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AT THE TIME & DATE NOTED
PAUL F. HARTSFIELD
CLERK OF CIRCUIT COURT

INTERLOCAL AGREEMENT

March, 1977, by and between the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION hereinafter called the DEPARTMENT, the BOARD OF COUNTY COMMISSIONERS, DADE COUNTY, FLORIDA hereinafter called the County and the DADE COUNTY SCHOOL BOARD, hereinafter called the School Board:

W I T N E S S E T H:

WHEREAS, the Department, the County and the School Board, under the authority of Section 163.01, Chapter 163 Florida Statutes may enter into an interlocal agreement to carry out a project which is advantageous to the parties and which agreement permits the joint exercise of such powers or authority which the agencies share in common or which might be exercised separately, and

WHEREAS, the U.S. Department of Transportation, under the authority of 23 U.S.C. 104 (f) (3), 134 and 315, and Section 3, 4 (a) and 5 of the UMT Act (49 U.S.C. 1602, 1603 (a), and 1604) and the delegation of authority by the Secretary of the U.S. Department of Transportation at 49 CFR 1.48 (b) and 1.50 (f), Chapter I of title 23 and Chapter VI of title 49 of the Code of Federal Regulations has promulgated rules which provide that as a condition for the receipt of Federal Capital or operating assistance the Governor of each State shall designate a Metropolitan Planning Organization for each urbanized area which MPO is to have a continuing, cooperative and comprehensive transportation planning process that results in plans and programs consistent with the comprehensive planned development of the urbanized 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, and

WHEREAS, it is the purpose of this agreement to create and establish a Metropolitan Planning Organization and to confer upon it the power, authority and responsibility necessary to organize and structure itself in a manner most suitable for conducting a continuing, cooperative and comprehensive transportation planning process in cooperation with the Department of Transportation.

WHEREAS, Chapter 334, Florida Statutes grants the broad authority for the Department's role in transportation; Section 334.02(5), Florida Statutes, evidences the legislative intent that the Department be the custodian of the state highway and transportation systems, and be given sufficiently broad authority to function

adequately and efficiently in all areas of appropriate jurisdiction; Section 334.211(2) Florida Statutes, requires the Department to develop comprehensive plans, in conjunction with local governmental bodies and regional planning agencies, for all standard metropolitan statistical areas, and

WHEREAS, in fulfillment of the aforesaid purpose and in the exercise of the various powers granted by Chapter 334, Florida Statutes, the parties to this agreement shall observe all provisions of Section 163.3161 - 163.3211, the Local Government Comprehensive Planning Act and its successors, and shall take particular care that the planning processes and planning integrity of local governments as set forth in the Local Government Comprehensive Planning Act and as evidenced by the legislative intent expressed in Sections 334.22(7), Florida Statutes not be infringed upon.

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

1.00 Definitions

The terms employed in this Agreement shall have the following meanings unless the context clearly implies a different intent:

- .01 "GOVERNOR" shall mean the Governor of the State of Florida.
- .02 "COUNTY" shall mean the Board of County Commissioners, Dade County, Florida.
- .03 "SCHOOL BOARD" shall mean the Dade County School Board.
- .04 "MPO" shall mean the Metropolitan Planning Organization for the Miami Urbanized Area designated by the Governor.
- .05 "DEPARTMENT" shall mean the State of Florida Department of Transportation.
- .06 "A-95 AGENCY" shall mean the areawide clearinghouses established pursuant to United States Office of Management and Budget Circular A-95.
- .07 "GOVERNING BOARD" shall mean those persons designated by the Governor to serve on the MPO.
- .08 "MTA" shall mean the publicly owned mass transit operator in Dade County known as the Metropolitan Transit Agency, an agency of the Metropolitan Dade County government.
- .09 "STATE" shall mean the State of Florida and its various departments, agencies and/or officials.
- .10 "URBANIZED AREA" that area wholly contained within Dade County which by definition and boundary limitations is to be urbanized for planning projects.

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- .11 "UMTA" shall mean the Urban Mass Transportation Administration of the U.S. Department of Transportation.
- .12 "FHWA" shall mean the Federal Highway Administration of the U.S. Department of Transportation.
- .13 "SECRETARIAT" shall mean that person who shall be appointed to serve as Secretary to the MPO and as the administrator of its business and affairs in accordance with the rules, regulations and procedures adopted by the MPO pursuant to Section 5.06.

2.00 Purpose

For the reasons recited in the preamble, which are hereby adopted as part hereof, this agreement is to create and establish an MPO for the Miami Urbanized Area for the purpose of implementing and ensuring a continuing, cooperative and comprehensive transportation planning process that results in coordinated plans and programs consistent with the comprehensively planned development of the said urbanized area, in cooperation with the Department, and in accordance with Federal requirements.

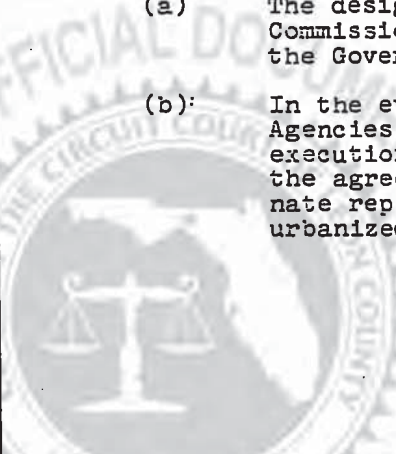
3.00 The Project

The project is defined as the continuing, cooperative, and comprehensive transportation planning process for the Miami urbanized area, including the programming of transportation improvements for such area.

4.00 MPO - Created and Established

The MPO for transportation planning in the Miami Urbanized Area is hereby created, established, and vested with the power, rights, privileges, immunities and responsibilities to perform all obligations provided in Section 163.01 Florida Statutes, subject to the limitations imposed by Section 5.00 of this agreement. The MPO shall be headed by a Governing Board designated by the Governor of Florida. The Governing Board of the MPO shall consist of nine (9) members of the Dade County Commission and one (1) member of the Dade County School Board as voting members, plus two (2) non-voting members of the Florida Department of Transportation. Provided:

- (a) The designees selected to serve from the above named Commission, Board and Agency shall be appointed by the Governor and serve at his pleasure.
- (b) In the event that any of the Commissions, Boards or Agencies decline to participate in forming the MPO by execution of the Interlocal Agreement or withdraw from the agreement at a future date, the Governor shall designate replacement(s) from any appropriate entity in the urbanized area.



- (c) Further, if the performance of a member of the MPO is unsatisfactory to the Governor and the member is, therefore, removed from the MPO, the Governor shall appoint a replacement from any appropriate entity in the urbanized area.
- (d) Where vacancies on the MPO occur for any reason, the Governor may also exercise the option of designating no replacement to fill the vacancies.

5.00 MPO - Powers

The MPO, in cooperation with the Department, shall have the power to carry on the project as defined in Section 3.00 of this agreement. In addition, the MPO shall have the power to:

- .01 Enter into contracts or agreements, other than Interlocal Agreements, with local and/or State agencies to utilize the staff resources of those agencies.
- .02 Administer its affairs and business.
- .03 Enter into agreements other than Interlocal Agreements, with the Department, operators of public mass transportation services, and the areawide and regional A-95 agencies.
- .04 Enter into contracts for professional services.
- .05 Acquire, own, operate, maintain, sell, or lease any real or personal property, subject to written approval of the parties to this agreement.
- .06 Promulgate rules to effectuate its powers, responsibilities, and obligations provided said rules do not supercede or conflict with applicable local and state laws, rules and regulations.
- .07 Accept funds, grants, assistance gifts, or bequeaths from local, state, and federal sources.

6.00 MPO - Organization

To effectuate the powers, duties, functions and authority conferred by this agreement, the MPO shall provide for an appropriate organization to administer the affairs and business of the MPO, including a Secretariat, a Public Involvement structure, a structure to evaluate the technical adequacy of the work product, as well as to advise the Governing Board in the decision making process, and such other structures or committees as it may deem necessary.

7.00 Particular Covenants

It is understood and agreed by and between the parties to this Agreement that:

- .01 The MPO shall enter into an Urban Transportation Planning Agreement with the Department, which agreement shall set forth the responsibilities of each entity with respect to jointly and cooperatively carrying out the transportation planning and programming activities required by this agreement and by the applicable federal, state and local laws and regulations as they now exist, or as they hereafter may be changed or modified.
- .02 The MPO shall enter into a Memorandum of Understanding with Metropolitan Dade County, operator of the Metropolitan Transit Agency, which Memorandum of Understanding shall set forth procedures to optimize the role of public mass transit within Dade County as a function of the planning and programming process of the MPO.
- .03 The MPO shall enter into a Memorandum of Understanding with Metropolitan Dade County (on behalf of the Metropolitan Dade County Planning Department) and the South Florida Regional Planning Council as the areawide A-95 agencies, which Memorandum of Understanding shall prescribe the means by which the activities of the MPO and the A-95 agencies will be coordinated as required by Part IV of OMB Circular A-95. This Agreement shall specify how transportation planning and programming will be part of the comprehensively planned development of the urbanized area.
- .04 Plans and programs developed within the framework of the urban transportation planning process may be modified in a manner consistent with the procedure established for initial development.
- .05 The MPO shall receive its proportionate share of the one-half percent Metropolitan Planning (PL) funds made available by 23 U.S.C. 104 (f). It is understood that the PL Funds are apportioned by the Federal Government and are distributed to the State on a reimbursable basis to the MPO. The State shall distribute the PL Funds to assist in carrying out those projects defined in the annual Unified Work Program. Such reimbursement shall be in accordance with the terms and conditions stated in the Agreement between the MPO and the Department. It is also understood that the MPO, to the extent possible, shall be the local recipient of any Federal funds distributed under Section 9 of the Urban Mass Transportation Act of 1954, as amended.
- .06 The MPO shall establish an annual budget on a October 1 to September 30 fiscal year basis. The budget shall identify funding sources, participating agencies, and levels of participation by the various agencies. The amount of fiscal participation shall be determined by resolution adopted by each MPO participant, subject to approval and lawful appropriation by the respective member bodies.

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- .07 It is understood and agreed by the Board of County Commissioners and the Dade County School Board that when the Governor designates any member of either body to serve as a member of the MPO, that member is hereby authorized to so serve in accordance with the provision of this agreement.
- .08 The MPO in cooperation with the Department shall ensure the technical adequacy of the transportation planning process. The appointment of planners, engineers and members of other appropriate disciplines to serve in an advisory capacity shall be subject to the concurrence of the employer of any such person so appointed.
- .09 The MPO shall develop and establish a Public Involvement Program and a Citizen's Participation Structure.
- .10 Any rules and regulations, promulgated by the MPO in accordance with Section 5.06 of this agreement, which relate to the planning process or the technical adequacy of the plans shall be developed in cooperation with the Department.

8.00 Pursuant to Federal, State, and Local Law

In the event that any election, referendum, approval, permit, notice, or other proceeding or authorization is requisite under applicable law to enable the MPO to enter into this Agreement or to undertake the Project hereunder, or to observe, assume, or carry out any of the provisions of the Agreement, the MPO, will to the extent of its legal capacity, work towards the accomplishment and fulfillment of said needs.

9.00 Submission of Proceedings, Contract, and Other Documents

The MPO shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department may require.

10.00 Rights of Review

All parties to the Agreement, the FHWA, and UMTA shall have the rights of technical review and comment of MPO projects.

11.00 Contracts of the MPO

All contractual agreements, if involving FHWA, UMTA, and/or Department funds, must be appropriately approved by the affected federal agency and the Department.

Except as otherwise authorized in writing by the Department, FHWA, and UMTA, where state or federal funds are to be used, the MPO shall not execute any contract or obligate itself in any other manner with any third party with respect to the Project without the prior

written concurrence of the Department, FHWA, and UMTA. Subletting of consultants contracts involving funds administered by FHWA shall be in accordance with the requirements of Paragraph 6B(5) of Volume 4, Chapter 1 Section 2, Subsection 2, of the Federal-Aid Highway Program Manual.

12.00 Miscellaneous Provisions

.01 How Contract Affected by Provisions Being Held Invalid

If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereif such remainder would then continue to conform to the terms and requirements of applicable law.

.02 State or Territorial Law

Nothing in the Agreement shall require the MPO to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable state law: Provided, that if any of the provisions of the Agreement violate any applicable state law, the MPO will at once notify the Department in order that appropriate changes and modifications may be made by the Department and MPO to the end that the MPO may proceed as soon as possible with the Project.

13.00 Execution of Agreement

This Interlocal Agreement 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.

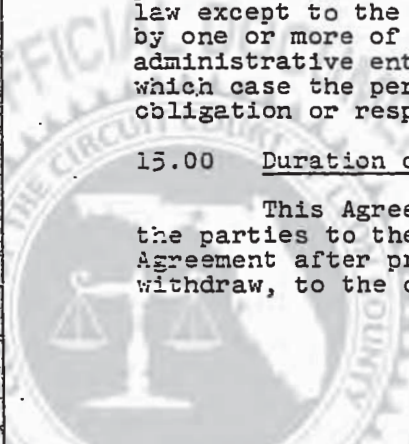
14.00 Constitutional or Statutory Duties and Responsibilities of Parties to the Agreement

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 the performance may be offered in satisfaction of the obligation or responsibility.

15.00 Duration of Agreement and Withdrawal Procedure

This Agreement shall remain in effect until terminated by the parties to the Agreement. Any party may withdraw from said Agreement after presenting, in written form, a notice of intent to withdraw, to the other parties, at least 60 days prior to the

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intended date of withdrawal, provided financial commitments made prior to withdrawal are effective and binding for their full terms and amount regardless of withdrawal.

16.00 Amendment of Agreement

Amendments to this Agreement may be initiated by the MPO. Amendments shall be formally ratified and approved by the parties to this Agreement and approved by the Department of Legal Affairs pursuant to Section 163.01(11), Florida Statutes.

17.00 Confirmation of Agreement

The Agreement shall be reviewed annually by the MPO to confirm the validity of the contents and to recommend the type of amendments, if any, that are required.

18.00 Agreement Format

All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

IN WITNESS WHEREOF, the undersigned parties have caused this Interlocal Agreement to be duly executed in their behalf and hereby establish the above designated MPO this 2nd day of March, 1977.

THE SCHOOL BOARD OF
DADE COUNTY, FLORIDA

By: [Signature]
Title: Chairman

BOARD OF COUNTY COMMISSIONERS
DADE COUNTY, FLORIDA

By: [Signature]
Title: County Manager

Attest: [Signature]
Secretary Seal

Attest: _____

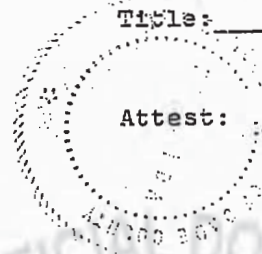
By: _____
Title: _____

By: [Signature]
Title: DIRECTOR OF ADMINISTRATION

Attest: _____

Attest: [Signature]

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