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April 25, 2022

The Honorable Lauren Poe, Mayor
City of Gainesville
P.O. Box 490, Station 19
Gainesville, FL 32627-0490

REC'D CLERK'S OFFICE
'22 MAY 3 AM 10:24

RE: Intergovernmental Coordination and Review and Public Transportation Collaborative Planning Agreement Update

Dear Mayor Poe:

At its meeting on April 25, 2022, the Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area:

- 1. Approved the attached updated Intergovernmental Coordination and Review and Public Transportation Collaborative Planning Agreement consistent with the Florida Department of Transportation's most recent Agreement template to replace the Intergovernmental Coordination and Review and Public Transportation Coordination Joint Participation Agreement approved by the Metropolitan Transportation Planning Organization on October 25, 2021;*
- 2. Authorized the Chair to sign the updated Agreement; and*
- 3. Authorized staff to send the updated Agreement to the Florida Department of Transportation, North Central Florida Regional Planning Council, City of Gainesville and Gainesville-Alachua County Regional Airport Authority requesting that they also approve the updated Agreement.*

Please approve and have all five copies of the updated Intergovernmental Coordination and Review and Public Transportation Collaborative Planning Agreement signed by you, the Gainesville City Attorney and a witness.

The Metropolitan Transportation Planning Organization's existing Intergovernmental Coordination and Review and Public Transportation Coordination Joint Participation Agreement was last updated by the participating parties to the Agreement in 2007. The primary purpose of this Agreement is to have operators of public transportation systems agree to cooperatively participate in the planning and programming of transportation projects.

Each year, the Federal Highway Administration and the Florida Department of Transportation conduct a review of the certification status of the transportation planning process of the Metropolitan Transportation Planning Organization. In order to receive Federal transportation funds in this area, the Metropolitan Transportation Planning Organization planning program must maintain its certification. During this year's certification review, the Florida Department of Transportation noted it recently issued an Intergovernmental Coordination and Review and Public Transportation Collaborative Planning Agreement template and requested that the Metropolitan Transportation Planning Organization update its Intergovernmental Coordination Review and Public Transportation Coordination Joint Participation Agreement consistent with the recent template update. If you have any questions concerning this matter, please do not hesitate to contact Scott R. Koons, Executive Director, at 352.955.2200, extension 101.

Sincerely,

Charles S. Chestnut IV, Chair
Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area

Attachment

xc: Cynthia Curry, Gainesville Interim City Manager (without attachments)
Malisa McCreedy, Gainesville Transportation and Mobility Department Director (without attachments)
Deborah Leistner, Gainesville Transportation Planning Manager (without attachments)

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Dedicated to improving the quality of life of the Region's citizens,
by enhancing public safety, protecting regional resources,
promoting economic development and providing technical services to local governments.

**INTERGOVERNMENTAL COORDINATION AND REVIEW
AND
PUBLIC TRANSPORTATION COLLABORATIVE PLANNING AGREEMENT**

THIS INTERGOVERNMENTAL COORDINATION AND REVIEW AND PUBLIC TRANSPORTATION COLLABORATIVE PLANNING AGREEMENT is made and entered into this _____ day of _____, 2022 by and between the Florida Department of Transportation, hereinafter referred to as the Department; the Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area, herein after referred to as the Metropolitan Transportation Planning Organization; the North Central Florida Regional Planning Council, hereinafter referred to as the Council; the City of Gainesville, hereinafter referred to as the City; and the Gainesville-Alachua County Regional Airport Authority, hereinafter referred to as the Authority.

RECITALS

WHEREAS, the Federal Government, under the authority of 23 United States Code 134 and 49 United States Code 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 metropolitan areas to develop and implement plans and programs consistent with the comprehensively planned development of the metropolitan area;

WHEREAS, 23 United States Code 134, 49 United States Code 5303, and Section 339.175, Florida Statutes, provide for the creation of metropolitan planning organizations to develop transportation plans and programs for metropolitan areas;

WHEREAS, 23 Code of Federal Regulations 450 requires that the State, the Metropolitan Transportation 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 corridor and subarea studies) pursuant to 23 Code of Federal Regulations 450 and programming;

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

WHEREAS, pursuant to 23 United States Code 134, 49 United States Code 5303, 23 Code of Federal Regulations 450, and Section 339.175, Florida Statutes, the Metropolitan Transportation Planning Organization 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 Transportation Planning Organization;

WHEREAS, pursuant to Section 339.175, Florida Statutes, the Metropolitan Transportation Planning Organization shall execute and maintain an agreement with the metropolitan and regional intergovernmental coordination and review agencies serving the Gainesville Metropolitan Area;

WHEREAS, the aforesaid 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 Area;

WHEREAS, pursuant to Section 186.505, Florida Statutes, the Council 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, Florida Statutes;

WHEREAS, the Council, pursuant to Section 186.507, Florida Statutes, 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 Council's statutory mandate to identify inconsistencies between plans of metropolitan planning organizations and applicable local government comprehensive plans, and required to prepare and adopt a Strategic Regional Policy Plan, the Council is appropriately situated to assist in the intergovernmental coordination of the intermodal transportation planning process;

WHEREAS, pursuant to Section 186.509, Florida Statutes, the Council 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 is useful in the process of resolving conflicts and disputes arising in the transportation planning process;

WHEREAS, pursuant to 23 Code of Federal Regulations 450 and Section 339.175, Florida Statutes, the Metropolitan Transportation Planning Organization must execute and maintain an agreement with the operators of public transportation systems, including transit systems, commuter rail systems, airports, and seaports, 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 studies) pursuant to 23 Code of Federal Regulations 450 and programming will be part of the comprehensively planned development of the Gainesville Metropolitan Area;

WHEREAS, it is in the public interest that the Metropolitan Transportation Planning Organization, 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 the Gainesville Metropolitan Area;

WHEREAS, The Intergovernmental Coordination and review and Public Transportation Coordination Joint Participation Agreement, dated January 26, 2007, is hereby replaced and superseded in its entirety by this Agreement;

WHEREAS, the undersigned parties have determined that this Agreement satisfies the requirements of, and is consistent, with 23 Code of Federal Regulations 450 and Section 339.175, Florida Statutes; and

WHEREAS, the parties to this Agreement desire to participate cooperatively in the performance, on a continuing basis, of a coordinated, 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 to this instrument, as amended from time to time.

Corridor or Subarea Study means and studies involving major investment decisions or as otherwise identified in 23 Code of Federal Regulations 450.

Department means the Florida Department of Transportation, an agency of the State of Florida, created pursuant to Section 20.23, Florida Statutes.

FHWA means the Federal Highway Administration.

Long-Range Transportation Plan means 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 23 United States Code 134, 49 United States Code 5303, 23 Code of Federal Regulations 450 and Section 339.175, Florida Statutes.

Gainesville Metropolitan Area means the planning area as determined by agreement between the Metropolitan Transportation Planning Organization and the Governor in the urbanized areas designated by the United States Bureau of the Census as described in 23 United States Code 134, 49 United States Code 5303 and Section 339.175, Florida Statutes, 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 Transportation Planning Organization's planning authority.

Metropolitan Transportation Planning Organization means the Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area formed pursuant to Interlocal Agreement as described in 23 United States Code 134, 49 United States Code 5303 and Section 339.175, Florida Statutes. This may also be referred to as a Transportation Planning Organization.

Council means the North Central Florida Regional Planning Council created pursuant to Section 186.504, Florida Statutes.

Transportation Improvement Program means the staged multi-year program of transportation improvement projects developed by a Metropolitan Planning Organization consistent with the Long-Range Transportation Plan and developed pursuant to Title 23 United States Code 134, 49 United States Code 5303, 23 Code of Federal Regulations 450 and Section 339.175, Florida Statutes.

Unified Planning Work Program means 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 two-year, together with a complete description thereof and an estimated budget, as required by 23 Code of Federal Regulations 450.308(c) and Section 339.175, Florida Statutes.

ARTICLE 2 PURPOSE

Section 2.01. Coordination with public transit operators. This Agreement is to provide for cooperation with the Department, the Council, the City, the Authority, and the Metropolitan Transportation Planning Organization in the development and preparation of the Unified Planning Work Program, the Transportation Improvement Program, the Long-Range Transportation Plan, 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 Council for intergovernmental coordination and review and identification of inconsistencies between proposed Metropolitan Transportation Planning Organization transportation plans and local government comprehensive plans adopted pursuant to Chapter 163, Florida Statutes, and approved by the Florida Department of Economic Opportunity.

Section 2.03. Dispute resolution. This Agreement, the purpose of this Agreement also provides a process for conflict and dispute resolution through the Council.

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 Metropolitan Transportation Planning Organization shall cooperate with the Council, the City, the Authority and the Department to optimize the planning and programming of an integrated and balanced intermodal transportation system for the Gainesville Metropolitan Area.

(b) The Metropolitan Transportation Planning Organization 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 Gainesville Metropolitan 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 Metropolitan Planning Organization may include, but shall include if within a transportation management area, 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 nonvoting advisor status. In the Metropolitan Planning Area if authorities or agencies are created by law to perform transportation functions and are not under the jurisdiction of a general purpose local government represented on the Metropolitan Planning Organization, the Metropolitan Planning Organization may request the Governor to designate said authority or agency as a voting member of the

Metropolitan Planning Organization in accordance with the requirements of Section 339.175, Florida Statutes. If the new member would significantly alter local government representation in the Metropolitan Planning Organization, the Metropolitan Planning Organization shall propose a revised apportionment plan to the Governor to ensure voting membership on the Metropolitan Planning Organization to be an elected official representing public transit authorities which have been, or may be, created by law.

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

Section 3.02. Preparation of transportation related plans.

(a) Although the adoption or approval of the Unified Planning Work Program, the Transportation Improvement Program, and the Long-Range Transportation Plan is the responsibility of the Metropolitan Transportation Planning Organization, development of such plans or programs shall be viewed as a cooperative effort involving the Department, the Council, the City, and the Authority. In developing its plans and programs, the Metropolitan Transportation Planning Organization shall solicit the comments and recommendations of the Department, the Council, the City, and the Authority in the preparation of such plans and programs.

(b) When preparing the Unified Planning Work Program, the Transportation Improvement Program, or the Long-Range Transportation Plan, or preparing other than a minor amendment thereto (as determined by the Metropolitan Transportation Planning Organization), the Metropolitan Transportation Planning Organization shall provide notice to the Department, the Council, the City, and the Authority advising them of the scope of the work to be undertaken and inviting comment and participation in the development process. The Metropolitan Transportation Planning Organization shall ensure that the chief operating officials of the Department, the Council, the City, and the Authority shall receive written notice at least fifteen (15) days prior to the date of all public workshops and hearings, or within the specified number of days per Metropolitan Transportation Planning Organization bylaws or public participation plan, relating to the development of such plans and programs.

(c) Local government comprehensive plans.

(1) In developing the Transportation Improvement Program, Long-Range Transportation Plan, or a Corridor or Subarea studies, or preparing other than a minor amendment thereto (as determined by the Metropolitan Transportation Planning Organization), the Metropolitan Transportation Planning Organization, and Transportation Authorities shall review for consistency for each local government in the Gainesville Metropolitan Area: (i) each comprehensive plan future land use element; (ii) the goals, objectives, and policies of each comprehensive plan; and (iii) the zoning, of each local government in the Gainesville Metropolitan Area.

(2) Based upon the foregoing review and in consideration of other relevant growth management plans, the Metropolitan Transportation Planning Organization and Transportation Authorities shall provide written recommendations to local governments in the Gainesville Metropolitan Area in the development, amendment and implementation of their comprehensive plans. A copy of the recommendations shall be sent to the Council.

(3) The Metropolitan Transportation Planning Organization agrees that, to the maximum extent feasible, the Long-Range Transportation Plan and the project and project phases within the Transportation Improvement Program shall be consistent with the future land use element and goals, objectives and policies of the comprehensive plan of the local governments in the Gainesville Metropolitan Area. If the Metropolitan Transportation Planning Organization's Transportation Improvement Program is inconsistent with a local government comprehensive plan, the Metropolitan Transportation Planning Organization shall so indicate, and the Metropolitan Transportation Planning Organization shall present, as part of the Transportation Improvement Program, justification for including the project in the program.

(d) Multi-modal transportation agency plans.

(1) In developing the Transportation Improvement Program, Long-Range Transportation Plan, or a Corridor or Subarea studies, or preparing other than a minor amendment thereto (as determined by the Metropolitan Transportation Planning Organization), the Metropolitan Transportation Planning Organization shall analyze the master plans of the Transportation Authorities. Based upon the foregoing review and a consideration of other transportation-related factors, the Metropolitan Transportation Planning Organization, shall from time to time and as appropriate, provide recommendations to the Department, the Council, the City and the Authority as well as local governments within the Gainesville Metropolitan 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 Department, the Council, the City and the Authority shall analyze the draft or approved Unified Planning Work Program, Transportation Improvement Program, Long-Range Transportation Plan or Corridor and Subarea studies, or amendments thereto. Based upon the foregoing review and a consideration of other transportation-related factors, the Department, the Council, the City and the Authority shall as appropriate, provide written recommendations to the Metropolitan Transportation Planning Organization with regard to development, amendment and implementation of the plans, programs and studies.

(3) The Metropolitan Transportation Planning Organization agrees that, to the maximum extent feasible, the Transportation Improvement Program shall be consistent with the affected growth management and other relevant plans of the Department, the Council, the City and the Authority.

ARTICLE 4 INTERGOVERNMENTAL COORDINATION AND REVIEW

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

(a) Within thirty (30) days of receipt, the Council shall review the draft Transportation Improvement Program, Long-Range Transportation Plan, Corridor and Subarea studies, or amendments thereto, as requested by the Metropolitan Transportation Planning Organization, to identify inconsistencies between these plans and programs and applicable local government comprehensive plans adopted pursuant to Chapter 163, Florida Statutes, for counties and cities within the Gainesville Metropolitan Area and the adopted Strategic Regional Policy Plan.

(1) The Department, the Council, the City and the Authority recognize that, pursuant to Florida law, the Long-Range Transportation Plan and Transportation Improvement Program of the Metropolitan Transportation Planning Organization must be considered by cities and counties within the Gainesville Metropolitan Area in the preparation, amendment and update/revision of their comprehensive plans. Further, the Long-Range Transportation Plan and the projects and project phases within the Transportation Improvement Program are to be consistent with the future land use element and goals, objectives and policies of the comprehensive plans of local governments in the Gainesville Metropolitan Area. Upon completion of its review of a draft Transportation Improvement Program or Long-Range Transportation Plan, the Council shall advise the Metropolitan Transportation Planning Organization and each county or city of its findings;

(2) The Council shall advise the Metropolitan Transportation Planning Organization in writing of its concerns and identify those portions of the submittals which need to be reevaluated and potentially modified if the Council review identifies inconsistencies between the draft Transportation Improvement Program or Long-Range Transportation Plan 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 Metropolitan Transportation Planning Organization may request that the Council 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 Council, the Metropolitan Transportation Planning Organization will identify the change in the final adopted plan intended to resolve the adverse comment, or alternatively, the Metropolitan Transportation Planning Organization shall identify the reason for not amending the plan as suggested by the Council.

(b) Provide the availability of the conflict and dispute resolution process as set forth in Article 5 of this Agreement.

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 a party to this Agreement 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 to such matters. Early resolution shall be handled by direct discussion between the following officials:

Department: District 2 Director for Planning and Programs
Metropolitan Transportation Planning Organization: Executive Director
Council: Executive Director
City: City Manager
Authority: Airport Chief Executive Officer

Section 5.03. Resolution by senior agency official. If the conflict remains unresolved, the conflict shall be resolved by the officials listed on Section 5.02 of this Agreement, with the exception of the Department's listed official, which for purposes of this Section 5.03 shall be the District 2 Secretary.

Section 5.04. Resolution by the Office of the Governor. If the conflict is not resolved through conflict resolution pursuant to Sections 5.01, 5.02 and 5.03 of this Agreement, the affected 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 the affected 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 (1) 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 five (5) years and the Parties hereto shall examine the terms hereof and agree to amend the provisions or reaffirm the same in a timely manner. However, the failure to amend or to reaffirm the terms of this Agreement shall not invalidate or otherwise terminate this Agreement.

(b) Withdrawal procedure. With the exception of the Metropolitan Transportation Planning Organization, any party to this Agreement may withdraw after presenting in written form a notice of intent to withdraw to the other Parties to this Agreement at least ninety (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, to the officials identified for each party in Section 5.02 of this Agreement at the addresses as listed below.

North Central Florida Regional Planning Council
2009 NW 67th Place
Gainesville, FL 32653-1603

Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area
2009 NW 67th Place
Gainesville, FL 32653-1603

Florida Department of Transportation, District 2
1109 South Marion Avenue, Mail Station 2000
Lake City, FL 32025-5874

City of Gainesville
P.O. Box 490
Gainesville, FL 32627-0490

Gainesville-Alachua County Regional Airport Authority
3880 NE 39th Avenue, Suite A
Gainesville, FL 32609-5627

A party may unilaterally change its address or addressee by giving notice in writing to the other parties as provided in this Section 6.04. 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 to this Agreement 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. Invalidity of any one (1) 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 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 (1) and the same instrument.

Section 6.08. Effective date. This Agreement shall become effective upon its execution 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 for required.

Section 6.10. Parties not obligated to third parties. No party hereto shall be obligated or 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 Metropolitan Transportation Planning Organization 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 Metropolitan Transportation Planning Organization, 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, Florida Statutes, the parties to this Agreement, excluding the Department, shall provide to each other such data, reports, records, contracts and other documents in its possession relating to the Metropolitan Transportation Planning Organization as is requested. Charges are to be in accordance with Chapter 119, Florida Statutes.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement on behalf of the referenced legal entities on the date as first above written.

Signed, Sealed, and Delivered in the presence of:

ATTEST:

METROPOLITAN TRANSPORTATION PLANNING ORGANIZATION
FOR THE GAINESVILLE URBANIZED AREA

By: _____
Metropolitan Transportation Planning Organization Chair

APPROVED AS TO FORM LEGALITY

Metropolitan Transportation Planning Organization Attorney

ATTEST:

FLORIDA DEPARTMENT OF TRANSPORTATION

By: _____
Florida Department of Transportation District 2 Secretary

APPROVED AS TO FORM LEGALITY

Florida Department of Transportation District 2 Attorney

ATTEST:

NORTH CENTRAL FLORIDA REGIONAL PLANNING COUNCIL

By: _____
Regional Planning Council Chair

APPROVED AS TO FORM LEGALITY

Regional Planning Council Attorney

ATTEST:

GAINESVILLE-ALACHUA COUNTY REGIONAL AIRPORT AUTHORITY

By: _____
Airport Authority Chair

APPROVED AS TO FORM LEGALITY

Airport Authority Attorney

ATTEST:

CITY OF GAINESVILLE, FLORIDA

By: _____
Mayor

APPROVED AS TO FORM LEGALITY

City Attorney

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