

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**INTERLOCAL AGREEMENT FOR CREATION OF THE  
METROPOLITAN PLANNING ORGANIZATION**

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into this \_\_\_\_\_ day of April, 2012, by and between the FLORIDA DEPARTMENT OF TRANSPORTATION; the COUNTY(IES) of Clay, Duval, Nassau and St. Johns; the CITY(IES) of Jacksonville and St. Augustine; Jacksonville Aviation Authority, Jacksonville Port Authority, Jacksonville Transportation Authority, Nassau County Ocean Highway and Port Authority, and St. Augustine—St. Johns County Airport Authority, collectively "the parties."

**RECITALS**

WHEREAS, the federal government, under the authority of 23 United States Code 134 and 49 United States Code 5303, 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 that results in plans and programs consistent with the comprehensively planned development of the metropolitan area, and further requires the State Transportation Agency and the Metropolitan Planning Organization (MPO) to enter into an agreement clearly identifying the responsibilities of each party for cooperatively carrying out such transportation planning;

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, mass transit, rail systems, air transportation and other facilities will be properly located and developed in relation to the overall plan of community development;

WHEREAS, 23 United States Code 134, as amended by the Intermodal Surface Transportation Efficiency Act of 1991, the Transportation Equity Act for the Twenty-first Century (Public Law 105-178, 112 Stat. 107), 49 United States Code 5303-5307, 23 Code of Federal Regulations 450.306, superseded in October 2005 by the adoption of the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) which updated the same sections of the United States Code (USC) and Code of Federal Regulations (CFR), and Section 339.175, Florida Statutes, provide for the creation of Metropolitan Planning Organizations to develop transportation plans and programs for metropolitan areas;

WHEREAS, pursuant to 23 USC 134(b), 49 USC 5303, 23 CFR 450.310(b), and Section 339.175, Florida Statutes, a determination has been made by the Governor and units of general purpose local government representing at least 75% of the affected population (including the largest incorporated city, based on population as named by the Bureau of the Census) in the metropolitan area to designate a Metropolitan Planning Organization;

WHEREAS, since the inception of the state laws calling for creation of Metropolitan Planning Organizations in urbanized areas there has been created a Metropolitan Planning Organization for the Jacksonville Urbanized Area, which boundaries have expanded over time;

WHEREAS, pursuant to this Agreement, the parties wish to collectively participate in the metropolitan planning process as the North Florida Transportation Planning Organization. Further, the parties approved by unanimous vote an apportionment and boundary plan for presentation to the Governor on October 14, 2010;

WHEREAS, pursuant to Section 339.175, Florida Statutes, the Governor, by letter dated September 6, 2011, approved the apportionment and boundary plan submitted by the North Florida Transportation Planning

Organization;

WHEREAS, pursuant to 23 CFR 450.314, and Section 339.175(10), Florida Statutes, an agreement must be entered into by the members of the MPO, Department, governmental entities and public transportation operators;

WHEREAS, this Agreement is intended to reflect the renaming of the First Coast Metropolitan Planning Organization as the North Florida Transportation Planning Organization (NFTPO) and delineate the provisions for operation of the NFTPO;

WHEREAS, the undersigned parties have determined that this Agreement is consistent with Section 339.175(10), Florida Statutes;

WHEREAS, the undersigned parties have determined that this Agreement is consistent with the requirements of Section 163.01, Florida Statutes.

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 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 means and refers to this instrument, as amended from time to time.

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

FHWA means and refers to the Federal Highway Administration.

FTA means and refers to the Federal Transit Administration.

Long-Range Transportation Plan is the 20-year plan which: identifies transportation facilities; identifies 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 enhancement activities; and in ozone/carbon monoxide nonattainment areas, is coordinated with the State Implementation Plan, all as required by 23 USC Section 134(c) and (g), 23 CFR Section 450.322, Section 339.175(7), Florida Statutes.

Metropolitan Area means and refers to the planning area as delineated by the NFTPO for the urbanized area containing at least a population of 50,000 as described in 23 USC 134(b)(1), 49 USC Section 5303(c)(1), and Section 339.175, Florida Statutes, which shall be subject to the NFTPO planning authority.

MPO means and refers to the NFTPO formed pursuant to this Agreement.

Transportation Improvement Program (TIP) is the staged multi-year program of transportation improvement projects developed by the NFTPO consistent with the Long-Range Transportation Plan and developed pursuant to Title 23 USC 134(j), 49 USC 5303, 49 USC 5304, 23 CFR 450.324 and Section 339.175, Florida Statutes.

Unified Planning Work Program (UPWP) is the annual program developed in cooperation with the Department and public transportation providers, that lists all planning tasks to be undertaken during a program year, together with a complete description thereof and an estimated budget, all as required by 23 CFR 450.308 and Section 339.175(9), Florida Statutes.

## ARTICLE 2 PURPOSE

Section 2.01. General Purpose. The purpose of this Agreement is to establish the NFTPO and recognize the boundary expansion and apportionment approved by the Governor. This Agreement shall serve:

(a) To assist in the development of transportation systems embracing various modes of transportation in a manner that will maximize the mobility of people and goods within and through this metropolitan area of this state and minimize, to the maximum extent feasible for transportation-related fuel consumption and air pollution;

(b) To develop transportation plans and programs, in cooperation with the Department, which plans and programs provide for the development of transportation facilities that will function as multi-modal and an intermodal transportation system for the metropolitan area;

(c) To implement and ensure a continuing, cooperative, and comprehensive transportation planning process that results in coordinated plans and programs consistent with the comprehensively planned development of this affected metropolitan area in cooperation with the Department;

(d) To assure eligibility for the receipt of federal capital and operating assistance pursuant to 23 USC 34 and 49 USC 5303 - 5307, 5309, and 5339; and

(e) To carry out the metropolitan transportation planning process, in cooperation with the Department, as required by 23 USC 134 and 49 USC 5301 *et. seq.*; 23 CFR 420 and 450, and 49 CFR Part 613, Subpart A: and consistent with Chapter 339.175, Florida Statutes, and other applicable state and local laws.

Section 2.02. Major MPO Responsibilities. The MPO is intended to be a forum for cooperative decision making by officials of the governmental entities which are party to this Agreement in the development of transportation-related plans and programs, including but not limited to:

(a) The Long-Range Transportation Plan;

(b) The Transportation Improvement Program;

(c) The Unified Planning Work Program;

(d) A congestion management system for the metropolitan area and coordinated development of all other transportation management systems required by state or federal law;

- (e) Assisting the Department in mapping transportation planning boundaries required by state or federal law;
- (f) Assisting the Department in performing its duties relating to access management, functional classification of roads, and data collection; and
- (g) Performing such other tasks required by state or federal law.

Section 2.03. Coordination with the Department and Consistency with Comprehensive Plans. Chapter 334, Florida Statutes, grants the broad authority for the Department's role in transportation. Section 334.044, Florida Statutes, shows the legislative intent that the Department shall be responsible for coordinating the planning of a safe, viable and balanced state transportation system serving all regions of the State. Section 339.155, Florida Statutes, requires the Department to develop a statewide transportation plan, which considers, to the maximum extent feasible, strategic regional policy plans, MPO plans, and approved local government comprehensive plans. Section 339.175, Florida Statutes, specifies the authority and responsibility of the MPO and the Department in the management of a continuing, cooperative, and comprehensive transportation planning process for the metropolitan area.

In fulfillment of this purpose and in the exercise of the various powers granted by Chapters 334 and 339, Florida Statutes, the parties to this Agreement acknowledge that decisions made by the MPO will be coordinated with the Department. All parties to this Agreement acknowledge that the provisions of the Local Government Comprehensive Planning and Land Development Regulation Act, Sections 163.3161-3215, Florida Statutes, are applicable to this Agreement and further acknowledge that their actions taken pursuant to this agreement will be consistent with local government comprehensive plans.

### ARTICLE 3 MPO ORGANIZATION AND CREATION

Section 3.01. Establishment of MPO. The MPO for the metropolitan area as described in the membership apportionment plan approved by the Governor is hereby created and established pursuant to the Agreement to carry out the purposes and functions set forth in Articles 2 and 5. The legal name of this Metropolitan Planning Organization shall be the North Florida Transportation Planning Organization.

Section 3.02. MPO to operate pursuant to law. In the event that any election, referendum, approval, permit, notice, other proceeding or authorization is required under applicable law to undertake any power, duty, or responsibility hereunder, or to observe, assume, or carry out any of the provisions of this Agreement, the MPO will, to the extent of its legal capacity, comply with all applicable laws and requirements.

Section 3.03. Governing board to act as policy-making body of MPO. The governing board established pursuant to Section 4.01 of this Agreement shall act as the policy-making body for the MPO, be responsible for coordinating cooperative decision-making of MPO actions, and take required approval action as the MPO.

Section 3.04. Requests Made Pursuant to Chapter 119, Florida Statutes. Subject to the right to claim an exemption from the Florida Public Records Law, Chapter 119, Florida Statutes, the parties shall submit to each other such data, reports, records, contracts, and other documents relating to its performance as a metropolitan planning organization as is requested. Charges are to be in accordance with Chapter 119, Florida Statutes.

Section 3.05. Rights of review. All parties to this Agreement and the affected federal funding agency (i.e., FHWA, FTA, and FAA) shall have the rights of technical review and comment on MPO projects.

**ARTICLE 4  
 COMPOSITION; MEMBERSHIP; TERMS OF OFFICE**

Section 4.01. Composition and membership of governing board.

(a) The membership of the MPO shall consist of 15 voting representatives and 1 non-voting representative. The names of the member local governmental entities and the voting apportionment of the governing board as approved by the Governor shall be as follows:

**ELECTED OFFICIALS**

| County    | Representation                          | Votes                    |
|-----------|---|--------------------------|
| Clay      | County Commissioners                    | 2                        |
| Duval     | Jacksonville Mayor or his/her designee  | 1 <i>double-weighted</i> |
|           | Jacksonville City Council               | 3 <i>double-weighted</i> |
|           | Beaches Mayor                           | 1                        |
| Nassau    | County Commissioner                     | 1                        |
| St. Johns | St. Augustine Mayor or his/her designee | 1                        |
|           | St. Johns County Commissioner           | 1                        |

**AUTHORITIES**

|  |   |
|--|---|
| Jacksonville Aviation Authority                  | 1 |
| Jacksonville Port Authority                      | 1 |
| Jacksonville Transportation Authority            | 1 |
| Nassau County Ocean Highway and Port Authority   | 1 |
| St. Augustine—St. Johns County Airport Authority | 1 |

**NON-VOTING MEMBERS**

Florida Department of Transportation District 2 Secretary or designee

Section 4.02. Terms. The term of office of members of the MPO shall be four years. The membership of a member who is a public official automatically terminates upon said official leaving the elective or appointive office for any reason, or may be terminated by a majority vote of the total membership of the governmental entity represented by the member. A vacancy shall be filled by the original appointing entity. A member may be appointed for one or more additional four year terms.

**ARTICLE 5  
 AUTHORITIES, POWERS, DUTIES AND RESPONSIBILITIES**

Section 5.01. General authority. The MPO shall have all authorities, powers and duties, enjoy all rights, privileges, and immunities, exercise all responsibilities and perform all obligations necessary or appropriate to managing a continuing, cooperative, and comprehensive transportation planning process as specified in Section 339.175(5) and (6), Florida Statutes.

Section 5.02. Specific authority and powers. The MPO shall have the following powers and authority:

(a) As provided in Section 339.175(6)(g), Florida Statutes, the MPO may employ personnel and/or may enter into contracts with local or state agencies and private planning or engineering firms;

(b) As provided in Section 163.01(14), Florida Statutes, the MPO may enter into contracts for the performance of service functions of public agencies;

(c) As provided in Section 163.01(5)(j), Florida Statutes, the MPO may acquire, own, operate, maintain, sell, or lease real and personal property;

(d) As provided in Section 163.01(5)(m), Florida Statutes, the MPO may accept funds, grants, assistance, gifts or bequests from local, State, and Federal resources;

(e) The MPO shall establish a budget which shall operate on a fiscal year basis consistent with any requirements of the Unified Planning Work Program, the MPO may assess member local governmental entities a fee to provide funds to operate the MPO, and may promulgate rules to govern the assessment and amount of said fees, but in no case may said assessment exceed one dollar (\$1.00) per capita of the population served by any entity;

(f) The MPO may promulgate rules to effectuate its powers, responsibilities, and obligations enumerated herein; provided, that said rules do not supersede or conflict with applicable local and state laws, rules and regulations; and

(g) The MPO shall have such powers and authority as specifically provided in Sections 163.01 and 339.175, Florida Statutes, and as may otherwise be provided by federal or state law.

Section 5.03. Duties and responsibilities. In addition to those duties and responsibilities set forth in Article 2, the MPO shall have the following duties and responsibilities:

(a) As provided in Section 339.175(6)(d), Florida Statutes, the MPO shall create and appoint a technical advisory committee;

(b) As provided in Section 339.175(6)(e), Florida Statutes, the MPO shall create and appoint a citizens' advisory committee;

(c) As provided in Section 163.01(5)(o), Florida Statutes, the MPO membership shall be jointly and severally liable for liabilities, and the MPO may respond to such liabilities through the purchase of insurance or bonds, the retention of legal counsel, and, as appropriate, the approval of settlements of claims by its governing board. The indemnification provided herein shall be subject to and within the limitations set forth in Section 768.28, Florida Statutes, and to any other limitations, restrictions and prohibitions that may be provided by law, and shall not be deemed to operate as a waiver of the indemnifying party's sovereign immunity;

(d) As provided in Section 339.175(9), Florida Statutes, the MPO shall establish an estimated budget which shall operate on a fiscal year basis consistent with any requirements of the UPWP;

(e) The MPO, in cooperation with the Department, shall carry out the metropolitan transportation planning

process as required by 23 CFR Parts 420 and 450, and 49 CFR Part 613, Subpart A, and consistent with Chapter 339, Florida Statutes, and other applicable state and local laws;

(f) As provided in Section 339.175(10), Florida Statutes, the MPO shall enter into agreements with the Department, operators of public transportation systems and the metropolitan and regional intergovernmental coordination and review agencies serving the metropolitan area. These agreements will prescribe the cooperative manner in which the transportation planning process will be coordinated and included in the comprehensively planned development of the area;

(g) Perform such other tasks presently or hereafter required by state or federal law;

(h) Execute certifications and agreements necessary to comply with state or federal law; and

(i) Adopt operating rules and procedures.

#### **ARTICLE 6 FUNDING; INVENTORY REPORT; RECORD-KEEPING**

Section 6.01. Funding. The Department shall allocate to the MPO for its performance of its transportation planning and programming duties, an appropriate amount of federal transportation planning funds.

Section 6.02. Inventory report. The MPO agrees to inventory, to maintain records of and to insure proper use, control, and disposal of all nonexpendable tangible property acquired pursuant to funding under this Agreement. This shall be done in accordance with the requirements of 23 CFR Part 420, Subpart A, 49 CFR Part 18, Subpart C, and all other applicable federal regulations.

Section 6.03. Record-keeping and document retention. The Department and the MPO shall prepare and retain all records in accordance with the federal and state requirements, including but not limited to 23 CFR Part 420, Subpart A, 49 CFR Part 18, Subpart C, 49 CFR 18.42, and Chapter 119, Florida Statutes.

#### **ARTICLE 7 MISCELLANEOUS PROVISIONS**

Section 7.01. 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 7.02. 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. No amendment may alter the apportionment or jurisdictional boundaries of the MPO without approval by the Governor.

Section 7.03. Duration; withdrawal procedure.

(a) Duration. This Agreement shall remain in effect until terminated by the parties to this Agreement, but shall be reviewed by the parties every five years and updated as necessary.

(b) Withdrawal procedure. Any party, except the Florida Department of Transportation, Jacksonville Transportation Authority, St. Johns County Commission (as the Transit Agency for the St. Augustine UA), Jacksonville Aviation Authority, St. Augustine-St. Johns County Airport Authority and the United States Bureau of the Census designated center cities (Jacksonville and St. Augustine), 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. Upon receipt of the intended notice of withdrawal:

(1) The withdrawing member and the MPO shall execute a memorandum reflecting the withdrawal of the member and alteration of the list of member governments that are signatories to this Agreement. The memorandum shall be filed in the Office of the Clerk of the Circuit Court of each county in which a party hereto is located; and

(2) The Office of the Governor shall be contacted, and the Governor, with the agreement of the remaining members of the MPO, shall determine whether any reapportionment of the membership is appropriate. The Governor and the MPO shall review the previous MPO designation, applicable Florida and local law, and MPO rules for appropriate revision. In the event that another entity is to be afforded membership in the place of the member withdrawing from the MPO, the parties acknowledge that pursuant to 23 CFR 450.310, adding membership to the MPO does not automatically require redesignation of the MPO. In the event that a party who is not a signatory to this Agreement is afforded membership in the MPO, membership shall not become effective until this Agreement is amended to reflect that the new member has joined the MPO.

Section 7.04. 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 required to be given shall be addressed as follows:

#### ADDRESS OF RECORD

Clay County Commission  
477 Houston Street  
Green Cove Springs, Florida 32047

Jacksonville Aviation Authority  
13365 Aeronautical Circle  
Jacksonville, Florida 32221-8105

City of Jacksonville  
Office of the Mayor/City Council  
417 West Duval Street  
Jacksonville, 32202

Jacksonville Port Authority  
2831 Talleyrand Avenue  
Jacksonville, Florida 32206-0005

City of St. Augustine  
75 King Street  
St. Augustine, Florida 32084

Jacksonville Transportation Authority  
100 North Myrtle Avenue  
Jacksonville, Florida 32204

Nassau County Commission  
96135 Nassau Place, Suite 1  
Yulee, Florida 32097

Nassau County Ocean Highway and Port Authority  
86130 License Road, Suite 9  
Fernandina Beach, Florida 32034

St. Johns County Board of County Commissioners  
500 San Sebastian View  
St. Augustine, Florida 32084

St. Augustine—St. Johns Airport Authority  
4730 Casa Cola Way  
St. Augustine, Florida 32095

Florida Department of Transportation  
District 2, Jacksonville, Urban Office

Florida Department of Transportation  
District 2 Office

21968 Edison Avenue  
Jacksonville, Florida 32204

1109 South Marion Avenue  
Lake City, Florida 32025-5874

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 7.05. Interpretation.

(a) Drafters of Agreement. The Department and the members of the MPO 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 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, 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 7.06. 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 7.07. 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 7.08. Effective date; Cost of recordation.

(a) Effective date. This Agreement shall become effective upon its filing in the Office of the Clerk of the Circuit Court of each county in which a party hereto is located. Any amendment hereto shall become effective only upon its filing in the Office of the Clerk of the Circuit Court for each county in which a party hereto is located.

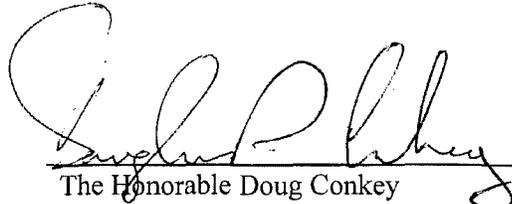
(b) Recordation. The North Florida Transportation Planning Organization hereby agrees to pay for any costs of recordation or filing of this Agreement in the Office of the Circuit Court for each county in which a party is hereto located. The recorded or filed original hereof, or any amendment, shall be returned to the MPO for filing in its records.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement on behalf of the referenced legal entities and hereby establish the above designated MPO.

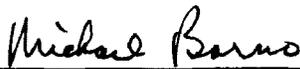
Signed, Sealed and Delivered in the presence of:



The Honorable William Bishop  
Jacksonville City Council



The Honorable Doug Conkey  
Clay County Commission



The Honorable Michael Borno  
Atlantic Beach Mayor



The Honorable Daniel Leeper  
Nassau County Commission



The Honorable Alvin Brown  
Jacksonville Mayor



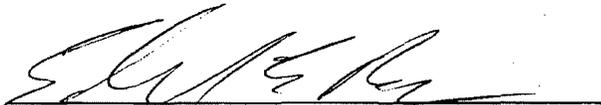
The Honorable Nancy Sikes-Kline  
St. Augustine City Commission



John Falconetti  
Jacksonville Port Authority



The Honorable Mark P. Miner  
St. Johns County Board of County Commissioners



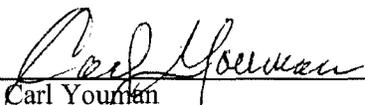
Edward E. Burr  
Jacksonville Transportation Authority



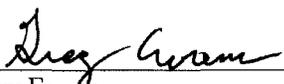
The Honorable Melvin Usery  
Nassau County Ocean Highway and Port Authority



Teresa H. Davlantes  
Jacksonville Aviation Authority



Carl Younfan  
St. Augustine-St. Johns County Airport Authority



Gregory Evans  
Florida Department of Transportation, District 2  
Secretary

Melissa A. Blackwell 10.16.12