



**INTERLOCAL AGREEMENT  
CREATING THE CENTRAL FLORIDA MPO ALLIANCE**

This Interlocal Agreement is made and entered into this 19th day of OCTOBER, 2005, by and between the Orlando Urban Area Metropolitan Planning Organization d/b/a METROPLAN ORLANDO, the Volusia County MPO, the Brevard MPO, the Ocala/Marion County TPO, the Lake-Sumter MPO, and the Polk TPO.

**RECITALS**

WHEREAS, Central Florida MPO Alliance Resolution No. 2001-01 was adopted by METROPLAN ORLANDO, the Volusia County MPO, the Brevard MPO, and the Lake County Board of County Commissioners (hereinafter referred to as Lake-Sumter MPO) to create and operate the Central Florida MPO Alliance;

WHEREAS, Resolution No. 2003-01 was adopted by the Central Florida MPO Alliance adding the Polk Transportation Planning Organization (TPO) to its membership;

WHEREAS, Resolution No. 2004-01 was adopted by the Central Florida MPO Alliance adding the Ocala/Marion County Transportation Planning Organization (TPO) to its membership;

WHEREAS, the 2005 Florida Legislature enacted Chapter 2005-290, Laws of Florida, relating to infrastructure planning and funding (the "Act");

WHEREAS, the Act provides that regional transportation plans may be developed in regional transportation areas in accordance with a Interlocal Agreement entered into pursuant to

Section 163.01, Florida Statutes, by two or more contiguous Metropolitan Planning Organizations; and

WHEREAS, the parties hereto desire to establish the Central Florida MPO Alliance through this Interlocal Agreement in order to continue the region's collaborative transportation planning process, to comply with the applicable provisions of Chapter 2005-290, Laws of Florida, with regard to development of a regional transportation plan and to access funds that are available to encourage regional transportation planning efforts; and

WHEREAS, Section 339.2819, Florida Statutes, creates within the Florida Department of Transportation a Transportation Regional Incentive Program (TRIP) that provides funds to improve regionally significant transportation facilities in regional transportation areas created pursuant to Section 339.155(5), Florida Statutes.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations herein, the parties desire to be legally bound and do agree as follows:

1. The Central Florida MPO Alliance is hereby formed to:
  - a. Maintain and update a regional transportation plan;
  - b. Pursue funding opportunities to advance regionally significant facilities and services which may include the establishment of regional transportation project priorities for the TRIP;
  - c. Serve as a forum for exchanging information between members, especially on projects of regional significance;
  - d. Coordinate regional transportation planning and policy development with the Florida Department of Transportation;
  - e. Identify regional transportation opportunities;

- f. Solve regional transportation issues; and
- g. Establish legislative priorities that will assist in addressing the region's transportation needs.

2. Each of the six organizations comprising the Central Florida MPO Alliance (the "Alliance") shall appoint three voting policy Board members to serve on the Alliance. Each of the six organizations may appoint up to three (3) alternate representatives who are also policy Board members. Terms of voting and alternate members shall run from the time of appointment by the member policy Board until said members no longer serve on the member MPO Board, or until replaced by the member MPO Board.

3. The Central Florida MPO Alliance will meet quarterly.

4. At the last meeting in each calendar year, members of the Central Florida MPO Alliance shall select one of its members as Chairperson, another member as Vice-Chairperson, and a third member as Secretary. The three officers shall serve a term of one year until their successors are selected. At the same time the Alliance shall name individuals who may serve as a clerk and several deputy clerks to the Alliance. The clerk and deputies shall have the authority to maintain records of the Alliance and to authenticate documents. The clerk and deputies shall assure that minutes are taken at meetings and meetings are properly noticed.

5. The Alliance shall utilize the Scott, Foresman *Roberts' Rules of Order* Newly Revised (9<sup>th</sup> ed.1990), as the official rules of procedure.

6. The Alliance shall consist of eighteen (18) members. The presence of ten (10) members at a meeting shall constitute a quorum. The quorum must consist of, at least, one representative from each member organization. No action shall be taken by the Alliance except upon a majority vote of those present and voting. Because the Central Florida MPO Alliance

operates on the basis of consensus, no substantive action shall be adopted by the Alliance on any issue if the majority of the members of any delegation (i.e. METROPLAN ORLANDO, the Volusia County MPO, the Brevard MPO, the Lake-Sumter MPO, the Polk TPO, or the Ocala/Marion County TPO) present and voting shall oppose the proposed action.

7. Technical and administrative support for the Central Florida MPO Alliance will be provided by existing staff from the members' respective organizations. Whichever member organization shall host a particular meeting shall have the responsibility to prepare minutes, place advertisements, work with the Chairperson to prepare an agenda, and prepare agenda packages for all members and other interested parties. All meetings of the Alliance and an agenda of said meeting shall be advertised at least three (3) days prior to said meeting by posting a notice at the office of each of the six (6) member organizations comprising the Alliance, setting forth the time, place, and date of said meeting and an agenda of said meeting. Further, a notice including the time, place and date of the meeting shall be advertised in at least three (3) newspapers of general circulation, as defined by Chapter 50, Florida Statutes, within East Central Florida. Minutes shall be taken at all Alliance meetings, and consistent with the Government-in-the-Sunshine Act, Section 286.011, Florida Statutes, all meetings and other public records shall be maintained at the offices of METROPLAN ORLANDO.

8. The organizations comprising the Central Florida MPO Alliance will maintain control of their respective funding and programming responsibilities, although opportunities may be identified for cooperative ventures such as through the Transportation Regional Incentive Program (TRIP) or other discretionary programs that may be established at the federal or state level.

9. The Alliance is a regional collaborative and has no regulatory power. The Alliance shall take no position, or advocate any position, on any substantive matter, except for the substantive positions advocated by Alliance member organizations. The primary purposes of the Alliance shall be to maintain and update a regional transportation plan, pursue funding opportunities to advance regionally significant facilities and services, act as a clearinghouse with regard to regional transportation issues and serve as a cooperative forum for member organization fact-finding and advocacy of positions espoused by its member organizations.

10. The Alliance shall maintain a regional transportation plan as contemplated by the Act, and it shall be updated at least every five (5) years. In maintaining the plan, the Alliance shall follow the process for adoption of a Long Range Transportation Plan as set out in Section 339.175(6), Florida Statutes. Maintaining the regional transportation plan will be a collaborative effort involving all members of the Central Florida MPO Alliance with METROPLAN ORLANDO serving as the lead agency. For the purposes of the regional transportation plan, the regional transportation area shall be all of Orange County, Seminole County, Osceola County, Volusia County, Brevard County, Lake County, Sumter County, Polk County and Marion County with the understanding that the portion of Sumter County that is outside the designated boundary of the Lake-Sumter MPO is included for TRIP-related purposes only.

11. Disagreements regarding interpretation of this Interlocal Agreement or disputes relating to the development or content of the regional transportation plan shall be resolved by alternative dispute resolution, either through mediation or binding arbitration, as provided in Chapter 44 and Chapter 682, Florida Statutes.

12. Amendments or modifications to this Agreement may only be made by written agreement signed by all parties hereto, with the same formalities as the original agreement.

13. This Agreement shall remain in effect until terminated by the parties to this Agreement, or as otherwise provided by law. Any party may withdraw from this Agreement after presenting, in written form, a notice of intent to withdrawal to the other parties of this Agreement, at least ninety (90) days prior to the intended date of withdrawal. The withdrawing party and the remaining parties shall execute a memorandum reflecting the legal withdrawal of the party and the alteration of list of parties that are signatories to this Agreement.

14. Notices. All notices, demands and correspondence required or provided for under this Agreement shall be in writing and delivered in person or dispatched by certified mail, postage prepaid, return receipt requested. Notice required to be given shall be addressed as follows:

METROPLAN ORLANDO Mr. Harold W. Barley 315 E. Robinson Street Suite 355 Orlando, FL 32801	Brevard MPO Mr. Bob Kamm, Executive Director Brevard County Transportation Planning 2725 Judge Fran Jamieson Way, Bldg. A, MS 81 Viera, FL 32940
Lake-Sumter MPO Mr. TJ Fish, Director 1616 South 14 <sup>th</sup> Street Leesburg, FL 34748	Polk TPO Mr. Tom Deardorff, Director Drawer TS-05 P.O. Box 9005 Bartow, FL 33831-9005
Volusia County MPO Mr. Karl Welzenbach, Executive Director 1190 Pelican Bay Drive Daytona Beach, FL 32119-1381	Ocala/Marion County TPO Mr. Greg Slay, Executive Director P.O. Box 1270 Ocala, FL 34478-1270

15. Interpretation.

a. Drafters of Agreement. The parties hereto were each represented by or afforded the opportunity for representation by legal counsel and participated in the drafting of this Agreement and in choice of wording. Consequently, no provision hereof should be more strongly construed against any party as drafter of this Agreement.

b. Severability. Invalidation of any one of the provisions of this Agreement or any part, clause or word hereof, or the application thereof in specific circumstances, by judgment, court order, or administrative hearing or order shall not affect any other provisions or applications in other circumstances, all of which shall remain in full force and effect; provided, that such remainder would then continue to conform to the terms and requirements of applicable law.

16. Enforcement by Parties hereto. In the event of any judicial or administrative action to enforce or interpret this Agreement by any party hereto, each party shall bear its own attorney's fees in connection with such proceeding.

17. Agreement Execution; Use of Counterpart Signature Pages. This Agreement, and any amendments hereto, may be simultaneously executed in several counterparts, each of which is executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument.

18. Effective Date; Cost of Recordation. This Agreement shall become effective upon its filing in the Office of the Clerk of the Circuit Court of each county in which a party thereto is located. Any amendment hereto shall become effective only upon its filing in the

Office of the Clerk of the Circuit Court for each county in which a party hereto is located. The cost of recording shall be at the expense of each party.

IN WITNESS WHEREOF, the undersigned parties have executed this Interlocal Agreement on behalf of the referenced entities

Signed, Sealed and Delivered in the presence of:

**METROPLIAN ORLANDO**

BY: *[Signature]*

TITLE: Chairman

ATTEST: *[Signature]*

TITLE: clerk

**BREVARD MPO**

BY: *[Signature]*

TITLE: Comm.

ATTEST: *[Signature]*

TITLE: Director

**LAKE-SUMTER MPO**

BY: *[Signature]*

TITLE: Chairman

ATTEST: *[Signature]*

TITLE: EXECUTIVE DIRECTOR

**POLK/TPO**

BY: ~~*[Signature]*~~ *[Signature]*

TITLE: Comm.

ATTEST: *[Signature]*

TITLE: Director

**VOLUSIA COUNTY MPO**

BY: *[Signature]*

TITLE: Vice Mayor

ATTEST: *[Signature]*

TITLE: Admin Asst

**OCALA/MARION COUNTY TPO**

BY: *[Signature]*

TITLE:

ATTEST: *[Signature]*

TITLE: Director