

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

BETWEEN

THE COUNTY OF

BALDWIN

AND

THE MUNICIPALITIES OF DAPHNE, FAIRHOPE, SPANISH FORT,

LOXLEY

AND

THE STATE OF ALABAMA

Sec. 1-1

An Agreement concerning a Metropolitan Transportation Planning Process for the Eastern Shore Urbanized Area between the County of Baldwin

hereinafter referred to as COUNTY;

the municipalities of Daphne, Fairhope, Spanish Fort, and Loxley;

hereinafter referred to as CITIES and TOWN;

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 Sections 1604 (1), 1607 (a) and 1607 (c) 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 has issued on August 10, 2005, new regulations concerning the metropolitan transportation planning process.

Sec. 1-3

NOW, THEREFORE, it is hereby agreed as follows:

- (a) The parties to this Agreement resolve to support a continuing cooperative and comprehensive transportation planning process for the Eastern Shore 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 Eastern Shore 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 Eastern Shore Urbanized Area:

(1) The Mayor of each of the municipalities within the transportation planning study area. These municipalities are the following:

Mayor, City of Daphne

Mayor, City of Fairhope

Mayor, City of Spanish Fort

(2) One elected official of the City of Daphne City Council, to be selected by the Mayor (or his designee)

(3) One elected official of the City of Fairhope City Council, to be selected by the Mayor (or his designee)

(4) One elected official of the Town of Loxley Town Council, to be selected by the Mayor (or his designee)

(5) The Commissioner of the County Commission of the county within the transportation planning study area. The county is:

County of Baldwin, District 2

County of Baldwin, District 3

(6) Division Engineer, State of Alabama Department of Transportation

- (7) Transportation Planning Engineer, State of Alabama Department of Transportation (non-voting)
- (8) Division Administrator, Federal Highway Administration (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 Eastern Shore Urbanized Area metropolitan planning process.
 - (6) Annually 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 of the Safe Accountable, Flexible, Efficient Transportation Equity Act 2005: A Legacy for Users (SAFETEA-LU) 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 a representative 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 a representative 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 Baldwin County Commission 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 Baldwin County Commission accepts the designation as the recipient of metropolitan planning funds as provided in 23 U.S.C. 104F and 49 U.S.C. 1607.
- (c) IT IS further agreed that the Baldwin County Commission 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 Baldwin County Commission will perform the functions required by the Office of Management and Budget Circular A-133 (Evaluation, Review and Coordination of Federal and Federally-Assisted Programs and Projects).
- (b) IT IS envisioned that the membership of the MPO, as set by this Agreement will work with local planning agencies to insure coordination of the planning process.
- (c) IT IS agreed that the base data, statistics, and projections developed by the CITIES, TOWN, and COUNTY for comprehensive planning will be available to the MPO planning staff for determining socio-economic and land use data within the Eastern Shore metropolitan study area.

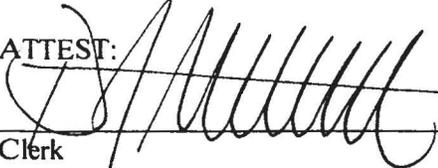
Sec. 1-8

- (a) IT IS agreed that the Agreement executed between the County of Baldwin, the municipalities of Daphne, Fairhope, Spanish Fort, and Loxley, and the State of Alabama acting by and through the Alabama Department of Transportation Planning concerning a planning process for the Eastern Shore Urbanized Area, entered into on N/A, 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, CITIES, and TOWN by letter within thirty (30) days after assuming office that this Agreement has been discontinued.

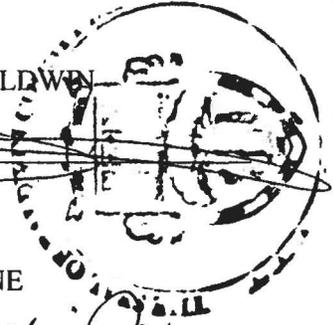
- (d) The Baldwin County Commission will be responsible at all times for all of the work performed under this Agreement and, the Baldwin County Commission will protect, defend, indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, the officials, officers, and employees, 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. By entering into this Agreement, the Baldwin County Commission is not an agent of the STATE, its officers, employees, agents or assigns. The Baldwin County Commission is an independent entity from the STATE and nothing in this Agreement creates an agency relationship between the parties.
- (e) Nothing shall be construed under the terms of this Agreement by the COUNTY, CITIES, TOWN 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).

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 and countersigned by the Secretary of State.

ATTEST: 
Clerk

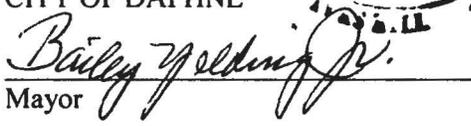
COUNTY OF BALDWIN


Chairman



ATTEST: 
Clerk

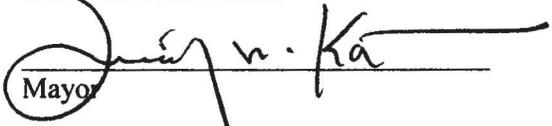
CITY OF DAPHNE


Mayor

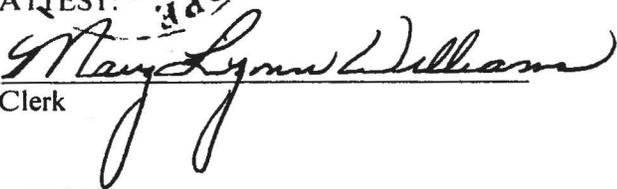


ATTEST: 
Clerk

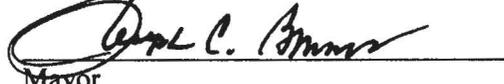
CITY OF FAIRHOPE

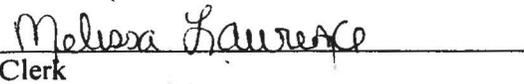

Mayor



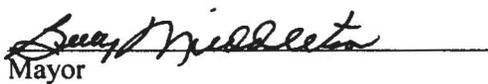
ATTEST: 
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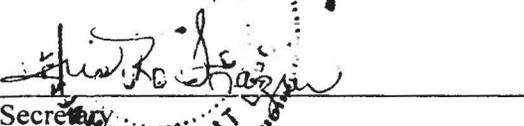
CITY OF SPANISH FORT


Mayor

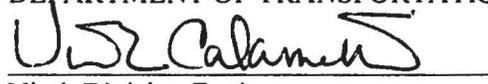
ATTEST: 
Clerk

TOWN OF LOXLEY


Mayor

ATTEST: 
Secretary

NINTH DIVISION ENGINEER, ALABAMA
DEPARTMENT OF TRANSPORTATION


Ninth Division Engineer



APPROVED AS TO FORM

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

RECOMMENDED FOR APPROVAL:

Robert J. Jilla
Multimodal Transportation Engineer
Robert J. Jilla

G. M. Harper
Acting Chief Engineer, G. M. Harper

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

John R. Cooper
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 29th day of October, 20 12.

Robert Bentley
GOVERNOR OF ALABAMA, ROBERT BENTLEY

COUNTERSIGNED:

Secretary of State

STATE OF ALABAMA)

COUNTY OF BALDWIN)

RESOLUTION #2012-098

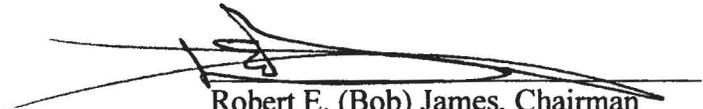
WHEREAS, the 2010 U. S. Census determined that Urbanized Areas of at least 50,000 combined population and requisite density exist in the Baldwin County Eastern Shore Area, and, therefore, meet the U. S. Code requirements for the formation of a Metropolitan Planning Organization; now therefore

BE IT RESOLVED, BY THE BALDWIN COUNTY COMMISSION, IN REGULAR SESSION ASSEMBLED, that the Baldwin County Commission does hereby accept and approve the formation of the Eastern Shore Metropolitan Planning Organization, and, furthermore, appoints the Baldwin County Commissioner of District 2 and the Baldwin County Commissioner of District 3 to represent the Baldwin County Commission in all matters pertaining to the Eastern Shore Metropolitan Planning Organization.

FURTHER, BE IT RESOLVED, that the Baldwin County Commission enters into and authorizes an agreement between the Baldwin County Commission and the municipalities of Daphne, Fairhope, Spanish Fort, Loxley and the State of Alabama concerning a Transportation Planning Process for the Baldwin County Eastern Shore Urbanized Area, said agreement entitled *An Agreement Concerning a Transportation Planning Process for the Eastern Shore Area between the County of Baldwin and the Municipalities of Daphne, Fairhope, Spanish Fort, Loxley and the State of Alabama.*

DONE, under the Seal of the County of Baldwin, Alabama, as adopted and approved on this the 21st day of August, 2012.

Approved:



Robert E. (Bob) James, Chairman
BALDWIN COUNTY COMMISSION

Attest:


David A.Z. Brewer, County Administrator
BALDWIN COUNTY COMMISSION