

**INTERLOCAL AGREEMENT FOR JOINT REGIONAL
TRANSPORTATION PLANNING AND COORDINATION BETWEEN
THE COLLIER AND LEE COUNTY MPOS**

AMENDED March 20, 2009

This INTERLOCAL AGREEMENT (hereinafter the Agreement) is made and entered into as of March 20, 2009 by and between the Collier Metropolitan Planning Organization (hereinafter the Collier MPO) and the Lee County Metropolitan Planning Organization (hereinafter the Lee County MPO).

Whereas, the Lee County and Collier 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 and Bonita Springs-Naples Urbanized Areas; and

Whereas, the 2000 Census, while identifying distinct and separate Bonita Springs-Naples and Cape Coral Urbanized Areas, also determined that the Naples Urbanized Area had expanded into the metropolitan planning area of the Lee County MPO to become the Bonita Springs-Naples Urbanized Area; and

Whereas, the elected and appointed officials comprising the policy boards of the Collier MPO and the Lee County MPO recognize the benefits of regional cooperation; and

Whereas, on October 17, 2002, at a joint meeting, the members of the Collier MPO and Lee County MPO voted unanimously for staff not to pursue consolidation of the MPOs or alter their common metropolitan planning area boundary; and

Whereas, on October 17, 2002, at a joint meeting, the members of the Collier MPO and Lee County MPO voted unanimously for staff 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, by Joint Resolution 2003-1 adopted on February 14, 2003 by the Collier MPO and on March 21, 2003 by the Lee County MPO the parties agreed that the MPOs would continue coordination efforts by having a member of each MPO's staff serve as a voting member of the other's technical advisory committee and by holding joint MPO policy board meetings at least annually, and when necessary to resolve otherwise irresolvable differences; and

Whereas, staff and policy board members from both the Collier and Lee County MPOs also already coordinate regional transportation issues through participation in the Metropolitan Planning Organization Advisory Council (MPOAC), the District One Coordinated Urban Transportation Studies (CUTS) Committee, and the Southwest Florida Regional Planning Council (SWFRPC); and

Whereas, the Collier and Lee County MPOs are currently cooperating with each other in the development of a single bi-county travel demand model for use in the 2035 updates of both their long range transportation plans; and

Whereas, the Collier MPO and Lee County MPO both received letters from the District One Secretary in October 2003 asking them to enter into a more formal interlocal agreement to develop a joint long range transportation plan, joint regional priorities, a joint regional public involvement process, and a joint regional model, and specifying time frames for their completion; and

Whereas, at their October 17, 2003 joint meeting, the Collier and Lee County MPOs directed their staffs to develop such an agreement; and

Whereas, the Collier and Lee County MPOs executed such an agreement on January 27, 2004 and amended it in January 2006; and

Whereas, certain provisions of the amended agreement now need updating;

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 Collier MPO and Lee County MPO 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 Collier 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. 450.312, and the goals and requirements of the Transportation Equity Act for the 21st Century and its successor legislation. More specifically, this Agreement establishes the commitment by the parties to develop joint regional transportation planning products and processes for the bi-county region of Collier and Lee Counties and provides targeted timeframes for the accomplishment of these products and processes. This Agreement incorporates the provisions of and supersedes Joint Resolution 2003-1 of the Collier and Lee County MPOs.

Section 3. Staff-level Coordination. Each party will continue to maintain a representative of the other party's staff agency as a voting member of its Technical Advisory Committee.

Section 4. Joint Meetings and Quorum Requirements. Joint meetings of the governing boards, and advisory committees of the Collier and Lee County MPOs will be held at least annually. Quorum requirements for each MPO's Technical Advisory Committee at the joint

meetings will be ½ its membership after leaving out the FDOT, SWFRPC and MPO staff representatives from the quorum calculations. However, during voting on any items, while the FDOT and SWFRPC representatives will each have a single vote, MPO representatives will abstain from voting as they provide the administrative support at these meetings. Quorum requirements for each MPO's Citizens Advisory Committee at the joint meetings will be seven (7) for the Lee CAC and four (4) for the Collier CAC.

Section 5. Planning Products and Timeframes. The parties hereby agree to coordinate and collaborate in good faith and with due diligence to develop the following joint regional planning products by the target dates set out by each product described below:

(a) Joint Regional Transportation Model

The parties are working together to develop a coordinated update to the bi-county model to 2035 using the same consultant. The 2035 Long Range Transportation Plans are targeted to be completed by December 2010.. The standing joint Model Coordination Committee, comprising representatives of the Collier MPO, Lee County MPO, Collier County Department of Transportation, Lee County Department of Transportation, a City representative from each MPO, Southwest Florida Regional Planning Council, and FDOT, will oversee and coordinate the development, validation, use, maintenance, and future improvement of this model. The parties agree to continue to support and coordinate all travel demand modeling activities through this committee, which will continue to meet at least twice a year to maintain and update the joint model.

(b) Joint Regional Long Range Transportation Plan (LRTP)

The parties will continue to maintain and update as necessary the Joint Regional Multi-Modal Transportation System. The system will continue to remain a component of each MPO's LRTP and will continue to identify a two-tiered network of regionally significant transportation corridors, facilities, and services. The first order network comprises those corridors, facilities, and services that are of importance and concern to both parties. The second order network comprises the remaining corridors, facilities, and services deemed regionally significant. This system may subsequently be reconsidered and revised as necessary, at the request of either MPO.

During the development of each MPO's 2035 LRTP update, the parties agree to identify where improvements to the first order network may be needed, to propose and test appropriate alternative system improvements, and update the current joint regional long range transportation plan addressing those needs. The parties further agree to incorporate this regional plan in the updates of their own LRTPs, and to agree on any

refinements or modifications to the regional plan that either MPO may wish to include in its LRTP prior to or concurrent with the adoption of their LRTPs. The joint regional long range transportation plan shall be published in and adopted as part of each MPO's LRTP. The target date for adoption of the initial LRTPs thus coordinated is December 2010.

The parties agree that subsequent amendments to their LRTPs affecting the joint regional long range transportation plan must be approved by both MPOs' governing boards.

(c) Joint Regional Project Priorities

On the basis of the Joint Regional Multi-Modal Transportation System addressed in paragraph 5(b) above, the MPOs agree to continue adopting priorities for funding unprogrammed improvements on the identified first order network that will be competing for statewide discretionary funding within the next six fiscal years, and include said projects in the respective MPO's project priorities adopted in the summer. The MPOs also agree to continue adopting priorities jointly for improvements to transportation facilities and services on the identified first and second order networks that are competing for funding through the state's Transportation Regional Incentive Program (TRIP). Both sets of Joint Regional Project Priorities must be adopted by each MPO's governing board. Either MPO governing board may require that the Joint Regional Project Priorities be reconsidered at any time. This collaboration and the products developed will recur each subsequent year during the duration of this Agreement and will be a continuing obligation and commitment.

(d) Joint Regional Public Involvement Process Component

The parties will collaborate to maintain the Joint Regional Public Involvement Component which shall continue to be included in each MPO's existing Public Involvement Plan. This Joint Regional Component prescribes public notice and outreach actions and measures to assure public access and involvement for all joint regional activities including development of the Joint Regional Long Range Transportation Plan component and annual regional priority list within the bi-county area. Any amendments to this Joint Regional Public Involvement Process Component must be approved by both MPO's governing boards'.

(e) Joint Regional Web Page

The parties will collaborate to maintain the Collier and Lee County MPO Joint Regional Web Page. The Web Page is hosted in the Lee County MPO Web Site, and maintained and updated as necessary by Lee County MPO staff. A link to this web page will continue to be provided in the Collier MPO Web Site.

Section 6. Staff Services and Costs. The directors and staffs of each MPO will be responsible for development and maintenance of the joint regional products identified in this Agreement, subject to review and final approval by each MPO governing board. In this regard, each MPO will cooperate to assign and share equitably the needed staff resources to accomplish these regional efforts as specified in their respective Unified Planning Work Programs (UPWP). The cost of staff or consultant services provided by one party for the mutual benefit of both parties shall be split between the parties in proportion to their annual allocations of FHWA planning funds as shown in their latest adopted Unified Planning Work Programs. Similarly, direct costs for the joint regional efforts and products identified in this Agreement will be split between the parties in proportion to their annual allocations of FHWA planning funds.

Either party may also provide staff services to, or provide for the use of its consultants by, the other party, in which event the benefiting party shall reimburse the party providing the services for its full cost of the services rendered, including any associated direct expenses and any applicable share of personnel benefits and allocated indirect costs. The parties agree to invoice each other at the end of each monthly or quarterly accounting period for all expenses thus incurred on the other's behalf during that period. The parties further 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. Conflict Resolution. The parties to this Agreement concur that if an issue is otherwise irresolvable, their staffs will organize a joint meeting of the MPO governing boards to resolve said matter. If the parties are unable to resolve the issue at the joint meeting, they agree to submit the issue to the Southwest Florida Regional Planning Council for non-binding arbitration. Notwithstanding any such resolution process, the parties to this agreement do not waive their respective rights to seek declaratory judgment as provided in Chapter 86, Florida Statutes.

Section 8. Duration of Agreement. This Agreement shall have an initial term of five (5) years, commencing on the date first above written, 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 10, herein. Prior to the end of each five (5)-year term, the parties shall reexamine the terms hereof for possible amendment. However, the failure to amend or reaffirm the terms of this Agreement shall not invalidate or otherwise terminate this Agreement.

Section 9. Modification. This Agreement may be modified at any time, but only by a new or addendum interlocal agreement duly signed by both parties.

Section 10. 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 11. 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 one or more of 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 each party agrees to indemnify, hold harmless and defend the other party against any claims or causes of action based upon the individual acts or omissions of its employees or agents.

Section 12. Notice. Any notice provided for herein, including the written notice referenced in Section 10 above, shall be provided by Certified Mail, Return Receipt Requested, to the other party's representatives listed below at the following addresses:

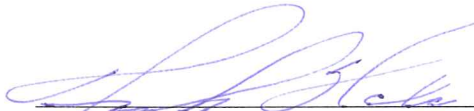
Director
Collier MPO
2885 South Horseshoe Drive
Naples, Florida 34104

Director
Lee County MPO
1926 Victoria Avenue
Fort Myers, Florida 33901-3414

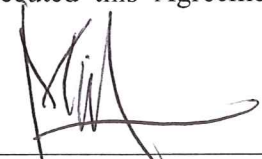
Notice shall be deemed received on the first business day following actual receipt of the notice. The parties will promptly notify the other in writing of any change to their respective addresses.

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 Collier and Lee Counties, Florida.

IN WITNESS WHEREOF, the parties herein have executed this Agreement by their duly authorized officials as of the day and year written below.

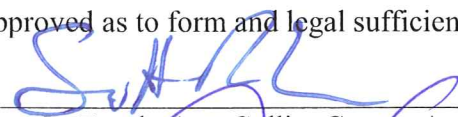


Commissioner Halas, Chair
Collier MPO
March 20, 2009

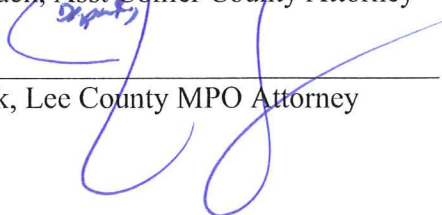


Michael Flanders, Chair
Lee County MPO
March 20, 2009

Approved as to form and legal sufficiency:



Scott R. Teach, Asst Collier County Attorney



Jed Schneck, Lee County MPO Attorney