



Hillsborough TPO Transportation Planning Organization

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Beth Alden, AICP
Executive Director



Plan Hillsborough

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18th Floor
Tampa, FL, 33602

Meeting of the Policy Committee

Wednesday, February 8, 2023, 8:30 AM

All voting members are asked to attend in person, in compliance with Florida's Government in the Sunshine Law. Please RSVP for this meeting. An accurate headcount will allow us to plan facilities. People attending in person are recommended to wear a mask while inside the County Center building consistent with CDC guidance. Some voting members may participate via web conference due to the ongoing national and local states of emergency re: COVID-19.

Audience members, presenters, and any others are asked to participate remotely, to minimize the potential for transmitting illness.

This meeting may be viewed on Hillsborough Television (HTV) by visiting Spectrum: 637, Frontier: 22 or live stream from [Hillsborough County's Live YouTube Channel](#) or the County website's [Live Meetings](#) link, also found in the County [Newsroom](#). The agenda packet, presentations, and any supplemental materials are posted on the [TPO's online calendar](#).

Public comment opportunities:

To speak during the meeting - No later than 30 minutes before the meeting, please sign up [here](#) or phone 813-756-0371 for assistance. Provide the phone number you will call in from, so that we can recognize your call in the queue and unmute you when the chair calls on you. You will receive an auto-reply confirming we received your request, along with instructions.

Comments may also be given up to 5pm the day before the meeting:

- by leaving a voice message at (813) 756-0371
- by e-mail to tpo@plancom.org
- by visiting the event posted on the [Facebook page](#).

Advance comments will be provided in full to the board members and verbally summarized during the meeting by TPO staff.

Rules of engagement: Professional courtesy and respect for others at this meeting are expected, and failure may result in dismissal from the meeting. For more information on expectations for participation, please see the TPO's [Social Networking & Media Policy](#).

Agenda

- I. **Call to Order & [Pledge of Allegiance](#)**
- II. **Roll Call, Declaration of Quorum, Welcome of Other TPO Board Members** (Gail Reese, TPO Staff)
 - A. Vote of Consent for Remote Member Participation – *if applicable*

III. Approval of Minutes: January 11, 2023

IV. Public Comment – 3 minutes per speaker, for a maximum of 30 minutes.

V. Action Item

A. Amendment to General Planning Consultant Contract with AECOM
(Meghan Betourney, TPO Staff)

VI. TPO Executive Director Search Process Discussion

A. TPO Required Work Products Overview (Davida Franklin, TPO Staff)

B. TPO Staff Services Agreement with City-County Planning Commission
(Beth Alden, TPO Executive Director and Melissa Zornitta, Planning
Commission Executive Director)

C. Recruitment Steps and Options (Meghan Betourney, TPO Staff)

VII. Old & New Business

VIII. Adjournment

The full agenda packet is available on the TPO's website, www.planhillsborough.org, or by calling (813) 272-5940.

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Persons needing interpreter services or accommodations for a disability in order to participate in this meeting, free of charge, are encouraged to contact Joshua Barber, (813) 576-2313 or barberj@plancom.org, three business days in advance of the meeting. If you are only able to speak Spanish, please call the Spanish helpline at (813) 272-5940 or (813) 273-3774 and dial 1.

Se recomienda a las personas que necesiten servicios de interpretación o adaptaciones por una discapacidad para participar en esta reunión, o ayuda para leer o interpretar los temas de esta agenda, sin costo alguno, que se pongan en contacto con Joshua Barber, (813) 576-2313 o barberj@plancom.org, tres días hábiles antes de la reunión. Si sólo habla español, por favor llame a la línea de ayuda en español al (813) 272-5940 o (813) 273-3774 ext. 1.

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**HILLSBOROUGH TRANSPORTATION PLANNING ORGANIZATION
POLICY COMMITTEE
MEETING, JANUARY 11 2023
DRAFT MINUTES**

I. CALL TO ORDER, PLEDGE OF ALLEGIANCE (*Timestamp 0:00:11*)

Beth Alden called the meeting to order at 8:30 AM and led the pledge of allegiance. The regular monthly meeting was held in person and virtual via WebEx.

II. ROLL CALL OF COMMITTEE MEMBERS & WELCOME TO OTHER TPO BOARD MEMBERS (Gail Reese, TPO Staff) (*Timestamp 0:01:05*)

The following members were present in person: Mayor Andrew Ross, Commissioner Michael Owen, Councilmember Joseph Citro, Commissioner Gwen Myers, Charles Klug, Commissioner JoshuaWostal

The following members were present virtually: None

The following members were Excused/Absent: None

Welcome to other TPO Board Members present: None

A quorum was met in person.

III. ELECTION OF OFFICERS (Cameron Clark, TPO Attorney) (*Timestamp 0:01:49*)

- **Chair – Mayor Ross**
- **Vice Chair – Commissioner Owen**

Chair Ross asked Ms. Alden to continue running the agenda.

IV. APPROVAL OF MINUTES (*Timestamp 0:03:04*) – October 12, 2022

Beth Alden sought a motion to approve the meeting minutes from October 12, 2022. Commissioner Myers so moved, seconded by Councilmember Citro. Voice vote; motion passes unanimously.

V. WORKSHOP PRESENTATIONS

A. Introduction & Purpose of Workshop (Beth Alden, TPO Director) (*Timestamp 0:03:31*)

- Went over federal requirements for performance targets. This workshop is being held in response to directives given to address alarming trends noted in the performance targets reviewed at the February 2022 TPO Board meeting.

B. FDOT Safety Programs (Peter Hsu, FDOT District 7) (*Timestamp 0:06:01*)

- Overall fatalities in Hillsborough County 2022 dropped 19%; bike and ped have also dropped.

- Review of safety actions at the District 7 level – PSAs, outreach, enforcement, engineering projects, evaluation, and encouragement.
 - Enhanced Law Enforcement Engagement Program – law enforcement donated hours on certain corridors in exchange for points; safety grants to LE agencies
 - Education – Vision Zero workshops; \$400K safety outreach fund to USF CUTR – in-person outreach, installed signal cabinet wraps, teen traffic safety education
 - Engineering – LPIs, 556 signalized intersections in District 7; 10% reduction in pedestrian crashes; districtwide lighting retrofit
 - Evaluation – installed “tight right-turn lanes” at 6 locations along Fowler, reduced right-turn speeds by 9.5%; installed high friction surface treatments
- C. City of Tampa Vision Zero** (Alex Henry, City of Tampa) *(Timestamp 0:17:01)*
- Overview of the Vision Zero timeline from 2019 (inception) to the present. Started with crosswalks to classrooms with Mayor Castor.
 - Increased art in crosswalks in high crash intersections; started quick fix program low cost, high-impact materials.
 - 2021 – Vision Zero Action Plan developed; engagement internal and external; developed the City High Injury Network; 75% of fatalities occurring on 24 miles of roadway
 - Continuing to use the quick fix, low-cost/ high-impact projects
 - 2022 – building the foundation of Vision Zero by increasing staff, Vision Zero Tech Team, multi-departmental implementation team, planning efforts on HIN corridors.; submitted Safe Streets for All Application for safe routes to schools, parks, and transit, \$25 M requested
 - 2023 – Putting the foundation activities into action; 3 projects in the first three months of the year; planning charettes; studies
- D. Hillsborough County Update** (Abigail Flores, Hillsborough County) *(Timestamp 0:27:50)*
- Review of Vision Zero Action Plan Strategies; quick implementations, facilitating culture change, public outreach
 - High Injury Network Program – identified 18 HIN, focusing on 8 where TPO completed studies, implemented 3 quick implementations, and is designing 2 permanent projects.
 - Pedestrian & Bicycle safety programs – 25% of fatalities are bike/ped crashes; studying 4 corridors; completed 5 quick implementations for safe routes to school and are designing 3 more.
 - Using a proactive approach for unsignalized intersections and lane departure crash programs; these are the number 1 and 2 rankings for fatal & severe crashes; data-driven and implementing systemic improvements for common intersections; have completed 10 speed reduction projects in response to public requests and data; utilizing resurfacing and safety and signal operations and safety.
 - What’s next – community education, real-time dashboard, innovative treatments, technology in data collection & operations.
- E. TPO Update** (Gena Torres, TPO Staff) *(Timestamp 0:40:45)*
- TPO has been focusing on deaths and serious injuries for several years. The Vision Zero Action Plan was one of the first (2017)
 - The HIN was developed from the action plan; expanded from the top 20 to the top 50. Focusses on developing appropriate speeds for the areas that roads go through. Have done corridor studies, safe access to parks, school safety, and trail feasibility alignments.
 - Organized discussions with the county and the city to coordinate new federal grant applications. Have lined up studies in partnership with the jurisdiction requests.

- Transportation Improvement Prioritizing for Safety – projects in the TIP and Tentative Work Program
- Provide a unified message through public outreach, partners, social media, FLiP and FLiP Jr., storytelling, social media messages, and other outreach programs.

VI. Discussion on Workshop Presentations (led by Timothy Scheu, Sidewalk Stompers Co-founder)
(Timestamp 0:49:16)

All the agencies heard from today have created positions on their staff to support this work. Noted that this is Walk to School Wednesday. Appreciation expressed for the work done by the jurisdictions.

Noted that there is a concern in the framing of the presentations; Hillsborough County continues to be a high fatality and serious injury area. It was asked if there is a date/ timeline for the Vision Zero goal. NYC leader for the state, during the pandemic, all the numbers spiked up. Their initial data for 2022, overall fatalities is less than 2013. It took them nine years. There are smaller communities in smaller cities that have succeeded. There is a backlog of a lot of dangerous roadways and dangerous behaviors. The trends are going down; we want to get to zero; but the reduction has to be reasonable; setting a time/ date is not appropriate, this is a sustained effort over time.

It was asked how the county and city can have an influence on streets that they don't control. The jurisdictions are partnering with those that do control the roads/intersections to get the improvements done. Temple Terrace is set apart because the major roads through the city are either county or state. Improvements in that area are starting to be made and the engineering makes total sense and wins for everyone. Partnerships are key and effective. It was noted that the State of Florida has not come together to tackle the Vision Zero challenges; there needs to be a statewide framework to commit to the cultural changes that are needed. It was noted that transportation is more than automobiles, it is walking, bicycles, etc. Sidewalks are a challenge; need to think Complete Streets. Hillsborough County needs to partner with Tallahassee with what is important to the area.

New

VII. PUBLIC COMMENT (Timestamp 1:08:02)

- **Jon Dengler** – He works with the working poor and homeless; it is almost an exclusively pedestrian population. In the case of this workshop, their needs align with the changes and goals of the programs. Walkable, bikeable, and urban ecosystems are what is needed at every level. Began a non-profit bike shop providing bikes to people who lack transportation with an earning program. Equip and train the people who receive the bikes. Related a story about an earn-a-bike individual who was killed while riding the bike earned. This is an opportunity for everyone to take responsibility for what his happening in the community to make sure no one else gets killed.

- **Christine Acosta** – Advocate in the community and a bicycle commuter living about 80% car-free for about 13 years. Expressed gratitude for the presentations. Cautioned about the reduction of crashes; the region has been awful for a long time, and there were number spikes in 2021, which has become the new baseline. Encouraged committee members to understand that congestion is one of the best safety tools because people can't move at high speeds. Asked committee members to keep an eye out in their communities. System users will use the system in the manner in which it was designed, and system owners and designers need to take that into account.
- **Christian Leon** – Born and raised in Tampa. Noted that it is difficult to say harsh realities out loud; Hillsborough County is the worst in fatalities. There is a lot of work to do. The community is rallying and working on transportation. The people working on this challenge are incredibly kind and knowledgeable. The citizens are out there working to help and want to get things done by working with policymakers. When the community works together, great things can be accomplished.
- **Martin Santiago** – Representing micro-mobility. Tampa Bay region is in the top 5 for bicycle-friendly businesses and in the top 10 for pedestrian/cyclist fatalities. Asked how to get more people and communities involved. Asked FDOT how to implement micro-mobility into people trying to get their driver's licenses. Education needs to happen before people get their licenses. Inquired how to get the speeds down. Asked how he can be involved in planning, and speaking for the "little people" who use micro-mobility.

VIII. OLD & NEW BUSINESS (*Timestamp 1:19:52*)

- **None at this time**

IX. ADJOURNMENT – The meeting adjourned at 9:51 AM

The recording of this meeting can be viewed at:

<https://www.youtube.com/c/HillsboroughCountyMeetings/videos>



Hillsborough TPO Transportation Planning Organization

Board & Committee Agenda Item

Agenda Item:

Amendment to General Planning Consultant Contract with AECOM

Presenter:

Meghan Betourney, Plan Hillsborough HR Manager

Summary:

AECOM is seeking to have additional job classifications added to their 2020 General Planning Consultant (GPC) Contract for their sub-consultant, Gresham Smith. Additional planner and architect job classifications are being added. Gresham Smith needs these additional classifications to support upcoming TPO GPC task work orders. TPO Board approval is required for this action.

Attached are the original classifications from AECOM's 2020 GPC Contract with the TPO and a document with additional classifications to be added to the existing contract.

Recommended Action:

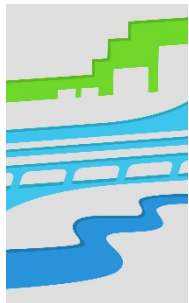
Approve Contract Amendment

Prepared By:

Allison Yeh, AICP, LEED GA TPO Staff

Attachments:

Hillsborough MPO - AECOM GPC Contract - Gresham Smith Classification Sheet
Gresham Smith Classification Sheet-Additions



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**APPROVED HOURLY RATES PER CLASSIFICATION
AND ADDITIVE PERCENTAGES**

GRESHAM SMITH

(Name of Consultant/Subconsultant)

	HOURLY RATES¹
PERSONNEL CLASSIFICATION	YEAR 1²
Chief Engineer 1	\$80.29
Senior Engineer 2	\$73.56
Senior Engineer 1	\$70.35
Engineer 2	\$60.34
Engineer 1	\$41.18
Engineering Intern	\$33.17
Project Planner	\$36.54

- (1) Unburdened, does not include overhead, fringe benefits, facility capital cost of money, operating margin or out-of-pocket expenses
- (2) Future year rates will become effective February 1st of each year and will be escalated based on the annual percent increase of the CPI-W, all items, as published by the Bureau of Labor Statistics mid-January each year.

Additive Percentages:

Salary		100.00%
Overhead	+	159.47%
FCCM	+	0.82%
Operating Margin	+	31.00%
Burdened Salary ³	=	291.3%

(3) Burdened Salary not to exceed: 2.913

**APPROVED HOURLY RATES PER CLASSIFICATION
AND ADDITIVE PERCENTAGES**

GRESHAM SMITH

(Name of Consultant/Subconsultant)

	HOURLY RATES¹
PERSONNEL CLASSIFICATION	YEAR 1²
Chief Planner	\$78.48
Land Planner	\$48.08
Landscape Architect	\$31.01
Planner	\$37.14
Project Landscape Architect	\$40.14
Senior Landscape Architect	\$55.89
Senior Planner	\$52.88

- (1) Unburdened, does not include overhead, fringe benefits, facility capital cost of money, operating margin or out-of-pocket expenses
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(3) Burdened Salary not to exceed: 2.913



Hillsborough TPO Transportation Planning Organization

Board & Committee Agenda Item

Agenda Item:

TPO Required Work Products Overview

Presenter:

Davida Franklin, TPO Public Information Officer

Summary:

As a preface to the discussion of hiring of a new executive director, staff will provide a short summary of the major work products for which the TPO is responsible under law, and which the executive director must deliver with the guidance and approval of the governing board.

Recommended Action:

None; for information and discussion

Prepared By:

Beth Alden, TPO Director

Attachments:

[Presentation slides](#)



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Hillsborough TPO Transportation Planning Organization

Board & Committee Agenda Item

Agenda Item:

TPO Staff Services Agreement with City-County Planning Commission

Presenter:

Beth Alden, TPO Executive Director and Melissa Zornitta, Planning Commission Executive Director

Summary:

The hiring of an executive director is administered by the Planning Commission, pursuant to a Staff Services Agreement between the TPO Board and the Hillsborough County City-County Planning Commission. Staff will review this agreement with the Policy Committee.

Background:

A majority of MPOs in Florida are “hosted” by another public agency that typically has related responsibilities for long range planning, and which provides staff support to the MPO Board. In Florida, frequently the host agency is a county or a regional planning council.

Hosting arrangements create economies of scale, reducing overhead expenses. They may also streamline the number of government staff needed, for example by enabling a single person/position to provide essential expertise to both the MPO and to another policy board.

In both Hillsborough and Pinellas Counties, the legislature created an independent planning agency to improve coordination among local governments’ comprehensive plans. In both Hillsborough and Pinellas Counties, this agency also serves as a host for the MPO. The hosting arrangement further improves coordination between transportation planning/priorities and land use/growth management in each county.

Hillsborough’s independent planning agency is the Hillsborough County City-County Planning Commission. The TPO staff are part of the agency which also provides support to the appointed members of the Planning Commission and to the Hillsborough River Interlocal Planning Board. The brand “Plan Hillsborough” was created to describe this group of staff that wears multiple hats.

Recommended Action:

None; for information and discussion

Prepared By:

Beth Alden, TPO Director



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Attachments:

- Staff Services Agreement currently in effect and the Interlocal Agreement for the Creation of the MPO
- [Presentation slides](#)

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT, hereinafter to be called the MPO STAFF SERVICES AGREEMENT (“Agreement”), is made and entered into this 13th day of October, 2014, by and between the **Hillsborough County Metropolitan Planning Organization**, a certified transportation planning agency of the Tampa Bay Transportation Management Area, and the **Hillsborough County City-County Planning Commission**.

WITNESSETH:

WHEREAS, the MPO, pursuant to the power conferred upon it by Section 339.175(6)(g), Florida Statutes, and Section 5.02 of the *Interlocal Agreement for the Creation of the MPO*, adopted by each of the MPO’s member governments, agencies and authorities, and dated September 4, 2014, 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; and

WHEREAS, it is contemplated that Commission personnel will perform a substantial portion of each task necessary to carry out the transportation planning and programming process mandated by federal regulations as a condition precedent to the receipt of federal funds for the planning, construction, or operation of transportation programs and projects, as described in Section 5.03 of the aforementioned Interlocal Agreement; and

WHEREAS, it is deemed by the parties to be appropriate and necessary that the duties and obligations of the Commission, in relation to its role as a participating agency in the planning process, be defined and fixed by formal agreement;

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations herein, the parties agree as follows:

1.00 Purpose.

For the reasons recited in the preamble, which are incorporated herein, this Agreement is to provide for professional services to carry out the terms of the Interlocal Agreement and to provide personnel for the administration of the MPO.

2.00 Definitions.

- “Commission” shall mean the Hillsborough County City-County Planning Commission.
- “County” shall mean Hillsborough County, Florida.
- “FDOT” shall mean the Florida Department of Transportation.

- “FHWA” shall mean the Federal Highway Administration.
- “FTA” shall mean Federal Transit Administration.
- “CTD” shall mean the Florida Commission for the Transportation Disadvantaged.
- “Interlocal Agreement” shall mean the Interlocal Agreement for Creation of the MPO.
- “MPO” shall mean the Hillsborough County Metropolitan Planning Organization.
- “MPO Executive Director” shall mean the staff director who reports directly to the MPO Governing Board for all matters regarding the administration and operation of the MPO.
- “MPO Governing Board” shall mean the policymaking body of the MPO, as prescribed by state and federal law.
- “Project” shall mean the continuing, cooperative, and comprehensive transportation planning process for metropolitan Hillsborough County, Florida, including the programming of transportation improvements for such area.
- “Regulations” shall mean Title 49, Code of Federal Regulations, Part 21.
- “UPWP” shall mean the MPO’s Unified Planning Work Program.

3.00 Scope of Services.

The Executive Director of the Commission shall furnish the MPO with the professional staff necessary to fulfill the requirements of this Agreement, together with office supplies, furniture and equipment, office and other space, and such incidental items as may be required and necessary to manage the business and affairs of the MPO to carry out the transportation planning and programming process specified by the Interlocal Agreement. Unless otherwise provided for in this Agreement, the performance of such service and functions shall be limited to those specified in the UPWP.

3.01 MPO Executive Director.

The MPO Executive Director shall be selected by majority vote of the MPO Governing Board. The Executive Director of the Commission shall assist the MPO Governing Board in any part of the selection process, to the extent requested by the MPO Governing Board. The MPO Executive Director shall serve at the pleasure of the MPO Governing Board. Pursuant to Section 339.175(6)(g), Florida Statutes, the MPO Executive Director shall report directly to the MPO Governing Board for all matters regarding the administration and operation of the MPO. The MPO Executive Director shall be responsible to the MPO Governing Board for the conduct of the transportation planning process as well as the assignment, direction, and control of all

personnel necessary thereto; the development of an appropriate organizational structure to carry out the responsibilities set forth in this Agreement; and the development of procedures to monitor and coordinate the transportation planning process. Although the MPO Executive Director shall report to the MPO Governing Board for all matters regarding the administration and operation of the MPO, the MPO Executive Director will be employed by the Commission for administrative purposes. The MPO Governing Board shall conduct an annual performance review of the MPO Executive Director and provide same to the Commission. In addition, the MPO Executive Director may perform functions for the Commission that are unrelated to MPO administration and operation; pursuant to Section 5.00 of this Agreement, however, the MPO shall only reimburse the Commission for the MPO Executive Director's performance of eligible MPO functions.

3.02 Commitment of Personnel.

The MPO Executive Director shall annually prepare a detailed listing of all tasks necessary and incident to carrying out the transportation planning process, budget required to carry out such tasks, and the anticipated work products identified in the UPWP. The staff shall perform duties and functions to coordinate the activities established by the Interlocal Agreement; and perform such other duties as may be assigned by the MPO.

3.03 Legal Counsel.

The MPO shall retain legal counsel for advice and guidance in all legal matters as directed by the MPO Governing Board. In addition, the MPO may employ special legal counsel for specific needs.

3.04 Unified Planning Work Program.

The MPO Executive Director shall prepare an annual budget as contained in the UPWP for the fiscal year. The budget shall identify funding sources, participating agencies, and the level of participation by the various agencies.

4.00 Financial Administration.

4.01 Records.

Records and accounts of the MPO shall be administered in accordance with accounts and accounting procedures that shall be developed by the Commission for the MPO.

4.02 Purchasing.

Purchasing of materials and services shall be in accordance with Commission procedures for the same purpose. Where federal or state funds are to be used to provide part or all of the cost of equipment, such expenditures must have the prior written

approval of one or more of the following: FDOT, FHWA, FTA, or CTD, whichever are appropriate, and must be in accordance with the requirements specified in the Metropolitan Planning Organization Program Management Handbook maintained by FDOT.

4.03 Rental of Space or Equipment and Indirect Costs.

This Agreement, where federal or state funds are involved, is subject to all applicable requirements specified in the Metropolitan Planning Organization Program Management Handbook maintained by FDOT relative to approval of travel, report publication provisions, rental of space or equipment and indirect costs.

4.04 Audit and Inspection.

The Commission shall permit and shall require its contractors to permit CTD, FHWA, FTA, and the FDOT authorized representatives to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records; and to audit the books, records and accounts of the Commission pertaining to the development of any federally or state funded Project. Records of costs incurred under terms of this Agreement shall be maintained by the Commission and made available upon request to the CTD, FDOT, FTA or FHWA at all times during the period of a specific UPWP and for three years after final payment is made on a specific UPWP. Copies of these documents and records shall be furnished to the CTD, FDOT, FTA or FHWA upon request.

5.00 Reimbursement of Commission.

The MPO hereby agrees that it shall reimburse the Commission for all eligible costs incurred and services rendered under this Agreement as specified in the UPWP and in accordance with the procedures established pursuant to this Agreement. Approval of requests for disbursements should be contingent upon submittal of satisfactory backup and supporting material, including progress reports and technical reports.

5.01 Invoices and Progress Reports.

The Commission shall provide to the FDOT or applicable federal and/or state agencies, quarterly progress reports and an invoice for reimbursement to the MPO for transportation planning expenditures conducted in accordance with the UPWP. The progress reports and invoices shall comply with all audit standards required by the applicable agency.

5.02 Payment.

Payment to the Commission of any and all monies by the MPO is contingent upon the MPO first receiving the funds for the work tasks from the CTD, FDOT, FHWA, or FTA.

6.00 Subcontracts.

The Commission shall perform or, with the permission of the MPO, CTD, FDOT, FHWA, FTA, as applicable, subcontract with other public agencies, work in the annual UPWP. Any subcontract work should be itemized in the UPWP to the extent that they are determinable and approved in the process of the work program development.

6.01 Third Party Contracts.

The Commission shall not execute any contract or obligate itself in any other manner with any third party with respect to the Project without the prior written concurrence of the CTD, FDOT, FHWA or FTA, as appropriate. Approval of requests for disbursements from third party agreements should be contingent upon submittal of satisfactory backup and supporting material, including progress reports and technical reports.

6.02 Consultant Contracts.

It is agreed by the parties that nothing in this Agreement shall limit or preclude the prerogative of the MPO to enter into contracts for other professional consultant services to perform such tasks as the MPO may deem appropriate provided the control and direction of such consultants shall be under the MPO Executive Director.

7.00 Nondiscrimination.

The Commission, with regard to the work performed by it pursuant to this Agreement, shall comply with Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; Age Discrimination Act of 1975; Section 324 of the Federal-Aid Highway Act of 1973; Civil Rights Restoration Act of 1987; and related statutes and Regulations requiring that no person shall, on the basis of race, color, national origin, sex, age, disability/handicap, or income status, be excluded from participation in, be denied the benefits or be otherwise subjected to discrimination or retaliation. The Commission will not participate either directly or indirectly in the discrimination prohibited by the Regulations, including employment practices when the Agreement covers the program governed by the Regulations.

7.01 Compliance with Regulations.

The Commission shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the US Department of Transportation which are herein incorporated by reference and made a part of the Agreement.

7.02 Solicitations for Subcontracts, Including Procurement of Materials and Equipment.

In all solicitations made by competitive bidding or negotiations made by the

Commission for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor, supplier, or lessor shall be notified by the Commission of obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, religion, sex or national origin.

7.03 Information and Reports.

The Commission will provide all information and reports required by the Regulations, or orders, and instructions issued pursuant thereto, and will permit access to its books, records, accounts and other sources of information and its facilities as may be determined by the CTD, FDOT, FHWA or FTA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Commission is in the exclusive possession of another who fails or refuses to furnish this information, the Commission shall certify to the FDOT, FHWA or FTA as appropriate, and shall set forth what efforts it has made to obtain the information.

7.04 Sanctions for Noncompliance.

In the event of the Commission's noncompliance with the nondiscrimination provisions of this Agreement, the Commission acknowledges that the CTD, FDOT, FHWA or FTA shall impose such sanctions as may be determined to be appropriate, including but not limited to, a withholding of payments to the MPO under the contract until the Commission complies and/or cancellation, termination, or suspension of the contract, in whole or in part.

7.05 Incorporation of Provisions.

The Commission will include the provisions of Subparagraphs 7.01 through 7.04 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Commission will take such action with respect to any subcontract or procurement as the CTD, FDOT, FHWA, or FTA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that in the event the Commission becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Commission may request the State of Florida to enter into such litigation to protect the interests of the State and, in addition, may request the United States to enter into such litigation to protect the interests of the United States.

8.00 Training.

The use of federal and state funds for training of employees of the Commission shall be in accordance with the requirements as specified in the Metropolitan Planning Organization Program Management Handbook maintained by FDOT.

9.00 Prohibited Interests.

The Commission shall insert in all contracts entered into in connection with the Project or any property included or planning to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provisions:

“No member, officer or employee of the Commission or of the locality during this tenure or for one year thereafter shall have any interests, direct or indirect, in this contract or the proceeds thereof.”

This provision shall not be applicable to any agreement between the Commission and its fiscal depositories, or to any agreement for utility services, the rates for which are fixed or controlled by a governmental agency.

10.00 Execution of Agreement.

This Agreement 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.

11.00 Duration of Agreement and Withdrawal Procedure.

This Agreement shall remain in effect until terminated by the parties to the Agreement. Any party may withdraw from said Agreement after presenting, in written form, a notice of intent to withdraw to the other parties at least 90 days prior to the intended date of withdrawal, provided financial commitments made prior to withdrawal are effective and binding until such time as withdrawal from this Agreement.

11.01 Termination or Suspension Generally.

If the Commission abandons or, before completion, finally discontinues the Project; or if for any other reason, the commencement, prosecution, or timely completion of the Project by the Commission is rendered improbable, infeasible, impossible, or illegal, the MPO may, by written notice to the Commission, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the MPO may terminate any or all of its obligations under this Agreement.

11.02 Action Subsequent to Notice of Termination or Suspension.

Upon receipt of any final termination notice under this Section, the Commission shall proceed promptly to carry out the actions required therein which may include any or all of the following: (1) necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other actions as may be required or desirable to keep to the

minimum the costs upon the basis of which the financing is to be computed; (2) furnish a statement of the status of the Project activities and of the Project Account as well as a proposed schedule, plan, and budget for terminating or suspending and closing out Project activities and contracts, and other undertakings the cost of which are otherwise includable as Project costs; and (3) remit to the MPO such portion of the financing and any advance payment previously received as is determined by the MPO to be due under the provisions of the Agreement. The closing out shall be carried out in conformity with the latest schedule, plan, and budget as approved by the MPO or upon the basis of terms and conditions imposed by the MPO upon the failure of the Commission to furnish the schedule, plan and budget with a reasonable time. The acceptance of a remittance by the Commission or the closing out of federal and/or state financial participation in the Project shall not constitute a waiver of any claim which the MPO may otherwise have arising out of this Agreement.

12.00 Severability.

If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

13.00 Amendment of Agreement.

The Commission and the MPO may upon initiation of either party amend his Agreement to cure any ambiguity, defect, omission or to grant any additional powers, or to confer additional duties which are consistent with the intent and purpose of this Agreement. Any amendment to this Agreement shall be made by written agreement signed by all parties hereto in the same manner as the original agreement.

14.00 Agreement Format.

All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

15.0 Notices.

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

Hillsborough County City-County
Planning Commission
601 E. Kennedy Blvd., 18th Floor
Tampa, FL 33602

Hillsborough County Metropolitan
Planning Organization
601 E. Kennedy Blvd., 18th Floor
Tampa, FL 33602

This Agreement shall become effective on upon execution by all parties hereto.

IN WITNESS WHEREOF, the undersigned parties have caused this Memorandum of Agreement to be duly executed in their behalf on the dates shown below.

HILLSBOROUGH COUNTY
METROPOLITAN PLANNING
ORGANIZATION

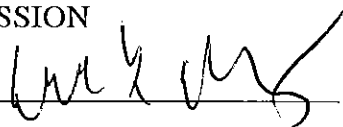
By: 

Print
Name: Mark Sharpe

Title: Chairman

Date: October 16, 2014

HILLSBOROUGH COUNTY
CITY-COUNTY PLANNING
COMMISSION

By: 

Print
Name: Derek Doughty

Title: Chairman

Date: October 16, 2014

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

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

THIS INTERLOCAL AGREEMENT for the formation of a Metropolitan Planning Organization is made and entered into on this [4th] day of [September, 2014], by and between the FLORIDA DEPARTMENT OF TRANSPORTATION; HILLSBOROUGH COUNTY; the CITIES OF TAMPA, TEMPLE TERRACE and PLANT CITY; HILLSBOROUGH AREA REGIONAL TRANSIT AUTHORITY; HILLSBOROUGH COUNTY AVIATION AUTHORITY; TAMPA-HILLSBOROUGH EXPRESSWAY AUTHORITY; TAMPA PORT AUTHORITY AND THE HILLSBOROUGH COUNTY CITY-COUNTY PLANNING COMMISSION, collectively known as the "parties."

RECITALS

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

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

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

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

WHEREAS, pursuant to this Interlocal Agreement, the parties wish to collectively participate in the metropolitan planning process as the Hillsborough County Metropolitan Planning Organization, herein after referred to as "the Metropolitan Planning Organization" or "the MPO". Further, each party approved an apportionment and boundary plan, the MPO 2013 Membership Apportionment Plan, for presentation to the Governor;

WHEREAS, pursuant to Section 339.175(4), F.S., the Governor, by letter dated the 13th day of February, 2014, approved the MPO 2013 Membership Apportionment Plan submitted by the MPO;

WHEREAS, this Interlocal Agreement is required to create the Metropolitan Planning Organization and delineate the provisions for operation of the MPO;

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:

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.

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, 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 MPO 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, which for purposes of this Interlocal Agreement shall consist of the entirety of Hillsborough County.

MPO means and refers to the Metropolitan 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, 49 USC §5303, 23 CFR §450.324 and Section 339.175(8), F.S.

Unified Planning Work Program (UPWP) is the biennial program developed in cooperation with the Department and public transportation providers, that identifies the planning priorities and activities to be carried out within a metropolitan planning area to be undertaken during a 2-year period, together

with a complete description thereof and an estimated budget, all as required by 23 CFR §450.308, and Section 339.175(9), F.S.

ARTICLE 2 PURPOSE

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

- (a) To assist in the development of transportation systems embracing various modes of transportation in a manner that will maximize the mobility of people and goods within and through this metropolitan planning area and minimize, to the maximum extent feasible, transportation-related fuel consumption and air pollution;
- (b) To develop transportation plans and programs, in cooperation with the Department, which plans and programs provide for the development of transportation facilities that will function as a multi-modal and intermodal transportation system for the metropolitan planning area;
- (c) To implement and ensure a continuing, cooperative, and comprehensive transportation planning process that results in coordinated plans and programs consistent with the comprehensively planned development of this affected metropolitan planning area in cooperation with the Department;
- (d) To assure eligibility for the receipt of federal capital and operating assistance pursuant to Title 23 USC §134 and Title 49 USC §§5303, 5304, 5305, 5307, 5309, 5310, 5311, 5314, 5326, 5337 and 5339, 5340; and
- (e) To carry out the metropolitan transportation planning process, in cooperation with the Department, as required by federal, state and local laws.

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

- (a) The LRTP;
- (b) The TIP;
- (c) The UPWP;
- (d) Incorporating performance goals, measures, and targets into the process of identifying and selecting needed transportation improvements and projects;
- (e) A congestion management process for the metropolitan area and coordinated development of all other transportation management systems required by state or federal law;
- (f) Assisting the Department in mapping transportation planning boundaries required by state or federal law;

- (g) Supporting the Department in performing its duties relating to access management, functional classification of roads, and data collection; and
- (h) Performing such other tasks required by state or federal law.

Section 2.03. Coordination with the Department and Consistency with Comprehensive Plans. Chapter 334, F.S., grants broad authority for the Department's role in transportation. Section 334.044, F.S., includes the legislative intent declaring that the Department shall be responsible for coordinating the planning of a safe, viable, and balanced state transportation system serving all regions of the State. Section 339.155, F.S., requires the Department to develop a statewide transportation plan, which considers, to the maximum extent feasible, strategic regional policy plans, MPO plans, and approved local government comprehensive plans. Section 339.175(5), F.S., specifies the authority and responsibility of the MPO and the Department to manage a continuing, cooperative, and comprehensive transportation planning process for the metropolitan area.

In fulfillment of this purpose and in the exercise of the various powers granted by Chapters 334 and 339, F.S., the parties to this Interlocal Agreement acknowledge that decisions made by the 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 MPO ORGANIZATION AND CREATION

Section 3.01. Establishment of MPO. The MPO for the metropolitan planning area as described in the membership apportionment plan approved by the Governor is hereby created and established pursuant to this 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 Hillsborough County Metropolitan Planning Organization.

Section 3.02. MPO to operate pursuant to law. In the event that any election, referendum, approval, permit, notice, other proceeding or authorization is required under applicable law to undertake any power, duty, or responsibility hereunder, or to observe, assume, or carry out any of the provisions of this Interlocal Agreement, the MPO 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 MPO. The governing board established pursuant to Section 4.01 of this Interlocal Agreement shall act as the policy-making body for the MPO, and will be responsible for coordinating the cooperative decision-making process of the MPO's actions, 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 provide to each other such data, reports, records, contracts, and other documents in its possession relating to the MPO as is requested. Charges are to be in accordance with Chapter 119, F.S.

Section 3.05. Rights of review. All parties to this Interlocal Agreement and the affected federal funding agencies (e.g., FHWA, FTA, and FAA) shall have the rights of technical review and comment on MPO's projects.

ARTICLE 4 COMPOSITION; MEMBERSHIP; TERMS OF OFFICE

Section 4.01. Composition and membership of governing board.

- (a) The MPO shall consist of 15 voting members and 1 non-voting advisor. The names of the member local governmental entities and the voting apportionment of the governing board as approved by the Governor shall be as follows: Hillsborough County (5), City of Tampa (3), Temple Terrace (1), Plant City (1); Hillsborough Area Regional Transit Authority (1), Hillsborough County Aviation Authority (1), Tampa-Hillsborough Expressway Authority (1), Tampa Port Authority (1), Hillsborough County City-County Planning Commission (1). The Florida Department of Transportation is designated as a non-voting advisor to the MPO.
- (b) All voting representatives of general purpose local governments shall be elected officials, the voting representative of the Hillsborough County City-County Planning Commission shall be a Planning Commission member and the voting representatives of each of the authorities shall be an official of the respective authority. All voting representatives shall be appointed by the governing body of the county, city or authority, which may also appoint an alternate member who may vote at any MPO meeting that such alternate member attends in place of a regular member.
- (c) In the event that a governmental entity that is a member of the MPO fails to fill an assigned appointment to the MPO within sixty 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. The term of office of members and alternate members of the MPO shall be four years. The membership of a member or alternate member who is a public official automatically terminates upon said official leaving the elective or appointive office for any reason, or may be terminated by a majority vote of the total membership of the governmental entity represented by the member. A vacancy shall be filled by the original appointing entity. A member may be appointed for one or more additional four year terms.

ARTICLE 5 AUTHORITIES, POWERS, DUTIES AND RESPONSIBILITIES

Section 5.01. General authority. The MPO 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, F.S.

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

- (a) As provided in Section 339.175(6)(g), F.S., the MPO may employ personnel and/or may enter into contracts with local or state agencies and private planning or engineering firms to utilize the staff resources of local and/or state agencies;

- (b) As provided in Section 163.01(14), F.S., the MPO may enter into contracts for the performance of service functions of public agencies;
- (c) As provided in Section 163.01(5)(j), F.S., the MPO may acquire, own, operate, maintain, sell, or lease real and personal property;
- (d) As provided in Section 163.01(5)(m), F.S., the MPO may accept funds, grants, assistance, gifts or bequests from local, state, and federal resources;
- (e) The MPO 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 MPO shall have such powers and authority as specifically provided in Section 163.01 and Section 339.175, F.S., and as may otherwise be provided by federal or state law.

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

- (a) As provided in Section 339.175(6)(d), F.S., the MPO shall create and appoint a technical advisory committee;
- (b) As provided in Section 339.175(6)(e), F.S., the MPO shall create and appoint a citizens' advisory committee;
- (c) As provided in Section 163.01(5)(o), F.S., the MPO membership shall be jointly and severally liable for liabilities, and the MPO may respond to such liabilities through the purchase of insurance or bonds, the retention of legal counsel, and, as appropriate, the approval of settlements of claims by its governing board;
- (d) As provided in Section 339.175(9), F.S., the MPO shall establish an estimated budget which shall operate on a fiscal year basis consistent with any requirements of the UPWP;
- (e) The MPO, in cooperation with the Department, shall carry out the metropolitan transportation planning process as required by Title 23 CFR Parts 420 and 450, and Title 49 CFR Part 613, Subpart A, and consistent with Chapter 339, F.S., and other applicable state and local laws;
- (f) As provided in Section 339.175(10)(a), F.S., the MPO 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 MPO for 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 MPO agrees to inventory, to maintain records of and to insure proper use, control, and disposal of all nonexpendable tangible property acquired pursuant to funding under this Interlocal Agreement. This shall be done in accordance with the requirements of Title 23 CFR Part 420, Subpart A, Title 49 CFR Part 18, Subpart C, and all other applicable federal regulations.

Section 6.03. Record-keeping and document retention. The Department and the MPO shall prepare and retain all records in accordance with 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. All records stored electronically must be provided to the Department in a format that is compatible with the information technology systems of the Department.

ARTICLE 7 MISCELLANEOUS PROVISIONS

Section 7.01. Constitutional or statutory duties and responsibilities of parties. This Interlocal Agreement shall not be construed to authorize the delegation of the constitutional or statutory duties of any of the parties. In addition, this Interlocal Agreement does not relieve any of the parties of an obligation or responsibility imposed upon them by law, except to the extent of actual and timely performance thereof by one or more of the parties to this Interlocal Agreement or any legal or administrative entity created or authorized by this Interlocal Agreement, in which case this performance may be offered in satisfaction of the obligation or responsibility.

Section 7.02. Amendment of Interlocal Agreement. Amendments or modifications of this Interlocal Agreement may only be made by written agreement signed by all parties here to with the same formalities as the original Interlocal Agreement. No amendment may alter the apportionment or jurisdictional boundaries of the MPO 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 ten 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 Hillsborough County and the City of Tampa, 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 MPO, 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 MPO 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 MPO shall contact The Office of the Governor and the Governor, with the agreement of the remaining members of the MPO, shall determine whether any reapportionment of the membership is appropriate. The Governor and the MPO shall review the previous MPO designation, applicable federal, state and local law, and MPO rules for appropriate revision. In the event that another entity is to be afforded membership in the place of the member withdrawing from the MPO, the parties acknowledge that pursuant to Title 23 CFR §450.310(1)(2), adding membership to the MPO does not automatically require redesignation of the MPO. In the event that a party who is not a signatory to this Interlocal Agreement is afforded membership in the MPO, membership shall not become effective until this Interlocal Agreement is amended to reflect that the new member has joined the MPO.

Section 7.04. Notices. All notices, demands and correspondence required or provided for under this Interlocal 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:

Hillsborough County Aviation
Authority
P. O. Box 22287
Tampa, FL 33622

Hillsborough County Board of
County Commission
601 E. Kennedy Blvd, 2nd Floor
Tampa, FL 33602

Tampa City Council
315 E. Kennedy Blvd, 3rd Floor
Tampa, FL 33602

Hillsborough Area Transit
Authority
4305 E. 21st Avenue
Tampa, FL 33605

City of Plant City
302 W. Reynolds Street
P. O. Box C
Plant City, FL 33563

Tampa Port Authority
1101 Channelside Drive
Tampa, FL 33602

Tampa-Hillsborough
Expressway Authority
1104 E. Twiggs Street
Tampa, FL 33602

City of Temple Terrace
11250 N. 56th Street
Temple Terrace, FL 33617

Hillsborough MPO
601 E. Kennedy Blvd., 18th
Floor
Tampa, FL 33602

The Planning Commission
601 E. Kennedy Blvd., 18th Fl
Tampa, FL 33602

FDOT - District 7
11201 N. McKinley Dr.
Tampa, FL 33612

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 the Interlocal Agreement. The Department and the parties were each represented by or afforded the opportunity for representation by legal counsel and participated in the drafting of this Interlocal Agreement and in choice of wording. Consequently, no provision should be more strongly construed against any party as drafter of this Interlocal Agreement.
- (b) Severability. Invalidation of any one of the provisions of this Interlocal Agreement or any part, clause or word, or the application thereof in specific circumstances, by judgment, court order, or administrative hearing or order shall not affect any other provisions or applications in other circumstances, all of which shall remain in full force and effect; provided, that such remainder would then continue to conform to the terms and requirements of applicable law.
- (c) Rules of construction. In interpreting this Interlocal Agreement, the following rules of construction shall apply unless the context indicates otherwise:
 - (1) The singular of any word or term includes the plural;
 - (2) The masculine gender includes the feminine gender; and
 - (3) The word “shall” is mandatory, and “may” is permissive.

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

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

Section 7.08. Effective date; Cost of recordation.

- (a) Effective date. This Interlocal Agreement shall become effective upon its filing in the Office of the Clerk of the Circuit Court of each county in which a party hereto is located. Any amendment

hereto shall become effective only upon its filing in the Office of the Clerk of the Circuit Court for each county in which a party hereto is located.

- (b) Recordation. The MPO hereby agrees to pay for any costs of recordation or filing of this Interlocal Agreement in the Office of the Circuit Court for each county in which a party is hereto located. The recorded or filed original, or any amendment, shall be returned to the MPO for filing in its records.

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

Signed, Sealed and Delivered in the presence of:


Interlocal agreement to re-establish the HILLSBOROUGH COUNTY METROPOLITAN PLANNING ORGANIZATION

Signed, Sealed and Delivered in the presence of:

**District Seven
Florida Department of Transportation
Tampa, Florida**

BY: 

TITLE: DISTRICT SECRETARY

ATTEST: 
Maria L. Alayo

TITLE: Executive Assistant
(SEAL)

Attorney: 

Signed, Sealed and Delivered in the presence of:

**BOARD OF COUNTY COMMISSIONERS
Hillsborough County, Florida**

Panda A. Bleick
Deputy Clerk to the Board
of County Commissioners



By: Mark Sharpe
The Honorable Mark Sharpe
Chairman of the Board of
County Commissioners

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: Com SL
Esquire
Assistant County Attorney

BOARD OF COUNTY COMMISSIONERS
HILLSBOROUGH COUNTY FLORIDA
DOCUMENT NO. 14-0508

Interlocal agreement to re-establish the HILLSBOROUGH COUNTY METROPOLITAN PLANNING ORGANIZATION

Signed, Sealed and Delivered in the presence of:

CITY OF TEMPLE TERRACE
Hillsborough County, Florida

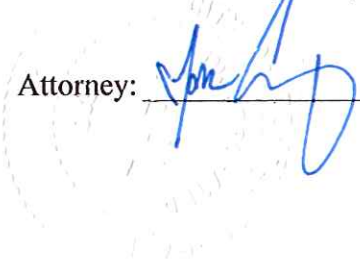
BY: Frank Chiller

TITLE: Mayor

ATTEST: Cheryl A. Rooney

TITLE: City Clerk
(SEAL)

Attorney: [Signature]



Interlocal agreement to re-establish the HILLSBOROUGH COUNTY METROPOLITAN PLANNING ORGANIZATION

Signed, Sealed and Delivered in the presence of:

CITY OF TAMPA
Hillsborough County, Florida

BY: Bob Buckhorn

TITLE: Mayor of City of Tampa

ATTEST: Shirley Fox-Knowles

TITLE: City Clerk
(SEAL)

Attorney: [Signature]

Interlocal agreement to re-establish the HILLSBOROUGH COUNTY METROPOLITAN
PLANNING ORGANIZATION

Signed, Sealed and Delivered in the presence of:

CITY OF PLANT CITY
Hillsborough County, Florida

BY: 

TITLE: Mayor

ATTEST: 

TITLE: City Clerk
(SEAL)

Approved as to form and correctness:

Attorney: 

Interlocal agreement to re-establish the HILLSBOROUGH COUNTY METROPOLITAN
PLANNING ORGANIZATION

Signed, Sealed and Delivered in the presence of:

TAMPA PORT AUTHORITY
Hillsborough County, Florida

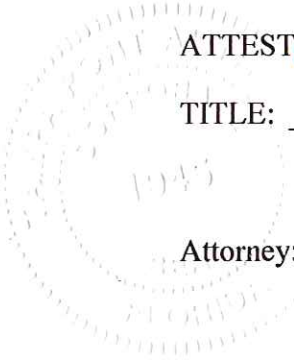
BY: Stewart Jundal

TITLE: _____

ATTEST: [Signature]

TITLE: Secretary
(SEAL)

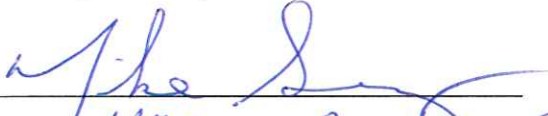

Attorney: [Signature]



Interlocal agreement to re-establish the HILLSBOROUGH COUNTY METROPOLITAN
PLANNING ORGANIZATION

Signed, Sealed and Delivered in the presence of:

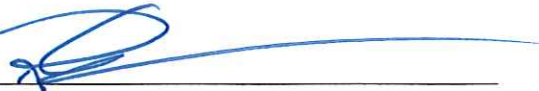
HILLSBOROUGH AREA REGIONAL TRANSIT AUTHORITY
Hillsborough County, Florida

BY: 
TITLE: HART Board Chair
ATTEST: Yelena Lett
TITLE: Clerk of the Board
(SEAL)
Attorney: 

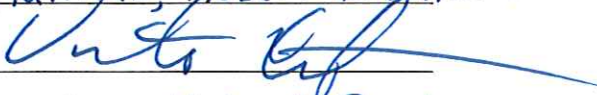
Interlocal agreement to re-establish the HILLSBOROUGH COUNTY METROPOLITAN
PLANNING ORGANIZATION

Signed, Sealed and Delivered in the presence of:

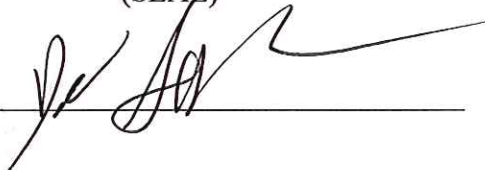
HILLSBOROUGH COUNTY AVIATION AUTHORITY
Hillsborough County, Florida

BY: 

TITLE: Chairman, Robert I. Watkins

ATTEST: 

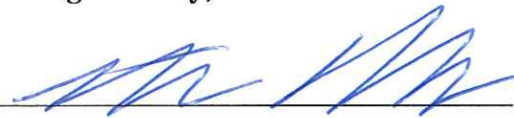
TITLE: Secretary, Victor D. Crist
(SEAL)

Attorney: 

Interlocal agreement to re-establish the HILLSBOROUGH COUNTY METROPOLITAN
PLANNING ORGANIZATION

Signed, Sealed and Delivered in the presence of:

TAMPA-HILLSBOROUGH EXPRESSWAY AUTHORITY
Hillsborough County, Florida

BY: 

TITLE: Chairman

ATTEST: 

TITLE: Ex. Dir.
(SEAL)

Attorney: 

Interlocal agreement to re-establish the HILLSBOROUGH COUNTY METROPOLITAN PLANNING ORGANIZATION

Signed, Sealed and Delivered in the presence of:

HILLSBOROUGH COUNTY CITY-COUNTY PLANNING COMMISSION
Hillsborough County, Florida

BY: 

TITLE: CHAIRMAN

ATTEST: _____

TITLE: _____
(SEAL)

Attorney: 



Hillsborough TPO Transportation Planning Organization

Board & Committee Agenda Item

Agenda Item:

Recruitment Steps and Options

Presenter:

Meghan D. Betourney, Plan Hillsborough HR Manager

Summary:

With the retirement of the TPO Executive Director in November, the Policy Committee will guide the process to select a new Executive Director. Today's presentation will lay out key steps in the process; propose points in the process for Policy Committee review and action; and identify pluses and minuses of using in-house resources or contracting with a consultant.

Recommended Action:

- Discuss and provide direction regarding Policy Committee's desired involvement
- Make a recommendation to the Board regarding whether to set aside funds for a consultant

Prepared By:

Meghan D. Betourney, TPO Staff

Attachments:

[Presentation slides](#)



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