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# MEETING NOTICE

## EXECUTIVE COMMITTEE

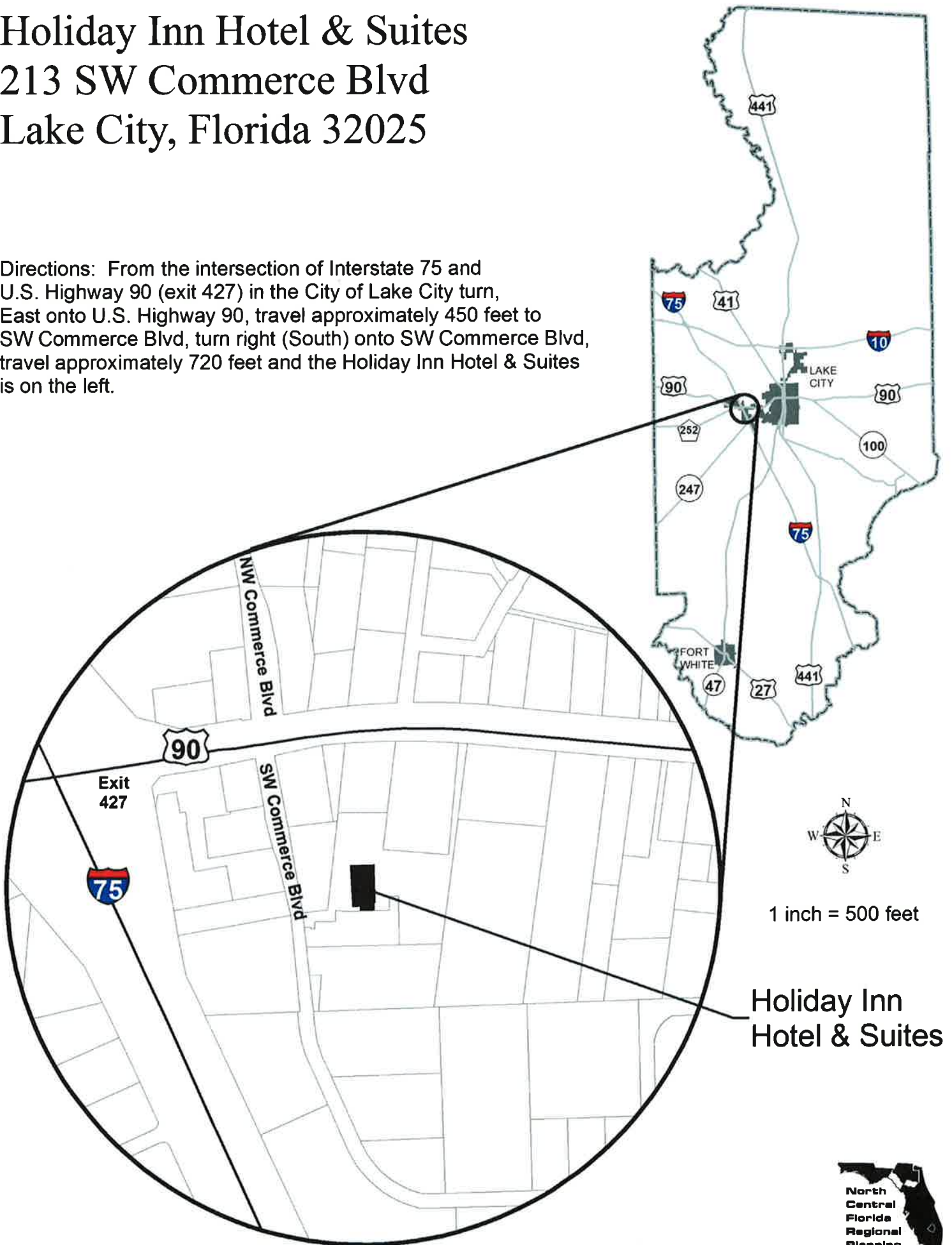
There will be a meeting of the Executive Committee of the North Central Florida Regional Planning Council on January 24, 2013. The meeting will be held at the Holiday Inn Hotel & Suites, 213 Southwest Commerce Boulevard, Lake City, Florida at 6:00 p.m.

(Location Map on Back)

# Holiday Inn Hotel & Suites

213 SW Commerce Blvd  
Lake City, Florida 32025

Directions: From the intersection of Interstate 75 and U.S. Highway 90 (exit 427) in the City of Lake City turn, East onto U.S. Highway 90, travel approximately 450 feet to SW Commerce Blvd, turn right (South) onto SW Commerce Blvd, travel approximately 720 feet and the Holiday Inn Hotel & Suites is on the left.





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## AGENDA

### EXECUTIVE COMMITTEE

Holiday Inn Hotel & Suites  
Lake City, Florida

January 24, 2013  
6:00 p.m.

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* B. National Association of Development Organizations Washington Policy Conference - Washington, D.C. - March 9-14, 2013	35

\* See Attachments

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EXECUTIVE COMMITTEE  
MINUTES

Holiday Inn Hotel & Suites  
Lake City, Florida

December 13, 2012  
6:00 p.m.

MEMBERS PRESENT

Carolyn Spooner, Executive Committee Member  
Lorene Thomas, Chair

MEMBER PRESENT VIA TELEPHONE

Garth Nobles, Jr., Vice-Chair

MEMBER ABSENT

Kenrick Thomas, Secretary-Treasurer

STAFF PRESENT

Scott R. Koons

Chair Lorene Thomas called the meeting to order at 6:06 p.m.

I. APPROVAL OF MINUTES - October 25, 2012

Chair Thomas asked that the minutes for the October 25, 2012 Executive Committee meeting be approved as written.

**ACTION: Commissioner Spooner made the motion, with a second by Mayor Nobles, to approve the minutes of the Executive Committee meeting held on October 25, 2012 as written. The motion carried unanimously.**

II. CONTRACTS AND APPLICATIONS - None

III. PROGRAM REPORT

A. Transportation Disadvantaged Program Local Coordinating Board Membership Certifications - Bradford, Columbia, Dixie, Gilchrist, Hamilton, Lafayette, Madison, Suwannee and Union Counties

**ACTION: Commissioner Spooner made the motion, with a second by Mayor Nobles, to recommend that the Council authorize the Chair to sign the Bradford, Columbia, Dixie, Gilchrist, Hamilton, Lafayette, Madison, Suwannee and Union County Transportation Disadvantaged Local Coordinating Board Membership Certifications. The motion carried unanimously.**

B. Transportation Disadvantaged Program Community Transportation Coordinator Selections

**ACTION: Commissioner Spooner made the motion, with a second by Mayor Nobles, to recommend that the Council request approval from the Florida Commission for the Transportation Disadvantaged to issue a competitive request for proposals for the selection of the Bradford, Lafayette and Union County Community Transportation Coordinators; authorize the use of a competitive request for proposals process to select the designated**

**Community Transportation Coordinators for Bradford, Lafayette and Union Counties; authorize the Executive Director to appoint a Technical Review Committee of at least three Council employees who have experience and knowledge of Florida's Transportation Disadvantaged Program; and authorize the Technical Review Committee to establish selection criteria, review proposals and make recommendations to the Council concerning the designation of the Community Transportation Coordinators for Bradford, Lafayette and Union Counties. The motion carried unanimously.**

IV. GENERAL ADMINISTRATION - None

V. OTHER BUSINESS

A. Resolution Recognizing 25th Anniversary of Ronald L. Book, P.A.

**ACTION: Commissioner Spooner made the motion, with a second by Mayor Nobles, to recommend that the Council approve a resolution recognizing the 25th anniversary of Ronald L. Book, P.A. The motion carried unanimously.**

The meeting was adjourned at 6:15 p.m.

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Lorene J. Thomas, Chair

1/24/13  
Date



## II.

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2009 NW 67th Place, Gainesville, FL 32653-1603 • 352.955.2200

January 17, 2013

TO: Council Members

FROM: Scott R. Koons, AICP, Executive Director 

SUBJECT: Metropolitan Transportation Planning Organization  
for the Gainesville Urbanized Area Interlocal Agreement Affirmation

### RECOMMENDATION:

**Reaffirm the Intergovernmental Coordination and Review and Public Transportation Coordination Joint Participation Agreement among the Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area, the North Central Florida Regional Planning Council, the Florida Department of Transportation, the City of Gainesville and the Gainesville-Alachua County Regional Airport Authority executed on January 26, 2007.**

### BACKGROUND:

As you know, the Council provides professional staff services to the Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area to assist them with administering a continuing, cooperative, comprehensive transportation planning program pursuant to a Federal Highway Administration and Florida Department of Transportation approved unified work program. In particular, the Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area, serving as the designated metropolitan planning organization, is responsible for developing and maintaining a long-range transportation plan and transportation improvement program.

According to Section 339.175 (10)(a)(2) Florida Statutes, the Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area is required to execute

*"an agreement with the metropolitan and regional intergovernmental coordination and review agencies serving the metropolitan areas, specifying the means by which activities will be coordinated and how transportation planning and programming will be part of the comprehensive planned development of the area."*

Exhibit 1 is a copy of the Intergovernmental Coordination and Review and Public Transportation Coordination Joint Participation Agreement that the Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area executed on January 26, 2007, along with the North Central Florida Regional Planning Council, the Florida Department of Transportation, the City of Gainesville and the Gainesville-Alachua County Regional Airport Authority. According to Section 339.175 (10)(a) Florida Statutes, the Agreement is to be reviewed and updated as necessary every five years.

There are no updates that need to be made to the Agreement at this time.

If you have questions concerning this matter, please do not hesitate to contact me.

#### Attachment

o:\carol\council.mtg\cnc\mtgmemos\mtpo interlocal agreement affirmation.docx



## EXHIBIT 1

### INTERGOVERNMENTAL COORDINATION AND REVIEW AND PUBLIC TRANSPORTATION COORDINATION JOINT PARTICIPATION AGREEMENT

THIS JOINT PARTICIPATION AGREEMENT is made and entered into this 26<sup>th</sup> day of January 2007 by and between the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the Department; the Metropolitan Transportation Planning Organization for the Gainesville urbanized area, hereinafter referred to as the MTPO; The North Central Florida Regional Planning Council, hereinafter referred to as the Council; the City of Gainesville, hereinafter referred to as the City; and the Gainesville-Alachua County Regional Airport Authority, hereinafter referred to as the Authority.

### RECITALS

WHEREAS, the Federal Government, under the authority of 23 U. S. C. and any subsequent applicable amendments requires each metropolitan area, as a condition to the receipt of federal capital or operating assistance, to have a continuing, cooperative, and comprehensive transportation planning process in designated metropolitan areas to develop and implement plans and programs consistent with the comprehensively planned development of the metropolitan area;

WHEREAS, 23 U. S. C. 134 (a) and (b), and Section 339.175, Florida Statutes, provide for the creation of metropolitan planning organizations to develop transportation plans and programs for metropolitan areas;

WHEREAS, the aforementioned federal laws require that the State, the MTPO, and the operators of publicly owned transportation systems shall enter into an agreement clearly identifying the responsibilities for cooperatively carrying out such transportation planning (including corridor and subarea studies pursuant to 23 Code of Federal Regulations 450.316 and 450.318) and programming;

WHEREAS, pursuant to Section 20.23, Florida Statutes, the Department has been created by the State of Florida, and the Department has the powers and duties relating to transportation, all as outlined in Section 334.044, Florida Statutes;

WHEREAS, pursuant to 23 United States Code 134, 49 United States Code 5303, 23 Code of Federal Regulations 450.306, and Section 339.175, Florida Statutes, the MTPO has been designated and its membership apportioned by the Governor of the State of Florida, with the agreement of the affected units of general purpose local government, to organize and establish the MTPO;

WHEREAS, pursuant to Section 339.175(9)(a)2., Florida Statutes, the MTPO shall execute and maintain an agreement with the metropolitan and regional intergovernmental coordination and review agencies serving the Gainesville Metropolitan Area, hereinafter referred to as the Metropolitan Area;

WHEREAS, the aforesaid agreement must describe the means by which activities will be coordinated and specify how transportation planning and programming will be part of the comprehensively planned development of the Metropolitan Area;

WHEREAS, pursuant to Section 186.504, Florida Statutes, the Council was established and operates under its Organization Policies with a primary purpose of intergovernmental coordination and review;

WHEREAS, pursuant to Section 186.505(24), Florida Statutes, the Council is to review plans of metropolitan planning organizations to identify inconsistencies between those agencies' plans and applicable local government comprehensive plans adopted pursuant to Chapter 163, Florida Statutes;

WHEREAS, the Council, pursuant to Section 186.507, Florida Statutes, is required to prepare a Strategic Regional Policy Plan, which will contain regional goals and policies that address regional transportation issues;

WHEREAS, based on the Council's statutory mandate to identify inconsistencies between plans of metropolitan planning organizations and applicable local government comprehensive plans, and to prepare and adopt a Strategic Regional Policy Plan, the Council is appropriately situated to assist in the intergovernmental coordination of the intermodal transportation planning process;

WHEREAS, pursuant to Section 186.509, Florida Statutes, and Chapter 29C-8, Florida Administrative Code, the Council has adopted a conflict and dispute resolution process;

WHEREAS, the purpose of the dispute resolution process is to reconcile differences in planning and growth management issues between local governments, regional agencies, and private interests;

WHEREAS, the parties hereto have determined that the voluntary dispute resolution process is useful in the process of resolving conflicts and disputes arising in the transportation planning process;

WHEREAS, pursuant to 23 Code of Federal Regulations 450.310(b) and Section 339.175(9)(a)3., Florida Statutes, the MTPO must execute and maintain an agreement with the operators of public transportation systems, including transit systems, commuter rail systems, airports, and seaports, describing the means by which activities will be coordinated and specifying how public transit, commuter rail, aviation, and seaport planning (including corridor and subarea studies pursuant to 23 Code of Federal Regulations 450.316 and 450.318) and programming will be part of the comprehensively planned development of the Metropolitan

operators of public transportation systems, including transit systems, commuter rail systems, airports, and seaports, describing the means by which activities will be coordinated and specifying how public transit, commuter rail, aviation, and seaport planning (including corridor and subarea studies pursuant to 23 Code of Federal Regulations 450.316 and 450.318) and programming will be part of the comprehensively planned development of the Metropolitan Area;

WHEREAS, it is in the public interest that the MTPO, operators of public transportation systems, including transit systems, commuter rail systems, port and aviation authorities, jointly pledge their intention to cooperatively participate in the planning and programming of transportation improvements within the Metropolitan Area;

WHEREAS, the undersigned parties have determined that this Agreement satisfies the requirements of, and is consistent, with 23 Code of Federal Regulations 450.310, 450.312, 450.316 and 450.318 and Section 339.175(9)(a), Florida Statutes; and

WHEREAS, the parties to this 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, rail systems, air transportation and other facilities will be properly located and developed in relation to the overall plan of community development.

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. Failure of any of the foregoing recitals to be true and correct shall not operate to invalidate this Agreement.

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

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

Corridor or Subarea Study shall mean and refer to studies involving major investment decisions or as otherwise identified in 23 Code of Federal Regulations 450.316 and 450.318.

Department shall mean and refer to the Florida Department of Transportation, an agency of the State of Florida, created pursuant to Section 20.23, Florida Statutes.

FHWA means and refers to the Federal Highway Administration.

Long Range Transportation Plan is at a minimum a 20-year plan which: identifies transportation facilities and; includes 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 and; indicates proposed transportation enhancement activities; all as required by 23 United States Code 134(g), 23 Code of Federal Regulations 450.322 and Section 339.175(6), Florida Statutes.

Metropolitan Area means and refers to the planning area as determined by agreement between the MTPO and the Governor in the urbanized areas designated by the United States Bureau of the Census as described in 23 United States Code 134(b)(1) and Section 339.175, Florida Statutes, which shall be subject to the MTPO's planning authority.

MTPO means and refers to the MTPO formed pursuant to the Interlocal Agreement dated May 26, 2004 as amended or superseded from time to time.

Council means and refers to the North Central Florida Regional Planning Council created pursuant to Section 186.504, Florida Statutes, and established to operate under its Organization Policies.

TIP is the staged multi-year program of transportation improvement projects developed by the MTPO consistent with the Long-Range Transportation Plan and developed pursuant to Title 23 United States Code 134(h), 49 United States Code 5304, 23 Code of Federal Regulations 450.324 and Section 339.175, Florida Statutes.

Unified Planning Work Program is the annual program, developed in cooperation with the Department and public transportation providers, that lists all planning tasks to be undertaken during a program year, with a complete description thereof and an estimated budget, all as required by 23 Code of Federal Regulations 420, Subpart A, and Section 450.314, and Section 339.175(8), Florida Statutes.

## **ARTICLE 2 PURPOSE**

Section 2.01. Coordination with public transit operators. As set forth in Article 3 of this Agreement, the purpose of this Agreement is to provide for cooperation with the Department, the City, the Authority, and the MTPO in the development and preparation of the Unified Planning Work Program, the TIP, the Long-Range Transportation Plan, and any applicable Corridor or Subarea Studies.

Section 2.02. Intergovernmental coordination. As set forth in Article 4 of this Agreement, the purpose of this Agreement is to provide a process through the Council for intergovernmental coordination and review and identification of inconsistencies between proposed MTPO transportation plans and local government comprehensive plans adopted pursuant to Chapter 163, Florida Statutes, and approved by the Florida Department of Community Affairs.

Section 2.03. Dispute resolution. As set forth in Article 5 of this Agreement, the purpose of this Agreement is to provide a process for conflict and dispute resolution through the Council.

### **ARTICLE 3**

#### **COOPERATIVE PROCEDURES FOR PLANNING AND PROGRAMMING WITH OPERATORS OF PUBLIC TRANSPORTATION SYSTEMS**

Section 3.01. Cooperation with operators of public transportation systems: coordination with local government approved comprehensive plans.

(a) The MTPO shall cooperate with the City, the Authority and the Department to optimize the planning and programming of an integrated and balanced intermodal transportation system for the Metropolitan Area.

(b) The MTPO shall implement a continuing, cooperative, and comprehensive transportation planning process that is consistent, to the maximum extent feasible, with aviation master plans, and public transit development plans of the units of local governments whose boundaries are within the Metropolitan Area.

(c) The MTPO shall ensure that representatives of transit agencies and airports within the Metropolitan Area are provided membership on the MTPO's Technical Advisory Committee.

Section 3.02. Preparation of transportation related plans.

(a) Although the adoption or approval of the Unified Planning Work Program, the TIP, and the Long-Range Transportation Plan is the responsibility of the MTPO, development of such plans or programs shall be viewed as a cooperative effort involving the Department, the City, and the Authority. In developing its plans and programs, the MTPO shall solicit the comments and recommendations of the parties to this Agreement in the preparation of such plans and programs.

(b) At the commencement of the process of preparing the Unified Planning Work Program, the TIP, or the Long-Range Transportation Plan, or preparing other than a minor amendment thereto (as determined by the MTPO), the MTPO shall extend notice to the Department, the City, and the Authority advising the scope of the work to be undertaken and inviting comment and participation in the development process. The MTPO shall ensure that the chief operating officials of the Department, the City, and the Authority shall receive approximate 15 days written formal notice of all public workshops and hearings relating to the development of such plans and programs. It is stipulated by the parties to this Agreement that the failure by the MTPO to properly extend written or other notice shall not invalidate, or be lodged as a claim to invalidate, the adoption of the aforementioned plans and programs.

(c) Local government comprehensive plans.

(1) In developing the TIP, Long-Range Transportation Plan, or a Corridor or Subarea Studies, or preparing other than a minor amendment thereto (as determined by the

MTPO), the MTPO, the City and the Authority shall analyze for each local government in the Metropolitan Area: (i) the comprehensive plan future land use elements; (ii) the goals, objectives, and policies of the comprehensive plans; and (iii) the zoning regulations of each of the local governments in the Metropolitan Area. Based upon the foregoing review and a consideration of other growth management factors, the MTPO, the City and the Authority shall provide written recommendations to local governments in the Metropolitan Area in the development, amendment, and implementation of their comprehensive plans and zoning regulations. A copy of the recommendations shall be sent to the Council.

(2) The MTPO agrees that, to the maximum extent feasible, the Long-Range Transportation Plan and the project and project phases within the TIP shall be consistent with the future land use element and goals, objectives, and policies of the comprehensive plans of local government in the Metropolitan Area. If the MTPO's TIP is inconsistent with a local government comprehensive plan, the MTPO shall so indicate, and the MTPO shall present, as part of the TIP, justification for including the project in the program.

(d) Multi-modal transportation agency plans.

(1) In developing the TIP, Long-Range Transportation Plan, or a Corridor or Subarea Studies, or preparing other than a minor amendment thereto (as determined by the MTPO), the MTPO shall analyze the affected master plans and comprehensive plans of the City and Authority. Based upon the foregoing review and a consideration of other transportation-related factors, the MTPO, shall from time to time and as appropriate, provide recommendations to the parties to this Agreement as well as local governments within the Metropolitan Area, for the development, amendment, and implementation of their master, development, or comprehensive plans.

(2) In developing or revising their respective master or development plans, the parties to this Agreement shall analyze the draft or approved Unified Planning Work Program, TIP, Long-Range Transportation Plan, or Corridor and Subarea Studies, or amendments thereto. Based upon the foregoing review and a consideration of other transportation-related factors, the parties to this Agreement shall from time to time and as appropriate, provide written recommendations to the MTPO with regard to development, amendment, and implementation of the plans, programs, and studies.

(3) The MTPO agrees that, to the maximum extent feasible, the TIP shall be consistent with the affected master plans and development plans of the parties to this Agreement.

(e) By letter agreement to be executed by the MTPO and the affected Authority and public transit providers represented by MTPO members, the MTPO and the affected agency or authority shall mutually develop a process for planning coordination, forwarding recommendations, and project programming consistency to be referred to as the letter agreement. The parties to this letter agreement agree that the MTPO need only include in the TIP those state-funded airport projects that directly relate to surface transportation activities. The process agreed to in the letter agreement shall provide flexible deadlines for inter-agency comment on affected plans referenced in this section. This Agreement will be amended pursuant to Section

6.02 to incorporate this letter agreement. The signatories to the letter agreement may revise or terminate the letter agreement upon 30 days written notice to all other parties to this letter agreement but without approval of other parties hereto.

#### **ARTICLE 4**

#### **INTERGOVERNMENTAL COORDINATION AND REVIEW**

Section 4.01. Coordination with Council. The Council shall perform the following tasks:

(a) Within 30 days of receipt, review the draft of the proposed TIP, Long-Range Transportation Plan, Corridor and Subarea Studies, or amendments thereto, as requested by the MTPO, to identify inconsistencies between the foregoing plans and programs and applicable local government comprehensive plans adopted pursuant to Chapter 163, Florida Statutes, for counties and cities within the Metropolitan Area and the adopted Strategic Regional Policy Plan.

(1) The parties hereto recognize that, pursuant to Florida law, the Long-Range Transportation Plan of the MTPO must be considered by cities and counties within the Metropolitan Area in the preparation, amendment, and update/revision of their comprehensive plans. Further, the Long-Range Transportation Plan and the projects and project phases within the TIP are to be consistent with the future land use element and goals, objectives, and policies of the comprehensive plans of local governments in the Metropolitan Area to the maximum extent feasible. Therefore, promptly upon completion of its review of the draft proposal, the Council shall advise the MTPO and each affected county or city of its findings;

(2) If, after completing its review of the draft proposal, the Council deems that the plans or programs submitted are not acceptable, the Council shall promptly advise the MTPO in writing of its concerns and identify those portions of the submittals which need to be reevaluated and potentially modified; and

(3) Upon final adoption of the proposed TIP, Long-Range Transportation Plan, Corridor and Subarea Studies, or amendment thereto, the MTPO may request that the Council consider adoption of regional transportation goals, objectives, and policies in the Strategic Regional Policy Plan implementing the adopted TIP, Long-Range Transportation Plan, Corridor and Subarea Studies, or amendments thereto. If the proposed plan, program, or study, or amendments thereto, was the subject of previous adverse comment by the Council, the MTPO will identify the change in the final adopted plan intended to resolve the adverse comment, or alternatively, the MTPO shall identify the reason for not amending the plan as suggested by the Council.

(b) The Council and MTPO agree to use the conflict and dispute resolution process as set forth in Article 5 below.

## **ARTICLE 5**

### **CONFLICT AND DISPUTE RESOLUTION PROCESS**

Section 5.01. Disputes and conflicts under this Agreement. This process shall apply to conflicts and disputes relating to matters subject to this Agreement, or conflicts arising from the performance of this Agreement. Except as otherwise provided in this Article 5, only representatives of the agencies with conflicts or disputes shall engage in conflict resolution.

Section 5.02. Remedies. The parties may seek to resolve their dispute by the informal dispute resolution procedures of the Council as set forth in Chapter 29C-8, Florida Administrative Code, or by mediation or such other procedures as mutually agreed to by all the parties. In the event the parties are unable to resolve the dispute, the parties shall retain their right to all available administrative and/or judicial remedies.

## **ARTICLE 6**

### **MISCELLANEOUS PROVISION**

Section 6.01. Constitutional or statutory duties and responsibilities of parties. This Agreement shall not be construed to authorize the delegation of the constitutional or statutory duties of any of the parties. In addition, this Agreement does not relieve any of the parties of an obligation or responsibility imposed upon them by law, except to the extent of actual and timely performance thereof by one or more of the parties to this Agreement or any legal or administrative entity created or authorized by this Agreement, in which case this performance may be offered in satisfaction of the obligation or responsibility.

Section 6.02. Amendment of Agreement. Amendments or modifications of this Agreement may only be made by written agreement signed by all parties hereto with the same formalities as the original Agreement.

Section 6.03. Duration; withdrawal procedure.

(a) Duration. This Agreement shall have a term of five years and shall automatically renew at the end of said five years for another five year term and every five years thereafter. At the end of the first five year term and at least every five years thereafter, the parties hereto shall examine the terms hereof and agree to amend the provisions or reaffirm the same. However, the failure to amend or to reaffirm the terms of this Agreement shall not invalidate or otherwise terminate this Agreement.

(b) Withdrawal procedure. Any party may withdraw from this Agreement after presenting in written form a notice of intent to withdraw to the other parties to this Agreement and the MTPO, at least 90 days prior to the intended date of withdrawal; provided, that financial commitments made prior to withdrawal are effective and binding for their full term and amount regardless of withdrawal.

Section 6.04. Notices. All notices, demands and correspondence required or provided for



under this Agreement shall be in writing and delivered in person or dispatched by certified mail, postage prepaid, return receipt requested. Notice is required to be given and shall be addressed as follows:

North Central Florida Regional Planning Council  
2009 NW 67<sup>th</sup> Place, Suite A  
Gainesville, FL 32653-1603

Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area  
2009 NW 67<sup>th</sup> Place, Suite A  
Gainesville, FL 32653-1603

Florida Department of Transportation, District 2  
1109 South Marion Avenue, Mail Station 2000  
Lake City, FL 32025-5874

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

Gainesville-Alachua County Regional Airport Authority  
3880 NE 39<sup>th</sup> Avenue, Suite A  
Gainesville, FL 32609

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 6.05. Interpretation.

(a) Drafters of Agreement. All parties hereto were each represented by, or afforded the opportunity for representation by legal counsel, and participated in the drafting of this Agreement and in the choice of wording. Consequently, no provision hereof should be more strongly construed against any party as drafter of this Agreement.

(b) Severability. Invalidity of any one of the provisions of this Agreement or any part, clause or word hereof, 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 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 6.06. Attorney's Fees. In the event of any judicial or administrative action to enforce or interpret this Agreement by any party hereto, each party shall bear its own attorney's fees in connection with such proceeding.

Section 6.07. Agreement execution: use of counterpart signature pages. This Agreement, and any amendments hereto, may be simultaneously executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument.

Section 6.08. Effective date. This Agreement shall become effective upon its execution by all parties hereto.

Section 6.09. Other authority. In the event that any election, referendum, approval, permit, notice, or other proceeding or authorization is required under applicable law to enable the parties to enter into this Agreement or to undertake the provisions set forth hereunder, or to observe, assume or carry out any of the provisions of the Agreement, said parties will initiate and consummate, as provided by law, all actions necessary with respect to any such matters for required.

Section 6.10. Parties not obligated to third parties. No party hereto shall be obligated or liable hereunder to any party not a signatory to this Agreement. There are no express or intended third party beneficiaries to this Agreement.

Section 6.11. Rights and remedies not waived. In no event shall the making by the Department of any payment to the MTPO constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the MTPO, and the making of any such payment by the Department while any such breach or default exists shall in no way impair or prejudice any right or remedy available to the Department in respect of such breach or default.

IN WITNESS WHEREOF, the undersigned parties have executed this Joint Participation Agreement on behalf of the referenced legal entities on the date as first above written.

Signed, Sealed, and Delivered in the presence of:

ATTEST:

  
ATTEST:  
Chia Lambert

METROPOLITAN TRANSPORTATION PLANNING  
ORGANIZATION FOR THE GAINESVILLE  
URBANIZED AREA

By: [Signature]

Chair

APPROVED AS TO FORM LEGALITY

[Signature]  
David Schwartz, MTPO Attorney

FLORIDA DEPARTMENT OF TRANSPORTATION

By: [Signature]

District 2 Secretary

APPROVED AS TO FORM LEGALITY

[Signature]  
FDOT District 2 Attorney

ATTEST:

[Signature]

NORTH CENTRAL FLORIDA  
REGIONAL PLANNING COUNCIL

By: [Signature]

Chair

APPROVED AS TO FORM LEGALITY

[Signature]  
Jonathan Wershow, Council Attorney

ATTEST:

[Signature]

GAINESVILLE-ALACHUA COUNTY  
REGIONAL AIRPORT AUTHORITY

By: [Signature]

Chair

APPROVED AS TO FORM LEGALITY

[Signature]  
Authority Attorney

ATTEST:

[Signature]

CITY COMMISSION  
GAINESVILLE, FLORIDA

By: [Signature]

Mayor

APPROVED AS TO FORM LEGALITY

[Signature]  
Marion Radtson, City Attorney





**III.**

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Hamilton • Lafayette • Madison


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2009 NW 87th Place, Gainesville, FL 32653-1603 • 352.955.2200

January 17, 2013

TO: Council Members

FROM: Scott R. Koons, AICP, Executive Director 

SUBJECT: Proclamation Declaring February 10-16, 2013 as  
Hazardous Materials Awareness Week

RECOMMENDATION:

**Proclaim the week of February 10-16, 2013 as Hazardous Materials Awareness Week by adopting the attached proclamation.**

BACKGROUND:

The Local Emergency Planning Committee has the job of increasing the safety of our communities from chemical releases. Public outreach and education are important to increasing chemical safety in our communities. The Florida Division of Emergency Management has designated the week of February 10-16, 2013, as *Hazardous Materials Awareness Week*. It is recommended that the Council join in this public outreach effort by designating the week of February 10-16, 2013 as *Hazardous Materials Awareness Week* (see attached Proclamation).

One goal of *Hazardous Materials Awareness Week* is to let the public know that facilities, first responders and emergency management are working together to ensure that our communities are as prepared as possible for both accidental and deliberate releases of hazardous materials. A second goal is to encourage local governments to take advantage of free hazardous materials training classes offered by the Local Emergency Planning Committee.

**Attachment**

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# PROCLAMATION

## DECLARING FEBRUARY 10-16, 2013 AS HAZARDOUS MATERIALS AWARENESS WEEK

WHEREAS, the safe use of hazardous materials is essential to citizens, business, industry and local governments to maintain economic stability and the public health; and

WHEREAS, the North Central Florida Regional Planning Council recognizes the importance of protecting our communities from both accidental and deliberate releases of hazardous materials and joins the North Central Florida Local Emergency Planning Committee, and numerous municipalities, counties and school boards, in publicly promoting community hazardous materials safety; and

WHEREAS, it is essential for local governments, regional planning councils and local emergency planning committees to work together to increase community safety by encouraging emergency responders to attend free training on how to safely respond to releases of hazardous materials; and

WHEREAS, citizens need to know that local governments, businesses, emergency responders and emergency planners are working together to ensure that our communities are as prepared as possible for both accidental and deliberate releases of hazardous materials.

NOW, THEREFORE, the North Central Florida Regional Planning Council hereby proclaims the week of February 10-16, 2013 as Hazardous Materials Awareness Week throughout the north central Florida region.

DULY ADOPTED AND PROCLAIMED this 24th day of January 2013.

ATTEST:

SEAL

\_\_\_\_\_  
Kenrick Thomas, Secretary-Treasurer

\_\_\_\_\_  
Lorene J. Thomas, Chair







## IV.

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2009 NW 67th Place, Gainesville, FL 32653-1603 • 352.955.2200

January 17, 2013

TO: Council Members

FROM: Scott R. Koons, AICP, Executive Director *SRK*

SUBJECT: Removal of Surplus Property From List of Capital Assets

### RECOMMENDATION:

**Declare the property listed on the attached schedules to be surplus property, and authorize its removal from the Council's list of capital assets, and disposal of it in accordance with Council policy.**

### BACKGROUND:

The property items listed on the attached tables are computer hardware of out-dated technology, with related equipment, and outdated photocopiers. It is requested that they be declared surplus property. It is further requested that approval be given to dispose of this equipment in accordance with Council policy, which will result in transporting it to the Leveda Brown Hazardous Waste Collection Center in Alachua County or donating the equipment to a governmental agency or nonprofit organization.

If you have any questions concerning this matter, please do not hesitate to contact me.

### Attachments

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2009 NW 67th Place, Gainesville, FL 32653 - 1603 • 352.955.2200

December 3, 2012

TO: Scott R. Koons, AICP, Executive Director

FROM: Kevin D. Parrish, Information Technology and Property Management Director

SUBJECT: Surplus Inventory

Number	Original Cost	Description	Serial Number	Purchased
3089	\$2,657.00	Dell Latitude C810 Laptop	C6X3X01	10/03/01
3090	\$2,826.00	Dell Latitude C810 Laptop	J6X3X01	10/05/01
3093	\$1,692.00	Dell Inspiron 2650 Laptop	BLQXT11	09/13/02
3094	\$1,692.00	Dell Inspiron 2650 Laptop	JLQXT11	09/13/02
3095	\$1,692.00	Dell Inspiron 2650 Laptop	5LQXT11	09/13/02
3096	\$1,692.00	Dell Inspiron 2650 Laptop	1KQXT11	09/13/02
3103	\$1,476.25	OnGuard HazMat Technician Compliance/Essentials Series Course on CD-ROM	N/A	09/23/02
3104	\$1,476.25	OnGuard HazMat Technician Compliance/Essentials Series Course on CD	N/A	09/23/02
3105	\$1,476.25	OnGuard HazMat Technician Compliance/Essentials Series Course on CD	N/A	09/23/02
3106	\$1,476.25	OnGuard HazMat Technician Compliance/Essentials Series Course on CD	N/A	09/23/02
3107	\$1,132.36	Pressure Test Kit for HazMat Suits	N/A	09/30/02
	\$19,288.36	Sum * All fully depreciated		

The above items are either broken or of such outdated technology that they are no longer being used.

We need to have them taken off the inventory list so they can be disposed of.

Z:\Word2000\InventoryRemoval2013JanPart2.docx

Dedicated to improving the quality of life of the Region's citizens,  
by coordinating growth management, protecting regional resources,  
promoting economic development and providing technical services to local governments.





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December 3, 2012

TO: Scott R. Koons, AICP, Executive Director

FROM: Kevin D. Parrish, Information Technology and Property Management Director

SUBJECT: Surplus Inventory

Number	Original Cost	Description	Serial Number	Purchased
3091	\$1,050.00	Sony DCR-TRV830 Digital 8 Camcorder	1009923	10/25/01
3113	\$13,977.00	Ricoh 1060 Copier	J4245301089	09/16/04
3114	\$13,977.00	Ricoh 1060 Copier	J4245600647	09/29/04
3136	\$1,200.34	Dell Dimension E520 Computer	4CML7C1	12/13/06
3138	\$1,200.34	Dell Dimension E520 Computer	2CML7C1	12/13/06
3151	\$1,951.04	Dell Optiplex 745 Computer	36QNXD1	10/16/07
3152	\$1,951.04	Dell Optiplex 745 Computer	16QNXD1	10/16/07
	\$35,306.76	Sum * All fully depreciated		

The above items are either broken or of such outdated technology that they are no longer being used.

We need to have them taken off the inventory list so they can be disposed of.





**V.A.**

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2009 NW 87th Place, Gainesville, FL 32653-1603 • 352.955.2200

January 17, 2013

TO: Council Members

FROM: Scott R. Koons, AICP, Executive Director *SRK*

SUBJECT: Resolution Recognizing 175th Anniversary of the City of Madison

RECOMMENDATION:

**Approve the attached resolution recognizing the 175th anniversary of the City of Madison.**

BACKGROUND:

In recognition of the 175th anniversary of the establishment of the City of Madison, the attached resolution is recommended for approval by the Council.

The City of Madison, with a population of just over 3,000, was designated as one of the "Best Little Towns in Florida" by VISIT FLORIDA, and serves as the county seat for Madison County government. For over 50 years, the city has served as home for North Florida Community College and as an out-campus for St. Leo University.

Also, in the heart of downtown Madison is Four Freedoms Park. This famous monument honors Colin P. Kelley, a former Madison County resident, recognized as the first U.S. hero of World War II and awarded the Distinguished Service Cross for his bravery and valor in combat. Madison is a Military Family and Community Covenant city. The Covenant is a public affirmation and pledge to support military personnel, military families and veterans.

The City began its year-long celebration at a ceremony held at the Madison County Courthouse on January 6, 2013 by presenting "The County Seat Begins" hosted by the City of Madison, the Madison County Chamber of Commerce and Tourism, Treasures of Madison County Museum and the Madison County Ministerial Association. For information for more "Celebrating 175 Years" events to come, visit [www.madison175.org](http://www.madison175.org).

If you have any questions concerning this matter, please do not hesitate to contact me.

**Attachment**

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RESOLUTION NO. 2013-01

A RESOLUTION OF THE NORTH CENTRAL FLORIDA  
REGIONAL PLANNING COUNCIL RECOGNIZING THE  
175TH ANNIVERSARY OF THE CITY OF MADISON

WHEREAS, the City of Madison, first known as "Newtown," was founded in May 1838 after Madison Livingston deeded 160 acres to the County of Madison in the territory of Florida; and

WHEREAS, the City of Madison, with a population of approximately 3,000 residents, was designated as one of the "Best Little Towns in Florida" by VISIT FLORIDA, serves as the county seat for Madison County government; and

WHEREAS, for over 50 years, the City of Madison has served as home for North Florida Community College and as an out-campus for St. Leo University; and

WHEREAS, the City of Madison is known as the "City of the Four Freedoms" with the Four Freedoms Park located in the heart of downtown Madison honoring World War II hero, Colin P. Kelley, a former Madison County resident; and

WHEREAS, the City of Madison is a Military Family and Community Covenant city, a public affirmation and pledge to support military personnel, military families and veterans; and

WHEREAS, the City of Madison began a year-long celebration of its origins at a ceremony held at the Madison County Courthouse on January 6, 2013 by presenting "The County Seat Begins" hosted by the City of Madison, the Madison County Chamber of Commerce and Tourism, Treasures of Madison County Museum and the Madison County Ministerial Association.

NOW, THEREFORE, BE IT RESOLVED, that the North Central Florida Regional Planning Council congratulates the City of Madison on its 175th Anniversary.

DULY ADOPTED by the North Central Florida Regional Planning Council this 24th day of January 2013.

NORTH CENTRAL FLORIDA  
REGIONAL PLANNING COUNCIL

Attest:

\_\_\_\_\_  
Scott R. Koons, Executive Director

\_\_\_\_\_  
Lorene J. Thomas, Chair





V.B.

## NADO 2013 Washington Policy Conference

### Preliminary Schedule at a Glance

#### SUNDAY, MARCH 10

- 2:00 p.m. – 6:00 p.m. Registration Opens
- 2:00 p.m. – 5:00 p.m. NADO Pre-Conference Workshops  
*Topics to Include: CEDS, Economic Development, and Transportation*

#### MONDAY, MARCH 11

- 8:30 a.m. – 6:00 p.m. Registration
- 9:00 a.m. – 10:00 a.m. The Future of EDA
- 10:15 a.m. – 12:00 p.m. Communicating with Congress in DC and Back Home: Successful Models from NADO Members
- 12:00 p.m. – 1:15 p.m. NADO Executive Committee Meeting (Executive Committee Only)
- 1:15 p.m. – 2:20 p.m. NADO Federal Legislative and Policy Overview
- 2:30 p.m. – 4:00 p.m. Advocacy 201 with Brad Fitch Congressional Management Foundation
- 4:00 p.m. – 5:30 p.m. Federal Agency Roundtable Networking Session  
Network one-on-one with representatives from federal agencies and programs  
*(Co-sponsored by DDAA)*

#### TUESDAY, MARCH 12

- 7:30 a.m. – 5:00 p.m. Registration
- 8:00 a.m. – 8:50 a.m. NADO Regional Membership Caucus Meetings
- 9:00 a.m. – 10:30 a.m. The Regional Development Agenda: A Preview of the Administration's FY2013 Policy and Budget Priorities  
*(Co-sponsored by DDAA)*
- 10:40 a.m. – 11:50 a.m. Congressional Leadership Outlook: Impact on Federal Regional Development Budgets and Policies  
*(Co-sponsored by DDAA)*
- 12:00 p.m. – 1:30 p.m. Luncheon Keynote Address:  
NADO Champions on the Hill  
*Rep. Frank Wolf (R-VA) Invited*  
*Rep. Mike Michaud (D-ME) Invited*

1:30 p.m. – 5:00 p.m.

#### **NADO ON THE HILL**

Join us as we build and strengthen relationships with members of Congress and their staff!

*(Transportation provided)*

5:00 p.m. – 6:30 p.m.

Reception on the Hill with members of Congress and their staff

#### WEDNESDAY, MARCH 13

- 8:00 a.m. – 9:15 a.m. 2013 NADO Legislator of the Year Award (Breakfast)
- 9:30 a.m. – 11:00 a.m. NADO Member Forum: Discuss Results of Your Hill Visits
- 11:00 a.m. – 12:30 p.m. NADO Board of Directors Meeting  
*(Open to all conference attendees)*

\*\*Schedule is subject to change. Please visit conference website for further updates.

