



Council Meeting Agenda

Wednesday, March 18, 2015
10:00 a.m. – 12:00 p.m.

309 Cranes Roost Blvd. Suite 2000, Mayor John H. Land Board Room
Altamonte Springs, Florida 32701

I. Call to Order and General Business

- Call to Order – Commissioner Constantine
- Pledge of Allegiance – Commissioner Constantine
- Roll Call – Ms. Pegge Parker

II. Consent Agenda

- January 2015 Council Meeting Minutes (Attachment 1)
- December 2014 and January 2015 Financial Reports (Attachment 2)
- FDOT Central Florida Safe Routes Portal Task Amendment – Resolution #01 – 2015 (Attachment 3)
- Intergovernmental Coordination and Review and Public Transportation Coordination Joint Participation Agreement (JPA)
 - Lake-Sumter MPO – Resolution #02 – 2015 (Attachment 4)
 - MetroPlan Orlando – Resolution #03 – 2015 (Attachment 5)

III. HUD Sub-recipient – Parramore Comprehensive Neighborhood Plan – Paul Lewis, Chief Planner, City of Orlando

IV. Freight Terminology Relevant to Central Florida – Ryan Marks, District Freight Coordinator, Florida Department of Transportation

V. Brevard County Update – Robin Sobrino, Brevard County Planning and Development Director

VI. Volusia County 1st Responder/Hazmat/Fire Training Symposium – Tim Kitchen, Emergency Preparedness Manager

VII. Brief County Updates – County Representatives

VIII. Chair's Report – Legislative Update

- Senate Bill #484/House Bill #873 – Regional Planning Councils
- Senate Bill #562/House Bill #579 – Growth Management/DRIs

IX. Executive Director's Report

- Budget Update
- Staff Activities and DRI Report (Handout)
 - Coordination with DEO – Palm Bay Trip
 - Orlando International Airport – East Airfield DRI
 - Villa City DRI

X. Announcements/Comments

XI. Adjournment

All Council meetings are open to the public as required by Florida Sunshine Law, Chapter 286, FS, and shall meet the requirements of Chapter 120, FS. The agenda is set as per Chapter 29F, FAC, the rules of the East Central Florida Regional Planning Council. Persons participating in a Council meeting shall be allocated a reasonable amount of time to present oral testimony and offer written materials relevant to their position. The Chairperson shall instruct all persons as to amount of time allocated for presentation and appropriateness of written materials. An opportunity for general public comment will be included in each agenda. If a person decides to appeal a decision on any matter considered on the above listed agenda, such person must ensure that a verbatim record of the proceedings is made to include testimony and evidence upon which the appeal is to be based.

ATTACHMENT 1

January 2015 Council Meeting Minutes

EAST CENTRAL FLORIDA REGIONAL PLANNING COUNCIL

COUNCIL MEETING MINUTES

JANUARY 21, 2015 10:00 A.M.

COMMISSIONER LEE CONSTANTINE PRESIDING

In Attendance:

County Representatives:

Commissioner Jim Barfield, Brevard County
Commissioner Welton Cadwell, Lake County
Commissioner Scott Boyd, Orange County
Commissioner Cheryl Grieb, Osceola County
Commissioner Lee Constantine, Seminole County
Commissioner John Horan, Seminole County
County Chair Jason Davis, Volusia County
Councilwoman Joyce Cusack, Volusia County

Municipal Representatives:

Mayor Rocky Randels, Space Coast League of Cities (City of Cape Canaveral)
Mayor Gary Bruhn, Tri-County League of Cities (Town of Windermere)
Mayor David Mealor, Tri-County League of Cities (City of Lake Mary)
Vice Mayor Leigh Matusick, Volusia County League of Cities (City of DeLand)

Gubernatorial Appointees:

Mr. Jose A. Rivas, Orange County
Mr. John Lesman, Seminole County

Ex-Officio Members:

Ms. Heather Garcia, Florida Department of Transportation
Mr. Aaron Watkins for Mr. Jeff Prather, Florida Department of Environmental Protection
Ms. Nancy Christman, St. Johns River Water Management District
Mr. William Graf, South Florida Water Management District

Other Attendees:

Mr. Shailesh K. Patel, DMC
Mr. Pedro Leon, Volusia County Economic Development
Mr. Felix Fernandez, Battelle, Ponce Inlet
Mr. Henry O. Pate, Battelle, Ponce Inlet
Ms. Lorelle Friend, Friends of Spruce Creek Preserve
Mr. Tomm Friend, TaskForce
Ms. Susan McCune, Orange County Planning
Ms. Alayna Curry, Central Florida Expressway Authority
Ms. Carleen Flynn, Lynx

Members not in Attendance:

Commissioner Andy Anderson, Brevard County
Commissioner Sean Parks, Lake County
Commissioner Viviana Janer, Osceola County
Commissioner Patty Sheehan, City of Orlando
Commissioner Michael Holland, Lake County League of Cities (City of Eustis)
Ms. Jill Rose, Orange County
Mr. Russell Gibson, City of Sanford

ECFRPC Staff in Attendance:

Attorney Jerry Livingston	Mr. Hugh Harling, Jr.
Mr. Fred Milch	Ms. Tara McCue
Mr. Luis Nieves-Ruiz	Ms. Jessica Benn
Ms. Pegge Parker	Mr. Andrew Landis
Mr. PJ Smith	Ms. Lelia Hars

I. Call to Order and General Business

Commissioner Constantine called the meeting to order at 10:02 a.m. The Pledge of Allegiance was led by Commissioner Cadwell. Ms. Pegge Parker called the roll and announced a quorum was present. Commissioner Constantine welcomed Commissioner Barfield as a new member of the Council.

II. Consent Agenda

County Chair Davis made a motion to approve the November 2014 Council Meeting minutes. The motion was seconded by Mayor Randels and the motion carried. Commissioner Cadwell made a motion to approve the October and November 2014 Financial Reports. The motion was seconded by Mayor Bruhn and the motion was approved and carried.

III. Amendment #1 Update Presentation – Mr. Clay Henderson, Attorney, Holland & Knight

Mr. Clay Henderson gave a presentation on Water & Land Conservation – Amendment 1 implementation explaining that 75% of all voters voted Yes on Amendment 1. The primary issues with the voters included lack of funding for water and land conservation, proposed surplus of conservation lands, the crisis with the Indian River Lagoon and Wekiva Springs, and the degradation of Florida’s springs. Amendment 1 allocates 33% of the existing excise tax (doc stamps) to the Land Acquisition Trust Fund for land conservation, restoration, and management for a period of twenty years, effective July 1, 2015.

Other activities involved in this budget include stormwater retrofits, wastewater treatment plant upgrades, beach re-nourishment, land management, creating a five-year conservation plan, and increasing administration staff.

Mayor Mealor suggested sending a link to this presentation to all Council members. There was general discussion on how projects would be submitted, prioritized and funded. Mr. Henderson stated that much of this still needs to be determined by the legislature.

Commissioner Constantine stated that once current statutes that currently exist are fully funded, there will still be a great deal of funds leftover and we will need to create a priority list of shovel-ready projects to fund.

IV. Volusia County Update “Mosquito Lagoon Water Clarity” – County Chair Jason Davis; Tomm Friend, Project Director; Henry Pate, Sr. Research Scientist, Batelle; Shailesh Patel, Project Manager, Dredging and Marine Consultants

County Chair Davis opened the presentation with an overview of problems and solutions within the Mosquito Lagoon, particularly the toxic waste product ammonia, which is made up of nitrogen and oxygen and excreted by the living creatures in the lagoon. He explained that normally, the oxygen-dependent bacteria removes the oxygen from the ammonia and releases the nitrogen into the atmosphere. However, the Coronado Causeway restricts the tidal flow into the Mosquito Lagoon which has resulted in the lagoon being unable to support the oxygen-dependent bacteria resulting in ammonia accumulation. The reduction of water flow results in spikes of salinity, thus impacting fish and plant reproduction and the rapid growth of brown algae.

The presentation continued to describe Batelle’s Florida Research Facility project designed to reintroduce oxygen rich sea water into the Lagoon in two phases. Phase A would include passive enhancements such as manifold installations which are controlled by tidal pressure creating a positive flow of fresh sea water; BridgeDolphins, or deflectors, on the footings of the North Causeway Bridge would result in an increase in flow and exchange which would provide structure to improve fishery resources and water quality; the release of 4,000 reef balls (made of concrete) beneath public and participating private docks from Brevard County to Flagler County and throughout the Volusia estuary to reintroduce life to the lagoon and rivers; and a water monitoring network to monitor lagoon water levels. Phase B would include BridgeDolphins, or deflectors, for N. Halifax and N. Indian (Brevard and Volusia), with flow devices at key points.

County Chair Davis requested a letter of support from the Council to help push this project forward and assist in his application for grants. Commissioner Constantine asked how much the project would cost in its entirety. The response was approximately \$25 million for entire coastline.

Commissioner Boyd stated that while he is supportive of the initiative and commends County Chair Davis on all the hard work, there are a number of projects that each county has that could benefit from a letters of support and that perhaps a priorities list should be created so all projects in the region are addressed equally by the RPC. Commissioner Constantine suggested to County Chair Davis that perhaps the initiative should be taken to Volusia County first and then brought back to the Council at the next meeting. Chair Davis agreed and stated that it was brought to the Council originally because it also involved Brevard County, not just Volusia County. It was decided to bring back the request for a letter of support at a later date.

V. Brief County Updates – County Representatives

- Commissioner Boyd, Orange County – Orange County continues to see a tremendous amount of growth, especially in Southwest Orange; they are moving forward on a potential new high school that is needed in the area and are working on a good relationship with the School Board.
- Commissioner Horan, Seminole County – Seminole County is expecting substantially complete design drawings for a new sportsplex to be constructed just east of the Sanford

Airport on East Lake Mary Boulevard. It will include 16 fields, including 9 or 10 multi-purpose fields, and will begin hosting tournaments by early 2016. The sportsplex has generated a lot of interest in contiguous property development including a mixed-use project with a hotel and indoor sports projects. Commissioner Constantine discussed the approval for the merger of the Casselberry Fire Department into the Seminole County Fire Department, which also includes the cities of Winter Springs and Altamonte Springs.

- Commissioner Grieb, Osceola County – Commissioner Grieb will introduce new Council member, Commissioner Janer, at the next Council meeting. The biggest item on Osceola County's agenda, and which will affect central Florida and Florida in general, is the 100,000 square foot Advanced Manufacturing Research Facility. The County will request from the State \$125 million for the specialized equipment and infrastructure for the facility which is similar to a business incubator. The County has already provided the \$61 million for the structure. Also, a new portion of the Shingle Creek Trail has just broken ground which will connect to Orange County.
- Commissioner Barfield, Brevard County – There were about 26 launches in 2014 which has increased competition for commercial space; the economy is picking up with lots of new jobs and new industries. Commissioner Barfield also serves on the five-county coalition for the Indian River Lagoon.
- Commissioner Cusack and Vice Mayor Matusick, Volusia County – Commissioner Cusack provided an overview of economic development activities in Volusia County: The UCF business incubator at Daytona International Airport completed its third year in operation; November employment increased by 6,000 jobs; unemployment decreased by 1% in the past 12 months; there have been 32 new businesses and facilities in Volusia County; and the trails and parks improvements continue with 22.7 miles of existing trails and 25.2 miles funded for new trails. The total trail system when completed will be 70.5 miles. Vice Mayor Matusick stated that the City of DeLand and Volusia County are committed to SunRail being extended to DeLand. Volusia County has requested a letter of support to Washington from the Central Florida MPO Alliance for the extension and completion of the north end. The south end, a separate phase, has received funding but Volusia County has not received funding and it is not in the President's budget at this time. Commissioner Horan made a motion to send a letter to the FTA Administrator emphasizing the importance of treating this as one project. Vice Mayor Matusick seconded the motion and it carried.

VI. Chair's Report

- Previous to this Council meeting, the Nominating Committee for the Executive Board met and, due to the vacancy left by Chair Nelson, it was suggested to move all current Executive Board members up one position: Commissioner Constantine, Chair; Commissioner Cadwell, Vice Chair; Vice Mayor Matusick, Secretary; Ms. Rose, Treasurer; and the new At-Large member would be Mayor Randels. Commissioner Horan made a motion to approve the nomination of Mayor Randels and the new slate of the Executive Board. Commissioner Barfield seconded and the motion was approved and carried.

VII. Executive Director's Report

- Mr. Harling stated there will be an orientation meeting for new Council members, and any other members that would like to attend, after the May Council meeting.
- **FRCA and Policy Board Update** – The January FRCA meeting in Tallahassee included a Policy Board meeting and Commissioner Constantine and Ms. Jill Rose represented the

Council. Included in the meeting was a discussion regarding issues with the Regional Planning Councils and, in particular, the Withlacoochee RPC. There is also a move by one State Senator to eliminate the RPCs.

- **Project Updates:**

- Indian River Lagoon – Work continues with the five counties; completed mapping of all 3,500 outfalls over 152 miles; the data on the pollution, and which ones are the worst, will then be overlaid on the map and an analysis will be made to prioritize outfalls and the treatment process.
 - ECF Corridor Task Force – Completed the study of the corridor from Osceola and Orange counties over to southern Brevard County. The report has been submitted to the Governor and they are working on the best methodology to improve the road systems.
 - Town of Pierson - Economic study continues regarding agricultural diversification;
 - City of Satellite Beach – continuing coastal resiliency project;
 - City of Kissimmee – continuing housing study;
 - Emergency Management 3rd Annual Hazardous Material Symposium - completed;
 - HUD – working on completion of final close-out
- **Staff Activities and DRI Report** – The Executive Committee meeting packet contains a Staff Activities Report and DRI Update which includes a list of ongoing and completed projects for the months of November and December 2014, including an update on DRIs.

VIII. Announcements/Comments

- The next Council meeting is March 18, 2015.
- Dog Mardi Gras Parade in the City of DeLand this Saturday, 11:00 a.m.
- The Orange City Manatee Festival this Saturday.

IX. Adjournment

There being no further business before the Council, Commissioner Constantine adjourned the meeting at 11:55 a.m.

ATTACHMENT 2

December 2014 and January 2015 Council Financial Reports

Financial Forecast

Statement of Condition as of December 31, 2014

Cash-in-bank on December 1, 2014		\$886,150.14
Bank correction	\$625.00	
Deposits and Interest - December 2014	\$734,443.23	
Checks Issued - December 2014	<u>-\$504,257.88</u>	
Cash-in-bank on December 30, 2014		<u>\$1,116,960.49</u>

Financial Forecast for January 2015

Operating Cash January 1, 2015		\$1,116,960.49
Accounts Payable on January 1, 2015		<u>-27,008.11</u>
Net Operating Cash for January 1, 2015		\$1,089,952.38

Anticipated Revenue/Expense for January 2015:		
Accounts Receivables (Revenues)	\$83,022.27	
Accounts Payables (Expenditures)	<u>-\$151,305.06</u>	
Net Anticipated Revenue/Expense		<u>-\$68,282.79</u>
Anticipated Operating Cash for February 1, 2015		<u>\$1,021,669.59</u>

	Budget	11/30/2014	Actual	Current	Under (Over)	25.0%
		Year to Date	December	Year to Date		
Personnel						
Salaries & Wages (Permanent)	924,000	118,263	71,535	189,798	734,202	20.5%
Fringe Benefits	376,789	52,709	27,893	80,602	296,187	21.4%
Outside /Temporary Services	8,000		-	-	8,000	0.0%
Contract labor-SRPP and contracts	-		-	-	-	
Interns	-		-	-	-	
Unemployment	-		-	-	-	
Total Personnel	1,308,789	170,971	99,428	270,400	1,038,389	20.7%
Overhead						
Annual Audit/Audit Preparation	25,000	990	-	990	24,010	4.0%
Computer Ops (General)	30,000	12,720	870	13,590	16,410	45.3%
Depreciation/Use Charge	17,000	1,939	970	2,909	14,091	17.1%
Equipment (General)	12,000		-	-	12,000	0.0%
Equipment Maintenance/Rental	1,300		-	-	1,300	0.0%
Equipment Lease/Sales Taxes	50		-	-	50	0.0%
Graphics/Outside Printing	22,000	1,985	1,190	3,175	18,825	14.4%
Insurance	12,000	1,977	654	2,631	9,369	21.9%
Inter-Regnl Bd Rel (travel/training)	2,000		-	-	2,000	0.0%
Legal Counsel	40,000	6,668	3,334	10,002	29,998	25.0%
Library/Publications/Subscriptions	2,500	81	26	107	2,393	4.3%
Office Supplies	6,000	790	105	896	5,104	14.9%
Pension Fund Mgmt. Fee	1,400		-	-	1,400	0.0%
Postage	2,000	132	16	148	1,852	7.4%
Professional Dues	26,809	3,880	1,940	5,819	20,990	21.7%
Recruiting	100		-	-	100	0.0%
Rent	117,252	19,542	9,771	29,313	87,939	25.0%
Office Maintenance	1,500		-	-	1,500	0.0%
Staff Training	7,500	60	-	60	7,440	0.8%
Telephone & Communications	6,000	771	687	1,458	4,542	24.3%
Staff Travel	20,000	2,525	3,405	5,929	14,071	29.6%
Advertising	170		-	-	170	0.0%
Hmep Training	35,000		-	-	35,000	0.0%
EM Exercise Expense			-	-	-	
EM Workshop Expense		5,000	5,300	10,300	(10,300)	
GIS Coordination	3,000		-	-	3,000	0.0%
GIS Data Collection	1,500		-	-	1,500	0.0%
Consultants - DRI	20,000		-	-	20,000	0.0%
Consultants - CFGIS	13,380		-	-	13,380	0.0%
Consultants - HUD Grant	35,000	3,200	1,100	4,300	30,700	12.3%
HUD - Pass thru	819,000		-	-	819,000	0.0%
Web site maintenance	10,000		-	-	10,000	0.0%
Storage-Off Site Records	3,000	393	197	590	2,411	19.7%
Meeting Expenses	3,500	196	108	304	3,196	8.7%
REMI Annual Maintenance	21,000	3,433	1,717	5,150	15,850	24.5%
Total Overhead	1,316,961	66,282	31,388	97,670	1,219,291	7.4%
Total Expenditures	2,625,750	237,253	130,816	368,069	2,257,681	14.0%

East Central Florida Regional Planning Council
Financial Report December 2014

	31015	31115	31215	31315	31515	31407	31612	31714	31814	31914	32307	32514	33214	33314	33414	33514	33614	33714	
			FY15	FY15	FY15		Safe Routes	FDOT	USDC	Osceola	Regional	Bike	Volusia	Brevard	RDSTF	SRES	Volusia County	Visit	
Project:	General	Unfunded Mandates	LEPC Staff Support	Haz Mat Emrg Preparedness	Haz Mat Emrg Preparedness	DRI Reviews	to School Webpage	CFGIS	EDA/CEDS	COOP	Evacuation Study	Florida	County LMS	County CEMP Update	FY13	Small Area Data	USAR/HazMat FSE	Florida	
REVENUES																			
Revenues Paid:																			
Member Assessments	546,825.00																		
Member REMI Contributions																			
Federal																			
State																			
Local												198.01							
DRI Fees						7,948.50													
Other	3,495.42																		
Pension forfeiture																			
Total Revenues Received	550,320.42	0.00	0.00	0.00	0.00	7,948.50	0.00	0.00	0.00	0.00	0.00	198.01	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Account Receivables:																			
Member Assessments									16,176.44										
Federal				5,566.08	10,244.79		1,549.30		16,176.44	1,186.18			732.65	3,202.81	13,163.47	5,696.46	3,885.19		
State			8,091.20					11,012.92											
Local/Other																			79.21
Total Accounts Receivables	550,320.42	0.00	8,091.20	5,566.08	10,244.79	7,948.50	1,549.30	11,012.92	32,352.88	1,186.18	0.00	198.01	732.65	3,202.81	13,163.47	5,696.46	3,885.19	79.21	79.21
EXPENDITURES																			
Salaries	45,936.12	14,273.70	3,765.98		5,424.51	4,205.57	818.21	5,831.39	15,435.20	576.97		104.90	387.07	1,696.74	6,832.88	3,229.42	1,778.48		41.96
Fringe Benefits (Pool)	19,633.61	6,217.56	1,654.69		2,383.42	1,847.84	359.50	2,562.19	6,289.13	253.51		46.09	170.07	745.51	3,002.23	1,114.02	781.43		18.44
Indirect Cost (Pool)	20,419.46	6,381.30	1,688.08		2,431.52	1,885.11	366.76	2,613.89	6,765.31	258.62		47.02	173.50	760.56	3,062.81	1,352.62	797.20		18.81
Unemployment Comp																			
Audit Fees																			
Advertising/Regional Promotion																			
Computer Operations	839.85																		
Dues	397.29																		
Equipment																			
Equipment under \$500																			
Software over \$500																			
Graphics	607.31	60.72	265.66	0.20	4.65	8.33	4.83	1.51	5.03	67.80					3.37	0.40	482.16		
Board Member Travel																			
Legal	10,002.00																		
Office Supplies	388.43								18.38										
Postage	16.56	5.57	6.42		0.69	1.65		3.94	0.48				2.01		3.50				
Publications	72.80	21.56	12.32																
Recruiting																			
Rent																			
Equipment Rent & Maintenance																			
Staff Training	10.00								50.00										
HMEP Training																			
Emergency Mgmt Exercise Exp																			
Overtime/Backfill reimbursement																			
Taxes, Sales/Property																			
Telephone																			
Travel	656.42	500.92	698.05	265.88					356.03	29.28					258.68		45.92		
Temporary Labor/Outside Services																			
Interest Expense																			
DATA Fees																			
Consultants																			
GIS Coordination																			
Emergency Mgmt Workshop Expense				5,300.00															
Meeting Expenses	264.31	30.00																	
Miscellaneous supplies																			
REMI Annual Maintenance	1,716.67								3,433.32										
Web Site Maintenance																			
Web Site Upgrade																			
Office Maint/Painting																			
HUD DeBary sub-recipient																			
HUD Seminole County sub-recipient																			
HUD Longwood sub-recipient																			
HUD Orange County sub-recipient																			
HUD Orlando sub-recipient																			
HUD Shimberg UF sub-recipient																			
TOTAL EXPENDITURES	100,960.83	27,491.33	8,091.20	5,566.08	10,244.79	7,948.50	1,549.30	11,012.92	32,352.88	1,186.18	0.00	198.01	732.65	3,202.81	13,163.47	5,696.46	3,885.19	79.21	79.21

East Central Florida Regional Planning Council
Financial Report December 2014

	33814	34014	34114	34214	34315	34412	34515	34615	34715	15115	
	Satellite	Volusia Cty	Volusia Cty	THIRA	Osceola PA	HUD	Regional	Lake County	DEO Indian	Regional	
Project:	Beach DEP	Proj Mgmt	CEMP		Training	Sustainable	USAR	Public Health/PIK	River Lagoon	Haz Mat	Total
							Coordinator	Ebola TTX		Coordinator	
REVENUES											
Revenues Paid:											
Member Assessments											546,825.00
Member REMI Contributions											0.00
Federal					6,000.00						6,000.00
State											0.00
Local	10,000.00										10,198.01
DRI Fees											7,948.50
Other											3,495.42
Pension forfeiture											0.00
Total Revenues Received	10,000.00	0.00	0.00	0.00	6,000.00	0.00	0.00	0.00	0.00	0.00	574,466.93
Account Receivables:											0.00
Member Assessments						7,466.47					23,642.91
Federal		2,178.81	11,667.58	10,951.13		37,332.35	19,651.47	341.56		18,567.37	162,093.64
State									4,035.08		23,139.20
Local/Other											79.21
Total Accounts Receivables	10,000.00	2,178.81	11,667.58	10,951.13	6,000.00	44,798.82	19,651.47	341.56	4,035.08	18,567.37	783,421.89
EXPENDITURES											
Salaries	2,557.45	1,996.84	6,137.65	5,685.34	325.49	20,632.87	10,082.08	180.74	2,136.45	9,395.33	169,469.34
Fringe Benefits (Pool)	1,123.69	181.97	2,696.76	2,498.02	143.01	8,371.08	4,429.86	79.41	938.71	4,128.12	71,669.87
Indirect Cost (Pool)	1,146.37		2,751.18	2,548.43	145.90	9,032.29	4,519.25	81.01	957.65	4,211.42	74,416.07
Unemployment Comp											0.00
Audit Fees											0.00
Advertising/Regional Promotion											0.00
Computer Operations	12,000.00										12,839.85
Dues											397.29
Equipment											0.00
Equipment under \$500											0.00
Software over \$500											0.00
Graphics	65.20		1.80	219.34		260.50	22.55	0.40	1.31	319.90	2,402.97
Board Member Travel											0.00
Legal											10,002.00
Office Supplies											406.81
Postage	8.52								0.96		50.30
Publications											106.68
Recruiting											0.00
Rent											0.00
Equipment Rent & Maintenance											0.00
Staff Training											60.00
HMEP Training											0.00
Emergency Mgmt Exercise Exp											0.00
Overtime/Backfill reimbursement											0.00
Taxes, Sales/Property											0.00
Telephone							264.84				264.84
Travel			80.19			2,192.49	332.89			512.60	5,929.35
Temporary Labor/Outside Services											0.00
Interest Expense											0.00
DATA Fees											0.00
Consultants						4,300.00					4,300.00
GIS Coordination											0.00
Emergency Mgmt Workshop Expenses					5,000.00						10,300.00
Meeting Expenses						9.59					303.90
Miscellaneous supplies											0.00
REMI Annual Maintenance											5,149.99
Web Site Maintenance											0.00
Web Site Upgrade											0.00
Office Maint/Painting											0.00
HUD DeBary sub-recipient											0.00
HUD Seminole County sub-recipient											0.00
HUD Longwood sub-recipient											0.00
HUD Orange County sub-recipient											0.00
HUD Orlando sub-recipient											0.00
HUD Shimberg UF sub-recipient											0.00
TOTAL EXPENDITURES	16,901.23	2,178.81	11,667.58	10,951.13	5,614.40	44,798.82	19,651.47	341.56	4,035.08	18,567.37	368,069.26

Financial Forecast

Statement of Condition as of January 31, 2015

Cash-in-bank on January 1, 2015		\$1,116,960.49
Deposits and Interest - January 2015	\$83,022.27	
Checks Issued - January 2015	<u>-\$178,313.17</u>	
Cash-in-bank on January 31, 2015		<u>\$1,021,669.59</u>

Financial Forecast for February 2015

Operating Cash February 1, 2015		\$1,021,669.59
Accounts Payable on February 1, 2015		<u>-27,076.67</u>
Net Operating Cash for February 1, 2015		\$994,592.92

Anticipated Revenue/Expense for February 2015:		
Accounts Receivables (Revenues)	\$456,500.44	
Accounts Payables (Expenditures)	<u>-\$467,716.09</u>	
Net Anticipated Revenue/Expense		<u>-\$11,215.65</u>
Anticipated Operating Cash for March 1, 2015		<u>\$983,377.27</u>

	Budget	12/31/2014	Actual	Current	Under (Over)	33.3%
		Year to Date	January	Year to Date		
Personnel						
Salaries & Wages (Permanent)	924,000	189,798	103,012	292,809	631,191	31.7%
Fringe Benefits	376,789	80,602	34,424	115,026	261,763	30.5%
Outside /Temporary Services	8,000		-	-	8,000	0.0%
Contract labor-SRPP and contracts	-				-	
Interns	-		-		-	
Unemployment	-		-		-	
Total Personnel	1,308,789	270,400	137,436	407,835	900,954	31.2%
Overhead						
Annual Audit/Audit Preparation	25,000	990	-	990	24,010	4.0%
Computer Ops (General)	30,000	13,590	11,093	24,683	5,317	82.3%
Depreciation/Use Charge	17,000	2,909	970	3,878	13,122	22.8%
Equipment (General)	12,000		-		12,000	0.0%
Equipment Maintenance/Rental	1,300		-		1,300	0.0%
Equipment Lease/Sales Taxes	50		-		50	0.0%
Graphics/Outside Printing	22,000	3,175	1,487	4,662	17,338	21.2%
Insurance	12,000	2,631	989	3,619	8,381	30.2%
Inter-Regnl Bd Rel (travel/training)	2,000		1,002	1,002	998	50.1%
Legal Counsel	40,000	10,002	3,334	13,336	26,664	33.3%
Library/Publications/Subscriptions	2,500	107	71	177	2,323	7.1%
Office Supplies	6,000	896	664	1,560	4,440	26.0%
Pension Fund Mgmt. Fee	1,400		-		1,400	0.0%
Postage	2,000	148	66	214	1,786	10.7%
Professional Dues	26,809	5,819	1,940	7,759	19,050	28.9%
Recruiting	100		-		100	0.0%
Rent	117,252	29,313	9,771	39,084	78,168	33.3%
Office Maintenance	1,500		-		1,500	0.0%
Staff Training	7,500	60	10	70	7,430	0.9%
Telephone & Communications	6,000	1,458	477	1,936	4,064	32.3%
Staff Travel	20,000	5,929	2,342	8,271	11,729	41.4%
Advertising	170		500	500	(330)	294.1%
Hmep Training	35,000		13,300	13,300	21,700	38.0%
EM Exercise Expense			-		-	
EM Workshop Expense		10,300	15,652	25,952	(25,952)	
GIS Coordination	3,000		-		3,000	0.0%
GIS Data Collection	1,500		-		1,500	0.0%
Consultants - DRI	20,000		-		20,000	0.0%
Consultants - CFGIS	13,380		-		13,380	0.0%
Consultants - HUD Grant	35,000	4,300	1,700	6,000	29,000	17.1%
HUD - Pass thru	819,000		-		819,000	0.0%
Web site maintenance	10,000		-		10,000	0.0%
Storage-Off Site Records	3,000	590	197	786	2,214	26.2%
Meeting Expenses	3,500	304	112	416	3,084	11.9%
Miscellaneous supplies			833	833	(833)	
REMI Annual Maintenance	21,000	5,150	1,717	6,867	14,133	32.7%
Total Overhead	1,316,961	97,670	68,225	165,895	1,151,066	12.6%
Total Expenditures	2,625,750	368,069	205,661	573,730	2,052,020	21.9%

East Central Florida Regional Planning Council
Financial Report January 2015

	31015	31115	31215	31315	31515	31407	31612	31714	31814	31914	32307	32514	33214	33314	33414	33514	33614	33714	
			FY15	FY15	FY15		Safe Routes	FDOT	USDC	Osceola	Regional	Bike	Volusia	Brevard	RDSTF	SRES	Volusia County	Visit	
Project:	General	Unfunded Mandates	LEPC Staff Support	Haz Mat Emrg Preparedness	Haz Mat Emrg Preparedness	DRI Reviews	to School Webpage	CFGIS	EDA/CEDS	COOP	Evacuation Study	Florida	County LMS	County CEMP Update	FY13	Small Area Data	USAR/HazMat FSE	Florida	
REVENUES																			
Revenues Paid:																			
Member Assessments	546,825.00																		
Member REMI Contributions																			
Federal																			
State																			
Local												198.44							
DRI Fees						9,127.63													
Other	4,349.08																		
Pension forfeiture																			
Total Revenues Received	551,174.08	0.00	0.00	0.00	0.00	9,127.63	0.00	0.00	0.00	0.00	0.00	198.44	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Account Receivables:																			
Member Assessments									20,735.08										
Federal				5,566.08	55,955.80		1,885.99		20,735.07	1,235.01			734.20	3,267.49	17,848.08	7,037.63	3,892.34		
State			12,561.82					21,722.57											
Local/Other																			79.39
Total Accounts Receivables	551,174.08	0.00	12,561.82	5,566.08	55,955.80	9,127.63	1,885.99	21,722.57	41,470.15	1,235.01	0.00	198.44	734.20	3,267.49	17,848.08	7,037.63	3,892.34	79.39	79.39
EXPENDITURES																			
Salaries	71,432.63	22,525.66	5,670.94		13,738.08	5,039.44	1,039.74	8,244.89	20,082.79	628.95		109.68	404.69	1,805.98	9,701.20	4,084.59	1,859.47	43.88	
Fringe Benefits (Pool)	28,145.10	9,030.94	2,294.80		5,559.24	2,039.25	420.74	3,336.37	7,683.96	254.51		44.38	163.76	730.81	3,925.68	1,378.93	752.45	17.76	
Indirect Cost (Pool)	28,682.41	9,089.57	2,294.46		5,558.41	2,038.96	420.68	3,335.86	7,997.94	254.47		44.38	163.74	730.70	3,925.09	1,573.71	752.34	17.75	
Unemployment Comp																			
Audit Fees																			
Advertising/Regional Promotion	500.00																		
Computer Operations	4,869.80							6,800.00											
Dues	529.72																		
Equipment																			
Equipment under \$500																			
Software over \$500																			
Graphics	837.42	131.73	293.41	0.20	1,793.42	8.33	4.83	1.51	11.23	67.80					4.65	0.40	482.16		
Board Member Travel		1,001.61																	
Legal	13,336.00																		
Office Supplies	512.87								18.38										
Postage	19.13	5.57	6.42		6.13	1.65		3.94	0.48				2.01		3.50				
Publications	143.50	21.56	12.32																
Recruiting																			
Rent																			
Equipment Rent & Maintenance																			
Staff Training	20.00								50.00										
HMEP Training					13,300.00														
Emergency Mgmt Exercise Exp																			
Overtime/Backfill reimbursement																			
Taxes, Sales/Property																			
Telephone																			
Travel	656.42	1,373.83	1,089.47	265.88	415.23				475.38	29.28					287.96		45.92		
Temporary Labor/Outside Services																			
Interest Expense																			
DATA Fees																			
Consultants																			
GIS Coordination																			
Emergency Mgmt Workshop Expense			900.00	5,300.00	14,752.35														
Meeting Expenses	375.99	30.00																	
Miscellaneous supplies					832.94														
REMI Annual Maintenance	1,716.67								5,149.99										
Web Site Maintenance																			
Web Site Upgrade																			
Office Maint/Painting																			
HUD DeBary sub-recipient																			
HUD Seminole County sub-recipient																			
HUD Longwood sub-recipient																			
HUD Orange County sub-recipient																			
HUD Orlando sub-recipient																			
HUD Shimberg UF sub-recipient																			
TOTAL EXPENDITURES	151,777.66	43,210.47	12,561.82	5,566.08	55,955.80	9,127.63	1,885.99	21,722.57	41,470.15	1,235.01	0.00	198.44	734.20	3,267.49	17,848.08	7,037.63	3,892.34	79.39	79.39

East Central Florida Regional Planning Council
Financial Report January 2015

	33814	34014	34114	34214	34315	34412	34515	34615	34715	34815	34915	35115	
	Satellite	Volusia Cty	Volusia Cty	THIRA	Osceola PA	HUD	Regional	Lake County	DEO Indian	DEO	Kissimmee	Regional	
Project:	Beach DEP	Proj Mgmt	CEMP		Training	Sustainable	USAR	Public Health/PIK	River Lagoon	Pierson	Housing	Haz Mat	Total
							Coordinator	Ebola TTX			Study	Coordinator	
REVENUES													
Revenues Paid:													
Member Assessments													546,825.00
Member REMI Contributions													0.00
Federal		3,819.21			6,000.00								9,819.21
State													0.00
Local	10,000.00												10,198.44
DRI Fees													9,127.63
Other													4,349.08
Pension forfeiture													0.00
Total Revenues Received	10,000.00	3,819.21	0.00	0.00	6,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	580,319.36
Account Receivables:													0.00
Member Assessments						10,305.63							31,040.71
Federal			13,225.06	12,653.75		51,528.12	30,685.92	7,161.24				24,790.97	258,202.75
State									13,518.02	4,432.06	198.44		52,432.91
Local/Other													79.39
Total Accounts Receivables													0.00
	10,000.00	3,819.21	13,225.06	12,653.75	6,000.00	61,833.75	30,685.92	7,161.24	13,518.02	4,432.06	198.44	24,790.97	922,075.12
EXPENDITURES													
Salaries	3,398.12	3,495.49	7,264.35	6,871.00	340.31	30,051.45	16,499.28	3,813.52	7,407.62	2,470.60	109.68	13,031.38	261,165.41
Fringe Benefits (Pool)	1,375.08	323.72	2,939.58	2,780.41	137.71	11,382.12	6,676.58	1,543.17	2,997.56	968.70	44.38	5,273.26	102,220.95
Indirect Cost (Pool)	1,374.87		2,939.14	2,780.00	137.69	11,934.54	6,675.59	1,542.95	2,997.12	990.65	44.38	5,272.48	103,569.88
Unemployment Comp													0.00
Audit Fees													0.00
Advertising/Regional Promotion													500.00
Computer Operations	12,000.00												23,669.80
Dues													529.72
Equipment													0.00
Equipment under \$500													0.00
Software over \$500													0.00
Graphics	68.40		1.80	222.34		263.56	23.26	235.61	1.31	2.11		452.07	4,907.55
Board Member Travel													1,001.61
Legal													13,336.00
Office Supplies													531.25
Postage	8.52								0.96				58.31
Publications													177.38
Recruiting													0.00
Rent													0.00
Equipment Rent & Maintenance													0.00
Staff Training													70.00
HMEP Training													13,300.00
Emergency Mgmt Exercise Exp													0.00
Overtime/Backfill reimbursement													0.00
Taxes, Sales/Property													0.00
Telephone							353.17						353.17
Travel			80.19			2,192.49	458.04	25.99	113.45			761.78	8,271.31
Temporary Labor/Outside Services													0.00
Interest Expense													0.00
DATA Fees													0.00
Consultants						6,000.00							6,000.00
GIS Coordination													0.00
Emergency Mgmt Workshop Expend					5,000.00								25,952.35
Meeting Expenses						9.59							415.58
Miscellaneous supplies													832.94
REMI Annual Maintenance													6,866.66
Web Site Maintenance													0.00
Web Site Upgrade													0.00
Office Maint/Painting													0.00
HUD DeBary sub-recipient													0.00
HUD Seminole County sub-recipient													0.00
HUD Longwood sub-recipient													0.00
HUD Orange County sub-recipient													0.00
HUD Orlando sub-recipient													0.00
HUD Shimberg UF sub-recipient													0.00
TOTAL EXPENDITURES	18,224.99	3,819.21	13,225.06	12,653.75	5,615.71	61,833.75	30,685.92	7,161.24	13,518.02	4,432.06	198.44	24,790.97	573,729.87

ATTACHMENT 3

Resolution 01-2015
FDOT Central Florida Safe Routes Portal Task Ammendment



East Central Florida Regional Planning Council

309 Cranes Roost Blvd. Suite 2000, Altamonte Springs, FL 32701
Phone 407.262.7772 • Fax 407.262.7788 • www.ecfrpc.org

Hugh W. Harling, Jr. P.E.
Executive Director

Resolution #01 -2015

A CERTIFIED COPY OF RESOLUTION ADOPTED AT A MEETING OF THE EAST CENTRAL FLORIDA REGIONAL PLANNING COUNCIL

WHEREAS, I certify that I am Chair of the Organization duly organized under the laws of the State of Florida.

WHEREAS, the following is a true and correct copy of a resolution duly adopted at a meeting of the East Central Florida Regional Planning Council on the 18th day of March 2015, at which a majority of voting members was present, constituting a quorum, notice of said meeting having been given in accordance with the Bylaws:

NOW, THEREFORE BE IT RESOLVED, that the East Central Florida Regional Planning Council (ECFRPC) is authorized to enter into an amendment of the Sub-Recipient Grant Agreement between ECFRPC and the Florida Department of Transportation (FDOT) for the expansion of the Route Condition Analysis Tool into Volusia County as part of the Safe Routes Portal.

Adopted by the East Central Florida Regional Planning Council at a regular meeting, assembled in Altamonte Springs, on the eighteenth day of March 2015.

Attest:

EAST CENTRAL FLORIDA
REGIONAL PLANNING COUNCIL:

Lee Constantine
Chair, ECFRPC

Hugh W. Harling, Jr.
Executive Director

Executive Committee

Chair Lee Constantine County Commissioner Seminole County	Vice Chair Welton Cadwell County Commissioner Lake County	Secretary Leigh Matusick City Commissioner Volusia County League of Cities	Treasurer Jill Rose Gubernatorial Appointee Orange County	Member at Large Rocky Randels Mayor, City of Cape Canaveral Space Coast League of Cities
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Serving Brevard, Lake, Orange, Osceola, Seminole, and Volusia Counties

ATTACHMENT 4

Resolution 02-2015
Intergovernmental Coordination Review and
Public Transportation Coordination
Joint Participation Agreement (JPA)
Lake-Sumter MPO

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
INTERGOVERNMENTAL COORDINATION AND REVIEW
AND
PUBLIC TRANSPORTATION COORDINATION
JOINT PARTICIPATION AGREEMENT

THIS JOINT PARTICIPATION AGREEMENT is made and entered into on this _____ day of _____, 2015 by and between the FLORIDA DEPARTMENT OF TRANSPORTATION; the LAKE-SUMTER METROPOLITAN PLANNING ORGANIZATION; the EAST CENTRAL FLORIDA REGIONAL PLANNING COUNCIL; the WITHLACOOCHEE REGIONAL PLANNING COUNCIL; the LAKE COUNTY COMMUNITY TRANSPORTATION COORDINATOR and the SUMTER COUNTY COMMUNITY TRANSPORTATION COORDINATOR.

RECITALS

WHEREAS, the Federal Government, under the authority of Title 23 United States Code Section 134 and Title 49 United States Code (USC) Section 5303 and any subsequent applicable amendments, 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 in designated urbanized areas to develop and implement plans and programs consistent with the comprehensively planned development of the metropolitan area;

WHEREAS, Title 23 USC §134, Title 49 USC §5303, and Section 339.175, Florida Statutes (F.S.), provide for the creation of metropolitan planning organizations to develop transportation plans and programs for urbanized areas;

WHEREAS, Title 23 Code of Federal Regulations (CFR) §450.314 requires that the State, the Metropolitan Planning Organization, and the operators of publicly owned transportation systems shall enter into an agreement clearly identifying the responsibilities for cooperatively carrying out such transportation planning (including multimodal, systems-level corridor and subarea planning studies pursuant to Title 23 CFR §§450.212 and 450.318) and programming;

WHEREAS, pursuant to Section 20.23, F.S., the Department has been created by the State of Florida, and the Department has the powers and duties relating to transportation, as outlined in Section 334.044, F.S.;

WHEREAS, pursuant to 23 USC §134(d), 49 USC §5303, 23 CFR §450.310, and Section 339.175(2), (3), and (4) F.S., the Lake-Sumter Metropolitan Planning Organization, herein after referred to as the Metropolitan Planning Organization or MPO, has been designated and its membership apportioned by the Governor of the State of Florida, with the agreement of the affected units of general purpose local government, to organize and establish the Metropolitan Planning Organization;

WHEREAS, pursuant to the Interlocal Agreement executed on January 31, 2004, and filed with the Clerk of the Circuit Courts of Lake County and Sumter County the MPO was established;

WHEREAS, pursuant to Chapter 341, F.S., Laws of Florida, the coordination of Aviation will be a designated purpose of the Regional and Municipal Airports within Lake County;

WHEREAS, pursuant to Chapter 427, Laws of Florida, the Lake County Community Transportation Coordinator and the Sumter County Community Transportation Coordinator were created and designated with the purpose of coordinating public transportation in their respective counties;

WHEREAS, pursuant to Section 339.175(10)(a)(2), F.S., the MPO shall execute and maintain an agreement with the metropolitan and regional intergovernmental coordination and review agencies serving the Metropolitan Planning Area;

WHEREAS, the agreement must describe the means by which activities will be coordinated and specify how transportation planning and programming will be part of the comprehensively planned development of the Metropolitan Planning Area;

WHEREAS, pursuant to Section 186.504, F.S., and Chapter 29 Rule 29-E and Rule 29-F respectively, Florida Administrative Code (FAC), the East Central Florida Regional Planning Council, herein after referred to as the East Central Florida RPC; and the Withlacoochee Regional Planning Council, herein after referred to as the Withlacoochee RPC were established and operate with a primary purpose of intergovernmental coordination and review;

WHEREAS, pursuant to Section 186.505(24), F.S., the East Central Florida RPC and the Withlacoochee RPC review plans of metropolitan planning organizations to identify inconsistencies between those agencies' plans and applicable local government comprehensive plans adopted pursuant to Chapter 163, F.S.;

WHEREAS, the RPCs, pursuant to Section 186.507, F.S., are required to prepare a Strategic Regional Policy Plan, which will contain regional goals and policies that address regional transportation issues;

WHEREAS, based on the RPCs' statutory mandate to identify inconsistencies between plans of metropolitan planning organizations and applicable local government comprehensive plans, and to prepare and adopt a Strategic Regional Policy Plan, the RPCs are appropriately situated to assist in the intergovernmental coordination of the transportation planning process;

WHEREAS, pursuant to Section 186.509, F.S., and Chapter 29 Rule 29-E and 29-F, FAC, the RPCs have adopted a conflict and dispute resolution process;

WHEREAS, the purpose of the dispute resolution process is to reconcile differences in planning and growth management issues between local governments, regional agencies, and private interests;

WHEREAS, the parties hereto have determined that the voluntary dispute resolution process can be useful in resolving conflicts and disputes arising in the transportation planning process;

WHEREAS, pursuant to Title 23 CFR §450.314 and Section 339.175(10)(a)(3), F.S., the MPO must execute and maintain an agreement with the operators of public transportation systems, including transit systems, commuter rail systems, airports, seaports, and spaceports, describing the means by which activities will be coordinated and specifying how public transit, commuter rail, aviation, and seaport planning (including multimodal, systems-level corridor and subarea planning studies pursuant to 23 CFR §450.212 and §450.318) and programming will be part of the comprehensively planned development of the Metropolitan Planning Area;

WHEREAS, it is in the public interest that the MPO, operators of public transportation systems, including transit systems, commuter rail systems, port and aviation authorities, jointly pledge their intention to cooperatively participate in the planning and programming of transportation improvements within this Metropolitan Planning Area;

WHEREAS, the undersigned parties have determined that this Agreement satisfies the requirements of and is consistent with Title 23 CFR §450.314 and Section 339.175(10), F.S.; and

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

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 incorporated herein and acknowledged to be true and correct. 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 may be amended from time to time.

Corridor or Subarea Study shall mean and refer to studies involving major investment decisions or as otherwise identified in Title 23 CFR §§450.212 and 450.318.

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

FHWA means and refers to the Federal Highway Administration.

Long Range Transportation Plan is the 20-year transportation planning horizon 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 activities; and, in ozone/carbon monoxide nonattainment areas is coordinated with the State Implementation Plan, all as required by Title 23 USC §134(i), Title 49 USC §5303, Title 23 CFR §450.322, and Section 339.175(7), F.S.

Metropolitan Planning Area means and refers to the planning area as determined by agreement between the Lake-Sumter Metropolitan Planning Organization and the Governor for the urbanized areas designated by the United States Bureau of the Census as described in 23 USC §134(b)(1), 49 USC §5303, and Section 339.175(2)(c) and (d), F.S., and including the existing urbanized area and the contiguous area expected to become urbanized within a 20-year forecast period, which shall be subject to the Metropolitan Planning Organization's planning authority.

Metropolitan Planning Organization (MPO) means and refers to the Lake-Sumter Metropolitan Planning Organization formed pursuant to the Interlocal Agreement as described in Title 23 USC §134(b)(2), Title 49 USC §5303, and Section 339.175(1), F.S. This may also be referred to as a Transportation Planning Organization (TPO).

ECFRPC means and refers to the East Central Florida Regional Planning Council created pursuant to Section 186.504, F.S., and identified in Rule 29-E, FAC.

WRPC means and refers to the Withlacoochee Regional Planning Council created pursuant to Section 186.504, F.S., and identified in Rule 29-F, FAC.

Transportation Improvement Program (TIP) is the staged multi-year program of transportation improvement projects developed by a metropolitan planning organization consistent with the Long

Range Transportation Plan, developed pursuant to Titles 23 USC §134(j), 49 USC §5303, 23 CFR §450.324 and Section 339.175(8), F.S.

Unified Planning Work Program (UPWP) is a biennial program developed in cooperation with the Department and public transportation providers, that identifies the planning priorities and activities to be carried out within a metropolitan planning area to be undertaken during a 2-year period, together with a complete description thereof and an estimated budget, as required by Title 23 CFR §450.308, and Section 339.175(9), F.S.

ARTICLE 2

PURPOSE

Section 2.01. Coordination with public transportation system operators. This Agreement is to provide for cooperation between the MPO, the Department, the Lake County CTC, the Sumter County CTC, the ECFRPC, the WRPC, the City of Leesburg and the Leesburg International Airport and the City of Umatilla and the Umatilla Municipal Airport, as well as with the Florida Central Railroad and with LYNX in the development and preparation of the UPWP, the TIP, the LRTP, and any applicable Corridor or Subarea Studies.

Section 2.02. Intergovernmental coordination; Regional Planning Council. Further, this Agreement is to provide a process through the RPC for intergovernmental coordination and review and identification of inconsistencies between proposed MPO transportation plans and local government comprehensive plans adopted pursuant to Chapter 163, F.S., and reviewed by the Division of Community Development within the Florida Department of Economic Opportunity.

Section 2.03. Dispute resolution. This Agreement also provides a process for conflict and dispute resolution through the RPC.

ARTICLE 3

COOPERATIVE PROCEDURES FOR PLANNING AND PROGRAMMING WITH OPERATORS OF PUBLIC TRANSPORTATION SYSTEMS

Section 3.01. Cooperation with operators of public transportation systems; coordination with local government approved comprehensive plans.

- (a) The MPO shall cooperate with the Lake County CTC, the Sumter County CTC, the ECFRPC, the WRPC, the City of Leesburg and the Leesburg International Airport and the City of Umatilla and the Umatilla Municipal Airport, as well as with the Florida Central Railroad and with LYNX to optimize the planning and programming of an integrated and balanced intermodal transportation system for the Metropolitan Planning Area.
- (b) The MPO shall implement a continuing, cooperative, and comprehensive transportation planning process that is consistent, to the maximum extent feasible, with port and aviation master plans, and public transit development plans of the units of local governments whose boundaries are within the Metropolitan Planning Area.
- (c) As a means towards achievement of the goals in paragraphs (a) and (b) and in an effort to coordinate intermodal transportation planning and programming, the MPO shall include no later than July 6, 2014, as part of its membership officials of agencies that administer or operate major modes or systems of transportation, including but not limited to transit operators, sponsors of major local airports, maritime ports, and rail operators per Federal regulations. The

representatives of the major modes or systems of transportation may be accorded voting or non-voting advisor status. In the Metropolitan Planning Area if authorities or agencies are created by law to perform transportation functions and that are not under the jurisdiction of a general purpose local government represented on the MPO, the MPO may request the Governor to designate said authority or agency as a voting member of the MPO in accordance with the requirements of Section 339.175, F.S. If the new member would significantly alter local government representation in the MPO, the MPO shall propose a revised apportionment plan to the Governor to ensure voting membership on the MPO to be an elected official representing public transit authorities which have been, or may be, created by law.

The MPO shall ensure that representatives of ports, transit authorities, rail authorities, and airports within the Metropolitan Planning Area are provided membership on the MPO Technical Advisory Committee.

Section 3.02. Preparation of transportation related plans.

- (a) Although the adoption or approval of the UPWP, the TIP, and the LRTP is the responsibility of the MPO, development of such plans or programs shall be viewed as a cooperative effort involving the Department, the Lake County CTC, the Sumter County CTC, the ECFRPC, the WRPC, the City of Leesburg and the Leesburg International Airport and the City of Umatilla and the Umatilla Municipal Airport, as well as with the Florida Central Railroad and with LYNX. In developing its plans and programs, the MPO shall solicit the comments and recommendations of the parties to this Agreement in the preparation of such plans and programs.
- (b) When preparing the UPWP, the TIP, or the LRTP, or preparing other than a minor amendment thereto (as determined by the MPO), the MPO shall provide notice to the Department, the Lake County CTC, the Sumter County CTC, the ECFRPC, the WRPC, the City of Leesburg and the Leesburg International Airport and the City of Umatilla and the Umatilla Municipal Airport, as well as with the Florida Central Railroad and with LYNX advising them of the scope of the work to be undertaken and inviting comment and participation in the development process. The MPO shall ensure that the chief operating officials of the Department, the Lake County CTC, the Sumter County CTC, the ECFRPC, the WRPC, the City of Leesburg and the Leesburg International Airport and the City of Umatilla and the Umatilla Municipal Airport, as well as with the Florida Central Railroad and with LYNX shall receive at least 15 days written notice of all public workshops and hearings, or specified number of days per MPO bylaws, relating to the development of such plans and programs.
- (c) Local government comprehensive plans.
 - (1) In developing the TIP, the LRTP, or Corridor or Subarea studies, or preparing other than a minor amendment thereto (as determined by the MPO), the Lake-Sumter MPO, the Lake County CTC, the Sumter County CTC, the ECFRPC, the WRPC, the City of Leesburg and the Leesburg International Airport and the City of Umatilla and the Umatilla Municipal Airport, as well as with the Florida Central Railroad and with LYNX shall analyze for each local government in the Metropolitan Planning Area:
 - (i) each comprehensive plan's future land use element;
 - (ii) the goals, objectives, and policies of each comprehensive plan; and
 - (iii) the zoning, of each local government in the Metropolitan Planning Area.

- (2) Based upon the foregoing review and a consideration of other growth management factors, the MPO, the Lake County CTC, the Sumter County CTC, the ECFRPC, the WRPC, the City of Leesburg and the Leesburg International Airport and the City of Umatilla and the Umatilla Municipal Airport, as well as with the Florida Central Railroad and with LYNX, shall provide written recommendations to local governments in the Metropolitan Planning Area in the development, amendment, and implementation of their comprehensive plans. A copy of the recommendations shall be sent to the RPC.
 - (3) The Lake-Sumter MPO agrees that, to the maximum extent feasible, the LRTP and the projects and project-phases within the TIP shall be consistent with the future land use element and goals, objectives, and policies of each comprehensive plan of the local governments in the Metropolitan Planning Area. If the MPO's TIP is inconsistent with a local government's comprehensive plan, the MPO shall so indicate, and the MPO shall present, as part of the TIP, justification for including the project in the program.
- (d) Multi-modal transportation agency plans.
- (1) In developing the TIP, the LRTP, or Corridor or Subarea studies, or preparing other than a minor amendment thereto (as determined by the MPO, the MPO shall analyze the master plans of the Lake County CTC, the Sumter County CTC, the Leesburg International Airport, the Umatilla Municipal Airport, the Florida Central Railroad and LYNX. Based upon the foregoing review and a consideration of other transportation-related factors, the MPO, shall from time to time and as appropriate, provide recommendations to the parties to this Agreement as well as local governments within the Lake-Sumter Metropolitan Planning Area, for the development, amendment, and implementation of their master, development, or comprehensive plans.
 - (2) In developing or revising their respective master, development, or comprehensive plans, the parties to this Agreement shall analyze the draft or approved Unified Planning Work Program, Transportation Improvement Program, Long Range Transportation Plan, or Corridor or Subarea studies, or amendments thereto. Based upon the foregoing review and a consideration of other transportation-related factors, the parties to this Agreement shall from time to time and as appropriate, provide written recommendations to the MPO with regard to development, amendment, and implementation of the plans, programs, and studies.
 - (3) The Lake-Sumter MPO agrees that, to the maximum extent feasible, the Transportation Improvement Program shall be consistent with the affected master plans and development plans of the parties to this Agreement.

ARTICLE 4

INTERGOVERNMENTAL COORDINATION AND REVIEW

Section 4.01. Coordination with Regional Planning Councils. The RPCs shall perform the following tasks:

- (a) Within 30 days of receipt, the RPCs shall review the draft TIP, LRTP, Corridor and Subarea studies, or amendments thereto, as requested by the MPO, to identify inconsistencies between these plans and programs and applicable local government comprehensive plans adopted pursuant to Chapter 163, F.S., for counties and cities within the Metropolitan Planning Area and the adopted Strategic Regional Policy Plan.

- (1) The parties recognize that, pursuant to Florida law, the LRTP and the TIP of the Lake-Sumter MPO must be considered by cities and counties within the Metropolitan Planning Area in the preparation, amendment, and update/revision of their comprehensive plans. Further, the LRTP and the projects and project phases within the TIP are to be consistent with the future land use element and goals, objectives, and policies of the comprehensive plans of local governments in the Metropolitan Planning Area. Upon completion of its review of a draft TIP or LRTP, the RPCs shall advise the MPO and each county or city of its findings;
 - (2) The East Central Florida RPC and the Withlacoochee RPC shall advise the MPO in writing of its concerns and identify those portions of the submittals which need to be reevaluated and potentially modified if the RPC review identifies inconsistencies between the draft TIP or LRTP and local comprehensive plans; and
 - (3) Upon final adoption of the proposed Transportation Improvement Program, Long Range Transportation Plan, Corridor and Subarea studies, or amendments thereto, the MPO may request that the RPC consider adoption of regional transportation goals, objectives, and policies in the Strategic Regional Policy Plan implementing the adopted Transportation Improvement Program, Long Range Transportation Plan, Corridor and Subarea studies, or amendments thereto. If the proposed plan, program, or study, or amendments thereto, was the subject of previous adverse comment by the East Central Florida RPC and the Withlacoochee RPC, the MPO will identify the change in the final adopted plan intended to resolve the adverse comment, or alternatively, the MPO shall identify the reason for not amending the plan as suggested by the applicable RPC.
- (b) Provide the availability of the conflict and dispute resolution process as set forth in Article 5 below.

ARTICLE 5

CONFLICT AND DISPUTE RESOLUTION PROCESS

- Section 5.01. Disputes and conflicts under this Agreement. This process shall apply to conflicts and disputes relating to matters subject to this Agreement, or conflicts arising from the performance of this Agreement. Except as otherwise provided in this Article 5, only representatives of the agencies with conflicts or disputes shall engage in conflict resolution.
- Section 5.02. Initial resolution. The affected parties to this Agreement shall, at a minimum, ensure the attempted early resolution of conflicts relating to such matters. Early resolution shall be handled by direct discussion between the following officials:
- Florida Department of Transportation: District Director for Planning and Programs
 - Lake-Sumter Metropolitan Planning Organization: Executive Director
 - East Central Florida Regional Planning Council: Executive Director
 - Withlacoochee Regional Planning Council: Executive Director
 - Lake County Community Transportation Coordinator: Administrator
 - Sumter County Community Transportation Coordinator: Administrator

Section 5.03. Resolution by senior agency official. If the conflict remains unresolved, the conflict shall be resolved by the following officials:

Florida Department of Transportation: District Secretary

Lake-Sumter Metropolitan Planning Organization: Chairman

East Central Florida Regional Planning Council: Chairman

Withlacoochee Regional Planning Council: Chairman

Lake County Community Transportation Coordinator: Chairman

Sumter County Community Transportation Coordinator: Chairman

Section 5.04. Resolution by the Office of the Governor. If the conflict is not resolved through conflict resolution pursuant to Sections 5.02, 5.03, and 5.04 of this Agreement, the parties shall petition the Executive Office of the Governor for resolution of the conflict pursuant to its procedures. Resolution of the conflict by the Executive Office of the Governor shall be binding on all parties.

ARTICLE 6 **MISCELLANEOUS PROVISION**

Section 6.01. 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 6.02. Amendment of Agreement. Amendments or modifications of this Agreement may only be made by written agreement signed by all parties hereto with the same formalities as the original Agreement.

Section 6.03. Duration; withdrawal procedure.

(a) Duration. This Agreement shall have a term of (5) years and shall automatically renew at the end of said (5) years for another (5) term and every (5) years thereafter. At the end of the (5) year term and at least every (5) years thereafter, the parties hereto shall examine the terms hereof and agree to amend the provisions or reaffirm the same. However, the failure to amend or to reaffirm the terms of this Agreement shall not invalidate or otherwise terminate this Agreement.

(b) Withdrawal procedure. Any party may withdraw from this Agreement after presenting in written form a notice of intent to withdraw to the other parties to this Agreement and the MPO, at least (90) days prior to the intended date of withdrawal; provided, that financial commitments made prior to withdrawal are effective and binding for their full term and amount regardless of withdrawal.

Section 6.04. 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 is required to be given and shall be addressed as follows:

Florida Department of Transportation
District Secretary
719 South Woodland Boulevard
Deland, FL 32720-6800

Lake-Sumter Metropolitan Planning Organization
1616 South 14th Street
Leesburg, FL 34748

East Central Florida Regional Planning Council
309 Cranes Roost Blvd., Suite 2000
Altamonte Springs, FL 32701

Withlacoochee Regional Planning Council
1241 S. W. 10th Street
Ocala, FL 34471-0323

Lake County Board of County Commissioners
315 West Main Street
Tavares, FL 32778

Sumter County Board of County Commissioners
7375 Powell Road
Wildwood, FL 34785

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 6.05. Interpretation.

- (a) Drafters of Agreement. All 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 the 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.

(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 6.06. Attorney’s Fees. 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 costs and attorney’s fees in connection with such proceeding.

Section 6.07. 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 6.08. Effective date. This Agreement shall become effective upon its recording by all parties hereto.

Section 6.09. Other authority. In the event that any election, referendum, approval, permit, notice, or other proceeding or authorization is required under applicable law to enable the parties to enter into this Agreement or to undertake the provisions set forth hereunder, or to observe, assume or carry out any of the provisions of the Agreement, said parties will initiate and consummate, as provided by law, all actions necessary with respect to any such matters as required.

Section 6.10. Parties not obligated to third parties. No party hereto shall be obligated or be liable hereunder to any party not a signatory to this Agreement. There are no express or intended third party beneficiaries to this Agreement.

Section 6.11. Rights and remedies not waived. In no event shall the making by the Department of any payment to the MPO constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the MPO, and the making of any such payment by the Department while any such breach or default exists shall in no way impair or prejudice any right or remedy available to the Department in respect of such breach or default.

Section 6.12 Data, records, reports and other documents. Subject to the right to claim an exemption from the Florida Public Records Law, Chapter 119, F.S., the parties shall provide to each other such data, reports, records, contracts, and other documents in its possession relating to the MPO as is requested. Charges are to be in accordance with Chapter 119, F.S.

IN WITNESS WHEREOF, the undersigned parties have executed this Joint Participation Agreement on behalf of the referenced legal entities.

Signed, Sealed, and Delivered in the presence of:

IN WITNESS WHEREOF, the Florida Department of Transportation has executed this Joint Participation Agreement this _____ day of _____, 2015.

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

By: _____
Name:
Title:

Attest:

Name:
Title:

IN WITNESS WHEREOF, the Lake-Sumter Metropolitan Planning Organization has executed this Joint Participation Agreement this _____ day of _____, 2015.

**LAKE-SUMTER METROPOLITAN
PLANNING ORGANIZATION**

By: _____
Name: Ray Goodgame
Title: Chairman

Attest:

Name: Susan Goldfuss
Title: Executive Assistant

Approved as to Form and Legality:

Sanford A. Minkoff, Attorney

IN WITNESS WHEREOF, the East Central Florida Regional Planning Council has executed this Joint Participation Agreement this _____ day of _____, 2015.

**EAST CENTRAL FLORIDA
REGIONAL PLANNING COUNCIL**

By: _____
Name:
Title:

Attest:

Name:
Title:

IN WITNESS WHEREOF, the Withlacoochee Regional Planning Council has executed this Joint Participation Agreement this _____ day of _____, 2015.

WITHLACOOCHEE REGIONAL PLANNING COUNCIL

By: _____
Name:
Title:

Attest:

Name:
Title:

IN WITNESS WHEREOF, the Lake County Board of County Commissioners has executed this Joint Participation Agreement this _____ day of _____, 2015.

**LAKE COUNTY
BOARD OF COUNTY COMMISSIONERS**

By: _____
Name:
Title:

Attest:

Name:
Title:

Approved as to Form and Legality:

Sanford A. Minkoff, County Attorney

IN WITNESS WHEREOF, the Sumter County Board of County Commissioners has executed this Joint Participation Agreement this _____ day of _____, 2015.

**SUMTER COUNTY
BOARD OF COUNTY COMMISSIONERS**

By: _____
Name:
Title:

Attest:

Name:
Title:

Approved as to Form and Legality:

Name:
County Attorney

ATTACHMENT 5

Resolution 03-2015
Intergovernmental Coordination Review and
Public Transportation Coordination
Joint Participation Agreement (JPA)
MetroPlan Orlando

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**INTERGOVERNMENTAL COORDINATION AND REVIEW
AND
PUBLIC TRANSPORTATION COORDINATION
JOINT PARTICIPATION AGREEMENT**

THIS JOINT PARTICIPATION AGREEMENT is made and entered into this ___ day of ___, 2014 by and between the FLORIDA DEPARTMENT OF TRANSPORTATION (hereinafter "Department"); the ORLANDO URBAN AREA METROPOLITAN PLANNING ORGANIZATION, d/b/a METROPLAN ORLANDO (hereinafter the "MPO" or the "Metropolitan Planning Organization"); the EAST CENTRAL FLORIDA REGIONAL PLANNING COUNCIL(hereinafter the "Regional Planning Council"); the CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY d/b/a LYNX (hereinafter the "Transit Authority"); the GREATER ORLANDO AVIATION AUTHORITY and the SANFORD AIRPORT AUTHORITY (hereinafter the "Aviation Authorities"); and the CENTRAL FLORIDA EXPRESSWAY AUTHORITY and the OSCEOLA COUNTY EXPRESSWAY AUTHORITY (hereinafter the "Expressway Authorities")

RECITALS

WHEREAS, the Federal Government, under the authority of Title 23 United States Code Section 134 and Title 49 United States Code (USC) Section 5303 and any subsequent applicable amendments, 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 in designated urbanized areas to develop and implement plans and programs consistent with the comprehensively planned development of the metropolitan area;

WHEREAS, Title 23 USC §134, Title 49 USC §5303, and Section 339.175, Florida Statutes (F.S.), provide for the creation of metropolitan planning organizations to develop transportation plans and programs for urbanized areas;

WHEREAS, Title 23 Code of Federal Regulations (CFR) §450.314 requires that the State, the Metropolitan Planning Organization, and the operators of publicly owned transportation systems shall enter into an agreement clearly identifying the responsibilities for cooperatively carrying out such transportation planning (including multimodal, systems-level corridor and subarea planning studies pursuant to Title 23 CFR §§450.212 and 450.318) and programming;

WHEREAS, pursuant to Section 20.23, F.S., the Department has been created by the State of Florida, and the Department has the powers and duties relating to transportation, as outlined in Section 334.044, F.S.;

WHEREAS, pursuant to 23 USC §134(d), 49 USC §5303, 23 CFR §450.310, and Section 339.175(2), (3), and (4) F.S., the Orlando Urban Area Metropolitan Planning Organization, d/b/a METROPLAN ORLANDO, herein after referred to as the Metropolitan Planning Organization or MPO, has been designated and its membership apportioned by the Governor of the State of Florida, with the agreement of the affected units of general purpose local government, to organize and establish the Metropolitan Planning Organization;

WHEREAS, pursuant to an Interlocal Agreement executed on June 7, 2000, and filed with the Clerk of the Circuit Court of Orange, Osceola, and Seminole Counties the Orlando Urban Area Metropolitan Planning Organization, d/b/a METROPLAN ORLANDO was established;

WHEREAS, pursuant to Chapter 75-464 , Laws of Florida, the Greater Orlando Aviation Authority was created and established:

WHEREAS, pursuant to Chapter 71-924, Laws of Florida, the Sanford Airport Authority was created and established;

WHEREAS, pursuant to Chapter 348, Part III, F.S., the Central Florida Expressway Authority was created and established;

WHEREAS, pursuant to Chapter 348, Part V, F.S., the Osceola County Expressway Authority was created and established;

WHEREAS, pursuant to Chapter 343, Part III, F.S., the Central Florida Regional Transportation Authority was created and established;

WHEREAS, pursuant to Section 339.175(10)(a)(2), F.S., the MPO shall execute and maintain an agreement with the metropolitan and regional intergovernmental coordination and review agencies serving the Metropolitan Planning Area;

WHEREAS, the agreement must describe the means by which activities will be coordinated and specify how transportation planning and programming will be part of the comprehensively planned development of the Metropolitan Planning Area;

WHEREAS, pursuant to Section 186.504, F.S., Florida Administrative Code (FAC) Rule 29F-1, the East Central Florida Regional Planning Council, herein after referred to as the Regional Planning Council or the RPC, was established and operates with a primary purpose of intergovernmental coordination and review;

WHEREAS, pursuant to Section 186.505(24), F.S., the RPC is to review plans of metropolitan planning organizations to identify inconsistencies between those agencies' plans and applicable local government comprehensive plans adopted pursuant to Chapter 163, F.S.;

WHEREAS, the RPC, pursuant to Section 186.507, F.S., is required to prepare a Strategic Regional Policy Plan, which will contain regional goals and policies that address regional transportation issues;

WHEREAS, based on the RPC statutory mandate to identify inconsistencies between plans of metropolitan planning organizations and applicable local government comprehensive plans, and to prepare and adopt a Strategic Regional Policy Plan, the RPC is appropriately situated to assist in the intergovernmental coordination of the transportation planning process;

WHEREAS, pursuant to Section 186.509, F.S., and Rule 29F-3, FAC, the RPC has adopted a conflict and dispute resolution process;

WHEREAS, the purpose of the dispute resolution process is to reconcile differences in planning and growth management issues between local governments, regional agencies, and private interests;

WHEREAS, the parties hereto have determined that the voluntary dispute resolution process can be useful in resolving conflicts and disputes arising in the transportation planning process;

WHEREAS, pursuant to Title 23 CFR §450.314 and Section 339.175(10)(a)(3), F.S., the MPO must execute and maintain an agreement with the operators of public transportation systems, including transit systems, commuter rail systems, airports, seaports, and spaceports, describing the means by which activities will be coordinated and specifying how public transit, commuter rail, aviation, and seaport planning (including multimodal, systems-level corridor and subarea planning studies pursuant to 23 CFR §450.212 and §450.318) and programming will be part of the comprehensively planned development of the Metropolitan Planning Area;

WHEREAS, it is in the public interest that the MPO, operators of public transportation systems, including transit systems, commuter rail systems, port and aviation authorities, jointly pledge their intention to cooperatively participate in the planning and programming of transportation improvements within this Metropolitan Planning Area;

WHEREAS, the undersigned parties have determined that this Agreement satisfies the requirements of and is consistent with Title 23 CFR §450.314 and Section 339.175(10), F.S.; and

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

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 incorporated herein and acknowledged to be true and correct. 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 may be amended from time to time.

Corridor or Subarea Study shall mean and refer to studies involving major investment decisions or as otherwise identified in Title 23 CFR §§450.212 and 450.318.

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

FHWA means and refers to the Federal Highway Administration.

Long Range Transportation Plan is the 20-year transportation planning horizon 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 activities; and, in ozone/carbon monoxide nonattainment areas is coordinated with the State Implementation Plan, all as required by Title 23 USC §134(i), Title 49 USC §5303, Title 23 CFR §450.322, and Section 339.175(7), F.S.

Metropolitan Planning Area means and refers to the planning area as determined by agreement between the MPO and the Governor for the urbanized areas designated by the United States Bureau of the Census as described in 23 USC §134(b)(1), 49 USC §5303, and Section 339.175(2)(c) and (d), F.S., and including the existing urbanized area and the contiguous area expected to become urbanized within a 20-year forecast period, which shall be subject to the MPO'S planning authority.

Metropolitan Planning Organization (MPO) means and refers to the Metropolitan Planning Organization formed pursuant to Interlocal Agreement dated June 7, 2000 as described in Title 23 USC §134(b)(2), Title 49 USC §5303, and Section 339.175(1), F.S.

Regional Planning Council means and refers to the East Central Florida Regional Planning Council created pursuant to Section 186.504, F.S., and identified in Rule 29F-1, FAC.

Transportation Improvement Program (TIP) is the staged multi-year program of transportation improvement projects developed by a metropolitan planning organization consistent with the Long Range Transportation Plan, developed pursuant to Titles 23 USC §134(j), 49 USC §5303, 23 CFR §450.324 and Section 339.175(8), F.S.

Unified Planning Work Program (UPWP) is a biennial program developed in cooperation with the Department and public transportation providers, that identifies the planning priorities and activities to be carried out within a metropolitan planning area to be undertaken during a 2-year period, together with a complete description thereof and an estimated budget, as required by Title 23 CFR §450.308, and Section 339.175(9), F.S.

ARTICLE 2 **PURPOSE**

Section 2.01. Coordination with public transportation system operators. This Agreement is to provide for cooperation between the MPO, the Department, the Transit Authority, the Aviation Authorities, and the Expressway Authorities in the development and preparation of the UPWP, the TIP, the LRTP, and any applicable Corridor or Subarea Studies.

Section 2.02. Intergovernmental coordination: Regional Planning Council. Further, this Agreement is to provide a process through the RPC for intergovernmental coordination and review and identification of inconsistencies between proposed MPO transportation plans and local government comprehensive plans adopted pursuant to Chapter 163, F.S., and reviewed by the Division of Community Development within the Florida Department of Economic Opportunity.

Section 2.03. Dispute resolution. This Agreement also provides a process for conflict and dispute resolution through the RPC.

ARTICLE 3
COOPERATIVE PROCEDURES FOR PLANNING AND PROGRAMMING
WITH OPERATORS OF PUBLIC TRANSPORTATION SYSTEMS

Section 3.01. Cooperation with operators of public transportation systems; coordination with local government approved comprehensive plans.

- (a) The MPO shall cooperate with the Transit Authority, the Aviation Authorities, and the Expressway Authorities to optimize the planning and programming of an integrated and balanced intermodal transportation system for the Metropolitan Area.
- (b) The MPO shall implement a continuing, cooperative, and comprehensive transportation planning process that is consistent, to the maximum extent feasible, with port and aviation master plans, and public transit development plans of the units of local governments whose boundaries are within the Metropolitan Planning Area.
- (c) As a means towards achievement of the goals in paragraphs (a) and (b) and in an effort to coordinate intermodal transportation planning and programming, the MPO may include, as part of its membership officials of agencies that administer or operate major modes or systems of transportation, including but not limited to transit operators, sponsors of major local airports, and rail operators per Federal regulations. The representatives of the major modes or systems of transportation may be accorded voting or non-voting advisor status. In the Metropolitan Planning Area if authorities or agencies are created by law to perform transportation functions and that are not under the jurisdiction of a general purpose local government represented on the MPO, the MPO may request the Governor to designate said authority or agency as a voting member of the MPO in accordance with the requirements of Section 339.175, F.S. If the new member would significantly alter local government representation in the MPO, the MPO shall propose a revised apportionment plan to the Governor to ensure voting membership on the MPO to be an elected official representing public transit authorities which have been, or may be, created by law.
- (d) The MPO shall ensure that representatives of transit authorities, rail authorities, and airports within the Metropolitan Planning Area are provided membership on the MPO Technical Advisory Committee.

Section 3.02. Preparation of transportation related plans.

- (a) Although the adoption or approval of the UPWP, the TIP, and the LRTP is the responsibility of the MPO, development of such plans or programs shall be viewed as a cooperative effort involving the Department, the Transit Authority, the Aviation Authorities, and the Expressway Authorities. In developing its plans and programs, the MPO shall solicit the comments and recommendations of the parties to this Agreement in the preparation of such plans and programs.

- (b) When preparing the UPWP, the TIP, or the LRTP, or preparing other than a minor amendment thereto (as determined by the MPO), the MPO shall provide notice to the Department, the Transit Authority, the Aviation Authorities, and the Expressway Authorities advising them of the scope of the work to be undertaken and inviting comment and participation in the development process. The MPO shall ensure that the chief operating officials of the Department, the Transit Authority, the Aviation Authorities, and the Expressway Authorities shall receive at least 15 days written notice of all public workshops and hearings, or specified number of days per MPO bylaws, relating to the development of such plans and programs.
- (c) Local government comprehensive plans.
 - (1) In developing the TIP, the LRTP, or Corridor or Subarea studies, or preparing other than a minor amendment thereto (as determined by the MPO), the MPO, the Transit Authority, the Aviation Authorities, and the Expressway Authorities shall analyze for each local government in the Metropolitan Planning Area:
 - (i) each comprehensive plan's future land use element;
 - (ii) the goals, objectives, and policies of each comprehensive plan; and
 - (iii) the zoning, of each local government in the Metropolitan Planning Area.
 - (2) Based upon the foregoing review and a consideration of other growth management factors, the MPO, the Transit Authority, the Aviation Authorities, and the Expressway Authorities, shall provide written recommendations to local governments in the Metropolitan Planning Area in the development, amendment, and implementation of their comprehensive plans. A copy of the recommendations shall be sent to the RPC.
 - (3) The MPO agrees that, to the maximum extent feasible, the LRTP and the projects and project-phases within the TIP shall be consistent with the future land use element and goals, objectives, and policies of each comprehensive plan of the local governments in the Metropolitan Planning Area. If the MPO's TIP is inconsistent with a local government's comprehensive plan, the MPO shall so indicate, and the MPO shall present, as part of the TIP, justification for including the project in the program.
- (d) Multi-modal transportation agency plans.
 - (1) In developing the TIP, the LRTP, or Corridor or Subarea studies, or preparing other than a minor amendment thereto (as determined by the MPO), the MPO shall analyze the master plans of the Transit Authority, the Aviation Authorities, and the Expressway Authorities. Based upon the foregoing review and a consideration of other transportation-related factors, the MPO, shall from time to time and as appropriate, provide recommendations to the parties to this Agreement as well as local governments within the Metropolitan Planning Area, for the development, amendment, and implementation of their master, development, or comprehensive plans.
 - (2) In developing or revising their respective master, development, or comprehensive plans, the parties to this Agreement shall analyze the draft or approved Unified Planning Work Program,

Transportation Improvement Program, Long Range Transportation Plan, or Corridor or Subarea studies, or amendments thereto. Based upon the foregoing review and a consideration of other transportation-related factors, the parties to this Agreement shall from time to time and as appropriate, provide written recommendations to the MPO with regard to development, amendment, and implementation of the plans, programs, and studies.

- (3) The MPO agrees that, to the maximum extent feasible, the Transportation Improvement Program shall be consistent with the affected master plans and development plans of the parties to this Agreement.

ARTICLE 4

INTERGOVERNMENTAL COORDINATION AND REVIEW

Section 4.01. Coordination with Regional Planning Council. The RPC shall perform the following tasks:

- (a) Within 30 days of receipt, the RPC shall review the draft TIP, LRTP, Corridor and Subarea studies, or amendments thereto, as requested by the MPO, to identify inconsistencies between these plans and programs and applicable local government comprehensive plans adopted pursuant to Chapter 163, F.S., for counties and cities within the Metropolitan Planning Area and the adopted Strategic Regional Policy Plan.
 - (1) The parties recognize that, pursuant to Florida law, the LRTP and the TIP of the MPO must be considered by cities and counties within the Metropolitan Planning Area in the preparation, amendment, and update/revision of their comprehensive plans. Further, the LRTP and the projects and project phases within the TIP are to be consistent with the future land use element and goals, objectives, and policies of the comprehensive plans of local governments in the Metropolitan Planning Area. Upon completion of its review of a draft TIP or LRTP, the RPC shall advise the MPO and each county or city of its findings;
 - (2) The RPC shall advise the MPO in writing of its concerns and identify those portions of the submittals which need to be reevaluated and potentially modified if the RPC review identifies inconsistencies between the draft TIP or LRTP and local comprehensive plans; and
 - (3) Upon final adoption of the proposed Transportation Improvement Program, Long Range Transportation Plan, Corridor and Subarea studies, or amendments thereto, the MPO may request that the RPC consider adoption of regional transportation goals, objectives, and policies in the Strategic Regional Policy Plan implementing the adopted Transportation Improvement Program, Long Range Transportation Plan, Corridor and Subarea studies, or amendments thereto. If the proposed plan, program, or study, or amendments thereto, was the subject of previous adverse comment by the RPC, the MPO will identify the change in the final adopted plan intended to resolve the adverse comment, or alternatively, the MPO shall identify the reason for not amending the plan as suggested by the RPC.
- (b) Provide the availability of the conflict and dispute resolution process as set forth in Article 5 below.

ARTICLE 5
CONFLICT AND DISPUTE RESOLUTION PROCESS

Section 5.01. Disputes and conflicts under this Agreement. This process shall apply to conflicts and disputes relating to matters subject to this Agreement, or conflicts arising from the performance of this Agreement. Except as otherwise provided in this Article 5, only representatives of the agencies with conflicts or disputes shall engage in conflict resolution.

Section 5.02. Initial resolution. The affected parties to this Agreement shall, at a minimum, ensure the attempted early resolution of conflicts relating to such matters. Early resolution shall be handled by direct discussion between the following officials:

for the Florida Department of Transportation: by the District Director for Planning and Programs
for METROPLAN ORLANDO the Metropolitan Planning Organization: by the Executive Director
for the East Central Florida Regional Planning Council: by the Executive Director
for the Central Florida Regional Transportation Authority: by the Executive Director
for the Greater Orlando Aviation Authority: by the Executive Director
for the Sanford Airport Authority: by the President/Chief Executive Officer
for the Central Florida Expressway Authority: by the Executive Director
for the Osceola County Expressway Authority; by the Executive Director

Section 5.03. Resolution by senior agency official. If the conflict remains unresolved, the conflict shall be resolved by the following officials:

for the Florida Department of Transportation: by the District Secretary
for METROPLAN ORLANDO, the Metropolitan Planning Organization: the Chairman of the Board
for the East Central Florida Regional Planning Council: by the Chairman of the Board
for the Central Florida Regional Transportation Authority: by the Chairman of the Board
for the Greater Orlando Aviation Authority: by the Chairman of the Board
for the Sanford Airport Authority: by the Chairman of the Board
for the Central Florida Expressway Authority: by the Chairman of the Board
for the Osceola County Expressway Authority; by the Chairman of the Board

Section 5.04. Resolution by the Office of the Governor. If the conflict is not resolved through conflict resolution pursuant to Sections 5.02, 5.03, and 5.04 of this Agreement, the parties shall petition the Executive Office of the Governor for resolution of the conflict pursuant to its procedures. Resolution of the conflict by the Executive Office of the Governor shall be binding on all parties.

ARTICLE 6
MISCELLANEOUS PROVISION

Section 6.01. 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 6.02. Amendment of Agreement. Amendments or modifications of this Agreement may only be made by written agreement signed by all parties hereto with the same formalities as the original Agreement.

Section 6.03. Duration; withdrawal procedure.

- (a) Duration. This Agreement shall have a term of (5) years and shall automatically renew at the end of said (5) years for another (5) term and every (5) years thereafter. At the end of the (5) year term and at least every (5) years thereafter, the parties hereto shall examine the terms hereof and agree to amend the provisions or reaffirm the same. However, the failure to amend or to reaffirm the terms of this Agreement shall not invalidate or otherwise terminate this Agreement.
- (b) Withdrawal procedure. Any party may withdraw from this Agreement after presenting in written form a notice of intent to withdraw to the other parties to this Agreement and the MPO, at least (90) days prior to the intended date of withdrawal; provided, that financial commitments made prior to withdrawal are effective and binding for their full term and amount regardless of withdrawal.

Section 6.04. 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 is required to be given and shall be addressed as follows:

Executive Director
METROPLAN ORLANDO
315 E. Robinson Street, Suite 355
Orlando, FL 32801-1949

Executive Director
East Central Florida Regional Planning Council
309 Cranes Roost Blvd., Suite 2000
Altamonte Springs, FL 32701

Executive Director
Greater Orlando Aviation Authority
Orlando International Airport
One Jeff Fuqua Blvd
Orlando, FL 32827-4392

President/CEO
Sanford Airport Authority
1200 Red Cleveland Blvd
Sanford, FL 32773-6844

Executive Director
Central Florida Regional Transportation Authority
455 North Garland Avenue
Orlando, FL 32801

Secretary, District Five
Florida Department of Transportation
719 S. Woodland Blvd
Deland, FL 32720

Chairperson
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807

Chairperson
Osceola County Expressway Authority
1 Courthouse Square, Suite 1100
Kissimmee, FL 34741

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 6.05. Interpretation.

- (a) Drafters of Agreement. All parties hereto were each represented by, or afforded the opportunity 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.
- (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 6.06. Attorney’s Fees. 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 costs and attorney’s fees in connection with such proceeding.

Section 6.07. 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 6.08. Effective date. This Agreement shall become effective upon its recording by all parties hereto.

Section 6.09. Other authority. In the event that any election, referendum, approval, permit, notice, or other proceeding or authorization is required under applicable law to enable the parties to enter into this Agreement or to undertake the provisions set forth hereunder, or to observe, assume or carry out any of the provisions of the Agreement, said parties will initiate and consummate, as provided by law, all actions necessary with respect to any such matters as required.

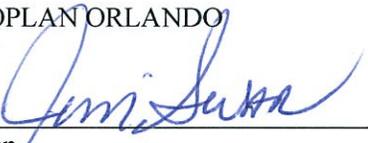
Section 6.10. Parties not obligated to third parties. No party hereto shall be obligated or be liable hereunder to any party not a signatory to this Agreement. There are no express or intended third party beneficiaries to this Agreement.

Section 6.11. Rights and Remedies not waived. In no event shall the making by the Department of any payment to the MPO constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the MPO, and the making of any such payment by the Department while any such breach or default exists shall in no way impair or prejudice any right or remedy available to the Department in respect of such breach or default.

Section 6.12 Data, records, reports and other documents. Subject to the right to claim an exemption from the Florida Public Records Law, Chapter 119, F.S., the parties shall provide to each other such data, reports, records, contracts, and other documents in its possession relating to the MPO as is requested. Charges are to be in accordance with Chapter 119, F.S.

IN WITNESS WHEREOF, the undersigned parties have executed this Joint Participation Agreement on behalf of the referenced legal entities.

Signed, Sealed, and Delivered in the presence of:

METROPLAN ORLANDO
BY: 
Chairman
ATTEST: 
DATE: 2/13/15

EAST CENTRAL FLORIDA REGIONAL
PLANNING COUNCIL
BY: _____
Chairman
ATTEST: _____
DATE: _____

THE CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY
BY: _____
Chairman
ATTEST: _____
DATE: _____

THE GREATER ORLANDO AVIATION
AUTHORITY
BY: _____
Chairman
ATTEST: _____
DATE: _____

THE SANFORD AIRPORT AUTHORITY

BY: _____
Chairman

ATTEST: _____
DATE: _____

THE CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

BY: _____
Chairman

ATTEST: _____
DATE: _____

THE OSCEOLA COUNTY EXPRESSWAY
AUTHORITY

BY: _____
Chairman

ATTEST: _____
DATE: _____

FLORIDA DEPARTMENT OF TRANSPORTATION

BY: _____
District Five Secretary

ATTEST: _____
DATE: _____

APPROVED AS TO FORM, LEGALITY
DEPARTMENT OF TRANSPORTATION

BY: _____
ATTORNEY
DATE: _____
TITLE: _____

[Every participant identified in this Agreement shall sign and date this Agreement with the appropriate witnesses]