

23 JAN '15 PM 12:42



**AMENDMENT TO THE INTERLOCAL AGREEMENT CREATING THE
ORLANDO URBAN AREA METROPOLITAN PLANNING ORGANIZATION
D/B/A/ MetroPlan Orlando**

THIS AMENDMENT is made and entered into by and between the FLORIDA DEPARTMENT OF TRANSPORTATION; the COUNTY(IES) OF Orange County, Florida, Osceola County, Florida, Seminole County, Florida; the CITY(IES) of City of Altamonte Springs, Florida, City of Apopka, Florida, City of Kissimmee, Florida, City of Orlando, Florida, City of Sanford, Florida, The Central Florida Regional Transportation Authority, The Greater Orlando Aviation Authority, The Central Florida Expressway Authority, and the Sanford Airport Authority, and the MetroPlan Orlando Municipal Advisory Committee.

RECITALS:

WHEREAS, Chapter 2014-223, Laws of Florida, enacted by the 2014 Legislature, amended Section 339.175(3)(a), Florida Statutes, to provide that voting members of an M.P.O. may include an elected official who represents a group of general purpose local governments through an entity created by an M.P.O. for that purpose; and

WHEREAS, the governing body of MetroPlan Orlando has determined that it is appropriate that the MetroPlan Orlando Municipal Advisory Committee be added as a voting member to the Interlocal Agreement, as amended, creating MetroPlan Orlando.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representation herein, the parties agree as follows:

I. Article 4, Section 4.01(a) of the Interlocal Agreement dated June 7, 2000, as amended, is amended to read as follows:

The membership of the MPO shall consist of twenty (20) voting representatives and five (5) non-voting representatives. 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:

Orange County
Osceola County

6 Representatives
1 Representative

<i>Seminole County</i>	<i>2 Representatives</i>
<i>City of Altamonte Springs</i>	<i>1 Representative</i>
<i>City of Apopka</i>	<i>1 Representative</i>
<i>City of Kissimmee</i>	<i>1 Representative</i>
<i>City of Orlando</i>	<i>2 Representatives</i>
<i>City of Sanford</i>	<i>1 Representative</i>
<i>Central Florida Regional Transportation Authority</i>	<i>1 Representative</i>
<i>Greater Orlando Aviation Authority</i>	<i>1 Representative</i>
<i>Central Florida Expressway Authority</i>	<i>1 Representative</i>
<i>Sanford Airport Authority</i>	<i>1 Representative</i>
<i>MetroPlan Orlando Municipal Advisory Committee</i>	<i>1 Representative</i>

II. Article 7, Section 7.04 of the Interlocal Agreement, dated June 7, 2000, as amended, is amended to read as follows:

Add: Chairperson
MetroPlan Orlando Municipal Advisory Committee
One Landmark Center
315 East Robinson Street, Suite 355
Orlando, Florida 32801

III. The MetroPlan Orlando Municipal Advisory Committee shall have all the rights, duties, and obligations to which each voting member on the MPO is entitled to receive, including, but not limited to, such rights, duties, and obligations provided in the Interlocal Agreement effective June 7, 2000, as amended, except with regard to payment of dues which may be modified by the governing body of MetroPlan Orlando and Section 339.175, *Florida Statutes*.

IV. Severability. The invalidity or unenforceability of any term or provision of this Amendment or the non-applicability of any such term or provision to any person or circumstance shall not impair or affect the remainder of this Amendment, and the remaining terms and provisions hereof shall not be invalidated but shall remain in full force and effect but shall be construed as if such invalid, unenforceable, or non-applicable provisions were omitted.

V. Entire Agreement. This Amendment represents the entire understanding and agreement between the parties with respect to the subject matter hereof. None of the terms and provisions hereof may be amended, supplemented, waived or changed orally, but only by a writing signed by each of the parties hereto.

VI. Rules of Construction. Whenever used herein, the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders.

VII. Amendment execution, Use of counterpart signature pages. This Amendment may be executed in any number of counterparts, each of which when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same instrument.

VIII. Effective Date. This Amendment 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.

IN WITNESS WHEREOF, the undersigned parties have caused this Amendment to the Interlocal Agreement dated _____, as amended, to be duly executed in their behalf.

ORANGE COUNTY, FLORIDA

BY: _____

DATE: _____

TITLE: _____

ATTEST: _____

TITLE: _____

OSCEOLA COUNTY, FLORIDA

BY: _____

DATE: _____

TITLE: _____

ATTEST: _____

TITLE: _____

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____

BRENDA CAREY, Chairperson

Date: _____

As authorized for execution by the Board of
County Commissioners at its _____,
2015 regular meeting.

ATTEST:

MARYANNE MORSE, Clerk to the Board of
County Commissioners of Seminole County, Florida.
For the use and reliance of Seminole County only.
Approved as to form and legal sufficiency.

County Attorney

CITY OF ALTAMONTE SPRINGS, FLORIDA

BY: _____
DATE: _____
TITLE: _____
ATTEST: _____
TITLE: _____

CITY OF APOPKA, FLORIDA

BY: _____
DATE: _____
TITLE: _____
ATTEST: _____
TITLE: _____

CITY OF KISSIMMEE, FLORIDA

BY: _____
DATE: _____
TITLE: _____
ATTEST: _____
TITLE: _____

CITY OF ORLANDO, FLORIDA

BY: _____
TITLE: _____
DATE: _____
ATTEST: _____
TITLE: _____

ATTEST

Cynthia Porter, City Clerk

For use and reliance of the Sanford
City Commission only.
Approved as to form and legality.

William L. Colbert, City Attorney

CITY OF SANFORD, FLORIDA

Jeff Triplett, Mayor

THE CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY

BY: _____
DATE: _____
TITLE: _____
ATTEST: _____
TITLE: _____

REVIEWED AND APPROVED
BY CFX LEGAL

THE GREATER ORLANDO AVIATION AUTHORITY

BY: _____
DATE: _____
TITLE: _____
ATTEST: _____
TITLE: _____

THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY: _____
DATE: _____
TITLE: _____
ATTEST: _____
TITLE: _____

SANFORD AIRPORT AUTHORITY

BY: _____
DATE: _____
TITLE: _____
ATTEST: _____
TITLE: _____

METROPLAN ORLANDO MUNICIPAL ADVISORY COMMITTEE

BY: _____
TITLE: _____
DATE: _____
ATTEST: _____
TITLE: _____

FLORIDA DEPARTMENT OF TRANSPORTATION

BY: _____
TITLE: _____
DATE: _____
ATTEST: _____
TITLE: _____

APPROVED AS TO FORM, LEGALITY
DEPARTMENT OF TRANSPORTATION

BY: _____
ATTORNEY

DATE: _____
TITLE: _____