
**SECOND AMENDED AND RESTATED INTERLOCAL AGREEMENT FOR
REGIONAL TRANSPORTATION PLANNING AND COORDINATION IN WEST
CENTRAL FLORIDA**

This SECOND AMENDED AND RESTATED INTERLOCAL AGREEMENT (herein the "Agreement" or "Second Amended and Restated Agreement") is made and entered into by and between the Hernando County Metropolitan Planning Organization, an entity created and operated pursuant to Interlocal Agreement and Section 339.175, Florida Statutes (herein, the Hernando MPO); the Hillsborough County Metropolitan Planning Organization, an entity created and operated pursuant to Interlocal Agreement and Section 339.175, Florida Statutes (herein, the Hillsborough MPO); the Pasco County Metropolitan Planning Organization, an entity created and operated pursuant to Interlocal Agreement and Section 339.175, Florida Statutes (herein, the Pasco MPO); the Pinellas County Metropolitan Planning Organization, an entity created and operated pursuant to Interlocal Agreement and Section 339.175, Florida Statutes (herein, the Pinellas MPO); the Polk Transportation Planning Organization, an entity created and operated pursuant to Interlocal Agreement and Section 339.175 Florida Statutes (herein the Polk TPO); the Sarasota/Manatee Metropolitan Planning Organization, an entity created and operated pursuant to Interlocal Agreement and Section 339.175, Florida Statutes (herein, the Sarasota/Manatee MPO); and, Citrus County Transportation Planning Organization, an entity created and operated pursuant to Interlocal Agreement and Section 163.01, Florida Statutes (herein, Citrus County TPO).

WHEREAS, the Hernando MPO, the Hillsborough MPO, the Pasco MPO, the Pinellas MPO, the Polk TPO, and the Sarasota/Manatee MPO entered into an agreement to form a regional entity, the West Central Florida MPO Chairs Coordinating Committee (herein, the CCC), to coordinate transportation planning activities in the urbanized areas of Hernando, Hillsborough, Manatee, Pasco, Pinellas, Polk, and Sarasota Counties, such original agreement having been signed on March 17, 2004; and hereinafter referred to as the "Agreement"; and,

WHEREAS, in 2005 the Florida legislature created the Transportation Regional Incentive Program (TRIP); and

WHEREAS, an interlocal agreement between partner agencies is required for the development of regional transportation plans in regional transportation areas pursuant to Section 339.115(5), Florida Statutes, in order to participate in the TRIP; and

WHEREAS, the CCC on June 9, 2006 executed Amendment No. 1 to amend the original March 17, 2004 Agreement, by allowing Citrus County a voting membership for the purposes of participating in TRIP and to incorporate the adopted CCC Conflict Resolution Process in the Agreement, and

WHEREAS, after the initial 5-year term the parties to the original Agreement and Citrus County have examined the terms of the original Agreement, as amended, and have agreed to amend the provisions of the original Agreement, as amended, consistent with Section 10 of the original Agreement; and

WHEREAS, on July 8, 2010 the Citrus County TPO was created by virtue of an interlocal agreement between the Florida Department of Transportation, Citrus County, the City of Inverness, and the City of Crystal River to participate in a coordinated and comprehensive transportation planning process; and

WHEREAS, the CCC on December 12, 2010 approved a request to remove the Citrus County Board of County Commissioners from limited CCC membership and to accept the Citrus County TPO into the West Central Florida MPO Chairs Coordinating Committee with full member rights in an effort to further regional transportation planning; and

WHEREAS this Second Amended and Restated Agreement, once effective, supersedes the original March 17, 2004 agreement, as amended, which would have automatically renewed but for the Parties entering into this Agreement.

NOW, THEREFORE, in consideration of the covenants made to by each Party to the other and of the mutual advantages to be realized by the Parties hereto, the Hernando MPO, the Hillsborough MPO, the Pasco MPO, the Pinellas MPO, the Polk TPO, the Sarasota/Manatee MPO and the Citrus County TPO agree as follows:

Section 1. Authority – This Interlocal Agreement is entered into pursuant to the general authority of Sections 339.175, 339.155 and 163.01, Florida Statutes, relating to Interlocal Agreements.

Section 2. Purpose – The purpose of this Agreement is to provide a forum for continuing coordination and communication among the member CCC Metropolitan Planning Organizations, Citrus County TPO, District One and District Seven Offices of the Florida Department of Transportation, the Florida Turnpike Enterprise, the Tampa Bay Area Regional Transportation Authority, and the affected Regional Planning Councils and to address those tasks necessary to conduct an ongoing regional transportation planning process in accordance with Sections 339.175, 339.155 and 339.2819, Florida Statutes, and in accordance with the requirements under the Transportation Equity Act for the 21st Century, The Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users, or successor legislation.

Pursuant to the language of Section 339.175 (5) (i) , Florida Statutes, the powers and duties of the CCC are to coordinate transportation projects deemed to be regionally significant by the Committee, review the impact of regionally significant land use decisions on the region, review all proposed regionally significant transportation projects in the respective transportation improvement programs which affect more than one of the MPOs represented on the Committee, and institute a conflict resolution process to address any conflict that may arise in the planning and programming of such regionally significant projects.

Pursuant to the language of Section 339.2819, Florida Statutes there is created within the Florida Department of Transportation a Transportation Regional Incentive Program for the purpose of providing funds to improve regionally significant transportation facilities in regional areas created pursuant to Section 339.155(5), Florida Statutes. This Interlocal Agreement meets the requirements of Section 163.01, Florida Statutes.

Section 3. Name of Entity – The entity created pursuant to this Interlocal Agreement shall be called the West Central Florida Metropolitan Planning Organization Chairs Coordinating Committee (herein the CCC).

Section 4. Organization and Membership

(a) Voting Members: The voting membership of the CCC shall consist of the Chair of each of the six member Metropolitan Planning Organizations and the Citrus County TPO. An alternate, who is an elected official, may represent the respective Metropolitan Planning Organization member if so designated by the respective Metropolitan Planning Organization. Each member shall have one vote. Except as indicated in Sections 11 and 12, a simple majority of the voting membership shall be required to pass motions.

(b) Nonvoting Partner Entities: The Secretaries for Districts One and Seven of the Florida Department of Transportation; representatives of the Florida Turnpike Enterprise and of the Tampa Bay Area Regional Transportation Authority; and Chairs (or designees) of the Tampa Bay, Withlacoochee, Southwest Florida, and Central Florida Regional Planning Councils shall be nonvoting partner entities of the CCC. It is the intent of the CCC to enter into separate agreements to define the roles and responsibilities of these nonvoting entities to the CCC.

Section 5. Conduct of Meetings –Meetings shall be held at least quarterly on a rotating basis with the meeting Host rotating each quarter among the CCC voting members . The order of rotation shall be the Hernando MPO, the Pasco MPO, the Hillsborough MPO, the Polk TPO, the Sarasota/Manatee MPO, the Pinellas MPO, and the Citrus County TPO. Responsibility for serving as the Chair of each meeting shall alternate among the CCC members . The Chair of the meeting shall conduct the meetings but have no extraordinary membership powers or responsibilities. At the last meeting of the calendar year, meeting dates shall be approved for the following year. Meeting dates shall be posted on the CCC website. Special meetings may be called by a majority of the members. The Host for all special meetings will follow the rotational order. Reasonable notice must be provided to all members for special meetings. The Host member shall be responsible for ensuring that notice requirements of §286.011 have been met, and that meetings are held in a facility accessible to persons with disabilities in compliance with Title II of the Americans with Disabilities Act.

Meetings shall be conducted pursuant first to any applicable statute, then to any procedural rules adopted by the CCC, then finally to the most recent edition of Robert’s Rules of Order.

Section 6. Staffing, Professional Services and Financial Support of Entity – Pursuant to §339.175(5)(i)(2), Florida Statutes, the Parties agree that the Directors and Managers of the CCC members will be responsible for carrying out the regional work programs and coordinating process as directed by the CCC, provided, however, that should a direction of the CCC directly conflict with the officially-adopted policy direction of a CCC member, staff of that member may ask that the work in question be performed by staff of some other member. Expenses concerning projects assigned to a lead CCC member may be paid by the regional set-aside as specified in its Unified Planning Work Program. The provision of professional services to the administrative entity, including legal review, shall be as agreed by the CCC members from time to time, with the exception that no legal counsel shall be required to render advice to the entity or representation to the members thereof absent each individual member's waiver of any conflict and authorization of joint representation, as provided for by Florida Bar Rule 4-1.7. Notwithstanding the foregoing, the CCC members do not authorize this administrative entity to incur for itself any cost or expense, nor to obtain or retain funds from any source. The entity created by this Agreement is not authorized to conduct any banking or other financial transactions of any kind, nor to receive or disburse any funds. Instead, all financial support for this entity, including the payment of costs and expenses related to its operation, shall be borne by CCC members, on an equitable basis taking into account the relative size of the member as measured by budget and population. The voting Members of the CCC may, as authorized by each member or agencies' governing board, adopt more specific financial support allocation methods as may be deemed necessary, and may appoint a lead member to receive and administer funds for the entity. Specifically, one member or partner agency of the CCC may take the lead on a portion of any projects and programs of the CCC and be reimbursed by another member or partner agency of the CCC without creation and execution of a new Interlocal Agreement consistent with approval by each respective member or agencies governing board and MPOs Unified Planning Work Program (UPWP) authorization. Such governing board approval shall be deemed to be an addendum to this agreement which shall be a financial obligation of the member enforceable by the lead member. The CCC members agree to work together to seek new sources of funding to assist the members with the added costs and expenses associated with the operations of this new administrative entity.

Section 7. Record Keeping – Staff of the host CCC member shall provide a recording secretary for that meeting. Record keeping and other clerical responsibilities shall be the duty of the host member staff consistent with the rotation for hosting the meeting. All minutes shall be distributed to other members prior to the next quarterly meeting date. Duplicate records of the official proceedings of the Committee will be kept in each host CCC member's office. The CCC shall designate one of the CCC members to be the records custodian for all official records. Records shall be maintained in accordance with the public records law, Chapter 119, Florida Statutes.

Section 8. Conflict Resolution – A conflict resolution process is adopted which will be used to resolve disagreements regarding interpretation of the interlocal agreement or disputes relating to the development or content of the regional plan. If the Parties to this Agreement fail to resolve any conflicts related to issues covered in the Agreement, such dispute will be resolved in accordance with the "West Central Florida Metropolitan

Planning Organizations Memorandum of Understanding for a Conflict Resolution Process (June 2001)."

Section 9. Risk of Loss - The Parties acknowledge that as a mere administrative entity, the CCC cannot sue, be sued, nor bear any legal liability. Therefore, the Parties agree that each shall continue to maintain such insurance coverage as may be required to cover the additional risks associated with membership and participation in the CCC entity. Members covered by a self-insurance program shall notify their respective covering-entities of this agreement so that any added risk may be factored. The Parties further agree that under no circumstances shall any member of the CCC seek to recover against any other member for any loss associated with this Agreement or the work of the CCC.

Section 10. Duration of Agreement – This Agreement shall have a term of five years from the effective date and shall automatically renew at the end of said five years for another five-year term and every five years thereafter. At the end of the five-year term and at least every five years thereafter, the Parties hereto shall examine the terms hereof and agree to amend provisions or reaffirm the same. However, the failure to amend or to reaffirm the terms of this Agreement shall not invalidate or otherwise terminate this Agreement.

Section 11. Termination – This Agreement shall continue in force until terminated with or without cause by a unanimous vote of the MPOs and Citrus County TPO.

Section 12. Modification – This Agreement may only be modified by a unanimous vote of the MPOs and Citrus County TPO. Amendments or modifications to the Agreement shall not become effective until executed and recorded in the public records of the counties of each participating MPO and Citrus County TPO.

Section 13. Rescission – Any MPO or Citrus County TPO, may terminate its participation in this Agreement upon thirty (30) days written notice. Notice of intent to terminate shall be given to the other member agencies. Said notice shall be transmitted to the official office of the member agencies by certified mail, return receipt requested. The 30-day notice requirement shall commence upon giving of the notice.

Section 14. Filing and Recording –As required by §163.01(11), Florida Statutes, this Interlocal Agreement shall be filed with the Clerks of the Circuit Courts of Hernando, Hillsborough, Manatee, Pasco, Pinellas, Polk, and Sarasota and Citrus Counties, Florida.

This Second Amended and Restated Agreement does not become effective until recorded in each county and shall continue to be effective thereafter in accordance with Section 10 of this Agreement. Until the Second Amended and Restated Agreement becomes effective, the Amended and Restated Interlocal Agreement shall remain in effect.

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

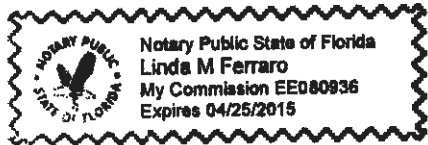
HILLSBOROUGH COUNTY METROPOLITAN PLANNING ORGANIZATION, an entity created and operated pursuant to interlocal agreement and Section 339.175, Florida Statutes

By: Joe Affronti

Joe Affronti, Chairperson

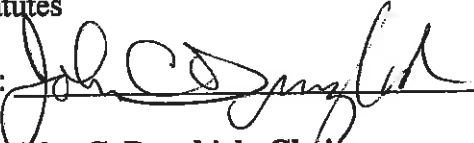
The foregoing instrument was acknowledged before me this 14th day of June, 2011, by Joe Affronti, as Chairperson of the Hillsborough County Metropolitan Planning Organization, an entity created and operated pursuant to interlocal agreement and Section 339.175, Florida Statutes, who is personally known to me or has produced _____ as identification.

Linda M. Ferraro




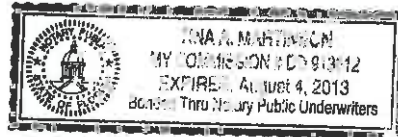
IN WITNESS WHEREOF, the Parties herein have executed this Agreement by their duly authorized officials as of the day and year written.


HERNANDO COUNTY METROPOLITAN PLANNING ORGANIZATION, an entity created and operated pursuant to interlocal agreement and Section 339.175, Florida Statutes

By: 
John C. Druzbeck, Chairperson

The foregoing instrument was acknowledged before me this 28th day of June, 2011, by John C. Druzbeck, as Chairperson of the Hernando County Metropolitan Planning Organization, an entity created and operated pursuant to interlocal agreement and Section 339.175, Florida Statutes, who is personally known to me or has produced _____ as identification.





APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
BY  6/28/11
County Attorney's Office GR

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

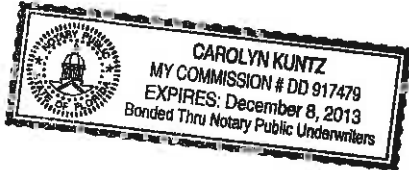
PINELLAS COUNTY METROPOLITAN PLANNING ORGANIZATION, an entity created and operated pursuant to interlocal agreement and Section 339.175, Florida Statutes

By: *Dave Eggers*

Dave Eggers, Chairperson

The foregoing instrument was acknowledged before me this 12th day of July, 2011, by Dave Eggers, as Chairperson of the Pinellas County Metropolitan Planning Organization, an entity created and operated pursuant to interlocal agreement and Section 339.175, Florida Statutes, who is personally known to me or has produced _____ as identification.

Carolyn Kuntz



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

POLK COUNTY TRANSPORTATION PLANNING ORGANIZATION, an entity created and operated pursuant to interlocal agreement and Section 339.175, Florida Statutes

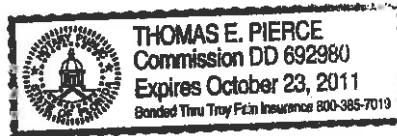
By: 

W. Patrick Huff, Chairperson

The foregoing instrument was acknowledged before me this 16th day of June, 2011, by W. Patrick Huff, as Chairperson of the Polk County Transportation Planning Organization, an entity created and operated pursuant to interlocal agreement and Section 339.175, Florida Statutes, who is personally known to me or has produced _____ as identification.

Notary: *Thomas E. Pierce*

Signature: *Thomas E. Pierce*



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

CITRUS COUNTY, FLORIDA by and through its Board of County Commissioners, a political subdivision of the State of Florida

By: Dennis Damato
Dennis Damato, Chairman

STATE OF FLORIDA)
COUNTY OF CITRUS)

The foregoing instrument was acknowledged before me this 28th day of June, 2011, by Dennis Damato as Chairman of the Citrus County Board of County Commissioners, who is personally known to me ~~or as produced~~ _____
~~as identification.~~

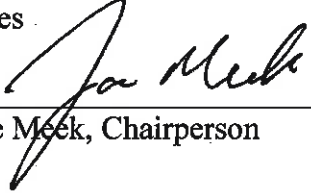
WITNESS my hand and official seal this the 28th day of June, 2011.

NOTARY PUBLIC-STATE OF FLORIDA
Cheryl A. Clamer
Commission # EE092295
Expires: MAY 10, 2015
BONDED THRU ATLANTIC BONDING CO., INC.

Cheryl A Clamer
NOTARY PUBLIC-State of Florida
Printed Name: _____
Commission No.: _____
Expiration Date: _____

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

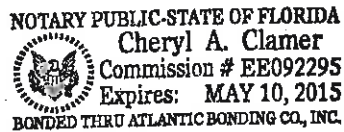
CITRUS COUNTY TRANSPORTATION PLANNING ORGANIZATION, an entity created and operated pursuant to interlocal agreement and Section 163.01, Florida Statutes


By: 
Joe Meek, Chairperson

STATE OF FLORIDA)
COUNTY OF CITRUS)

The foregoing instrument was acknowledged before me this 28th day of June, 2011, by Joe Meek as Chairperson of the Citrus County Transportation Planning Organization, an entity created and operated pursuant to interlocal agreement and Section 163.01, Florida Statutes, who is personally known to me ~~or as produced~~
as identification.

WITNESS my hand and official seal this the 28th day of June, 2011.




NOTARY PUBLIC-State of Florida
Printed Name: _____
Commission No.: _____
Expiration Date: _____