

INTERLOCAL AGREEMENT FOR CREATION OF A REGIONAL TRANSPORTATION PLAN

THIS INTERLOCAL AGREEMENT is made and entered into this _____ day of _____, 2006 by and between the Ocala/Marion County Transportation Planning Organization (TPO), and the Metropolitan Transportation Planning Organization (MTPO) for the Gainesville Urbanized Area.

RECITALS

WHEREAS, Section 339.2819, Florida Statutes, creates within the Department of Transportation a Transportation Regional Incentive Program for the purpose of providing funds to improve regionally significant transportation facilities in regional transportation areas created pursuant to Section 339.155(5), Florida Statutes; and

WHEREAS, Section 339.155(5), Florida Statutes states 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; and

WHEREAS, for purposes of Section 339.155(5)(c), the term "contiguous" means abutting; and

WHEREAS, Section 339.155(5)(d), Florida Statutes states that such interlocal agreements must, at a minimum, identify the entity that will coordinate the development of the regional transportation plan; delineate the boundaries of the regional transportation area; provide the duration of the agreement and specify how the agreement may be terminated, modified, or rescinded; describe the process by which the regional transportation plan will be developed; and provide how members of the entity will resolve disagreements regarding interpretation of the interlocal agreement or disputes relating to the development or content of the regional transportation plan;

WHEREAS, the parties to this Interlocal Agreement desire to participate cooperatively in the creation of a regional transportation plan which will identify potential project priorities for funding through the Transportation Regional Incentive Program;

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

ARTICLE 1 RECITALS; DEFINITIONS

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

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

Agreement - Refers to this instrument, as amended from time to time.

Executive Committee - Refers to a committee composed of elected officials from the Lead Agency and the Participating Agencies. The Executive Committee's task is to review and approve the regional transportation plan, the public involvement plan, and any other documentation related to the regional transportation plan as may be necessary.

Facilitator – Refers to one who helps the parties design and follow through a meeting agenda and assists parties to communicate more effectively throughout the process. The facilitator has no authority to make or recommend a decision.

Initiation Letter – Refers to a letter from one of the Participating Agencies formally identifying a dispute and asking the other named parties to meet and engage in a process to resolve the dispute.

Lead Agency - Refers to that Participating Agency that will take the lead role in the development of the regional transportation plan.

Participating Agency – Refers to any signatory to this Agreement.

Project Chairman - Refers to the elected official from the Lead Agency who will lead the meetings of the Executive Committee.

Project Liaison - Refers to a staff person from a Participating Agency responsible for helping to review the regional transportation plan and any supporting documentation as it pertains to that Participating Agency.

Project Manager - Refers to the staff person at the Lead Agency responsible for development of the regional transportation plan and any supporting documentation.

Regional Transportation Plan – Refers to the plan developed by the Participating Agencies in accordance with Section 339.155(5), Florida Statutes

Regional Transportation Area - Refers to the study area as delineated for the purpose of creating a regional transportation plan by the parties to this agreement.

Response Letter – Refers to the letter prepared by the Project Manager or Project Chairman that summarizes a particular dispute(s), describes what was discussed at the resolution/settlement meeting including any agreements that were reached.

**ARTICLE 2
PURPOSE**

Section 2.01. General Purpose. The purpose of this Agreement is to establish the necessary framework for the creation of a regional transportation plan.

**ARTICLE 3
REGIONAL TRANSPORTATION AREA**

Section 3.01. The regional transportation area is composed of Alachua County and Marion County as shown in Map 1.

Section 3.02. Regional Transportation Plan Defined. The plan must, at a minimum: identify regionally significant transportation facilities located within the regional transportation area; contain a prioritized list of regionally significant projects; use professionally accepted techniques for measuring level of service in accordance with Section 163.3180, Florida Statutes and Rule 14-94, F.A.C.; and; the projects listed in the prioritized list shall be adopted into the capital improvements schedule of the local government(s) comprehensive plan pursuant to Section 163.3177(3), Florida Statutes.

**ARTICLE 4
LEAD AGENCY**

Section 4.01. The City of Gainesville is designated as the lead agency for the development of the regional transportation plan. The responsibilities of the lead agency include:

- a. Identify a staff person to serve as Project Manager for the regional transportation plan and to coordinate its development with staff from the Participating Agencies.
- b. Identify an elected official to serve as the Project Chairman of the regional transportation plan and keep the members of the Executive Committee informed on the progress of the plan.
- c. Develop the scope of work for any consultants that will be assisting with development of the plan and oversee any consultant work that is required.
- d. Develop a timeline with milestones for completion of the plan.
- e. Develop a public involvement plan for the creation of the regional transportation plan.
- f. Prepare draft and final versions of the regional transportation plan.

- g. Provide copies of all of the above documentation (i.e. scopes of work, timelines, public involvement plan, draft and final versions of the regional transportation plan) to the Executive Committee for review and comment.
- h. Develop a prioritization process for selecting projects for inclusion in the Transportation Regional Incentive Program from the regional transportation plan.

ARTICLE 5 PARTICIPATING AGENCIES

Section 5.01. Responsibilities of the Participating Agencies.

- a. Identify a staff person to serve as Project Liaison and be the main point of contact for the Project Manager from the Lead Agency.
- b. Identify an elected official to serve on the Executive Committee and assist the Project Chairman in reviewing, commenting, and approving the regional transportation plan as well as any supporting documentation for the plan.
- c. Provide financial support for development of the regional transportation plan either in the form of direct funds or in-kind service.

ARTICLE 6 COMPOSITION; MEMBERSHIP; TERMS OF OFFICE; QUORUM; VOTING PROCEDURES

Section 6.01. Composition and membership of Executive Committee. All members of the Executive Committee shall be elected officials from the Participating Agencies. The membership of the Executive Committee shall consist of four voting representatives. The names of the member local governmental entities and the voting apportionment of the Executive Committee shall be as follows:

One City of Gainesville Commissioner appointed by the MTPO;

One Alachua County Commissioner appointed by the MTPO; and

Two Ocala/Marion County TPO members.

Section 6.02. Terms. The term of office of members of the Executive Committee shall be for three years.

Section 6.03. Quorum. The presence of three (3) members at a meeting shall constitute a quorum.

Section 6.04. Voting Procedures. No action shall be taken by the Executive Committee except upon a majority vote of those present and voting.

ARTICLE 7 CONFLICT RESOLUTION

Section 7.01. Disagreements regarding interpretation of this Interlocal Agreement, or disputes relating to the development or content of the regional transportation plan, shall be resolved by alternative dispute resolution, either through mediation or binding arbitration, as provided in Chapter 44 and Chapter 682, Florida Statutes.

ARTICLE 8 MISCELLANEOUS PROVISIONS

Section 8.01. Relationship to Long Range Transportation Plan and Transportation Improvement Program. Regionally significant projects that are identified in the regional transportation plan and priority list must be included in the federally mandated Long Range Transportation Plan and Transportation Improvement Program of the applicable Metropolitan Planning Organization(s) (MPO) if the MPO(s) is/are a party to this Agreement.

Section 8.02. 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.

Section 8.03. 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 8.04. Duration; withdrawal procedure. This Agreement shall remain in effect until terminated by the parties to this Agreement, or as otherwise provided by law. Any party may withdraw from this Agreement after presenting in written form a notice of intent to withdraw to the other parties to this Agreement at least 90 days prior to the intended date of withdrawal.

Section 8.05. Notices. All notices, demands and correspondence required or provided for under this Agreement shall be in writing and delivered in person or dispatched by certified mail, postage prepaid, return receipt requested. Notice required to be given shall be addressed as follows:

Ocala/Marion County TPO
Mr. Greg Slay, Executive Director
P.O. Box 1270
Ocala, FL 34478-1270

MTPO for the Gainesville Urbanized Area
Mr. Marlie Sanderson, Director of Transportation Planning
2009 NW 62nd Place
Gainesville, FL 32653-1603

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

Section 8.07. Enforcement by parties hereto. In the event of any judicial or administrative action to enforce or interpret this Agreement by any party hereto, each party shall bear its own attorney's fees in connection with such proceeding.

Section 8.08. 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 8.09. Effective Date. This Agreement becomes effective upon execution and recording in the public records of Alachua and Marion Counties.

IN WITNESS WHEREOF, the undersigned parties have executed this Interlocal Agreement on behalf of the referenced legal entities and hereby establish a framework for the creation of a regional transportation plan.

Signed, Sealed and Delivered in the presence of:

ATTEST

OCALA/MARION COUNTY TRANSPORTATION
PLANNING ORGANIZATION

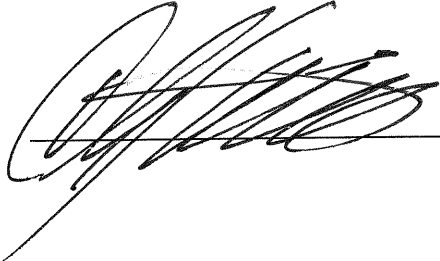
By: _____
Chair

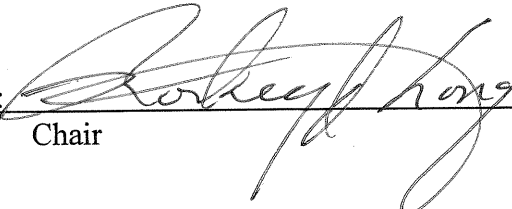
APPROVED AS TO FORM LEGALITY

Patrick Gilligan, TPO Attorney

ATTEST

METROPOLITAN TRANSPORTATION
PLANNING ORGANIZATION FOR THE
GAINESVILLE URBANIZED AREA



By:  _____
Chair

APPROVED AS TO FORM LEGALITY


David Schwartz, MTPO Attorney

ATTEST

ALACHUA COUNTY COMMISSION

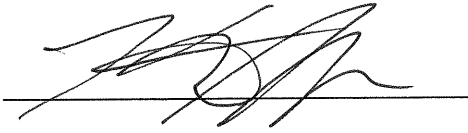
By: _____
Chair

APPROVED AS TO FORM LEGALITY

David Wagner, County Attorney

ATTEST

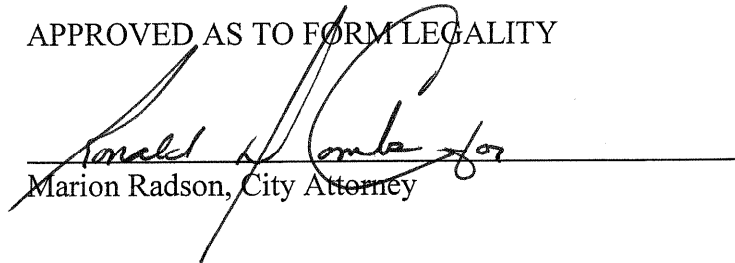
CITY COMMISSION
GAINESVILLE, FLORIDA



A handwritten signature in black ink, appearing to be 'P. Hannah', is written over a horizontal line.

By: Peter Hannah
Mayor

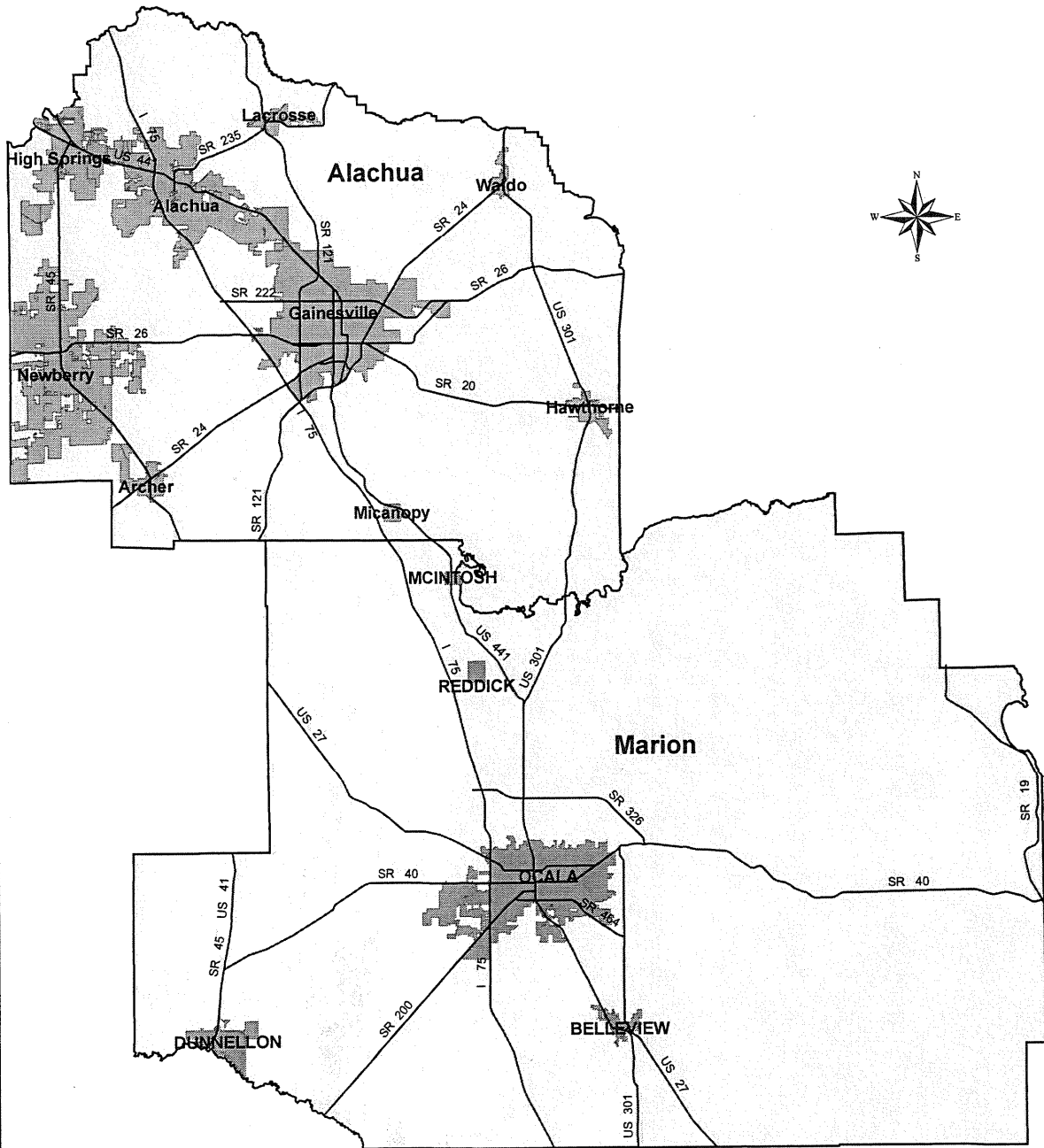
APPROVED AS TO FORM LEGALITY



A handwritten signature in black ink, appearing to be 'Marion Radson', is written over a horizontal line.

Marion Radson, City Attorney

MAP 1 REGIONAL TRANSPORTATION AREA



Legend	
	Major Roads
	Alachua Co. Cites
	Marion Co. Cities

NORTH CENTRAL FLORIDA
REGIONAL PLANNING COUNCIL

Date: June 26, 2006
 Created By: U Garfield - NCFRPC
 Sources: Northeast Florida Regional Council and
 North Central Florida Regional Planning Council
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