

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DIVISION OF PLANNING AND PROGRAMMING

URBAN TRANSPORTATION PLANNING AGREEMENT

THIS AGREEMENT, made and entered into on the date specified herein by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter called the Department, and the METROPOLITAN PLANNING ORGANIZATION for METROPOLITAN DADE COUNTY, FLORIDA, hereinafter called the MPO:

W I T N E S S E T H:

WHEREAS, the parties of this Agreement desire to participate cooperatively in the performance, on a continuing basis, of a coordinated, comprehensive transportation planning and programming process to assure that highway, mass transit, rail, water, air and other transportation facilities will be properly located and developed in relation to the urbanized area's overall plan of development; and

WHEREAS, the Federal Government, under authority of 23 U.S.C. 134 and Sections 3 (a) (2), 4(a), 5(g) (1), and 5(1) of the Urban Mass Transportation Act of 1964, as amended 49(U.S.C. 1602 (a) (2), 1603(a), and 1604(g)(1) and (1), requires that each urbanized area, as a condition to the receipt of federal capital or operating assistance, have a continuing, cooperative, and comprehensive transportation planning that results in plans and programs consistent with the comprehensively planned development of the urbanized area, and stipulates that the State and the Metropolitan Planning Organization (MPO) shall enter into an agreement clearly identifying the responsibilities for cooperatively carrying out such transportation planning; and

WHEREAS, the existence, organization, powers, jurisdiction, and responsibilities of the Metropolitan Planning Organization for Metropolitan Dade County, Florida were established in Interlocal Agreement dated March 2, 1977, between the Department of Transportation, State of Florida, Metropolitan Dade County, and the Dade County School Board; and

WHEREAS, Chapter 334, Florida Statutes grants the broad authority for the Department's role in transportation; Section 334.02(5), Florida Statutes evidences the legislative intent that the Department be the custodian of the state highway and transportation systems and be given sufficiently broad authority

to function adequately and efficiently in all areas of appropriate jurisdiction; Section 334.211(2) Florida Statutes, requires the Department to develop comprehensive plans, in conjunction with local governmental bodies and regional planning agencies, for all standard metropolitan statistical areas; and

WHEREAS, in fulfillment of the purpose and in the exercise of the various powers granted by Chapter 334, Florida Statutes, the parties to this Agreement shall observe all provisions of Section 163.3161 - 163.3211, the Local Government Comprehensive Planning Act and its successors, and shall take particular care that the planning processes and planning integrity of local governments as set forth in the Local Government Comprehensive Planning Act and as evidenced by the legislative intent expressed in Section 334.02(7), Florida Statutes not be infringed upon.

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

1.00 Purpose

For the purposes recited in the preamble, and which purposes are adopted as a part hereof, this agreement is to set forth the responsibilities of the Department and the MPO in carrying out the continuing, cooperative, and comprehensive transportation planning and programming process in Metropolitan Dade County, Florida, and to describe the cooperative procedures under which such planning and programming will be carried out.

2.00 The Project

The Project is defined as the continuing, cooperative, and comprehensive transportation planning process for Metropolitan Dade County, Florida, including the programming of transportation improvements for such area.

3.00 Definitions

- .01 "MPO" shall mean the Metropolitan Planning Organization designated by the Governor for the Miami urbanized area.
- .02 "DEPARTMENT" shall mean the Florida Department of Transportation.
- .03 "A-95 AGENCY" shall mean the areawide clearinghouses pursuant to United States Office of Management and Budget Circular A-95.
- .04 "MTA" shall mean the Dade County Metropolitan Transit Agency.

- .05 "UMTA" shall mean the Urban Mass Transportation Administration of the U.S. Department of Transportation.
- .06 "FHWA" shall mean the Federal Highway Administration of the U.S. Department of Transportation.

4.00 PRODUCT DEVELOPMENT ROLES AND RESPONSIBILITIES

- .01 The MPO in cooperation with the Department shall carry out the urban transportation planning process as required by the applicable federal regulations as they now exist or as they may hereafter be changed or modified. The MPO and the Department hereby agree to comply with all federal, state or local laws and regulations that pertain to the urban transportation planning process. The MPO shall develop and implement a Public Involvement Program and a Citizens Participation Structure. It is intended that the citizens of Dade County will have an opportunity to become informed of the transportation needs of the community, participate in the planning process, and support those resolutions and programs which are developed as a result of this agreement. The planning process envisaged by this agreement will cover all of the area defined as urbanized within Dade County, and adjacent vital non-urbanized areas in accordance with planning projections.
- .02 The MPO, in cooperation with the Department, shall develop and maintain plans and programs, including at least the following as presently required by 23 Chapter I, Part 450.
 - a) A multi-year multi-modal planning program (Prospectus),
 - b) A Transportation Plan consisting of a long-range element and a Transportation Systems Management Element,
 - c) A Unified Planning Work Program prepared on an annual or biannual basis,
 - d) An annually updated Transportation Improvement Program, and
 - e) Other documents and reports necessary to support the urban transportation planning process.
- .03 The MPO shall, on an annual basis, approve the Prospectus and the Transportation Plan and submit them and any modifications thereto to the Department for review. The Department shall, by formal administrative action, either concur in the documents as submitted or return

them to the MPO with suggested revisions. The MPO, after consideration of any suggested revisions, shall submit the documents to the appropriate agencies for Federal approval. The Department may submit any comments concerning any documents to the appropriate Federal agencies.

- .04 The MPO shall produce and approve a final draft of the annual Unified Planning Work Program. The MPO shall submit this draft of the Unified Planning Work Program and any modifications thereto to the Department and to the state and areawide A-95 clearinghouses no less than one hundred twenty (120) days before the end of the Department's fiscal year. The Department shall review the Unified Planning Work Program and, in cooperation with the MPO, evaluate any comments received from the A-95 agencies. The Department shall submit the document with its comments to the Federal Region IV Inter-modal Planning Group. Eligibility for payment under Section 112 of the 1973 Federal-aid Highway Act will be contingent upon Federal approval of the Unified Planning Work Program.
- .05 The Transportation Improvement Program including an annual element and a program element for four (4) or more succeeding years shall be endorsed annually by the MPO. The Department shall, by formal administrative action, either concur in the document as submitted or return it to the MPO with suggested revisions. The MPO, after consideration of any suggested revisions, shall submit the Transportation Improvement Program no less than thirty (30) days before the end of the Department's fiscal year:
- a) to the Governor of Florida
 - b) to the Urban Mass Transportation Administration
 - c) to the Federal Highway Administration (through the Department)
 - d) to the State, Regional and areawide A-95 clearinghouses

Additions, deletions and modifications to projects in the Transportation Improvement Program shall be made only when formally approved by the MPO, in cooperation with the Department and other affected agencies.

- .06 The Department, in cooperation with the MPO, shall make every effort to include all projects programmed in the Transportation Improvement Program in the Department's Five Year Construction Plan in the earliest year possible. It is recognized by the MPO that all projects must be properly phased as to preliminary engineering,

design, and right-of-way acquisition prior to scheduled actual construction. When such projects involve Department activity, it is understood and agreed that Department scheduling determinations are required subject to the cooperative nature of this agreement.

- .07 The Department shall at least annually notify the MPO of actions taken relative to the Department's Five Year Construction Plan. In the event that proposed program changes jeopardize or affect adversely the Department's or MPO's objective of obligating all available federal funds or necessary production requirements, the Department may defer the obligation of such funds to a later period of time in accordance with a reasonable development schedule. The Department is authorized to advance or delay proposed projects to accommodate development time variances, provided however, that in the event any change of more than one year is to be made, the Department shall notify the MPO at the time of such change.
- .08 The official file of the project shall be kept in two counterparts each of which shall be deemed to be an original. One counterpart shall be kept and maintained by the Department, and the other by the MPO. The official file shall include the officially approved network and all relevant supporting data. No change shall be made to the approved network or the supporting data without joint written concurrence of the parties. Each counterpart shall be kept and maintained such as to be an exact duplicate of the other. The development of a transportation plan, including the long-range and transportation system management elements, shall be based upon the official transportation network and supporting data file. The traffic data required by FHWA for individual project design will be computed by the Department utilizing its official file. Traffic design data shall be supplied to the MPO for projects within its jurisdiction as expeditiously as possible in the same manner that other data are communicated that are necessary to keep the two official project files identical.
- .09 The MPO and the Department hereby recognize the responsibility of the areawide A-95 clearinghouse (specifically to the Dade County Planning Department and the South Florida Regional Planning Council) to review all pertinent projects included within the Unified Planning Work Program and the Transportation Improvement Program.

- .10 The Department hereby recognizes the right and responsibility of the Metropolitan Dade County Board of County Commissioners to represent the MTA as the public transit operator in Dade County, and for the County Commissioners or their designated representative to review and comment on MPO actions with respect to activities arising from the Unified Planning Work Program and the Transportation Improvement Program which would impact public transit operations in the urban area, as recognized in Section 7.02 of the Interlocal Agreement between the Department, the Board of County Commissioners, and the School Board.

5.00 Pursuant to Federal, State, and Local Law

In the event that any election, referendum, approval, permit notice, or other proceeding or authorization is requisite under applicable law to enable either the MPO or the Department to enter into this Agreement or to undertake the Project hereunder, or to observe, assume or carry out any of the provisions of the Agreement, the effected party hereby agrees to initiate and consummate, as provided by law, all actions necessary with respect to any such matters.

6.00 Submission of Proceedings, Contract, and other Documents

The MPO and the Department shall submit to each other such data, (reports, records, contract, and other documents relating to the Project) as may be reasonably required by either party to fulfill its obligations under this agreement.

7.00 Rights of Review

The Department, the FHWA and UMTA shall have the right of technical review of the Project and inspection of records pertaining to this project.

8.00 Miscellaneous Provisions

- .01 Government Not Obligated to Third Parties - The Department shall not be obligated or liable hereunder to any party other than the MPO.
- .02 How Contract Affected by Provisions Being Held Invalid- 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.
- .03 State or Territorial Law - Nothing in the Agreement shall require the MPO to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable

state law: Provided, that if any of the provisions of the Agreement violate any applicable state law, the MPO will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and MPO to the end that the MPO may proceed as soon as possible with the Project.

- .04 Responsibility for Claims and Liability - The MPO shall save harmless the Department from all claims and liability due to the MPO's negligent acts or the negligent acts of its subcontractors, agents, or employees. The Department shall save harmless the MPO from all claims and liability due to the Department's negligent acts or the negligent acts of its subcontractors, agents, or employees. The liability of each party under this section is subject to the provision of Section 768.28, Florida Statutes.

9.00 Execution of Agreement

This contract 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.

10.00 Constitutional or Statutory Duties and Responsibilities of the Parties to the Agreement

This agreement shall not be construed nor deemed 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 on any legal or administrative entity created or authorized by this agreement, in which case the performance may be offered in satisfaction of the obligation or responsibility.

11.00 Duration of Agreement and Withdrawal Procedure

This agreement shall remain in effect until terminated by either or both parties to the Agreement. Either party may withdraw from said Agreement after presenting in written form a notice of intent to withdraw to the other party, at least 60 days prior to the intended date of withdrawal.

12.00 Amendment of Agreement

Amendments to this Agreement may be initiated by the MPO or the Department. Amendments shall be formally ratified and approved by resolution of the MPO and notification by the Department by letter signed by the Florida Secretary of Transportation.

13.00 Confirmation of Agreement

The Agreement shall be reviewed annually by the MPO and the Department to confirm the validity of the contents and to recommend the types of amendments, if any, that are required.

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.

IN WITNESS WHEREOF, the MPO has caused this contract to be duly executed in its behalf, and thereafter the Department has caused the same to be duly executed in its behalf this 4th day of April, 1977.

Approved:

Ray S. Andrews
Director of Planning and Programming

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

BY: Billy S. Pellam
Director of Administration

ATTEST: Carolyn Scavali (SEAL)
Executive Secretary

METROPOLITAN PLANNING ORGANIZATION

BY: Stephen Paul
TITLE: Chairman

ATTEST: [Signature] (SEAL)
TITLE: Secretary

APPROVED AS TO FORM AND LEGALITY

APPROVED AS TO CORRECT LEGALITY AND EXECUTION
FLORIDA DEPARTMENT OF TRANSPORTATION

Stephen P. Lee
Attorney

BY: George L. Ward
ATTORNEY

[Signature]
3-30-77

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding hereafter to be called the **MPO Management Services Agreement**, made and entered into this 30th day of November, 1995, by and between the **Metropolitan Planning Organization** hereinafter called the **MPO** and the **Board of County Commissioners, Dade County, Florida** hereinafter called the **County**:

WITNESSETH:

WHEREAS, the MPO, pursuant to the power conferred upon it by Sections 5.01 and 5.03 of the Interlocal Agreement between the Board of County Commissioners, the Dade County School Board and the Florida Department of Transportation dated March 2, 1977, may enter into agreements, other than interlocal agreements, with local and/or state agencies to utilize the staff resources of such agencies or for the performance of certain services by such agencies, and

WHEREAS, pursuant to the aforesaid Interlocal Agreement and the companion Urban Transportation Planning Agreement between the MPO and the FDOT dated March 23, 1977, it is contemplated that Dade County 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, and

WHEREAS, it is deemed by the parties to be appropriate and necessary that the duties and obligations of the County 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 hereby adopted as part hereof, this agreement is to provide for professional services to carry out the terms of the Urban Transportation Planning Agreement between the MPO and the FDOT and to provide personnel for the administration of the MPO.

2.00 Definitions

- .01 "County" shall mean the Board of County Commissioners, Dade County, Florida.
- .02 "FDOT" shall mean the Florida Department of Transportation
- .03 "MPO" shall mean the Metropolitan Planning Organization for the Miami Urbanized Area designated by the Governor
- .04 "County Manager" shall mean the County Manager of Dade County, Florida.

.05 "UPWP" shall mean the Annual Unified Planning Work Program required by Federal Regulations. (Subpart A 450.114 (c))

3.00 Scope of Services

It is agreed by the County that it shall furnish the MPO with the professional, technical, administrative and clerical services, the supplies, the equipment, the offices and other space, and such other incidental items as may be required and necessary to manage the business and affairs of the MPO and to carry on the transportation planning and programming process specified by the Urban Transportation Planning Agreement between the MPO and the FDOT dated March 23, 1977; provided, it is understood and agreed that, unless otherwise provided for, the performance of such service and functions shall be limited to those specified and allocated to the County in the annual Unified Planning Work Program (UPWP) budget and all approved budgets under Federal or State grant contracts with the MPO. It is further agreed:

.01 County Manager

The County Manager of Dade County shall be responsible to the MPO for the conduct of the transportation planning process as well as the appointment, 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 planning process.

.02 Commitment of Personnel

The County Manager shall annually have prepared a detailed listing of all tasks necessary and incident to carrying out the planning process, the man-hours required to carry out such tasks, and the required skills or qualifications of the personnel assigned to MPO duties shall, when performing such duties, be under the direction of the person in charge of, and bearing the responsibility for, producing the required work product.

.03 Technical Advisors

The head of each county department or agency participating in the transportation planning process shall be deemed a technical advisor in the field of his/her competency and shall be expected to provide the MPO with expert advice or perform such duties incident thereto as the County Manager shall assign.

.04 County Attorney

The County Attorney shall be the legal advisor to the MPO and shall represent the MPO in all legal matter provided, that with the concurrence of the County Attorney, the MPO may employ special council for specific needs.

.05 Secretariat

A Secretariat, to be designated by the County Manager and serving at his pleasure, shall report to the Governing Board of the MPO and shall have the following duties and functions: coordinating the activities of the various structures established by the Interlocal Agreement heretofore mentioned; preparing the agendas of the Governing Board and Technical Advisors; preparing resolutions and other appropriate documents; scheduling meetings; giving notice; keeping minutes; coordinating and monitoring the activities of the various sub-structures; preparing an annual report; preparing such interim reports as may be required; developing and implementing operating procedures necessary to carry out the functions and duties of the secretariat; directing the implementation of policies established by the Governing Board; and performing such other duties as may be assigned by the Governing Board.

.06 Annual Budget

The County Manager shall have prepared an annual budget on a October 1 to September 30 fiscal year basis. The budget shall identify funding sources, participating agencies and the level of participation by the various agencies.

.07 Financial Administration

- .07.1 **The Records and accounts** of the MPO shall be administrated by the County in accordance with accounts and accounting procedures which shall be developed by the County for the MPO.
- .07.2 **Contracts and bids** for the purchase of materials and services shall be in accordance with County procedures for the same purposes, with the exception that action of the MPO Governing Board with respect to such requests shall be final. There shall be no need to submit these contracts and bids to the Board of County Commissioners or any committee of the Board of County Commissioners for consideration.
The MPO Governing Board shall issue requests for proposals and qualifications (RFP/RFQ), bids and any addenda. Additionally, the Metropolitan Planning Organization Secretariat shall fulfill the responsibilities of the Contract Coordination Office as set forth in Metro-Dade County Administrative Order No. 3-16 (revised March 3,1994), page 9, number 4 relating to MPO procurements.
- .07.3 **Purchasing** of materials, supplies, equipment and services shall be through the Purchasing Agent of Dade County in accordance with County procedures and practices.

- 07.4 **Expenditures** of money shall only be made in accordance with procedure which shall be developed by the County for the MPO.
- 07.5 **Deposit of Funds** - All monies received by the MPO shall be deposited with the County in a trust account and applied only in accordance with the provisions of the procedures established pursuant to Section 3.07.4 of this agreement.

4.00 Reimbursement of County

The MPO hereby agrees that it shall reimburse the County for all services rendered under this agreement as specified in the UPWP budget and all approved budgets under Federal or State grant contracts with the MPO and in accordance with the procedures established pursuant to 3.07 of this agreement. It is further agreed that in the event the County renders services for which no cash reimbursement is provided, the delivery of the specified work products of the transportation planning process such as the UPWP, the Transportation Improvement Program, the Prospectus of the Transportation Plan shall be considered sufficient reimbursement in lieu thereof.

5.00 Consultants

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 provide the control and direction of such consultants and the administration of such contracts shall be under the County Manager.

6.00 Transitory Provision

During the interim period between the effective date of this agreement and the commencement of the UPWP for FY 77-78, the County shall be reimbursed for all services rendered as provided in the FY 76-77 UPWP budget and all approved budgets under Federal or State grant contracts with the County.

7.00 How Contract Affected by Provisions Being Held Invalid

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.

8.00 Execution of Agreement

This Agreement may be simultaneously executed in several counterparts, each of this so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument.

9.00 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 60 days prior to the intended date of withdrawal, provided financial commitments made prior to withdrawal are effective and binding for their full terms and amount regardless of withdrawal.

10.00 Amendment of Agreement

The County and the MPO may upon initiation of with party amend this agreement to cure and 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.

11.00 Confirmation of Agreement

The Agreement shall be reviewed annually by the MPO to confirm the validity of the contents and to recommend the type of amendments, if any, that are required.

12.00 Agreement Format

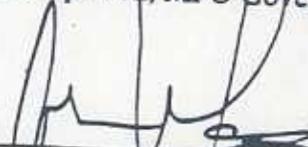
All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

In Witness Whereof, the undersigned parties have caused this Memorandum of Understanding to be duly executed in this behalf this 30th day of November, 1995.

By: 
Armando Vidal, P.E.
Title: County Manager

By: 
Arthur E. Teele, Jr.
Title: Chairperson, MPO Governing Board

Attest: Harvey Ruvin
Clerk of the Board of County Commissioners

Attest: 
Jose-Luis Mesa
Title: Director, MPO

By: 
Elizabeth Alvarez
Title: Deputy Clerk

