

An Agreement For Cooperatively Conducting The Metropolitan Transportation Planning And Programming Process In The Charlottesville/Albemarle Urbanized Area

THIS AGREEMENT, made and entered into as of this 9th day of March 1995, by and between the Commonwealth of Virginia Department of Transportation, hereinafter referred to as the DEPARTMENT; the Thomas Jefferson Planning District Commission, acting as a regional government body serving the City of Charlottesville and the Counties of Albemarle, Fluvanna, Louisa, Greene, and Nelson, hereafter referred to as the PDC; the Charlottesville/Albemarle Metropolitan Planning Organization, hereinafter referred to as the MPO; the City of Charlottesville acting as a local transit operator, hereinafter referred to as the CITY; the County of Albemarle, acting as a local unit of government, hereinafter referred to as the COUNTY; and JAUNT Inc. a local transit operator hereinafter referred to as JAUNT; for the purpose of identifying the roles and responsibilities of cooperatively conducting the metropolitan transportation planning and programming process in the Charlottesville/Albemarle urbanized are of Virginia.

NOW, THEREAFTER, THE DEPARTMENT, the CITY, the COUNTY, and JAUNT do hereby agree as follows:

ARTICLE 1- METROPOLITAN TRANSPORTATION PLANNING AND PROGRAMMING PROCESS

The DEPARTMENT, the MPO, the PDC, the CITY, the COUNTY, and JAUNT shall establish continuing, cooperative, and comprehensive transportation planning and programming process as provided for by the Intermodal Surface Transportation Efficiency Act of 1991: Section 134 of Title 23 of the United States Code: Section 8 of the Federal Transit Act, as amended; 23 CFR Part 450, Subpart C; 49 CFR Part 613, Subpart A; and in accordance with the constitution and statutes of the Commonwealth of Virginia. This process shall result in plans and programs that consider all transportation modes and supports metropolitan community development and social goals. These plans and programs shall lead to the development and operation of an integrated, intermodal transportation system that facilitates the efficient, economic movement of people and goods.

The MPO, designated in accordance with 23 CFR Part 450, shall be responsible for carrying out the metropolitan transportation planning process. The DEPARTMENT, the PDC, the CITY, the COUNTY, and JAUNT as signatories of this agreement shall coordinate their responsibilities for transportation planning, programming and implementation with those of the MPO.

The DEPARTMENT shall coordinate its responsibilities for statewide transportation plans and programs with the metropolitan transportation plans and programs. The DEPARTMENT, the MPO, the CITY, the COUNTY and JAUNT shall cooperate in the reconciliation of such plans and programs as necessary to ensure connectivity with transportation systems.

The functions, duties and responsibilities of the DEPARTMENT, the MPO, the CITY, the COUNTY and JAUNT in the metropolitan transportation planning and programming process shall be as described in the unified planning work program.

ARTICLE II-METROPOLITAN PLANNING AREA BOUNDARY

The metropolitan planning process shall, as a minimum, cover the urbanized area as designated by the U.S. Bureau of Census, and the contiguous geographic area likely to become urbanized within the twenty year period covered by the transportation plan. This area shall hereinafter be called the Metropolitan Study Area. The Metropolitan Study Area shall include the City of Charlottesville and a portion of the County of Albemarle.

The Metropolitan Study Area boundary may be adjusted by agreement between the DEPARTMENT and the MPO. If said adjustments extend the boundary into a jurisdiction shall be eligible for membership on the MPO.

ARTICLE III- TIME FRAME OF THE PROCESS

The metropolitan transportation planning and programming process shall be established as a continuing procedure effective the date of the execution of this AGREEMENT by all participants.

This AGREEMENT shall be terminated upon the occurrence of any of the following:

1. The Intermodal Surface Transportation Efficiency Act of 1991, or Section 134 of Title 23 of the United States Code, or Section 8 of the Federal Transit Act, as amended, and previously cited hereinafter, are repealed or amended by the Congress of the United States to no longer require the metropolitan transportation planning and programming process, or;
2. The DEPARTMENT, the MPO, the PDC, the local governments previously cited in ARTICLE II or JAUNT withdraws from the metropolitan transportation planning and programming process with not less than ninety (90) days written notice to the other parties, or;
3. There is a redesignation of the MPO.

ARTICLE IV-FINANCING THE PROCESS

The responsibilities of the MPO shall be supported by planning funds authorized by Section 104(f) of Title 23 of the United States Code, hereinafter referred to as PL Funds, and by Section 1607 (d) of Title 49 of the United States Code, hereinafter referred to as Section 8 Funds. PL Funds and Section 8 Funds shall be allocated to work activities in an annual unified planning work program at the direction of the MPO in cooperation with the DEPARTMENT, the CITY, the COUNTY and JAUNT. The use of PL Funds, Section 8 Funds and other funding sources shall continue as additional monies are appropriated. Should all such funds be discontinued, this AGREEMENT shall be terminated.

ARTICLE V-METROPOLITAN PLANNING ORGANIZATIONS

The MPO shall be composed of the following voting representatives designated by and representing their locality or agency:

1. City of Charlottesville 2 representative(s)
2. County of Albemarle 2 representative(s)
3. DEPARTMENT 1 representative

There shall also be a nonvoting representative designated by and representing each of the following:

1. Federal Highway Administration
2. Federal Transit Administration
3. Federal Aviation Administration
4. JAUNT
5. Thomas Jefferson Planning District Commission
6. University of Virginia

The membership, voting and nonvoting, shall be expanded to include additional localities or agencies as may be necessary.

The MPO shall elect a chairman and other officers as deemed appropriate, and shall establish rules of order. The MPO constituted hereinafter shall remain in effect until such time the local jurisdictions and the Governor of the Commonwealth of Virginia redesignate the MPO in accordance with 23 CFR Part 450.

The governing body of each member locality or agency, having appointed the appropriate number of representatives to the MPO as indicated in this ARTICLE, whether voting or nonvoting, may appoint an alternate member(s). Voting privileges for alternates shall be the same as for the regular member in the absence of the regular member.

ARTICLE VI-AMENDMENTS

Amendments to this AGREEMENT, as mutually agreed to, may be made by written agreement between all parties of this AGREEMENT.

IN WITNESS WHEREOF, all concerned parties have executed this AGREEMENT on the day and year first written above.

Signatures on original include: Charlotte Y. Humphris, MPO Chair; David R. Gehr, VDOT Commissioner; Katherine E. Slaughter, Thomas Jefferson Planning District Commission Chair; Cole Hendrix, Charlottesville City Manager; Robert W. Tucker, Albemarle County Executive; Linda Wilson, JAUNT Executive Director