

**FIRST AMENDMENT TO INTERGOVERNMENTAL COORDINATION
AND REVIEW AND PUBLIC TRANSPORTATION COORDINATION
JOINT PLANNING AGREEMENT**

THIS FIRST AMENDMENT TO JOINT PARTICIPATION AGREEMENT is made and entered into this _____ day of _____, 2019, by and between the FLORIDA DEPARTMENT OF TRANSPORTATION (the "Department"); the SPACE COAST TRANSPORTATION PLANNING ORGANIZATION, an agency of the State of Florida organized and operating pursuant to Section 339.175, Florida Statutes (the "TPO"); the EAST CENTRAL FLORIDA REGIONAL PLANNING COUNCIL, a public body (hereinafter the "Regional Planning Council"); the BREVARD COUNTY SCHOOL BOARD, a public body (hereinafter the "School Board"); the CANAVERAL PORT AUTHORITY, a public body (hereinafter the "Port Authority"); SPACE FLORIDA, an Independent Special District of the State of Florida (hereinafter the "Space Florida"); CITY OF MELBOURNE AIRPORT AUTHORITY, a/k/a the ORLANDO/MELBOURNE INTERNATIONAL AIRPORT AUTHORITY, a public body (hereinafter the "Orlando/Melbourne Airport Authority"); the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, a body politic, d/b/a SPACE COAST AREA TRANSIT (hereinafter the "SCAT") and on behalf of the VALKARIA AIRPORT (hereinafter the "Valkaria Airport"); the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and corporate (the "Expressway Authority"); and on behalf of the TITUSVILLE-COCOA AIRPORT AUTHORITY, a public body (hereinafter the "TICO Authority").

RECITALS

WHEREAS, the Federal Government, under the authority of Title 23 of the United States Code Section 134 and Title 49 United States Code (USC) Section 5303 and any subsequent applicable amendments, requires each metropolitan area, as a condition to the receipt of federal capital or operating assistance, to have a continuing, cooperative, and comprehensive transportation planning process in designated urbanized areas to develop and implement plans and programs consistent with the comprehensively planned development of the metropolitan area;

WHEREAS, Title 23 USC §134, Title 49 USC § 5303, and Section 339.175, Florida Statutes (F.S.), provide for the creation of metropolitan planning organizations to develop transportation plans and programs for urbanized areas;

WHEREAS, Title 23 Code of Federal Regulations (CFR) §450 requires that the State, the Metropolitan Planning Organization, and the operators of publicly owned transportation systems shall enter into an agreement clearly identifying the responsibilities for cooperatively carrying out such transportation planning (including multimodal, systems-level corridor and subarea planning studies pursuant to 23 CFR §450) and programming;

WHEREAS, the TPO, the Department, the Regional Planning Council, the School Board, Space Florida, the Orlando/Melbourne Airport Authority, the Brevard County Board of County commissioners on behalf of SCAT and the Valkaria Airport, and the TICO Authority, all entered into an Intergovernmental Coordination and Review and Public Transportation coordination Joint Planning Agreement, dated June 21st, 2017 and

recorded on July 12, 2017, in Official Records Book 7935, Page 2658, Public Records of Brevard County, Florida (the "ICAR Agreement");

WHEREAS, the parties to the ICAR Agreement are desirous of amending the ICAR to add the Expressway Authority as an additional party to the ICAR Agreement; and

WHEREAS, the process for amendment of the ICAR Agreement is set forth in Section. 6.02 of the ICAR Agreement, which states:

Section 6.02. 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.

WHEREAS, the Expressway Authority was created and operates pursuant to the Central Florida Expressway Authority Law, Section 348.751 *et seq.*, Florida Statutes; and

WHEREAS, the Governing Board of the Expressway Authority is desirous of becoming an additional party to the ICAR Agreement and participating in the joint transportation responsibilities provided for by the ICAR Agreement;

WHEREAS, the undersigned parties have determined that the ICAR Agreement satisfies the requirements of and is consistent with Title 23 CFR §450 and Section 339.175 F.S.; and

WHEREAS, the parties to the ICAR Agreement and this First Amendment to the ICAR Agreement desire to participate cooperatively in the performance, on a continuing basis, of a cooperative and comprehensive transportation planning process to assure that highway facilities, transit systems, bicycle and pedestrian facilities, rail systems, air transportation and other facilities will be located and developed in relation to the overall plan of community development.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representation herein, the parties desiring to be legally bound, do agree to amend the ICAR Agreement as follows:

Section 1. Recitals. Each and all of the foregoing recitals are incorporated herein and acknowledged to be true and correct. Failure of any of the foregoing recitals to be true and correct shall not operate to invalidate this Agreement.

Section 2. Section 1.02 of the ICAR Agreement is amended as follows:

Definitions. The following words when used in this Agreement (unless the context clearly indicates to the contrary) shall have the following meanings:

* * *

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

Expressway Authority means the Central Florida Expressway Authority created and operates pursuant to the Central Florida Expressway Authority Law, Section 348.751 et seq., Florida Statutes

FHWA means and refers to the Federal Highway Administration.

* * *

Metropolitan Planning Organization (MPO) means and refers to the TPO which is the Metropolitan Planning Organization formed pursuant to the Restated Interlocal Agreement for Creation of the Transportation Planning Organization executed on July 15, 2014 and recorded on July 15, 2014 in Official Records Book 7166, Page 2144, Public Records of Brevard County, Florida, as amended from time to time which this Interlocal Agreement as described in Title 23 USC §134, Title 49 USC §5303, and Section 339.175, F.S. ~~This may also be referred to as a Transportation Planning Organization (TPO). In the case of this Agreement, the MPO is the Space Coast Transportation Planning Organization, an agency of the State of Florida organized and operating pursuant to Section 339.175, Florida Statutes.~~

Regional Planning Council means and refers to the East Central Florida Regional Planning Council created pursuant to Section 186.504, F.S., and identified in Chapter 29F-1.001, FAC.

TPO means the Space Coast Transportation Planning Organization, an agency of the State of Florida organized and operating pursuant to Section 339.175, Florida Statutes.

Transportation Improvement Program (TIP) is the staged multi-year program of transportation improvement projects developed by a metropolitan planning organization consistent with the Long-Range Transportation Plan, developed pursuant to Titles 23 USC §134, 49 USC §5303, 23 CFR §450 and Section 339.175, F.S.

* * *

Section 3. Section 2.01 of the ICAR Agreement is amended as follows:

Section 2.01. Coordination with public transportation system operators. This Agreement is to provide for cooperation between the MPO, the Department, the Transit Authority, the Port Authority, the Aviation Authority, the School Board, Space Florida, the Expressway Authority, TICO Authority, and Valkaria Airport in the development and preparation of the UPWP, the TIP, the LRTP, and any applicable Corridor or Subarea Studies.

Section 4. Section 3.01 of the ICAR Agreement is amended as follows:

Section 3.01. Cooperation with operators of public transportation systems; Coordination with local government comprehensive plans.

(a) The MPO shall cooperate with the Transit Authority, Port Authority, Aviation Authority, School Board, Space Florida, TICO Authority, the Expressway Authority, and Valkaria Airport to optimize

the planning and programming of an integrated and balanced intermodal transportation system for the Metropolitan Planning Area.

(b) The MPO shall implement a continuing, cooperative, and comprehensive transportation planning process that is consistent, to the maximum extent feasible, with port, aviation, and spaceport master plans, Expressway Authority plans, and public transit development plans of the units of local governments whose boundaries are within the Metropolitan Planning Area.

(c) * * *

The TPO ~~MPO~~ shall ensure that representatives of ports, transit authorities, rail authorities, the Expressway Authority, and airports within the Metropolitan Planning Area are provided membership on the TPO ~~MPO~~ Technical Advisory Committee.

Section 5. Section 3.02(a), (b), and (d)(1) of the ICAR Agreement is amended as follows:

Section 3.02. Preparation of transportation related plans.

(a) Although the adoption or approval of the UPWP, the TIP, and the LRTP is the responsibility of the TPO ~~MPO~~, development of such plans or programs shall be viewed as a cooperative effort involving the Department, the Transit Authority, the Port Authority, the Expressway Authority, Aviation Authority, the School Board, Space Florida, TICO Authority and Valkaria Airport. In developing its plans and programs, the TPO ~~MPO~~ shall solicit the comments and recommendations of the parties to this Agreement in the preparation of such plans and programs.

(b) When preparing the UPWP, the TIP, or the LRTP, or preparing other than a minor amendment thereto (as determined by the MPO), the MPO shall provide notice to the Department, the Transit Authority, the Port Authority, Aviation Authority, the School Board, Space Florida, the Expressway Authority, TICO Authority and Valkaria Airport, advising them of the scope of the work to be undertaken and inviting comment and participation in the development process. The TPO ~~MPO~~ shall ensure that the chief operating officials of the Department, the Transit Authority, the Port Authority, Aviation Authority, the School Board, Space Florida, the Expressway Authority, TICO Authority and Valkaria Airport, shall receive at least fifteen (15) days written notice of all public workshops and hearings, or the specified number of days set forth in the TPO ~~MPO~~ bylaws, or public participation plan, relating to the development of such plans and programs.

* * *

(d) Multi-modal transportation agency plans.

(1) In developing the TIP, the LRTP, or Corridor or Subarea studies, or preparing other than a minor amendment thereto (as determined by the TPO ~~MPO~~), the TPO ~~MPO~~ shall analyze the master

plans of the Canaveral Port Authority, the School Board, Space Florida, Orlando/Melbourne Airport Authority, the Expressway Authority, SCAT, TICO Authority and Valkaria Airport. Based upon the foregoing review and a consideration of other transportation-related factors, the TPO MPO, shall from time to time and as appropriate, provide recommendations to the parties to this Agreement as well as local governments within the Metropolitan Planning Area, for the development, amendment, and implementation of their master, development, or comprehensive plans.

Section 6. Section 5.02 of the ICAR Agreement is amended as follows:

Section 5.02. Initial resolution. The affected parties to this Agreement shall, at a minimum, ensure the attempted early resolution of conflicts relating to such matters. Early resolution shall be handled by direct discussion between the following officials:

Florida Department of Transportation: District Director for Planning and Programs

TPO MPO: Space Coast Transportation Planning Organization: Executive Director

East Central Florida Regional Planning Council: Executive Director

Central Florida Expressway Authority; Executive Director

Brevard County School Board: Transportation Director

Canaveral Port Authority: Chief Executive Officer

Space Florida: President

Melbourne Airport Authority: Executive Director

Space Coast Area Transit: Director

Titusville-Cocoa Airport Authority: Executive Director

Valkaria Airport: Director

Section 7. Section 5.03 of the ICAR Agreement is amended as follows:

Section 5.03. Resolution by senior agency official. If the conflict remains unresolved, the conflict shall be resolved by the following officials:

Florida Department of Transportation: District Secretary

Space Coast Transportation Planning Organization (TPO): ~~Chairman~~ of the Governing Board

East Central Florida Regional Planning Council: Chairman of the Board

Central Florida Expressway Authority; Chair of the Board

Space Coast Area Transit: County Manager

Canaveral Port Authority: Chairman of the Governing Board

Melbourne Airport Authority: Chairman of the Governing Board

Space Florida: President

Titusville-Cocoa Airport Authority: Executive Director

Valkaria Airport: County Manager

Brevard County School Board: Superintendent

Section 8. Section 6.04 of the ICAR Agreement is amended as follows:

Section 6.04. 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 is required to be given and shall be addressed as follows:

*TPO Executive Director
Space Coast TPO – Building B
2725 Judge Fran Jamieson Way*

*Executive Director
East Central Florida Regional
Planning Council,
455 N. Garland Ave.
Suite 414
Orlando, FL 32801*

*Transportation Director
Brevard County School Board
2700 Judge Fran Jamieson Way
Viera, FL 32940*

*Chief Executive Officer
Canaveral Port Authority
445 Challenger Road, Suite 301
Cape Canaveral, FL 32920*

*President
Space Florida
505 Odyssey Way
Suite 300
Exploration Park, FL 32953
~~P.O. Box 656~~
~~Cape Canaveral, FL 32920~~*

*Executive Director
Melbourne International Airport
Authority, One Air Terminal
Pkwy, Suite 220
Melbourne, FL 32901*

*Executive Director
Titusville-Cocoa Airport Authority
355 Golden Knight Blvd
Titusville, FL 32780*

*Director
Valkaria Airport
2865 Greenbrooke Street
Valkaria, FL 32950*

*Director
Space Coast Area Transit
401 S Varr Ave
Cocoa, FL 32922*

*Secretary, District Five
Florida Department of
Transportation
719 South Woodland Blvd
DeLand, FL 32720*

Executive Director
Central Florida Expressway Authority
4979 ORL Tower Road
Orlando, FL 32807

A party may unilaterally change its address or addressee by giving notice in writing to the other parties as provided in this section. Thereafter, notices, demands and other pertinent correspondence shall be addressed and transmitted to the new address.

Section 9. Interpretation of this First Amendment to ICAR Agreement.

(a) Drafters of Agreement. All parties hereto were each represented by, or afforded the opportunity for representation by legal counsel, and participated in the drafting of this Agreement and in the choice of wording. Consequently, no provision hereof should be more strongly construed against any party as drafter of this Agreement.

(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 judgment, court order, or administrative hearing or order shall not affect any other provisions or applications in other circumstances, all of which shall remain in full force and effect; provided, that such remainder would then continue to conform to the terms and requirements of applicable law.

(c) Amendment Interpretation. New text to the ICAR Agreement is underlined. Deleted text is ~~stricken through~~. The use of asterisks (* * *) indicates text that is not an amendment in the ICAR Agreement but which is not depicted in this First Amendment to the ICAR Agreement.

Section 10. Agreement execution; use of counterpart signature pages, facsimile deemed as original.

(a) 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.

(b) Acceptance of this Agreement may be made by facsimile or electronic transmission. Receipt of the facsimile, or electronic transmission shall for the purposes of this Agreement be deemed to be an original, including signatures.

Section 11. Effective date. This First Amendment to ICAR Agreement shall become effective upon its execution by all parties hereto and recordation in the Public Records of Brevard County, Florida.

IN WITNESS WHEREOF, the undersigned parties have executed this Joint Participation Agreement on behalf of the referenced legal entities.

Signed, Sealed, and Delivered in the presence of:

SPACE COAST TRANSPORTATION
PLANNING ORGNIZATION, an
agency of the State of Florida
operating pursuant to Section
339.175, Florida Statues

By: _____

Name: Kathy Meehan

Title: Chairman, Space Coast TPO

Attest:

Name: Georganna Gillette

Title: Space Coast TPO, Executive
Director

Date: _____

(SEAL)

STATE OF FLORIDA,
DEPARTMENT OF
TRANSPORTATION,
an agency of the State Florida
created pursuant to Section 20.23,
Florida Statues by and through
STATE OF FLORIDA
DEPARTMENT OF
TRANSPORTATION,
an agency of the State Florida
created pursuant to Section 20.23,
Florida Statues by and through
it's authorized District Secretary

By: _____

Name: _____

Title: District Secretary

Attest:

By: _____

Name: _____

Title: Executive Secretary

(SEAL)

Date: _____

Reviewed:

District Counsel

Date: _____

**FIRST AMENDMENT TO INTERGOVERNMENTAL COORDINATION
AND REVIEW AND PUBLIC TRANSPORTATION COORDINATION
JOINT PLANNING AGREEMENT**

IN WITNESS WHEREOF, the undersigned parties have executed this Joint Participation Agreement on behalf of the referenced legal entities.

Signed, Sealed, and Delivered in the presence of:

BREVARD COUNTY SCHOOL BOARD,
a public body

By: _____

Name: _____

Title: Transportation Director

Attest:

Name:

Title:

Date:

(Seal)

IN WITNESS WHEREOF, the undersigned parties have executed this Joint Participation Agreement on behalf of the referenced legal entities.

Signed, Sealed, and Delivered in the presence of:

EAST CENTRAL FLORIDA REGIONAL
PLANNING COUNCIL, a public body

By: _____

Name: Hugh W. Harling, Jr.

Title: Executive Director

Attest:

Name:

Title:

Date:

IN WITNESS WHEREOF, the undersigned parties have executed this Joint Participation Agreement on behalf of the referenced legal entities.

Signed, Sealed, and Delivered in the presence of:

CANAVERAL PORT AUTHORITY,
an independent special taxing district and
political subdivision of the State of Florida

By: _____

Name: Micah Loyd

Title: Chairman

Attest:

Name:

Title: Secretary/Treasurer

Date:

IN WITNESS WHEREOF, the undersigned parties have executed this Joint Participation Agreement on behalf of the referenced legal entities.

Signed, Sealed, and Delivered in the presence of:

ORLANDO/MELBOURNE AIRPORT
AUTHORITY, a public body

By: _____

Name: Greg Donovan

Title: Executive Director

Attest:

Name:

Title:

Date:

IN WITNESS WHEREOF, the undersigned parties have executed this Joint Participation Agreement on behalf of the referenced legal entities.

Signed, Sealed, and Delivered in the presence of:

BREVARD COUNTY, a political subdivision of the State of Florida as governing body with jurisdiction over Space Coast Area Transit and Valkaria Airport

By: _____

Name: Kristine Isnardi

Title: Chairman

As approved by the Board on

Attest:

Name: Scott Ellis

Title: Clerk of the Court

Date: _____

(Seal)

IN WITNESS WHEREOF, the undersigned parties have executed this Joint Participation Agreement on behalf of the referenced legal entities.

Signed, Sealed, and Delivered in the presence of:

TITUSVILLE-COCOA AIRPORT AUTHORITY,
a public body

By: _____

Name: Michael Powell

Title: Chief Executive Officer

Attest:

Name: _____

Title: Administrative Manager

Date: _____

IN WITNESS WHEREOF, the undersigned parties have executed this Joint Participation Agreement on behalf of the referenced legal entities.

Signed, Sealed, and Delivered in the presence of:

SPACE FLORIDA, an independent Special
District of the State of Florida

By: _____

Name: Frank DiBello

Title: President

Attest:

Name: _____

Title: Manager, Contract Compliance

Date: _____

IN WITNESS WHEREOF, the undersigned parties have executed this Joint Participation Agreement on behalf of the referenced legal entities.

Signed, Sealed, and Delivered in the presence of:

CENTRAL FLORIDA EXPRESSWAY AUTHORITY,
a body politic and corporate

By: _____

Name: Laura Kelley

Title: Executive Director

Attest:

(SEAL)

Name: _____

Title: _____

Date: _____