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MEETING NOTICE

EXECUTIVE COMMITTEE

There will be a meeting of the Executive Committee of the North Central Florida Regional Planning Council on **August 28, 2025**. The meeting will be held as a hybrid meeting in-person at the **Holiday Inn Hotel and Suites, Santa Fe Room, 213 Southwest Commerce Boulevard, Lake City, Florida**, and via Communications Media Technology at **6:00 p.m.**

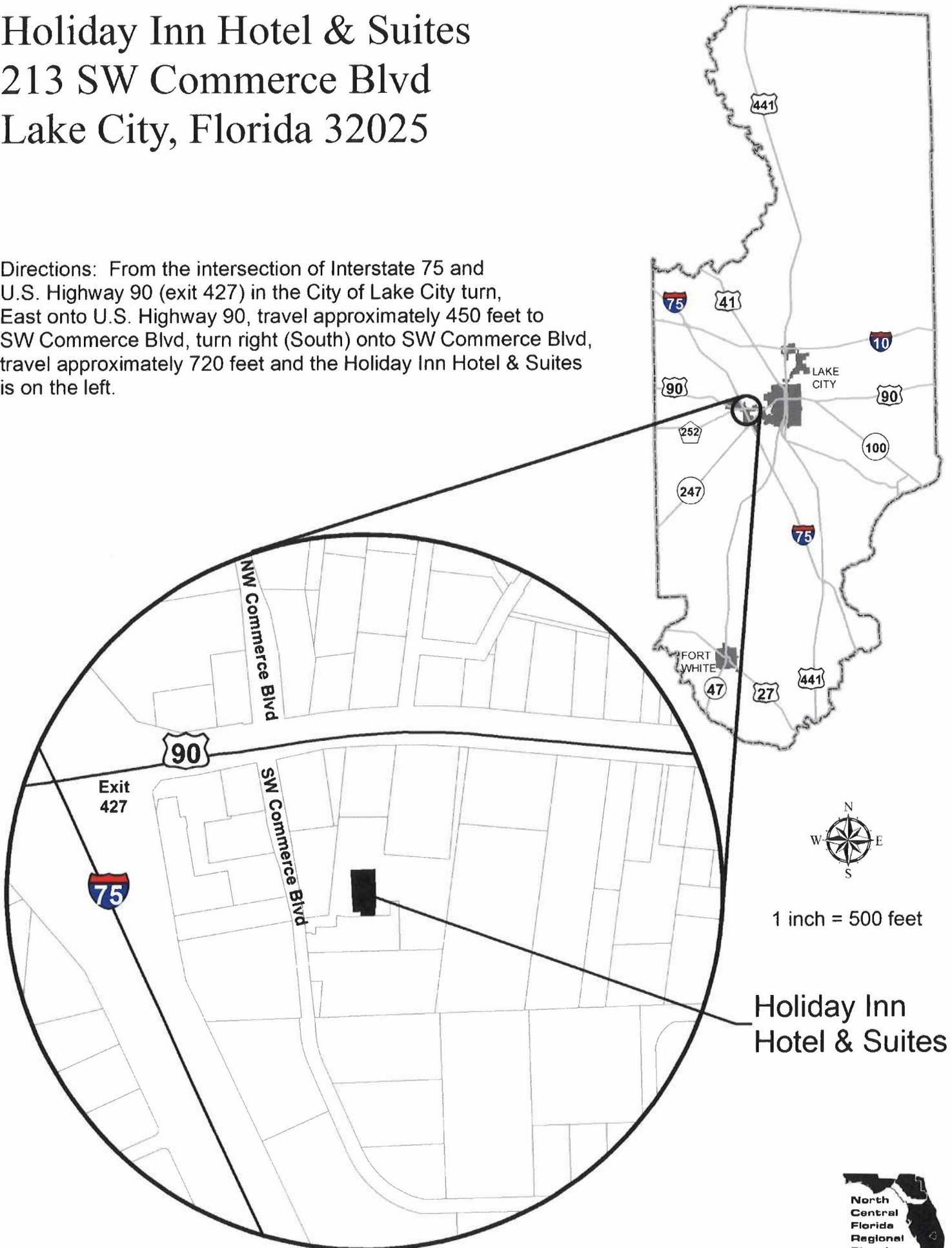
DIAL IN NUMBER: Toll Free 1.888.585.9008

CONFERENCE CODE: 568 124 316

Holiday Inn Hotel & Suites

213 SW Commerce Blvd
Lake City, Florida 32025

Directions: From the intersection of Interstate 75 and U.S. Highway 90 (exit 427) in the City of Lake City turn, East onto U.S. Highway 90, travel approximately 450 feet to SW Commerce Blvd, turn right (South) onto SW Commerce Blvd, travel approximately 720 feet and the Holiday Inn Hotel & Suites is on the left.





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AGENDA EXECUTIVE COMMITTEE

Hybrid Public Meeting
Holiday Inn Hotel & Suites
213 Southwest Commerce Boulevard
Lake City, Florida and
Via Communications Media Technology

August 28, 2025
6:00 p.m.

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| A. Guest Speaker Presentation Topics | |
| B. Council Member Engagement | |
| V. OTHER BUSINESS - None | |
| VI. PUBLIC COMMENTS | |

The Committee welcomes you to this meeting. This time is set aside for our citizens and general public to address the Committee. If you would like to address the Committee, please complete a form, come forward when you are called, and state your name for the record. Please also limit your comments to not more than three minutes. Your participation is welcomed.

See Attachments

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Dedicated to improving the quality of life of the Region's citizens,
by enhancing public safety, protecting regional resources,
promoting economic development and providing technical services to local governments.

NORTH CENTRAL FLORIDA REGIONAL PLANNING COUNCIL
EXECUTIVE COMMITTEE
MINUTES

Hybrid Meeting
Drury Inn & Suites
Gainesville, Florida and
Via Communications Media Technology

June 30, 2025
6:00 p.m.

MEMBERS PRESENT
IN PERSON

Mary Alford, Chair
Patricia Bouie Hutchinson, Secretary
Jhelecia Hawkins, Treasurer
Fletcher Hope Jr., Immediate Past Chair
Maurice Perkins, Vice-Chair

MEMBERS PRESENT
VIA COMMUNICATIONS
MEDIA TECHNOLOGY
(FOR QUORUM)

None

MEMBERS PRESENT
VIA COMMUNICATIONS
MEDIA TECHNOLOGY
(NOT FOR QUORUM)

None

Noting a quorum being present, Chair Alford called the meeting to order at 6:02 p.m.

I. APPROVAL OF MINUTES – MAY 22, 2025

ACTION: Mayor Hope made the motion, with a second by Vice-Mayor Bouie Hutchinson, to approve the minutes for the May 22, 2025 Executive Committee meeting as written and circulated. The motion carried unanimously.

II. CONTRACTS AND APPLICATIONS -

A. Agreement with Florida Division of Emergency Management for Update Hazard Analyses - Fiscal Year 2025-26

ACTION: Vice-Mayor Bouie Hutchinson made the motion, with a second by Mayor Hope, to recommend that the Council approve the Agreement with the Florida Division of Emergency Management to Update Hazard Analyses - Fiscal Year 2025-26. The motion carried unanimously.

- B. Florida Department of Environment Protection Regional Resiliency Entity
Planning Grant Application - Fiscal Year 2025-26

ACTION: Mayor Hope made the motion, with a second by Councilwoman Hawkins, to recommend that the Council authorize the Executive Director to submit a Regional Resiliency Entity Planning Grant Application with the Florida Department of Environmental Protection for Fiscal Year 2025-26 to conduct Phase 1 Critical Assets Mapping for an amount of \$150,000 and, if the grant is awarded by the Department, authorize the Executive Director to sign the grant agreement. The motion carried unanimously.

III. PROGRAM REPORT -

- A. Transportation Disadvantaged Program Alachua County Planning Grant Resolution
Fiscal Year 2025-26

ACTION: Councilwoman Hawkins made the motion, with a second by Mayor Hope to recommend that the Council approve the Transportation Disadvantaged Program Alachua County Planning Grant Resolution for Fiscal Year 2025-26. The motion carried unanimously.

- B. Transportation Disadvantaged Local Coordinating Board Appointments

ACTION: Mayor Hope made the motion, with a second by Vice-Mayor Bouie Hutchinson to recommend that the Council appoint Caroline Alrestimawi, Career Source North Florida, Operations Consultant, the voting Regional Workforce Board Representative on the Lafayette County and Madison County Transportation Disadvantaged Coordinating Boards; appoint Deborah Cohn, Career Source North Florida, Acting Executive Director/Deputy Director the voting Regional Workforce Board Representative on the Columbia Hamilton Suwannee Transportation Disadvantaged Coordinating Board and the alternate Regional Workforce Board Representative on the Madison County Transportation Disadvantaged Coordinating Board; appoint Irene Gaffori, Career Source North Florida, Operations Director, the alternate Regional Workforce Board Representative on the Lafayette County Transportation Disadvantaged Coordinating Board; and appoint Brandi Turner, Healthy Start Coalition of Jefferson, Madison and Taylor Counties, Inc., Program Manager, the voting Children at Risk Representative on the Madison County Transportation Disadvantaged Coordinating Board to three-year terms ending June 30, 2028. The motion carried unanimously.

C. Transportation Disadvantaged Local Coordinating Board Reappointments

ACTION: Mayor Hope made the motion, with a second by Vice-Mayor Bouie Hutchinson to recommend that the Council reappoint Erica Barnard as the voting Medical Community Representative on the Alachua County Transportation Disadvantaged Coordinating Board; reappoint Sandra Buck Camp as the voting Medical Community Representative on the Columbia Hamilton Suwannee Transportation Disadvantaged Coordinating Board; reappoint Matthew Ferguson as the voting Medical Community Representative on the Dixie County Transportation Disadvantaged Coordinating Board; reappoint Brittny Keeling as the voting Medical Community Representative on the Gilchrist County Transportation Disadvantaged Coordinating Board; reappoint John Mann as the voting Medical Community Representative on the Union County Transportation Disadvantaged Coordinating Board; reappoint Shanetha Mitchell as the voting Medical Community Representative on the Madison County Transportation Disadvantaged Coordinating Board; reappoint Iana Patterson as the voting Medical Community Representative on the Bradford County Transportation Disadvantaged Coordinating Board; and reappoint Krishna Stemple as the alternate Medical Community Representative on the Gilchrist County Transportation Disadvantaged Coordinating Board to three-year terms ending June 30, 2028. The motion carried unanimously.

D. Transportation Disadvantaged Local Coordinating Board Chair Appointment
Columbia Hamilton Suwannee Counties

ACTION: Vice-Mayor Bouie Hutchinson made the motion, with a second by Councilwoman Hawkins to recommend that the Council appoint Commissioner Leo Mobley Chair of the Columbia, Hamilton Suwannee Transportation Disadvantaged Coordinating Board for a one-year term ending June 30, 2026. The motion carried unanimously.

IV. GENERAL ADMINISTRATION - None

V. OTHER BUSINESS -

Chair Alford discussed Council member engagement and guest speaker presentation topics.

VI. PUBLIC COMMENTS -

Stew Lilker, Columbia County Observer, discussed public participation at Council meetings.

The meeting adjourned at 6:21 p.m.

Mary C. Alford, Chair

8/28/25
Date



II.A.

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August 21, 2025

TO: Council Members

FROM: Scott R. Koons, AICP, Executive Director

SUBJECT: Local Government Comprehensive Planning Assistance Services Agreements -
Fiscal Year 2025-26

RECOMMENDATION:

Authorize the Chair to execute technical assistance services agreements on a fixed fee basis to assist counties and cities with implementing their comprehensive plans and land development regulations for Fiscal Year 2025-26.

BACKGROUND:

Each year the Council enters into technical assistance services agreements to assist local governments with implementing their comprehensive plans and land development regulations. The scope of services are, as follows.

- I. General Technical Assistance - conducting research, answering questions and assisting with comprehensive plan and land development regulations interpretations.
- II. Amendment Assistance - all Level I services, plus preparing public notices, draft ordinance, data and analysis and concurrency review for comprehensive plan text and map and land development regulations text and zoning map amendments.
- III. Development Review Assistance - all Level I and II services, plus reviewing site and development plans, subdivision plats and other development proposals for comprehensive plan and land development regulations compliance.

The names of the counties and cities and the fixed fee amount of each associated agreement are as listed on the attached list.

If you have questions concerning this matter, please do not hesitate to contact me.

Attachment

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Dedicated to improving the quality of life of the Region's citizens,
by enhancing public safety, protecting regional resources,
promoting economic development and providing technical services to local governments.

FISCAL YEAR 2026

LOCAL GOVERNMENT COMPREHENSIVE PLANNING ASSISTANCE SERVICES

AGREEMENTS

The North Central Florida Regional Planning Council proposes to enter into technical assistance services agreements on a fixed fee basis to assist counties and cities with implementing comprehensive plans and land development regulations. The scope of services and amount of each agreement are as listed below.

- I. General Technical Assistance - conducting research, answering questions and assisting with comprehensive plan and land development regulations interpretations.

| <u>Local Government</u> | <u>Amount</u> |
|-------------------------|---------------|
| N/A | N/A |

- II. Amendment Assistance - all Level I services, plus preparing public notices, draft ordinances, data and analysis and concurrency review for comprehensive plan text and map and land development regulations text and zoning map amendments.

| <u>Local Government</u> | <u>Amount</u> |
|-------------------------|---------------|
| 1. Lafayette County | \$ 13,000 |
| 2. Suwannee County | \$ 23,500 |
| 3. Taylor County | \$ 12,500 |
| 4. Union County | \$ 3,500 |
| 5. Archer | \$ 7,000 |
| 6. Cedar Key | \$ 7,000 |
| 7. Chiefland | \$ 7,000 |
| 8. Cross City | \$ 7,000 |
| 9. Fanning Springs | \$ 5,250 |
| 10. Inglis | \$ 7,000 |
| 11. Jasper | \$ 7,000 |
| 12. Lake Butler | \$ 7,000 |
| 13. Lake City | \$ 23,500 |
| 14. Madison, City | \$ 17,000 |
| 15. Mayo | \$ 7,000 |
| 16. Micanopy | \$ 7,000 |
| 17. Perry | \$ 9,000 |
| 18. Starke | \$ 10,000 |
| 19. Yankeetown | \$ 7,000 |

- III. Development Review Assistance - all Level I and II services, plus reviewing site and development plans, subdivision plats and other development proposals for comprehensive plan and land development regulations compliance.

| <u>Local Government</u> | <u>Amount</u> |
|-------------------------|---------------|
| 1. Columbia County | \$ 35,000 |
| 2. High Springs | \$ 10,000 |



II.B.

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August 21, 2025

TO: Council Members

FROM: Scott R. Koons, AICP, Executive Director 

SUBJECT: Hazardous Waste Monitoring Verification and Notification Services Agreements -
Fiscal Year 2025-26

RECOMMENDATION:

Authorize the Chair to execute agreements with Bradford, Columbia, Dixie, Gilchrist, Hamilton, Lafayette, Levy, Madison, Suwannee and Union Counties for hazardous waste monitoring for Fiscal Year 2025-26.

BACKGROUND:

Florida Statutes require each county to annually monitor the waste management practices of 20 percent of the government organizations and businesses that may potentially generate small quantities of hazardous waste. The majority of these operations involve motor vehicle maintenance. On-site visits are required to collect information that is entered into an on-line database.

During these site visits, Council staff will provide recommendations on correcting problems with management techniques. A one-page summary of how to avoid the most common mistakes will also be provided to the facility operators.

These services will be provided on a fixed fee basis to the counties in the amounts as listed below.

| | | | |
|-----------|---------|-----------|----------|
| Bradford | \$7,882 | Lafayette | \$ 1,409 |
| Columbia | \$9,731 | Levy | \$16,500 |
| Dixie | \$2,717 | Madison | \$ 4,880 |
| Gilchrist | \$2,697 | Suwannee | \$ 7,421 |
| Hamilton | \$2,899 | Union | \$ 2,778 |

If you have any questions concerning this matter, please do not hesitate to contact me.

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August 21, 2025

TO: Council Members
FROM: Scott R. Koons, AICP, Executive Director 
SUBJECT: Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area
Intergovernmental Coordination and Review and
Public Transportation Collaborative Planning Agreement

RECOMMENDATION:

Approve and authorize the Chair to execute the attached updated Intergovernmental Coordination and Review and Public Transportation Collaborative Planning Agreement among the Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area, the North Central Florida Regional Planning Council, the Florida Department of Transportation, the City of Gainesville and the Gainesville-Alachua County Regional Airport Authority consistent with the Florida Department of Transportation's most recent Agreement template to replace the Intergovernmental Coordination and Review and Public Transportation Coordination Joint Participation Agreement approved by the Council on May 26, 2022.

BACKGROUND:

The Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area is responsible for conducting a continuing, cooperative, comprehensive transportation planning program pursuant to a Federal Highway Administration and Florida Department of Transportation approved unified work program. In particular, the Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area, serving as the designated metropolitan planning organization, is responsible for developing and maintaining a long-range transportation plan and transportation improvement program.

According to Section 339.175 (10)(a)2., Florida Statutes, the Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area is required to execute "an agreement with the metropolitan and regional intergovernmental coordination and review agencies serving the metropolitan areas, specifying the means by which activities will be coordinated and how transportation planning and programming will be part of the comprehensive planned development of the area."

Please find attached a copy of the updated Intergovernmental Coordination and Review and Public Transportation Collaborative Planning Agreement that the Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area approved on August 19, 2025. The Florida Department of Transportation has requested that the Metropolitan Transportation Planning Organization update its Intergovernmental Coordination Review and Public Transportation Coordination Joint Participation Agreement consistent with the Department's most recent Intergovernmental Coordination and Review and Public Transportation Collaborative Planning Agreement template. The primary purpose of this Agreement is to have operators of public transportation systems agree to cooperatively participate in the planning and programming of transportation projects. According to Section 339.175 (10)(a) Florida Statutes, the Agreement is to be reviewed and updated as necessary every five years.

If you have questions concerning this matter, please do not hesitate to contact me.

Attachment

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**INTERGOVERNMENTAL COORDINATION AND REVIEW
AND**

PUBLIC TRANSPORTATION COLLABORATIVE PLANNING AGREEMENT

THIS INTERGOVERNMENTAL COORDINATION AND REVIEW AND PUBLIC TRANSPORTATION COLLABORATIVE PLANNING AGREEMENT is made and entered into on this [insert day of month] day of [insert month], 2025, by and between the FLORIDA DEPARTMENT OF TRANSPORTATION (Department); the Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area; the North Central Florida Regional Planning Council; City of Gainesville - Regional Transit System; and the Gainesville-Alachua County Regional Airport Authority; collectively referred to as the Parties.

RECITALS

WHEREAS, the Federal Government, under the authority of 23 United States Code (USC) § 134 and 49 USC § 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, 23 USC § 134, 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, 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, pursuant to Section 20.23, F.S., the Department has been created by the State of Florida, and the Department has the powers and duties relating to transportation, as outlined in Section 334.044, F.S.;

WHEREAS, pursuant to 23 USC § 134, 49 USC § 5303, 23 CFR § 450, and Section 339.175 F.S., the Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area, herein after referred to as the MPO, has been designated and its membership apportioned by the Governor of the State of Florida, with the agreement of the affected units of general purpose local government, to organize and establish the Metropolitan Planning Organization;

WHEREAS, pursuant to Section 339.175 F.S., the MPO shall execute and maintain an agreement with the metropolitan and regional intergovernmental coordination and review agencies serving the Metropolitan Planning Area;

WHEREAS, the agreement must describe the means by which activities will be coordinated and specify how transportation planning and programming will be part of the comprehensively planned development of the Metropolitan Planning Area;

WHEREAS, pursuant to Section 186.505, F.S., the RPC is to review plans of metropolitan planning organizations to identify inconsistencies between those agencies' plans and applicable local government comprehensive plans adopted pursuant to Chapter 163, F.S.;

WHEREAS, the RPC, pursuant to Section 186.507, F.S., is required to prepare a Strategic Regional Policy Plan, which will contain regional goals and policies that address regional transportation issues;

WHEREAS, based on the RPC statutory mandate to identify inconsistencies between plans of metropolitan planning organizations and applicable local government comprehensive plans, and to prepare and adopt a Strategic Regional Policy Plan, the RPC is appropriately situated to assist in the intergovernmental coordination of the transportation planning process;

WHEREAS, pursuant to Section 186.509, F.S., the RPC has adopted a conflict and dispute resolution process;

WHEREAS, the purpose of the dispute resolution process is to reconcile differences in planning and growth management issues between local governments, regional agencies, and private interests;

WHEREAS, the Parties hereto have determined that the voluntary dispute resolution process can be useful in resolving conflicts and disputes arising in the transportation planning process;

WHEREAS, pursuant to 23 CFR § 450 and Section 339.175, F.S., the MPO must execute and maintain an agreement with the operators of public transportation systems, including transit systems, commuter rail systems, airports, seaports, and spaceports, describing the means by which activities will be coordinated and specifying how public transit, commuter rail, aviation, and seaport planning (including multimodal, systems-level corridor and subarea planning studies pursuant to 23 CFR § 450) and programming will be part of the comprehensively planned development of the Metropolitan Planning Area;

WHEREAS, it is in the public interest that the MPO, operators of public transportation systems, including transit systems, commuter rail systems, port and aviation authorities, jointly pledge their intention to cooperatively participate in the planning and programming of transportation improvements within this Metropolitan Planning Area;

WHEREAS, the Intergovernmental Coordination and Review and Public Transportation Coordination Joint Participation Agreement, dated enter date, is hereby replaced and superseded in its entirety by this Agreement.

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

WHEREAS, the Parties to this 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 as follows:

ARTICLE 1

RECITALS AND DEFINITIONS

1.01. 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.

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

- (a) **Agreement** means this instrument, as may be amended from time to time.
- (b) **Corridor or Subarea Study** means studies involving major investment decisions or as otherwise identified in 23 CFR § 450.
- (c) **Department** means the Florida Department of Transportation, an agency of the State of Florida, created pursuant to Section 20.23, F.S.
- (d) **FHWA** means the Federal Highway Administration.
- (e) **Long Range Transportation Plan (LRTP)** means the 20-year transportation planning horizon which identifies transportation facilities; includes 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 activities; and, in ozone/carbon monoxide nonattainment areas is coordinated with the State Implementation Plan, all as required by 23 USC § 134, 49 USC § 5303, 23 CFR § 450, and Section 339.175, F.S.
- (f) **Metropolitan Planning Area** means the planning area as determined by agreement between the MPO and the Governor for the urbanized areas designated by the United States Bureau of the Census as described in 23 USC § 134, 49 USC § 5303, and Section 339.175, 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 Metropolitan Planning Organization's planning authority.
- (g) **Metropolitan Planning Organization (MPO)** means the Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area formed pursuant to Interlocal Agreement as described in 23 USC § 134, 49 USC § 5303, and Section 339.175, F.S. This may also be referred to as a Transportation Planning Organization (TPO).
- (h) **Regional Planning Council (RPC)** means the North Central Florida Regional Planning Council created pursuant to Section 186.504, F.S., and identified in Rule 29C, F.A.C.
- (i) **Transportation Improvement Program (TIP)** means 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 23 USC §§ 134 and 450, 49 USC § 5303, and Section 339.175, F.S.
- (j) **Unified Planning Work Program (UPWP)** means a 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, as required by 23 CFR § 450.308(c), and Section 339.175, F.S.

ARTICLE 2 **PURPOSE**

2.01. Coordination with public transportation system operators. This Agreement is to provide for cooperation between the Parties in the development and preparation of the UPWP, the TIP, the LRTP, and any applicable Corridor or Subarea Studies.

2.02. Intergovernmental coordination; Regional Planning Council. Further, this Agreement is to provide a process through the RPC for intergovernmental coordination and review and identification of inconsistencies between proposed MPO transportation plans and local government comprehensive plans adopted pursuant to Chapter 163, F.S., and reviewed by the Division of Community Development within the Florida Department of Economic Opportunity.

2.03. Dispute resolution. This Agreement also provides a process for conflict and dispute resolution through the RPC.

ARTICLE 3 **COOPERATIVE PROCEDURES FOR PLANNING AND PROGRAMMING** **WITH OPERATORS OF PUBLIC TRANSPORTATION SYSTEMS**

3.01. Cooperation with operators of public transportation systems; coordination with local government approved comprehensive plans.

- (a) The MPO shall cooperate with the City of Gainesville - Regional Transit System and the Gainesville-Alachua County Regional Airport Authority 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 and aviation master plans, and public transit development plans of the units of local governments whose boundaries are within the Metropolitan Planning Area.
- (c) As a means towards achievement of the goals in paragraphs (a) and (b) and in an effort to coordinate intermodal transportation planning and programming, the MPO may include, but shall include if within a transportation management area, as part of its membership officials of agencies that administer or operate major modes or systems of transportation, including but not limited to transit operators, sponsors of major local airports, maritime ports, and rail operators per Federal regulations. The representatives of the major modes or systems of transportation may be accorded voting or non-voting advisor status. In the Metropolitan Planning Area if authorities or agencies are created by law to perform transportation functions and are not under the jurisdiction of a general purpose local government represented on the MPO, the MPO may request the Governor to designate said authority or agency as a voting member of the MPO in accordance with the requirements of Section 339.175, F.S. If the new member would significantly alter local government representation in the MPO, the MPO shall propose a revised apportionment plan to the Governor to ensure voting

membership on the MPO to be an elected official representing public transit authorities which have been, or may be, created by law.

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

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 MPO, development of such plans or programs shall be viewed as a cooperative effort involving the Parties to this Agreement. In developing its plans and programs, the MPO shall solicit the comments and recommendations of the other 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 all other Parties to this Agreement to advise them of the scope of the work to be undertaken and inviting comment and participation in the development process. The MPO shall ensure that the chief operating officials of the other Parties receive written notice at least 15 days prior to the date of all public workshops and hearings, or within the specified number of days per MPO bylaws or public participation plan, relating to the development of such plans and programs.
- (c) Local government comprehensive 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 MPO), the MPO and Transportation Authorities shall review for consistency for each local government in the Metropolitan Planning Area:
 - (i) each comprehensive plan's future land use element;
 - (ii) the goals, objectives, and policies of each comprehensive plan; and
 - (iii) the zoning, of each local government in the Metropolitan Planning Area.
 - (2) Based upon the foregoing review and in consideration of other relevant growth management plans, the MPO and Transportation Authorities shall provide written recommendations to local governments in the Metropolitan Planning Area in the development, amendment, and implementation of their comprehensive plans. A copy of the recommendations shall be sent to the RPC.
 - (3) The MPO agrees that, to the maximum extent feasible, the LRTP and the projects and project-phases within the TIP shall be consistent with the future land use element and the goals, objectives, and policies of each comprehensive plan of the local governments in the Metropolitan Planning Area. If the MPO's TIP is inconsistent with a local government's comprehensive plan, the MPO shall so indicate, and the MPO shall present, as part of the TIP, justification for including the project in the program.
- (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 MPO), the MPO shall analyze the master plans of the Transportation Authorities. Based upon the foregoing review and a consideration of other transportation related factors, the MPO, shall from time to time and as appropriate, provide recommendations to the other 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.
- (2) In developing or revising their respective master, development, or comprehensive plans, the Parties to this Agreement shall analyze the draft or approved UPWP, TIP, LRTP, or Corridor or Subarea studies, or amendments thereto. Based upon the foregoing review and a consideration of other transportation related factors, the Parties to this Agreement shall as appropriate, provide written recommendations to the MPO with regard to development, amendment, and implementation of the plans, programs, and studies.
- (3) The MPO agrees that, to the maximum extent feasible, the TIP shall be consistent with the affected growth management and other relevant plans of the other Parties to this Agreement.

ARTICLE 4

INTERGOVERNMENTAL COORDINATION AND REVIEW

4.01. Coordination with Regional Planning Council. The RPC shall do the following:

- (a) Within 30 days of receipt, the RPC shall review the draft TIP, LRTP, Corridor and Subarea studies, or amendments thereto, as requested by the MPO, to identify inconsistencies between these plans and programs and applicable local government comprehensive plans adopted pursuant to Chapter 163, F.S., for counties and cities within the Metropolitan Planning Area and the adopted Strategic Regional Policy Plan.
 - (1) The Parties recognize that, pursuant to Florida law, the LRTP and the TIP of the MPO must be considered by cities and counties within the Metropolitan Planning Area in the preparation, amendment, and update/revision of their comprehensive plans. Further, the LRTP and the projects and project phases within the TIP are to be consistent with the future land use element and goals, objectives, and policies of the comprehensive plans of local governments in the Metropolitan Planning Area. Upon completion of its review of a draft TIP or LRTP, the RPC shall advise the MPO and each county or city of its findings;
 - (2) The RPC shall advise the MPO in writing of its concerns and identify those portions of the submittals which need to be reevaluated and potentially modified if the RPC review identifies inconsistencies between the draft TIP or LRTP and local comprehensive plans; and
 - (3) Upon final adoption of the proposed TIP, LRTP, Corridor and Subarea studies, or amendments thereto, the MPO may request that the RPC consider adoption of regional transportation goals, objectives, and policies in the Strategic Regional Policy Plan implementing the adopted TIP, LRTP, Corridor and Subarea studies,

or amendments thereto. If the proposed plan, program, or study, or amendments thereto, was the subject of previous adverse comment by the RPC, the MPO will identify the change in the final adopted plan intended to resolve the adverse comment, or alternatively, the MPO shall identify the reason for not amending the plan as suggested by the RPC.

- (b) Provide the availability of the conflict and dispute resolution process as set forth in Article 5 of this Agreement.

ARTICLE 5

CONFLICT AND DISPUTE RESOLUTION PROCESS

5.01. Disputes and conflicts under this Agreement. This process shall apply to conflicts and disputes relating to matters subject to this Agreement, or conflicts arising from the performance of this Agreement. Except as otherwise provided in this Article 5, only representatives of a party to this Agreement with conflicts or disputes shall engage in conflict resolution.

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:

Department: District Director for Planning and Programs

MPO: Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area

RPC: North Central Florida Regional Planning Council

5.03. Resolution by senior agency official. If the conflict remains unresolved, the conflict shall be resolved by the officials listed on section 5.02 of this Agreement, with the exception of the Department's listed official, which for purposes of this section 5.03 shall be the District Secretary.

5.04. Resolution by the Office of the Governor. If the conflict is not resolved through conflict resolution pursuant to sections 5.01, 5.02, and 5.03 of this Agreement, the affected parties shall petition the Executive Office of the Governor for resolution of the conflict pursuant to its procedures. Resolution of the conflict by the Executive Office of the Governor shall be binding on the affected parties.

ARTICLE 6

MISCELLANEOUS PROVISION

6.01. Constitutional or statutory duties and responsibilities of parties. This Agreement shall not be construed to authorize the delegation of the constitutional or statutory duties of any of the Parties. In addition, this Agreement does not relieve any of the Parties of an obligation or responsibility imposed upon them by law, 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 this performance may be offered in satisfaction of the obligation or responsibility.

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.

6.03. Duration; withdrawal procedure.

(a) Duration. This Agreement shall have a term of five (5) years and the Parties hereto shall examine the terms hereof and agree to amend the provisions or reaffirm the same in a timely manner. However, the failure to amend or to reaffirm the terms of this Agreement shall not invalidate or otherwise terminate this Agreement.

(b) Withdrawal procedure. With the exception of the MPO, any party to this Agreement may withdraw after presenting in written form a notice of intent to withdraw to the other Parties to this Agreement, at least ninety (90) days prior to the intended date of withdrawal; provided, that financial commitments made prior to withdrawal are effective and binding for their full term and amount regardless of withdrawal.

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, to the officials identified for each party in section 5.02 of this agreement.

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

6.05. Interpretation.

(a) Drafters of Agreement. All Parties to this Agreement 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) Rules of construction. In interpreting this 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.

6.06. Attorney's Fees. In the event of any judicial or administrative action to enforce or interpret this Agreement by any party hereto, each party shall bear its own costs and attorney's fees in connection with such proceeding.

6.07. Agreement execution; use of counterpart signature pages. This Agreement, and any amendments hereto, may be simultaneously executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument.

6.08. Effective date. This Agreement shall become effective on the date last signed by the Parties hereto.

6.09. Other authority. In the event that any election, referendum, approval, permit, notice, or other proceeding or authorization is required under applicable law to enable the Parties to enter into this Agreement or to undertake the provisions set forth hereunder, or to observe, assume or carry out any of the provisions of the Agreement, said Parties will initiate and consummate, as provided by law, all actions necessary with respect to any such matters as required.

6.10. Parties not obligated to third parties. No party hereto shall be obligated or be liable hereunder to any party not a signatory to this Agreement. There are no express or intended third-party beneficiaries to this Agreement.

6.11. Rights and remedies not waived. In no event shall the making by the Department of any payment to the MPO constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the MPO, and the making of any such payment by the Department while any such breach or default exists shall in no way impair or prejudice any right or remedy available to the Department in respect of such breach or default.

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**INTERGOVERNMENTAL COORDINATION AND REVIEW
AND
PUBLIC TRANSPORTATION COLLABORATIVE PLANNING AGREEMENT**

Signed, sealed and delivered in the presence of:

FLORIDA DEPARTMENT OF TRANSPORTATION

By: _____

Name: _____

Title: _____

Date: _____

Approved as to form and legal sufficiency

Attorney: _____

Name: _____