



**TBARTA MPOs Staff Directors Meeting  
NOVEMBER 15, 2019 – 1:30 pm  
Lead: Hernando/Citrus MPO**

**Location: TBARTA Office, 4350 W. Cypress St., Suite 700, Tampa, FL  
33607**

**Conference Call: (872) 240-3212  
Conference Line: 154-178-837**

## **AGENDA**

### **I. CALL TO ORDER**

1. Welcome/Introductions

### **II. PRESENTATION/DISCUSSION ITEMS**

1. December 13 CCC meeting agenda items (Hernando/Citrus staff)
2. Regional Transportation Priorities Update (Chelsea Favero)
3. CCC Interlocal Agreement & Operating Procedures
  - o TMA approval
  - o MPO board status reports
  - o CCC approval
  - o MPO board approvals
4. *CCC SharePoint Site (Beth Alden)*
5. Regional task leads (Chelsea Favero)

### **III. FUTURE MEETING SUBJECTS**

1. LRTP Regional Document Outline/Content
2. CCC Dispute Resolution Process
3. Legislative updates
4. Gulf Coast Safe Streets Summit: Wrap-up and Hand-off

### **IV. STANDING ITEMS/ANNOUNCEMENTS**

5. FDOT D1 and D7 - Updates
6. MPOAC - Update
7. TBARTA - Update
8. TBRPC – Resiliency Leadership Summit January 7-8
9. TMA Leadership Group - Update

## V. ADJOURN

**Next Meeting:** **Date/Time: December 13, 2019 at 10:00 a.m.**

**Location:** Brooksville Woman's' Club 131 S. Main St. Brooksville, FL 34601

**Lead:** Hernando/Citrus MPO

### **Attachments:**

- 2020 Draft Priority Project
- 2020 Meeting Calendar
- Interlocal Agreement 5<sup>th</sup> Amendment (draft)
- Operating Procedures Revisions (draft)



*Metropolitan Planning Organizations  
Chairs Coordinating Committee*

## 2020 DRAFT Regional Transportation Priority Projects

Hernando/Citrus MPO | Hillsborough MPO | Forward Pinellas

Pasco County MPO | Polk TPO | Sarasota/Manatee MPO

### Funded Regional Priorities

- ❖ Howard Frankland Bridge Replacement
- ❖ Gateway Expressway
- ❖ I-75 interchange at Overpass (Phase I)
- ❖ I-275 Express Lanes from I-375 to Gandy Blvd.
- ❖ I-75 Interchange at Big Bend Road
- ❖ Suncoast Parkway 2 Expansion
- ❖ TBARTA Regional Transit Development Plan
- ❖ I-275/SR 60/Westshore Interchange

### Top Priorities for the Greater Tampa Bay Region

- ❖ I-75 Interchange at Gibsonton
- ❖ I-75 Interchange at Overpass (Phase II)
- ❖ Central Avenue Bus Rapid Transit
- ❖ I-275 Operational Improvements north of downtown Tampa
- ❖ Central Polk Parkway Segment 1
- ❖ US 41 from SR44 to SR200
- ❖ Sarasota/Manatee Priority

CCC Lead	Sarasota/Manatee MPO			Polk TPO			Forward Pinellas			Hillsborough MPO		
	Jan	Feb	March	April	May	June	July	August	September	October	November	December 4, 2020
Meetings	17th Directors	21st Directors	20th Directors	17th Directors	15th Directors	19th Directors	17th Directors	21st Directors	25th Directors	16th Directors	13th Directors	11th Directors
		TRIP  MUT	6th (Pasco hosts) TMALG 9:30-11:30 Tri-BPAC 11:30-1:30	TRIP  MUT		5th (Polk hosts) TMALG 9:30-11 CCC 11-Noon CCC + Ctrl FL All. 12-2			18th (Pinellas hosts) TMALG 9:30-11:30 Tri-LCB 11:30-1:30	MUT		4th (Hillsborough hosts) TMALG 9:30-11:30 CCC 11:30-1:30
Topics	Scoping RLRTP Summary Doc.	Begin TRIP & MUT Priorities update	Tri-County Walk/Bike Topics Other TMA Topics, ex. Transit & Funding	Finish TRIP & MUT Priorities Update	Input: TRIP & MUT Priorities Update	TRIP Priorities Hearing MUT/SUNTrail Priorities Hearing Mega-Region Topics Keynote Speaker	Drafting RLRTP Summary Doc.	Begin Maj. Proj. Priorities update	TMA Maj. Proj. Priorities Legislative Roundtable Tricounty Transit Topics	Finish Maj. Proj. Priorities, review RLRTP Document	Input into Maj. Proj. Priorities and RLRTP Document	Priorities for Maj. Projects Reg. LRTP Summary Doc. Regionwide Transit & Legislative Topics

\*Committee meetings are all 'if needed'

**FIFTH AMENDED AND RESTATED INTERLOCAL AGREEMENT FOR  
REGIONAL TRANSPORTATION PLANNING AND COORDINATION  
IN WEST CENTRAL FLORIDA**

This FIFTH AMENDED AND RESTATED INTERLOCAL AGREEMENT (herein the "Agreement") is made and entered into by and between the Hernando/Citrus Metropolitan Planning Organization, an entity created and operated pursuant to Interlocal Agreement and Section 339.175, Florida Statutes (herein, the Hernando/Citrus MPO); the Hillsborough County Metropolitan Planning Organization, an entity created and operated pursuant to Interlocal Agreement and Section 339.175, Florida Statutes (herein, the Hillsborough MPO); the Pasco County Metropolitan Planning Organization, an entity created and operated pursuant to Interlocal Agreement and Section 339.175, Florida Statutes (herein, the Pasco MPO); the Pinellas County Metropolitan Planning Organization, an entity created and operated pursuant to Interlocal Agreement and Section 339.175, Florida Statutes (herein, Forward Pinellas); the Polk Transportation Planning Organization, an entity created and operated pursuant to Interlocal Agreement and Section 339.175 Florida Statutes (herein the Polk TPO); and, the Sarasota/Manatee Metropolitan Planning Organization, an entity created and operated pursuant to Interlocal Agreement and Section 339.175, Florida Statutes (herein, the Sarasota/Manatee MPO).

WHEREAS, the Hernando/Citrus MPO, the Hillsborough MPO, the Pasco MPO, the Pinellas MPO, the Polk TPO, and the Sarasota/Manatee MPO entered into an agreement to form a regional entity, the West Central Florida MPO Chairs Coordinating Committee (herein, the CCC), to coordinate transportation planning activities in the urbanized areas of Hernando, Hillsborough, Manatee, Pasco, Pinellas, Polk, and Sarasota Counties, such original agreement having been signed on March 17, 2004; and hereinafter referred to as the "Agreement"; and,

WHEREAS, in 2005 the Florida legislature created the Transportation Regional Incentive Program (TRIP) for the purpose of providing funds to improve regionally significant transportation facilities in regional transportation areas created pursuant to s. 339.155(4); and

WHEREAS, the CCC on June 9, 2006 executed Amendment No. 1 to amend the original March 17, 2004 Agreement, by allowing Citrus County a voting membership for the purposes of participating in TRIP and to incorporate the adopted CCC Conflict Resolution Process in the Agreement, and

WHEREAS, after the initial 5-year term the parties to the original Agreement and Citrus County examined the terms of the original Agreement, as amended, and agreed to amend the provisions of the original Agreement, as amended, consistent with Section 10 of the original Agreement; and

WHEREAS, on July 8, 2010 the Citrus County TPO was created by virtue of an interlocal agreement between the Florida Department of Transportation, Citrus County, the

A responsibility of the CCC will be to establish performance measures by which the regional coordination may be reasonably judged. In addition, the CCC shall annually evaluate its progress in meeting the above items in accordance with its overall responsibilities.

The CCC shall consider transportation matters of regional importance brought to it by member Metropolitan Planning Organizations, the FDOT, the Florida Turnpike Enterprise, TBARTA, Regional Planning Councils, or any of its subcommittees or task forces, and be empowered to render recommendations regarding the manner in which planning and programming activities are conducted within the West Central Florida area. Recommendations from the CCC shall serve as a basis for consideration of regional issues by individual Metropolitan Planning Organization Boards.

### **SECTION III. MEMBERSHIP AND QUALIFICATIONS**

#### **A. Voting Membership**

Voting Membership of the CCC shall consist of one MPO Board representative of each of the six member Metropolitan Planning Organizations. An alternate, who is an elected official, may represent the respective Metropolitan Planning Organization–member if so designated by the respective Metropolitan Planning Organization Chairman.

#### **B. Nonvoting Advisors**

The Secretaries for Districts One and Seven of the Florida Department of Transportation and Chair of the Tampa Bay, Withlacoochee, Southwest Florida, and Central Florida Regional Planning Councils (RPCs) shall be nonvoting members of the CCC. Representatives of TBARTA and the Turnpike Enterprise shall also serve as non-voting members. An alternate may represent the FDOT District secretaries and the Regional Planning Council representative if so designated by the respective agencies.

### **SECTION IV. CONDUCT OF MEETINGS**

#### **A. Frequency of Meetings**

Meetings shall be held at least on an annual basis with Chair of the CCC and the CCC Staff Directors Team rotating each quarter among the member Metropolitan Planning Organizations. The order of rotation shall be, Hernando/Citrus Counties, Pasco County, Hillsborough County, Polk County, Sarasota/Manatee County and Pinellas County. At the end of this rotation, responsibility will move to the top of the rotational order. The Chair of the MPO/TPO hosting the meeting during that particular quarter shall conduct meetings utilizing these operating procedures. The Chair shall not exercise extraordinary membership powers or responsibilities. No other officers will be provided for the Committee unless so designated by the Committee on a pro tem basis. Time and location of the meetings shall be established by the Committee at the last meeting of each calendar year, for the year ahead, or at the end of each meeting.

## **B. Special Meetings**

Special meetings may be called by a majority of the members. Chair for all special meetings will follow the regular rotational order. Reasonable notice must be provided to all members for special meetings.

## **C. Public Notice of Meetings**

All meetings are open to the public. At least seven days prior to a meeting, the MPO serving as the quarterly chair shall have prepared, and shall make available, an agenda for distribution. Regardless of the rotation, one MPO/TPO shall have responsibility for distributing the agenda and maintaining an up-to-date distribution list on behalf of the group, for continuity from quarter to quarter. The quarterly chair MPO will be responsible for ensuring that agendas are posted on the TBARTA website, notice requirements of §286.011 have been met, and that meetings are held in a facility accessible to persons with disabilities in compliance with Title II of the Americans with Disabilities Act.

## **D. Committee Actions and Recommendations**

Each MPO/TPO Board will be briefed on upcoming and recent actions of the CCC. Each MPO/TPO will also provide an opportunity to its Citizens Advisory Committee to weigh in on upcoming actions of the CCC.

# **SECTION V. SUBCOMMITTEES, TEAMS AND STAFF SERVICES**

## **A. Transportation Management Area (TMA) Leadership Group**

A subcommittee of the CCC will focus on the tri-county Tampa Bay TMA area, comprising Hillsborough, Pinellas and Pasco Counties. The TMA Leadership Group voting members will consist of three members of the boards of each of these MPOs. The MPOs may also designate alternate members from their boards. Non-voting advisors will include but not be limited to representatives of FDOT, TBARTA, the Tampa Bay RPC, HART, PSTA, and PCPT. Actions will be taken by simple majority vote of members in attendance. A quorum will consist of any five voting members. A chair and vice-chair will be elected once a year from among the voting members. Meeting locations will rotate among the three MPOs, who will take turns providing facilities and a recording secretary. Agendas and minutes will be distributed according to the same procedures as the CCC.

## **B. CCC Staff Directors Team**

The Directors and Managers of the MPO/TPOs, FDOT, TBARTA, and the RPCs will be responsible for carrying out the regional work programs and coordinating process as directed by the CCC. On a monthly basis, the Team will meet and develop the items to be brought before the CCC. If necessary, the Team will develop and adopt a set of operating procedures to guide the manner in which this process is conducted. Team members are not appointed.

## **C. Other Teams**

Other staff teams may include but are not limited to:

- Multi-use Trails Team
- Transportation Regional Incentive Program (TRIP) Team

- Regional Big Data Working Group
- The work of staff teams is directed by the CCC Staff Directors Team. One MPO/TPO will serve as chair of each team for the purpose of organizing team meetings and following up on team activities. Team members may include staff of the MPOs/TPOs, RPCs, TBARTA, FDOT, and other organizations as needed. Team decision-making will be by agreement of MPO/TPO staff.

MPO/TPO staff will also participate in the regional travel demand modelling technical teams that may be led by others.

### **C. Record Keeping**

The host MPO/TPO shall provide an agenda and recording secretary for CCC Board meetings, and shall upload the minutes, agenda package, and any associated materials from the meeting to a cloud-based file storage site maintained by the CCC Staff Directors Team. All minutes shall be distributed to other members prior to the next meeting date. Records shall be maintained in accordance with the public records law, Chapter 119, Florida Statutes.

### **D. Staffing**

The CCC and associated regional planning activities will be supported by the staffs and contractors of the member MPOs/TPOs, in coordination with TBARTA, FDOT, and the RPCs. One MPO/TPO will be designated to lead each task by the Staff Directors Team. The costs of routine assignments will be borne by the member MPOs/TPOs on an equitable basis. Costs may also be incurred by a lead MPO on behalf of the others consistent with the regional tasks and funding identified by the MPOs/TPOs in their adopted Unified Planning Work Programs. Such costs may be incurred and invoiced without execution of new interlocal agreements, as consistent with Section 6 of the Interlocal Agreement for Regional Transportation Planning and Coordination in West Central Florida.

### **E. Joint Committees/Task Forces**

Joint Committees and/or Task Forces may be formed to assist the CCC in carrying out its responsibilities as stated in these Operating Procedures, and may include:

- Joint meetings of the committees of the MPOs/TPOs, such as joint regional meetings of multiple Bicycle/Pedestrian Advisory Committees, Transportation Disadvantaged Coordinating Boards, or Citizen Advisory Committees;
- Meetings or workshops with other regional organizations or alliances, such as TBARTA, the Central Florida MPO Alliance, the Coordinated Urban Transportation Studies within FDOT District 1, the Gulf Coast Trail Alliance, or legislative delegations;
- Task forces comprising representatives of such organizations, formed to accomplish a specific task identified by the CCC.

Draft 10/25/19

## **MPO/CCC op pro**

City of Inverness, and the City of Crystal River to participate in a coordinated and comprehensive transportation planning process; and

WHEREAS, the CCC on July 12, 2011 executed Amendment No. 2 to remove the Citrus County Board of County Commissioners from limited CCC membership and to accept the Citrus County TPO into the West Central Florida MPO Chairs Coordinating Committee with full member rights in an effort to further regional transportation planning; and

WHEREAS, the Citrus County TPO and the Hernando MPO have been merged, with the approval of the Governor and created pursuant to an Interlocal Agreement and Section 339.175, Florida Statutes to form the Hernando/Citrus MPO; and

WHEREAS, the CCC on December 13, 2013 voted to merge into and consolidate its transportation planning activities with those of the Tampa Bay Area Regional Transportation Authority, for a streamlined and unified regional planning process; and

WHEREAS, on July 1, 2016, pursuant to Section 339.175(6)(i), Florida Statutes, the West Central Florida MPO Chairs Coordinating Committee was renamed the Tampa Bay Area Regional Transportation Authority MPO Chairs Coordinating Committee; and

WHEREAS, on July 1, 2017, pursuant to Section 343.92, Florida Statutes, the Tampa Bay Area Regional Transportation Authority (herein, the TBARTA) was renamed the Tampa Bay Area Regional Transit Authority, and the TBARTA MPO Chairs Coordinating Committee similarly renamed pursuant to Section 339.175(6)(i); and

WHEREAS, the renaming of TBARTA shrank its geographic area and established its focus on transit as a transportation mode, while MPOs' service areas are unchanged and conduct planning for all modes of surface transportation; and

WHEREAS, pursuant to Section 343.92, Florida Statutes, TBARTA shall coordinate plans and projects with the CCC, to the extent practicable, and participate in the regional M.P.O planning process to ensure regional comprehension of TBARTA's mission, goals, and objectives;

WHEREAS this Fifth Amended and Restated Agreement, once effective, supersedes the Fourth Amended and Restated Agreement which would have automatically renewed but for the Parties entering into this Agreement.

NOW, THEREFORE, in consideration of the covenants made to by each Party to the other and of the mutual advantages to be realized by the Parties hereto, the Hernando/Citrus MPO, the Hillsborough MPO, the Pasco MPO, the Forward Pinellas, the Polk TPO, and the Sarasota/Manatee MPO agree as follows:

**Section 1. Authority** – This Interlocal Agreement is entered into pursuant to the general authority of Sections 339.175, 339.155 and 163.01, Florida Statutes, relating to Interlocal Agreements.

**Section 2. Purpose** – The purpose of this Agreement is to provide a forum for continuing coordination and communication among the member Metropolitan Planning Organizations, District One and District Seven Offices of the Florida Department of Transportation, the Florida Turnpike Enterprise, the Tampa Bay Area Regional Transit Authority (TBARTA), and the affected Regional Planning Councils and to address those tasks necessary to conduct an ongoing regional transportation planning process in accordance with Sections 339.175, 339.155 and 339.2819, Florida Statutes, and in accordance with the requirements under the Fixing America’s Surface Transportation (FAST) Act, or successor legislation.

Pursuant to the language of Section 339.175 (6) (i) , Florida Statutes, the powers and duties of the MPO Chairs Coordinating Committee are to coordinate transportation projects deemed to be regionally significant by the Committee, review the impact of regionally significant land use decisions on the region, review all proposed regionally significant transportation projects in the respective transportation improvement programs which affect more than one of the MPOs represented on the Committee, and institute a conflict resolution process to address any conflict that may arise in the planning and programming of such regionally significant projects.

Pursuant to the language of Section 339.2819, Florida Statutes there is created within the Florida Department of Transportation a Transportation Regional Incentive Program for the purpose of providing funds to improve regionally significant transportation facilities in regional areas created pursuant to Section 339.155(4), Florida Statutes. This Interlocal Agreement meets the requirements of Section 163.01, Florida Statutes.

**Section 3. Name of Entity** – The entity created pursuant to this Interlocal Agreement shall be called the Metropolitan Planning Organization Chairs Coordinating Committee (herein the CCC) and may elect to do business under a fictitious name as determined by the voting members.

#### **Section 4. Organization and Membership**

**(a) Voting Members:** The voting membership of the CCC shall consist of the Chair of each of the six member Metropolitan Planning Organizations. An alternate, who is an elected official, may represent the respective Metropolitan Planning Organization member if so designated by the respective Metropolitan Planning Organization. Each member shall have one vote. Except as indicated in Sections 11 and 12, a simple majority of the voting membership shall be required to pass motions.

**(b) Nonvoting Partner Entities:** The Secretaries for Districts One and Seven of the Florida Department of Transportation; representatives of the Florida Turnpike Enterprise and of the Tampa Bay Area Regional Transit Authority; and Chairs (or designees) of the

Tampa Bay, Withlacoochee, Southwest Florida, and Central Florida Regional Planning Councils shall be nonvoting partner entities of the CCC.

**(c) Standing Committees.** The CCC shall have the ability to establish committees, identifying the purpose and membership of the committee, to accomplish tasks identified by the CCC voting members. Committees may include but are not limited to the MPO Staff Directors Team, the Tampa Bay Transportation Management Area (TMA) Leadership Group, the Regional Multi-Use Trails Team, and the Transportation Regional Incentive Program Team, as described in the CCC Operating Procedures.

**Section 5. Conduct of Meetings** –Meetings of the CCC shall be held at least annually on a rotating basis with the meeting Host rotating each year among the CCC voting members. The order of rotation shall be the Hernando/Citrus MPO, the Pasco MPO, the Hillsborough MPO, the Polk TPO, the Sarasota/Manatee MPO, and Forward Pinellas. Responsibility for serving as the Chair of each meeting shall alternate among the CCC members. The Chair of the meeting shall conduct the meetings but have no extraordinary membership powers or responsibilities. At the last meeting of the calendar year, meeting date(s) shall be approved for the following year. Meeting dates shall be posted on TBARTA’s website. Special meetings may be called by a majority of the members. The Host for all special meetings will follow the rotational order. Reasonable notice must be provided to all members for special meetings. The Host member shall be responsible for ensuring that notice requirements of §286.011 have been met, and that meetings are held in a facility accessible to persons with disabilities in compliance with Title II of the Americans with Disabilities Act.

Meetings of the CCC and its committees shall be conducted pursuant first to any applicable statute, then to any procedural rules adopted by the CCC, then finally to the most recent edition of Robert’s Rules of Order.

As an alternative to the provisions of this Section, a Party or Parties may enter into an agreement with TBARTA to provide professional services and organizational and meeting support that is at a minimum consistent with this Section. In such an event, a lead member of said Party shall be designated each year to administer such an agreement with TBARTA.

**Section 6. Staffing, Professional Services and Financial Support of Entity** – The Parties agree that the Directors and Managers of the CCC members will be responsible for carrying out the regional work programs and coordinating process as directed by the CCC, provided, however, that should a direction of the CCC directly conflict with the officially-adopted policy direction of a CCC member, staff of that member may ask that the work in question be performed by staff of some other member. Expenses concerning projects assigned to a lead CCC member may be paid by the regional set-aside as specified in its Unified Planning Work Program. The provision of professional services to the administrative entity, including legal review, shall be as agreed by the CCC members from time to time, with the exception that no legal counsel shall be required to render advice to the entity or representation to the members thereof absent each individual member's waiver of any conflict and authorization of joint representation, as provided for by Florida Bar Rule 4-

1.7. Notwithstanding the foregoing, the CCC members do not authorize this administrative entity to incur for itself any cost or expense, nor to obtain or retain funds from any source. The entity created by this Agreement is not authorized to conduct any banking or other financial transactions of any kind, nor to receive or disburse any funds. Instead, all financial support for this entity, including the payment of costs and expenses related to its operation, shall be borne by CCC members, on an equitable basis taking into account the relative size of the member as measured by budget and population. The voting Members of the CCC may, as authorized by each member or agencies' governing board, adopt more specific financial support allocation methods as may be deemed necessary, and may appoint a lead member to receive and administer funds for the entity. Specifically, one member or partner agency of the CCC may take the lead on a portion of any projects and programs of the CCC and be reimbursed by another member or partner agency of the CCC without creation and execution of a new Interlocal Agreement consistent with approval by each respective member or agencies governing board and MPOs Unified Planning Work Program (UPWP) authorization. Such governing board approval shall be deemed an addendum to this agreement, which shall be a financial obligation of the member enforceable by the lead member. The CCC members agree to work together to seek new sources of funding to assist the members with the added costs and expenses associated with the operations of this administrative entity.

**Section 7. Record Keeping** – Staff of the host CCC member shall provide a recording secretary for public meetings. Record keeping and other clerical responsibilities shall be the duty of the host member staff consistent with the rotation for hosting the meeting. All minutes shall be distributed to members prior to the next meeting. Records shall be maintained in accordance with the public records law, Chapter 119, Florida Statutes.

**Section 8. Conflict Resolution** – A conflict resolution process is adopted which will be used to resolve disagreements regarding interpretation of the interlocal agreement or disputes relating to the development or content of the regional plan. If the Parties to this Agreement fail to resolve any conflicts related to issues covered in the Agreement, such dispute will be resolved in accordance with the "West Central Florida Metropolitan Planning Organizations Memorandum of Understanding for a Conflict Resolution Process (June 2001)."

**Section 9. Risk of Loss** - The Parties acknowledge that as a mere administrative entity, the CCC cannot sue, be sued, nor bear any legal liability. Therefore, the Parties agree that each shall continue to maintain such insurance coverage as may be required to cover the additional risks associated with membership and participation in the CCC 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. The Parties further agree that under no circumstances shall any member of the CCC seek to recover against any other member for any loss associated with this Agreement or the work of the CCC.

**Section 10. Duration of Agreement** – This Agreement shall have a term of five years from the effective date and shall automatically renew at the end of said five years for another five-year term and every five years thereafter. At the end of the five-year term and

at least every five 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 to reaffirm the terms of this Agreement shall not invalidate or otherwise terminate this Agreement.

**Section 11. Termination** – This Agreement shall continue in force until terminated with or without cause by a unanimous vote of the MPOs.

**Section 12. Modification** – This Agreement may only be modified by a unanimous vote of the MPOs. Amendments or modifications to the Agreement shall not become effective until executed and recorded in the public records of the counties of each participating MPO.

**Section 13. Rescission** – Any MPO may terminate its participation in this Agreement upon thirty (30) days written notice. Notice of intent to terminate shall be given to the other member agencies. Said notice shall be transmitted to the official office of the member agencies by certified mail, return receipt requested. The 30-day notice requirement shall commence upon giving of the notice.

**Section 14. Filing and Recording** –As required by §163.01(11), Florida Statutes, this Interlocal Agreement shall be filed with the Clerks of the Circuit Courts of Hernando, Hillsborough, Manatee, Pasco, Pinellas, Polk, and Sarasota and Citrus Counties, Florida.

This Fifth Amended and Restated Agreement does not become effective until recorded in each county and shall continue to be effective thereafter in accordance with Section 10 of this Agreement. Until the Fifth Amended and Restated Agreement becomes effective, the Fourth Amended and Restated Interlocal Agreement shall remain in effect.

IN WITNESS WHEREOF, the Parties herein have executed this Agreement by their duly authorized officials as of the day and year written.

HILLSBOROUGH COUNTY METROPOLITAN PLANNING ORGANIZATION, an entity created and operated pursuant to interlocal agreement and Section 339.175, Florida Statutes

By: \_\_\_\_\_

**Les Miller, Chairperson**

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by Les Miller, as Chairperson of the Hillsborough County Metropolitan Planning Organization, an entity created and operated pursuant to interlocal agreement and Section 339.175, Florida Statutes, who is personally known to me or has produced \_\_\_\_\_ as identification.

IN WITNESS WHEREOF, the Parties herein have executed this Agreement by their duly authorized officials as of the day and year written.

HERNANDO/CITRUS METROPOLITAN PLANNING ORGANIZATION, an entity created and operated pursuant to interlocal agreement and Section 339.175, Florida Statutes

By: \_\_\_\_\_

**Jeff Kinnard, Chairperson**

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by Jeff Kinnard as Chairperson of the Hernando/Citrus Metropolitan Planning Organization, an entity created and operated pursuant to interlocal agreement and Section 339.175, Florida Statutes, who is personally known to me or has produced \_\_\_\_\_ as identification.

DRAFT

IN WITNESS WHEREOF, the Parties herein have executed this Agreement by their duly authorized officials as of the day and year written.

PASCO COUNTY METROPOLITAN PLANNING ORGANIZATION, an entity created and operated pursuant to interlocal agreement and Section 339.175, Florida Statutes

By: \_\_\_\_\_

**Jeff Starkey, Chairperson**

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by Jeff Starkey, as Chairperson of the Pasco County Metropolitan Planning Organization, an entity created and operated pursuant to interlocal agreement and Section 339.175, Florida Statutes, who is personally known to me or has produced \_\_\_\_\_ as identification.

DRAFT

IN WITNESS WHEREOF, the Parties herein have executed this Agreement by their duly authorized officials as of the day and year written.

PINELLAS COUNTY METROPOLITAN PLANNING ORGANIZATION, an entity created and operated pursuant to interlocal agreement and Section 339.175, Florida Statutes

By: \_\_\_\_\_

**Dave Eggers, Chairperson**

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by John Morroni, as Chairperson of the Pinellas County Metropolitan Planning Organization, an entity created and operated pursuant to interlocal agreement and Section 339.175, Florida Statutes, who is personally known to me or has produced \_\_\_\_\_ as identification.

DRAFT

IN WITNESS WHEREOF, the Parties herein have executed this Agreement by their duly authorized officials as of the day and year written.

POLK COUNTY TRANSPORTATION PLANNING ORGANIZATION, an entity created and operated pursuant to interlocal agreement and Section 339.175, Florida Statutes

By: \_\_\_\_\_

**Nathaniel Birdsong, Chairperson**

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by Nathaniel Birdsong, as Chairperson of the Polk County Transportation Planning Organization, an entity created and operated pursuant to interlocal agreement and Section 339.175, Florida Statutes, who is personally known to me or has produced \_\_\_\_\_ as identification.

IN WITNESS WHEREOF, the Parties herein have executed this Agreement by their duly authorized officials as of the day and year written.

SARASOTA/MANATEE METROPOLITAN PLANNING ORGANIZATION, an entity created and operated pursuant to interlocal agreement and Section 339.175, Florida Statutes

By: \_\_\_\_\_

**Alan Maio, Chairperson**

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by Alan Maio, as Chairperson of the Sarasota/Manatee Metropolitan Planning Organization, an entity created and operated pursuant to interlocal agreement and Section 339.175, Florida Statutes, who is personally known to me or has produced \_\_\_\_\_ as identification

DRAFT

# **METROPOLITAN PLANNING ORGANIZATION CHAIRS COORDINATING COMMITTEE OPERATING PROCEDURES**

## **SECTION I. NAME AND PURPOSE OF COMMITTEE**

There shall be a committee named the Metropolitan Planning Organization Chairs Coordinating Committee (hereinafter referred to as the CCC). The CCC shall be responsible for the development and coordination of regional policies, priorities, plans, and programs for the six Metropolitan Planning Organizations within the West Central Florida Area in cooperation with the District One and Seven Offices of the Florida Department of Transportation (FDOT). The participating Metropolitan Planning Organizations (MPOs) include Hernando/Citrus MPO, Hillsborough MPO, Pasco County MPO, Pinellas County MPO, Polk Transportation Planning Organization (TPO) and the Sarasota/Manatee MPO. In addition to the aforementioned agencies, the Tampa Bay, Withlacoochee, Southwest Florida and Central Florida Regional Planning Councils, the Tampa Bay Area Regional Transit Authority (TBARTA), the Florida Department of Transportation (FDOT) and the Turnpike Enterprise shall also participate in the regional coordination process. The CCC may choose another brand and/or name under which to conduct business and to register a fictitious name.

## **SECTION II. RESPONSIBILITIES AND FUNCTIONS**

The CCC shall be responsible for providing continuing coordination and communication among the member Metropolitan Planning Organizations, the District Offices of the FDOT, Florida's Turnpike Enterprise, TBARTA and the member Regional Planning Councils. The CCC will also be responsible for administering those tasks necessary to conduct an ongoing regional transportation planning process in accordance with Chapter 339.175 Florida Statutes and 23 United States Code 134.

The Committee will be responsible for carrying out such items for regional coordination as

- 1) long range transportation plans;
- 2) congestion management processes;
- 3) air quality planning activities;
- 4) coordination of transportation projects deemed to be regionally significant;
- 5) review of the impact of regionally significant land use decisions; and
- 6) institution of a conflict resolution process to address any conflict that may arise in the planning and programming of such regionally significant transportation projects.

Participating members agree to coordinate regional transportation planning activities through the CCC, consistent with the Unified Planning Work Program regional planning tasks as adopted by the participating Metropolitan Planning Organizations in their respective Unified Planning Work Programs.