REGIONAL TRANSPORTATION MANAGEMENT AND OPERATIONS PROGRAM MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (MOU), dated the 1st day of October 2025, is made by and between MetroPlan Orlando, and Forward Pinellas, Hillsborough MPO, Lake Sumter MPO, Ocala/Marion County TPO, Pasco MPO, Polk TPO, Sarasota/Manatee MPO, Space Coast TPO, and Volusia-Flagler TPO, all metropolitan planning agencies created by separate interlocal agreement and all operating pursuant to Section 339.175, Florida Statutes (hereafter referred to as the "the M/TPOs").

RECITALS:

WHEREAS, this MOU is for the purpose of facilitating cooperation and coordination of Regional Transportation Systems Management & Operations (TSMO) Program RTSMOP; and

WHEREAS, TSMO is the application of multimodal transportation strategies and technologies intended to maximize the efficiency, safety, and utility of the existing transportation network; and

WHEREAS, TSMO includes a set of projects and strategies that use technology and real-time operational procedures, that when integrated at the state, regional and local levels, enhances the movement of people and goods, all with a positive impact on individual and national economic prosperity such as Work Zone Management; Traffic Incident Management; Special Event Management; Transit Management; Traffic Signal Coordination; Congestion Pricing; Active Transportation and Demand Management; and Integrated Corridor Management; and

WHEREAS, the application of Information and Communication Technologies (ICT) to manage and operate transportation systems will expand and evolve as more innovative solutions appear in transportation operations and planning, including connected and autonomous vehicles; and

WHEREAS, for transportation systems in the 21st Century, M/TPOs will need to advance, further, and increase their capacity in this area through workforce development and understanding of TSMO applications to improve the safety, efficiency and performance of transportation systems; and

WHEREAS, collaborating with the M/TPOs to plan and fund TSMO strategies in RTSMOP will increase efficiency and improve regional mobility; and

WHEREAS, the M/TPOs each have the power to execute and implement an MOU for regional cooperation regarding TSMO; and

WHEREAS, Section 339.175(6)(j)1., Florida Statutes (2020), requires MPOs to develop coordination mechanisms with one another to expand and improve transportation within the state; and

WHEREAS, the M/TPOs have determined that this MOU is a flexible method of coordination for a transportation project, namely the RTSMOP.

NOW, THEREFORE, in consideration of the covenants herein to the other and of the mutual benefits to be realized by the parties hereto, the parties hereto agree as follows:

SECTION 1. Recitals. Each and all the above recitals ("WHEREAS") are hereby incorporated herein.

SECTION 2. Process.

(a) MetroPlan Orlando has been actively collaborating with its partners to advance TSMO strategies for several years by: establishing TSMO as a business unit; enriching staff's abilities to integrate TSMO alternatives investments; maintaining a formal TSMO Advisory Committee represented by planners and traffic engineers in the planning area; allocating resources to deploy projects in MetroPlan Orlando's Transportation Improvement Program (TIP); mainstreaming TSMO in the transportation planning process; and cultivating local, state and federal "Champions".

(b) As the agency initiating this process, MetroPlan Orlando proposes to advance their TSMO planning activities as described below (hereinafter the "Program.").

1. A Strategic Plan, attached as Exhibit "A" to this MOU and incorporated herein by this reference into this MOU, provides a high-level description of the activities for this Program.

2. The parties to this MOU agree that each individual M/TPOs shall continue to have the authority to maintain autonomy to direct and to oversee their own TSMO activities, planning and strategies.

3. MetroPlan shall provide overall operational and administrative guidance for this Program pursuant to this MOU. Technical and/or additional administrative support will be provided by existing staff from each respective M/TPOs. This MOU is not a commitment of funds by or to any M/TPO that is a party to this MOU. When funding is needed by any M/TPO that is a party to this MOU to pursue an agreed upon project, program or activity within the spirit of this MOU, then the expectation and requirement is that the funding may be pursued by the one M/TPO only with the endorsement and support of another M/TPO, only if such endorsement and support has been approved by the M/TPO. Additionally, this MOU does not commit any M/TPO to any project or financial obligation. The M/TPOs understand that all approvals of a project, program and activity must first be obtained by each M/TPO that is going to participate in said project, program, or activity, prior to any funding and commitment to any project, program or activity.

SECTION 3. The Director. The Director of TSMO pursuant to this MOU shall be unilaterally appointed, suspended, or removed by MetroPlan Orlando as it shall choose. Upon resignation, suspension or removal of any person as the Director, MetroPlan Orlando shall provide notice within ten (10) days to the other M/TPOs that are a party to this MOU. Thereafter, MetroPlan Orlando shall appoint a new person to serve as the Director and shall provide notice within ten (10) days to the other M/TPOs that are a party to this MOU. The initial Director pursuant to this MOU shall be Eric Hill.

SECTION 4. Notice.

(a) A notice or communication, under this MOU by one party, on the one hand, to other parties to this MOU shall be sufficiently given or delivered if dispatched by hand delivery, or by nationally recognized overnight courier (*i.e.* – Federal Express, United Parcel Services, electronic delivery, *etc.*) providing receipts, or by U.S. certified mail, postage prepaid, return receipt requested to:

Forward Pinellas
310 Court Street, 2nd Floor
Clearwater, FL 33756

Hillsborough MPO
601 E. Kennedy Blvd., 18th Floor
P.O. Box 1110
Tampa, FL 33602

Lake Sumter MPO
1300 Citizens Blvd. Suite 175
Leesburg, FL 34748

Ocala/Marion County TPO
2710 E. Silver Springs Blvd.
Ocala, FL 34470

MetroPlan Orlando
250 S. Orange Ave. Suite 200
Orlando, FL 32801

Pasco County MPO
West Pasco Government Center
8731 Citizen Drive, Suite 230
New Port Richey, FL 34654

Polk TPO
330 W. Church Street
Bartow, FL 33830

Volusia-Flagler TPO
1540 Cornerstone Blvd., Suite 240
Daytona Beach, FL 32117

Sarasota/Manatee MPO
8100 15th Street East
Sarasota, FL 34243-3248

Space Coast TPO
2725 Judge Fran Jamieson Way, #B
Melbourne, FL 32940

(b) Notices; Addresses; Time. Any M/TPO that is a party to this MOU may unilaterally change its addressee or address by giving written notice thereof to the other M/TPOs, but the change is not effective against another M/TPO until the change notice is received by the other M/TPO. Notice given by U.S. certified mail, return receipt requested,

properly addressed and with postage fully prepaid, is deemed given when deposited in the United States mails within the continental United States, if the notice is thereafter delivered in due course at the address to which properly sent. Notice given by overnight courier, service prepaid, properly addressed is deemed given when deposited with the courier within the continental United States, if the notice is thereafter delivered in due course at the address to which properly sent. Notice given by manual delivery is deemed given only when received by the recipient.

(c) Relay of Official Notices and Communications. If any M/TPO that is a party to this MOU receives any notice from a governmental body or governmental officer that pertains to this MOU, or receives any notice of litigation or threatened litigation affecting the MOU or a project, program, or activity being conducted pursuant to this MOU, the receiving party shall promptly send it (or a copy of it) to all other M/TPO parties to this MOU.

SECTION 5. Term of MOU; Admission to or Withdrawal from MOU.

(a) This MOU shall have an initial term of one (1) non-calendar year, from October 1, 2025, to September 30, 2026. This MOU shall automatically renew in each subsequent year, unless terminated at least sixty (60) days prior to any renewed term; provided that in no event shall this MOU have a term beyond September 30, 2028. During 2025, the parties to this MOU may review, revise, and sign a new MOU, if so desired.

(b) Notwithstanding sub-section (a), any party may terminate its participation as a party to this MOU for its convenience at any time.

(c) Notwithstanding other provisions in this MOU, additional parties may be admitted as parties to this MOU by amendment to the MOU approved and executed by all parties then a party to this MOU.

SECTION 7. Effective Date; Counterpart Signature Pages.

(a) This MOU shall become effective upon full and proper execution of each of the parties hereto.

(b) This MOU may be executed in counterparts, each of which shall be deemed an original. Any such counterparts shall constitute one and the same instrument. This MOU shall become effective only upon Effective Date and delivery of by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be signed in their respective names by their authorized representatives.

Signed and delivered in the presence of:

METROPLAN ORLANDO:

BY:_____

TITLE:_____

DATE:_____

FORWARD PINELLAS:

BY:_____

TITLE:_____

DATE:_____

HILLSBOROUGH MPO:

BY:_____

TITLE:_____

DATE:_____

LAKE SUMTER MPO:

BY:_____

TITLE:_____

DATE:_____

OCALA/MARION COUNTY TPO:

BY:_____

TITLE:_____

DATE:_____

PASCO COUNTY MPO:

BY:_____

TITLE:_____

DATE:_____

POLK TPO:

BY:_____

TITLE:_____

DATE:_____

SARASOTA/MANATEE MPO:

BY:_____

TITLE:_____

DATE:_____

SPACE COAST TPO:

BY:_____

TITLE:_____

DATE:_____

VOLUSIA- FLAGLER TPO:

BY:_____

TITLE:_____

DATE:_____