



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/27/2025

File ID: TMP-5221

Department: Traffic Engineering

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to enter into an agreement between the City of Huntsville and the State of Alabama Department of Transportation for the Intelligent Transportation System Agreement.

Resolution No.

Finance Information:

Account Number: N/A

City Cost Amount: N/A

Total Cost: N/A

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A

District: District 1 District 2 District 3 District 4 District 5

Additional Comments: N/A

RESOLUTION NO. 25 - _____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and he is hereby authorized to enter into an Agreement between the City of Huntsville and The State of Alabama Department of Transportation, 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 "Resolution authorizing the Mayor to enter into an agreement between the City of Huntsville and the State of Alabama Department of Transportation for the Intelligent Transportation System Agreement, consisting of six (6) pages and the date of February 27, 2025 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 27th day of February, 2025.

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

APPROVED this the 27th day of February, 2025.

Mayor of the City of Huntsville,
Alabama

ALABAMA DEPARTMENT OF TRANSPORTATION
Intelligent Transportation System Agreement

THIS AGREEMENT, made this 27th day of February, 2025 by and between the Alabama Department of Transportation (hereinafter "ALDOT") having a principle business address of 1409 Coliseum Boulevard, Montgomery, Alabama and The City of Huntsville (hereinafter "CITY") having its principal business address of 305 Fountain Circle, Huntsville, Alabama, for the sharing of Intelligent Transportation Systems.

WHEREAS, the CITY desires to allow ALDOT access to the Traffic Signals specified in Appendix A

In this agreement the following terms shall be referenced as the following:

FOC – Fiber Optic Cable.

DMS – Dynamic Message Sign.

CCTV – Closed Circuit Television.

RWIS – Road Weather Information System.

DSRC – Dedicated Short Range Communications.

ATMS – Advanced Traffic Management System.

Owner – Entity who owns and maintains the specific system, City of Huntsville

User – Entity being allowed to connect to the Owners System, ALDOT

NOW, THEREFORE, in considerations for mutual covenants and conditions hereafter stated, both parties agree to the following:

1. Before making any signal timing modifications, the user must notify the owner in writing, including the specific details of the proposed changes. The user must also provide the owner with a list of employees, agents, or contractors qualified to make these changes, along with their relevant qualifications and contact information. All modifications should comply with applicable regulations and standards.

2. No actions shall be taken by the User, its employees, agents, servants, contractors, licensees or invitees which may in any way compromise or affect the integrity of the system, or any of the equipment, components, programs or other systems associated therewith. This includes ITS

President of the City Council of
the City of Huntsville, Alabama
Date: 2/27/25

device or traffic signal manipulation without coordination with the Owner prior to and after an incident or event creating the opportunity for operational modification.

3. The CITY represents and warrants to ALDOT that it has duly authorized the execution and delivery of this Agreement and the obligations assumed hereunder; that the User will comply with all applicable state and federal laws in satisfying its obligations under and pursuant to this Agreement; the City further represents and warrants to ALDOT that the execution, delivery and performance of this agreement will not violate, be in conflict with, result in a breach of or constitute a default under any of the following as applicable: (i) any provision of law; (ii) any order of court or department; or (iii) an indenture, agreement, document, or other instrument to which it is a party or may be bound.

4. 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 attorney 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 attorney's fees, caused by the negligent, careless or unskillful acts of the CITY, its agents, servants, representatives or employees, or the misuse, misappropriation, misapplication, or mis expenditure 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

5. 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.

6. By signing this contract, the contracting parties affirm, for the duration of the Agreement, that they will not violate Federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

7. This Agreement will remain in effect, unless otherwise terminated by either party upon the delivery of a thirty (30) day notice of termination.

8. The Owner may add to the system at any point during the term of the Agreement. Any additions to the system by the Owner will be governed by this Agreement. The Owner will notify the User of any additions to the system in writing. User will be allowed access to the additions to the system after receiving the notification in writing from the Owner.

9. Owner will maintain infrastructure capable of delivering traffic management information to the User, in a mutually agreeable manner.

10. Performance measure reports will be supplied monthly by ALDOT or its consultants to the CITY with mutually agreed upon parameters in regard to traffic signal management. These parameters will be limited to available information provided by the third-party service(s) being used at the time.

12. Any amendment must be in writing, signed by both parties, and expressly state that it is amending this Agreement.

In Witness whereof, the parties hereto have executed this agreement by those duly authorized to execute same, to the effective upon approval by the Governor of Alabama.

Date: February 27, 2025

City of Huntsville

ATTEST: _____ BY: _____
Clerk Mayor

RECOMMENDED FOR APPROVAL

BY: _____
ALDOT Region Engineer

BY: _____
State Maintenance Engineer

BY: _____
Chief Counsel

BY: _____
Deputy Director, Operations

BY: _____
Transportation Director

The foregoing Agreement is hereby approved by the Governor of the State of Alabama this ___
day of _____, 20__.

APPROVED

Governor of Alabama

Appendix A:

Main Route/Mile Post/Side Street
US-72@MP &Memorial Dr
US-72@MP &Pulaski Dr
US-72@MP &Artic St
US-72@MP &Meadow Dr
US-72@MP &Oster Dr
US-72@MP &Julia St
US-72@MP &Jordan Lane
US-72@MP &Henderson Rd/Boxwood
US-72@MP &Putman Dr
US-72@MP &Off Ramp Sparkman Dr
US-72@MP &Huntsville West Shopping Plaza
US-72@MP &Wynn Dr
US-72@MP &The Boardwalk
US-72@MP &Old Monrovia Rd
US-72@MP &Mid City Dr
US-72@MP &Research Dr NB Ramp
US-72@MP &Research DR SB Ramp
US-72@MP &Perimeter Pkwy
US-72@MP &Enterprise Way
US-72@MP &Waddell Drive
US-72@MP &Providence Main St
US-72@MP &Paramount Dr
US-72@MP &Watercress Blvd
US-72@MP &Jeff Rd
US-72@MP &Nance Rd
US-72@MP &Lawson Ridge Dr
US-72@MP &Balch Rd
US-72@MP &Promenade Point Pkwy
US-72@MP &County Line Rd
AL-53@MP &I-565 Eastbound Ramp
AL-53@MP &I-565 Westbound Ramp
AL-53@MP &Holmes Ave
AL-53@MP &Mcdow
AL-53@MP &Putman Dr
AL-53@MP &Oakwood Ave
AL-53@MP &Sparkman Dr
AL-53@MP &Grizzard Dr
US-231@MP &Mythewood Dr
US-231@MP &Mountain Gap Dr

US-231@MP &HEMSI Station 14
US-231@MP &Redstone Rd
US-231@MP &Hobbs Rd
US-231@MP &Green Cove Rd
US-231@MP &Hobbs Island Rd