

COUNCIL OF THE CITY OF ABERDEEN
Ordinance No. 24-O-04

Date Introduced: January 22, 2024

Sponsored by: Councilwoman Tandra Ridgley and Councilman William Montgomery, III

Public Hearing: February 12, 2024

Amendments Adopted: None

Date Adopted: February 26, 2024

Date Effective: March 18, 2024

AN ORDINANCE concerning

“SAFE STREETS FOR ALL” MEMORANDUM OF UNDERSTANDING

FOR the purpose of approving a certain “Safe Streets for All” Memorandum of Understanding (“MOU”) by and between the City of Aberdeen, the Mayor and City Council of Havre de Grace, and the Town of Bel Air (“the Municipalities”); and all matters generally related to the Memorandum of Understanding.

* * * * *

EXPLANATORY STATEMENT: The Municipalities desire to enter into an MOU and work together to manage a Safe Streets for All Action Plan funded through a grant from the United States Department of Transportation to assess the existing traffic conditions and potential conflicts with pedestrians and cyclists in the municipalities, which funding is outlined in a grant agreement executed between Bel Air and USDOT. The MOU details the respective rights and obligations of the Municipalities in connection with the Study and the action plan and requires each of the Municipalities to contribute \$11,666.67 towards the cost of the Study. The Mayor and Council believes the MOU is in the interests of the City and its residents.

SECTION 1. BE IT ENACTED BY THE COUNCIL OF THE CITY OF ABERDEEN that the MOU, a copy of which is attached to this Ordinance as Exhibit A, is ratified and approved, and the Mayor is authorized to execute and deliver such MOU on behalf of the City.

SECTION 2. BE IT FURTHER ENACTED BY THE COUNCIL OF THE CITY OF ABERDEEN, that this Ordinance shall become effective at the expiration of twenty (20) calendar days following adoption.

COUNCIL OF THE CITY OF ABERDEEN

Patrick L. McGrady, Mayor

Adam M. Hiob, Council President

Timothy W. Lindecamp, Councilman

William H. Montgomery, III, Councilman

Tandra A. Ridgley, Councilwoman

ATTEST:

SEAL:

Monica A. Correll, City Clerk

Date _____

EXHIBIT A

MEMORANDUM OF UNDERSTANDING

ABERDEEN, HAVRE DE GRACE AND BEL AIR

SAFE STREETS FOR ALL

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) executed and made effective this ____ day of _____, 20____ by and between the CITY OF ABERDEEN, a Maryland Municipal Corporation of the State of Maryland, hereinafter called “Aberdeen” and the MAYOR AND CITY COUNCIL OF HAVRE DE GRACE, a Maryland Municipal Corporation of the State of Maryland, hereinafter called “Havre de Grace”, and the TOWN OF BEL AIR, a Maryland Municipal Corporation of the State of Maryland hereinafter called “Bel Air”. Aberdeen, Havre de Grace, and Bel Air are collectively referred herein as “the Municipalities”.

WHEREAS, the Municipalities desire to enter into an MOU to manage a Safe Streets for All (SS4A) Action Plan funded through a grant from the United States Department of Transportation (USDOT) to assess the existing traffic conditions and potential conflicts with pedestrians and cyclists (Study) in the Municipalities which funding is outlined in a grant agreement executed between Bel Air and USDOT; and

WHEREAS, each of the Municipalities require that the authorized municipal officials supervise the execution and performance of planning contracts for their respective traffic management studies; and

WHEREAS, in order to comply with grant requirements and procurement guidelines for the Municipalities and to permit Bel Air to contract, coordinate review, and manage funding for the Study which shall evaluate conditions within the Municipalities, the parties hereby enter into this MOU.

NOW, THEREFORE, WITNESSETH, that for and in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and adequacy whereof is hereby acknowledged, the parties agree as follows:

I. Description of Study.

The Study shall generally consist of review and analysis of traffic data, crash information, underserved population review and recommendation of selected changes to policies, intersections, and roads within the Municipalities.

The Municipalities have determined the grant's scope of work requires the hiring of an outside contractor specializing in traffic and land planning for the assembly and analysis of the Study, hereinafter referred to as "Contractor".

II. Relationship of the Parties.

- A. Bel Air will hold the contract with the Contractor as described in Section I and as reflected on Exhibit A which is attached hereto.
- B. The majority of the funding will be provided by USDOT through the SS4A grant in the amount of \$140,000 with an additional funding match of \$35,000 divided evenly between the Municipalities hereinafter "the Municipal Contribution".
- C. Any change order submitted by the Contractor shall be approved by the Municipalities in writing. Any excess amount over the final contract price and match must be divided equally between the Municipalities.

III. Performance of the Study and administration of the Grant.

- A. Bel Air responsibilities:
 - 1. Represent the Municipalities regarding grant management with USDOT, including receiving all reimbursements from USDOT for expenditures.
 - 2. Represent the Municipalities and pay the invoices submitted by the Contractor within forty-five (45) calendar days of receipt provided that appropriate documentation is attached.
 - 3. Provide all invoices to Aberdeen and Havre de Grace upon receipt of billing from the Contractor.
 - 4. Coordinate with Aberdeen and Havre de Grace regarding completion of work by the Contractor and ensure the completion of the entire scope of services related to the Study.
- B. Aberdeen and Havre de Grace Responsibilities Related to the Grant and Study:
 - 1. Provide Bel Air with payment based on invoice received for the Municipal Contribution.
 - 2. Provide Bel Air with evidence of in-kind services for the Municipal Contribution based on the SS4A Grant Agreement.

3. Coordinate with the Contractor, USDOT and Bel Air on any requests for information or accommodation for purposes of completing the Study.

IV. **Funding of Project.**

The responsibility for each municipality is as follows:

1. Aberdeen and Havre de Grace each shall provide \$11,666.67 for the Municipal Contribution to Bel Air based on invoiced billing. Thirty percent (30%) of this amount (\$3,500) may be allocated through in-kind services with evidence of delivery of SS4A services provided to Bel Air to forward to USDOT.
2. Bel Air shall provide to Aberdeen and Havre de Grace copies of invoices from the Contractor, evidence of disbursement of SS4A grant funds and copies of all work product resulting from the Study.
3. Bel Air shall pay the Contractor for services rendered under the Contract.

V. **Notices.**

Notices and/or invoices required under this MOU shall be addressed and sent to the following individuals by regular mail or email:

City of Aberdeen
60 N. Parke Street
Aberdeen, MD 21001
Attn: Phyllis Grover, Director of Planning & Community Development
410-272-1600 ext.216
phyllis@aberddeenmd.gov

City of Havre de Grace
711 Pennington Avenue
Havre de Grace, MD 21078
Attn: Timothy Bourcier, Director of Planning
410-939-1800
timothyb@havredegracemd.com

Town of Bel Air
705 E. Churchville Road
Bel Air, MD 21014
Attn: Kevin Small, Director of Planning and Community Development
410-638-4540
ksmall@belairmd.org

VI. Modification.

This MOU and **Exhibit A** hereto constitute the entire agreement among the Parties with respect to the Study. This MOU may only be amended by a written instrument signed by all the Parties.

VII. Duration.

This MOU shall remain in full force and effect until the Study is completed and all requirements of USDOT for SS4A grant funds are satisfied.

VIII. Miscellaneous.

- A. This MOU shall inure to the benefit of and be binding upon the parties hereto, their agents, successors, and assignees.
- B. Each party shall remain liable for the acts or omissions of its own employees to the extent permitted by applicable law. Nothing in this MOU shall be construed to waive any immunities or privileges afforded by law.
- C. The recitals at the beginning of this MOU are incorporated herein as part of this MOU.
- D. The parties hereto agree that this MOU shall be construed and interpreted under the laws of the State of Maryland. The parties hereto submit to the jurisdiction and venue of the courts of Harford County, Maryland and hereby waive their respective rights to a trial by jury.
- E. This MOU may be amended only by a written instrument signed by both parties. No requirement, obligation, remedy or provisions of this MOU shall be deemed to have been waived unless expressly waived in writing. The waiver by any party of any right, term, provision, covenant or agreement herein set forth shall not be deemed a waiver of the right to enforce such provision or to seek redress for breach on any subsequent occasion.
- F. This MOU represents the complete and entire understanding between the parties hereto and supersedes all prior negotiations, representations or agreements, either written or oral, as to the matters described herein.
- G. If any provision of this MOU shall be held violative of any applicable law or unenforceable for any reason, the invalidity or unenforceability of any such provision

shall not invalidate or render unenforceable any other provision hereof, which shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be executed by their respective duly authorized officers on the day and year first above written.

WITNESS/ATTEST:

CITY OF ABERDEEN

Patrick L. McGrady, Mayor

MAYOR AND CITY COUNCIL OF
HAVRE DE GRACE

William T. Martin, Mayor

TOWN OF BEL AIR

Harry E. Hopkins III, Town Administrator

Approved for legal sufficiency this
_____ day of _____ 20____.

Elizabeth H. Thompson, Esquire
Stark and Keenan, P.A.
Town Counsel, Town of Bel Air