



Lake County

Sumter County

Town of Astatula

City of Bushnell

City of Center Hill

City of Clermont

City of Coleman

City of Eustis

City of Fruitland Park

City of Groveland

Town of
Howey-in-the-Hills

Town of Lady Lake

City of Leesburg

City of Mascotte

City of Minneola

Town of Montverde

City of Mount Dora

City of Tavares

City of Umatilla

City of Webster

City of Wildwood

Florida Central
Railroad

Lake County Schools

Sumter County Schools

November 3, 2015

Laura Kelley, Executive Director
Central Florida Expressway Authority
4974 ORL Tower Rd
Orlando, FL 32807

**RE: Resolution Updating the Interlocal Agreement for the Creation
of the Lake~Sumter MPO**

Dear Ms. Kelley:

On October 28, 2015, the Lake~Sumter Metropolitan Planning Organization (MPO) Governing Board approved a resolution updating the Interlocal Agreement for the Creation of the Lake~Sumter MPO.

The agreement was first approved in 2004 and was reviewed in 2009. At that time, the MPO by resolution communicated to the FDOT and federal agencies that no changes were needed. In 2010, the MPO approved a Redesignation Plan that added Sumter County in its entirety to the MPO Area. When all of Sumter County was included in the MPO Area as part of the Redesignation Plan, the five municipalities of Sumter County were also added to the MPO Area and to the MPO Bylaws.

Those changes are reflected in the updated interlocal agreement. In addition, the updated agreement also includes the ex-officio members that were not previously included in the interlocal agreement. This includes the Central Florida Expressway Authority, Florida Central Railroad, the Lake County School Board and the Sumter County School Board.

Attached to this letter are the resolution approving the interlocal agreement and the Interlocal Agreement for Creation of the Lake~Sumter Metropolitan Planning Organization. The MPO respectfully requests the Central Florida Expressway Authority take action to approve the updated interlocal agreement. Please advise when this item will be included on the agenda for consideration. Once approved, please return four (4) original signatures pages via mail.

Sincerely,

Toni Davis

For T.J. Fish
Executive Director

"Promoting Regional Transportation Partnerships"
www.LakeSumterMPO.com

1616 South 14th Street, Leesburg, Florida 34748
Phone (352) 315-0170 – Fax (352) 315-0993

LAKE~SUMTER METROPOLITAN PLANNING ORGANIZATION

RESOLUTION 2015 - 22

A RESOLUTION OF THE LAKE~SUMTER METROPOLITAN PLANNING ORGANIZATION (MPO) FORMALIZING THE RESULTS OF THE REQUIRED EXAMINATION OF THE INTERLOCAL AGREEMENT CREATING THE MPO; FORMALIZING A POSITION ON THE CURRENT MPO APPORTIONMENT AREA; AND AUTHORIZING THE CHAIRMAN TO TRANSMIT SAID RESOLUTION TO THE OFFICE OF THE GOVERNOR AND OTHER AGENCIES

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 to enter into an Agreement clearly identifying the responsibilities of each party for cooperatively carrying out such transportation planning; and

WHEREAS, an Interlocal Agreement for Creation of the Lake~Sumter Metropolitan Planning Organization was entered on January 31, 2004, by and among the Florida Department of Transportation; the County of Lake and the County of Sumter; the Town of Astatula, City of Clermont, City of Eustis, City of Fruitland Park, City of Groveland, Town of Howey-in-the-Hills, Town of Lady Lake, City of Leesburg, City of Mascotte, City of Minneola, Town of Montverde, City of Mount Dora, City of Tavares and City of Umatilla; and

WHEREAS, the Lake~Sumter Metropolitan Planning Organization (MPO) Governing Board met for the first time February 25, 2004; and

WHEREAS, the Interlocal Agreement provided that the Agreement shall remain in effect until terminated by the parties to this Agreement; provided, however, that by no later than January 30, 2009, and at least every five years thereafter, the Governor shall examine the composition of the MPO membership and reapportion it as necessary to comply with Section 339.175, Florida Statutes, as appropriate. During examination of the MPO apportionment every five years by the Governor, the originating Agreement shall be reviewed by the MPO and the Department to confirm the validity of the contents and to recommend amendments, if any, that are required; and

WHEREAS, the MPO took action by Resolution 2009-1 on January 28, 2009, to confirm the MPO had reviewed the Interlocal Agreement for the Creation of the Lake~Sumter Metropolitan Planning Organization and had determined that no changes were necessary to the agreement; and

WHEREAS, the MPO took action by Resolution 2010-5 on February 24, 2010, to approve and to transmit a Redesignation Plan to the Governor and to applicable agencies that added the remaining portion of Sumter County not previously included at the time of the creation of the MPO to the MPO Area, thus including Sumter County in its entirety; and

WHEREAS, a letter dated October 22, 2010, was received by Governor Crist approving the Redesignation Plan; and

WHEREAS, the MPO has been requested by the FDOT to review and update the Interlocal Agreement for the Creation of the Lake~Sumter Metropolitan Planning Organization; and

WHEREAS, the MPO has examined the Interlocal Agreement for Creation of the Lake~Sumter Metropolitan Planning Organization; and the MPO has reviewed the MPO Apportionment Area that was expanded in 2010 to add all of Sumter County and has prepared formal statements on each to be transmitted to the Office of the Governor.

NOW, THEREFORE, BE IT RESOLVED by the Lake~Sumter Metropolitan Planning Organization that:

1. The Governing Board of the Lake~Sumter Metropolitan Planning Organization (MPO) has reviewed the Interlocal Agreement for the Creation of the Lake~Sumter MPO and determined that changes are needed to the agreement as a result of the addition of all of Sumter County, including the five municipalities of Sumter County: the City of Bushnell, the City of Center Hill, the City of Coleman, the City of Webster and the City of Wildwood, and due to the addition of ex-officio representation of the Central Florida Expressway Authority, Florida Central Railroad, the Lake County School Board and the Sumter County School Board.
2. The Governing Board of the Lake~Sumter MPO acknowledges the responsibility of the Office of the Governor to review the Apportionment Area of the MPO; and, therefore, formally communicate to the Governor that no changes to the Apportionment Area are necessary at this time in light of the 2010 approval of the Redesignation Plan and that the membership additions are necessary to the Interlocal Agreement at the time of this resolution.
3. The Governing Board of the Lake~Sumter MPO hereby authorizes the chairman to transmit aforementioned actions in the form of this resolution to the Office of the Governor, State of Florida; the Florida Department of Transportation; the Federal Highway Administration; and the Federal Transit Administration.

DULY PASSED AND ADOPTED this 28 day of October, 2015.

Lake~Sumter Metropolitan Planning Organization


Ray Goodgame, Chairman

Approved as to Form and Legality:


Sanford A. Minkoff, Attorney

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

THIS INTERLOCAL AGREEMENT for the formation of a Metropolitan Planning Organization is made and entered into on this _____ day of _____, 2015 by and between the FLORIDA DEPARTMENT OF TRANSPORTATION; the COUNTY OF LAKE AND the COUNTY OF SUMTER; the TOWN OF ASTATULA, CITY OF BUSHNELL, CITY OF CENTER HILL, CITY OF CLERMONT, CITY OF COLEMAN, CITY OF EUSTIS, CITY OF FRUITLAND PARK, CITY OF GROVELAND, TOWN OF HOWEY-IN-THE-HILLS, TOWN OF LADY LAKE, CITY OF LEESBURG, CITY OF MASCOTTE, CITY OF MINNEOLA, TOWN OF MONTVERDE, CITY OF MOUNT DORA, CITY OF TAVARES, CITY OF UMATILLA, CITY OF WEBSTER, CITY OF WILDWOOD, FLORIDA CENTRAL RAILROAD, LAKE COUNTY SCHOOL BOARD SUMTER COUNTY SCHOOL BOARD, AND THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY collectively known as “the parties.”

RECITALS

WHEREAS, the federal government, under the authority of Title 23 United States Code (USC) §134 and Title 49 USC §5303, requires each metropolitan area, as a condition for 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;

WHEREAS, the parties to this Interlocal 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 systems, bicycle and pedestrian facilities, rail systems, air transportation and other facilities will be properly located and developed in relation to the overall plan of community development;

WHEREAS, Title 23 USC §134 and Title 49 USC §§5303-5305, as amended by the Moving Ahead for Progress in the 21st Century Act (MAP-21) and Section 339.175, Florida Statutes (F.S.), provide for the creation of Metropolitan Planning Organizations to develop transportation plans and programs for urbanized areas;

WHEREAS, pursuant to Titles 23 USC §134(d), 49 USC §5303, 23 CFR §450.310(b), and Section 339.175(2), F.S., a determination has been made by the Governor and units of general purpose local government representing at least 75 percent of the affected population (including the largest incorporated city, based on population as named by the Bureau of Census) in the urbanized area to designate a Metropolitan Planning Organization;

WHEREAS, pursuant to this Interlocal Agreement, the parties wish to collectively participate in the metropolitan planning process as the Lake~Sumter Metropolitan Planning Organization for Lake and Sumter Counties, which contain the Leesburg-Eustis-Tavares urbanized area; portions of the Lady Lake-The Villages urbanized area; and portions of the Orlando urbanized area, herein after referred to as “the Metropolitan Planning Organization” or “the MPO”. Further, the parties of Lake County, Sumter County and the 14 municipalities of Lake County approved by unanimous vote an apportionment and boundary plan for presentation to the Governor on the 24th day of February, 2010;

WHEREAS, pursuant to Section 339.175(4), F.S., the Governor, by letter dated the 22nd day of October, 2010, approved the apportionment and boundary plan submitted by the MPO;

WHEREAS, pursuant to Title 23 CFR §450.314(a), and Section 339.175(10), F.S., an agreement must be entered into by the Department, the MPO, and the governmental entities and public transportation operators to identify the responsibility of each party for cooperatively carrying out a comprehensive transportation planning process;

WHEREAS, this Interlocal Agreement is required to create the Lake~Sumter Metropolitan Planning Organization and delineate the provisions for operation of the MPO;

WHEREAS, the undersigned parties have determined that this Interlocal Agreement is consistent with Section 339.175(10), F.S.;

WHEREAS, the undersigned parties have determined that this Interlocal Agreement is consistent with statutory requirements set forth in Section 163.01, F.S., relating to Interlocal Agreements; and

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 Interlocal Agreement.

Section 1.02. Definitions. The following words when used in this Interlocal Agreement (unless the context shall clearly indicate the contrary) shall have the following meanings:

Interlocal Agreement means and refers to this instrument, as may be amended from time to time.

Department means and refers to the Florida Department of Transportation, an agency of the State of Florida created pursuant to Section 20.23, F.S.

FHWA means and refers to the Federal Highway Administration.

FTA means and refers to the Federal Transit Administration.

Long Range Transportation Plan (LRTP) is the 20-year transportation planning horizon which includes 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 activities; and in ozone/carbon monoxide nonattainment areas is coordinated with the State Implementation Plan, all as required by Title 23 USC §134(c), Title 49 USC §5303, Title 23 CFR §450.322, and Section 339.175(7), F.S.

Metropolitan Planning Area means and refers to the planning area determined by agreement between the MPO and the Governor for the urbanized area containing at least a population of 50,000 as described in Title 23 USC §134(b)(1), Title 49 USC §5303, and Section 339.175(2)(c) and (d), F.S., and including the existing urbanized area and the contiguous area expected to become urbanized within a 20-year forecast period, which shall be subject to the Metropolitan Planning Organization's planning authority.

MPO means and refers to the Metropolitan Planning Organization formed pursuant to this Interlocal Agreement as described in 23 USC §134(b)(2), 49 USC §5303, and Section 339.175(1), F.S.

Transportation Improvement Program (TIP) is the staged multi-year program of transportation improvement projects developed by a Metropolitan Planning Organization consistent with the Long Range Transportation Plan, developed pursuant to 23 USC §134(j), 49 USC §5303, 23 CFR §450.324 and Section 339.175(8), F.S.

Unified Planning Work Program (UPWP) is the biennial program developed in cooperation with the Department and public transportation providers, that identifies the planning priorities and activities to be carried out within a metropolitan planning area to be undertaken during a 2-year period, together with a complete description thereof and an estimated budget, all as required by 23 CFR §450.308, and Section 339.175(9), F.S.

ARTICLE 2 PURPOSE

Section 2.01. General Purpose. The purpose of this Interlocal Agreement is to establish the MPO and recognize the boundary and apportionment approved by the Governor. This Interlocal 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 planning area 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 a multi-modal and intermodal transportation system for the metropolitan planning 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 planning area in cooperation with the Department;
- (d) To assure eligibility for the receipt of federal capital and operating assistance pursuant to Title 23 USC §134 and Title 49 USC §§5303, 5304, 5305, 5307, 5309, 5310, 5311, 5314, 5326, 5337 and 5339, 5340; and
- (e) To carry out the metropolitan transportation planning process, in cooperation with the Department, as required by federal, 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 parties to this Interlocal Agreement in the development of transportation-related plans and programs, including but not limited to:

- (a) The LRTP;
- (b) The TIP;
- (c) The UPWP;

- (d) Incorporating performance goals, measures, and targets into the process of identifying and selecting needed transportation improvements and projects;
- (e) A congestion management process for the metropolitan area and coordinated development of all other transportation management systems required by state or federal law;
- (f) Assisting the Department in mapping transportation planning boundaries required by state or federal law;
- (g) Supporting the Department in performing its duties relating to access management, functional classification of roads, and data collection; and
- (h) Performing such other tasks required by state or federal law.

Section 2.03. Coordination with the Department and Consistency with Comprehensive Plans. Chapter 334, F.S., grants broad authority for the Department's role in transportation. Section 334.044, F.S., includes the legislative intent declaring 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, F.S., 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(5), F.S., specifies the authority and responsibility of the MPO and the Department to manage 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, F.S., the parties to this Interlocal Agreement acknowledge that decisions made by the MPO will be coordinated with the Department. All parties to this Interlocal Agreement acknowledge that actions taken pursuant to this Interlocal 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 planning area as described in the membership apportionment plan approved by the Governor is hereby created and established pursuant to this Interlocal 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 Lake~Sumter Metropolitan 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 Interlocal 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 Interlocal Agreement shall act as the policy-making body for the MPO, and will be responsible for coordinating the cooperative decision-making process of the MPO's actions, and will take required actions as the MPO.

Section 3.04. Data, reports, records, and other documents. Subject to the right to claim an exemption from the Florida Public Records Law, Chapter 119, F.S., the parties shall provide to each other such data, reports, records, contracts, and other documents in its possession relating to the MPO as is requested. Charges are to be in accordance with Chapter 119, F.S.

Section 3.05. Rights of review. All parties to this Interlocal Agreement and the affected federal funding agencies (e.g., FHWA, FTA, and FAA) shall have the rights of technical review and comment on MPO's 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 16 voting members, 14 non-voting members and one (1) non-voting advisor. The names of the member local governmental entities and the voting apportionment of the MPO Governing Board as approved by the Governor shall be as follows:

Of the 30 voting and non-voting members, 16 voting positions are established, 14 of which are permanent voting positions and 2 are rotating voting positions. The permanent positions are assigned to: Lake County (5 votes), Sumter County (2 votes), Clermont (1 vote), Eustis (1 vote), Lady Lake (1 vote), Leesburg (1 vote), Minneola (1 vote), Mount Dora (1 vote) and Tavares (1 vote).

There are also two At-Large Representative Board members (2 votes), one assigned to each county, with voting privileges that rotate each year in alphabetical order among the non-voting member municipalities in each respective county. Lake County's At-Large vote rotates among Astatula, Fruitland Park, Groveland, Howey-in-the-Hills, Mascotte, Montverde and Umatilla. Sumter County's At-Large vote rotates among Bushnell, Center Hill, Coleman, Webster and Wildwood. The remaining four (4) members that have ex-officio, non-voting status are the Florida Central Railroad, the Lake County School Board, the Sumter County School Board and the Central Florida Expressway Authority. There is one (1) Florida Department of Transportation non-voting advisor.

- (b) All voting representatives shall be elected officials of general purpose local governments, except to the extent that the MPO 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) The voting membership of an MPO shall consist of not fewer than 5 or more than 19 apportioned members, the exact number to be determined on an equitable geographic-population ratio basis by the Governor, based on an agreement among the affected units of general-purpose local government as required by federal rules and regulations and shall be in compliance with 339.175(3) F.S.
- (d) In the event that a governmental entity that is a member of the MPO fails to fill an assigned appointment to the MPO within sixty days after notification by the Governor of its duty to appoint a representative, the appointment shall then 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 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), F.S.

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), F.S., the MPO may employ personnel and/or may enter into contracts with local or state agencies and private planning or engineering firms to utilize the staff resources of local and/or state agencies;
- (b) As provided in Section 163.01(14), F.S., the MPO may enter into contracts for the performance of service functions of public agencies;
- (c) As provided in Section 163.01(5)(j), F.S., the MPO may acquire, own, operate, maintain, sell, or lease real and personal property;
- (d) As provided in Section 163.01(5)(m), F.S., the MPO may accept funds, grants, assistance, gifts or bequests from local, state, and federal resources;
- (e) 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
- (f) The MPO shall have such powers and authority as specifically provided in Section 163.01 and Section 339.175(2)(b), (5) and (6), F.S., 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), F.S., the MPO shall create and appoint a technical advisory committee;
- (b) As provided in Section 339.175(6)(e), F.S., the MPO shall create and appoint a citizens' advisory committee;
- (c) As provided in Section 163.01(5)(o), F.S., the MPO shall be liable for any liabilities incurred by the MPO, and the MPO may respond to such liabilities through the purchase of insurance or bonds, the retention of legal counsel, the approval of settlements of claims by its governing board, or in any other manner agreed upon by the MPO. Nothing contained herein shall constitute a waiver by any party of its sovereign immunity or the provisions of section 768.28, F.S.;

- (d) As provided in Section 339.175(9), F.S., 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 Title 23 CFR Parts 420 and 450, and Title 49 CFR Part 613, Subpart A, and consistent with Chapter 339, F.S., and other applicable state and local laws;
- (f) As provided in Section 339.175(10)(a), F.S., 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 performance of its transportation planning and programming duties, an appropriate amount of federal transportation planning funds consistent with the approved planning funds formula.

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 Interlocal Agreement. This shall be done in accordance with the requirements of Title 23 CFR Part 420, Subpart A, Title 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 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, F.S.

Section 6.04 Compliance with laws. All parties shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the parties in conjunction with this Agreement. Specifically, if a party is acting on behalf of a public agency the party shall:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the Department in order to perform the services being performed by the party.
- (b) Provide the public with access to public records on the same terms and conditions that the Department would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the Department all public records in possession of the party upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Department in a format that is compatible with the information technology systems of the Department.

ARTICLE 7 MISCELLANEOUS PROVISIONS

Section 7.01. Constitutional or statutory duties and responsibilities of parties. This Interlocal Agreement shall not be construed to authorize the delegation of the constitutional or statutory duties of any of the parties. In addition, this Interlocal 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 Interlocal Agreement or any legal or administrative entity created or authorized by this Interlocal Agreement, in which case this performance may be offered in satisfaction of the obligation or responsibility.

Section 7.02. Amendment of Interlocal Agreement. Amendments or modifications of this Interlocal Agreement may only be made by written agreement signed by all parties here to with the same formalities as the original Interlocal 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 Interlocal Agreement shall remain in effect until terminated by the parties to this Interlocal Agreement. The Interlocal Agreement shall be reviewed by the parties at least every five years, concurrent with the decennial census, and/or concurrent with a new Federal Reauthorization bill, and updated as necessary.
- (b) Withdrawal procedure. Any party, except Lake County, Sumter County, Lady Lake, Leesburg, Eustis, Tavares and Clermont may withdraw from this Interlocal Agreement after presenting in written form a notice of intent to withdraw to the other parties to this Interlocal 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 Interlocal 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 MPO shall contact The Office of the Governor 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 federal, state 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 Title 23 CFR §450.310(l)(2), 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 Interlocal Agreement is afforded membership in the MPO, membership shall not become effective until this Interlocal 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 Interlocal 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:

Florida Department of Transportation
719 South Woodland Boulevard
Deland, FL 32720

Lake County Board of County Commissioners
315 W. Main St.
Tavares, FL 32778

Sumter County Board of County Commissioners
7375 Powell Road
Wildwood, FL 34785

Town of Astatula
PO Box 609
Astatula, FL 34705

City of Bushnell
PO Box 115
Bushnell, FL 33513

City of Center Hill
PO Box 649
Center Hill, FL 33514

City of Clermont
PO Box 120219
Clermont, FL 34711-0219

City of Coleman
PO Box 456
Coleman, FL 33521

City of Eustis
PO Drawer 68
Eustis, FL 32727-0068

City of Fruitland Park
506 W. Berckman St
Fruitland Park, FL 34731

City of Groveland
156 South Lake Ave
Groveland, FL 34736

Town of Howey-In-The-Hills
PO Box 128
Howey-In-The-Hills, FL 34737

Town of Lady Lake
409 Fennell Blvd.
Lady Lake, FL 32159

City of Leesburg
PO Box 490630
Leesburg, FL 34749-0630

City of Mascotte
100 E. Myers Blvd.
Mascotte, FL 34753

City of Minneola
PO Box 678
Minneola, FL 34755-0678

Town of Montverde
PO Box 560008
Montverde, FL 34756-0008

City of Mount Dora
510 N. Baker St
Mount Dora, FL 32757

City of Tavares
PO Box 1068
Tavares, FL 32778

City of Umatilla
PO Box 2286
Umatilla, FL 32784-2286

City of Webster
PO Box 28
Webster, FL 33597

City of Wildwood
110 N. Main St
Wildwood, FL 34785

Florida Central Railroad
PO Box 967
Plymouth, FL 32768

Lake County School Board
201 West Burleigh Blvd.
Tavares, FL 32778-2496

Sumter County School Board
PO Box 187
Lake Panasoffkee, FL 33538

Central Florida Expressway Authority
4974 ORL Tower Rd
Orlando, FL 32807

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 the Interlocal 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 Interlocal Agreement and in choice of wording. Consequently, no provision should be more strongly construed against any party as drafter of this Interlocal Agreement.
- (b) Severability. Invalidation of any one of the provisions of this Interlocal 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 Interlocal 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 Interlocal Agreement by any party hereto, each party shall bear its own costs and attorney’s fees in connection with such proceeding.

Section 7.07. Interlocal Agreement execution; Use of counterpart signature pages. This Interlocal 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 Interlocal 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 MPO hereby agrees to pay for any costs of recordation or filing of this Interlocal Agreement in the Office of the Circuit Court for each county in which a party is hereto located. The recorded or filed original, or any amendment, shall be returned to the MPO 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 MPO.

Signed, Sealed and Delivered in the presence of:

**FLORIDA DEPARTMENT OF
TRANSPORTATION**

Signature

Name/Title (typed or printed)

Date

Attest:

Name/Title (printed or typed)

Date

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

Signed, Sealed and Delivered in the presence of:

LAKE COUNTY BOARD OF COUNTY COMMISSIONERS

Signature

Name/Title (typed or printed)

Date

Attest:

Name/Title (printed or typed)

Date

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

Signed, Sealed and Delivered in the presence of:

SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS

Signature

Name/Title (typed or printed)

Date

Attest:

Name/Title (printed or typed)

Date

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

Signed, Sealed and Delivered in the presence of:

TOWN OF ASTATULA

Signature

Name/Title (typed or printed)

Date

Attest:

Name/Title (printed or typed)

Date

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

Signed, Sealed and Delivered in the presence of:

CITY OF BUSHNELL

Signature

Name/Title (typed or printed)

Date

Attest:

Name/Title (printed or typed)

Date

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

Signed, Sealed and Delivered in the presence of:

CITY OF CENTER HILL

Signature

Name/Title (typed or printed)

Date

Attest:

Name/Title (printed or typed)

Date

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

Signed, Sealed and Delivered in the presence of:

CITY OF CLERMONT

Signature

Name/Title (typed or printed)

Date

Attest:

Name/Title (printed or typed)

Date

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

Signed, Sealed and Delivered in the presence of:

CITY OF COLEMAN

Signature

Name/Title (typed or printed)

Date

Attest:

Name/Title (printed or typed)

Date

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

Signed, Sealed and Delivered in the presence of:

CITY OF EUSTIS

Signature

Name/Title (typed or printed)

Date

Attest:

Name/Title (printed or typed)

Date

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

Signed, Sealed and Delivered in the presence of:

CITY OF FRUITLAND PARK

Signature

Name/Title (typed or printed)

Date

Attest:

Name/Title (printed or typed)

Date

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

Signed, Sealed and Delivered in the presence of:

CITY OF GROVELAND

Signature

Name/Title (typed or printed)

Date

Attest:

Name/Title (printed or typed)

Date

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

Signed, Sealed and Delivered in the presence of:

TOWN OF HOWEY-IN-THE-HILLS

Signature

Name/Title (typed or printed)

Date

Attest:

Name/Title (printed or typed)

Date

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

Signed, Sealed and Delivered in the presence of:

TOWN OF LADY LAKE

Signature

Name/Title (typed or printed)

Date

Attest:

Name/Title (printed or typed)

Date

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

Signed, Sealed and Delivered in the presence of:

CITY OF LEESBURG

Signature

Name/Title (typed or printed)

Date

Attest:

Name/Title (printed or typed)

Date

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

Signed, Sealed and Delivered in the presence of:

CITY OF MASCOTTE

Signature

Name/Title (typed or printed)

Date

Attest:

Name/Title (printed or typed)

Date

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

Signed, Sealed and Delivered in the presence of:

CITY OF MINNEOLA

Signature

Name/Title (typed or printed)

Date

Attest:

Name/Title (printed or typed)

Date

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

Signed, Sealed and Delivered in the presence of:

TOWN OF MONTVERDE

Signature

Name/Title (typed or printed)

Date

Attest:

Name/Title (printed or typed)

Date

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

Signed, Sealed and Delivered in the presence of:

CITY OF MOUNT DORA

Signature

Name/Title (typed or printed)

Date

Attest:

Name/Title (printed or typed)

Date

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

Signed, Sealed and Delivered in the presence of:

CITY OF TAVARES

Signature

Name/Title (typed or printed)

Date

Attest:

Name/Title (printed or typed)

Date

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

Signed, Sealed and Delivered in the presence of:

CITY OF UMATILLA

Signature

Name/Title (typed or printed)

Date

Attest:

Name/Title (printed or typed)

Date

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

Signed, Sealed and Delivered in the presence of:

CITY OF WEBSTER

Signature

Name/Title (typed or printed)

Date

Attest:

Name/Title (printed or typed)

Date

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

Signed, Sealed and Delivered in the presence of:

CITY OF WILDWOOD

Signature

Name/Title (typed or printed)

Date

Attest:

Name/Title (printed or typed)

Date

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

Signed, Sealed and Delivered in the presence of:

FLORIDA CENTRAL RAILROAD

Signature

Name/Title (typed or printed)

Date

Attest:

Name/Title (printed or typed)

Date

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

Signed, Sealed and Delivered in the presence of:

LAKE COUNTY SCHOOL BOARD

Signature

Name/Title (typed or printed)

Date

Attest:

Name/Title (printed or typed)

Date

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

Signed, Sealed and Delivered in the presence of:

SUMTER COUNTY SCHOOL BOARD

Signature

Name/Title (typed or printed)

Date

Attest:

Name/Title (printed or typed)

Date

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

Signed, Sealed and Delivered in the presence of:

**CENTRAL FLORIDA EXPRESSWAY
AUTHORITY**

Signature

Name/Title (typed or printed)

Date

Attest:

Name/Title (printed or typed)

Date