

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

RESTATED
INTERLOCAL AGREEMENT FOR CREATION OF THE
TRANSPORTATION PLANNING ORGANIZATION

THIS INTERLOCAL AGREEMENT for the formation of a Transportation Planning Organization is made and entered into on this 15 day of July, 2014, by and between the FLORIDA DEPARTMENT OF TRANSPORTATION; the COUNTY OF BREVARD; the CITY OF CAPE CANAVERAL, Florida; the CITY OF COCOA, Florida; CITY OF COCOA BEACH, Florida; TOWN OF INDIALANTIC, Florida; CITY OF INDIAN HARBOUR BEACH, Florida; CITY OF MELBOURNE, Florida; TOWN OF MELBOURNE BEACH, Florida; CITY OF PALM BAY, Florida; CITY OF ROCKLEDGE, Florida; CITY OF SATELLITE BEACH, Florida; CITY OF TITUSVILLE, Florida; CITY OF WEST MELBOURNE, Florida; and CANAVERAL PORT AUTHORITY, collectively known as "the parties."

RECITALS

WHEREAS, the federal government, under the authority of Title 23 United States Code (USC) §134 and Title 49 USC §5303, requires each metropolitan area, as a condition for the receipt of federal capital or operating assistance, to 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;

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

WHEREAS, Title 23 USC §134 and Title 49 USC §§5303-5305, as amended by the Moving Ahead for Progress in the 21st Century Act (MAP-21) and Section 339.175, Florida Statutes (F.S.), provide for the creation of Transportation planning organizations to develop transportation plans and programs for urbanized areas;

WHEREAS, pursuant to Titles 23 USC §134(d), 49 USC§5303, 23 CFR §450.310(b), and Section 339.175(2), F.S., a determination has been made by the Governor and units of general purpose local government representing at least 75 percent of the affected population (including the largest incorporated city, based on population as named by the Bureau of Census) in the urbanized area to redesignate the Brevard Transportation planning organization;

WHEREAS, pursuant to this Interlocal Agreement, the parties wish to collectively participate in the metropolitan planning process as the Space Coast Transportation Planning Organization, which final approval was memorialized in the Interlocal Agreement for Creation of the Brevard Transportation planning organization recorded on February 21, 2005, in Official Records Book 5425, Page 144, Public Records of Brevard County, Florida, and re-recorded on May 12, 2006, in Official Records Book 5644, Page 5967, Public Records of Brevard County, Florida; for all of Brevard County, herein after referred to as "the Transportation planning organization" or "the TPO". Further, the parties approved by unanimous vote an apportionment and boundary plan for presentation to the Governor on the 14th day of February, 2014;

WHEREAS, pursuant to Section 339.175(3), Florida Statutes (2003), by letter to Mr. Larry L. Schultz dated January 14, 2004, the Governor approved the boundary apportionment plan of the members of the

proposed Brevard Transportation planning organization as set forth in this Agreement, and by letter to TPO Governing Board Chairman Jerry Allender dated July 6, 2013, the Governor agreed to reaffirm the apportionment plan of the members of the Space Coast Transportation Planning Organization and as set forth in this Agreement;

WHEREAS, because the metropolitan statistical area includes all of Brevard County, pursuant to Section 339.175(2)(c), Florida Statutes, and consistent with 23 United States Code Section 134(e), 49 United States Code Section 5303, 23 Code of Federal Regulations Section 450.310 by letter to TPO Governing Board Chairman Jerry Allender dated July 6, 2013, the Governor agreed to affirm the planning and jurisdictional boundaries of the Space Coast Transportation Planning Organization, which is set forth in this Agreement;

WHEREAS, pursuant to Title 23 CFR §450.314(a), and Section 339.175(10), F.S., an Interlocal Agreement must be entered into by the Department, the TPO, and the governmental entities and public transportation operators to identify the responsibility of each party for cooperatively carrying out a comprehensive transportation planning process;

WHEREAS, an Interlocal Agreement for Creation of the Brevard Transportation planning organization recorded on February 21, 2005, in Official Records Book 5425, Page 144, Public Records of Brevard County, Florida, and re-recorded on May 12, 2006, in Official Records Book 5644, Page 5967, Public Records of Brevard County, was entered into by the Florida Department of Transportation, Brevard County, the Canaveral Port Authority, and eleven (11) municipalities creating the Brevard Transportation Planning Organization;

WHEREAS, the aforementioned agreement was twice amended by the First Amendment to the Interlocal Agreement for Creation of the Brevard Transportation Planning Organization recorded on September 13, 2006, in Official Records Book 5696, Page 8801, Public Records of Brevard County, Florida, and the Second Amendment to the Interlocal Agreement for Creation of the Space Coast Transportation Planning Organization f/k/a the Brevard Transportation Planning Organization recorded on January 8, 2009, in Official Records Book 5906, Page 3023, Public Records of Brevard County, Florida;

WHEREAS, pursuant to the Second Amendment to the Interlocal Agreement for Creation of the Space Coast Transportation Planning Organization f/k/a the Brevard Transportation Planning Organization recorded on January 8, 2009, in Official Records Book 5906, Page 3023, Public Records of Brevard County, Florida, the Brevard Transportation Planning Organization was renamed the Space Coast Transportation Planning Organization;

WHEREAS, it is the intent of the signatories to this Interlocal Agreement to reaffirm the existence of the Space Coast Transportation Planning Organization and to revise and restate the provisions for the operation of the TPO;

WHEREAS, the undersigned parties have determined that this Interlocal Agreement satisfies the requirements of and is consistent with Section 339.175(10), F.S.;

WHEREAS, the undersigned parties have determined that this Interlocal Agreement is consistent with statutory requirements set forth in Section 163.01, F.S., relating to Interlocal Agreements; and

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 Interlocal Agreement.

Section 1.02. Definitions. The following words when used in this Interlocal Agreement (unless the context shall clearly indicate the contrary) shall have the following meanings:

Interlocal Agreement means and refers to this instrument, as may be amended from time to time.

Department means and refers 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 (LRTP) is the 20-year transportation planning horizon which includes transportation facilities; identifies 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 Title 23 USC §134(c), Title 49 USC §5303, Title 23 CFR §450.322, and Section 339.175(7), F.S.

Metropolitan Planning Area means and refers to the planning area determined by agreement between the TPO and the Governor for the urbanized area containing at least a population of 50,000 as described in Title 23 USC §134(b)(1), Title 49 USC §5303, and Section 339.175(2)(c) and (d), F.S., and including the existing urbanized area and the contiguous area expected to become urbanized within a 20-year forecast period, which shall be subject to the Transportation planning organization's planning authority.

TPO means and refers to the Transportation planning organization formed pursuant to this Interlocal Agreement as described in 23 USC §134(b)(2), 49 USC §5303, and Section 339.175(1), F.S.

Transportation Improvement Program (TIP) is the staged multi-year program of transportation improvement projects developed by a Transportation planning organization consistent with the Long Range Transportation Plan, developed pursuant to 23 USC §134(j), 49 USC §5303, 23 CFR §450.324 and Section 339.175(8), F.S.

Unified Planning Work Program (UPWP) is the biennial program developed in cooperation with the Department and public transportation providers, that identifies the planning priorities and activities to be carried out within a metropolitan planning area to be undertaken during a 2-year period, together with a complete description thereof and an estimated budget, all as required by 23 CFR §450.308, and Section 339.175(9), F.S.

ARTICLE 2 PURPOSE

Section 2.01. General Purpose. The purpose of this Interlocal Agreement is to establish the TPO and recognize the boundary and apportionment approved by the Governor. This Interlocal Agreement shall serve:

- (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 planning area 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 a multi-modal and intermodal transportation system for the metropolitan planning 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 planning area in cooperation with the Department;
- (d) To assure eligibility for the receipt of federal capital and operating assistance pursuant to Title 23 USC §134 and Title 49 USC §§5303, 5304, 5305, 5307, 5309, 5310, 5311, 5314, 5326, 5337 and 5339, 5340; and
- (e) To carry out the metropolitan transportation planning process, in cooperation with the Department, as required by federal, state and local laws.

Section 2.02. Major TPO Responsibilities. The TPO is intended to be a forum for cooperative decision making by officials of the governmental entities which are parties to this Interlocal Agreement in the development of transportation-related plans and programs, including but not limited to:

- (a) The LRTP;
- (b) The TIP;
- (c) The UPWP;
- (d) Incorporating performance goals, measures, and targets into the process of identifying and selecting needed transportation improvements and projects;
- (e) A congestion management process for the metropolitan area and coordinated development of all other transportation management systems required by state or federal law;
- (f) Assisting the Department in mapping transportation planning boundaries required by state or federal law;
- (g) Supporting the Department in performing its duties relating to access management, functional classification of roads, and data collection; and
- (h) Performing such other tasks required by state or federal law.

Section 2.03. Coordination with the Department and Consistency with Comprehensive Plans. Chapter 334, F.S., grants broad authority for the Department's role in transportation. Section 334.044, F.S., includes the legislative intent declaring 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, F.S., requires the Department to develop a statewide transportation plan, which considers, to the maximum extent feasible, strategic regional policy plans, TPO plans, and approved local government comprehensive plans. Section 339.175(5), F.S., specifies the authority and responsibility of the TPO and the Department to manage a continuing, cooperative, and comprehensive transportation planning process for the metropolitan area.

In fulfillment of this purpose and in the exercise of the various powers granted by Chapters 334 and 339, F.S., the parties to this Interlocal Agreement acknowledge that decisions made by the TPO will be coordinated with the Department. All parties to this Interlocal Agreement acknowledge that actions taken pursuant to this Interlocal Agreement will be consistent with local government comprehensive plans.

ARTICLE 3 TPO ORGANIZATION AND CREATION

Section 3.01. Redesignation of the TPO. By letter to Governing Board Chairman Larry Schultz dated January 14, 2004, the Governor agreed to redesignate the Brevard Transportation planning organization, now known as the Space Coast Transportation Planning Organization. That redesignation was agreed to and memorialized by virtue of the Interlocal Agreement for Creation of the Brevard Transportation planning organization recorded on February 21, 2005, in Official Records Book 5425, Page 144, Public Records of Brevard County, Florida, and re-recorded on May 12, 2006, in Official Records Book 5644, Page 5967, Public Records of Brevard County, Florida.

Section 3.02. Establishment of TPO. The TPO for the metropolitan planning area as described in the membership apportionment plan approved by the Governor is hereby reaffirmed pursuant to this Interlocal Agreement to carry out the purposes and functions set forth in Articles 2 and 5, 23 U.S.C. §134, 49 U.S.C. §5303, and Section 339.175, Florida Statutes. The legal name of this Transportation planning organization is the Space Coast Transportation Planning Organization.

Section 3.03. Boundaries of TPO. By letter to TPO Governing Board Chairman Jerry Allender dated July 6, 2013, the Governor agreed to the boundaries of the Space Coast Transportation Planning Organization, as including all of Brevard County, Florida. Given that the metropolitan statistical area for Brevard County includes all of Brevard County, the boundaries for the TPO are supported by the provisions of Section 339.175(2)(b), Florida Statutes. Consequently, the jurisdictional boundaries of the Space Coast Transportation Planning Organization consists of all of Brevard County, Florida.

Section 3.04. TPO 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 Interlocal Agreement, the TPO will, to the extent of its legal capacity, comply with all applicable laws and requirements.

Section 3.05. Governing board to act as policy-making body of TPO. The governing board established pursuant to Section 4.01 of this Interlocal Agreement shall act as the policy-making body for the TPO, and will be responsible for coordinating the cooperative decision-making process of the TPO's actions, and will take required actions as the TPO.

Section 3.06. Data, reports, records, and other documents. Subject to the right to claim an exemption from the Florida Public Records Law, Chapter 119, F.S., the parties shall provide to each other such data, reports, records, contracts, and other documents in its possession relating to the TPO as is requested. Charges are to be in accordance with Chapter 119, F.S.

Section 3.07. Rights of review. All parties to this Interlocal Agreement and the affected federal funding agencies (e.g., FHWA, FTA, and FAA) shall have the rights of technical review and comment on TPO's projects.

ARTICLE 4 COMPOSITION; MEMBERSHIP; TERMS OF OFFICE

Section 4.01. Composition and membership of governing board.

(a) The membership of the TPO shall consist of nineteen voting members and one non-voting advisor. 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:

Brevard County	5 representatives ^{1/}
Canaveral Port Authority	1 representative
City of Cape Canaveral	1 shared representative ^{2/}
City of Cocoa	1 representative
City of Cocoa Beach	1 shared representative ^{2/}
City of Indian Harbour Beach	1 shared representative ^{3/}
City of Melbourne	3 representatives ^{4/}
City of Palm Bay	3 representatives
City of Rockledge	1 representative
City of Satellite Beach	1 shared representative ^{3/}
City of Titusville	2 representatives
City of West Melbourne	1 representative
Town of Indialantic	1 shared representative ^{3/}
Town of Melbourne Beach	1 shared representative ^{3/}
Florida Department of Transportation	1 non-voting advisor ^{5/}

^{1/} The Brevard County Board of County Commissioners also represent Space Coast Area Transit ("SCAT"), an agency which operates a major mode of transportation, Titusville-Cocoa Airport District and the Titusville-Cocoa Airport Authority ("TICO"), and Valkaria Airport.

^{2/} The City of Cape Canaveral and the City of Cocoa Beach have formed the North Beaches Coalition, and pursuant to Section 339.175(4)(b), Florida Statutes (2014), share one voting delegate on the TPO Governing Board.

^{3/} The City of Indian Harbour Beach, the City of Satellite Beach, the Town of Indialantic, and the Town of Melbourne Beach have formed the South Beaches Coalition, and pursuant to Section 339.175(4)(b), Florida Statutes (2014), share one voting delegate on the TPO Governing Board.

^{4/} The City of Melbourne also represents the City of Melbourne Airport Authority. One City Council member appointed by the City of Melbourne must also serve on the Governing Board of the City of Melbourne Airport Authority.

^{5/} The Florida Department of Transportation is a party to this Interlocal Agreement pursuant to Section 339.175(2)(b), Florida Statutes (2014). The Florida Department of Transportation is not a member of the TPO

Governing Board but serves as a non-voting advisor pursuant to Section 339.175(4)(a), Florida Statutes (2014).

(b) All voting representatives shall be elected officials of general purpose local governments, except to the extent that the TPO includes, as part of its apportioned voting membership, a member of a statutorily authorized planning board, an official of an agency that operates or administers a major mode of transportation. All individuals acting as a representative of the governing board of the county, a municipality or consortium of municipalities, or authority, shall first be selected by said governing board. In the case of the Cities of Satellite Beach and Indian Harbour Beach, and the Towns of Indialantic and Melbourne Beach, these municipalities have created a consortium that has been allocated one (1) vote on the TPO Governing Board. The voting delegate shall be alternated among the four (4) municipalities as provided in the Interlocal Agreement with Respect to Voting Representation on the Space Coast Transportation Planning Organization for the South Beaches Coalition recorded on December 12, 2013, in Official Records Book 7029, Page 2904, Public Records of Brevard County, Florida, between the four (4) municipalities. In the case of the Cities of Cocoa Beach and Cape Canaveral, these municipalities have created a consortium that has been allocated one (1) vote on the TPO Governing Board. The voting delegate shall be alternated among the two (2) municipalities as provided in the Interlocal Agreement with respect to Voting Representation on the Space Coast Transportation Planning Organization [for the North Beaches Coalition] recorded on March 7, 2013, in Official Records Book 6819, Page 912, Public Records of Brevard County, Florida, between the two municipalities.

(c) All five members of the Board of County Commissioners shall be members of the TPO Governing Board.

(d) In the event that a governmental entity that is a member of the TPO fails to fill an assigned appointment to the TPO within sixty days after notification by the Governor of its duty to appoint a representative, that appointment shall then 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 TPO shall be four 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 year terms, except in the case of the shared membership of the consortium of the Cities of Satellite Beach and Indian Harbour Beach and the Towns of Indialantic and Melbourne Beach and in the case of the shared membership of the consortium of the Cities of Cocoa Beach and Cape Canaveral. The procedure for the designation of the TPO representative shared by the Cities of Satellite Beach and Indian Harbour Beach and the Towns of Indialantic and Melbourne Beach shall be as set forth in the Interlocal Agreement with Respect to Voting Representation on the Space Coast Transportation Planning Organization for the South Beaches Coalition between the City of Satellite Beach, the City of Indian Harbour Beach, the Town of Melbourne Beach and the Town of Indialantic recorded on December 12, 2013, in Official Records Book 7029, Page 2904, Public Records of Brevard County, Florida. The procedure for the designation of the TPO representative shared by the Cities of Cape Canaveral and Cocoa Beach shall be as set forth in the Interlocal Agreement with respect to Voting Representation on the Space Coast Transportation Planning Organization [for the North Beaches Coalition] recorded on March 7, 2013, in Official Records Book 6819, Page 912, Public Records of Brevard County.

ARTICLE 5

AUTHORITIES, POWERS, DUTIES AND RESPONSIBILITIES

Section 5.01. General authority. The TPO 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(5) and (6), Florida Statutes.

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

- (a) As provided in Section 339.175(6)(g), F.S., the TPO 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), F.S., the TPO may enter into contracts for the performance of service functions of public agencies;
- (c) As provided in Section 163.01(5)(j), F.S., the TPO may acquire, own, operate, maintain, sell, or lease real and personal property;
- (d) As provided in Section 163.01(5)(m), F.S., the TPO may accept funds, grants, assistance, gifts or bequests from local, state, and federal resources;
- (e) The TPO 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
- (f) The TPO shall have such powers and authority as specifically provided in Section 163.01 and Section 339.175(5) and (6), F.S., and as may otherwise be provided by federal or state law.

Section 5.03. Duties and responsibilities. In addition to those duties and responsibilities set forth in Article 2, the TPO shall have the following duties and responsibilities:

- (a) As provided in Section 339.175(6)(d), F.S., the TPO shall create and appoint a Technical Advisory Committee;
- (b) As provided in Section 339.175(6)(e), F.S., the TPO shall create and appoint a Citizens' Advisory Committee;
- (c) As provided in Section 163.01(5)(o), F.S., the TPO membership shall be jointly and severally liable for liabilities, and the TPO 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(9), F.S., the TPO shall establish an estimated budget which shall operate on a fiscal year basis consistent with any requirements of the UPWP;
- (e) The TPO, in cooperation with the Department, shall carry out the metropolitan transportation

planning process as required by Title 23 CFR Parts 420 and 450, and Title 49 CFR Part 613, Subpart A, and consistent with Chapter 339, F.S., and other applicable state and local laws;

- (f) As provided in Section 339.175(10)(a), F.S., the TPO 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) The TPO, as appropriate, shall execute agreements with other transportation planning organizations to foster the planning and coordination of regional transportation facilities and services;
- (h) Prepare the Long-Range Transportation Plan;
- (i) In cooperation with the Department, prepare the Transportation Improvement Program;
- (j) In cooperation with the Department, prepare and bi-annually update the Unified Planning Work Program;
- (k) Prepare a congestion management system for the metropolitan area;
- (l) Assist the Department in mapping transportation planning boundaries required by state or federal law;
- (m) Assist the Department in performing its duties relating to access management, functional classification of roads, and data collection;
- (n) Perform such other tasks presently or hereafter required by state or federal law;
- (o) Execute certifications and agreements necessary to comply with state or federal law; and
- (p) Adopt operating by-laws and procedures.

ARTICLE 6

FUNDING; INVENTORY REPORT; RECORD-KEEPING

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

Section 6.02. Inventory report. The TPO agrees to inventory, to maintain records of and to insure proper use, control, and disposal of all non-expendable tangible property acquired pursuant to funding under this Interlocal Agreement. This shall be done in accordance with the requirements of Title 23 CFR Part 420, Subpart A, Title 49 CFR Part 18, Subpart C, and all other applicable federal regulations.

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

Section 6.04 Compliance with laws. All parties shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the parties in conjunction with this Agreement. Specifically, if a party is acting on behalf of a public agency the party shall:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the Department in order to perform the services being performed by the party.
- (b) Provide the public with access to public records on the same terms and conditions that the Department would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the Department all public records in possession of the party upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Department in a format that is compatible with the information technology systems of the Department.

ARTICLE 7 MISCELLANEOUS PROVISIONS

Section 7.01. Constitutional or statutory duties and responsibilities of parties. This Interlocal Agreement shall not be construed to authorize the delegation of the constitutional or statutory duties of any of the parties. In addition, this Interlocal 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 Interlocal Agreement or any legal or administrative entity created or authorized by this Interlocal Agreement, in which case this performance may be offered in satisfaction of the obligation or responsibility.

Section 7.02. Amendment of Interlocal Agreement. Amendments or modifications of this Interlocal Agreement may only be made by written agreement signed by all parties hereto with the same formalities as the original Interlocal Agreement. No amendment may alter the apportionment or jurisdictional boundaries of the TPO without approval by the Governor.

Section 7.03. Continuation of existing entity. This Interlocal Agreement does not create a new transportation planning organization or other legal entity. The provisions appearing in this Interlocal Agreement, so far as they are substantially the same as those of provisions existing prior to the adoption of this Interlocal Agreement, shall be considered as continuations thereof and not as new enactments. Nothing in this Interlocal Agreement shall be construed to repeal or otherwise affect the validity of any of the previous acts of the Space Coast Transportation Planning Organization, and this Agreement is a revision and restatement of the Interlocal Agreement recorded on February 21, 2005, in Official Records Book 5425, Page 144, Public Records of Brevard County, Florida, and re-recorded on May 12, 2006, in Official Records Book 5644, Page 5967, Public Records of Brevard County. This Interlocal Agreement shall not affect any prior decision or action of the TPO with regard to: (1) The promise or guarantee of the payment of money by the TPO, or any evidence of the TPO's indebtedness or any contract,

agreement, lease, deed or other instrument or obligation by the TPO; (2) Any right granted by the TPO; (3) Any determination or action establishing positions, classifying positions and setting salaries of TPO officers or employees; (4) Any determination or action establishing any personnel regulations; (5) Any appropriation by the TPO Governing Board; or (6) Any other action of the TPO. All previous actions of the TPO are hereby reconfirmed.

Section 7.04. Duration; withdrawal procedure.

- (a) Duration. This Interlocal Agreement shall remain in effect until terminated by the parties to this Interlocal Agreement; provided, however, that by no later than 2024 and at least every five (5) years thereafter following the decennial census, the Governor shall examine the composition of the TPO membership and reapportion it as necessary to comply with Section 339.175, Florida Statutes, as appropriate. During examination of the TPO apportionment every five (5) years by the Governor, this Agreement shall be reviewed by the TPO and the Department to confirm the validity of the contents and to recommend amendments, if any, that are required.
- (b) Withdrawal procedure. Any party, except the Brevard Board of County Commissioners and the United States Bureau of the Census designated largest incorporated city, may withdraw from this Interlocal Agreement after presenting in written form a notice of intent to withdraw to the other parties to this Interlocal Agreement and the TPO, at least 90 days prior to the intended date of withdrawal. Upon receipt of the intended notice of withdrawal:
 - (1) The withdrawing member and the TPO 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 TPO shall contact The Office of the Governor , and the Governor, with the agreement of the remaining members of the TPO, shall determine whether any reapportionment of the membership shall be appropriate. The Governor and the TPO shall review the previous TPO designation, applicable federal, Florida and local law, and TPO rules for appropriate revision. In the event that another entity is to accorded membership in the place of the member withdrawing from the TPO, the parties acknowledge that pursuant to 23 CFR §450.310(l)(2), adding membership to the TPO does not automatically require redesignation of the TPO. In the event that a party who is not a signatory to this Interlocal Agreement is afforded membership in the TPO, membership shall not become effective until this Interlocal Agreement is amended to reflect that the new member has joined the TPO.

Section 7.05. 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:

Space Coast TPO Chairman
Brevard County Governmental Center
2725 Judge Fran Jamieson Way
Building B, MS #82
Melbourne, Florida 32940

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 7.06. Interpretation.

- (a) Drafters of the Interlocal Agreement. The Department and the members of the TPO 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 Interlocal Agreement.
- (b) Severability. Invalidation of any one of the provisions of this Interlocal Agreement or any part, clause or word, 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) Rules of construction. In interpreting this Interlocal 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 7.07. Enforcement by parties hereto. In the event of any judicial or administrative action to enforce or interpret this Interlocal Agreement by any party hereto, each party shall bear its own attorney’s fees in connection with such proceeding.

Section 7.08. Interlocal Agreement execution; Use of counterpart signature pages. This Interlocal 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 7.09. Effective date; Cost of recordation.


- (a) Effective date. Pursuant to Sections 163.01(11) and 339.175(2)(b), Florida Statutes, because this Interlocal Agreement creates a separate legal entity which maintains its principal place of business in Brevard County, this Interlocal Agreement shall become effective upon its filing in the Office of the Clerk of the Circuit Court of Brevard County. 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. The provisions of this Section 7.09 are remedial to the date of recording of the original Interlocal Agreement for Creation of the Brevard Transportation planning organization recorded on February 21, 2005, in Official Records Book 5425, Page 144, Public Records of Brevard County, Florida, and re-recorded on May 12, 2006, in Official Records Book 5644, Page 5967, Public Records of Brevard County.
- (b) Recordation. The Space Coast Transportation Planning Organization hereby agrees to pay for any costs of recordation or filing of this Agreement in the Office of the Clerk of the Circuit

Court. In accordance with Section 163.01(11), Florida Statutes (2014), where the parties to the Interlocal Agreement are in multiple counties, the Interlocal Agreement and any amendments thereto may be filed with the clerk of the circuit court in the county where the administrative entity maintains its principal place of business, which for the purposes of the Space Coast Transportation Planning Organization and this Interlocal Agreement is Brevard County. The recorded or filed original hereof, or any amendment, shall be returned to the TPO for filing in its records.

IN WITNESS WHEREOF, the undersigned parties have executed this Interlocal Agreement on behalf of the referenced legal entities and hereby re-establish the above designated Space Coast Transportation Planning Organization.

Signed, Sealed and Delivered in the presence of:

BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS



Mary Bolin Lewis, Chairman

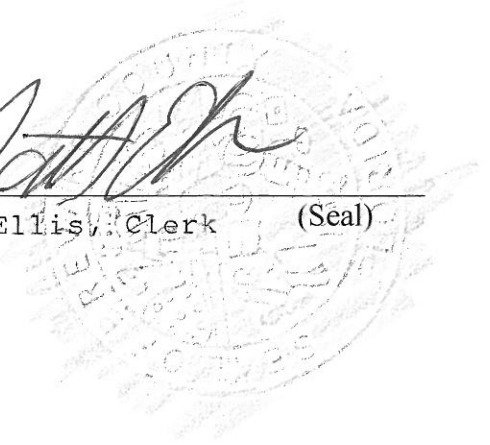
As approved by the Board
on MAY 13 2014.

Item # II.D.2

ATTEST:



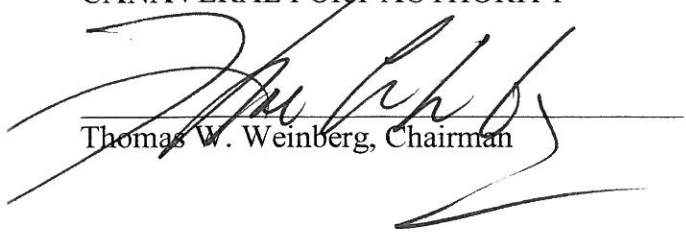
Scott Ellis, Clerk (Seal)



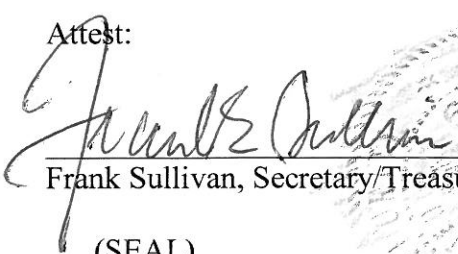
IN WITNESS WHEREOF, the undersigned parties have executed this Interlocal Agreement on behalf of the referenced legal entities and hereby re-establish the above designated Space Coast Transportation Planning Organization.

Signed, Sealed and Delivered in the presence of:

CANAVERAL PORT AUTHORITY


Thomas W. Weinberg, Chairman

Attest:


Frank Sullivan, Secretary/Treasurer

(SEAL)



IN WITNESS WHEREOF, the undersigned parties have executed this Interlocal Agreement on behalf of the referenced legal entities and hereby re-establish the above designated Space Coast Transportation Planning Organization.

Signed, Sealed and Delivered in the presence of:

CITY OF CAPE CANAVERAL, FLORIDA,
a Florida Municipal Corporation

David L. Greene

David L. Greene, City Manager

Attest:

Angela M. Apperson

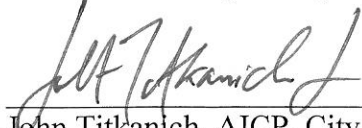
Angela M. Apperson, MMC, City Clerk

(CITY SEAL)

IN WITNESS WHEREOF, the undersigned parties have executed this Interlocal Agreement on behalf of the referenced legal entities and hereby re-establish the above designated Space Coast Transportation Planning Organization.


Signed, Sealed and Delivered in the presence of:

CITY OF COCOA, FLORIDA,
a Florida Municipal Corporation



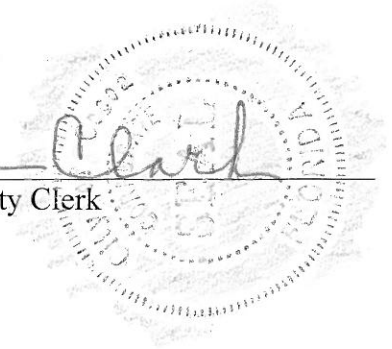
John Titkanich, AICP, City Manager

Attest:



Joan Clark, City Clerk

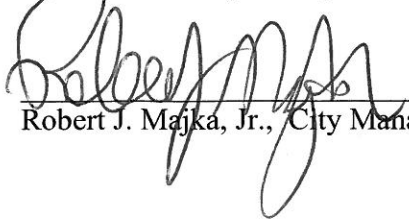
(CITY SEAL)



IN WITNESS WHEREOF, the undersigned parties have executed this Interlocal Agreement on behalf of the referenced legal entities and hereby re-establish the above designated Space Coast Transportation Planning Organization.

Signed, Sealed and Delivered in the presence of:

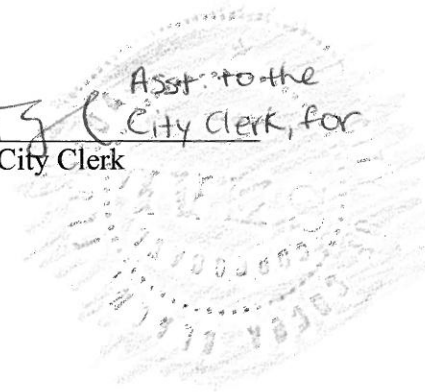
CITY OF COCOA BEACH, FLORIDA,
a Florida Municipal Corporation


Robert J. Majka, Jr., City Manager

Attest:

 Asst. to the
City Clerk, for
Loredana Kalaghchy, City Clerk

(CITY SEAL)



IN WITNESS WHEREOF, the undersigned parties have executed this Interlocal Agreement on behalf of the referenced legal entities and hereby re-establish the above designated Space Coast Transportation Planning Organization.

Signed, Sealed and Delivered in the presence of:

CITY OF INDIAN HARBOUR BEACH,
FLORIDA, a Florida Municipal Corporation



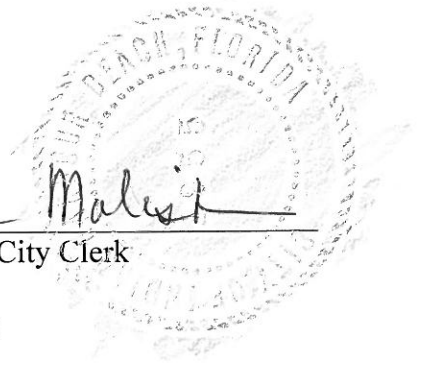
Mark Ryan, City Manager

Attest:



Deborah Maliska, City Clerk

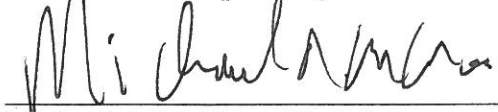
(CITY SEAL)



IN WITNESS WHEREOF, the undersigned parties have executed this Interlocal Agreement on behalf of the referenced legal entities and hereby re-establish the above designated Space Coast Transportation Planning Organization.

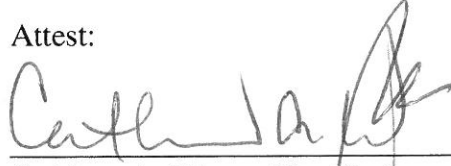
Signed, Sealed and Delivered in the presence of:

CITY OF MELBOURNE, FLORIDA,
a Florida Municipal Corporation



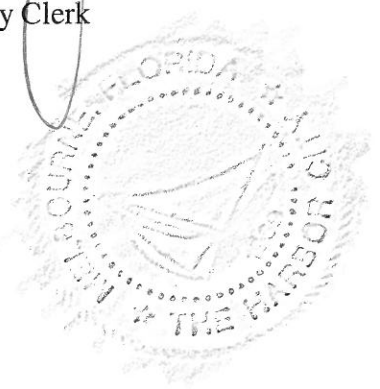
Michael A. McNees, City Manager

Attest:



Cathleen A. Wysor, City Clerk

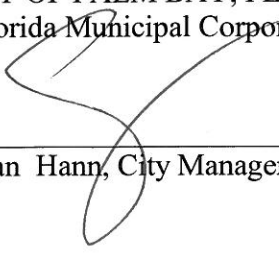
(CITY SEAL)



IN WITNESS WHEREOF, the undersigned parties have executed this Interlocal Agreement on behalf of the referenced legal entities and hereby re-establish the above designated Space Coast Transportation Planning Organization.

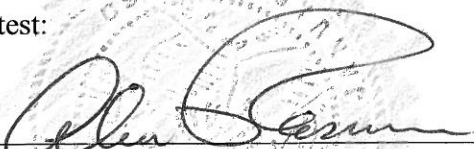
Signed, Sealed and Delivered in the presence of:

CITY OF PALM BAY, FLORIDA,
a Florida Municipal Corporation



Susan Hann, City Manager

Attest:



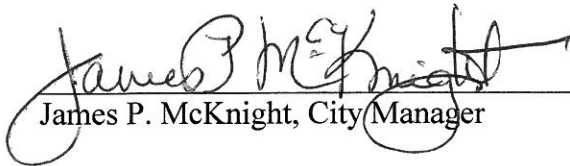
Alice Passmore, City Clerk

(City Seal)


IN WITNESS WHEREOF, the undersigned parties have executed this Interlocal Agreement on behalf of the referenced legal entities and hereby re-establish the above designated Space Coast Transportation Planning Organization.

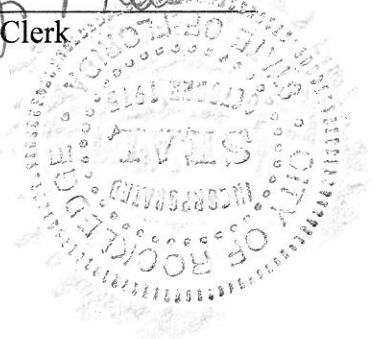
Signed, Sealed and Delivered in the presence of:

CITY OF ROCKLEDGE, FLORIDA,
a Florida Municipal Corporation


James P. McKnight, City Manager

Attest:

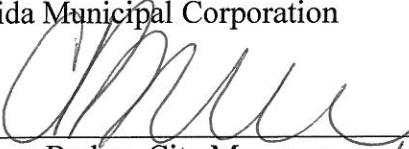

Betsy Betti Moist, City Clerk
Betsy
(City Seal)



IN WITNESS WHEREOF, the undersigned parties have executed this Interlocal Agreement on behalf of the referenced legal entities and hereby re-establish the above designated Space Coast Transportation Planning Organization.

Signed, Sealed and Delivered in the presence of:

CITY OF SATELLITE BEACH, FLORIDA,
a Florida Municipal Corporation



Courtney Barker, City Manager

5/8/14

Attest:



Leonor M. Olexa, City Clerk

(City Seal)



IN WITNESS WHEREOF, the undersigned parties have executed this Interlocal Agreement on behalf of the referenced legal entities and hereby re-establish the above designated Space Coast Transportation Planning Organization.

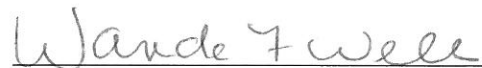
Signed, Sealed and Delivered in the presence of:

CITY OF TITUSVILLE, FLORIDA,
a Florida Municipal Corporation

Attest:



Tom Abbate, Interim City Manager



Wanda F. Wells, City Clerk

(City Seal)



IN WITNESS WHEREOF, the undersigned parties have executed this Interlocal Agreement on behalf of the referenced legal entities and hereby re-establish the above designated Space Coast Transportation Planning Organization.

Signed, Sealed and Delivered in the presence of:

CITY OF WEST MELBOURNE, FLORIDA,
a Florida Municipal Corporation



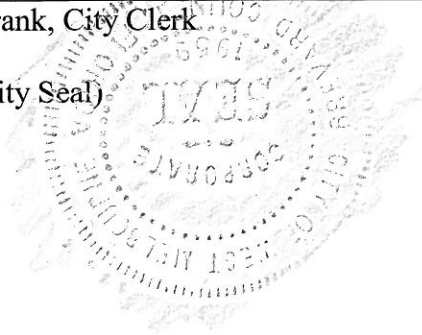
Scott Morgan, City Manager

Attest:



Sue Frank, City Clerk

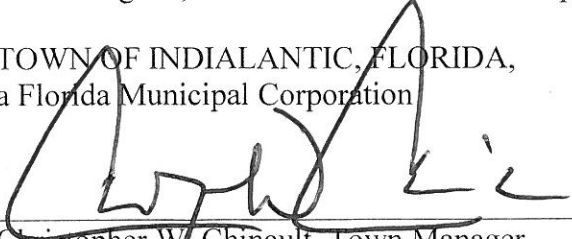
(City Seal)



IN WITNESS WHEREOF, the undersigned parties have executed this Interlocal Agreement on behalf of the referenced legal entities and hereby re-establish the above designated Space Coast Transportation Planning Organization.


Signed, Sealed and Delivered in the presence of:

TOWN OF INDIALANTIC, FLORIDA,
a Florida Municipal Corporation



Christopher W. Chinault, Town Manager

Attest:



Laura Eaton, Town Clerk

(Town Seal)



IN WITNESS WHEREOF, the undersigned parties have executed this Interlocal Agreement on behalf of the referenced legal entities and hereby re-establish the above designated Space Coast Transportation Planning Organization.

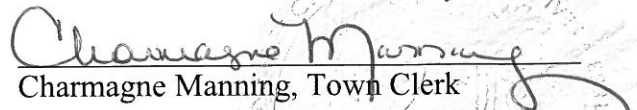
Signed, Sealed and Delivered in the presence of:

TOWN OF MELBOURNE BEACH, FLORIDA,
a Florida Municipal Corporation



James Simmons, Mayor

Attest:



Charmagne Manning, Town Clerk

(Town Seal)



IN WITNESS WHEREOF, the undersigned parties have executed this Interlocal Agreement on behalf of the referenced legal entities and hereby re-establish the above designated Space Coast Transportation Planning Organization.

FLORIDA DEPARTMENT OF
TRANSPORTATION

By: Norma Long

ATTEST: [Signature]

[Signature] 7 10 14

BrevardClerk.US

Scott Ellis, Clerk of Court

700 South Park Avenue, Bldg. B

P.O. Box 2767

Titusville, FL 32781-2767

(321) 637-2006

DBLIVE Transaction

#: 1357223

Receipt #: 61330558

Cashier Date: 7/15/2014

1:05:36 PM




Print Date:


7/15/2014 1:05:42 PM

Customer Information	Transaction Information	Payment Summary
(3434) SPACE COAST TRANSPORTATION PLANNING ORGANIZATION BREVARD COUNTY 2725 JUDGE FRAN JAMIESON WAY BLDG B ROOM 105 VIERA, FL 32940 Beginning Escrow Balance: -\$242.00	DateReceived: 07/15/2014 Source Code: Viera Q Code: Viera Return Code: Hand Carried Trans Type: Recording Agent Ref Num:	Total Fees \$242.00 Total Payments \$242.00

1 Payments

 <u>ESCROW</u>	\$242.00
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1 Recorded Items

 <u>(AG) AGREEMENT</u>	<i>BK/PG: 7166/2144 CFN:2014139987</i> <i>Date:7/15/2014 1:05:26 PM</i> <i>From: To:</i>	
Recording @ 1st=\$10 Add'l=\$8.50 ea.	27	\$231.00
Indexing @ 1st 4 Names Free, Addt'l=\$1 ea.	15	\$11.00

0 Search Items**0 Miscellaneous Items**