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REGIONAL PLANNING COUNCIL
**INTERLOCAL AGREEMENT FOR CREATION OF THE
METROPOLITAN TRANSPORTATION PLANNING ORGANIZATION**

THIS INTERLOCAL AGREEMENT is made and entered into this 26th day of May, 2004, by and between the FLORIDA DEPARTMENT OF TRANSPORTATION; ALACHUA COUNTY, FLORIDA; and the CITY OF GAINESVILLE, FLORIDA.

RECITALS

WHEREAS, the Federal Government, under the authority of 23 United States Code 134 and 49 United States Code 5303, requires each metropolitan area, as a condition to the receipt of federal capital or operating assistance, to have a continuing, cooperative and comprehensive transportation planning process that results in plans and programs consistent with the comprehensively planned development of the metropolitan area, and further requires the State Transportation Agency and the metropolitan area to enter into an Agreement clearly identifying the responsibilities of each party for cooperatively carrying out such transportation planning; and

WHEREAS, the parties to this Interlocal Agreement desire to participate cooperatively in the performance, on a continuing basis, of a coordinated, comprehensive transportation planning process to assure that highway facilities, mass transit, rail systems, air transportation and other facilities will be properly located and developed in relation to the overall plan of community development; and

WHEREAS, 23 United States Code 134, as amended by the Intermodal Surface Transportation Efficiency Act of 1991 and the Transportation Equity Act for the Twenty-first Century (Public Law 105-178, 112 Stat. 107), 49 United States Code 5303-5307, 23 Code of Federal Regulations 450.306, and Section 339.175, Florida Statutes, provide for the creation of the Metropolitan Transportation Planning Organization to develop transportation plans and programs for metropolitan areas; and

WHEREAS, pursuant to 23 United States Code 134(b), 49 United States Code 5303, 23 Code of Federal Regulations 450.306(a), and Section 339.175, Florida Statutes, a determination has been made by the Governor and units of general purpose local government representing at least 75 percent of the affected population (including the central city or cities) in the metropolitan area to designate a Metropolitan Transportation Planning Organization; and

WHEREAS, pursuant to Section 339.175(3), Florida Statutes, by letter to the Metropolitan Transportation Planning Organization dated January 16, 2004, the Governor has agreed to the apportionment plan of the members of the proposed Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area as set forth in this Agreement; and

WHEREAS, pursuant to 23 Code of Federal Regulations 450.306(c), and Section 339.175(1)(b), Florida Statutes, an interlocal agreement must be entered into by the Department and the governmental entities designated by the Governor for membership on the Metropolitan Transportation Planning Organization; and

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J. K. "BUDDY" IRBY
CLERK OF CIRCUIT COURT
ALACHUA COUNTY, FLORIDA
CLERK18 Receipt#206128

WHEREAS, the interlocal agreement is required to create the Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area and delineate the provisions for operation of the Metropolitan Transportation Planning Organization; and

WHEREAS, the undersigned parties have determined that this Interlocal Agreement satisfies the requirements of, and is consistent with, Section 339.175(1)(b), Florida Statutes; and

WHEREAS, pursuant to Section 339.175(1)(b), Florida Statutes, the interlocal agreement must be consistent with statutory requirements set forth in Section 163.01, Florida Statutes, relating to interlocal agreements; and

WHEREAS, the undersigned parties have determined that this Interlocal Agreement is consistent with the requirements of Section 163.01, Florida Statutes.

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

ARTICLE 1 RECITALS; DEFINITIONS

Section 1.01. Recitals. Each and all of the foregoing recitals are hereby incorporated herein and acknowledged to be true and correct to the best of the parties' knowledge. Failure of any of the foregoing recitals to be true and correct shall not operate to invalidate this Agreement.

Section 1.02. Definitions. The following words when used in this Agreement (unless the context shall clearly indicate the contrary) shall have the following meanings:

Agreement means and refers to this instrument, as amended from time to time.

Department shall mean and refer to the Florida Department of Transportation, an agency of the State of Florida created pursuant to Section 20.23, Florida Statutes.

FAA means and refers to the Federal Aviation Administration.

FHWA means and refers to the Federal Highway Administration.

FTA means and refers to the Federal Transit Administration.

Long-Range Transportation Plan is the 20-year plan which: identifies transportation facilities; includes a financial plan that demonstrates how the plan can be implemented and assesses capital improvements necessary to preserve the existing metropolitan transportation system and make efficient use of existing transportation facilities, indicates proposed transportation enhancement activities; and in ozone/carbon monoxide nonattainment areas is coordinated with the State Implementation Plan, all as required by 23 USC Section 134(g), 23 CFR Section 450.322, Section 339.175(6), Florida Statutes.

Metropolitan Area means and refers to the planning area as delineated by the Metropolitan Transportation Planning Organization for the urbanized area containing at least a population of 50,000 as described in 23 U.S.C. 134(b)(1), 49 U.S.C. Section 5303(c)(1) and Section 339.175, Florida Statutes, which shall be subject to the Metropolitan Transportation Planning Organization's planning authority. The attached Map 1 shows the boundary of the

metropolitan area.

MTPO means and refers to the Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area formed pursuant to this Agreement [this is the organization fulfilling the requirements of metropolitan planning organizations (MPOs) pursuant to federal and state law].

Transportation Improvement Program (TIP) is the staged multi-year program of transportation improvement projects developed by the Metropolitan Transportation Planning Organization consistent with the Long-Range Transportation Plan and developed pursuant to title 23 United States Code 134(h), 49 United States Code 5304, 23 Code of Federal Regulations 450.324 and Section 339.175, Florida Statutes.

Unified Planning Work Program (UPWP) is the annual program, developed in cooperation with the Department and public transportation providers, that lists all planning tasks to be undertaken during a program year, together with a complete description thereof and an estimated budget, all as required by 23 CFR 450.314, and Section 339.175(8), Florida Statutes.

ARTICLE 2 PURPOSE

Section 2.01. General Purpose. The purpose of this Agreement is to establish the Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area:

(a) To assist in the development of transportation systems embracing various modes of transportation in a manner that will maximize the mobility of people and goods within and through this metropolitan area of this state and minimize, to the maximum extent feasible, for transportation-related fuel consumption and air pollution;

(b) To develop transportation plans and programs, in cooperation with the Department, which plans and programs provide for the development of transportation facilities that will function as multi-modal and an intermodal transportation system for the metropolitan area;

(c) To implement and ensure a continuing, cooperative and comprehensive transportation planning process that results in coordinated plans and programs consistent with the comprehensively planned development of this affected metropolitan area in cooperation with the Department;

(d) To assure eligibility for the receipt of Federal capital and operating assistance pursuant to 23 U.S.C. 34 and 49 U.S.C. 5303, 5304, 5305 and 5306; and

(e) To carry out the metropolitan transportation planning process, in cooperation with the Department, as required by 23 U.S.C. 134 and 49 U.S.C. 5303, 5304, 5305 and 5306; 23 CFR 420 and 450, and 49 CFR Part 613, Subpart A: and consistent with Chapter 339, Florida Statutes, and other applicable state and local laws.

Section 2.02. Major MTPO Responsibilities. The MTPO is intended to be a forum for cooperative decision making by officials of the governmental entities which are party to this Agreement in the development of transportation-related plans and programs, including but not limited to:

- (a) The Long-range Transportation Plan;
- (b) The Transportation Improvement Program;
- (c) The Unified Planning Work Program;
- (d) A congestion management system for the metropolitan area as required by state or federal law;
- (e) Assisting the Department in mapping transportation planning boundaries required by state or federal law;
- (f) Assisting the Department in performing its duties relating to access management, functional classification of roads and data collection; and
- (g) Performing such other tasks presently or hereafter required by state or federal law.

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Section 2.03. MTPO decisions coordinated with FDOT and consistent with comprehensive plans. Chapter 334, Florida Statutes, grants the broad authority for the Department's role in transportation. Section 334.044, Florida Statutes, shows the legislative intent that the Department shall be responsible for coordinating the planning of a safe, viable and balanced state transportation system serving all regions of the State. Section 339.155, Florida Statutes, requires the Department to develop a statewide transportation plan, which considers, to the maximum extent feasible, strategic regional policy plans, MTPO plans and approved local government comprehensive plans. Section 339.175, Florida Statutes, specifies the authority and responsibility of the MTPO and the Department in the management of a continuing, cooperative and comprehensive transportation planning process for the metropolitan area.

In fulfillment of this purpose and in the exercise of the various powers granted by Chapters 334 and 339, Florida Statutes, the Department and all parties to this Agreement acknowledge that the provisions of the Local Government Comprehensive Planning and Land Development Regulation Act, Sections 163.3161-3215, Florida Statutes, are applicable to this Agreement. The parties to this Agreement shall take particular care that the planning processes and planning integrity of local governments as set forth in aforementioned law shall not be infringed upon.

**ARTICLE 3
MTPO ORGANIZATION AND CREATION**

Section 3.01. Establishment of the MTPO. The Metropolitan Planning Organization for the metropolitan area as described in the membership apportionment plan approved by the Governor is hereby created and established pursuant to the Agreement to carry out the purposes and functions set forth in Articles 2 and 5. The legal name of this Metropolitan Planning Organization shall be the Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area.

Section 3.02. MTPO to operate pursuant to law. In the event that any election, referendum, approval, permit, notice, other proceeding or authorization is required under applicable law to undertake any power, duty or responsibility hereunder, or to observe, assume or carry out any of the provisions of this Agreement, the MTPO will, to the extent of its legal capacity, comply with all applicable laws and requirements.

Section 3.03. Governing board to act as policy-making body of MTPO. The governing board established pursuant to Section 4.01 of this Agreement shall be the policy-making body forum of the MTPO responsible for cooperative decision-making of actions taken by the MTPO. The governing board is the policy-making body that is the forum for cooperative decision-making and will be taking the required approval action as the MTPO.

Section 3.04. Submission of proceedings; Contracts and other documents. Subject to the right to claim an exemption from the Florida Public Records Law, Chapter 119, Florida Statutes, the parties shall submit to each other such data, reports, records, contracts and other documents relating to its performance as a metropolitan planning organization as is requested. Charges are to be in accordance with Chapter 119, Florida Statutes.

Section 3.05. Rights of review. All parties to this Agreement, and the affected Federal funding agency (i.e., FHWA, FTA and FAA) shall have the rights of technical review and comment of MTPO projects.

**ARTICLE 4
COMPOSITION; MEMBERSHIP; TERMS OF OFFICE**

Section 4.01. Composition and membership of governing board: The membership of the MTPO shall consist of 12 voting representatives and three non-voting representatives.

(a) Voting Members: The names of the member local governmental entities and the voting apportionment of the governing board as approved by the Governor shall be as follows:

1. The five (5) members of the Board of County Commissioners of Alachua County, Florida.
2. The Mayor and the remaining six (6) members of the City Commission of the City of Gainesville, Florida.

(b) Nonvoting Members: In addition to the voting members, the MTPO shall consist of one representative from the Florida Department of Transportation, one representative from the University of Florida and one rural advisor representative from the Alachua County League of Cities who have nonvoting status.

(c) In no event shall the county commission representatives constitute less than one-third of the total number of representatives on the MTPO.

Section 4.02. Terms. The membership of elected officials as voting members of the MTPO shall coincide with their respective elected terms.

Section 4.03. Voting Procedures. The concurring vote of a majority of the voting members present, including the concurring vote of at least a majority of those members present representing both the City Commission and at least a majority of those members present representing the County Commission, shall be necessary in order to adopt any measure to decide any question.

ARTICLE 5 AUTHORITIES, POWERS, DUTIES AND RESPONSIBILITIES

Section 5.01. General authority. The MTPO shall have all authorities, powers and duties, enjoy all rights, privileges and immunities, exercise all responsibilities and perform all obligations necessary or appropriate to managing a continuing, cooperative and comprehensive transportation planning process as specified in Section 339.175(4) and (5), Florida Statutes.

Section 5.02. Specific authority and powers. The MTPO shall have the following powers and authority:

(a) As provided in Section 339.175(5)(g), Florida Statutes, the MTPO may employ personnel and/or may enter into contracts with local or state agencies and private planning or engineering firms to use the staff resources of local and/or state agencies;

(b) As provided in Section 163.01(14), Florida Statutes, the MTPO may enter into contracts for the performance of service functions of public agencies;

(c) As provided in Section 163.01(5)(j), Florida Statutes, the MTPO may acquire, own, operate, maintain, sell or lease real and personal property;

(d) As provided in Section 163.01(5)(m), Florida Statutes, the MTPO may accept funds, grants, assistance, gifts or bequests from local, State and Federal resources;

(e) The MTPO may promulgate rules to effectuate its powers, responsibilities and obligations enumerated herein; provided, that said rules do not supersede or conflict with applicable local and state laws, rules and regulations; and

(f) The MTPO shall have such powers and authority as specifically provided in Sections 163.01 and 339.175, Florida Statutes, and as may otherwise be provided by federal or state law.

Section 5.03. Duties and responsibilities. The MTPO shall have the following duties and responsibilities:

(a) As provided in Section 339.175(5)(d), Florida Statutes, the MTPO shall create and appoint a technical advisory committee;

(b) As provided in Section 339.175(5)(e), Florida Statutes, the MTPO shall create and appoint a citizens' advisory committee;

(c) As provided in Section 163.01(5)(o), Florida Statutes, the MTPO membership shall be jointly and severally liable for liabilities, and the MTPO may respond to such liabilities through the purchase of insurance or bonds, the retention of legal counsel and, as appropriate, the approval of settlements of claims by its governing board;

(d) As provided in Section 339.175(8), Florida Statutes, the MTPO shall establish a budget which shall operate on a fiscal year basis consistent with any requirements of the Unified Planning Work Program;

(e) The MTPO, in cooperation with the Department, shall carry out the metropolitan transportation planning process as required by 23 CFR Parts 420 and 450, and 49 CFR Part 613, Subpart A, and consistent with Chapter 339, Florida Statutes, and other applicable state and local laws;

(f) As provided in Section 339.175(9)(a), Florida Statutes, the MTPO shall enter into agreements with the Department, operators of public transportation systems and the metropolitan and regional intergovernmental coordination and review agencies serving the metropolitan area. These agreements will prescribe the cooperative manner in which the transportation planning process will be coordinated and included in the comprehensively planned development of the area;

(g) Prepare the Long-Range Transportation Plan;

(h) In cooperation with the Department, prepare the Transportation Improvement Program;

(i) In cooperation with the Department, prepare and annually update the Unified Planning Work Program;

(j) Prepare a congestion management system for the metropolitan area;

(k) Assist the Department in mapping transportation planning boundaries required by state or federal law;

(l) Assist the Department in performing its duties relating to access management, functional classification of roads, and data collection;

(m) Perform such other tasks presently or hereafter required by state or federal law;

(n) Execute certifications and agreements necessary to comply with state or federal law; and

(o) Adopt operating rules and procedures.

**ARTICLE 6
FUNDING; INVENTORY REPORT; RECORD-KEEPING**

Section 6.01. Funding. The Department shall allocate to the MTPO for its performance of its transportation planning and programming duties, an appropriate amount of federal transportation planning funds:

Section 6.02. Inventory report. The MTPO agrees to inventory, to maintain records of and to insure proper use, control and disposal of all nonexpendable tangible property acquired pursuant to funding under this Agreement. This shall be done in accordance with the requirements of 23 CFR Part 420, Subpart A, 49 CFR Part 18, Subpart C, and all other applicable federal regulations.

Section 6.03. Record-keeping and document retention. The Department and the MTPO shall prepare and retain all records in accordance with the federal and state requirements, including but not limited to 23 CFR Part 420, Subpart A, 49 CFR Part 18, Subpart C, 49 CFR 18.42 and Chapter 119, Florida Statutes.

**ARTICLE 7
MISCELLANEOUS PROVISIONS**

Section 7.01. Constitutional or statutory duties and responsibilities of parties. This Agreement shall not be construed to authorize the delegation of the constitutional or statutory duties of any of the parties. In addition, this Agreement does not relieve any of the parties of an obligation or responsibility imposed upon them by law, except to the extent of actual and timely performance thereof by one or more of the parties to this Agreement or any legal or administrative entity created or authorized by this Agreement, in which case this performance may be offered in satisfaction of the obligation or responsibility.

Section 7.02. Amendment of Agreement. Amendments or modifications of this Agreement may only be made by written agreement signed by all parties here to with the same formalities as the original Agreement. No amendment may alter the membership apportionment plan or jurisdictional boundaries of the MTPO without approval by the Governor.

Section 7.03. Duration. This Agreement shall remain in effect until terminated by the parties to this Agreement; provided, however, that by no later than ten years after the effective date of this Interlocal Agreement, and at least every ten years thereafter, the Governor shall examine the composition of the MTPO membership and reapportion it as necessary to comply with Section 339.175, Florida Statutes, as appropriate. During examination of the MTPO apportionment every ten years by the Governor, this Agreement shall be reviewed by the MTPO and the Department to confirm the validity of the contents and to recommend amendments, if any, that are required.

Section 7.04. 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:

Florida Department of Transportation
605 Suwannee Street
Tallahassee, FL 32399-0450

Alachua County Board of County Commissioners
P.O. Box 2877
Gainesville, FL 32602

City of Gainesville Commission
P.O. Box 490
Gainesville, FL 32602

INSTRUMENT # 2071518
12 PGS

A party may unilaterally change its address or addressee by giving notice in writing to the other parties as provided in this section. Thereafter, notices, demands and other pertinent correspondence shall be addressed and transmitted to the new address.

Section 7.05. Interpretation.

(a) Drafters of Agreement. The Department and the members of the MTPO 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 judgement, 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.

(c) Rules of construction. In interpreting this Agreement, the following rules of construction shall apply unless the context indicates otherwise:

1. The singular of any word or term includes the plural;
2. The masculine gender includes the feminine gender; and
3. The word "shall" is mandatory, and "may" is permissive.

Section 7.06. 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.

Section 7.07. Agreement execution; Use of counterpart signature pages. This Agreement, and any amendments hereto, may be simultaneously executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument.

Section 7.08. Effective date; Cost of recordation.

(a) Effective date. This Agreement shall become effective upon its filing in the Office of the Clerk of the Circuit Court of Alachua County. Any amendment hereto shall become effective only upon its filing in the Office of the Clerk of the Circuit Court of Alachua County.

(b) Recordation. The MTPO hereby agrees to pay for any costs of recordation or filing of this Agreement in the Office of the Clerk of the Circuit Court of Alachua County. The recorded or filed original hereof, or any amendment, shall be returned to the MTPO for filing in its records.

Section 7.09. Supersedes Prior Agreement. This interlocal agreement supersedes and replaces the prior interlocal agreement between the parties hereto, executed December 12, 1979.

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IN WITNESS WHEREOF, the undersigned parties have executed this Interlocal Agreement on behalf of the referenced legal entities and hereby establish the above designated MTPO.

Signed, Sealed and Delivered in the presence of:

ATTEST:

Clerk

BOARD OF COUNTY COMMISSIONERS OF
ALACHUA COUNTY, FLORIDA

By: Mike Byrby
Chairman

APPROVED AS TO FORM LEGALITY:

D. Wagner
David Wagner, County Attorney

ATTEST:

Clerk

CITY COMMISSION
GAINESVILLE, FLORIDA

By: Peggy Hamahan
Mayor

APPROVED AS TO FORM LEGALITY:

Marion Radson
Marion Radson, City Attorney

JUL 13 2004

ATTEST:

Clerk

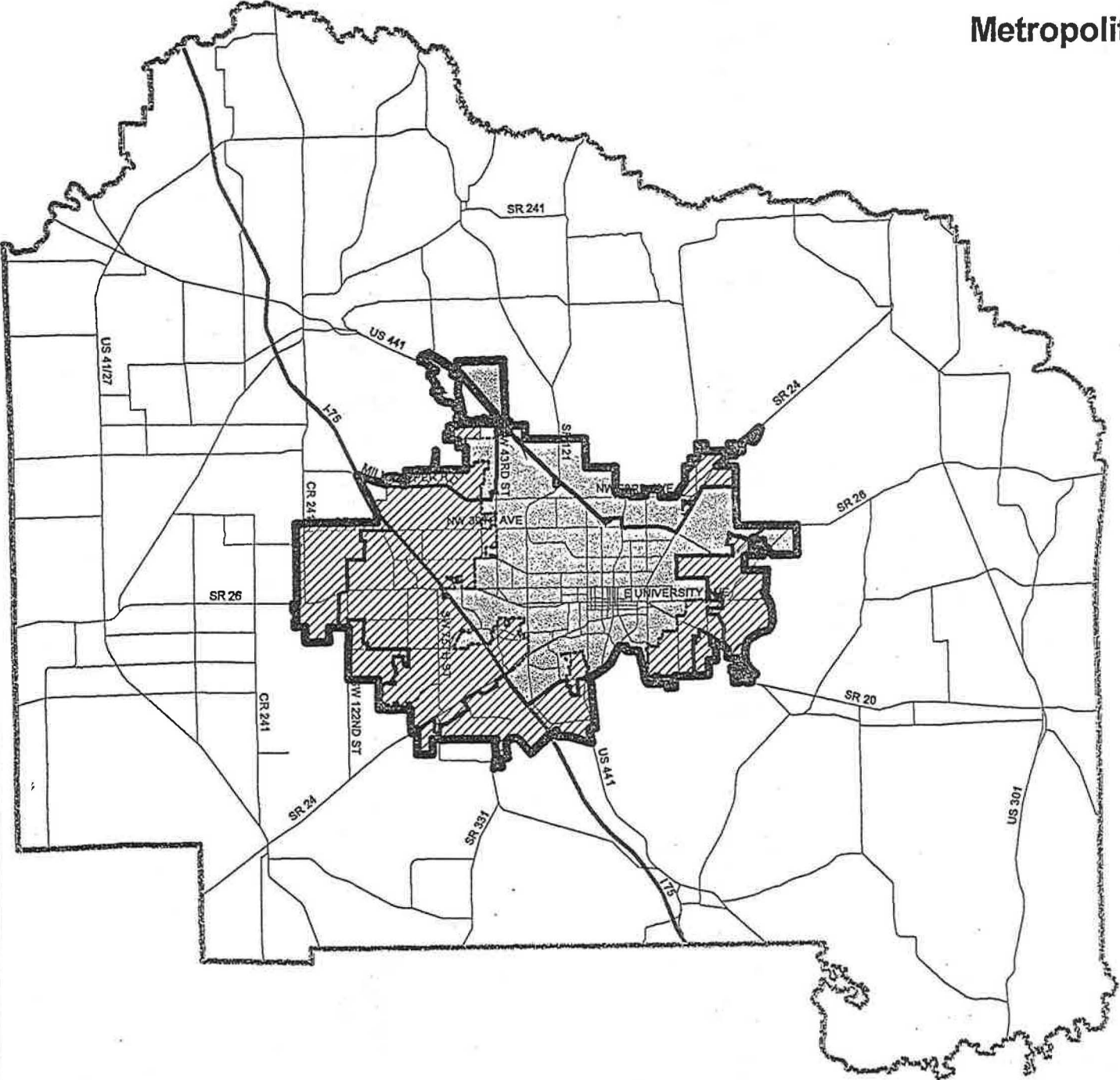
FLORIDA DEPARTMENT OF TRANSPORTATION

By: Lisa Lambert

Kenneth S. Davis
Kenneth S. Davis
District General Counsel

Map 1 Metropolitan Area Boundary

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Legend

- Alachua County Boundary
- Roads
- Interstate
- Proposed Planning Boundary
- Census 2000 Urbanized Area
- Gainesville City Limits
- Urban Cluster



Source: Future Land Use Map 2020 - Alachua County, Florida dated July 15, 2003