

July 15, 2014

Mr. Joe Berenis
Deputy Executive Director
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807

JUL 16 AM 10:51

Re: Amendment to the Interlocal Agreement for Creation of the Metropolitan Planning Organization

Dear Mr. Berenis:

With the signing of Senate Bill 230 by Governor Rick Scott on June 20, 2014, the new Central Florida Expressway Authority (CFX) has taken over the existing Orlando-Orange County Expressway Authority. This action necessitates completion of an amendment to our Interlocal Agreement to incorporate the changes.

Attached is an Amendment to the Interlocal Agreement Creating the Orlando Urban Area Metropolitan Planning Organization, d/b/a/ MetroPlan Orlando, A Regional Transportation Partnership to remove the Orlando-Orange County Expressway Authority and add the Central Florida Expressway Authority. Please place this Agreement on the Central Florida Expressway Authority Board agenda for approval as soon as possible. Execute both copies, retain one copy for the Agency's records, and return an executed copy to me along with a certified copy of your Board minutes, showing where this action was approved.

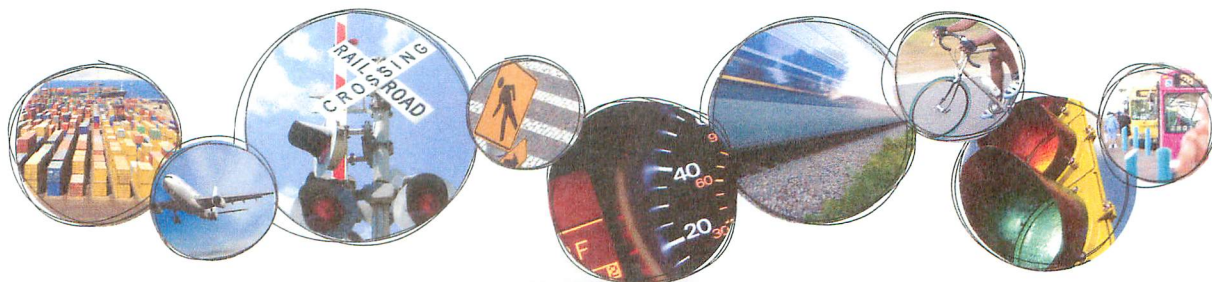
Once approved by the Central Florida Expressway Authority and all other partners, it will be filed with the Clerk of the Court as the official document amending the Interlocal Agreement for Creation of the Metropolitan Planning Organization. If your staff has any questions, please contact me at (407) 481-5672 ext. 310 or jloschiavo@metroplanorlando.com. We appreciate your assistance in expediting this to your Agency Board.

Sincerely,



Jason S. Loschiavo, CPA
Director of Finance and Administration

Enclosure



**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.

RECITALS:

WHEREAS, Chapter 2014-171, Laws of Florida, enacted by the 2014 Legislature, amends Chapter 348, Part III of the Florida Statutes, to create and establish a body politic and corporate, an agency of the state, to be known as the Central Florida Expressway Authority (CFX), which shall assume all governance and control of the Orlando Orange County Expressway Authority system; and

WHEREAS, it is necessary to amend the Interlocal Agreement creating the Orlando Urban Area Metropolitan Planning Organization d/b/a Metroplan Orlando, in order to add the Central Florida Expressway Authority as a voting member, in place of the Orlando/Orange County Expressway Authority.

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 nineteen (19) 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>

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

Add: Chairperson
Central Florida Expressway Authority "CFX"
4974 ORL Tower Road
Orlando, FL 32807

Delete: Chairman
Orlando/Orange County Expressway Authority "OOCEA"
4974 ORL Tower Road
Orlando, FL 32807

III. The Central Florida Expressway Authority 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 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: _____

SEMINOLE COUNTY, FLORIDA

BY: _____

DATE: _____

TITLE: _____

ATTEST: _____

TITLE: _____

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: _____

CITY OF SANFORD, FLORIDA

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

THE CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY

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

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: _____

FLORIDA DEPARTMENT OF TRANSPORTATION

BY: _____

TITLE: _____

DATE: _____

ATTEST: _____

TITLE: _____

APPROVED AS TO FORM, LEGALITY
DEPARTMENT OF TRANSPORTATION

BY: _____
ATTORNEY

DATE: _____

TITLE: _____

SEMINOLE CO., FL

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
INTERLOCAL AGREEMENT FOR CREATION OF THE
METROPOLITAN PLANNING ORGANIZATION

CL 2000086219

DR 1745/1065

THIS INTERLOCAL AGREEMENT is made and entered into this _____ day of _____, 2000, 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 Kissimmee, Florida, City of Orlando, Florida, City of Sanford, Florida, City of Winter Park, Florida, The Central Florida Regional Transportation Authority, The Greater Orlando Aviation Authority, The Orlando-Orange County Expressway Authority and the West Orange Airport Authority.

DR Bk 6019 Pg 3845
Orange Co FL 2000-0238154

RECITALS:

WHEREAS, the Federal Government, under the authority of 23 USC Section 134 and Sections 4(a), 5(g)(1), and 8 of the Federal Transit Act [49 USC Subsection 5303], requires that each metropolitan area, as a condition to the receipt of federal capital or operating assistance, 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 stipulates that the State and the metropolitan planning organization shall enter into an agreement clearly identifying the responsibilities for cooperatively carrying out such transportation planning;

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

WHEREAS, 23 USC Section 134, 49 USC Section 5303, 23 CFR Section 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 USC Section 134(b), 49 USC Section 5303, 23 CFR Section 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 in the metropolitan area to designate a metropolitan planning organization;

WHEREAS, pursuant to Section 339.175(3), Florida Statutes, by letter to the Chairman of the Orlando Urban Area Metropolitan Planning Organization dated January 15, 1993, the Governor has agreed to the apportionment plan of the members of the proposed MPO as set forth in this Agreement;

WHEREAS, pursuant to 23 CFR Section 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 MPO;

WHEREAS, the interlocal agreement is required to create the metropolitan planning organization and delineate the provisions for operation of the MPO;

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

3864 1741

SEMIHOLE CO., FL

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 Agreement is consistent with the requirements of Section 163.01, Florida Statutes.

CL 2000086219

OR 1745/1066

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; DEFINITIONS

OR Bk 6019 Pg 3846
Orange Co FL 2000-0238154

Section 1.01. Recitals. Each and all of the foregoing recitals be and the same 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 operate 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 nonattainment 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 USC Section 134(b)(1), 49 USC Section 5303(c)(1), and Section 339.175, Florida Statutes, which shall be subject to the MPO.

"MPO" means and refers to the metropolitan planning organization formed pursuant to this Agreement.

"Transportation Improvement Program (TIP)" is the transportation document which includes the following components: a priority list of projects and project phases; a list of projects proposed for funding; a financial plan demonstrating how the TIP can be implemented; a listing of group projects; an indication of whether the projects and project phases are consistent with applicable local government comprehensive plans adopted pursuant to Section 163.3161 et seq., Florida Statutes; and an indication of how improvements are consistent, to the maximum extent feasible, with affected seaport and airport master plans and with public transit development plans of the units of local government located within the boundaries of the MPO, all as required by 23 USC Section 134(h), 23 CFR Section 450.324, Section 339.175(7), Florida Statutes.

"Unified Planning Work Program (UPWP)" is the annual plan 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 Section 450.314, and Section 339.175(8), Florida Statutes.

ARTICLE 2
PURPOSE

SEMINOLE CO., FL

CL 2000086219

OR 1745/1067

Section 2.01. General Purpose. The purpose of this Agreement is to establish the MPO:

- (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 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 USC Section 134 and Sections 4(a), 5(g)(1), and 8 of the Federal Transit Act [49 USC Subsection 5303, 5304, 5305 and 5306]; and
- (e) To carry out the metropolitan transportation planning process, in cooperation with the Department, as required by 23 USC Section 134 and Sections 4(a), 5(g)(1), and 8 of the Federal Transit Act [49 USC Subsection 5303, 5304, 5305 and 5306]; 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.

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 party to this Agreement in the development of transportation-related plans and programs, 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.

OR Bk 6019 Pg 3847
Orange Co FL 2000-0238154

Section 2.03. MPO decisions coordinated with FDOT and consistent with 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, MPO plans, and approved local government comprehensive plans. Section 339.175, Florida Statutes, specifies the authority and responsibility of the MPO and the Department in the management of a continuing, cooperative, and comprehensive transportation planning process for the metropolitan area.

SEMINOLE CO., FL

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 163.3161-3245, 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.

CL 2000086219

OR 1745/1068

ARTICLE 3
MPO ORGANIZATION AND CREATION

OR Bk 6019 Pg 3848
Orange Co FL 2000-0238154

Section 3.01. Establishment of MPO. The MPO 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 Orlando Urban Area Metropolitan Planning Organization d/b/a METROPLAN ORLANDO.

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 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 Agreement shall be the policy-making body forum of the MPO responsible for cooperative decision-making of actions taken by the MPO. The Governing Board is the policy-making body that is the forum for cooperative decision-making and will be taking the required approval action as the MPO.

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 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 of MPO 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 nineteen (19) 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
Seminole County
City of Altamonte Springs
City of Kissimmee
City of Orlando
City of Sanford
City of Winter Park

6 representatives
1 representative
2 representatives
1 representative
1 representative
2 representatives
1 representative
1 representative

3864

PAGE

1744

FORM 525-010-01
POLICY PLANNING
OGC - 05/98
Page 5 of 11

SEMIHOLE CO., FL

Central Florida Regional Transportation Authority
Greater Orlando Aviation Authority
Orlando/Orange County Expressway Authority
West Orange Airport Authority

1 representative
1 representative
1 representative
1 representative

CL 2000086219

OR 1745/1069

(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, or a member of an authority or other agency that has been or may be created by law to perform transportation functions, if the authority or agency is not under the jurisdiction of a general-purpose local government represented on the MPO. 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 county commission representatives constitute less than one-third of the total number of representatives on the MPO.

(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 (60) 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 MPO shall be four (4) 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 (4) year terms.

OR Bk 6019 Pg 3849
Orange Co FL 2000-0238154

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(4) and (5), Florida Statutes.

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

(a) As provided in Section 339.175(5)(g), Florida Statutes, 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), Florida Statutes, the MPO 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 MPO may acquire, own, operate, maintain, sell, or lease real and personal property;

(d) As provided in Section 163.01(5)(m), Florida Statutes, 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]

SEMINOLE CO., FL

(f) The MPO 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 MPO shall have the following duties and responsibilities:

(a) As provided in Section 339.175(5)(d), Florida Statutes, the MPO shall create and appoint a technical advisory committee;

CL 2000086219

OR 1745/1070

(b) As provided in Section 339.175(5)(e), Florida Statutes, the MPO shall create and appoint a citizens' advisory committee;

(c) As provided in Section 163.01(5)(o), Florida Statutes, the MPO membership shall, to the extent permitted by law, be jointly and severally liable for liabilities, and the MPO may respond to such liabilities through the purchase of insurance or bonds, the retention of legal counsel, and, as appropriate, the approval of settlements of claims by its governing board;

(d) As provided in Section 339.175(8), Florida Statutes, the MPO shall establish a budget which shall operate on a fiscal year basis consistent with any requirements of the Unified Planning Work Program;

(e) The MPO, in cooperation with the Department, shall carry out the metropolitan transportation planning process as required by 23 CFR Part 420 and 450, and 49 CFR Part 613, Subpart A, and consistent with Chapter 339, Florida Statutes, and other applicable state and local laws;

(f) As provided in Section 339.175(9)(a), Florida Statutes, 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) Prepare the Long-Range Transportation Plan;

(h) In cooperation with the Department, prepare the Transportation Improvement Program;

(i) In cooperation with the Department, prepare and annually update the Unified Planning Work Program;

(j) Prepare a congestion management system for the metropolitan area;

(k) Assist the Department in mapping transportation planning boundaries required by state or federal law;

(l) Assist the Department in performing its duties relating to access management, functional classification of roads, and data collection;

(m) Perform such other tasks presently or hereafter required by state or federal law;

(n) Execute certifications and agreements necessary to comply with state or federal law; and

(o) Adopt operating rules and procedures.

OR Bk 6019 Pg 3850
Orange Co FL 2000-0238154

ARTICLE 6
FUNDING; INVENTORY REPORT; RECORD-KEEPING

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

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 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.

CL 2000086219

OR 1745/1071

Section 6.03. Record-keeping and document retention. The Department and the MPO 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 Section 18.42, and Chapter 119, Florida Statutes.

OR Bk 6019 Pg 3851
Orange Co FL 2000-0238154

ARTICLE 7 MISCELLANEOUS PROVISION

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 MPO 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 or as otherwise provided in Section 339.175 Florida Statutes; provided, however, that 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 by the Governor, this 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.

(b) Withdrawal procedure. To the extent permitted by law, any party 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 MPO, at least ninety (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 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 Office of the Governor shall be contacted, and the Governor, with the agreement of the remaining members of the MPO, shall determine whether any reapportionment of the membership shall be appropriate. The Governor and the MPO shall review the previous MPO designation, applicable Florida and local law, and MPO rules for appropriate revision. In the event that another entity is to be accorded membership in the place of the member withdrawing from the MPO, the parties acknowledge that pursuant to 23 CFR Section 450.306(k), 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 Agreement is accorded membership on the MPO, membership shall not become effective until this 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 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:

Mayor City of Altamonte Springs 225 Newburyport Avenue Altamonte Springs, Florida 32701	Mayor CL 2000086219 City of Orlando 400 S. Orange Avenue Orlando, Florida 32801	OR 1745/1072
--	---	--------------

Chairman Greater Orlando Aviation Authority One Airport Blvd. Orlando, Florida 32827-4399	Mayor City of Kissimmee 101 N. Church Street Kissimmee, Florida 34741
--	--

Chairman Orange County Board of Commissioners 201 S. Rosalind Orlando, Florida 32802	Chairman Osceola County Board of Commissioners 17 S. Vernon Avenue, Room 155 Kissimmee, FL 34741
---	---

Chairman Seminole County Board Commissioners 1101 E. First Street Sanford, FL 32771	Chairman Orlando-Orange County Expressway Authority 525 S. Magnolia Ave. Orlando, FL 32801
--	---

Mayor City of Sanford 300 N. Park Ave Sanford, FL 32771	Mayor City of Winter Park 401 Park Ave Winter Park, FL 32789	OR Bk 6019 Pg 3852 Orange Co FL 2000-0238154
--	---	---

Chairman Central Florida Regional Transportation Authority 445 West Amelia Ave, Suite 800 Orlando, FL 32801	Chairman West Orange Airport Authority c/o Burch Properties, Inc. 905 West Story Street Winter Garden, FL 32787
--	---

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 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 Agreement and in

choice of wording. Consequently, no provision hereof should be more strongly construed against any party as drafter of this Agreement.

SEMINOLE CO. FL
CL 2000086219

OR 1745/1073

(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;
- (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 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 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 Agreement in the Office of the Circuit Court for each county in which a party is hereto located. The recorded or filed original hereof, or any amendment, shall be returned to the MPO for filing in its records.

OR Bk 6019 Pg 3853
Orange Co FL 2000-0238154

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS

SEP 09 2003 AA/GG



INSTR 20030678727

OR BK 07205 PG 0068

MARTHA O. HAYNIE, COMPTROLLER

ORANGE COUNTY, FL

11/21/2003 11:31:42 AM

REC FEE 73.50

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 Orlando-Orange County Expressway Authority, the West Orange Airport Authority, and the Sanford Airport Authority.

RECITALS:

WHEREAS, pursuant to Section 339.175(2)(a), Florida Statutes, the membership of an MPO may include, as part of its apportioned voting members, an official of an agency that operates or administers a major mode of transportation; and

WHEREAS, Chapter 2003-286, Laws of Florida, enacted by the 2003 Legislature, amends Section 139.175(2)(b), Florida Statutes, to provide that agencies which have been or may be created by law to perform transportation functions, must also be performing transportation functions in order to be entitled to voting membership on an MPO; and

WHEREAS, the governing body of METROPLAN ORLANDO has determined that it is appropriate that the West Orange Airport Authority withdraw from the Interlocal Agreement, as amended, creating METROPLAN ORLANDO, and the Sanford Airport Authority, created by the provisions of Chapter 71-924, Laws of Florida, which authorizes it, among other things, to operate and manage an airport, be added as a voting member thereof.

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:

CERTIFIED COPY
MARYANNE MORSE
CLERK OF CIRCUIT COURT
SEMINOLE COUNTY, FLORIDA

[Signature]
DEPUTY CLERK
NOV 24 2003

OSCEOLA COUNTY, FLORIDA
CLERK OF CIRCUIT COURT

CL 2003223288

DLB Date 11/21/2003

OR 238972027

Time 14:04:00

16P

11/24/2003 02:03 PM
Instrument# 2003-297260
Book: 5212
Page: 3225

(15) "Metropolitan Orlando"
315 E Robinson St, Suite 355
Orlando, FL 32801

MARYANNE MORSE, CLERK OF CIRCUIT COURT SEMINOLE COUNTY, CFN 2003210153 BK 06111 PGS 1011-1026 RECD 11/24/2003 03:02:23 PM RECD BY L.H. HAY

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS

SEP 09 2003 AA/GG



INSTR 20030678727
OR BK 07205 PG 0068

MARTHA O. HAYNIE, COMPTROLLER
ORANGE COUNTY, FL
11/21/2003 11:31:42 AM
REC FEE 73.50

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 Orlando-Orange County Expressway Authority, the West Orange Airport Authority, and the Sanford Airport Authority.

RECITALS:

WHEREAS, pursuant to Section 339.175(2)(a), Florida Statutes, the membership of an MPO may include, as part of its apportioned voting members, an official of an agency that operates or administers a major mode of transportation; and

WHEREAS, Chapter 2003-286, Laws of Florida, enacted by the 2003 Legislature, amends Section 139.175(2)(b), Florida Statutes, to provide that agencies which have been or may be created by law to perform transportation functions, must also be performing transportation functions in order to be entitled to voting membership on an MPO; and

WHEREAS, the governing body of METROPLAN ORLANDO has determined that it is appropriate that the West Orange Airport Authority withdraw from the Interlocal Agreement, as amended, creating METROPLAN ORLANDO, and the Sanford Airport Authority, created by the provisions of Chapter 71-924, Laws of Florida, which authorizes it, among other things, to operate and manage an airport, be added as a voting member thereof.

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:

OSCEOLA COUNTY, FLORIDA
CLERK OF CIRCUIT COURT

CL 2003223288 OR 2389 2027
DLB Date 11/21/2003 Time 14:04:00

11/24/2003 02:03 PM
Instrument# 2003-297260
Book: 5212
Page: 3223

315 E Robinson St, Suite 355
Orlando, FL 32801

MARYANNE MORSE, CLERK OF CIRCUIT COURT SEMINOLE COUNTY, OFN 2003210153 BK 0511 PGS 1011-1026 RECD 11/24/2003 03:02:23 PM RECD BY L. HAYNIE

16P

The membership of the MPO shall consist of nineteen (19) 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	6 Representatives
Osceola County	1 Representative
Seminole County	2 Representatives
City of Altamonte Springs	1 Representative
City of Apopka	1 Representative
City of Kissimmee	1 Representative
City of Orlando	2 Representatives
City of Sanford	1 Representative
Central Florida Regional Transportation Authority	1 Representative
Greater Orlando Aviation Authority	1 Representative
Orlando/Orange County Expressway Authority	1 Representative
Sanford Airport Authority	1 Representative

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

Add: Sanford Airport Authority
One Red Cleveland Boulevard; #200
Sanford, Florida 32773

Delete: West Orange Airport Authority
c/o Burch Properties, Inc.
905 West Story Road
Winter Garden, Florida 32787

III. The Sanford Airport Authority 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, Section 339.175, *Florida Statutes*, and *Florida Administrative Code Rule 35I-1.001, et seq.*

IV. The West Orange Airport Authority hereby withdraws as a voting member of METROPLAN ORLANDO.

V. 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.

Book: 5212
Page: 3224

OR 2389/2028

CL 2003223288

INSR - 20030678727
OR BK 07205 PG 0069

Book: 521
Page: 3225

OR 2389/202

CL 2003223288

VI. 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.

VII. 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.

VIII. 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.

IX. 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 June 7, 2000, as amended, to be duly executed in their behalf.

ORANGE COUNTY, FLORIDA

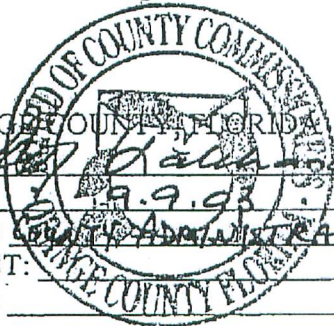
BY: 

DATE: 3.9.93

TITLE: COUNTY ADMINISTRATOR

ATTEST: _____

TITLE: _____



OSCEOLA COUNTY, FLORIDA

BY: _____

DATE: _____

TITLE: _____

ATTEST: _____

TITLE: _____

SEMINOLE COUNTY, FLORIDA

BY: _____

DATE: _____

TITLE: _____

ATTEST: _____

TITLE: _____

CITY OF ALTAMONTE SPRINGS,
FLORIDA

BY: _____

DATE: _____

TITLE: _____

ATTEST: _____

TITLE: _____

INSR 20030678727
OR BK 07205 PG 0070