

**INTERLOCAL AGREEMENT FOR JOINT REGIONAL TRANSPORTATION PLANNING  
AND COORDINATION BETWEEN THE CHARLOTTE COUNTY-PUNTA GORDA AND LEE  
COUNTY MPOS**

This INTERLOCAL AGREEMENT (Agreement) is made and entered into by and between the Charlotte County–Punta Gorda Metropolitan Planning Organization (hereinafter the Charlotte County–Punta Gorda MPO) and the Lee County Metropolitan Planning Organization (hereinafter the Lee County MPO).

**Whereas**, the Charlotte County-Punta Gorda and the Lee County Metropolitan Planning Organizations (MPOs) are the duly designated and constituted agencies responsible for carrying out the metropolitan transportation planning and programming processes for the Cape Coral-Fort Myers and North Port - Punta Gorda Urbanized Areas; and

**Whereas**, the elected and appointed officials comprising the policy boards of the Charlotte County - Punta Gorda and the Lee County MPOs recognize the benefits of regional cooperation; and

**Whereas**, it is to the best interest of Charlotte County - Punta Gorda MPO and the Lee County MPO to coordinate transportation planning and policy activities in this bi-county region to promote regional transportation solutions and enhance overall regional transportation system efficiency using a straightforward, resourceful method; and

**Whereas**, staff and policy board members from both the Charlotte County-Punta Gorda MPO and the Lee County MPO already coordinate regional transportation issues through their joint participation in the Metropolitan Planning Organization Advisory Council (MPOAC), the District One Coordinated Urban Transportation Studies (CUTS) Committee, Southwest Florida Region Continuing Florida Aviation System Planning Process (CFASPP) Steering Committee and coordination with the Southwest Florida Regional Planning Council (SWFRPC); and

**Whereas**, the Charlotte County-Punta Gorda and Lee County MPO's staff have always coordinated with each other on projects of mutual interest such as the Burnt Store Road Corridor Study.

**NOW, THEREFORE**, in consideration of the covenants made by each party to the other and of the mutual benefits to be realized by the parties hereto, the Charlotte County-Punta Gorda and the Lee County MPOs hereby agree as follows:

**Section 1. Authority.** This Interlocal Agreement is entered into pursuant to the general authority of Sections 339.175, Florida Statutes, relating to metropolitan planning organization, and 163.01, Florida Statutes, relating to interlocal agreements.

**Section 2. Purpose.** The purpose of this Agreement is to promote and establish a forum for communication and coordination between the Charlotte County–Punta Gorda and Lee County MPOs and to foster joint regional cooperation and conduct regarding transportation planning in accordance with Section 339.175, Florida Statutes, 23 C.F.R. Part 450, Subpart C, and the requirements of related federal legislation. More specifically, this Agreement establishes the commitment by the parties to coordinate and collaborate in good faith and due diligence toward the development of joint regional transportation planning products and processes for the bi-county region of Charlotte and Lee Counties.

**Section 3. Joint Meetings.** Joint meetings of the governing boards of the Charlotte County-Punta Gorda and Lee County MPOs will be held at least once annually. Representatives from the Citizens' advisory committees of each MPO, will attend their counterparts meetings when common regional issues are to be discussed. The MPO Staff Directors or their alternates will be added as a voting member to the Technical Advisory Committees of the respective opposite MPOs. Quorum requirements for the individual boards of each MPO will determine the quorum requirements at the joint meetings. No action will be taken except upon a majority vote of and among the members of the respective board members present. The Robert Rules of Order will be used as the official rules of procedure while conducting the joint meetings.

**Section 4. Planning Functions.** The MPOs hereby agree to coordinate and collaborate in good faith and with due diligence to work on the following issues:

1. The planning and project development of roadway and Intelligent Transportation System (ITS) projects that are of common interest to both counties. These projects may include new roadways or improvements on roadways that directly connect both counties, including Interstate 75, US 41, SR 31, and Burnt Store Road.
2. The planning and project development of regional bikeway and/or greenway projects, identified in the Lee County Greenway Plan, the future Charlotte County Bike/Pedestrian Master Plan and either MPO's Long Range Transportation Plan (LRTP), that connect both counties and proposed to be funded with regional enhancement and other federal, state, or public-private funds.
3. The planning and project development of urban transit connections between Lee and Charlotte County as identified in each MPO's LRTPs, including all connections between Lee and Charlotte County that may be included in the updates of each MPO's LRTP.
4. The location, planning and project development of future park and ride facilities along the routes of urban transit connections identified in each MPO's LRTPs and all such facilities that may be included in the updates of each MPO's LRTP.
5. The planning and project development of any future transit services connecting new communities arising out of residential Developments of Regional Impacts in either county to employment generators in the other county.
6. The planning and project development of future intercity passenger rail and freight services connecting the Tampa area to South Florida through Southwest Florida.
7. The planning and project development of a future commuter and freight rail system to assist in alleviating transportation congestion in the Southwest Florida Counties of Desoto, Charlotte, and Lee.
8. The adoption of joint priorities for funding unprogrammed improvements on the identified Regional Multi-Modal Transportation Systems of both MPOs that will be competing for discretionary funding at the state level such as Strategic Intermodal (SIS), Transportation Regional Incentive Program (TRIP) projects and Regional Transportation System Enhancement projects. This provision would also apply to any other future discretionary funding programs that may be established through either state or federal legislation.

**Section 5. Planning Products.** The parties hereby agree to coordinate and collaborate in good faith and with due diligence to develop the following joint regional planning product described below:

**A. Joint Regional Long Range Transportation Plan (LRTP) Component**

The parties will consider the identification and designation of a Joint Regional Multi-Modal Transportation System as a component of each MPO's LRTP. Specifically, this action will identify regionally significant corridors and facilities. If established, this identified System will be studied and refined, as necessary, and considered throughout the LRTP process. Each MPO's LRTP will be consistent with this system, if developed.

**B. Joint Regional Priorities**

The MPOs will annually consider identifying regional priorities on the MPOs' Regional Multi-Modal Transportation Systems or on the Joint Regional Multi-Modal Transportation System, if established, and include said priorities in the respective MPO's Transportation Improvement Program (TIP). In addition, the MPOs will consider collaborating and prioritizing such project priorities in a joint regional priority list. The joint project priority list will be included in the adopted project priorities of each MPO's TIP and project priorities will be consistent with the jointly identified regional project priorities. Following the submittal of a joint regional priority list to FDOT for TRIP funding consideration, if said projects are not funded, the same list will be resubmitted the following year.

**C. Joint Regional Public Involvement Process Component**

The MPOs may collaborate to develop and adopt a Joint Regional Public Involvement Component for inclusion into each MPO's existing Public Participation Plan. This Joint Regional Component will prescribe public notice and outreach actions and measures to assure public access and involvement for all joint regional activities.

**D. Conflict Resolution**

The MPOs will mutually consider developing and adopting a Conflict Resolution Process to resolve any conflicts that may arise related to issues covered in this Agreement. Notwithstanding any such resolution process, the parties to this agreement do not waive their respective rights to seek redress in a court of competent jurisdictions.

**Section 6. Staff Services and Costs.** The Directors and staffs of each MPO will be responsible for development of the joint regional products identified in this Agreement, with review and final approval by each MPO Board. In this regard, each MPO will cooperate to equitably assign and share in the needed staff resources to accomplish these regional efforts, consistent with their respective Unified Planning Work Program (UPWP). Similarly, non-MPO staff services and costs for the joint regional efforts and products identified in this Agreement will be borne by each individual MPO, as described in its UPWP with deference to the size and budgets of the respective MPOs. The parties agree, as may be necessary in order to carry out the terms and commitments of this Agreement, to cooperate in seeking Federal, State, and local funding for the joint regional products to be developed.

**Section 7. Duration of Agreement.** This Agreement shall have an initial term of five (5) years, and shall automatically renew at the end of five (5) years for an additional five (5)-year term and every five years thereafter unless terminated or rescinded as set out in Section 9, herein. Prior to the end of each five (5)-year term, the parties shall reexamine the terms hereof to affirm or for possible amendment. However, the failure to amend or reaffirm the terms of this Agreement shall not invalidate or otherwise terminate this Agreement. As a condition subsequent to the approval of his Agreement, this Agreement shall be null

and void and of no effect should the Governor not issue a letter designating the Charlotte County-Punta Gorda and Lee County MPOs as individual MPOs.

**Section 8. Modification.** This Agreement may be modified at any time, with the approval of both parties, by adopting a new or interlocal agreement addendum, in the same form and manner as this Agreement.

**Section 9. Termination-Rescission.** This Agreement shall continue in force unless terminated with or without cause by either party by providing thirty (30) days written notice to the other party.

**Section 10. Liability.** The parties agree that nothing created or contained in this Agreement shall be construed, interpreted or inferred to establish any joint liability amongst or between the parties by the actions or omissions of its individual employees or agents acting pursuant to the terms of this Agreement. In this regard, each party agrees that it shall be solely responsible and bear its own cost of defending any claim or litigation arising out of the acts or omissions of its employees or agents for actions or omissions in carrying out the terms and provisions of this Agreement. Finally, pursuant to Section 768.28, Florida Statutes, neither party shall indemnify the other and nothing contained herein shall be construed or is intended to waive the protections, to either party, of sovereign immunity.

**Section 11. Notice.** Any notice provided for herein, including the written notice referenced in Section 9 above, shall be provided by Certified Mail, Return Receipt Requested, to the other party's representatives listed below at the following addresses:

Director,  
Charlotte County - Punta Gorda MPO  
25550 Harbor View, Suite 4  
Port Charlotte, Florida 33980

Director,  
Lee County MPO  
P.O. Box 150045  
Cape Coral, Florida 33915-0045

Notice shall be deemed received on the first business day following actual receipt of the notice. The parties will promptly notify the other in writing of any change to their respective addresses.


**Section 12. Effective Date.** This agreement shall become effective upon its approval by both the Charlotte County-Punta Gorda MPO and the Lee County MPO. As required by Section 163.01(11), Florida Statutes, this Interlocal Agreement and all future amendments hereto shall be filed with the Clerks of the Circuit Courts of Charlotte and Lee Counties, Florida.

IN WITNESS WHEREOF, the parties herein have executed this Agreement by their duly authorized written below, and shall become effective on the 13th day of December, 2013, as per section 12 of this Agreement.

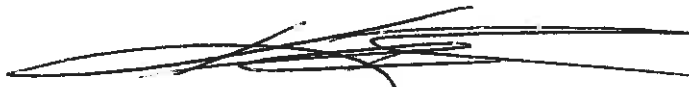
LEE COUNTY METROPOLITAN PLANNING ORGANIZATION

ATTEST:

BY:



Donald Scott  
MPO Director



Mayor Kevin Ruane  
MPO Chairman

Approved as to form and legal  
sufficiency.

\_\_\_\_\_  
MPO Attorney

CHARLOTTE COUNTY – PUNTA GORDA METROPOLITAN PLANNING ORGANIZATION

ATTEST:

BY:



Robert M. Herrington  
MPO Director



Commissioner Christopher G. Constance,  
MPO Chairman

Approved as to form and legal  
sufficiency.



Janette S. Knowlton, County Attorney

*J.D. 13-2655*