



**CHARLOTTE COUNTY-PUNTA GORDA &
SARASOTA/MANATEE
METROPOLITAN PLANNING ORGANIZATIONS
JOINT REGIONAL MEETING**



**326 Nokomis Avenue South
Venice, Florida 34285**

10:30 A.M.

REVISED AGENDA FOR JANUARY 22, 2018

THE MPO BOARDS WILL ACCEPT PUBLIC COMMENT ON ALL ITEMS ON THIS AGENDA

Public input will be limited to three minutes per person per agenda item. Anyone wishing to speak on a specific agenda item or under the Open to the Public Section is requested to fill out a "Public Comment" card and provide it to MPO staff.

CALL TO ORDER: JOINT CHAIRS

Commissioner Stephen R. Deutsch, Charlotte County-Punta Gorda MPO
Commissioner Vanessa Baugh, Sarasota/Manatee MPO

PLEDGE OF ALLEGIANCE

I. OPEN TO THE PUBLIC

II. OPENING COMMENTS

1. Welcome by Chairs and Board Member Introductions

III FDOT Update

IV. REGIONAL ACTION ITEMS

1. Charlotte County-Punta Gorda and Sarasota/Manatee MPOs' Interlocal Agreement

V. REGIONAL DISCUSSION ITEMS

1. New Interchange Access Request Federal Process (Christopher Simpron, FDOT District One Interchange Review Coordinator FDOT)
2. River Road Regional Interstate Connector Update (Sarasota County)
3. SUN Trail Update

VI. BOARD MEMBER COMMENTS

VII. ADJOURNMENT OF JOINT REGIONAL MEETING

All interested parties are invited to appear and be heard on each of the above items. Written comments filed with the MPO will be considered. Copies of all of the above proposed documents are available by calling the Sarasota/Manatee MPO Office at 941-359-5772 or the Charlotte County-Punta Gorda MPO Office at 941-883-3535.

THIS NOTICE is published pursuant to the requirements of the Federal Laws, Florida Statutes and MPO Policy. NO STENOGRAPHIC RECORD BY A CERTIFIED COURT REPORTER IS MADE OF THIS MEETING. ACCORDINGLY, ANY PERSON WHO MAY SEEK TO APPEAL ANY DECISIONS INVOLVING THE MATTER NOTICED HEREIN WILL BE RESPONSIBLE FOR MAKING A VERBATIM RECORD OF THE TESTIMONY AND EVIDENCE AT THIS MEETING UPON WHICH ANY APPEAR IS TO BE BASED.

Public participation is solicited without regard to race, color, national origin, age, sex, religion, disability, or family status. Persons who require special accommodations under the Americans with Disabilities Act or persons who require translation services (free of charge) should contact the Sarasota/Manatee MPO at 941-359-5772 or the Charlotte County-Punta Gorda MPO at 941-883-3535 at least seven (7) days prior to the meeting.

THE MPO'S PLANNING PROCESS IS CONDUCTED IN ACCORDANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 AND RELATED STATUTES. ANY PERSON OR BENEFICIARY WHO BELIEVES HE/SHE HAS BEEN DISCRIMINATED AGAINST BECAUSE OF RACE, COLOR, RELIGION, SEX, AGE, NATIONAL ORIGIN, DISABILITY OR FAMILY STATUS MAY FILE A COMPLAINT WITH THE SARASOTA/MANATEE MPO TITLE VI COORDINATOR *LEIGH HOLT* AT (941) 359-5772 OR BY WRITING HER AT 7632 15TH STREET EAST, SARASOTA, FLORIDA 34243 OR THE CHARLOTTE COUNTY-PUNTA GORDA MPO TITLE VI COORDINATOR *WENDY W. SCOTT* AT (941) 883-3535 OR BY WRITING HER AT 25550 HARBOR VIEW ROAD, SUITE 4, PORT CHARLOTTE, FL 33980



**CHARLOTTE COUNTY-PUNTA GORDA &
SARASOTA/MANATEE
METROPOLITAN PLANNING ORGANIZATIONS
JOINT REGIONAL MEETING**



**326 Nokomis Avenue South
Venice, Florida 34285**

MEMORANDUM

TO: Sarasota/Manatee MPO Board and Charlotte County-Punta Gorda MPO Board

FROM: David Hutchinson, Executive Director, Sarasota/Manatee MPO *ADH*
Gary Harrell, Director, Charlotte County-Punta Gorda MPO *GHarrell*

DATE: January 10, 2018

RE: 2018 Updated Interlocal Agreement

During its most recent federal certification review in 2017, the Federal Highway Administration (FHWA) reviewed the 2011 INTERLOCAL AGREEMENT FOR JOINT REGIONAL TRANSPORTATION PLANNING AND COORDINATION BETWEEN THE SARASOTA/MANATEE METROPOLITAN PLANNING ORGANIZATION AND THE CHARLOTTE COUNTY-PUNTA GORDA METROPOLITAN PLANNING ORGANIZATION and advised the Sarasota Manatee MPO as follows:

"In accordance with 23 CFR 450.314, the MPO, State, and providers of public transportation are required to cooperatively determine their mutual responsibilities in carrying out the metropolitan transportation planning process and clearly identify these responsibilities in written agreements. The Sarasota/Manatee's urbanized area overlaps with Charlotte County-Punta Gorda's MPO planning boundaries. However, the Interlocal Agreement does not specifically address which MPO is responsible for the planning activities for the area that overlaps both MPOs. The MPO needs to update their agreement with Charlotte County-Punta Gorda MPO to specifically address each MPO's responsibility for transportation planning in the overlapping area by June 30, 2018."

Attorney Paul Gougelman, in consultation with MPO directors David Hutchinson and Gary Harrell, has drafted the attached update to the interlocal agreement, which addresses the Federal requirement and will update and replace the 50+ pages which constitute the current interlocal agreement and related exhibits.

This document is presented for review and action by both MPO Boards either at the January 22, 2018 joint meeting or by each Board at their next meeting.

THIS INSTRUMENT RETURN TO:
David Hutchinson, Executive Director
Sarasota/Manatee Metropolitan
Planning Organization
7632 15th Street East
Sarasota, FL 34243

THIS INSTRUMENT PREPARED BY:
Paul R. Gougelman, Esq.
Weiss Serota Helfman Cole & Bierman, P.L.
200 East Broward Blvd. – Suite 1900
Ft. Lauderdale, FL 33301

**INTERLOCAL AGREEMENT FOR JOINT
REGIONAL TRANSPORTATION PLANNING AND
COORDINATION BETWEEN THE
SARASOTA/MANATEE METROPOLITAN
PLANNING ORGANIZATION AND THE
CHARLOTTE COUNTY-PUNTA GORDA
METROPOLITAN PLANNING ORGANIZATION**

This Interlocal Agreement is made and entered into this _____ day of _____, 2018, by and between the Sarasota/Manatee Metropolitan Planning Organization, a legal entity created by interlocal agreement and existing pursuant to Section 339.175, Florida Statutes (hereinafter: the "Sarasota/Manatee MPO") and the Charlotte County-Punta Gorda Metropolitan Planning Organization, a legal entity created by interlocal agreement and existing pursuant to Section 339.175, Florida Statutes (hereinafter: the "Charlotte County-Punta Gorda MPO").

RECITALS:

WHEREAS, 23 USC §134(d) and 49 USC §5303(d), require that Metropolitan Planning Organizations (MPOs) must be designated for each urbanized area with population of more than 50,000 persons as determined by the United States Bureau of the Census, and

WHEREAS, the North Port-Port Charlotte UZA or urbanized area (UACE 63838) was designated and described by the U.S. Bureau of the Census in 2012;

WHEREAS, the Sarasota-Bradenton UZA or urbanized area (UACE 79606) was designated and described by the U.S. Bureau of the Census in 2012;

WHEREAS, the Sarasota/Manatee MPO was created decades ago to have transportation planning jurisdiction over the Sarasota-Bradenton urbanized area;

WHEREAS, the Sarasota/Manatee MPO currently operates pursuant to that certain Interlocal Agreement for the Creation of the Metropolitan Planning Organization recorded on November 3, 2014, in Official Records Book 2542, Page 7416, Public Records of Manatee County, Florida, and recorded on November 14, 2014, in Official Records Instrument 2014136157, Public Records of Sarasota County, Florida;

WHEREAS, the Charlotte County-Punta Gorda MPO was created decades ago to have transportation planning jurisdiction over the North Port-Port Charlotte urbanized area;

WHEREAS, the Charlotte County-Punta Gorda MPO currently operates pursuant to that certain Interlocal Agreement for the Creation of the Metropolitan Planning Organization recorded on January 5, 2018, in Official Records Book 4270, Page 1308, Public Records of Charlotte County, Florida;

WHEREAS, Section 339.175, Florida Statutes, requires the Governor to review the composition of each MPO membership in conjunction with the decennial census and reapportion, if necessary, said membership to ensure compliance with statutory requirements, and

WHEREAS, the 2000 Census, while still reflecting distinct and separate urbanized areas of Sarasota-Bradenton and North Port-Port Charlotte, indicated that these urbanized areas had grown into the metropolitan jurisdictional and study areas of the respective contiguous Sarasota/Manatee and Charlotte County-Punta Gorda MPOs, and

WHEREAS, portions of the North Port-Port Charlotte urbanized area had grown into Sarasota County, a county subject to the transportation planning jurisdiction of the Sarasota/Manatee MPO and portions of the Sarasota-Bradenton urbanized area had grown into Charlotte County, a county subject to the transportation planning jurisdiction of the Charlotte County-Punta Gorda MPO;

WHEREAS, when the Governor was considering redesignation and reapportionment of the Sarasota/Manatee MPO and the Charlotte County-Punta Gorda MPO, pursuant to Section 339.175, Florida Statutes, after the 2000 census, the Florida Department of Transportation (acting on behalf of the Governor) requested that both MPOs consider consolidating the two separate MPOs into a single MPO (letter from FDOT Secretary Thomas Barry to Sarasota/Manatee MPO Chair Shannon Staub dated February 27, 2003);

WHEREAS, after study of the issue by the Charlotte County-Punta Gorda MPO and Sarasota/Manatee MPO, the two MPOs recommended to then-FDOT District Secretary Ricky Langley that based on size of population and geographical size and complexity of merging the two MPOs into one MPO, concern with regard to the reduction of informed decision-making, the need for two offices, regional involvement of the two MPOs, and other matters, that rather than a merger or consolidation of the two MPOs, the two MPOs should be redesignated and commit to engaging in preparation of a regional long-range transportation plan, transportation improvement program, project prioritization processes and regional public involvement procedures (joint letter from Sarasota/Manatee MPO Chair Shannon Staub and Charlotte County-Punta Gorda Chair Stephen M. Fabian, Jr., to FDOT District Secretary Ricky Langley dated May 13, 2003);

WHEREAS, the two MPOs were subsequently redesignated and reapportioned;

WHEREAS, the FDOT officially requested that an interlocal agreement be adopted to pursue a joint regional multimodal transportation network (letter from FDOT District Secretary Ricky Langley to Sarasota/Manatee MPO Executive Director Michael Guy dated October 7, 2003);

WHEREAS, as a result an Interlocal Agreement for Joint Regional Transportation Planning and Coordination Between the Sarasota/Manatee and Charlotte County-Punta Gorda MPOs was entered into in January, 2004 (the "2004 Interlocal Agreement");

WHEREAS, the 2004 Interlocal Agreement in Section 5. adopted a conflict resolution process to jointly resolve disputes between the two MPOs;

WHEREAS, in 2004 a Memorandum of Understanding ("MOU") was entered into between the Charlotte County-Punta Gorda MPO and the Sarasota/Manatee MPO to implement the 2004 Interlocal Agreement and to provide for a methodology for ranking project priority lists for submission and funding considerations by the Florida Department of Transportation ("FDOT") for the Transportation Regional Incentive Program ("TRIP") and the Regional Trails Enhancement Program ("RTE") (the "2004 MOU" or "2004 Memorandum of Understanding");

WHEREAS, Section 6. of the 2004 Interlocal Agreement provided that:

Section 6. Duration of Agreement. This Agreement shall have a term of 5 years and shall automatically renew at the end of said 5 years for another 5-year term and every five years thereafter unless terminated or rescinded as set out in Section 8, herein. At the end of the 5-year term and at least every 5 years thereafter, the parties hereto shall examine the terms hereof and agree to amend provisions or reaffirm the same. However, the failure to amend or reaffirm the terms of this Agreement shall not invalidate or otherwise terminate this Agreement. As a condition subsequent to the approval of this Agreement, this Agreement shall be null and void and of no effect should the Governor not issue a letter designating Sarasota/Manatee and Charlotte County-Punta Gorda as individual MPO;

WHEREAS, in pursuit of compliance with Section 6. of the 2004 Interlocal Agreement, the Agreement was reviewed, amended, and revised in 2011 by that certain Amended Interlocal for Joint Regional Transportation Planning and Coordination Between the Sarasota/Manatee and Charlotte County-Punta Gorda MPOs (the "2011 Amended Interlocal Agreement");

WHEREAS, the 2011 Amended Interlocal Agreement related to revision of provisions pertaining to the Joint Transportation Model Coordination, Joint Regional Long Range Transportation Plan (LRTP) Component, Joint Regional

Project Priorities, and the Joint Regional Public Involvement Process Component;

WHEREAS, in Section 5. of the 2011 Amended Interlocal Agreement, the two MPOs adopted a revised conflict resolution of disputes process as jointly agreed to by the Charlotte County-Punta Gorda MPO and the Sarasota/Manatee MPO in February, 2005 (the "2005 Dispute Resolution Process"), but the 2005 Dispute Resolution Process was adopted by reference and was not set forth in the 2011 Amended Interlocal Agreement;

WHEREAS, as Exhibit G to the 2011 Amended Interlocal Agreement, the 2004 MOU was revised and recorded on November 2, 2011, in Official Records Book 3607, Page 1607 at 1654-1656, Public Records of Charlotte County, Florida, but the 2004 MOU was not recorded in Sarasota and Manatee Counties (the 2011 Revised MOU");

WHEREAS, Section 6. of the 2011 Amended Interlocal Agreement provides that:

Section 6. Duration of Agreement. This Agreement shall have a term of 5 years and shall automatically renew at the end of said 5 years for another 5-year term and every five years thereafter unless terminated or rescinded as set out in Section 8, herein. At the end of the 5-year term and at least every 5 years thereafter, the parties hereto shall examine the terms hereof and agree to amend provisions or reaffirm the same. However, the failure to amend or reaffirm the terms of this Agreement shall not invalidate or otherwise terminate this Agreement. As a condition subsequent to the approval of this Agreement, this Agreement shall be null and void and of no effect should the Governor not issue a letter designating Sarasota/Manatee and Charlotte County-Punta Gorda as individual MPOs or decertify either MPO;

WHEREAS, Section 8. of the 2011 Amended Interlocal Agreement provides that:

Section 8. Termination-Rescission. This Agreement shall continue in force unless terminated with or without cause by either MPO by providing

thirty (30) days written notice to the other MPO. This Agreement shall automatically terminate as described in Section 6 should either of the MPOs not be redesignated as individual MPOs.

WHEREAS, the purpose of this Interlocal Agreement is to complete the conduct of a reexamination of its terms and provisions, as required by the 2011 Amended Interlocal Agreement, and to terminate the 2004 Interlocal Agreement, the MOU, the 2011 Amended Interlocal Agreement, and 2011 Revised MOU, and to replace said agreements with an amended, revised, restated, and consolidated new interlocal agreement;

WHEREAS, the economic health of the region is greatly affected by availability and convenience of transportation services; and,

WHEREAS, there is a need to address transportation on a regional basis to meet growing travel demands and obtain federal and state funding in the current competitive funding process in the North Port–Sarasota–Bradenton metropolitan statistical area and for the area subject to the jurisdiction of the Sarasota/Manatee MPO and the Charlotte County-Punta MPO;

WHEREAS, this Agreement is required by Section 339.175(10)(a)2., Florida Statutes, which states:

(10) AGREEMENTS.—

(a) Each M.P.O. shall execute the following written agreements, which shall be reviewed, and updated as necessary, every 5 years:

* * *

2. 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.

WHEREAS, authority for this Agreement is provided by Section 163.01, Florida Statutes, and by Section 339.175(6)(j)1. and 2. and Section 339.175(10)(a)2., Florida Statutes;

WHEREAS, Section 339.175(6)(j)1. and 2., Florida Statutes, states in pertinent part:

(6) POWERS, DUTIES, AND RESPONSIBILITIES.—The powers, privileges, and authority of an M.P.O. are those specified in this section or incorporated in an interlocal agreement authorized under s. 163.01. Each M.P.O. shall perform all acts required by federal or state laws or rules, now and subsequently applicable, which are necessary to qualify for federal aid. It is the intent of this section that each M.P.O. shall be involved in the planning and programming of transportation facilities, including, but not limited to, airports, intercity and high-speed rail lines, seaports, and intermodal facilities, to the extent permitted by state or federal law.

* * *

(j)1. The Legislature finds that the state's rapid growth in recent decades has caused many urbanized areas subject to M.P.O. jurisdiction to become contiguous to each other. As a result, various transportation projects may cross from the jurisdiction of one M.P.O. into the jurisdiction of another M.P.O. To more fully accomplish the purposes for which M.P.O.'s have been mandated, M.P.O.'s shall develop coordination mechanisms with one another to expand and improve transportation within the state. *The appropriate method of coordination between M.P.O.'s shall vary depending upon the project involved and given local and regional needs. Consequently, it is appropriate to set forth a flexible methodology that can be used by M.P.O.'s to coordinate with other M.P.O.'s and appropriate political subdivisions as circumstances demand.*

2. Any M.P.O. may join with any other M.P.O. or any individual political subdivision to coordinate activities or to achieve any federal or state transportation planning or development goals or purposes consistent with federal or state law. When an M.P.O. determines that it is appropriate to join with another M.P.O. . . . to coordinate activities, the M.P.O. . . . shall enter into an interlocal agreement pursuant to s. 163.01, which, at a minimum, creates a separate legal or administrative entity to coordinate the transportation planning or development activities

required to achieve the goal or purpose; provides the purpose for which the entity is created; provides the duration of the agreement and the entity and specifies how the agreement may be terminated, modified, or rescinded; describes the precise organization of the entity, including who has voting rights on the governing board, whether alternative voting members are provided for, how voting members are appointed, and what the relative voting strength is for each constituent M.P.O. . . .; provides the manner in which the parties to the agreement will provide for the financial support of the entity and payment of costs and expenses of the entity; provides the manner in which funds may be paid to and disbursed from the entity; and provides how members of the entity will resolve disagreements regarding interpretation of the interlocal agreement or disputes relating to the operation of the entity. Such interlocal agreement shall become effective upon its recordation in the official public records of each county in which a member of the entity created by the interlocal agreement has a voting member. This paragraph does not require any M.P.O.'s to merge, combine, or otherwise join together as a single M.P.O.

(emphasis added); and

WHEREAS, 23 CFR §450.104 defines the term MPA or "metropolitan planning area" as "the geographic area determined by agreement between the MPO(s) for the area and the Governor(s), which must at a minimum include the entire urbanized area and the contiguous area expected to become urbanized within [at least] a 20-year forecast period for the metropolitan transportation plan [the LRTP], and may include additional areas";

WHEREAS, 23 CFR §450.312(h)(1) provides that:

(h) Subject to paragraph (i) of this section, where the Governor(s) and MPO(s) have determined that the size and complexity of the MPA make it appropriate to have more than one MPO designated for an MPA, the MPOs within the same MPA shall, at a minimum:

(1) Establish written agreements that clearly identify coordination processes, the division of transportation planning responsibilities among and between the MPOs, and procedures for joint decision-making and the resolution of disagreements;

WHEREAS, 23 CFR §450.314(b) and (d) provides that:

§450.314 Metropolitan planning agreements.

* * *

(b) The MPO, the State(s), and the providers of public transportation should periodically review and update the agreement, as appropriate, to reflect effective changes.

* * *

(d) If more than one MPO has been designated to serve an urbanized area, there shall be a written agreement among the MPOs, . . . describing how the metropolitan transportation planning processes will be coordinated to assure the development of consistent metropolitan transportation plans and TIPs across the MPA boundaries, particularly in cases in which a proposed transportation investment extends across the boundaries of more than one MPA. . . . The metropolitan transportation planning processes for affected MPOs should, to the maximum extent possible, reflect coordinated data collection, analysis, and planning assumptions across the MPAs. Alternatively, a single metropolitan transportation plan and/or TIP for the entire urbanized area may be developed jointly by the MPOs in cooperation with their respective planning partners. Coordination efforts and outcomes shall be documented in subsequent transmittals of the UPWP and other planning products, including the metropolitan transportation plan and TIP, to the State(s), the FHWA, and the FTA;

WHEREAS, one of the purposes of this Agreement is to implement 23 CFR §§450.312 and 450.314, to comply with Section 339.175(10)(a)2., Florida Statutes and to implement Section 339.175(6)(j)1. and 2., Florida Statutes; and

WHEREAS, this Agreement is provided in contemplation of discussions between the Florida Department of Transportation, the Charlotte County-Punta

Gorda MPO, and the Sarasota/Manatee MPO in 2003 and thereafter to provide for interlocal transportation planning.

NOW, THEREFORE, in consideration of the covenants made by each party to the other and of the mutual benefits to be realized by the parties hereto, the sufficiency of consideration being agreed to by the parties hereto, and the parties desiring to be legally bound do agree as follows:

Section 1. Recitals; Definitions.

(a) Each and all of the above recitals is incorporated herein. The failure of any of the recitals to be true and correct shall not invalidate this Agreement.

(b) The terms as used in this Agreement shall be defined as follows, unless the usage and context clearly indicates to the contrary:

“Agreement” means this instrument, as amended from time to time.

“Charlotte County-Punta Gorda MPO” means the Charlotte County-Punta Gorda Metropolitan Planning Organization, currently created and operated pursuant to an interlocal agreement recorded on January 5, 2018, in Official Records Book 4270, Page 1308, Public Records of Charlotte County, Florida.

“Effective Date” of this Agreement, any amendment hereto, or any termination of this Agreement shall be the date on which the original instrument has been recorded in the Public Records of Charlotte, Manatee, and Sarasota Counties.

“Facilitator” means one who helps the Charlotte County-Punta Gorda MPO and the Sarasota/Manatee MPO to design and follow a meeting agenda and assists the two MPOs to communicate more effectively throughout the dispute resolution process set forth in this Agreement. The facilitator has no authority to make or recommend a decision but may recommend alternatives as part of the facilitation process.

“FDOT” means the Florida Department of Transportation.

“Initiation Letter” means a letter from either the Charlotte County-Punta Gorda MPO or the Sarasota/Manatee MPO to the other MPO, which formally identifies a dispute, asks the other MPO and other named parties to

engage in the dispute resolution process pursuant to this Agreement to resolve the dispute, and at a minimum, attend the initial settlement meeting.

"LRTP" means Long Range Transportation Plan as provided for in 23 CFR §45.306 and Section 339.175(7), Florida Statutes, and as amended from time to time.

"MPA" or "metropolitan planning area" means the geographic area determined by agreement between the MPO(s) for the area and the Governor(s), which must at a minimum include the entire urbanized area and the contiguous area expected to become urbanized within [at least] a 20-year forecast period for the metropolitan transportation plan [the LRTP], and may include additional areas. See 23 CFR §450.104.

"MPO" means a metropolitan planning organization as provided for in 23 USC §134, 49 USC §5303, and Section 339.175, Florida Statutes.

"Named Party" means any jurisdiction, public or private organization, group or individual who is named in an Initiation Letter, which is admitted by the Charlotte County-Punta Gorda MPO and the Sarasota/Manatee MPO to participate in the settlement of a dispute, and which also automatically includes the Charlotte County-Punta Gorda MPO and the Sarasota/Manatee MPO. Being a Named Party in the conflict resolution process shall not be construed to convey or limit standing in any judicial or administrative proceeding.

"North Port-Port Charlotte UZA" means the North Port-Port Charlotte urbanized area (UACE [Urban Area Census Code number] UACE 63838) as described by the U.S. Bureau of the Census in 77 Federal Register 18651 (March 27, 2012).

"Representative" means an individual who is given guidance and authority to act, to the extent possible, by either Charlotte County-Punta Gorda MPO and the Sarasota/Manatee MPO, in a conflict or dispute resolution case pursuant to this Agreement.

"Response Letter" means a letter by which a Representative formally notifies the initiator and other named parties of the responding

MPO's position, and whether the MPO is willing to participate in the process and, at a minimum, attend at least one settlement meeting.

"RTE" means the FDOT's Regional Trails Enhancement program also known as the "Regional Transportation Alternatives Program (RTAP)".

"Sarasota-Bradenton UZA" means the Sarasota-Bradenton urbanized area (UACE 79606) as described by the U.S. Bureau of the Census in 77 Federal Register 18651 (March 27, 2012) *citing* www.census.gov/geo/www/ua/2010urbanruralclass.html.

"Sarasota/Manatee MPO" means the Sarasota/Manatee Metropolitan Planning Organization currently created and operated pursuant to an interlocal agreement recorded on November 3, 2014 in Official Records Book 2542, Page 7416, Public Records of Manatee County, Florida, and on November 13, 2014 in Official Records Instrument 2014136157, Public Records of Sarasota County, Florida.

"Settlement Agreement" means an agreement tentatively approved by the Representatives authorized by the Named Parties. Final approval of the Agreements may take the form of memorandums of understanding, contracts, interlocal agreements, or other forms mutually agreed to by the Charlotte County-Punta Gorda MPO and the Sarasota/Manatee MPO, or as required by law. Not all of the Named Parties need to agree to a settlement.

"TIP" means transportation improvement plan as provided for in 23 USC §134(j) and Section 339.175(8), Florida Statutes, and as amended from time to time.

"TRIP" means the Transportation Regional Incentive Program as provided for in Section 339.2819, Florida Statutes, as amended from time to time.

"2004 Interlocal Agreement" means the Interlocal Agreement for Joint Regional Transportation Planning and Coordination Between the Sarasota/Manatee and Charlotte County-Punta Gorda MPOs entered into in 2004.

"2004 Memorandum of Understanding" or "2004 MOU" is an agreement was entered into between the Charlotte County-Punta Gorda MPO and the Sarasota/Manatee MPO to implement the 2004 Interlocal Agreement and to provide for a methodology for ranking project priority lists for submission and funding considerations by the Florida Department of Transportation ("FDOT") for the Transportation Regional Incentive Program ("TRIP") and the Regional Trails Enhancement Program ("RTE"). The Agreement is unrecorded but on file in the records of the Charlotte County-Punta Gorda MPO and the Sarasota/Manatee MPO.

"2011 Amended Interlocal Agreement" means the Amended Interlocal Agreement for Joint Regional Transportation Planning and Coordination Between the Sarasota/Manatee and Charlotte County-Punta Gorda MPOs recorded on November 2, 2011, in Official Records Book 3607, Page 1607, Public Records of Charlotte County, Florida,

"2011 Revised MOU" means Exhibit G to the 2011 Amended Interlocal Agreement, recorded on November 2, 2011, in Official Records Book 3607, Page 1607 at 1654-1656, Public Records of Charlotte County, Florida.

"UPWP" means the Unified Planning Work Programs of each MPO, as amended from time to time.

Section 2. Purpose.

(a) The purpose of this Agreement is to promote and establish an administrative forum for communication and coordination between the Charlotte County-Punta Gorda MPO and the Sarasota/Manatee MPO and to foster joint regional cooperation and conduct regarding transportation planning in accordance with the goals, policies, concepts, and requirements of 23 U.S.C. §134 and 49 U.S.C. §5303, all as amended by the Intermodal Surface Transportation Efficiency Act of 1991 (Public Law 102-240, Dec. 18, 1991, 105 Stat. 1914), the Transportation Equity Act for the Twenty-first Century (Public Law 105-178, June 9, 1998, 112 Stat. 107), the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), Public Law 109-59, Aug. 10, 2005, 119 Stat. 1839; Moving Ahead for Progress in the

21st Century Act (MAP-21), Public Law 112-141, July 6, 2012, 126 Stat. 500, and Fixing America's Surface Transportation Act (FAST Act), Public Law 114-94, December 4, 2015; 23 CFR §§450.306, and 450.312; and Section 339.175, Florida Statutes, and successor legislation and regulations. More specifically, this Agreement establishes the commitment by each party to this Agreement to develop joint regional transportation planning products and processes for the tri-county region of Manatee, Sarasota and Charlotte Counties, subject to the jurisdiction of the Sarasota/Manatee MPO and the Charlotte County Punta Gorda MPO.

(b) Southwest Florida Transportation Planning Alliance.

(1) The purpose of this Agreement is also to create and provide a separate administrative entity to serve as a forum for transportation planning, coordination, and communication among the Charlotte County-Punta Gorda MPO and the Sarasota/Manatee MPO pursuant to this Agreement to be known as the Southwest Florida Transportation Planning Alliance. Notwithstanding the existence of this administrative entity consisting of both the Charlotte County-Punta Gorda MPO and the Sarasota/Manatee MPO Governing Boards, no action shall be effective by the Southwest Florida Transportation Planning Alliance, unless approved separately by the Governing Boards of both the Charlotte County-Punta Gorda MPO and the Sarasota/Manatee MPO. Further, the Charlotte County-Punta Gorda MPO and the Sarasota/Manatee MPO need not meet jointly as the Southwest Florida Transportation Planning Alliance to take action. The Southwest Florida Transportation Planning Alliance is merely a name assigned to an administrative structure which structure and coordination will be conducted in accordance with the requirements of this Agreement. No funds will be handled, incurred, obligated, or disbursed by the Southwest Florida Transportation Planning Alliance.

(2) The boundaries of the Southwest Florida Transportation Planning Alliance shall be the jurisdictional boundaries of the Charlotte County-Punta Gorda MPO and the Sarasota/Manatee MPO, as amended from time to time. The members of the Southwest Florida

Transportation Planning Alliance shall be the Charlotte County-Punta Gorda MPO and the Sarasota/Manatee MPO.

(3) **Record Keeping.** If the two MPOs meet jointly, the staff of the host MPO shall provide a recording secretary for any joint meetings of both MPOs. Record keeping and other clerical responsibilities shall be the duty of the MPO staff consistent with any MPO hosting a meeting. All minutes shall be distributed to all members of each MPO's Governing Board within not more than thirty (30) days after the holding of a meeting. Duplicate records of the official proceedings of the Southwest Florida Transportation Planning Alliance will be kept in the headquarters office of each MPO office. Records shall be maintained in accordance with the public records law, Chapter 119, Florida Statutes.

(4) **Risk of Loss.** The Charlotte County-Punta Gorda MPO and the Sarasota/Manatee MPO acknowledge that as a mere administrative entity or structure, the Southwest Florida Transportation Planning Alliance cannot sue or be sued, nor bear any legal liability. Therefore, the parties to this Agreement agree that each MPO subject to this Agreement shall continue to maintain such insurance coverage as may be required to cover the additional risks associated with membership and participation in the Southwest Florida Transportation Planning Alliance entity. Members covered by a self-insurance program shall notify their respective covering-entities of this Agreement so that any added risk may be factored.

Section 3. Planning Products. The parties hereby agree to coordinate and collaborate in good faith and with due diligence to develop the following joint regional planning products:

(a) **Joint Transportation Model Coordination.** During the development and updates of each MPO's travel forecast model as part of each MPO's LRTPs, the Charlotte County MPO and the Sarasota/Manatee MPO will coordinate the development of each MPO's model's external stations. This effort, as deemed necessary, may include an exchange of necessary and current data and staff meetings.

(b) Joint Regional Long Range Transportation Plan (LRTP) Component. The Charlotte County MPO and the Sarasota/Manatee MPO will identify and designate by mutual agreement of the two MPOs of the Joint Regional Multi-Modal Transportation System as a component of each MPO's LRTP. Specifically, this exercise will identify regionally significant corridors and facilities. This identified system will be studied and refined as necessary as part of each MPO's LRTP update and considered throughout the LRTP process and analysis. Each MPO's Long Range Transportation Plan will be consistent with this regional plan.

(c) Joint Regional Project Priorities. Based on the determination of the Joint Regional Multi-Modal Transportation System described above in paragraph 3(b), the Charlotte County MPO and the Sarasota/Manatee MPO annually will identify their respective priorities on the identified Regional Multi-Modal Transportation System and include said projects in the respective MPO's Transportation Improvement Programs (TIP). Each MPO's TIP and Project Priorities will be consistent with the identified Regional Project Priorities. This collaboration and the products developed will reoccur annually during the term of this Agreement and will be a continuing obligation and commitment.

(d) Joint Regional Public Involvement Process Component. The Charlotte County MPO and the Sarasota/Manatee MPO developed a joint public participation procedure in 2005. Since that time, the FHWA has adopted regulations relating to the contents and composition of public participation plans as set forth in 23 CFR §450.316, and each MPO has adopted their own public participation plans. Therefore, the parties agree that the 2005 public participation plan adopted in 2005 is hereby terminated, and in adopting plans or priorities subject to this Agreement, each will utilize their own adopted public participation plan to obtain public input.

(e) TRIP and RTE Collaboration.

(1) In respect to the TRIP and RTE programs, the Charlotte County-Punta Gorda MPO and the Sarasota/Manatee MPO agree to rotate the number one (1) project priority between Charlotte, Manatee, and

Sarasota County for each round of negotiation related to the TRIP and RTE programs. The rotation or taking of turns, as described in section 3.(e)(3) as the number one priority project upon the Effective Date of this Agreement shall be Sarasota County first which is the current priority position for Sarasota County immediately prior to the Effective Date of this Agreement, Charlotte County second, and Manatee County third. Thereafter, the rotation order will then begin all over again.

(2) The Charlotte County-Punta Gorda MPO and the Sarasota/Manatee MPO agree that the project funding requests will be submitted and ranked as reasonably practical in each negotiating round to equate to an equitable percentage of funding for both the TRIP and RTE programs between the parties of approximately 67% of the funds for the Sarasota/Manatee MPO and approximately 33% of the funds for the Charlotte County-Punta Gorda MPO. The two MPOs further agree to submit projects for the TRIP and RTE programs which are reasonable in amount considering the total of available FDOT District funds for the programs in that round of solicitation so as to be consistent with the parties' intent to decide funding allocation of 67% to the Sarasota/Manatee MPO and 33% to the Charlotte County-Punta Gorda MPO.

(3) The Charlotte County-Punta Gorda MPO and the Sarasota/Manatee MPO recognize, understand, and agree that the equity percentage of funding may fluctuate from year to year and round to round based upon FDOT's funding award decisions, but the overall intent and understanding is that between the three (3) counties there shall be a rotation or taking of turns as the number one priority for funding and awards equivalent to the equal percentages of 33% for each of the three (3) counties within the two MPOs.

Section 4. Staff Services and Costs. The Executive Directors and staffs of each MPO will be responsible for development of the joint regional products identified in this Agreement with review and final approval by each MPO Governing Board. In this regard, each MPO will cooperate to equitably assign and share in the needed staff resources to accomplish these regional efforts as specified in their respective UPWP. Similarly, non-MPO staff services and costs

for the joint regional efforts and products identified in this Agreement will be borne by each individual MPO as described in its UPWP with deference to the size and budgets of the respective MPOs. The parties agree, as may be necessary in order to carry out the terms and commitments of this Agreement, to cooperate in seeking Federal, State and local funding for the joint regional products to be developed.

Section 5. Planning Jurisdiction and Responsibilities.

(a) All MPO transportation planning relating to the UPWP, TIP, LRTP, requirements of this Agreement, or any matters assigned by Federal or Florida law, relating to portions of the North Port-Port Charlotte UZA located within Manatee or Sarasota Counties shall be within the exclusive jurisdiction and authority of the Sarasota/Manatee MPO.

(b) All MPO transportation planning relating to the UPWP, TIP, LRTP, requirements of this Agreement, or any matters assigned by Federal or Florida law, relating to portions of the Sarasota-Bradenton UZA located within Charlotte County shall be within the exclusive jurisdiction and authority of the Charlotte County-Punta Gorda MPO.

(c) Notwithstanding the foregoing, the Sarasota/Manatee MPO and the Charlotte County-Punta Gorda MPO pledge to consult with one another in promotion of the common goal of comprehensive transportation planning with regard to matters relating to the Sarasota-Bradenton UZA located within Charlotte County and the North Port-Port Charlotte UZA located within Manatee or Sarasota Counties.

Section 6. Conflict Resolution.

(a) Purpose and Intent.

(1) The Charlotte County-Punta Gorda MPO and the Sarasota/Manatee MPO mutually commit to use the following described Conflict Resolution Process to resolve any conflicts related to issues covered in this Agreement. Notwithstanding the foregoing, the Charlotte County-Punta Gorda MPO and the Sarasota/Manatee MPO do not waive their respective rights to seek declaratory judgments as provided in Chapter 86, Florida Statutes.

(2) It is the intent of the Charlotte County-Punta Gorda MPO and the Sarasota/Manatee MPO to promote the safe and efficient management, operation, and development of surface transportation systems that will serve the mobility needs of people and freight within the urbanized areas of Manatee, Sarasota and Charlotte Counties. To aide in the accomplishment of these objectives the Charlotte County-Punta Gorda MPO and the Sarasota/Manatee MPO hereby establish a conflict resolution process to address any conflict that may arise in the planning and programming of regionally significant transportation projects and programs. It is the intent of the parties to this Agreement, as provided in Section 164.1041, Florida Statutes, that this Agreement sets forth an alternative dispute resolution process, and that the dispute resolution process in Chapter 164, Florida Statutes, shall not apply to disputes subject to this Agreement.

(3) Each MPO is responsible for the planning and programming of transportation facilities, including, but not limited to, major roadways, airports, seaports, transit systems and intermodal or multimodal terminals that will function as an integrated regional metropolitan transportation system. This conflict resolution process set forth in this Agreement will primarily focus on regionally significant plans; programs and projects, as identified in this Agreement and as designed, approved, or amended from time to time, as provided in this Agreement.

(4) With regard to the conflict resolution process, each MPO shall retain the authority to limit its respective Representative's decision-making or negotiating authority to such action agreed to by a majority of its respective MPO Governing Board voting members present and voting at a MPO meeting at which a quorum is present. This conflict resolution process consists of two basic components; an Initiation/Response phase and a Settlement phase.

(b) Initiation /Response Phase of the Process.

(1) This process must be initiated through the issuance of an Initiation Letter, by either one or both of the Charlotte County-Punta

Gorda MPO and the Sarasota/Manatee MPO to the other MPO. Any public or private, individual or group can participate if requested and named by either of the two MPOs. Others persons or legal entities may contribute at various points in a session by mutual agreement of the Representatives of the Charlotte County-Punta Gorda MPO or the Sarasota/Manatee MPO. Such an Initiation Letter shall identify the issues to be discussed, Named Parties to be involved in the conflict resolution process, the initiating MPO's Representative and others who will attend, and a brief history of the dispute indicating why it is appropriate for this process.

(2) To initiate the dispute resolution process one MPO sends an Initiation Letter to the other MPO requesting a Settlement meeting and providing its perspective on the issue. Within seven (7) days from receipt of the Initiation Letter, the MPO Directors, or their designees, of the Charlotte County-Punta Gorda MPO and the Sarasota/Manatee MPO shall confer and agree to meet within thirty (30) days. The purpose of the settlement meeting shall be to review the issue in the Initiation Letter, determine if a resolution of the issue can be reached at the staff level, and make a joint report to each MPO's respective Governing Board regarding any conflict issue. Either the seven (7) day or the thirty (30) day time frame may be expanded by written Agreement of the two Representatives.

(3) The responding MPO Board will consider and provide a response letter regarding its Board's position within fifteen (15) days of the Governing Board's consideration of the issue. The fifteen (15) day time frame may be expanded by written Agreement of the two Representatives.

(4) If required deadlines or any other reason necessitates a quicker resolution of the issue, the two MPOs through their Representatives may mutually agree to expedite this process.

(5) If any conflict issue is not resolved through the expressed positions of the Charlotte County-Punta Gorda MPO and the Sarasota/Manatee MPO Governing Boards, the Charlotte County-Punta Gorda MPO and the Sarasota/Manatee MPOs will schedule a joint settlement

meeting. Prior to the joint settlement meeting, the two MPOs shall produce and distribute to all parties a report assessing the issues identified in the dispute.

(c) Settlement Phase.

(1) Settlement Meetings. At the joint settlement meeting, the MPOs will explain their positions, explore options, and seek a mutually acceptable agreement. A neutral facilitator may, upon mutual agreement by the MPOs, facilitate the settlement meeting. Any cost or expenses for facilitators, attorneys, other consultants, or expenses associated with such an agreement or with this conflict resolution process shall be shared equally by both MPOs. At the joint settlement meeting, the MPOs shall consider guidelines for participation, identify the issues to be addressed, and present their concerns. The two MPOs will then explore options for a solution and seek agreement. If the initial joint settlement meeting produces no agreement, the parties can proceed to additional joint settlement meetings or other settlement measures through mutual agreement.

(2) Settlement Agreements and Reports. The form of all settlements reached through this process shall be determined by the two MPOs, and may include interlocal agreements, concurrent resolutions, memoranda of understanding, plan amendments, or other forms as appropriate. Agreements signed by designated Representatives may be in the form of recommendations to the respective MPO Governing Boards and will be subject to their formal approval. The agreements may be included in the MPO LRTP and/or TIP where appropriate. The settlement agreement is not subject to challenge, but the implementing actions maybe. After any settlement meeting(s), the MPOs shall develop a joint report to each respective Governing Board, which shall, at a minimum include:

- Identification of the issues discussed and copies of any agreements reached;
- A list of potentially affected or involved jurisdictions, organizations, groups, or individuals;

- A time frame for starting and ending informal negotiations, additional settlement meetings, or joint meetings of elected bodies, as agreed to by both MPOs;
- A written fee allocation agreement to cover any costs of agreed upon conflict resolution procedures, if agreed upon or applicable; and
- A description of responsibilities and schedules for implementing and enforcing agreements reached. The report shall include any statements that any named party wishes to include.

(d) **Designate Representative.** Unless determined to the contrary by a particular MPOs Governing Board, the designated Representative for that MPO shall be the MPO's Director. A particular MPO may designate a different Representative by giving notice as provided for herein of the appointment of a different Representative.

Section 7. Term of Agreement. This Agreement shall have a term of ten (10) years commencing on the Effective Date of this Agreement. The Agreement shall terminate on December 31, 2028, but the Agreement may be renewed or extended by amendment to the Agreement. In 2023 and 2028, the parties hereto shall examine the terms of this Agreement, and the parties may agree to amend the provisions of this Agreement as may be appropriate. The failure to amend, reaffirm, or re-examine the terms of this Agreement shall not invalidate or otherwise terminate this Agreement.

Section 8. Amendment or Modification. This Agreement may only be modified with the approval of both Governing Boards of the Charlotte County-Punta Gorda MPO and the Sarasota/Manatee MPO by adopting an amendment hereto. Any amendment shall not be effective until an executed original amendment signed by the Chair of both MPOs is recorded in the Public Records as required by Section 163.01(11), Florida Statutes.

Section 9. Termination. This Agreement shall continue in force, unless terminated with or without cause by either MPO by providing thirty (30)

days written notice to the other MPO. This Agreement may also be terminated by agreement of both MPOs in writing. Upon notice given by one MPO to the other MPO, or upon an agreement by both MPOs to terminate this Agreement, a written termination of this Agreement shall be recorded in the Public Records of the counties described in Section 163.01(11), Florida Statutes. No termination shall be effective until the written termination of this Agreement shall be recorded in the Public Records of the appropriate counties.

Section 10. Liability.

(a) The parties agree that nothing created or contained in this Agreement shall be construed, interpreted or inferred to establish any joint liability amongst or between the parties by the actions or omissions of its individual governing board members, officials, employees or agents, in their official or personal capacities acting pursuant to the terms of this Agreement.

(b) As provided by Section 768.28(19), Florida Statutes (2017), the Charlotte County-Punta Gorda MPO and the Sarasota/Manatee MPO further agree that no provision of this Agreement shall require one party to indemnify or insure the other party for the other party's negligence or to assume any liability for the other party's negligence. Neither the Sarasota/Manatee MPO nor Charlotte County-Punta Gorda MPO by entry into this Agreement waives any defense of sovereign immunity, or increases the limits of its liability. Any liability of one MPO to the other MPO for damages arising from an act or omission under this Agreement shall not exceed \$25,000. Each MPO shall bear its own attorneys' and paralegal fees for any action for damages or to enforce this Agreement either at law or in equity.

Section 11. No Joint Employment. The parties agree that this Agreement is not intended nor does it create any joint employment agreement status between the Charlotte County-Punta Gorda MPO and the Sarasota/Manatee MPO or the employees of one MPO to the employees of the other MPO. And further, it is agreed that each employee of the respective parties shall remain under the sole direction, control and employment of only that employer.

Section 12. Notice.

(a) A notice or communication, under this Agreement hereunder by one MPO to the other MPO shall be sufficiently given or delivered if dispatched by hand delivery, by nationally recognized overnight courier (*i.e.* – Federal Express, United Parcel Service, *etc.*), or by U.S. certified mail, postage prepaid, return receipt requested. A receipt for giving notice by certified U.S. Mail or nationally recognized overnight courier must be obtained and maintained by the MPO giving notice. Notice is sufficient if given and addressed to the following: To the Sarasota/Manatee MPO:

Executive Director
Sarasota/Manatee MPO
7632 15th Street East
Sarasota, Florida 34243

With Copy To:

ATTN: Sarasota/Manatee MPO General Counsel
Weiss, Serota, Helfman, Cole & Bierman, P.L.
200 East Broward Blvd. – Suite 200
Ft. Lauderdale, FL 33301

To the Charlotte County-Punta Gorda MPO:

Director
Charlotte County-Punta Gorda MPO
25550 Harborview Rd,
Port Charlotte, FL 33980

(b) Notices; Addresses; Time. Either party may unilaterally change its addressee or address by giving written notice thereof to the other party but the change is not effective until the change notice is actually received by the other party. For all other noticed matters, notice given by U.S. certified mail, return receipt requested, properly addressed and with postage fully prepaid, is deemed given when deposited in the United States mails within the continental United States, if the notice is thereafter delivered in due course at the address to which properly sent. For all other noticed matters, notice given by nationally recognized overnight courier service prepaid, properly addressed is deemed given when deposited with the courier within the continental United States, if the notice is

thereafter delivered in due course at the address to which properly sent. Notice given by manual hand delivery is deemed given only when actually received by the recipient.

(c) **Relay of Official Notices and Communications.** If either MPO receives any notice from a governmental body or governmental officer that pertains to this Agreement (including but not limited to those notices from FDOT, the Federal Transit Administration, or the Federal Highway Administration), or receives any notice of litigation or threatened litigation affecting this Agreement or matters subject to this Agreement, the receiving party shall promptly send it (or a copy of it) to the other party to this Agreement by giving notice.

Section 13. Ratification of Actions. This Agreement serves as action by the Charlotte County-Punta Gorda MPO and the Sarasota/Manatee MPO as a ratification *nunc pro tunc* of all action taken by either MPO with regard to any action to adopt or implement the 2004 Interlocal Agreement, the 2004 Memorandum of Understanding or 2004 MOU, the 2011 Amended Interlocal Agreement, and the 2011 Revised MOU. Further, this Agreement expressly ratifies those Agreements.

Section 14. Termination of Certain Agreements. This Agreement terminates the 2004 Interlocal Agreement, the 2004 Memorandum of Understanding" or 2004 MOU, the 2011 Amended Interlocal Agreement, and the 2011 Revised MOU.

Section 15. Effective Date of Agreement or Amendment. As required by Section 163.01(11), Florida Statutes, this Agreement shall not become effective until the executed original Agreement is filed with the Clerks of the Circuit Courts of Charlotte, Manatee, and Sarasota Counties.

IN WITNESS WHEREOF, the foregoing parties through their authorized officers has set their respective hands and seals as follows:

SARASOTA/MANATEE
METROPOLITAN PLANNING
ORGANIZATION, a legal entity
created by interlocal agreement
and existing pursuant to Section
339.175, Florida Statutes

By: _____
Vanessa Baugh, Chair

ATTEST:

Agency Clerk

Date: _____, 2018

STATE OF FLORIDA)
COUNTY OF MANATEE)

The foregoing instrument was acknowledged before me this ____ day of _____, by Vanessa Baugh, as Chair of the Sarasota/Manatee Metropolitan Planning Organization, a legal entity created by interlocal agreement and existing pursuant to Section 339.175, Florida Statutes. She is personally known to me or has produced _____ as identification.

Notary Public – State of Florida

CHARLOTTE COUNTY-PUNTA
GORDA METROPOLITAN
PLANNING ORGANIZATION, a
legal entity created by interlocal
agreement and existing pursuant
to Section 339.175, Florida
Statutes

By: _____
Stephen R. Deutsch, Chair

ATTEST:

Date: _____, 2018

Agency Clerk

STATE OF FLORIDA)
COUNTY OF CHARLOTTE)

The foregoing instrument was acknowledged before me this ____ day of _____, by Stephen R. Deutsch, as Chair of the Charlotte County-Punta Gorda Metropolitan Planning Organization, a legal entity created by interlocal agreement and existing pursuant to Section 339.175, Florida Statutes. He is personally known to me or has produced _____ as identification.

Notary Public – State of Florida

Interchange Access Requests A Revised Approach



January 22, 2018



**Florida Department of
Transportation**

**Interchange Access Request
User's Guide**

Systems Implementation Office

**January 2018
Version 1.0**



Presentation Outline

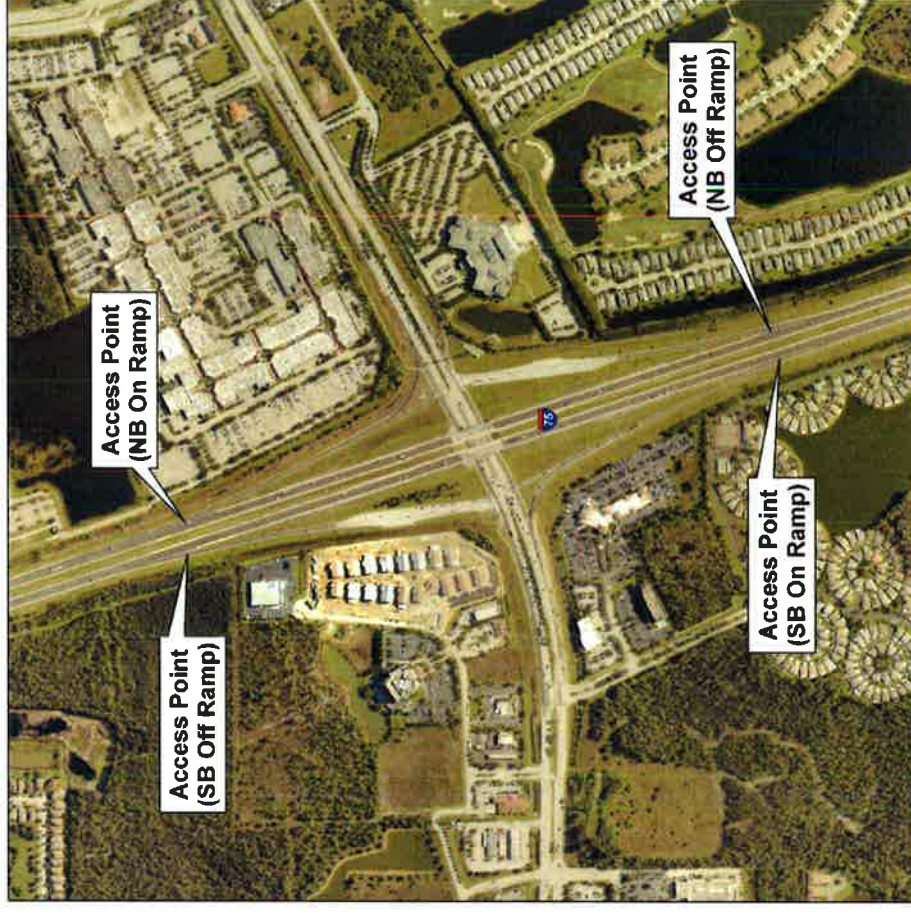
-  **Interchange Access Request (IAR) Overview**
-  **Federal Highway Administration (FHWA) Policy**
-  **FHWA/FDOT Programmatic Agreement**
-  **IAR Process**
-  **Approval Authorities**

Interchange Access Requests

- » Requests for new or modified access to the Interstate Highway System and non-interstate limited access facilities on the State Highway System (SHS)
- » The Requestor:
 - Can be FDOT, local government, MPO or transportation authority
 - Is responsible for collecting data and conducting all required analyses
 - Defines study design or scope of work
 - Develops and submits Methodology Letter of Understanding (MLOU)
 - Performs appropriate Quality Control
 - Revises IAR documents
 - Submits final IAR document to the Interchange Review Coordinator (IRC) for an acceptance decision
- » District IRC (DIRC) must be more involved in development-driven projects and must involve the State IRC (SIRC) early in the project (local government is the requester)

Interchange Access Requests

- » What is an access point?
 - Entrance ramps, exit ramps, “locked gate” access points, and ramps to collector/distributor roadways
 - For example, a diamond interchange has four access points
- » Examples of access modification:
 - Reconfiguration of an interchange
 - Completion of basic movements at an existing partial interchange
 - Shortening the length of an off-ramp
 - Addition of lanes to an on-ramp



Interchange Access Requests

- » IAR shall be consistent with adopted statewide and local transportation plans
- » MPO or other local government plans need to support IAR proposal
- » IAR shall consider all fatal flaws and environmental issues that might influence the National Environmental Policy Act (NEPA) compliance phase of the project
- » IAR shall identify the environmental considerations that influenced the outcome of the alternative development and selection process
- » Funding plan to be in place prior to approval of IAR proposal

Interchange Access Requests - Documentation

» Interchange Access Request Documents

- **Methodology Letter of Understanding (MLOU)** – required for all IJR and IMRs
 - For IOAR projects, the DIRC will determine the need for MLOU
- **Interchange Operational Analysis Report (IOAR)**
 - Minor modification to existing interchange
 - For example: signalization of an existing stop-controlled ramp terminal intersection
- **Interchange Modification Report (IMR)**
 - Significant modification to existing interchange
 - For example: conversion of a diamond interchange to a DDI, completion of basic movements at an existing partial interchange
- **Interchange Justification Report (IJR)**
 - Proposed new full or partial interchange
 - Requires highly detailed analysis and documentation for planning-level justification of need for and operational impact of proposed new access

MLOU Contents

- » Identify Project's Purpose and Need
- » Define Analysis Years (existing, opening, interim and design years)
- » Coordination with MPOs and other affected entities
- » Data Collection (roadway geometry, traffic counts, origin-destination data, crash data, heavy vehicle data, speed and travel time data, etc.)
- » Travel Demand Model Selection and Forecasting
- » Traffic Operational and Safety Analysis Performance Measures
- » Environmental Consideration (identify any fatal flaws)
- » Commitment to FHWA's Policy Points

IAR Document Contents

- » The Interchange Access Request document shall include:
 - Executive summary (addressing FHWA's two policy points)
 - Purpose and need (covering operational and safety deficiencies)
 - Study methodology (initially presented in MLOU)
 - Existing conditions evaluation
 - Travel demand forecasting
 - Alternatives analysis
 - Funding plan and schedule
 - Recommendation (preferred alternative)
 - All supporting documentation

Non-Interchange Access Requests (Non-IAR)

- » Common examples of Non-IAR Projects (do not require an access request)
 - Addition of storage lanes at the terminus of existing off-ramp
 - Relocation of ramp terminal along the same roadway without shortening of the off-ramp
 - Extension of an on-ramp as an auxiliary lane extending to downstream interchange
 - Implementation of ramp metering
 - Widening (addition of through lanes) on crossroad at ramp terminals
 - “In kind” bridge replacement/modification without changing laneage

All New Interchange Proposals

- » Will require Interchange Justification Report (IJR) document preparation and approval
 - Approval of IJR does not guarantee a project's construction
 - All IJR's must address FHWA's Two Policy Points
- » Project Development & Environment (PD&E) Study must address other FHWA policies, leading to NEPA approval
- » NEPA documents can be prepared concurrently with IJR, or following the IJR approval

Interchange Spacing Standards

- » Florida Administrative Code
Rule 14-97.003 - Access Control Classification System and Access Management Standards
- » Spacing standard applies to both directions along interstate

Table 1 Access Management Standards for Limited Access Facilities		
Access Class	Segment Location	Applicable Interchange Spacing Standard
1	Area Type 1 – CBD & CBD Fringe for Cities in Urbanized Areas	1 Mile
	Area Type 2 – Existing Urbanized Areas Other Than Area Type 1	2 Miles
	Area Type 3 – Transitioning Urbanized Areas and Urban Areas Other Than Area Type 1 OR 2	3 Miles
	Area Type 4 – Rural Areas	6 Miles

CBD – central business district

Comparison of 2009 and 2017 FHWA Policy on Access to the Interstate

	Previous FHWA Policy – August 27, 2009	Revised Policy – May 22, 2017
Policy Point 1	Existing roadway network cannot be improved to handle the current and/or future traffic demand. Note: This policy does not apply for Categorical Exclusion Type I projects	Not Applicable. Evaluated in the Purpose and Need during PD&E
Policy Point 2	The request cannot be adequately satisfied by reasonable transportation system management alternatives	Not Applicable. Addressed and evaluated the alternatives analysis during PD&E
Policy Point 3	The request does not have a significant adverse impact on the operation and safety of the freeway system	New Policy Point 1
Policy Point 4	The proposed access connects to a public road only and will provide for all traffic movements	New Policy Point 2
Policy Point 5	The proposal considers and is consistent with local and regional land use and transportation plans	Not Applicable. Addressed during PD&E Through planning consistency (required in NEPA) and land use evaluation as part of socio-cultural effect evaluation During NEPA.
Policy Point 6	The proposed modification lies within the context of a long-range system or network Plan	Not Applicable. Addressed during NEPA during alternative development and planning consistency.
Policy Point 7	Appropriate coordination has occurred between the development and any proposed transportation system improvements	Not Applicable. Addressed during NEPA through public involvement process
Policy Point 8	The proposal does not have any fatal environmental flaws	Not Applicable. Addressed during NEPA through environmental analysis

FHWA Policy Points to be Addressed within the IAR

» Policy Point 1:

- An Operational and Safety analysis has concluded that the proposed change in access does not have a significant adverse impact on the safety and operation of the Interstate facility.

The analysis includes:

- at least the first adjacent interchange on either side of the proposed change in access and,
 - at least the first major signalized intersection on either side of the proposed change in access
- Requests for change in access includes a description of impacts on operations of both interstate facilities and local street network. As well as include a conceptual plan of type and location of signs to support each design alternative.

FHWA Policy Points to be Addressed within the IAR

» Policy Point 2

- The proposed access connects to a public road only and will provide for all traffic movements.
- The proposed access will be designed to meet or exceed current standards
- In rare instances where all basic movements are not provided by the proposed design, the report should include a full-interchange option with a comparison of the operational and safety analyses to the partial interchange option
- The report should also include the mitigation proposed to compensate for the missing movements, including wayfinding signage, impacts on local intersections, mitigation of driver expectation leading to wrong-way movements on ramps, etc.
- The report should describe whether future provision of a full interchange is precluded by the proposed design.

FHWA Programmatic Agreement (PA)

- » Originated from the Moving Ahead for Progress in the 21st Century Act (MAP-21, Section 1505)
- » Executed on April 2, 2015 between the FHWA Florida Division and FDOT
 - Agreement has a renewable term of five (5) years
- » Allows for expedited approval process for some IAR projects
- » Allows FDOT Central Office Chief Engineer to grant acceptance on behalf of FHWA for projects covered under Programmatic Agreement
- » State Interchange Review Coordinator (SIRC) responsible for notifying FHWA about the approval decision

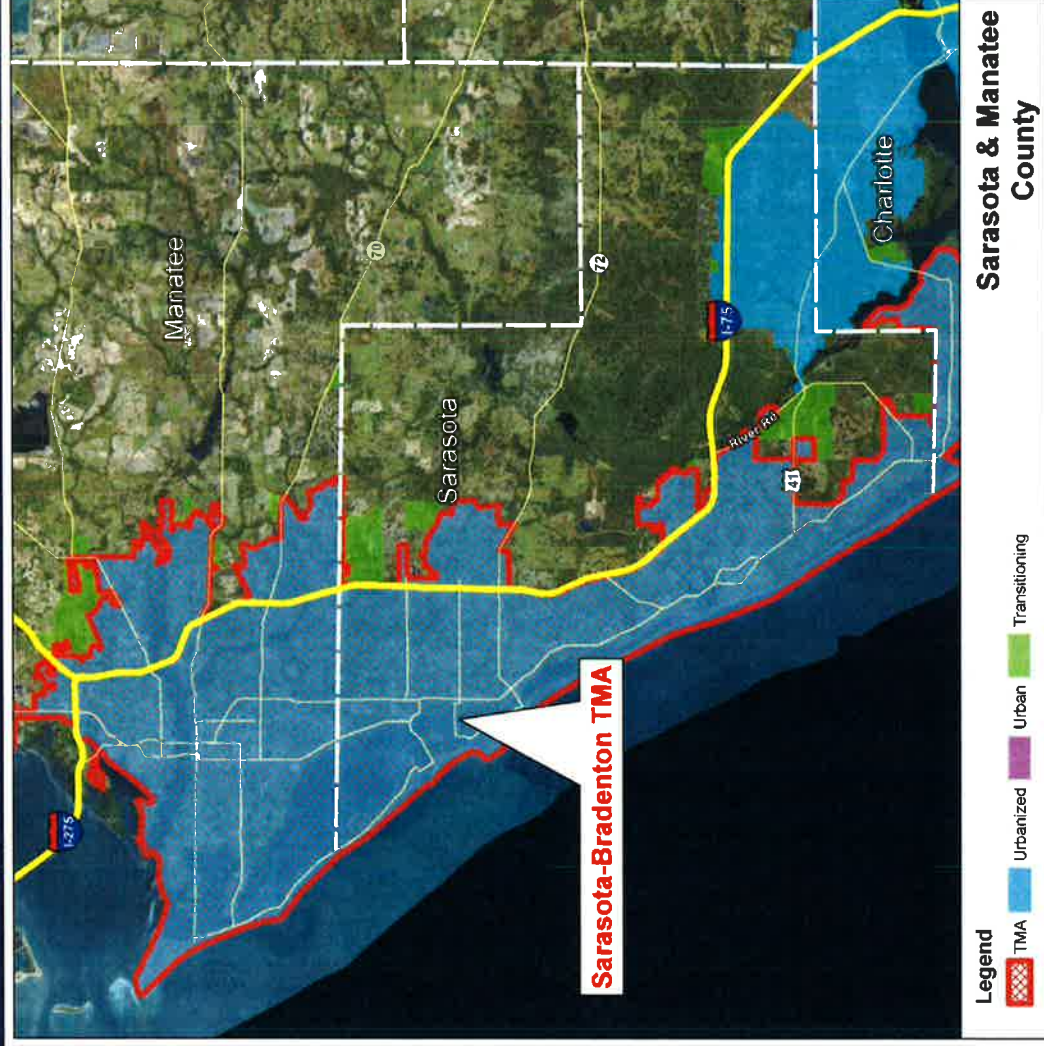
Interstate Projects Covered Under the Programmatic Agreement

- » Examples of Interstate Projects Covered Under PA:
 - New full service interchanges (IJR) outside Transportation Management Areas (TMAs)
 - 44% of interstate system in FDOT District 1 falls outside of TMAs
 - Modifications to service interchanges (IMR and IOAR)
 - An exception is when access is provided to a different road not previously served that is located within a TMA
 - Completion of basic movements at existing partial interchange

Interstate Projects Exempted from the PA

(Requires FHWA review and approval)

- » New full service (freeway to crossroad) interchanges inside TMAs
- » New system (freeway to freeway) interchanges (inside or outside TMAs)
- » New partial interchanges (inside or outside TMAs)
- » Modifications to system (freeway to freeway) interchange, including express lane to express lane ramp connections
- » Closure of individual access points that result in partial interchanges or closure of entire interchanges
- » Locked gate access (Water Management District access road, for example)
- » Other projects that are exempted from the Programmatic Agreement
 - Projects requiring Environmental Impact Statement (EIS) under NEPA
 - Projects with issues related to National Policy or substantial controversy
 - Any other projects as required by FHWA

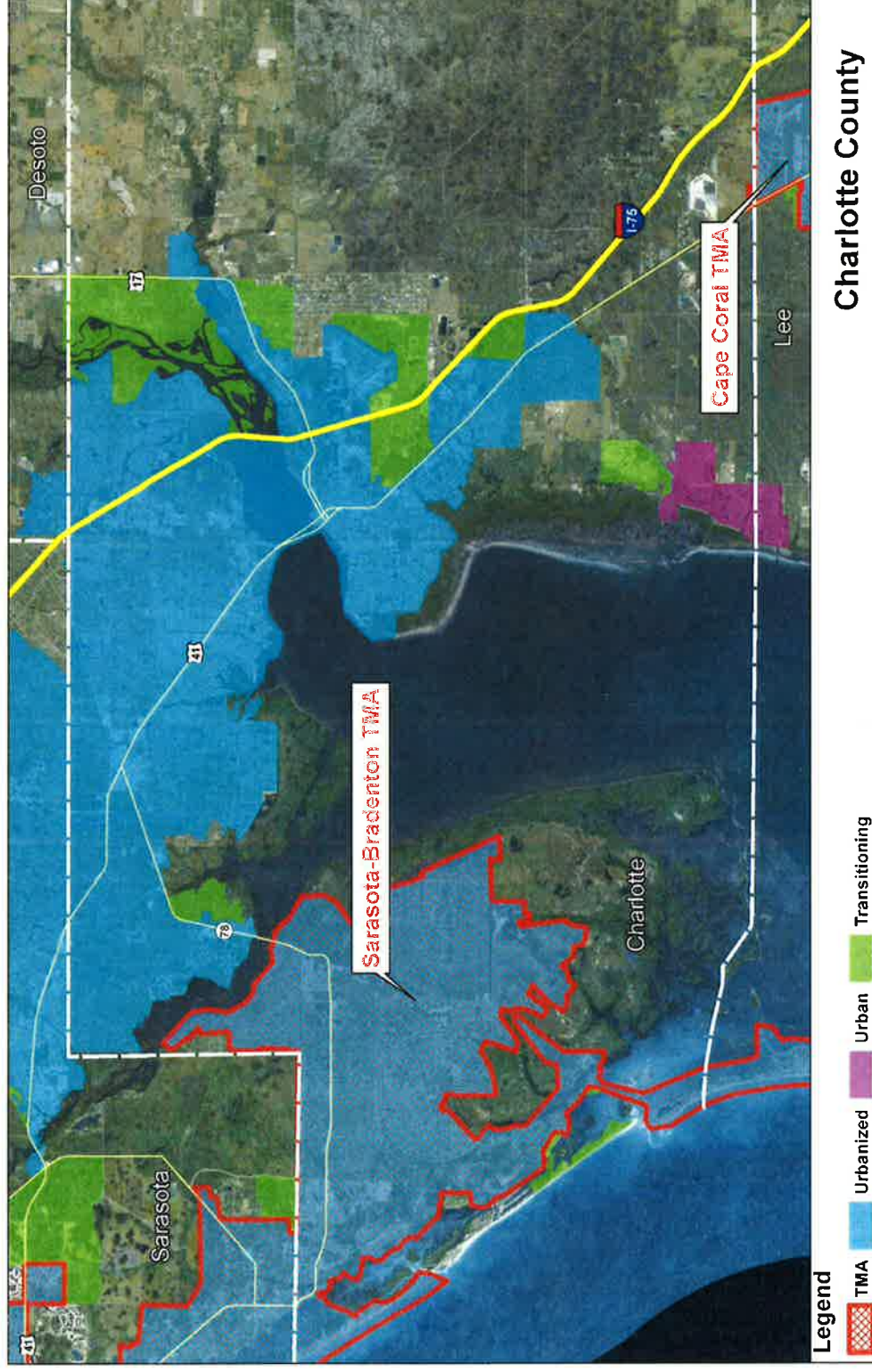


Rural Area – an area outside an urban area with population centers of less than 5,000 persons

Transitioning Area – An area that exhibits characteristics between rural and urban

Urban Area – An area having a population of 5,000 to 49,999 and not within any urbanized areas

Urbanized Area – An area with a population of 50,000 or greater



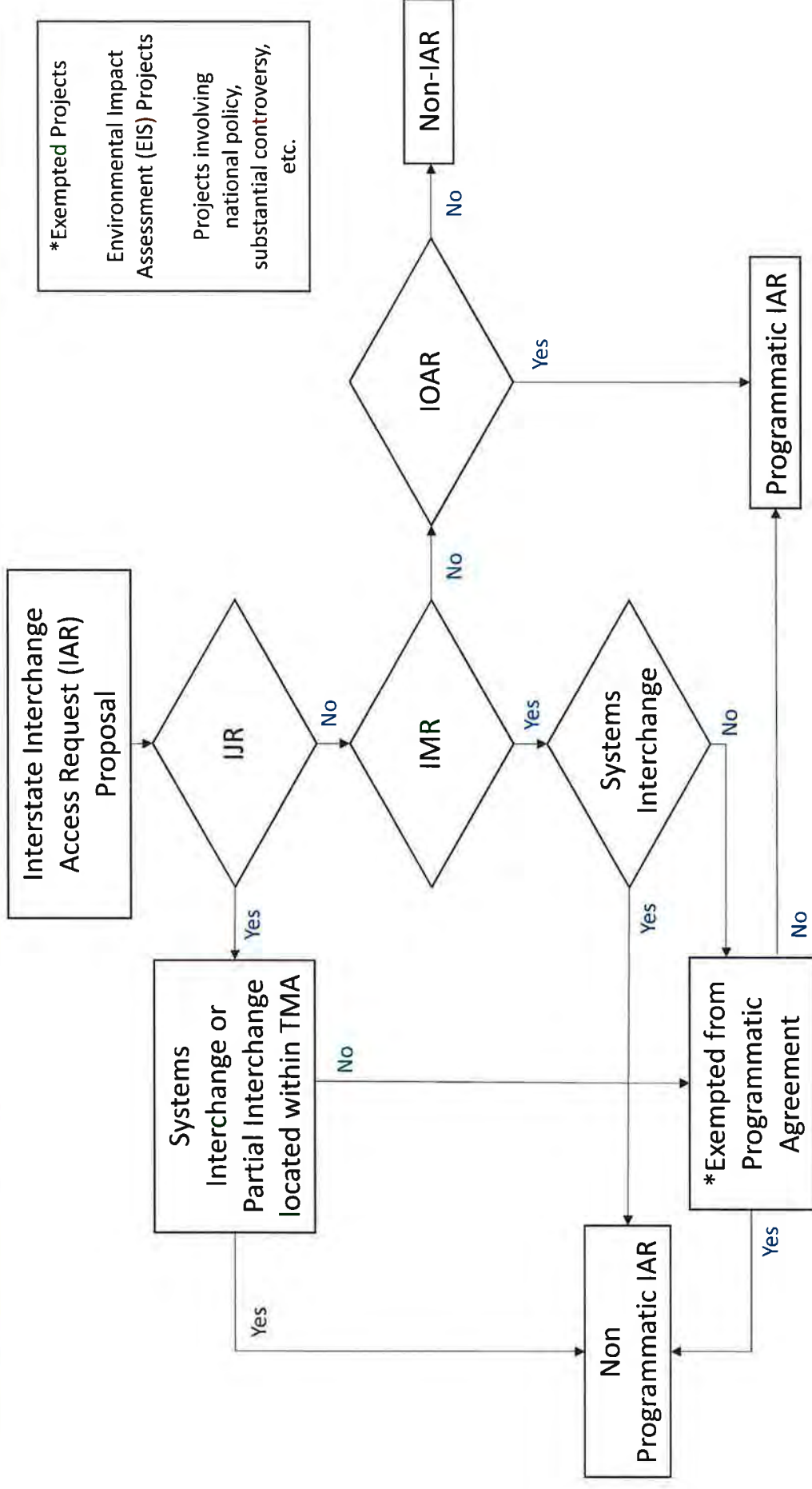
Rural Area – An area outside an urban area with population centers of less than 5,000 persons

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Urban Area – An area having a population of 5,000 to 49,999 and not within any urbanized areas

Urbanized Area – An area with a population of 50,000 or greater

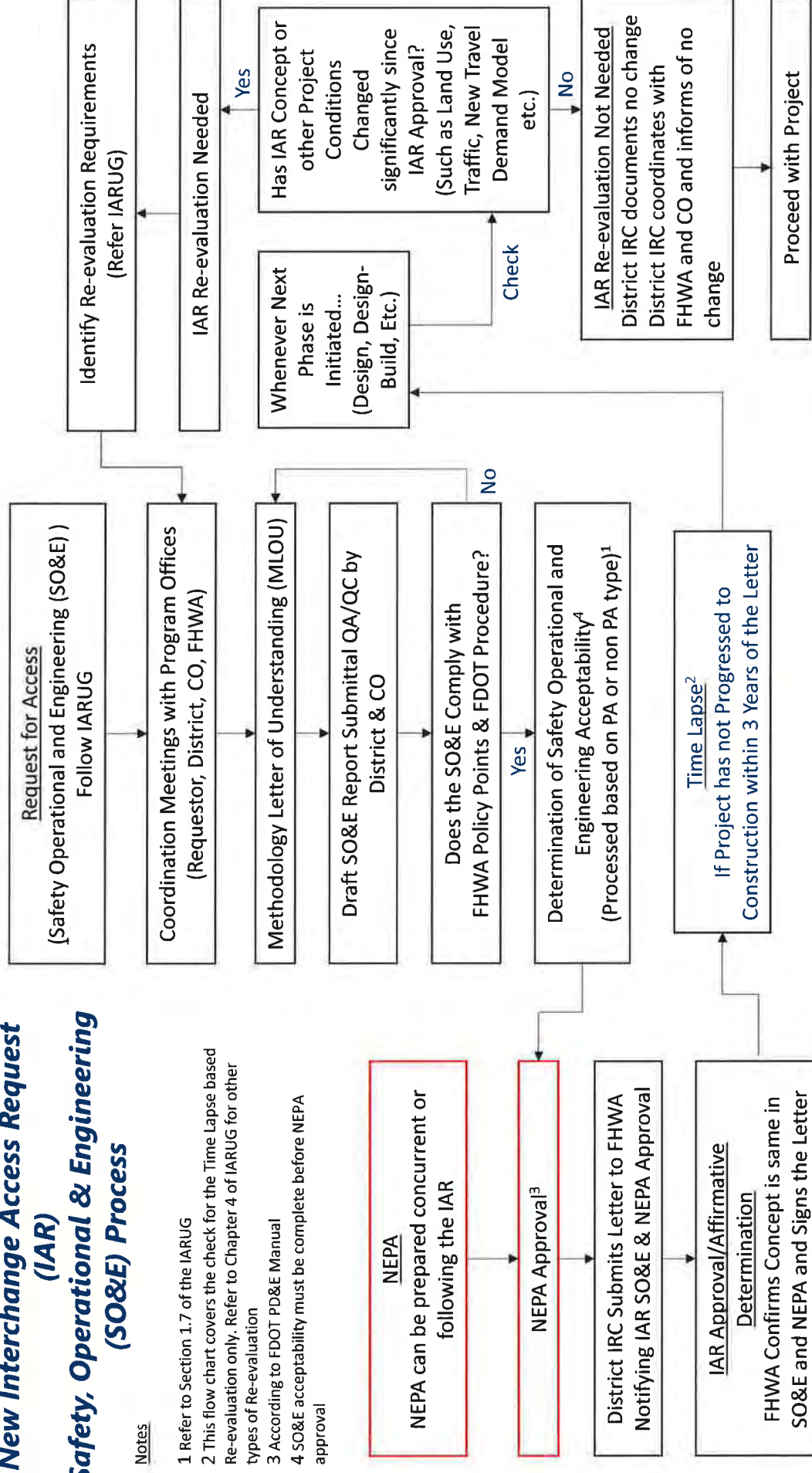
Determination of Programmatic versus Non-Programmatic Interchange Access Request



New Interchange Access Request (IAR) **Safety, Operational & Engineering (SO&E) Process**

Notes

- 1 Refer to Section 1.7 of the IARUG
- 2 This flow chart covers the check for the Time Lapse based Re-evaluation only. Refer to Chapter 4 of IARUG for other types of Re-evaluation
- 3 According to FDOT PD&E Manual
- 4 SO&E acceptability must be complete before NEPA approval



The IAR Review Process

- » Requester submits IAR document to DIRC
- » DIRC conducts a review and returns it to requestor with comments
- » Requestor reviews, addresses and resolves comments and resubmits to DIRC
- » DIRC requests the SIRC to review the revised document
- » SIRC returns document with comments which are forwarded to requestor and addressed
- » Final document approval depends on whether project is identified as PA or Non-PA

Programmatic Interchange Access Request Approval Authorities

Approval Authority		MLOU			IAR		
		UR	IMR	IOAR ¹	UR	IMR	IOAR
Requester		✓	✓	✓	✓	✓	✓
District IRC		✓	✓	✓	✓	✓	✓
Central Office	Systems Management Administrator	✓	✓	✓	✓	✓	✓
	Chief Engineer (or Delegate)				✓	✓	✓
	Assistant Secretary ISD (or Delegate)				✓		
FHWA					•	•	•

Note: ✓ Review and approve the document

1 For an IOAR, the IRC will determine the need for an MLOU

- Concurs with FDOT Chief Engineer's determination of engineering, operational and safety acceptability as agreed upon in the Programmatic Agreement. FHWA Transportation Engineers should be involved when developing MLOU

Non-Programmatic Interchange Access Request Approval Authorities

Approval Authority		MLOU				Interchange Access Request			
		Interstate				Non-Interstate			
		UR	IMR	IOAR ¹		UR	IMR	IOAR	
District	Requester	✓	✓			✓	✓	✓	✓
	IRC	✓	✓			✓	✓	✓	✓
	District Secretary						✓	✓	✓
Central Office	Systems Management Administrator	✓	✓			✓	✓		
	Assistant Secretary ISD					✓			
	FHWA	✓	✓			✓	✓		

Note: ✓ Review and approve the document

1 All IOAR projects qualify for delegation under the Programmatic Agreement. The IRC will determine the need for a MLOU.

Non-Interstate Toll Facility Interchange Access Request Approval Authorities

Approval Authority	Florida Turnpike			Other Expressway Authorities		
	IJR*	IMR*	IOAR	IJR*	IMR*	IOAR
Requester	✓	✓	✓	✓	✓	✓
Turnpike IRC	✓	✓	✓			
District IRC	✓	✓		✓	✓	
Systems Management Administrator	✓			✓		

Note: ✓ Review and approve the document

* District IRC acceptance will not be needed for IJR, IMRs not on the state highway system or IJR, IMRs not impacting state highways. This determination will be made in coordination with District IRC and SIRC during the project.

Contact Information

Christopher Simpron

Model, Level of Service & District Interchange Review Coordinator

Systems Implementation Office

FDOT, District 1-Headquarters

801 N. Broadway Avenue

Bartow, FL 33830

Office: (863) 519-2343

Email: Christopher.Simpron@dot.state.fl.us

FDOT Interchange Access Request website:

<http://www.fdot.gov/planning/systems/programs/sm/intjus/>



River Road Regional Interstate Connector

Background:

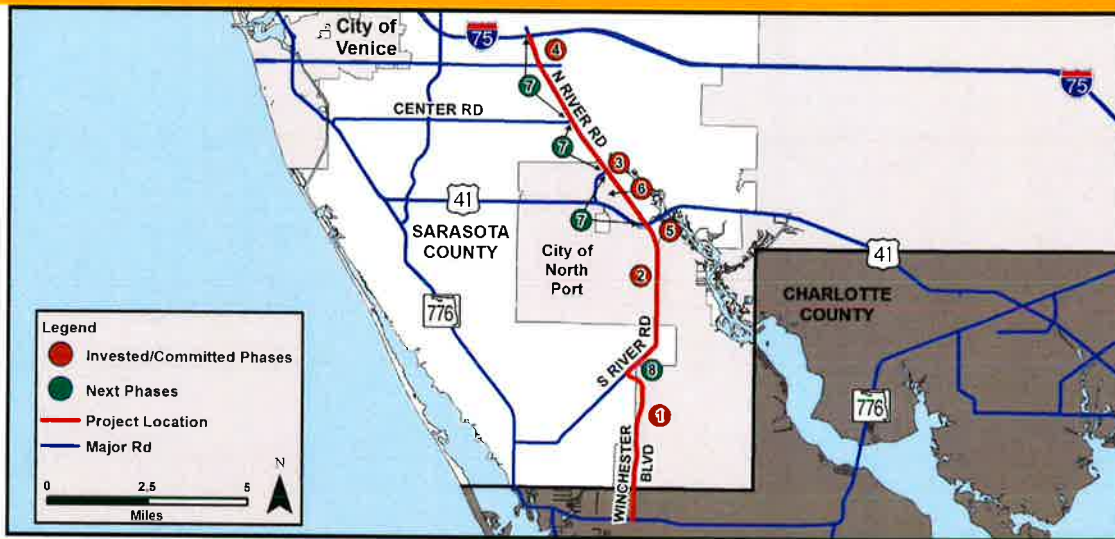
- Major arterial roadway from State Road 776 (Charlotte County) to Interstate 75 (Sarasota County).
- 13.5-mile-long widening and elevation improvement.
- Add capacity, correct deficiencies and hurricane evacuation.
- Add bicycle lanes, sidewalks, streetscape and street lighting.
- Multiple partners and stakeholders.

Design complete from U.S. 41 to I-75: 6-lane and 4-lane sections consistent with PD&E and projected traffic analysis.



RIVER ROAD

Overall Project Phases:



Total Invested/Committed to Date: \$52.6 million.

Next Phases (continued):

1. Winchester Boulevard (2002)

- Completed 2-lane roadway – State Road 776 (Charlotte County) to River Road (Sarasota County).
- Joint project between Sarasota and Charlotte counties: **\$10 million** construction.

2. River Road ROW acquisition north and south of U.S. 41 (2006 – present)

- Acquisition to date: **\$11.3 million**. *
- Exchange agreement with Thomas Ranch: Approximately 236 acres for River Road ROW. Approximate value: **\$10.6 million**.

3. West Villages Parkway and River Road partial intersection (2010)

- Completed construction: **\$5.9 million**.

4. River Road: U.S. 41 to I-75 full construction plans (2013)

- Completed construction plans: **\$4.5 million**.

5. River Road and U.S. 41 ultimate intersection and signalization (2014)

Completed Construction and Engineering Inspection (CEI).

- North Port Impact Fees: **\$6.4 million**.
- West Villages District: **\$1.9 million**.
- Sarasota County: **\$1.1 million**.
- (Total **\$9.4 million**.)

6. Development agreement approved (2016)

- Joint-use ponds: West Villages Improvement District
- River Road: U.S. 41 to West Villages Parkway.
- Committed value: **\$900,000**.

* Includes **\$3.6 million** in ROW acquisition for River Road and U.S. 41 intersection.

Next Phases:

7. River Road construction, I-75 to U.S. 41 (pending)

- U.S. 41 to West Villages Parkway: \$23 million.
- West Villages Parkway to Center Road: \$17 million.

- Center Road to I-75: \$20 million.

- Design (planned funding in 2018).

- Remaining ROW from U.S. 41 to I-75: \$4.6 million (planned funding in 2018).

- Temporary resurfacing: \$3 million (completed in 2017).

8. Design/construction/ROW acquisition (future)

- River Road: Winchester Boulevard to U.S. 41.

- Winchester Boulevard add two lanes.

- State Road 776 (Charlotte County) to River Road (Sarasota County).

- Costs: TBD.

- Winchester Boulevard to U.S. 41: \$30 million.

- Winchester Boulevard from State Road 776 to South River Road: \$TBD.

Funding Strategy Moving Forward:

Metropolitan Planning Organization major project priorities list

- Financially feasible plan.
- 2025, 2030, 2040 Pursue majority funding from federal/state.

State partnership

- Potential transfer of portions of River Road to state ownership in exchange for transfer of portions of State Road 758 to county ownership.
- State Infrastructure Bank Loan program for potential partial funding.
- State and county funding planned in 2018 for ROW acquisition and design update from U.S. 41 to I-75.

Continue to pursue P3 opportunities

- Various road segments, ROW and improvements.

Continue to pursue/engage in ROW acquisition

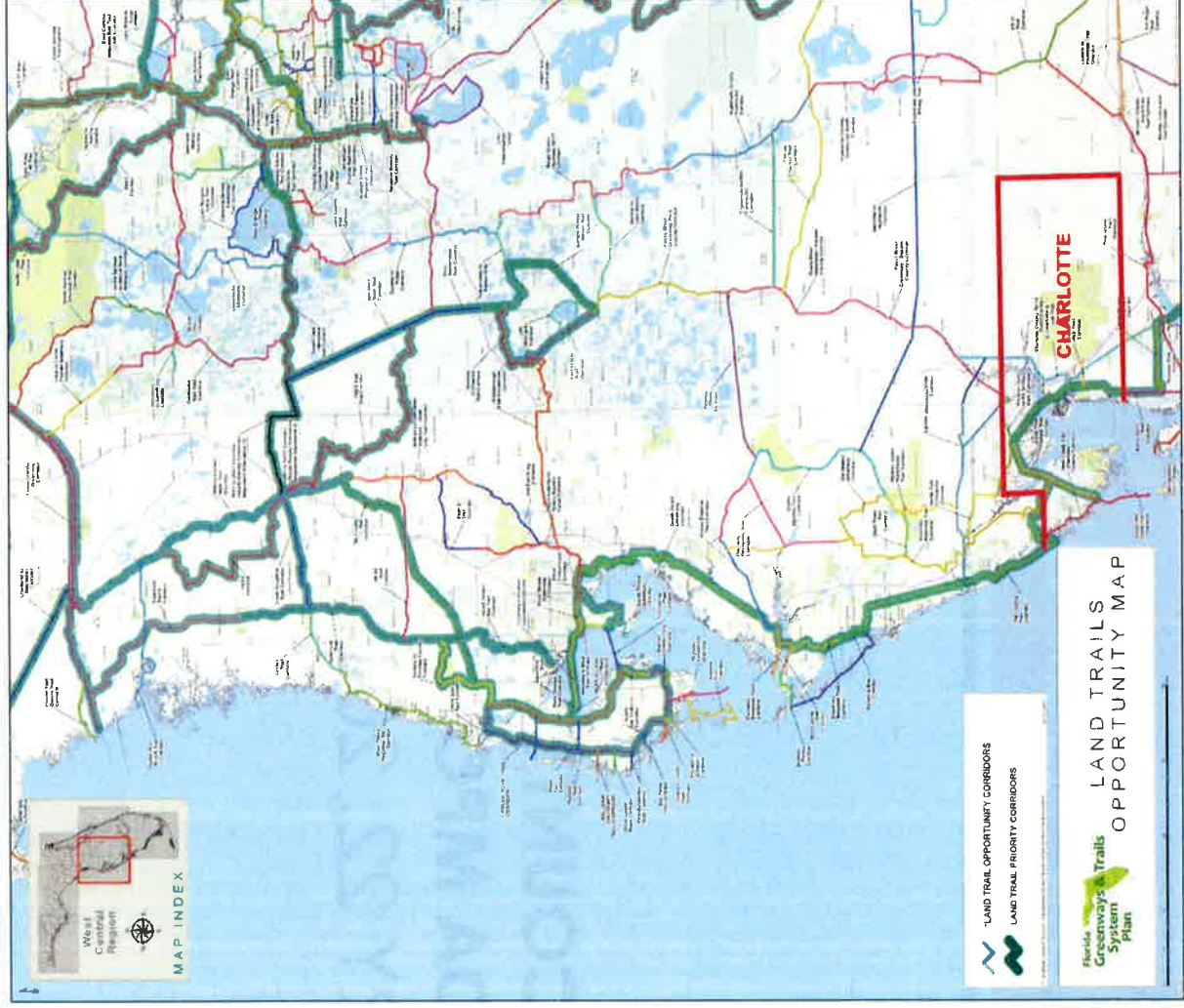
- Utilize available funding sources where feasible (Impact/Mobility Fees).

SUN -Trail Update

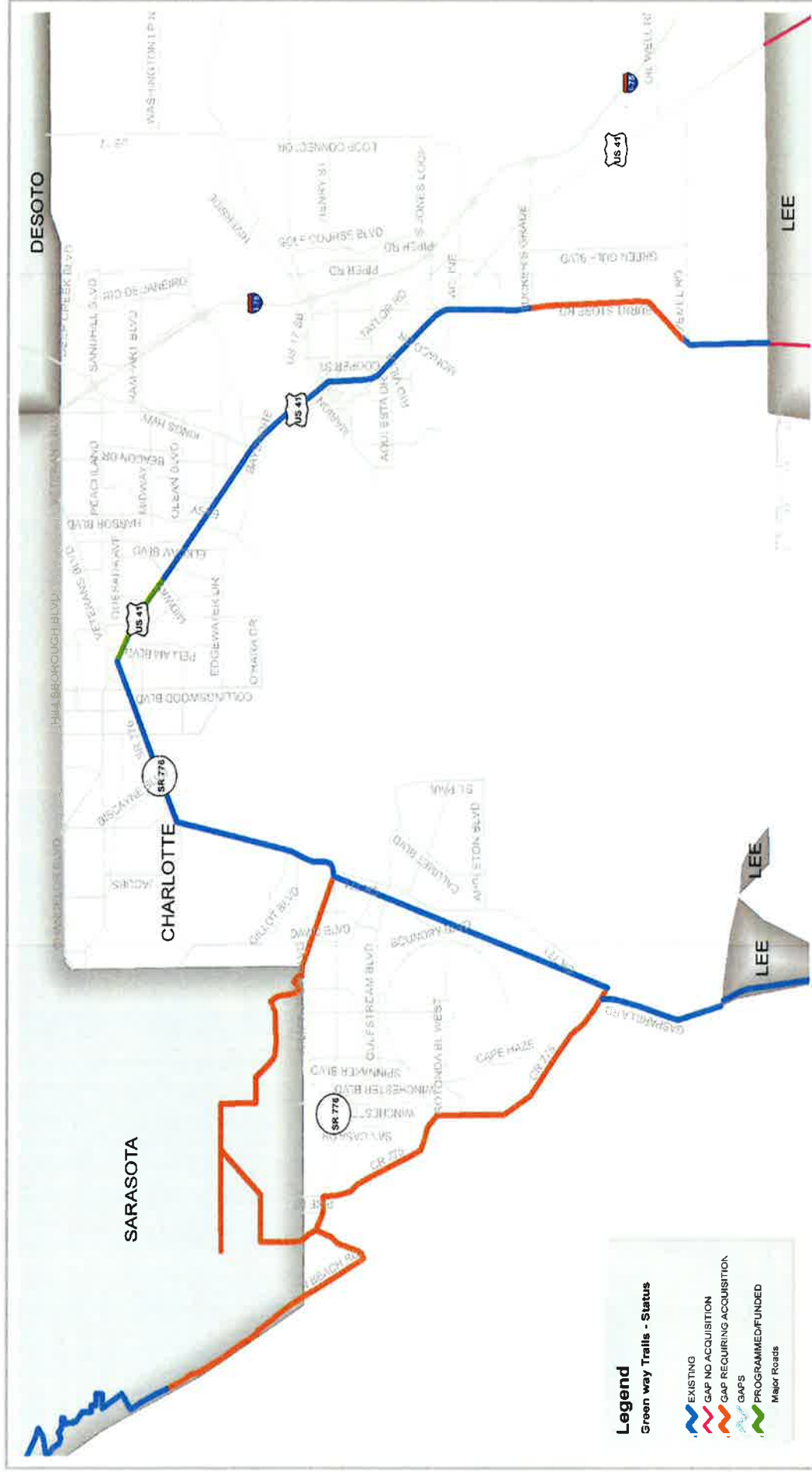
CHARLOTTE COUNTY-PUNTA GORDA MPO JANUARY 22, 2018



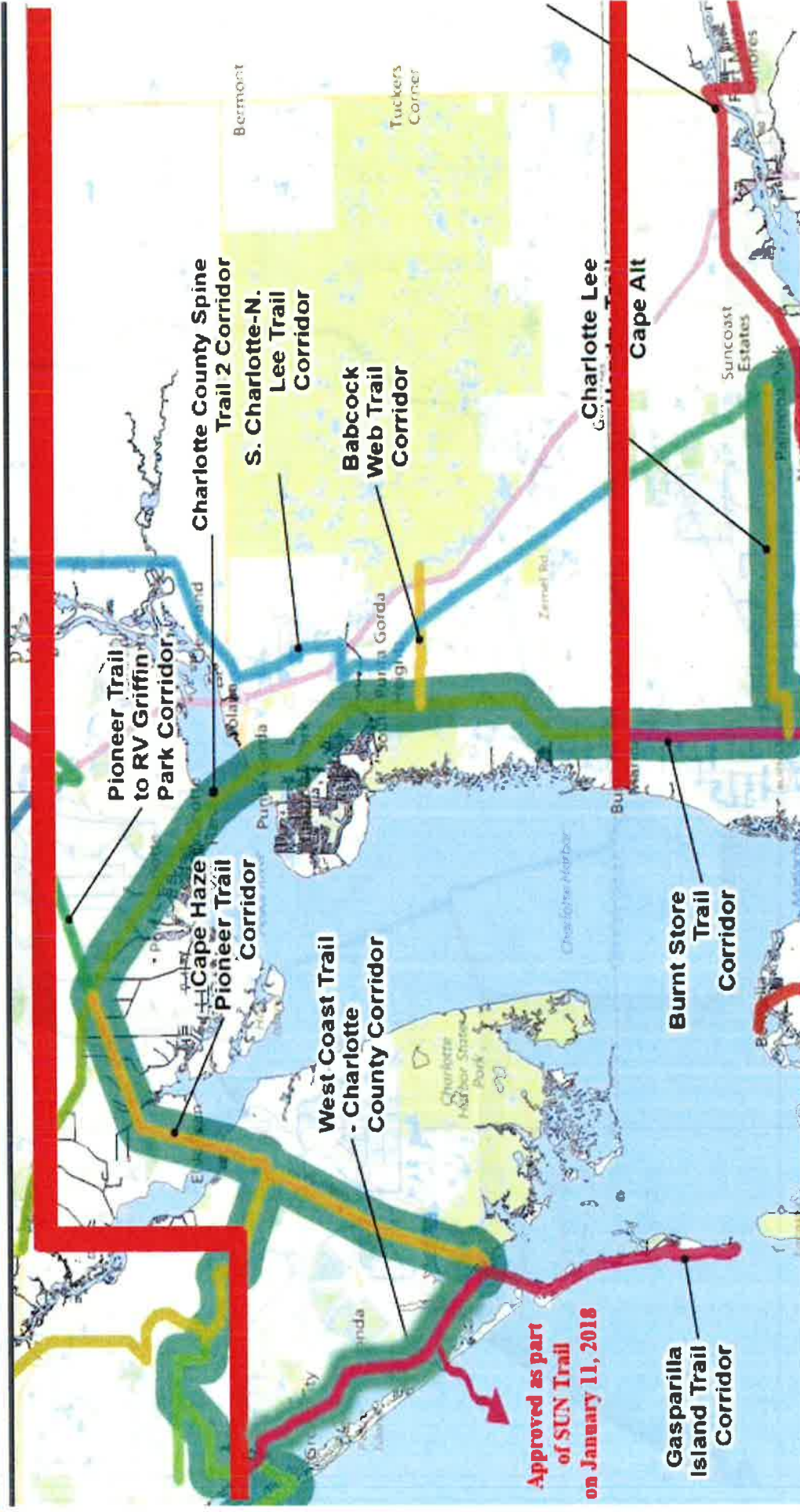
Charlotte County in the SW Region



Charlotte County SUN Trails



Charlotte County Multi-Use Trails



1996, 1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 2656, 2657, 2658, 2659, 2660, 2661, 2662, 2663, 2664, 2665, 2666, 2667, 2668, 2669, 2670, 2671, 2672, 2673, 2674, 2675, 2676, 2677, 26



Charlotte County SUN Trails -Funded

Charlotte County Spine Trail 2 Corridor at Harbor Walk Phase I-B (US 41)

Harbor Walk – Phase 1A and Phase 1B



Charlotte County SUN Trails -Funded

Charlotte County Spine Trail 2 Corridor at Harbor Walk Phase I-B (US 41)

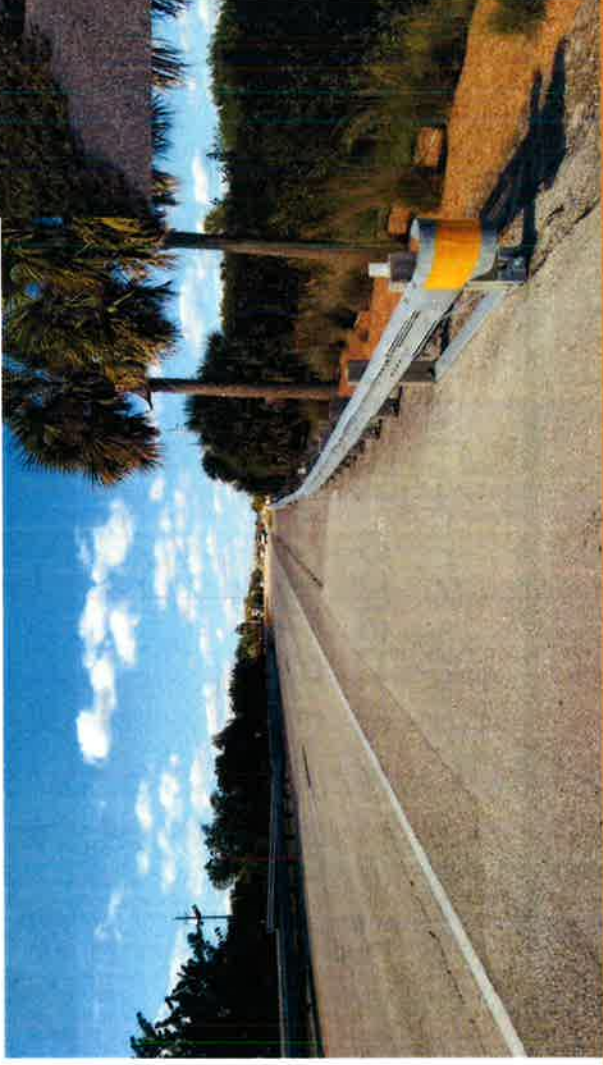


Funded \$1.14 million for the Walkway
Bridge - CST 2018



Charlotte County SUN Trails Funded

Charlotte County Spine Trail 2
Corridor at N. Alligator Creek
(US 41)



Funded approx. \$1 million for the Bridge
Design 2016 – \$215,000
CST 2019 - \$782,000



QUESTIONS ?



