

***INTERLOCAL AGREEMENT FOR CREATION OF THE METROPOLITAN
TRANSPORTATION PLANNING ORGANIZATION***

THIS INTERLOCAL AGREEMENT is made and entered into this _____ day of _____, 2025 by and between the FLORIDA DEPARTMENT OF TRANSPORTATION; ALACHUA COUNTY, FLORIDA; the CITY OF WALDO; the CITY OF GAINESVILLE, FLORIDA; the GAINESVILLE-ALACHUA COUNTY REGIONAL AIRPORT AUTHORITY, a public body corporate and an independent special district; the SCHOOL BOARD of ALACHUA COUNTY and the UNIVERSITY OF FLORIDA BOARD OF TRUSTEES, a public body corporate of the state of Florida.

RECITALS

WHEREAS, the federal government, under the authority of Title 23 United States Code (USC) §134 and Title 49 USC §5303, requires each metropolitan area, as a condition for the receipt of federal capital or operating assistance, to have a continuing, cooperative, and comprehensive transportation planning process that results in plans and programs consistent with the comprehensively planned development of the metropolitan area;

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

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

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

WHEREAS, pursuant to this Interlocal Agreement, the parties wish to collectively participate in the metropolitan planning process as the Metropolitan Transportation Planning Organization for the Gainesville urbanized area, herein after referred to as “the Metropolitan Transportation Planning Organization” or “the MTPO”. Further, the parties approved by unanimous vote an apportionment and boundary plan for presentation to the Governor on the

2nd day of October 2023;

WHEREAS, pursuant to Section 339.175(4), F.S., the Governor, by letter dated the 8th day of August 2024, approved the apportionment and boundary plan submitted by the MTPO;

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

WHEREAS, this Interlocal Agreement is required to create the MTPO and delineate the provisions for operation of the MTPO;

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

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

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

***ARTICLE 1 RECITALS;
DEFINITIONS***

Section 1.01. Recitals. Each and all of the foregoing recitals are incorporated herein and acknowledged to be true and correct to the best of the parties' knowledge. Failure of any of the foregoing recitals to be true and correct shall not operate to invalidate this Interlocal Agreement.

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

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

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

FHWA means and refers to the Federal Highway Administration.

FTA means and refers to the Federal Transit Administration.

FAA means and refers to the Federal Aviation Administration.

Long Range Transportation Plan (LRTP) is the 20-year transportation planning horizon which includes transportation facilities; identifies a financial plan that demonstrates how the plan can be implemented and assesses capital improvements necessary to preserve the existing metropolitan transportation system and make efficient use of existing transportation facilities; indicates proposed transportation activities; and in ozone/carbon monoxide nonattainment areas is coordinated with the State Implementation Plan, all as required by Title 23 USC §134(c), Title 49 USC §5303, Title 23 CFR §450.322, and Section 339.175(7), F.S.

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

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

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

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

ARTICLE 2 PURPOSE

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

- (a) To assist in the development of transportation systems embracing various modes of transportation in a manner that will maximize the mobility of people and goods within and through this metropolitan planning area of this state and minimize, to the maximum extent feasible, for transportation-related fuel consumption and air pollution;
- (b) To develop transportation plans and programs, in cooperation with the Department, which plans and programs provide for the development of transportation facilities that will function as multi-modal and an intermodal transportation system for the metropolitan planning area;
- (c) To implement and ensure a continuing, cooperative and comprehensive transportation planning process that results in coordinated plans and programs consistent with the

comprehensively planned development of this affected metropolitan area in cooperation with the Department;

- (d) To ensure eligibility for the receipt of Federal capital and operating assistance pursuant to 23 U.S.C. 134 and 49 U.S.C. 5303, 5304, 5305, 5307, 5309, 5310, 5311, 5314, 5339, 5340, 5326, 5337, 5339 and 5340; and
- (e) To carry out the metropolitan transportation planning process, in cooperation with the Department, as required by federal, state and local laws.

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

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

Section 2.03. Coordination with the Department and Consistency with Comprehensive Plans. Chapter 334, F.S, grants broad authority for the Department's role in transportation. Section 334.044, F.S., includes the legislative intent that the Department shall be responsible for coordinating the planning of a safe, viable and balanced state transportation system serving all regions of the State. Section 339.155, F.S., requires the Department to develop a statewide transportation plan, which considers, to the maximum extent feasible, strategic regional policy plans, MPO plans and approved local government comprehensive plans. Section 339.175, F.S., specifies the authority and responsibility of the MPO and the Department in the management of a continuing, cooperative and comprehensive transportation planning process for the metropolitan area.

In fulfillment of this purpose and in the exercise of the various powers granted by Chapters 334

and 339, F.S., the parties to this Interlocal Agreement acknowledge that decisions made by the MPO will be coordinated with the Department. All parties to this Interlocal Agreement acknowledge that actions taken pursuant to this Interlocal Agreement will be consistent with local government comprehensive plans.

ARTICLE 3

MTPO ORGANIZATION AND CREATION

Section 3.01. Establishment of the MPO. The MPO for the metropolitan area as described in the membership apportionment plan approved by the Governor is hereby created and established pursuant to the Interlocal Agreement to carry out the purposes and functions set forth in Articles 2 and 5. The legal name of this Metropolitan Planning Organization shall be the Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area (MTPO).

Section 3.02. MTPO to operate pursuant to law. In the event that any election, referendum, approval, permit, notice, other proceeding or authorization is required under applicable law to undertake any power, duty or responsibility hereunder, or to observe, assume or carry out any of the provisions of this Agreement, the MTPO will, to the extent of its legal capacity, comply with all applicable laws and requirements.

Section 3.03. Governing board to act as policy-making body of MTPO. The governing board established pursuant to Section 4.01 of this Agreement shall be the policy-making body forum of the MPO responsible for coordinating the cooperative decision-making of actions taken by the MPO and will take required actions as the MPO.

Section 3.04. Data, reports, records, and other documents. Subject to the right to claim an exemption from the Florida Public Records Law, Chapter 119, F.S, the parties shall submit to each other such data, reports, records, contracts and other documents relating to its performance as a metropolitan planning organization as is requested. Charges are to be in accordance with Chapter 119, F.S.

Section 3.05. Rights of review. All parties to this Agreement, and the affected Federal funding agency (i.e., FHWA, FTA and FAA) shall have the rights of technical review and comment of MTPO's projects.

ARTICLE 4
COMPOSITION; MEMBERSHIP; TERMS OF OFFICE

Section 4.01. Composition and membership of governing board

- (a) The membership of the MTPO shall consist of 15 voting members and two non-voting advisor(s). The names of the member local governmental entities and the voting apportionment of the governing board as approved by the Governor shall be as follows:

Voting Members: The names of the member local governmental entities and the voting apportionment of the governing board as approved by the Governor shall be as follows:

1. The five members of the Board of County Commissioners of Alachua County, Florida.
 2. The Mayor and the remaining six members of the City Commission of the City of Gainesville, Florida.
 3. One member of the Gainesville-Alachua County Regional Airport Authority Governing Board, appointed by the Gainesville-Alachua County Regional Airport Authority Governing Board.
 4. One Rural Elected Official Representative from the rural municipalities of Alachua County (hereafter referred to rural municipal representative). For the initial term, an elected official representative from the City of Waldo, Florida, appointed by the City of Waldo's governing board, will serve as a voting member. Subsequently, the rural municipal membership will automatically pass to the next rural municipality in alphabetical order, beginning with the City of Alachua.
 5. One School Board Member of Alachua County, appointed by the School Board of Alachua County.
- (b) Nonvoting Advisors: In addition to the voting members, the MTPO shall consist of one representative from the Florida Department of Transportation District 2 Secretary or his/her designee and one representative from the President of University of Florida or his/her designee.
- (c) In the event that a governmental entity that is a member of the MTPO fails to fill an assigned appointment to the MTPO within sixty calendar days after notification by the Governor of its duty to appoint a representative, the appointment shall then be made by the Governor from the eligible individuals of that governmental entity.

Section 4.02. Terms. (a) The membership of elected officials representing the City of Gainesville and Alachua County as voting members of the MPO shall coincide with their respective elected terms.

The term of office for representatives of the Gainesville-Alachua County Regional Airport Authority Governing Board and School Board shall be two years and these representatives may be appointed for one or more additional one-year terms. The School Board of Alachua County or Gainesville-Alachua County Regional Airport Authority Governing Board may remove and replace its representatives by majority vote. Vacancies shall be filled by the original appointing entity.

(b) The initial term of office for the rural municipal representative from the City of Waldo shall be two years. Thereafter, the rural municipal membership shall automatically rotate between the municipalities on an alphabetical basis, beginning with Alachua, then proceeding with Archer, Hawthorne, High Springs, La Crosse, Micanopy, Newberry and Waldo (collectively including the City of Alachua, the “Municipalities”) for two-year terms. The term of each rural municipal representative shall begin immediately upon the expiration of the prior representative’s term. If a rural municipality fails to appoint a representative to the MTPO within 30 calendar days of the term beginning, the MTPO shall notify the rural municipality by certified mail of the need to appoint a qualified representative. If the rural municipality does not appoint a representative within 30 calendar days from receipt of such letter, then the term will automatically rotate to the next rural municipality.

(c) All terms will commence on July 1 of the year of appointment and representatives appointed to fill an unexpired term shall be allowed to fulfill the remaining term before commencing with their two-year term. The term of any representative automatically terminates upon the representative leaving the elected or appointed office for any reason.

ARTICLE 5 AUTHORITIES, POWERS, DUTIES AND RESPONSIBILITIES

Section 5.01. General authority. The MTPO shall have all authorities, powers and duties, enjoy all rights, privileges and immunities, exercise all responsibilities and perform all obligations necessary or appropriate to managing a continuing, cooperative and comprehensive transportation planning process as specified in Section 339.175(5) and (6), Florida Statutes.

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

- (a) As provided in Section 339.175(6)(g), Florida Statutes, the MTPO may employ personnel and/or may enter into contracts with local or state agencies and private planning or engineering firms to utilize the staff resources of local and/or state agencies;
- (b) As provided in Section 163.01(14), Florida Statutes, the MTPO may enter into contracts for the performance of service functions of public agencies;
- (c) As provided in Section 163.01(5)(j), Florida Statutes, the MTPO may acquire, own, operate, maintain, sell or lease real and personal property;
- (d) As provided in Section 163.01(5)(m), Florida Statutes, the MTPO may accept funds, grants, assistance, gifts or bequests from local, State and Federal resources;

- (e) The MTPO may promulgate rules to effectuate its powers, responsibilities and obligations enumerated herein; provided, that said rules do not supersede or conflict with applicable local and state laws, rules and regulations; and
- (f) The MTPO shall have such powers and authority as specifically provided in Sections 163.01 and 339.175(5) and (6), Florida Statutes, and as may otherwise be provided by federal or state law.

Section 5.03. Duties and responsibilities. The MTPO shall have the following duties and responsibilities:

- (a) As provided in Section 339.175(6)(d), Florida Statutes, the MTPO shall create and appoint a technical advisory committee;
- (b) As provided in Section 339.175(6)(e), Florida Statutes, the MTPO shall create and appoint a citizens' advisory committee;
- (c) As provided in Section 163.01(5)(o), Florida Statutes, the MTPO voting membership shall be jointly and severally liable for liabilities, and the MTPO may respond to such liabilities through the purchase of insurance or bonds, the retention of legal counsel and, as appropriate, the approval of settlements of claims by its governing board, or in any manner agreed upon by the MTPO. Nothing contained herein shall constitute a waiver by any party of its sovereign immunity or the provisions of section 768.28, F.S.
- (d) As provided in Section 339.175(9), Florida Statutes, the MTPO shall establish an estimated budget which shall operate on a fiscal year basis consistent with any requirements of the UPWP;
- (e) The MTPO, in cooperation with the Department, shall carry out the metropolitan transportation planning process as required by 23 CPR Parts 420 and 450, and 49 CPR Part 613, Subpart A, and consistent with Chapter 339, Florida Statutes, and other applicable state and local laws;
- (f) As provided in Section 339.175(10), Florida Statutes, the MTPO shall enter into agreements with the Department, operators of public transportation systems and the metropolitan and regional intergovernmental coordination and review agencies serving the metropolitan area. These agreements will prescribe the cooperative manner in which the transportation planning process will be coordinated and included in the comprehensively planned development of the area;
- (g) Perform such other tasks presently or hereafter required by state or federal law;
- (h) Execute certifications and agreements necessary to comply with state or federal law; and
- (i) Adopt operating rules and procedures.

ARTICLE 6
FUNDING; INVENTORY REPORT; RECORD-KEEPING

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

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

Section 6.03. Record-keeping and document retention. The Department and the MTPO shall prepare and retain all records in accordance with the federal and state requirements, including but not limited to 23 CFR Part 420, Subpart A, 49 CFR Part 18, Subpart C, 49 CFR 18.42 and Chapter 119, F.S.

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

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

ARTICLE 7
MISCELLANEOUS PROVISIONS

Section 7.01. Constitutional or statutory duties and responsibilities of parties. This Agreement shall not be construed to authorize the delegation of the constitutional or statutory

duties of any of the parties. In addition, this Agreement does not relieve any of the parties of an obligation or responsibility imposed upon them by law, except to the extent of actual and timely performance thereof by one or more of the parties to this Agreement or any legal or administrative entity created or authorized by this Agreement, in which case this performance may be offered in satisfaction of the obligation or responsibility.

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

Section 7.03 Duration; withdrawal procedure.

- (a) Duration. This Interlocal Agreement shall remain in effect until terminated by the parties to this Interlocal Agreement. The Interlocal Agreement shall be reviewed by the parties at least every five years, concurrent with the decennial census, and/or concurrent with a new Federal Reauthorization bill, and updated as necessary.
- (b) Withdrawal procedure. Any party, except Alachua County and the United States Bureau of the Census designated largest incorporated city, may withdraw from this Interlocal Agreement after presenting in written form a notice of intent to withdraw to the other parties to this Interlocal Agreement and the MTPO, at least 90 days prior to the intended date of withdrawal. Upon receipt of the intended notice of withdrawal:
 - (1) The withdrawing member and the MTPO shall execute a memorandum reflecting the withdrawal of the member and alteration of the list of member governments that are signatories to this Interlocal Agreement. The memorandum shall be filed in the Office of the Clerk of the Circuit Court of each county in which a party hereto is located; and
 - (2) The MTPO shall contact The Office of the Governor and the Governor, with the agreement of the remaining members of the MTPO, shall determine whether any reapportionment of the membership is appropriate. The Governor and the MPO shall review the previous MTPO designation, applicable federal, state and local law, and MTPO rules for appropriate revision. In the event that another entity is afforded membership in the place of the member withdrawing from the MTPO, the parties acknowledge that pursuant to Title 23 CFR §450.310(1)(2), adding membership to the MTPO does not automatically require redesignation of the MTPO. In the event that a party who is not a signatory to this Interlocal Agreement is afforded membership in the MTPO, membership shall not become effective until this Interlocal Agreement is amended to reflect that the new member has joined the MTPO.

Section 7.04. Notices. All notices, demands and correspondence required or provided for under this Agreement shall be in writing and delivered in person or dispatched by certified mail, postage prepaid, return receipt requested. Notice required to be given shall be addressed as follows:

Florida Department of Transportation
605 Suwannee Street
Tallahassee, FL 32399-0450

Alachua County Board of County Commissioners P.O: Box 2877
Gainesville, FL 32602

City of Gainesville Commission
P.O. Box 490
Gainesville, FL 32602

City of Waldo
P.O. Drawer B,
Waldo, Florida 32694

Gainesville Alachua County Regional Airport Authority
3880 N.E. 39th Avenue, Suite A
Gainesville, FL 32609

School Board of Alachua County
620 E. University Avenue
Gainesville, FL 32601

University of Florida
P.O. Box 113150
Gainesville, FL 32611-3150

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

Section 7.05. Interpretation.

- (a) Drafters of Agreement. The Department and the members of the MTPO were each represented by, or afforded the opportunity for representation by, legal counsel and participated in the drafting of this Agreement and in choice of wording. Consequently, no provision should be more strongly construed against any party as drafter of this Agreement.
- (b) Severability. Invalidation of any one of the provisions of this Agreement or any part, clause or word hereof, or the application thereof in specific circumstances, by judgement, court order or administrative hearing or order shall not affect any other provisions or applications in other circumstances, all of which shall remain in full force and effect; provided, that such remainder would then continue to conform to the terms and requirements of applicable law.
- (c) Rules of construction. In interpreting this Agreement, the following rules of construction shall apply unless the context indicates otherwise:

- (1) The singular of any word or term includes the plural;
- (2) The masculine gender includes the feminine gender; and
- (3) The word "shall" is mandatory, and "may" is permissive.

Section 7.06. Enforcement by parties hereto. In the event of any judicial or administrative action to enforce or interpret this Agreement by any party hereto, each party shall bear its own costs and attorney's fees in connection with such proceeding.

Section 7.07. Agreement execution; Use of counterpart signature pages. This Agreement, and any amendments hereto, may be simultaneously executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument.

Section 7.08. Effective date: Cost of recordation.

- (a) Effective date. This Agreement shall become effective upon its filing in the Office of the Clerk of the Circuit Court of Alachua County. Any amendment hereto shall become effective only upon its filing in the Office of the Clerk of the Circuit Court of Alachua County.
- (b) Recordation. The MPO hereby agrees to pay for any costs of recordation or filing of this Agreement in the Office of the Clerk of the Circuit Court of Alachua County. The recorded or filed original hereof, or any amendment, shall be returned to the MPO for filing in its records.

Section 7.09. Supersedes Prior Agreement. This interlocal agreement supersedes and replaces the prior interlocal agreement between the parties hereto, executed May 26, 2004.

IN WITNESS WHEREOF, the undersigned parties have executed this Interlocal Agreement on behalf of the referenced legal entities and hereby establish the above designated MPO.

Signed, Sealed and Delivered in the presence of:

BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA

By _____

CITY COMMISSION
GAINESVILLE, FLORIDA

By _____

WALDO CITY COUNCIL
WALDO, FLORIDA

By _____

FLORIDA DEPARTMENT OF TRANSPORTATION

By _____

SCHOOL BOARD of ALACHUA COUNTY

By _____

GAINESVILLE-ALACHUA COUNTY REGIONAL AIRPORT AUTHORITY

By _____

UNIVERSITY OF FLORIDA BOARD OF TRUSTEES

By _____

Gainesville MPO Boundary Map



