



COUNTY COMMISSION

BALDWIN COUNTY
312 Courthouse Square, Suite 12
Bay Minette, AL 36507
(251) 580-2564
FAX (251) 580-2500
www.co.baldwin.al.us

LORI G. RUFFIN
Records Manager

March 2, 2005

Mr. DeWayne Hood
Alabama Department of Transportation
1701 W. I-65 Service Road North
Mobile, Alabama 36618

RE: ALDOT Transportation Planning Agreement

Dear Mr. Hood:

Per your conversation with Monica Taylor on March 2, 2005, I have enclosed a **fully sealed** ALDOT Transportation Planning Agreement as well as the **original Resolution #2004-119** for your records.

If you have any questions, please feel free to contact either Mrs. Taylor at (251) 937-0264 or myself at (251) 580-2564.

Sincerely

LORI G. RUFFIN, Records Manager
Baldwin County Commission

LGR/met

ENCLOSURE(S)



COUNTY COMMISSION

BALDWIN COUNTY
312 COURTHOUSE SQUARE, SUITE 12
BAY MINETTE, ALABAMA 36507
(251) 937-9561
FAX (251) 580-2500

MEMBERS
DIST. 1. JONATHAN H. ARMSTRONG
2. FRANK BURT, JR.
3. GEORGE A. PRICE
4. ALBERT LIPSCOMB
5. CHARLES A. (CHUCK) BROWDY
6. DAVID E. BISHOP
7. ALLEN D. PERDUE

LOCKE W. WILLIAMS
CLERK/TREASURER

September 7, 2004

Mr. Ronnie Poiroux
Division Engineer
Alabama Department of Transportation
1701 North Beltline Highway
Mobile, Alabama 36618-1109

RE: Alabama Department of Transportation Planning Agreement

Dear Mr. Poiroux:

The Baldwin County Commission during its regularly scheduled meeting held September 7, 2004, authorized me as Chairman to sign the enclosed *Agreement for Administering U. S. Department of Transportation Financial Assistance for Transportation Planning between the State of Alabama and the Baldwin County Commission*. You will find 2 copies of this *Agreement* attached for execution.

In addition, attached is a fully executed copy of *Resolution #2004-119* which authorizes the execution of the above referenced *Agreement* by me as Chairman and Locke W. Williams, as County Clerk.

Once the *Agreement* has been properly executed, please return a **fully executed copy of the Agreement to Lori Ruffin, Records Manager**.

If you have any questions, please feel free to contact me at (251) 937-0395.

Sincerely,

FRANK BURT, JR., Chairman
Baldwin County Commission

FB/met

cc: DeWayne Hood
Dr. Emmanuel C. Oranika
ATTACHMENT



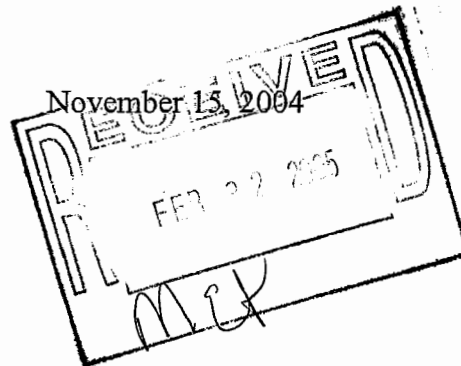
ALABAMA DEPARTMENT OF TRANSPORTATION

1409 Coliseum Boulevard, Montgomery, Alabama 36110



Bob Riley
Governor


Joe McInnes
Transportation Director



MEMORANDUM

TO: Mr. Clay McBrien
Office Engineer

FROM: George Ray
Transportation Planning Engineer

BY: 
Dr. Emmanuel C. Oranika
Metropolitan Planning Engineer

SUBJECT: Agreement for Administering U.S. Department of Transportation
Financial Assistance for Transportation Planning between
The State of Alabama and The Baldwin County Commission

Enclosed is the original Agreement (one copy) between the State and the Baldwin County Commission. The enclosed Agreement has been approved for payment.

ECO/vjj

Enclosures

C: Mr. Mike Zeigler, Director, w/copy
Ms. Kelley Rhodes, w/copy

FILE!

AGREEMENT

FOR

ADMINISTERING U.S. DEPARTMENT OF TRANSPORTATION

FINANCIAL ASSISTANCE FOR TRANSPORTATION PLANNING

BETWEEN

THE STATE OF ALABAMA

AND

THE BALDWIN COUNTY COMMISSION

This agreement made and entered into by and between the State of Alabama, acting through the Alabama Department of Transportation, hereinafter referred to as STATE; and the Baldwin County Commission, Baldwin County, Alabama hereinafter referred to as County; in cooperation with the U.S. Department of Transportation, Federal Transit Administration, hereinafter referred to as FTA, and the Federal Highway Administration, hereinafter referred to as FHWA; and

WHEREAS, 23 U.S.C. 134 and 49 U.S.C. 5303 require that each urbanized area have a comprehensive, cooperative, continuing transportation planning process (commonly referred to as the "3-C" Process); and

and

WHEREAS, 23 U.S.C. 104 (f) and 49 U.S.C. 5303 authorize certain funds (commonly referred to as FHWA Planning funds and FTA 5303 Planning funds respectively) to be made available to designated transportation planning agencies for supporting the "3-C" Process; and

WHEREAS, The West Florida Regional Planning Council has been selected by principal elected officials as the designated transportation planning agency for the Lillian portion of Pensacola, Florida-Alabama urbanized area; and

WHEREAS, the STATE receives funds from FHWA and FTA which include FHWA Planning funds and FTA 5303 Planning funds to be made available to the County for transportation planning for the Lillian portion of Pensacola, Florida-Alabama urbanized area.

NOW, THEREFORE, the parties hereto, for, and in consideration of the premises stated herein, do hereby mutually promise, stipulate, and agree as follows:

- 1) The planning funds referred to herein will be FHWA Planning funds and FTA 5303 Planning funds that pass through the STATE to the County.

The West Florida Regional Planning Council will do the planning for the Lillian area and will invoice the COUNTY for costs for transportation planning work performed in the Lillian portion of the Pensacola, Florida-Alabama urbanized area.

- 2) Any planning funds provided to the COUNTY under this agreement will be used for transportation planning related activities and will be in accordance with the most current approved Unified Planning Work Program for the Pensacola, Florida-Alabama Urbanized Area.
- 3) All costs for work performed under terms of this agreement will be financed, when eligible for federal participation, with federal FHWA Planning funds and/or FTA 5303 Planning funds and matching funds provided by the COUNTY. No STATE funds will be used to finance work performed under terms of this agreement.
- 4) It is understood that the work is to be done on an actual cost basis. The cost of the work will not exceed the total estimated funds budgeted in the most current approved Unified Planning Work Program.
- 5) Any costs for work not eligible for federal participation will be financed 100 percent by the COUNTY.
- 6) The COUNTY agrees that in the event the FHWA or FTA determines, due to rules and/or regulations of FHWA or FTA, that federal funds must be refunded, the COUNTY will reimburse and pay to the STATE a sum of money equal to the total amount of federal funds to be refunded to FHWA or FTA.
- 7) All work performed pursuant to this agreement will be completed to the satisfaction of the STATE within the time frame established by the most current approved Unified Planning Work Program.
- 8) The COUNTY will be responsible for having an adequate accounting system, and the COUNTY must furnish to the STATE a copy of their cost allocation plan and indirect cost rate. The STATE will be charged with the responsibility of determining whether or not the COUNTY has an adequate accounting system. Such determination will be documented prior to payment of the first invoice.
- 9) The COUNTY may invoice the STATE not more frequently than monthly on forms furnished by the STATE for work performed under this agreement.

The COUNTY'S final invoice for this agreement must be received on or before December 31 of each fiscal year.

- 10) The COUNTY will abide by all provisions of 49 CFR18, with respect to administrative requirements, and Circular A-87, with respect to cost principles, and 41 CFR, Subpart 1-15.7 and all attachments thereto, currently in force in performing work under the terms of this agreement.
- 11) The use of planning funds by the West Florida Regional Planning Council for overnight out-of-state travel must be approved by the COUNTY and STATE two weeks prior to the travel date.
- 12) The COUNTY will submit to the STATE, at such time as the STATE may require, such progress reports, financial statements, data, records, contracts, and other documents related to the project as may be deemed necessary by the STATE.
- 13) The COUNTY will permit the STATE, the Comptroller General of the United States, and the Secretary of the United States Department of Transportation, or their authorized representatives, to inspect all relevant project data and records. The COUNTY will also permit the above named persons to audit the books, records, and accounts of the COUNTY pertaining to the project as defined herein. The COUNTY will retain intact, for three years following project close-out, all project documents, financial records and supporting documents. An audit will be performed on a yearly basis, in accordance with requirements of OMB Circular A-133. For Regional Planning Commissions, these audits may be done by a local CPA firm, if permission is obtained in writing from the Examiners of Public Accounts. The COUNTY will furnish a copy of the audit report to the Examiners of Public Accounts and two copies to the STATE. In addition, the COUNTY should submit along with their report a letter from their CPA setting out audit findings, whether material or immaterial, that were not noted in their report. If there were no instances of findings other than those noted in the audit report the CPA should issue a letter stating such. Furthermore, the COUNTY needs to maintain on file, within their office, a letter from their CPA stating the results of their peer review, whether favorable or unfavorable, as required by Government Auditing Standards (also know as the "Yellow Book").

- 14) The use of any planning funds provided herein for consultant services will be in accordance with the most current approved STATE consultant selection procedures.
- 15) The County will perform or have performed all services required to fulfill the purposes of this agreement.
- 16) The County will not assign any portion of the work to be performed under this agreement, or execute any contract, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this agreement without prior written authorization of the STATE. Any subcontract under this agreement must include all required and/or applicable clauses and provisions of this agreement.
- 17) If the County fails to fulfill in a timely and proper manner its obligations as stipulated in this agreement, or if the funds from FHWA and/or FTA under which this agreement is made are terminated by FHWA or FTA, or if any party to this agreement is unable to participate in the funding of costs as set forth herein, the STATE will have the right to terminate this contract by giving thirty days prior written notice to the COUNTY of such termination and specifying the effective date thereof. Said notice will stipulate the reasons for termination and will be mailed by certified mail. If the COUNTY is unable or unwilling to comply with such additional conditions as may be lawfully imposed by the STATE or FHWA and FTA on the grant or agreement under which the COUNTY is performing, the COUNTY will have the right to terminate the agreement by giving thirty days prior written notice to the STATE specifying the effective date thereof. Said notice shall stipulate the reasons for termination and will be mailed by certified mail. If termination necessitates disposal of property, all property will be disposed strictly in accordance with all STATE and federal procedures. The COUNTY will be entitled to compensation for any un-reimbursed eligible expenses incurred.
- 18) Any dispute concerning a question of fact in connection with the work not disposed of by agreement between the COUNTY and the STATE, or otherwise arising between the parties to this agreement, will be referred to the Director of the State Department of Transportation and the Chairman of the Metropolitan Planning Organization for a negotiated settlement.

- 19) Any documents or other printed material produced under this agreement will be submitted to the STATE for proofreading and technical editing prior to their publication or final printing. A sufficient number of copies of such documents or other printed material, as mutually determined by the COUNTY and the STATE, will be published.
- 20) The purchase of all project equipment financed in whole or in part pursuant to this agreement will be in accordance with STATE and federal procedures, including normal STATE competitive bidding procedures, where appropriate. All nonexpendable purchases over Fifteen Hundred Dollars (\$1,500.00) must be approved by the STATE in advance, in writing, to be eligible for reimbursement. The COUNTY must maintain a detailed inventory of equipment, financed in whole or in part with project funds, FHWA Planning and FTA 5303. A copy of this inventory must accompany the final invoice each year.
- 21) The COUNTY will be responsible for and hold harmless the STATE, its officers, employees, agents, or servant from all claims and liability due to its negligent acts or the negligent acts of its subcontractors, agents, or employees in connection with their services under this agreement.
- 22) No member of, or delegate to the Congress of the United States, will be admitted to any share or part of this contract or to any benefit arising therefrom.
- 23) No member, officer, or employee of the STATE or of a local public body during his tenure or one year thereafter will have any interest, direct or indirect, in this contract or the proceeds thereof.
- 24) In connection with the execution of this agreement, the COUNTY will not discriminate against any employee or applicant for employment because of age, disability, race, religion, color, sex, or national origin. The COUNTY will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during their employment, without regard to their race, religion, color, sex, or national origin. Such actions will include, but not limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. Furthermore, the STATE and the Secretary of the United States Department of Transportation, or

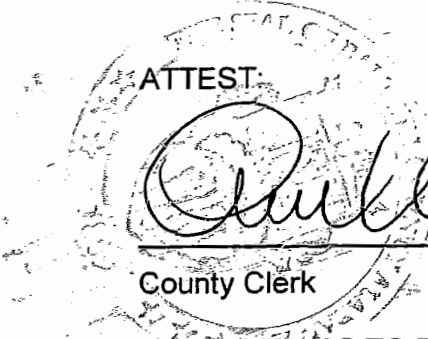
their authorized representatives, will have full access to, and right to examine any materials available which will permit them to monitor the COUNTY for compliance with the provisions of this Section.

- 25) The COUNTY will abide by 49 CFR, Part 23, MBE requirements as specified below:
- a. It is the policy of the U.S. Department of Transportation that Minority Business Enterprises as defined in 49 CFR, Part 23, will have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this agreement. Consequently, the MBE requirements of 49 CFR, Part 23, apply to this agreement.
 - b. The recipient of funds under the terms of this agreement (the COUNTY) agrees to ensure that Minority Business Enterprises as defined in 49 CFR, Part 23, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this agreement. In this regard, such recipient will take all necessary and reasonable steps in accordance with 49 CFR, Part 23, to ensure that Minority Business Enterprises have the maximum opportunity to compete for and perform contracts and will not discriminate on the basis of race, color, national origin, or sex in the award and performance of U.S. Department of Transportation assisted contracts.
 - c. The Alabama Department of Transportation has submitted to the U.S. Department of Transportation a Minority Business Enterprise Program. The recipient of funds under the terms of this agreement agrees to either comply with the Department's MBE Plan or will prepare and submit for approval a MBE Plan meeting the requirements of 49 CFR, Part 23, prior to performance of any work under this agreement.
 - d. Failure of the recipient of funds under the terms of this agreement, or failure of its subcontractor (if a subcontractor is authorized) to carry out the MBE requirements of this agreement will constitute a breach of contract, and may result in termination of the contract by the STATE, or such other remedy may be undertaken by the STATE as it deems appropriate.

- 26) The terms of this agreement may be modified by supplemental agreement duly executed by the parties hereto.
- 27) Nothing will be construed under the terms of this agreement by the STATE or the COUNTY that will cause any conflict with Section 23-1-63, Code of Alabama, 1975 (7/24th Law).

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by those officers, officials and persons thereunto duly authorized, and the agreement is deemed to be dated and to be effective on the date stated hereinafter as the date of the approval of the Governor of Alabama.

ATTEST:



[Signature]

County Clerk

Baldwin County Commission

By: [Signature]

Chairman

APPROVED AS TO FORM:

[Signature]

Legal Counsel,
Alabama Department of Transportation

RECOMMENDED FOR APPROVAL:

[Signature]
Transportation Planning Engineer

[Signature]
Chief Engineer's Office

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

[Signature]
Transportation Director

The foregoing agreement is hereby approved by the Governor of the State of Alabama this 10th day of November, 2009.

[Signature]
Governor, State of Alabama

STATE OF ALABAMA

COUNTY OF BALDWIN

RESOLUTION #2004-119

WHEREAS, 23 U.S.C. 134 and 49 U.S.C. 5305 require that each urbanized area have a comprehensive, cooperative, continuing transportation planning process (commonly referred to as the "3-C" Process); and

WHEREAS, 23 U.S.C. 104 (f) and 49 U.S.C. 5303 authorize certain funds (commonly referred to as FHWA Planning funds and FTA 5303 Planning funds respectively) to be made available to designated transportation planning agencies for supporting the "3-C" PROCESS; and

WHEREAS, The West Florida Regional Planning Council has been selected by principal elected officials as the designated transportation planning agency for the Lillian portion of Pensacola, Florida-Alabama urbanized area; and

WHEREAS, the Baldwin County, Alabama Commission has been selected as the designated transportation planning agency to administer funds for the Lillian, Alabama portion of the Pensacola, Florida-Alabama urbanized area; and

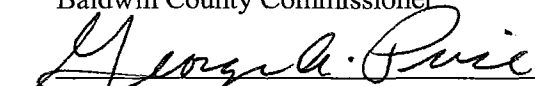
WHEREAS, the State of Alabama receives funds from the Federal Highway Administration and the Federal Transit Administration which include FHWA Planning funds and FTA 53-3 Planning funds to be made available to the designated agency for transportation planning for the Lillian portion of the Pensacola, Florida-Alabama urbanized area.

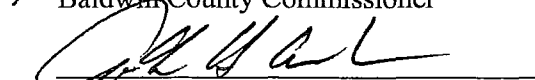
NOW, THEREFORE, be it resolved by the Baldwin County, Alabama Commission that the chairman of the Baldwin County Commission be authorized to execute, and the County Clerk be authorized to attest, an agreement with the State of Alabama for administering U.S. Department of Transportation Financial Assistance for Transportation Planning.

PASSED, APPROVED and ADOPTED this 7th day of September, 2004.

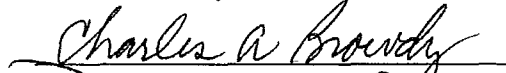

CHAIRMAN

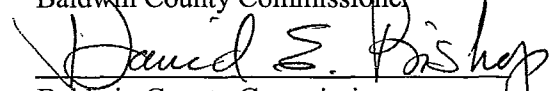

Baldwin County Commissioner



Baldwin County Commissioner


Baldwin County Commissioner


Baldwin County Commissioner


Baldwin County Commissioner


Baldwin County Commissioner


ATTEST

COUNTY CLERK