

INTERLOCAL AGREEMENT FOR CREATION OF A REGIONAL TRANSPORTATION PLAN

THIS INTERLOCAL AGREEMENT is made and entered into this day of [enter date], by and between the [insert name] METROPOLITAN PLANNING ORGANIZATION; the [insert name] METROPOLITAN PLANNING ORGANIZATION; the COUNTY(IES) OF [enter names] ; the [enter name] REGIONAL TRANSPORTATION AUTHORITY; (*The number of parties to the interlocal agreement will vary. Enter as many names as applicable.*)

RECITALS

WHEREAS, Section 339.2819, Florida Statutes, creates within the Department of Transportation a Transportation Regional Incentive Program for the purpose of providing funds to improve regionally significant transportation facilities in regional transportation areas created pursuant to Section 339.155(5), Florida Statutes; and

WHEREAS, Section 339.155(5), Florida Statutes states that regional transportation plans may be developed in regional transportation areas in accordance with an interlocal agreement entered into pursuant to Section 163.01, Florida Statutes; and

WHEREAS, for purposes of Section 339.155(5), the term “contiguous” means abutting; and

WHEREAS, Section 339.155(5), Florida Statutes states that such interlocal agreements must, at a minimum, identify the entity that will coordinate the development of the regional transportation plan; delineate the boundaries of the regional transportation area; provide the duration of the agreement and specify how the agreement may be terminated, modified, or rescinded; describe the process by which the regional transportation plan will be developed; and provide how members of the entity will resolve disagreements regarding interpretation of the interlocal agreement or disputes relating to the development or content of the regional transportation plan;

WHEREAS, the parties to this Interlocal Agreement desire to participate cooperatively in the creation of a regional transportation plan which will identify potential project priorities for funding through the Transportation Regional Incentive Program;

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 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 - Refers to this instrument, as amended from time to time.

Executive Committee - Refers to a committee composed of elected officials from the Lead Agency and the Participating Agency(ies). The Executive Committee's task is to review and approve the regional transportation plan, the public involvement plan, and any other documentation related to the regional transportation plan as may be necessary.

Facilitator – Refers to one who helps the parties design and follow through a meeting agenda and assists parties to communicate more effectively throughout the process. The facilitator has no authority to make or recommend a decision.

Initiation Letter – Refers to a letter from one of the Participating Agencies formally identifying a dispute and asking the other named parties to meet and engage in a process to resolve the dispute.

Lead Agency - Refers to that Participating Agency that will take the lead role in the development of the regional transportation plan.

Participating Agency – Refers to any signatory to this Agreement.

Project Chairman - Refers to the elected official from the Lead Agency who will lead the meetings of the Executive Committee.

Project Liaison - Refers to a staff person from a Participating Agency responsible for helping to review the regional transportation plan and any supporting documentation as it pertains to that Participating Agency.

Project Manager - Refers to the staff person at the Lead Agency responsible for development of the regional transportation plan and any supporting documentation.

Regional Transportation Plan – Refers to the plan developed by the Participating Agencies in accordance with Section 339.155(5), Florida Statutes. The plan must, at a minimum: identify regionally significant transportation facilities located within the regional transportation area; contain a prioritized list of regionally significant projects; use professionally accepted techniques for measuring level of service in accordance with Section 163.3180, Florida Statutes and Rule 14-94, F.A.C., and; the projects listed in the prioritized list shall be adopted into the capital improvements schedule of the local government(s) comprehensive plan pursuant to Section 163.3177(3), Florida Statutes.

Regional Transportation Area - Refers to the study area as delineated for the purpose of creating a regional transportation plan by the parties to this agreement.

Response Letter – Refers to the letter prepared by the Project Manager or Project Chairman that summarizes a particular dispute(s), describes what was discussed at the resolution/settlement meeting including any agreements that were reached.

ARTICLE 2 PURPOSE

Section 2.01. General Purpose. The purpose of this Agreement is to establish the necessary framework for the creation of a regional transportation plan.

ARTICLE 3 REGIONAL TRANSPORTATION AREA

Section 3.01. The boundary of the Regional Transportation Area is defined as being bordered on the north by [insert], on the south by [insert], on the east by [insert], and on the west by [insert]. *(If the study area consists of entire counties, it may be easier to simply say the regional transportation area is composed of the applicable counties. If a road is used as a boundary, indicate whether the road is considered also to be part of the regional transportation area. Please provide a map showing the outline of the regional transportation area.)*

ARTICLE 4 LEAD AGENCY

Section 4.01. [Insert agency name] is designated as the lead agency for the development of the regional transportation plan. The responsibilities of the lead agency include:

- a. Identify a staff person to serve as Project Manager for the regional transportation plan and to coordinate its development with staff from the Participating Agencies.
- b. Identify an elected official to serve as the Project Chairman of the regional transportation plan and keep the members of the Executive Committee informed on the progress of the plan.
- c. Develop the scope of work for any consultants that will be assisting with development of the plan and oversee any consultant work that is required.
- d. Develop a timeline with milestones for completion of the plan.
- e. Develop a public involvement plan for the creation of the regional transportation plan.
- f. Prepare draft and final versions of the regional transportation plan.
- g. Provide copies of all of the above documentation (i.e. scopes of work, timelines, public involvement plan, draft and final versions of the regional transportation plan) to the Executive Committee for review and comment.
- h. Develop a prioritization process for selecting projects for inclusion in the Transportation Regional Incentive Program from the regional transportation plan.

ARTICLE 5 PARTICIPATING AGENCIES

Section 5.01 Responsibilities of the Participating Agencies

- a. Identify a staff person to serve as Project Liaison and be the main point of contact for the Project Manager from the Lead Agency.
- b. Identify an elected official to serve on the Executive Committee and assist the Project Chairman in reviewing, commenting, and approving the regional transportation plan as well as any supporting documentation for the plan.
- c. Provide financial support for development of the regional transportation plan either in the form of direct funds or in-kind service.

ARTICLE 6 CONFLICT RESOLUTION

Section 6.01 General. This conflict resolution process is agreed upon to resolve conflicts related to issues covered by the creation of a regional transportation plan. The parties to this agreement do not waive their respective rights to seek declaratory judgments, as provided in Chapter 86, Florida Statutes. With regard to the conflict resolution process, each party shall retain the authority to limit the decision-making authority of its elected representative to such action agreed to by a majority of its respective body of voting members. The conflict resolution process consists of two basic components: an initiation/response phase and a settlement phase.

Section 6.02 Initiation/Response Phase

- a. The process begins when a Project Liaison from a Participating Agency sends an initiation letter to the Project Manager. The initiator of the letter will send courtesy copies of the letter to the other Project Liaisons. In the event the Lead Agency is the initiator, the Project Manager will address the letter to the Project Liaison of the Participating Agency in question and send courtesy copies to the other Project Liaisons.
- b. Within seven (7) calendar days of receipt of said letter, the Project Manager and Project Liaison(s) from the disputing parties shall confer and agree to meet within 30 calendar days. The purpose of the meeting shall be to review the issue in the initiation letter and determine if a resolution of the issue can be reached at the staff level. Each Project Liaison and the Project Manager will report back to their respective Executive Committee member on the results of the meeting.
- c. Within 15 calendar days, the Project Manager will prepare a response letter that documents what was discussed at the staff meeting. If the issue has been resolved, the response letter will include discussion of the agreement reached by staff. The Project Manager will mail the response letter to all of the Project Liaisons and all of the Executive Committee members.
- d. If any conflict is not resolved at the staff meeting, the response letter will indicate such and will request that a settlement meeting occur between the disputing Executive Committee members within 30 calendar days.

Section 6.03 Settlement Phase

- a. At the settlement meeting, the disputing Executive Committee members will explain their positions, explore options, and seek a mutually acceptable agreement.
- b. A neutral facilitator may, upon mutual agreement by the disputing members, facilitate the settlement meeting.
- c. Any costs associated with the settlement meeting shall be shared by the disputing parties in a manner agreed upon.
- d. If the initial settlement meeting produces no agreement, the parties can proceed to additional settlement meetings or other settlement measures through mutual agreement.
- e. The form of settlements reached through this process may include interlocal agreements, concurrent resolutions, memoranda of understanding, regional transportation plan amendments, or other forms as appropriate. Agreements signed by designated representatives may be in the form of recommendation letters to their respective agencies and will be subject to their formal approval. The settlement agreement is not subject to challenge, but the implementing actions may be.
- f. After each settlement meeting, the Project Chairman, with the assistance of the Project Manager, will prepare a report to the Executive Committee members that shall, at a minimum, include:
 - Identification of the issues discussed and copies of any agreements reached.
 - A list of potentially affected or involved jurisdictions, organizations, groups, or individuals.
 - A time frame for starting and ending informal negotiations, additional settlement meetings, or joint meetings of elected bodies, as agreed to by the disputing parties.
 - A written fee allocation agreement to cover any costs of agreed upon conflict resolution procedures, if applicable.
 - A description of responsibilities and schedules for implementing and enforcing agreements reached. The report shall include any statements that any named party wishes to include.

Section 6.04 Alternative Regional Planning Council Dispute Resolution If resolution is not possible, the parties may undertake dispute resolution pursuant to the [enter name] Regional Planning Council procedure set forth in Rule 29-[enter rule number], Florida Administrative Code. All parties to the dispute must agree to undertake this procedure before it may be invoked.

ARTICLE 7
COMPOSITION; MEMBERSHIP; TERMS OF OFFICE

Section 7.01. Composition and membership of Executive Committee All members of the Executive Committee shall be elected officials or staff directors from the Participating Agencies. The membership of the Executive Committee shall consist of [insert number] voting representatives and [insert number] non-voting representatives. The names of the member local governmental entities and the voting apportionment of the Executive Committee shall be as follows: *[Insert listing of Executive Committee.]*

Section 7.02. Terms The term of office of members of the Executive Committee shall be [insert term] *[Generally the term should be for no longer than it takes to complete the regional transportation plan. However, Participating Agencies have flexibility to set the term limits as they think appropriate.]*

ARTICLE 8
MISCELLANEOUS PROVISIONS

Section 8.01. Relationship to Long Range Transportation Plan and Transportation Improvement Program Regionally significant projects that are identified in the regional transportation plan and priority list must be included in the federally mandated Long Range Transportation Plan and Transportation Improvement Program of the applicable Metropolitan Planning Organization(s) (MPO) if the MPO(s) is/are a party to this Agreement.

Section 8.02. 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.

Section 8.03. Amendment of Agreement. Amendments or modifications of this Agreement may only be made by written agreement signed by all parties hereto with the same formalities as the original Agreement.

Section 8.04. Duration; withdrawal procedure. This Agreement shall remain in effect until [insert date]. 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 at least 90 days prior to the intended date of withdrawal.

Section 8.05. 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:

[Insert the current address of record for all signatories to this Agreement.]

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 8.06 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.

Section 8.07 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 8.08 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.

IN WITNESS WHEREOF, the undersigned parties have executed this Interlocal Agreement on behalf of the referenced legal entities and hereby establish a framework for the creation of a regional transportation plan.

Signed, Sealed and Delivered in the presence of:

[Every member of the Agreement shall sign with the appropriate witnesses.]