

From: [Eddie Esch](#)
To: [Dawn Bowne](#); [Loretta Barton](#)
Subject: Fwd: [POSSIBLE SPAM] FW: Update to the TPO's Interlocal Agreement
Date: Wednesday, May 11, 2016 9:30:25 AM
Attachments: [2004 ILA-TPO Creation.pdf](#)
[2016 TPO Creation Interlocal Agreement.doc](#)
Importance: Low

Please put this on next regular cc workshop agenda.

Sent from my Verizon Wireless 4G LTE smartphone

----- Original message -----

From: Greg Slay <GSlay@ocalafl.org>
Date: 05/11/2016 9:20 AM (GMT-05:00)
To: ahand@shepardfirm.com
Cc: Eddie Esch <EEsch@dunnellon.org>
Subject: [POSSIBLE SPAM] FW: Update to the TPO's Interlocal Agreement

Greg Slay, AICP
Director
office - (352)629-8297
cell - (352)266-7394



From: Greg Slay

Sent: Friday, April 01, 2016 3:34 PM

To: 'Patrick Gilligan' <PGilligan@ocalalaw.com>; Minter, Matthew <Matthew.Minter@marioncountyfl.org>; 'Sandi McKamey' <smckamey@bellevuefl.org>; 'ahand@shepardfirm.com' <ahand@shepardfirm.com>

Cc: John Zobler <jzobler@Ocalafl.org>; 'Bouyounes, Mounir'

<Mounir.Bouyounes@marioncountyfl.org>; Esch, Eddie <eesch@dunnellon.org>

Subject: Update to the TPO's Interlocal Agreement

All,

FDOT has requested we update our TPO Interlocal Agreement. The current agreement was adopted in 2004. The new agreement does not make any significant changes, primarily updates various citations of federal and state law and/or code. I've attached the 2004 agreement for reference as well.

Please review and let me know of if you have any questions or concerns. Once everyone is good with the agreement, I will schedule time on each respective jurisdiction's agenda for approval.

I appreciate your time and attention to this matter.

Greg

Greg Slay, AICP

Director

office - (352)629-8297

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**INTERLOCAL AGREEMENT FOR CREATION OF THE
OCALA/MARION COUNTY
TRANSPORTATION PLANNING ORGANIZATION**

THIS INTERLOCAL AGREEMENT is made and entered into this May 18, 2004, by and between MARION COUNTY and the CITIES OF BELLEVIEW, DUNNELLON AND OCALA and the FLORIDA DEPARTMENT OF TRANSPORTATION to create and establish the OCALA/MARION COUNTY TRANSPORTATION PLANNING ORGANIZATION for the OCALA URBANIZED AREA and the portion of the LADY LAKE URBANIZED AREA lying within Marion County.

RECITALS

WHEREAS, the Federal Government, under the authority of 23 United States Code 134 and 49 United States Code 5303, requires each urbanized area as designated by the U.S. Census Bureau, 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 to enter into an Agreement clearly identifying the responsibilities of each party for cooperatively carrying out such transportation planning;

WHEREAS, the parties to this Interlocal Agreement desire to participate cooperatively in the performance, on a continuing basis, of a coordinated and 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 and 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, 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 United States Code 134(b), 49 United States Code 5303, 23 Code of Federal Regulations 450.306(a), 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 central city) in the urbanized area to designate a metropolitan planning organization;

WHEREAS, pursuant to Section 339.175(3), Florida Statutes, by letter to Kyle Kay, Chairman, Ocala/Marion County MPO, dated March 19, 2004, the Governor has agreed to the apportionment plan of the members of the proposed OCALA/MARION COUNTY TRANSPORTATION PLANNING ORGANIZATION (TPO) as set forth in this Agreement;

WHEREAS, pursuant to 23 Code of Federal Regulations 450.306(c), and Section 339.175(1)(b), Florida Statutes, an interlocal agreement must be entered into by the Department and the governmental entities designated by the Governor for membership on the TPO;

WHEREAS, the interlocal agreement is required to create the Ocala/Marion County Transportation Planning Organization and delineate the provisions for operation of the TPO;

WHEREAS, the undersigned parties have determined that this Interlocal Agreement satisfies the requirements of and is consistent with Section 339.175(1)(b), Florida Statutes;

WHEREAS, pursuant to Section 339.175(1)(b), Florida Statutes, the interlocal agreement must be consistent

with statutory requirements set forth in Section 163.01, Florida Statutes, relating to interlocal agreements; and

WHEREAS, the undersigned parties have determined that this Interlocal 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 I RECITALS and 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 work 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; 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 enhancement activities; and in ozone/carbon monoxide non-attainment areas is coordinated with the State Implementation Plan, all as required by 23 USC Section 134(g), 23 CFR Section 450.322, Section 339.175(6), Florida Statutes.

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

MPO means and refers to a Metropolitan Planning Organization.

TPO means and refers to the Transportation Planning Organization formed pursuant to this Agreement.

Transportation Improvement Program (TIP) is the staged multi-year program of transportation improvement projects developed by a Transportation Planning Organization consistent with the Long Range Transportation Plan and developed pursuant to title 23 United States Code 134(h), 49 United States Code 5304, 23 Code of Federal Regulations 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 450.314, and Section 339.175(8), Florida Statutes.

ARTICLE II PURPOSE

Section 2.01. General Purpose. The purpose of this Agreement is to establish Ocala/Marion County Transportation Planning Organization:

- (a) To assist in the development of transportation systems encompassing 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 U.S.C. 34 and 49 U.S.C. 5303, 5304, 5305 and 5306; and
- (e) To carry out the metropolitan transportation planning process, in cooperation with the Department, as required by 23 U.S.C. 134 and 49 U.S.C. 5303, 5304, 5305 and 5306; 23 CFR 420 and 450, and 49 CFR Part 613, Subpart A: and consistent with Chapter 339, Florida Statutes, and other applicable state and local laws.

Section 2.02. Major TPO Responsibilities. The TPO 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 for all transportation facilities within the planning area, 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 as 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 presently or hereafter required by state or federal law.

Section 2.03. TPO decisions coordinated with FDOT and consistent with local 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, TPO plans, and approved local government comprehensive plans. Section 339.175, Florida Statutes, specifies the authority and responsibility of the TPO 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 Department and 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. The parties to this Agreement shall take particular care that the planning processes and planning integrity of local governments as set forth in aforementioned law shall not be infringed upon.

ARTICLE III TPO ORGANIZATION AND CREATION

Section 3.01. Establishment of TPO. The planning organization 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 OCALA/MARION COUNTY TRANSPORTATION PLANNING ORGANIZATION.

Section 3.02. TPO 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 TPO 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 TPO. The governing board established pursuant to Section 4.01 of this Agreement shall be the policy-making body responsible for determining actions taken by the TPO.

Section 3.04. Submission of proceedings; Contracts and other documents. 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 TPO projects.

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

Section 4.01. Composition and membership of governing board.

- (a) The membership of the TPO shall consist of TWELVE (12) voting representatives and ONE (1) non-voting representatives. The names of the member local governmental entities and the voting apportionment of the governing board as approved by the Governor are as follows:

Voting Representation

Marion County	5 seats
City of Ocala	5 seats
City of Belleview	1 seat
City of Dunnellon	1 seat
<hr/>	
Total	12 seats

Non-Voting Representation

FDOT District V Secretary

- (b) All voting representatives shall be elected officials of general purpose local governments, except to the extent that the TPO includes, as part of its apportioned voting membership, a member of a statutorily authorized planning board or an official of an agency that operates or administers a major mode of transportation. All individuals acting as a representative of the governing board of the county, the city, or authority shall first be selected by said governing board.
- (c) In no event shall the vote of the county commission representatives constitute less than one-third of the total vote of the full TPO Board.
- (d) In the event that a governmental entity that is a member of the TPO fails to fill an assigned appointment to the TPO within sixty days after notification by the Governor of its duty to appoint a representative, that appointment shall be made by the Governor from the eligible individuals of that governmental entity.

Section 4.02. Terms. The term of office of members of the TPO 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 V
AUTHORITIES, POWERS, DUTIES AND RESPONSIBILITIES**

Section 5.01. General authority. The TPO 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(4) and (5), Florida Statutes.

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

- (a) As provided in Section 339.175(5)(g), Florida Statutes, the TPO may employ personnel and/or may enter into contracts with local or state agencies and private planning or engineering firms to provide staff resources;
- (b) As provided in Section 163.01(14), Florida Statutes, the TPO 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 TPO may acquire, own, operate, maintain, sell, or lease real and personal property;
- (d) As provided in Section 163.01(5)(m), Florida Statutes, the TPO may accept funds, grants, assistance, gifts or bequests from local, State, and Federal resources;
- (e) The TPO 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
- (f) The TPO 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. The TPO shall have the following duties and responsibilities:

- (a) As provided in Section 339.175(5)(d), Florida Statutes, the TPO shall create and appoint a technical advisory committee;
- (b) As provided in Section 339.175(5)(e), Florida Statutes, the TPO shall create and appoint a citizens' advisory committee;
- (c) As provided in Section 339.175(8), Florida Statutes, the TPO shall establish a budget which shall operate on a fiscal year basis consistent with the requirements of the Unified Planning Work Program;
- (d) The TPO, 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;
- (e) As provided in Section 339.175(9)(a), Florida Statutes, the TPO 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;
- (f) Prepare and maintain the Long Range Transportation Plan;

- (g) In cooperation with the Department, prepare the Transportation Improvement Program;
- (h) In cooperation with the Department, prepare and annually update the Unified Planning Work Program;
- (i) Prepare and maintain a congestion management system for the metropolitan area;
- (j) Assist the Department in mapping transportation planning boundaries required by state or federal law;
- (k) Assist the Department in performing its duties relating to access management, functional classification of roads, and data collection;
- (l) Perform such other tasks presently or hereafter required by state or federal law;
- (m) Execute certifications and agreements necessary to comply with state or federal law;
- (n) Establish formal coordinated planning agreements with adjacent MPOs where appropriate; and
- (o) Adopt operating rules and procedures.

ARTICLE VI FUNDING; INVENTORY REPORT; RECORD-KEEPING

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

Section 6.02. Inventory report. The TPO agrees to inventory, to maintain records of and to insure proper use, control, and disposal of all non-expendable 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 TPO 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 VII 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 here to with the same formalities as the original Agreement. No amendment may alter the apportionment or jurisdictional boundaries of the TPO 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; provided, however, that at least every five years thereafter, the Governor shall examine the composition of the TPO membership and reapportion it as necessary to comply with Section 339.175, Florida Statutes, as appropriate. During examination of the TPO apportionment every five years by the Governor, this Agreement shall be reviewed by the TPO and the Department to confirm the validity of the contents and to recommend amendments, if any, that are required.
- (b) Withdrawal procedure. Any party, except MARION COUNTY and the United States Bureau of the Census designated central city, OCALA, 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 TPO, 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 TPO 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 Marion County; and
 - (2) The Office of the Governor shall be contacted, and the Governor, with the agreement of the remaining members of the TPO, shall determine whether any reapportionment of the membership shall be appropriate. The Governor and the TPO shall review the previous TPO designation, applicable Florida and local law, and TPO rules for appropriate revision. In the event that another entity is to accorded membership in the place of the member withdrawing from the TPO, the parties acknowledge that pursuant to 23 CFR 450.306(k), adding membership to the TPO does not automatically require redesignation of the TPO. In the event that a party who is not a signatory to this Agreement is accorded membership on the TPO, membership shall not become effective until this Agreement is amended to reflect that the new member has joined the TPO.

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 to the senior management of the represented jurisdictions.

Section 7.05. Interpretation.

(a) Drafters of Agreement. The Department and the members of the TPO 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 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.

(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; and
- (2) 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.

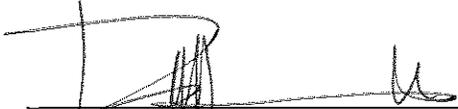
Section 7.07. Agreement execution; Use of counterpart signature pages. This Agreement, and any amendments hereto, may be simultaneously executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument.

Section 7.08. Effective date; Cost of recordation.

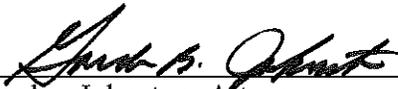
(a) Effective date. This Agreement shall become effective upon its filing in the Office of the Clerk of the Circuit Court. Any amendment hereto shall become effective only upon its filing in the Office of the Clerk of the Circuit Court.

(b) Recordation. The OCALA/MARION COUNTY TRANSPORTATION PLANNING ORGANIZATION hereby agrees to pay for any costs of recordation or filing of this Agreement in the Office of the Circuit Court. The recorded or filed original hereof, or any amendment, shall be returned to the TPO for filing in its records.

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



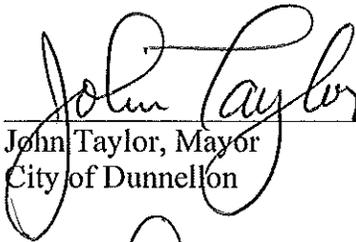
Andy Kesselring, Chairman
Marion County Commission



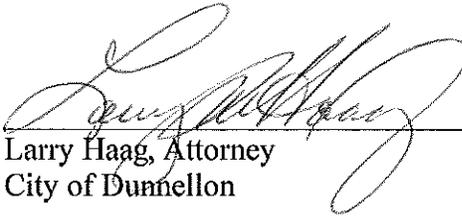
Gordon Johnston, Attorney
Marion County



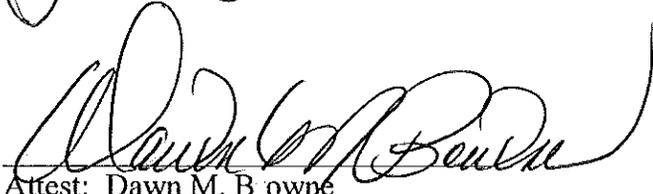
Attest: David R. Ellspermann
Marion County Clerk of the Circuit Court



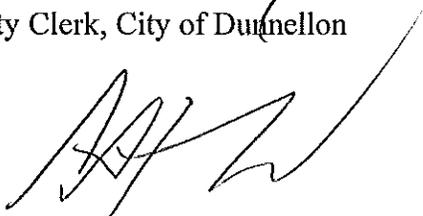
John Taylor, Mayor
City of Dunnellon



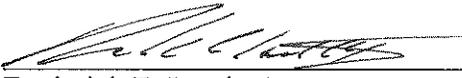
Larry Haag, Attorney
City of Dunnellon



Attest: Dawn M. Bowne
City Clerk, City of Dunnellon



Steve Bairstow, Mayor
City of Belleview

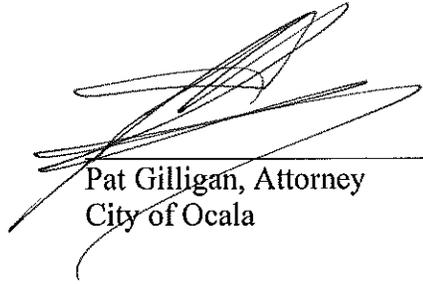


Frederick E. Landt, Attorney
City of Belleview

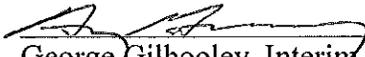


Attest: Sandi McKamey
City Clerk, City of Belleview


Mary S. Rich, President
Ocala City Council


Pat Gilligan, Attorney
City of Ocala


Attest: Valerie J. Forster
City Clerk, City of Ocala


George Gilhooley, Interim Secretary
Florida Department of Transportation
District V


Attorney
Florida Department of Transportation
District V

ACCEPTED BY CITY COUNCIL
June 8, 2004
DATE
OFFICE OF THE CITY CLERK