



**AMENDED AND RESTATED
INTERLOCAL AGREEMENT
CREATING THE CENTRAL FLORIDA MPO ALLIANCE**

This Interlocal Agreement ("Agreement") is made and entered into **as of the Effective Date defined herein**, by and between the Orlando Urban Area Metropolitan Planning Organization d/b/a MetroPlan Orlando, the Volusia-Flagler TPO, the Space Coast TPO, the Ocala-Marion County TPO, the Lake-Sumter MPO, and the Polk TPO.

RECITALS

WHEREAS, Central Florida MPO Alliance Resolution No. 2001-01 was adopted by MetroPlan Orlando, the Volusia-Flagler TPO, the Space Coast TPO, and the Lake County Board of County Commissioners (hereinafter referred to as Lake-Sumter MPO) to create and operate the Central Florida MPO Alliance;

WHEREAS, the service areas for MetroPlan Orlando, the Volusia-Flagler TPO, the Space Coast TPO, the Ocala-Marion County TPO, the Lake-Sumter MPO and the Polk TPO are described in each respective organization's Interlocal Agreements.

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

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

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

WHEREAS, the Act provides that regional transportation plans may be developed in regional transportation areas in accordance with an Interlocal Agreement entered into pursuant to Section 163.01, Florida Statutes, by two or more contiguous Metropolitan Planning Organizations;

WHEREAS, the parties hereto established the Central Florida MPO Alliance through the Interlocal Agreement dated October 19, 2005;

WHEREAS, the Interlocal Agreement dated October 19, 2005 was amended by Resolution of each member of the Central Florida MPO Alliance in February 2007;

WHEREAS, the Interlocal Agreement dated October 19, 2005 was further amended by Resolution of each member of the Central Florida MPO Alliance in February/March 2012;

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

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

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

1. The Central Florida MPO Alliance (the "Alliance") is hereby formed to:
 - a. Maintain and update a regional transportation plan;
 - b. Pursue funding opportunities to advance regionally significant facilities and services which may include the establishment of regional transportation project priorities for the TRIP;
 - c. Serve as a forum for exchanging information between members, especially on projects of regional significance;
 - d. Coordinate regional transportation planning and policy development with the Florida Department of Transportation;
 - e. Identify regional transportation opportunities;
 - f. Solve regional transportation issues; and
 - g. Consider and, when appropriate, take collective positions on legislation that affects the region's transportation needs and interests of the member jurisdictions.
2. Each of the six organizations comprising the Alliance shall appoint three (3) voting policy Board members to serve on the Alliance. Each of the six organizations may appoint up to three (3) alternate representatives who are also policy Board members. Terms of voting and alternate members shall run from the time of appointment by the member policy Board until said members no longer serve on the member MPO Board, or until replaced by the member MPO Board.
3. Effective January 2019, the Alliance meetings will be held at least three (3) times per year. The fall meeting date is contingent upon the Priority Project List adoption schedule. These meetings shall be held at MetroPlan Orlando located at 250 S. Orange Ave, Suite 200, Orlando, FL 32801 or a location designated and approved by the Chairperson of the Alliance. Annually, at least one meeting may be held off-site, at a mutually agreed upon location, for the purpose of holding a joint meeting with the Sun Coast Transportation Planning Alliance (SCTPA), formerly, TBARTA MPOs Chairs Coordinating Committee.

4. At the last meeting of each calendar year, members of the Alliance shall select one of its members as a Chairperson, another member as Vice-Chairperson, and a third member as Secretary. The three officers shall serve a term of one year or until their successors are selected. In the event an officer is unable to complete the term of his or her office, a successor, from the same jurisdiction, shall be elected to complete the term or the Alliance may also choose that the office remain vacant until the time of the next annual elections.

By mutual agreement of the Alliance members, MetroPlan Orlando staff will provide primary, administrative support to the Alliance from existing staff. MetroPlan Orlando staff shall be responsible for preparing minutes, placement of advertisements and meeting notices, working with the member Directors to prepare an agenda, preparing and distributing agenda packages to all Alliance members, and other interested parties, and providing orientation briefings to incoming Alliance members along with their respective members' staff. Also by mutual agreement, each member shall provide an annual contribution in the amount of five thousand dollars (\$5,000) to MetroPlan Orlando for the purpose of covering expenses included, but not limited to, support staff as noted above, off-site meeting expenses, meeting advertising costs, copying and printing costs, technology costs, cost of postage and/or delivery service, and other publications/reports as approved by the Alliance such as a compilation of member organizations' Long Range Transportation Plans and Prioritized Project Lists into a regional document and compilation and publication of a Regional Indicators report. Other small-scale studies may be approved by the Alliance based on funding availability.

5. The Alliance shall utilize the latest edition of *Robert's Rules of Order Newly Revised* (12th ed. 2020), as the official rules of procedure.

6. Quorum. The Alliance shall consist of eighteen (18) members. The presence of ten (10) members at a meeting shall constitute a quorum. Every effort should be made to have at least one representative present from each member organization, however in the event this is unattainable, the Executive Director may act on behalf of their respective organization. No action shall be taken by the Alliance except upon a majority vote of those present and voting. Because the Alliance operates on the basis of consensus, no substantive action shall be adopted by the Alliance on any issue if the majority of the members of any delegation (i.e., MetroPlan Orlando, the Volusia-Flagler TPO, the Space Coast TPO, the Lake-Sumter MPO, the Polk TPO, or the Ocala-Marion County TPO) present and voting shall oppose the proposed action.

7. Technical and additional administrative support for the Alliance will be provided by existing staff from the members' respective organizations. All meetings of the Alliance shall be advertised at least three (3) days prior to said meeting by posting a notice at the office of each of the six (6) member organizations comprising the Alliance, setting forth the time, place, and date of said meeting and an agenda of said meeting, to include a notice published on the website of each organization. Further, a notice including the time, place, and date of the meeting shall be advertised in a newspaper of general circulation, as defined by Chapter 50, Florida Statutes, within Central Florida and the Florida Administrative Weekly. Minutes shall be taken at all Alliance meetings and shall be consistent with the Government-in-the-Sunshine Act, Section 286.011, Florida Statutes. All meetings and other public records shall be maintained at the offices of MetroPlan Orlando, with a true and correct copy provided to each member organization.

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

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

10. The Alliance shall compare and review, at least every five (5) years, each member organization's adopted Long Range Transportation Plan for the purpose of identifying any potential planning area conflicts and/or opportunities for further regional coordination to advance projects of mutual interest. For the purposes of this review, the regional transportation area shall be all of Orange County, Seminole County, Osceola County, Volusia County, Flagler County, Brevard County, Lake County, Sumter County, Polk County, and Marion County. This effort will be a collaborative effort involving all members of the Alliance with MetroPlan Orlando serving as the lead agency.

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

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

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

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

MetroPlan Orlando: Mr. Gary Huttman, Executive Director 250 S. Orange Avenue, Suite 200 Orlando, FL 32801	Space Coast TPO: Ms. Georganna Gillette, Executive Director 2725 Judge Fran Jamieson Way Building B, Room 105 Melbourne, FL 32940
Lake-Sumter MPO: Mr. Michael Woods, Director 1300 Citizens Blvd. Leesburg, FL 34748	Polk TPO: Mr. Ryan Kordek, Executive Director 330 W Church Street, Drawer TS05 Bartow, Florida 33830
Volusia-Flagler TPO: Ms. Colleen Nicoulin, Executive Director 1540 Cornerstone Blvd Suite 240 Daytona Beach, FL 32117	Ocala-Marion County TPO: Mr. Rob Balmes, TPO Director 2710 E. Silver Springs Blvd. Ocala, FL 34470

15. Interpretation.

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

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

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

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

18. Effective Date; Cost of Recordation. This Agreement shall become effective on the date it has been adopted and executed by all Parties and thereafter filed in the Office of the Clerk of the Circuit Court of each county in which a Party is located ("Effective Date").

Any amendment hereto shall become effective only upon adoption and execution by all Parties and filing in the Office of the Clerk of the Circuit Court of each county in which a Party is located.

The cost of recording shall be borne by each Party for recordation within its respective county.

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

Signed, sealed, and delivered in the presence of:

METROPLAN ORLANDO:

BY: _____

TITLE: _____

ATTEST: _____

TITLE: _____

SPACE COAST TPO:

BY: _____

TITLE: _____

ATTEST: _____

TITLE: _____

LAKE-SUMTER MPO:

BY: _____

TITLE: _____

ATTEST: _____

TITLE: _____

POLK TPO:

BY: _____

TITLE: _____

ATTEST: _____

TITLE: _____

VOLUSIA-FLAGLER TPO:

BY: _____

TITLE: _____

ATTEST: _____

TITLE: _____

OCALA-MARION COUNTY TPO:

BY: _____

TITLE: _____

ATTEST: _____

TITLE: _____