

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION **INTERGOVERNMENTAL**
COORDINATION AND REVIEW AND
PUBLIC TRANSPORTATION COORDINATION
JOINT PARTICIPATION AGREEMENT

THIS JOINT PARTICIPATION AGREEMENT is made and entered into this ___ day of ____, 2012 by and between the FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida created pursuant to Section 20.23, Florida Statutes (hereinafter "Department"); the SPACE COAST TRANSPORTATION PLANNING ORGANIZATION, an agency of the State of Florida organized and operating pursuant to Section 339.175, Florida Statutes (hereinafter "Space Coast TPO"); the BREVARD COUNTY SCHOOL BOARD, a public body (hereinafter the "School Board"); the EAST CENTRAL FLORIDA REGIONAL PLANNING COUNCIL, a public body (hereinafter the "Regional Planning Council"); the CANAVERAL PORT AUTHORITY, a public body (hereinafter the "Port Authority"), SPACE FLORIDA, (hereinafter the "Space Florida"); CITY OF MELBOURNE AIRPORT AUTHORITY, a/k/a the MELBOURNE INTERNATIONAL AIRPORT AUTHORITY, a public body (hereinafter the "Melbourne Airport Authority"); the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, a body politic, d/b/a SPACE COAST AREA TRANSIT (hereinafter the "SCAT") and on behalf of the VALKARIA AIRPORT (hereinafter the "Valkaria Airport"); and on behalf of the TITUSVILLE-COCOA AIRPORT AUTHORITY, a public body (hereinafter the "TICO Authority").

RECITALS

WHEREAS, the Federal Government, under the authority of Title 23 of the United States Code (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 (FS), provide for the creation of Transportation Planning Organizations (sometimes referred to as "metropolitan planning organizations") to develop transportation plans and programs for metropolitan areas;

WHEREAS, 23 Code of Federal Regulations (CFR) §450.314 requires that the State, the Transportation Planning Organization, 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 CFR §§450.212 and 450.318) and programming;

WHEREAS, pursuant to Section 20.23, FS, 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, FS;

WHEREAS, pursuant to 23 U.S.C. §134, 49 U.S.C. §5303, 23 CFR §450.310, and Section 339.175(2), FS, the Space Coast Transportation Planning Organization 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 Space Coast Transportation Planning Organization;

WHEREAS, pursuant to the Interlocal Agreement for the Creation of the Brevard Metropolitan Planning Organization recorded and filed on February 21, 2005, in Official Records Book 5425, Page 144, as re-recorded on May 12, 2006, Official Records Book 5644, Page 5967, as amended by that certain First Amendment to the Interlocal Agreement for the Creation of the Brevard Metropolitan Planning Organization recorded on September 13, 2006, in Official Records Book 5696, Page 8801, and as further amended by Second Amendment to the Interlocal Agreement for the Creation of the Space Coast Transportation Planning Organization f/k/a Brevard Metropolitan Planning Organization recorded and filed on January 8, 2009, in Official Records Book 5906, Page 3023, all in the Public Records of Brevard County, Florida, the TPO was established, with specific transportation planning duties and responsibilities identified therein;

WHEREAS, pursuant to Section 1001.30 *et seq.*, Florida Statutes, the Brevard County School Board was established and operates;

WHEREAS, pursuant to Chapter 2003-335, Laws of Florida (2003), as amended by Chapters 2004-472, and 2005-320, Laws of Florida, the Canaveral Port District and the Canaveral Port Authority was recreated and established and the Canaveral Port Authority was granted the power to comprehensively plan for transportation needs and for the use of the lands, resources and waters under its jurisdiction and to enter into interlocal agreements with Transportation planning organizations;

WHEREAS, pursuant to Section 331.301 *et seq.*, Florida Statutes, Space Florida was established and operates;

WHEREAS, pursuant to Chapter 69-879, Laws of Florida and Section 3.25, Charter City of Melbourne, Florida, the City of Melbourne Airport Authority was created and established;

WHEREAS, on October 1, 1985 the Space Coast Area Transit (“SCAT”) was organized as a department of Brevard County, operated by the Brevard County Board of County Commissioners;

WHEREAS, pursuant to Chapter 2003-361, Laws of Florida, the Titusville-Cocoa Airport Authority (“TICO”) was recreated and established;

WHEREAS, pursuant to deed from the United States of America through the Administrator of the General Services Administration to Brevard County, Florida, by and through its Board of County Commissioners, dated September 8, 1958, and recorded in Official Record Book 171, Page 493, Public Records of Brevard County, Florida Valkaria Airport was deeded to the Brevard County Board of Commissioners and is operated by the aforesaid Board of County Commissioners;

WHEREAS, pursuant to Section 339.175(10)(a)2., FS, the Space Coast Transportation Planning Organization shall execute and maintain an agreement with the metropolitan and regional intergovernmental coordination and review agencies serving 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 186.006(3) and 186.504, Florida Statutes, and Rule 29F-1.101, Florida Administrative Code (FAC), the East Central Florida Regional Planning Council was established and operates with a primary purpose of intergovernmental coordination and review;

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

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

WHEREAS, pursuant to Section 186.509, FS, and Chapter 29 F-3, Florida Administrative Code, the Regional Planning 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 CFR §450.314 and Section 339.175(10)(a)3., FS, the Transportation Planning Organization must execute and maintain an agreement with the operators of public transportation systems, including transit systems, commuter rail systems, airports, seaports and spaceports, describing the means by which activities will be coordinated and specifying how public transit, commuter rail, aviation, seaports and spaceports planning (including corridor and subarea studies pursuant to 23 CFR §§450.212 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 TPO, operators of public transportation systems, including transit systems, commuter rail systems, port, aviation and spaceport authorities, jointly pledge their intention to cooperatively participate in the planning and programming of transportation improvements within this Metropolitan Area;

WHEREAS, the undersigned parties have determined that this Agreement satisfies the requirements of and is consistent with 23 CFR §450.314 and Section 339.175(10), FS; 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 representations 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 be and the same hereby 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 clearly indicates to the contrary) shall have the following meanings:

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

“Corridor or Subarea Study” means and refers to studies involving major investment decisions or as other identified in 23 CFR 450.318.

“Department” means and refers to the Florida Department of Transportation, an agency of the State of Florida, created pursuant to Section 20.23, FS.

“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; 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; indicates proposed transportation enhancement activities; and, in ozone/carbon monoxide nonattainment areas, is coordinated with the State Implementation Plan, all as required by 23 U.S.C. 134(i), 23 CFR §450.322, and Section 339.175(7), FS.

“Metropolitan Area” means and refers to the planning area as determined by agreement between the Space Coast Transportation Planning Organization and the Governor in the urbanized areas designated by the United States Bureau of the Census as described in 23 U.S.C. §134(b)(1) and Section 339.175, FS, which shall be subject to the Transportation Planning Organization’s planning authority.

“Regional Planning Council” means and refers to the East Central Florida Regional Planning Council created pursuant to Section 186.006(3) and 186.504, FS, and identified in Chapter 29F-1.001, FAC.

“TPO” means and refers to the Space Coast Transportation Planning Organization formed pursuant to Interlocal Agreement recorded in Official Records Book 5425, Page 0144, Public Records of Brevard County, Florida, dated February 21, 2005 as amended or superseded from time to time.

“Transportation Improvement Program” or “TIP” is the staged multi-year program of transportation improvement projects developed by a Transportation Planning Organization consistent with the Long-Range Transportation Plan and developed pursuant to title 23 U.S.C. §134(j), 49 U.S.C. §5304, 23 CFR §450.324 and Section 339.175(8), FS.

“Unified Planning Work Program” is a biennial program developed in cooperation with the Department and public transportation providers, that lists all planning tasks to be undertaken during a two year time frame, with a complete description thereof and an estimated budget, all as required by 23 CFR §450.308, and Section 339.175(9), FS.

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 by the Department, Space Coast TPO, the School Board, the Port Authority, Space Florida, Melbourne Airport Authority, SCAT, TICO, and Valkaria Airport in the development and preparation of the Unified Planning Work Program, the Transportation Improvement Program, the Long-Range Transportation Plan, and any applicable Corridor or Subarea Studies.

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

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 Regional Planning 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 comprehensive plans.

(a) The Transportation Planning Organization shall cooperate with the School Board, Port Authority, Space Florida, the Melbourne Airport Authority, SCAT, TICO Authority, and Valkaria Airport to optimize the planning and programming of an integrated and balanced intermodal transportation system for the Metropolitan Area.

(b) The Transportation Planning Organization shall implement a continuing, cooperative, and comprehensive transportation planning process that is consistent, to the maximum extent feasible, with port

comprehensive and master plans, spaceport and aviation master plan and public transit development plans of the units of local governments whose boundaries are within the Metropolitan Area.

(c) As a means towards achievement of the goals in paragraphs (a) and (b) and in an effort to coordinate intermodal transportation planning and programming, the Transportation Planning Organization may include as part of its membership officials of agencies that administer or operate major modes or systems of transportation, including but not limited to transit operators, sponsors of major local airports, maritime ports, and rail operators. The representative of the major modes or systems of transportation may be accorded voting member, or non-voting advisor status. In the Metropolitan Area if authorities or agencies have been or may be created by law to perform transportation functions and that are not under the jurisdiction of a general purpose local government represented on the Transportation Planning Organization, the Transportation Planning Organization shall request the Governor to designate said authority or agency as a voting member of the TPO in accordance with the requirements of Section 339.175, FS. If the new member would alter local government representation in the Transportation Planning Organization, the Transportation Planning Organization shall propose a revised apportionment plan to the Governor to ensure voting membership on the Transportation Planning Organization to an elected official representing public transit authorities which have been, or may be, created by law.

(d) The Transportation Planning Organization shall ensure that representatives of ports, spaceports, transit authorities, and airports within the Metropolitan Area are provided membership on the Transportation Planning Organizations Technical Advisory Committee.

Section 3.02. Preparation of transportation related plans.

(a) Although the adoption or approval of the Unified Planning Work Program, the Transportation Improvement Program, and the Long-Range Transportation Plan is the responsibility of the Space Coast Transportation Planning Organization, development of such plans or programs shall be viewed as a cooperative effort involving the Department, the School Board, the Port Authority, the Melbourne Airport Authority, Space Florida, SCAT, TICO Authority and Valkaria Airport. In developing its plans and programs, the Space Coast Transportation Planning Organization 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 Transportation Improvement Program, or the Long-Range Transportation Plan, or preparing other than a minor amendment thereto (as determined by the Space Coast Transportation Planning Organization), the Transportation Planning Organization shall extend notice to the Department, School Board, Port Authority, Space Florida, the Melbourne Airport Authority, SCAT, TICO Authority and Valkaria Airport advising the scope of the work to be undertaken and inviting comment and participation in the development process. The TPO shall ensure that the chief operating officials of the Department, School Board, Port Authority, Space Florida, the Melbourne Airport Authority, SCAT, TICO Authority and Valkaria Airport 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 Space Coast Transportation Planning Organization to properly extend written or other notice shall not invalidate, or lodge 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 TPO), the Space Coast Transportation Planning Organization, School Board, Port Authority, Space Florida, the Melbourne Airport Authority, SCAT, TICO Authority, and Valkaria Airport shall analyze for each local government in the Metro Area: (i) the comprehensive plan future land use elements; (ii) the goals, objectives, and policies of the comprehensive plans; and (iii) the zoning, of each local governments in the Metropolitan Area. Based upon the

foregoing review and a consideration of other growth management factors, the TPO, School Board, Port Authority, Space Florida, the Melbourne Airport Authority, SCAT, TICO Authority and Valkaria Airport, shall provide written recommendations to local governments in the Metropolitan Area in the development, amendment, and implementation of their comprehensive plans. A copy of the recommendations shall be sent to the Regional Planning Council.

(2) The Space Coast Transportation Planning Organization agrees that, to the maximum extent feasible, the Long-Range Transportation Plan and the project and project phases within the Transportation Improvement Program 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 TPO's Transportation Improvement Program is inconsistent with a local government comprehensive plan, the TPO shall so indicate, and the TPO shall present, as part of the Transportation Improvement Program, justification for including the project in the program.

(d) Multi-modal transportation agency plans.

(1) In developing the Transportation Improvement Program, Long-Range Transportation Plan, or a Corridor or Subarea Studies, or preparing other than a minor amendment thereto (as determined by the Transportation Planning Organization), the Space Coast Transportation Planning Organization shall analyze the affected: comprehensive and master plans of the Port Authority, the master plans of the School Board, Space Florida, Melbourne Airport Authority, SCAT, TICO Authority and Valkaria Airport. Based upon the foregoing review and a consideration of other transportation-related factors, the Space Coast Transportation Planning Organization, 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, Transportation Improvement Program, 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 Transportation Planning Organization TPO with regard to development, amendment, and implementation of the plans, programs, and studies.

(3) The Space Coast Transportation Planning Organization agrees that, to the maximum extent feasible, the Transportation Improvement Program 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 Space Coast Transportation Planning Organization and the affected School Board, Port Authority, Space Florida, the Melbourne Airport Authority, SCAT, TICO Authority, Valkaria Airport and public transit providers represented by Transportation Planning Organization members, the Space Coast Transportation Planning Organization and the affected agency or authority shall mutually develop a process for planning coordination, forwarding recommendations, and project programming consistency. This process shall be the same as the SPACE COAST TPO INTERGOVERNMENTAL COORDINATION PROCEDURES attached hereto as Exhibit I, to be referred to as the "letter agreement". The parties to this Agreement agree that the Space Coast Transportation Planning Organization need only include in the Transportation Improvement Program those state-funded airport, spaceport and seaport projects that directly relate to surface transportation activities. The process agreed to in the "letter agreement" (SPACE COAST TPO INTERGOVERNMENTAL COORDINATION PROCEDURES) shall provide flexible deadlines for inter-agency comment on affected plans referenced in this section. Upon approval, the "letter agreement" (SPACE COAST TPO INTERGOVERNMENTAL COORDINATION PROCEDURES) shall be appended to this Agreement and shall be an exhibit hereto. The signatories to the letter agreement may revise or terminate

the Agreement upon 30 days written notice to all other parties to this Agreement but without approval of other parties hereto.

ARTICLE 4 INTERGOVERNMENTAL COORDINATION AND REVIEW

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

(a) Within 30 days of receipt, review the draft of the proposed Transportation Improvement Program, Long-Range Transportation Plan, Corridor and Subarea Studies, or amendments thereto, as requested by the Transportation Planning Organization, to identify inconsistencies between the foregoing plans and programs and applicable local government comprehensive plans and Port Authority comprehensive plans adopted pursuant to Chapter 163 *et seq.*, FS, for counties and cities and Port Authority 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 and the Transportation Improvement Program of the Space Coast Transportation Planning Organization must be considered by municipalities 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 Transportation Improvement Program 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 Regional Planning Council will advise the Transportation Planning Organization and each affected county or city and Port Authority of its findings;

(2) If, after completing its review of the draft proposal, the East Central Florida Regional Planning Council deems that the plans and programs submitted are not acceptable, the Regional Planning Council will promptly advise the Space Coast Transportation Planning Organization 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 Transportation Improvement Program, Long-Range Transportation Plan, Corridor and Subarea Studies, or amendments thereto, the Space Coast Transportation Planning Organization may request that the East Central Florida Regional Planning Council consider adoption of regional transportation goals, objectives, and policies in the Strategic Regional Policy Plan implementing the adopted Transportation Improvement Program, 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 East Central Florida Regional Planning Council, the Transportation Planning Organization will identify the change in the final adopted plan intended to resolve the adverse comment, or alternatively, the Transportation Planning Organization shall identify the reason for not amending the plan as suggested by the East Central Florida Regional Planning Council.

(b) Provide the availability of 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. Initial resolution. The affected parties to this Agreement shall, at a minimum, ensure the attempted early resolution of conflicts relating to such matters. Early resolution shall be handled by direct discussion between the following officials:

- for the Florida Department of Transportation: by the District Director for Transportation Development
- for the Space Coast Transportation Planning Organization: by the Executive Director
- for the East Central Florida Regional Planning Council: by the Executive Director
- for the Brevard County School Board: by the Transportation Director
- for the Canaveral Port Authority: by the Chief Executive Officer
- for the Space Florida: by the President
- for the Melbourne Airport Authority: by the Executive Director
- for the Space Coast Area Transit: by the Director
- for the Titusville-Cocoa Airport Authority: by the Executive Director
- for the Valkaria Airport: by the Director

Section 5.03. Resolution by senior agency official. If the conflict remains unresolved, the conflict shall be resolved by the following officials:

- for the Florida Department of Transportation: by the District Five Secretary
- for the Space Coast Transportation Planning Organization: by the Chairman of the Governing Board
- for the East Central Florida Regional Planning Council: by the Chairman of the Board
- for the Brevard County School Board: by the Superintendent
- for the Canaveral Port Authority: by the Chairman of the Governing Board
- for Space Florida: by the President
- for the Melbourne Airport Authority: by the Chairman of the Governing Board
- for the Space Coast Area Transit: by the County Manager
- for the Titusville-Cocoa Airport Authority: by the Executive Director
- for the Valkaria Airport: by the County Manager

Section 5.04. Alternative Regional Planning Council dispute resolution. If a resolution is not possible, the parties may undertake dispute resolution pursuant to the Regional Planning Council procedure set forth in Chapter 29F-3, Florida Administrative Code, attached hereto as Exhibit II, as amended or superseded from time to time. All parties to the dispute must agree to undertake this procedure before it may be invoked.

Section 5.05. Resolution by the Office of the Governor. If the conflict is not resolved through conflict resolution pursuant to Sections 5.02, 5.03, and 5.04 of this Agreement, the parties shall petition the Executive Office of the Governor for resolution of the conflict pursuant to its procedures. Resolution of the conflict by the Executive Office of the Governor shall be binding on all parties.

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 (5) years and shall automatically renew at the end of said (5) years for another (5) term and every (5) years thereafter. At the end of the (5) year term and at least every (5) 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 withdrawal from this Agreement after presenting in written form a notice of intent to withdrawal to the other parties to this Agreement and the TPO, 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:

*TPO Executive Director
Space Coast TPO
2725 Judge Fran Jamieson Way
Viera, FL 32940*

*Executive Director
East Central Florida Regional Planning Council
309 Crane Roost Blvd, Suite 2000
Altamonte Springs, FL 32701*

*Transportation Director
Brevard County School Board
2700 Judge Fran Jamieson Way
Viera, FL 32940*

*Chief Executive Officer
Canaveral Port Authority
445 Challenger Road, Suite 301
Cape Canaveral, FL 32920*

*President
Space Florida
P.O. Box 656
Cape Canaveral, FL 32920*

*Executive Director
Melbourne International Airport Authority
One Air Terminal Pkwy, Suite 220
Melbourne, FL 32901*

*Executive Director
Titusville-Cocoa Airport Authority
355 Golden Knight Blvd
Titusville, FL 32780*

*Director
Valkaria Airport
2865 Greenbrooke Street
Valkaria, FL 32950*

*Director
Space Coast Area Transit
401 S Varr Ave
Cocoa, FL 32922*

*Secretary, District Five
Florida Department of Transportation
719 South Woodland Blvd
DeLand, FL 32720*

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. Invalidation of any one of the provisions of this Agreement or any part, clause or word hereof, or the application thereof in specific circumstances, by 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 and recordation in the Public Records of Brevard County, Florida.

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 as 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 Transportation Planning Organization 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 Transportation Planning Organization, 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.

Signed, Sealed, and Delivered in the presence of:

SPACE COAST TRANSPORTATION
PLANNING ORGNIZATION, an agency of the
State of Florida operating pursuant to Section
339.175, Florida Statues

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION,
an agency of the State Florida created pursuant
to Section 20.23, Florida Statues by and through
it's authorized District Secretary

By: _____
Name: Jerry Allender
Title: Chairman, Space Coast TPO

By: _____
Name: Noranne Downs, P.E.
Title: District Secretary

Attest:

Name: Robert Kamm
Title: Space Coast TPO, Staff Director
Date: _____

Attest:
By: _____
Name: Jennifer Wynn
Title: Executive Secretary (Seal)
Date: _____

(Seal)

Reviewed:

District Counsel
Date: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION **INTERGOVERNMENTAL**
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PUBLIC TRANSPORTATION COORDINATION
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IN WITNESS WHEREOF, the undersigned parties have executed this Joint Participation Agreement on behalf of the referenced legal entities.

Signed, Sealed, and Delivered in the presence of:

BREVARD COUNTY SCHOOL BOARD,
a public body

Attest:

By: _____

Name: Barbara A. Murray

Title: Chairman

Date: _____

By: _____

Name: Brian T. Binggeli

Title: Superintendent

Date: _____

(Seal)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION **INTERGOVERNMENTAL**
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IN WITNESS WHEREOF, the undersigned parties have executed this Joint Participation Agreement on behalf of the referenced legal entities.

Signed, Sealed, and Delivered in the presence of:

EAST CENTRAL FLORIDA REGIONAL
PLANNING COUNCIL,

Attest:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____
Date: _____

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

Signed, Sealed, and Delivered in the presence of:

CANAVERAL PORT AUTHORITY,
a public body

Attest:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

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

Signed, Sealed, and Delivered in the presence of:

MELBOURNE AIRPORT AUTHORITY,
a public body

Attest:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

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

Signed, Sealed, and Delivered in the presence of:

BREVARD BOARD OF COUNTY
COMMISSIONER, a body politic d/b/a Space
Coast Area Transit and on behalf of the Valkaria
Airport

Attest:

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

As approved by the Board on

Date: _____

(Seal)

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

Signed, Sealed, and Delivered in the presence of:

TITUSVILLE-COCOA AIRPORT AUTHORITY,
a public body

Attest:

By: _____

Name: _____

Title: _____

Name: _____

Title: _____

Date: _____

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

Signed, Sealed, and Delivered in the presence of:

SPACE FLORIDA, an independent Special District
of the State of Florida

Attest:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

EXHIBIT I

SPACE COAST TPO INTERGOVERNMENTAL COORDINATION PROCEDURES

I. Purpose

The Space Coast Transportation Planning Organization shall cooperate with the Brevard County School Board, the Port Authority, Space Florida, the Melbourne Airport Authority, SCAT, the TICO Authority and Valkaria Airport to coordinate the planning and programming of an integrated and balanced intermodal transportation system for the Metropolitan Area.

II. Representation on Committees

Technical Advisory Committee (TAC). The Technical Advisory Committee consists of twenty-six (26) voting members and one non-voting member. Fourteen (14) of the voting members shall be municipal representatives. Municipalities with populations over twenty-five hundred (2,500) persons shall be represented, and those under twenty-five hundred (2,500) may be represented on the Technical Advisory Committee as voting members. One representative each shall represent the following municipalities: Cape Canaveral, Cocoa, Cocoa Beach, Grant-Valkaria, Indialantic, Indian Harbour Beach, Malabar, Melbourne, Melbourne Beach, Palm Bay, Rockledge, Satellite Beach, Titusville, and West Melbourne. The other voting members of the Technical Advisory Committee shall be a representative from each of the following: the Space Coast Area Transit, the Brevard County Office of Emergency Management, the Brevard County Public Works Department, VPSI (Van Pool Services, Inc.), the Brevard County Planning and Development Department, the Canaveral Port Authority, the Melbourne International Airport Authority, the Titusville-Cocoa (TICo) Airport Authority, the Brevard County School District Superintendent's Office, the St. Johns River Water Management District, the Space Florida and Valkaria Airport staff.

The non-voting advisor of the Technical Advisory Committee is the Florida Department of Transportation District V, Space Coast TPO Liaison or said individual's designee. The non-voting advisor may attend and participate fully in technical advisory committee meetings but shall not have a vote, shall not be a member of the technical advisory committee and shall adhere to the provisions as set forth in Florida Statute 339.175(6)(d).

- a. **Voting Representatives.** No individual shall be eligible to vote on the Technical Advisory Committee until the municipality, office, department, division, association, system, authority or board such member represents certifies in writing to the TPO Executive Director such individual is authorized to vote as the representative of the certifying entity, and the SCTPO has appointed said individual to the Technical Advisory Committee.
- b. **Alternate Voting Representatives.** In addition, each municipality, office, department, division, association, system, authority or board that designates a representative to the Technical Advisory Committee may also designate, and the SCTPO Governing Board may appoint, one (1) alternate representative for each member. The alternate will be considered a voting member at a meeting of the Technical Advisory Committee in the event that the voting representative who the alternate acts as an alternate for is absent from a meeting.
- c. **Appointment to the TAC.** Each agency, organization or unit of government shall designate and the SCTPO Governing Board may appoint the individual and alternate to represent such agency, organization or unit of government on the Technical Advisory Committee. If the agency, organization, or unit of government does not designate a representative or an alternate representative within sixty (60) days after notice from the SCTPO Governing Board of a vacancy, the SCTPO Governing Board may, but shall not be obligated to, appoint said representative or alternate representative without designation by the agency, organization, or unit of government. The SCTPO

Governing Board may remove any individual from the Technical Advisory Committee, if such individual is absent from three (3) Technical Advisory Committee meetings in any one (1) calendar year.

- d. **TAC Responsibilities.** The responsibility of the Technical Advisory Committee is that of reviewing the work progress and evaluating the technical acceptability of the planned studies and recommendations of the SCTPO. The Technical Advisory Committee is also to provide the SCTPO with supporting technical information required to assist the SCTPO Governing Board in its policy making decisions.

The Technical Advisory Committee is responsible for identifying projects contained in the long range transportation plan or transportation improvement plan as deserving classification as a school safety concern. The Technical Advisory Committee shall recommend to the SCTPO Governing Board those projects deserving of being designated as a school safety concern.

III. Project Programming Process

The Space Coast TPO will work cooperatively with all intergovernmental agencies in the development of all project programming activities that directly relate to surface transportation.

A. Transportation Improvement Program. The coordination, activities and procedure for the development of the Transportation Improvement Program shall follow Procedure PR-07-01 of the TPO's Operating Manual, or as amended. The procedure is included here and is incorporated as part of this agreement.

1. **Purpose.** Following the provisions set forth in the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), 23 U.S.C. 134(h), 23 C.F.R. 450 and subsection 339.175(6) and (8), F.S., the TPO is required to develop and adopt a five-year plan for projects that will be implemented using state or federal transportation funds. This plan is known as the Transportation Improvement Program (TIP) and includes projects in the current and four (4) subsequent fiscal years.
2. **Information Included.** To meet the minimum State and Federal requirements the TIP shall include the following information:
 - a. Project Descriptions. Financial Project Number, facility name, project limits, length, type of improvement or action, agency responsible.
 - b. Funding Summary. By year, implementation phase, estimated total project cost, fund type.
 - c. Long Range Transportation Plan status.
 - d. Key to abbreviations and fund codes.
 - e. Summary of changes in major project status from previous TIP.
 - f. Federal Obligations Report.
 - g. Three-year Federal funding summary by fund type.
 - h. Local Government Projects.
 - i. An endorsement stating the date of official TPO approval.
 - j. Narrative describing the purpose and contents of the TIP.
3. **Development Schedule.** The development of the TIP is a 12 – 18 month process, with several State and Federal due dates for milestone events. The TPO may adjust the schedule as necessary to meet State and Federal deadlines.
 - a. Solicitation of Projects. In late Spring of each year, the TPO shall solicit project requests for State and Federally funded projects from local governments and transportation agencies, according to the Project Priorities Procedure (See Procedure PR-07-02).
 - b. Prioritize Projects and Request Funding. By the date established by the Florida Department of Transportation (generally mid-September) of each year, the TPO shall adopt a list of Project Priorities for submission to the Florida Department of Transportation (FDOT) for funding consideration beginning in the next five (5) fiscal years.
 - c. Review of the FDOT Tentative Work Program and Local Government Projects.

- i. In late Spring of each year, TPO staff shall review State and Federally funded projects proposed in the FDOT Tentative Work Program for the upcoming five (5) fiscal years. The Tentative Work Program is used to produce the Draft TIP for public review and consideration by the TPO and their advisory committees in mid-Summer (generally July) of each year.
 - ii. Local Government projects shall be included in the draft TIP for public information only, as submitted by each agency. Publication of Local Government projects in the TPO's TIP will not guarantee implementation of these projects and the TPO has no jurisdiction over these projects.
 - d. Public Review of the draft TIP. The public shall be given the opportunity to review and comment on the draft TIP for the upcoming five (5) fiscal years and the draft Project Priorities for consideration in the next five (5) fiscal years, prior to consideration by the TPO.
 - i. The TPO shall post the draft TIP on their web site no less than one (1) month prior to the regularly scheduled TPO Board meeting at which the draft TIP is being reviewed and shall provide contact information and an explanation of how to submit questions or comments regarding the draft TIP.
 - ii. The TPO shall send notice to interested parties via electronic mail, U.S. mail, or by advertising in local newspapers that the draft TIP is available for public review and shall provide contact information and an explanation of how to submit questions or comments regarding the draft TIP.
 - e. The TPO shall conduct one or more "Transportation Open House(s)" each Summer to present to the public the current and proposed status of major transportation projects and to solicit questions and comments from the public regarding proposed Project Priorities. The draft TIP and Project Priorities shall be available for review and comment at the Open House(s).
 - f. Adoption of the TIP. The TPO shall consider the draft TIP at their regularly scheduled meeting in July of each year and be formally adopted by roll call vote.
 4. **Amendment Procedures.** From time to time, the TIP may require amendments to add or delete projects, modify funding amounts or types, or to change the scope of a project. The TPO will work cooperatively with FDOT to process these amendments.
 - a. Roll Forward Amendment. In order to comply with State of Florida budget procedures and schedule, it may be necessary for the TPO to amend the TIP to account for the "roll forward" of funds not expended in the prior fiscal year into the current fiscal year. This amendment typically occurs between August and October of each year.
 - b. Amendments to State and Federally Funded Projects. In order to meet State and Federal guidelines, the FDOT Work Program must exactly match the TPO's TIP. From time to time throughout the year, FDOT may find it necessary to make adjustments to the adopted Five Year Work Program. These adjustments shall be submitted to the TPO for consideration, and if agreed upon by the TPO, shall be reflected in the TIP as amendments.

Amendments to Locally Funded Projects. Local governments may request amendments to the Locally Funded Projects section of the TIP at any time to reflect changes in their implementation schedule. Amendments to Locally Funded Projects do not require TPO review or approval and as such will be completed by TPO staff and forwarded to the TPO for information only.

B. Project Priorities. The coordination, activities and procedure for the development of the Project Priorities shall follow Procedure PR-07-02 of the TPO's Operating Manual, or as amended. The procedure is included here and is incorporated as part of this agreement.

1. **Purpose.** In accordance with subsection 339.175(8), F.S., the TPO is required to annually develop and adopt a list of Project Priorities for submittal to the Florida Department of Transportation (FDOT) for funding consideration.
2. **Solicitation of Project Requests.** Each spring, the TPO shall solicit project requests from local governments and transportation agencies, including Space Coast Area Transit, the Melbourne Airport Authority, the Titusville-Cocoa Airport Authority, the Canaveral Port Authority, Space Florida, Valkaria Airport and the School Board.
 - a. Local governments and transportation agencies are encouraged by the TPO to have the requests adopted by their Council, Commission or Board to ensure agency and public support for the requested projects.

- b. The TPO shall request supporting information for each project request that will assist in understanding and ranking projects. The supporting information may include:
 - i. A description of the project location, limits, requested improvement and requested implementation phase(s).
 - ii. A description of the type and nature (congestion, safety, etc.) of the problem the project will address.
 - iii. A description of the history of the project, including prior studies or findings regarding the project, any planned transportation or land development projects that may affect the project and a summary of public comment heard on the project.
 - iv. Description of local government comprehensive plan or agency master plan support for the project.
 - v. Other pertinent information deemed necessary by the TPO or state or federal oversight agencies.
3. **Project Selection Criteria.**
 - a. To meet the minimum State and Federal requirements the following criteria shall be considered when developing the Project Priorities list:
 - i. The approved TPO Long Range Transportation Plan (LRTP)
 - ii. The Strategic Intermodal System (SIS) Plan developed under subsection 339.64 F.S.
 - iii. The results of the TPO's Transportation Management Systems
 - iv. The TPO's Public Involvement Procedures
 - b. The TPO may also consider the following when developing the Project Priorities List:
 - i. The results of the annual State of the System (SOS) Report, prepared annually to meet the requirements of the Congestion Management System adopted in 1997.
 - ii. Hurricane and other emergency evacuation needs.
 - iii. Crash history and public safety.
 - iv. Regional connectivity.
 - v. Current and future traffic volumes and level of service standards.
 - vi. The historic standing of projects within the Priority List and prior funding commitments.
4. **Committee Review.** The Growth Management Subcommittee (GMSC) shall meet each summer to review the status of the previous year's Priorities and to evaluate new project requests. The GMSC is composed of staff planners and engineers from all Brevard County local governments. The GMSC shall consider the selection criteria in Section 3. (above) and shall develop a recommendation for consideration by the Technical Advisory Committee, the Citizens Advisory Committee and the TPO.
5. **Public Review.** Growth Management Subcommittee recommendations shall be presented to the public for comment at a Transportation Open House(s), prior to consideration by the Technical Advisory Committee, Citizens Advisory Committee and TPO. Notification for the Open House(s) shall occur as outlined in Section 3.d. of Procedure PR-07-01: Transportation Improvement Program.
6. **Organization.** The Project Priority List shall be organized to reflect anticipated state and federal funding sources. This shall ensure that projects are considered for funding using sources appropriate to their scope, location and jurisdiction.
 - a. Capacity and other major Projects shall be prioritized according to funding sources appropriate to each project.
 - b. Candidate Projects. The TPO shall maintain an unprioritized list of projects that have been requested by local governments or transportation agencies that are not ready to be considered for implementation.
 - c. Traffic Operations. The TPO shall consider Traffic Operations projects separately from other projects. Operations projects may be subject to alternate selection criteria. The Transportation Systems Management and Operations Committee shall provide initial recommendations, in place of the Growth Management Subcommittee, to the Technical Advisory Committee, Citizens Advisory Committee and TPO. Traffic Operations projects may not be considered every year, and may be implemented using funds set-aside by the TPO specifically for their implementation.
 - d. Transportation Enhancements. The TPO shall consider Transportation Enhancement projects separately from other projects. Enhancement projects may be subject to alternate selection criteria. The Bicycle, Pedestrian & Trails Advisory Committee (BPTAC) shall provide initial recommendations, in place of the Growth Management Subcommittee, to the Technical Advisory Committee, Citizens Advisory

Committee and TPO. Transportation Enhancement projects may not be considered every year, based on the availability of Federal Enhancement Funds, and the request for Enhancement Project applications from FDOT.

Submission to FDOT. The TPO Board shall adopt the annual Project Priorities List by roll call vote. TPO staff shall forward the adopted Project Priorities List to FDOT for funding consideration during the development of the next Five Year Work Program. In addition to the adopted list, staff shall provide FDOT with supporting documentation and Scope Reports for projects not previously included in the Priority List, or for projects with significant change in scope from previous submittals.

C. Unified Planning Work Program. The coordination, activities and procedure for the development of the annual Unified Planning Work Program shall follow Procedure PR-07-03 of the TPO's Operating Manual, or as amended. Pertinent excerpts from the procedure are included here and incorporated as part of this agreement.

1. **Purpose.** Following the provisions set forth in the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), 23 U.S.C. 134(f) and (g), 49 U.S.C 5303, 23 C.F.R. 450, 23 C.F.R. 500 and subsection 339.175, F.S., as amended. The TPO is required to biennially develop and adopt a Unified Planning Work Program (UPWP). The UPWP documents the use of Federal Highway Administration (FHWA) and Federal Transit Administration (FTA) planning and research funds to be used in the next two fiscal years by the TPO.
2. **UPWP Content.** The UPWP shall include a description of the work to be accomplished and the cost estimates for each activity. The format for the UPWP shall follow the guidelines outlined in the FDOT MPO/TPO Program Management Handbook. The UPWP shall include a cover page, an Introduction, three (3) sections including Organization and Management, Work Elements and Summary Budget Tables. Each task will generally contain a description of the objective, previous work accomplished, work methodology, responsible agency, budget and funding sources.
3. **Development Schedule.** The development of the UPWP is scheduled around State and Federal deadlines. The TPO may adjust its schedule to meet these deadlines. In December and January, TPO staff shall coordinate with FDOT on statewide and regional tasks and any Planning Emphasis Areas that need to be addressed in the UPWP. In January, the TPO shall obtain the most recent estimates of FHWA and FTA planning funds available for programming in the UPWP.
 - a. The DRAFT UPWP shall be transmitted to reviewing agencies no later than March 15 of the update year.
 - b. All comments and changes must be addressed and incorporated into the FINAL UPWP, which must be approved and adopted by the TPO Board in May of the year the UPWP is updated. The FINAL UPWP shall be distributed as referenced in the FDOT Program Management Handbook.
 - c. By June 1 the FDOT District must transmit the approved UPWP to FHWA recommending approval, conditional approval, or disapproval.
 - d. The UPWP shall be approved by June 30 by FHWA and FTA.
4. **Review of the Draft.** The TPO shall submit a draft UPWP for review and comment to reviewing agencies as required by FDOT. The draft shall also be made available to the public for review and comment for a thirty (30) day period. Methods used for the announcement of the draft shall be determined by TPO staff. These methods may include posting on the TPO's website, notification in a TPO E-news newsletter or other printed media notification. At a minimum, the notification of the draft shall be included as part of the TPO's regular scheduled agenda.
 - a. Distribution of draft UPWP. The Draft UPWP shall be distributed, at a minimum, to the agencies listed in the FDOT Program Management Handbook. The Draft UPWP shall also be distributed to the surrounding regional T/MPO's that include, Indian River MPO, Volusia TPO, MetroPlan Orlando, Ocala/Marion County TPO, Lake Sumter MPO and the Polk MPO. The draft shall be made available on the TPO website.
 - b. Comments. All comments shall be submitted in writing to the TPO. Comments may be e-mailed, faxed or mailed. The deadline for receiving comments shall be no less than thirty (30) days from the day the draft was made available for review. (Generally comments shall be due in mid April.)
 - c. Adoption of Final UPWP. The TPO shall adopt the Final UPWP at its May meeting each year the UPWP is updated. The Final adopted UPWP shall be forwarded to FHWA, FTA and Central Office by June 1.

- d. Approval by FHWA/FTA. FHWA approval of the UPWP is required by 23 C.F.R. 420.115(a). Approved UPWP's will go into effect on July 1.
5. **Modifications.** The TPO shall monitor the UPWP task balances throughout the year. If an individually funded task requires modification or there are any changes to the total federally authorized funding levels, the TPO must prepare and submit an amendment or revision.
 - a. Amendments. An amendment will be processed for changes in revenue forecasts or cost estimates, changes to the scope of FHWA work task(s) or the addition or deletion of work task(s). The TPO may amend the UPWP to add or remove projects. A Resolution will be prepared for TPO Board approval. The amendment will be advertised as part of the TPO's regular agenda. The approved Resolution will be forwarded to FDOT and FHWA for approval. All amendments must be processed by May of each year.
 - b. Revisions. Revisions to the UPWP will be processed and approved by the TPO Executive Director as necessary. Revisions do not change the FHWA approved final total budget or do not change the scope of the FHWA funded task(s). Approval of revisions by FDOT or FHWA are not required. TPO staff will notify FDOT when revisions have been made and will submit updated files when necessary.
6. **Other UPWP Processes.** All other processes related to the development and management of the UPWP that are not specifically mentioned in this procedure above shall adhere to the guidelines established in the FDOT MPO Program Management Handbook. These processes include, but are not limited to, invoicing, progress reports, de-obligation of PL funds and close-out of PL funds.

D. Long Range Transportation Plan. The coordination, activities and procedure for the development of the Long Range Plan shall follow Procedure PR-07-04 of the TPO's Operating Manual, or as amended. The procedure is included here and is incorporated as part of this agreement.

1. **Purpose.** Following the provisions set forth in the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), 23 U.S.C. 134(f) and (g), 49 U.S.C 5303, 23 C.F.R. 450, 23 C.F.R. 500 and subsection 339.175, F.S., as amended, the TPO is required to develop and adopt a Long Range Transportation Plan (LRTP). The LRTP shall address at least a 20-year planning horizon and should include long-range and short-range strategies and actions to support the development of an integrated intermodal transportation system that facilitates the safe and efficient movement of people and goods.
2. **Development of the Long Range Transportation Plan.** The TPO shall update the LRTP at least every five years to reflect changing conditions in current and forecast transportation and land use. Updates to the LRTP shall be initiated a minimum of eighteen (18) months prior to the adoption date required by Federal regulations.
3. **Public Involvement.** In order to ensure that the LRTP addresses issues that are important to the citizens of Brevard County, the TPO shall develop a Public Participation Plan (PPP) specific to the development of the LRTP. The PPP shall include provisions for actively engaging the general public in the development of updates to the LRTP. Minimum public involvement requirements are as follows:
 - a. The TPO shall conduct a public workshop(s) early in the update schedule to solicit public opinion regarding the goals and policies to be addressed in the LRTP.
 - b. The TPO shall publish on their website or otherwise make available to the public, a summary of the results of technical analyses, cost estimates and revenue forecasts, and shall seek comments from the public regarding the balance of needs verses available revenues. These comments shall be considered by the TPO when developing the Cost Feasible Network.
 - c. TPO staff shall keep documentation of all public involvement.The TPO may elect to seek additional public input by conducting surveys, focus groups, sending out electronic newsletters (E-News) or conducting additional workshops and meetings.
4. **Technical Analyses.** The TPO shall conduct technical analyses of existing and projected traffic, land use, population, employment, and any other factors deemed necessary to make reasonable assumptions regarding deficiencies in the transportation system and measures to address those deficiencies.
 - a. Traffic model. The TPO shall use the Central Florida Regional Planning Model, or other acceptable multi-modal transportation model to provide technical data as a basis for determining need and testing of potential networks. Inputs for the model shall be:
 - i. Existing and Future Land Use. The TPO shall review the Comprehensive and Master Plans of local governments and transportation agencies to determine officially adopted land use scenarios.

- d. Approval by FHWA/FTA. FHWA approval of the UPWP is required by 23 C.F.R. 420.115(a). Approved land use scenarios on the performance of the transportation network.
 - ii. Population. The TPO shall use population estimates developed by the University of Florida Bureau of Economic & Business Research (BEBR), or another source generally accepted by FDOT and planning agencies throughout the State or Region.
 - iii. Employment. The TPO shall obtain base and future year employment data from a business information service such as Dun & Bradstreet and may coordinate the gathering of data with FDOT or other planning agencies or TPOs.
 - b. Congestion Management System. The TPO shall incorporate the goals and policies of the adopted Congestion Management System (CMS) into the LRTP and shall utilize the results of the State of the System Report(s) as a factor in determining future year transportation needs.
 - c. Local Agency Coordination. The TPO staff shall coordinate the development of the LRTP by forming an LRTP Advisory Committee with city/town representatives and various modal agencies (transit, freight, port, airport, space, rail, etc.) to insure the TPO's plan reflects major developments, plans and programs to be pursued by such agencies over the life of the LRTP.
 - d. Other technical factors, policy initiatives, funding strategies, life-style trends, etc. shall be considered as necessary or as directed by the TPO, the FDOT, FTA, FHWA or other appropriate party.
5. **Project Selection.** Federal guidelines for the LRTP require the Plan to be cost feasible. The TPO shall develop reasonable cost estimates for projects proposed for inclusion in the LRTP, based on Transportation Costs published by FDOT and historic right-of-way costs within Brevard County. The TPO shall utilize Revenue Forecasts developed by the Florida Department of Transportation as a guideline for determining the cost feasibility of the LRTP. Projects determined to be cost feasible will collectively be referred to as the "Cost Feasible Network" or "Cost Feasible Plan".

At its discretion, the TPO may also develop a "Needs Plan" or "Unfunded Needs Network", based on technical data used in the development of the LRTP. Projects included in the Needs Plan may be considered for inclusion in the Cost Feasible Plan under the following circumstances:

- a. If Revenue Estimates are significantly lower than actual revenue available to the TPO for implementation of the LRTP, additional projects from the Needs Plan may be added to the Cost Feasible Plan, by amending the LRTP.
 - b. At any time during the life of the LRTP, the TPO may elect to amend the LRTP to remove a project(s) from the Cost Feasible Plan in order to implement a project(s) included in the Needs Plan.
6. **Efficient Transportation Decision Making.** Major Highway Capacity or Bridge projects proposed for inclusion in the LRTP must undergo verification of feasibility utilizing the FDOT Efficient Transportation Decision Making (ETDM) Planning Screen. ETDM Planning Screen analysis includes the evaluation of potential Socio-Cultural Effects (SCE) of proposed projects. In addition, prior to programming funds for the implementation of a project(s) contained in the TPO Cost Feasible Plan, FDOT may require that the project(s) be screened for feasibility and consistency with environmental regulations utilizing the ETDM Programming Screen. ETDM procedures are determined by the FDOT and were developed in cooperation with TPOs throughout the State.
7. **Amendments.** In the period between major updates, the TPO may amend the LRTP for any reason including:
- a. Changes in Revenue Forecasts or Cost Estimates. In the event that significant changes occur in projected revenues or project cost estimates, the TPO may amend the LRTP to add or remove projects as part of a regular meeting agenda, subject to the public involvement requirements of such a meeting.
 - b. Changes in Land Use, Population or Employment Projections. In the event that significant changes in existing or future land use that in turn have a significant affect on population or employment projections, the TPO may elect to review the technical analyses or modeling results, and if appropriate, amend the LRTP as a result of this review. An amendment of this magnitude shall require public involvement beyond that which is a normal part of the regular business of the TPO. At the TPOs discretion, a Public Involvement Plan may be developed to coordinate the amendment process.
 - c. Requests from the public, transportation agencies or local governments. Any party, public or private, may request that the TPO consider amending the LRTP. Such a request must be made formally at a regularly scheduled meeting of the TPO and must be accompanied by documentation supporting the proposed amendment, including technical analyses supporting the proposed change and evidence of

public support received through a comprehensive public involvement process. Prior to considering an amendment of this nature, the TPO may request additional analyses from the requesting party, or may conduct its own analyses and public involvement

8. **Administrative Modification.** An administrative modification is a minor revision to the LRTP. It includes minor changes to project/phase costs, funding sources, or project/phase initiation dates. It does not require public review and comment or re-demonstrating fiscal constraint. An administrative modification may be approved by the SCTPO Executive Director.
9. **Dissemination.** The adopted LRTP shall be made available to the public in the following manner, at a minimum:
 - a. A printed, bound copy of the entire LRTP shall be sent to the major libraries in the county and to the Central Library in Cocoa. Plan summary brochures will be submitted to the remaining libraries.
 - b. The LRTP shall be announced in an E-News and posted on the TPO web site and available for download.
 - c. A compact disc of the Plan shall be provided to anyone who requests it at no charge.
 - d. The Plan summary shall be sent to all neighboring counties and to the members of the Central Florida TPO Alliance.
 - e. A Plan summary shall be sent to each local government in Brevard County. The transmittal letter will request the local government review their Local Government Comprehensive Plan for consistency with the projects identified in the Plan.

Computer model files shall be provided by the TPO's consultant or FDOT upon approval of the TPO Executive Director.

E. Other Related Plans and Studies. The Space Coast Transportation Planning Organization shall cooperate at a minimum with the Brevard County School Board, the Port Authority, Space Florida, the Melbourne Airport Authority, SCAT, the TICO Authority and Valkaria Airport to coordinate the planning and programming of transportation planning projects and studies including corridor/subarea studies, comprehensive plans and master plans.

IV. Public Involvement

1. The Highway Safety Act, SAFETEA-LU, requires all Metropolitan Planning Organizations to establish a public involvement/participation plan that works in conjunction with the overall transportation planning process occurring within their respective urban areas. The Space Coast TPO's public participation plan complies with the criteria established under SAFETEA-LU by having a process through which the public and stake holders have equal access to all information concerning projects in a timely manner, either through public forums and/or individual one on one review with staff.
2. In complying with these guidelines the Space Coast TPO has developed the following procedures:
 - a. All meetings of the SCTPO, SCTPO Executive Committee, and their subcommittees the Technical, Citizens, and Bicycle/Pedestrian and Trails Advisory Committees, and other Committees as may be established, shall be open to the public and opportunities for public comment shall be provided, except as otherwise provided by law. All public meetings shall be held in locations that are accessible to the general public including accommodations for persons with disabilities.
 - b. The SCTPO's public participation plan shall provide for early and continuing involvement in the transportation planning and programming process by all segments of the community. These segments shall include but are not limited to citizens, freight shippers, users of public transit, citizens, providers of other modes of transportation i.e. bus service providers, the cruise line industry, space program agencies and officials, all affected public agencies, representatives of transportation agency employees, and other interested parties and segments of the community affected by transportation plans, programs, and projects. The process shall also provide for seeking out and listening to the concerns and needs of those traditionally underserved by the existing transportation system, such as low income and minority households which may face challenges accessing employment and other amenities.
 - c. Copies of public hearing notices, for project plans and preliminary reports shall be provided to all persons, including private providers of transportation who have requested to be provided with copies

of such notices, documents, proposed plans and reports. The SCTPO shall retain all records in accordance with Federal and State requirements, including but not limited to 23 CFR Part 420, Subpart A, 49 CFR Par 18, Subpart C, 49 CFR 18.42, and Chapter 119, Florida Statutes.

- d. All public records of the SCTPO are open for inspection and examination except as otherwise provided by law, at the Space Coast TPO office located at, 2725 Judge Fran Jamieson Way, Bldg. B, Melbourne, Florida 32940 between the office hours of 8:00 a.m. and 4:30 p.m. M-F (excluding holidays).
- e. SCTPO staff shall be available to make presentations to various groups, such as civic organizations, Chambers of Commerce, local government boards, etc. regarding transportation plans and programs occurring within the Brevard Urbanized Area.
- f. SCTPO staff produces an annual report which provides information on transportation-related activities, programs and events occurring in the Brevard Urbanized Area.
- g. From time to time the SCTPO or their consultants may conduct surveys to obtain a sample of their opinion on a particular project or gain insight on what issues and concerns they have about general transportation related issues affecting Brevard County. This helps the SCTPO determine what goals and objectives they need to pursue in planning for the future development of Brevard's transportation network.
- h. Electronic (E-News) notifications on various transportation plans, programs and safety issues shall be made available to the individual or by accessing the SCTPO website: www.spacecoasttpo.com.
- i. The SCTPO shall also provide various means for the public to obtain information regarding transportation planning activities. These include, but are not limited to, the Internet, published advertisements in the local newspaper and local libraries, televising of monthly SCTPO Board meetings, staff participation at community expositions and events, public information videos, public service announcements, display boards in public buildings, and brochures.

EXHIBIT II

CHAPTER 29F-3 — REGIONAL DISPUTE RESOLUTION PROCESS

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29F-3.101 — Purpose.

- (1) The purpose of this rule is to establish a voluntary regional dispute resolution process (RDRP) to reconcile differences on planning, growth management and other issues among local governments, regional agencies and private interests. The process consists of two required components: (a) process initiation (initiation and response letters); and (b) settlement meetings; and four optional components: (a) pre-initiation meeting; (b) situation assessments; (c) mediation; or (d) advisory decision-making.
- (2) The RDRP's intent is to provide a flexible process that will: clearly identify and resolve problems as early as possible; utilize the procedures in a low-to-high cost sequence; allow flexibility in the order in which the procedures are used; provide for the appropriate involvement of affected and responsible parties; and provide as much process certainty as possible.
- (3) The RDRP may be used to resolve disputes involving extra-jurisdictional impacts arising from: the intergovernmental coordination elements of local comprehensive plans required by s. 163.3177, F.S.; inconsistencies between port master plans and local comprehensive plans, the siting of community residential homes required by s. 419.001(5), F.S.; and any other matters covered by statutes that reference the RDRP.
- (4) The RDRP shall not be used to address disputes involving environmental permits or other regulatory matters unless all the parties involved agree to initiate use of the RDRP.
- (5) Use of the RDRP shall not alter a jurisdiction's, organization's, group's or individual's right to judicial or administrative determination of any issue if that entity is entitled to such a determination under statutory or common law.
- (6) Participation in the RDRP as a named party or in any other capacity does not convey or limit intervenor status or standing in any judicial or administrative proceedings.
- (7) The RDRP does not supplant local processes established for resolving intra-jurisdictional disputes and is not intended to be used by parties dissatisfied with the appropriate application of local rules and regulations within their jurisdiction.

Specific Authority 186.505 FS.

Law Implemented 186.509 FS.

History — New 12-8-99.

29F-3.102 — Definitions.

- (1) "Situation Assessment" is a procedure of information collection or "fact finding" that may involve review of documents, interviews or an assessment meeting leading to a written or verbal report identifying: the issues in dispute; the stakeholders; information needed before a decision can be made; and a recommendation for appropriate dispute resolution procedures.
- (2) "Pre-Initiation Meeting" is an informal conference with the East Central Florida Regional Planning Council (RPC) staff in order to ascertain whether the likely dispute is appropriate for the RDRP.
- (3) "Facilitation" is a procedure in which the facilitator helps the parties design and follow a meeting agenda and assists parties to communicate more effectively throughout the process. The facilitator has no authority to make or recommend a decision.
- (4) "Mediation" is a procedure in which a neutral person assists disputing parties in a negotiation process to explore their interests, develop and evaluate options, and reach a mutually acceptable agreement without prescribing a resolution. A mediator may take more control of the process than a facilitator and usually works in more complex cases where a dispute is more clearly defined.
- (5) "Advisory Decision-Making" is a procedure aimed at enhancing the effectiveness of negotiations and helping parties more realistically evaluate their negotiation positions. This procedure may include fact-finding, neutral evaluation, or advisory arbitration, or any combination of these in which a neutral party or panel listens to the facts and arguments presented by the parties and renders a non-binding advisory decision.
- (6) "Jurisdiction" is any local or regional public agency, including a special district, authority or school board.
- (7) "Named Party" shall be any jurisdiction, public or private organization, group or individual who is named in an initiation letter, including the initiating jurisdiction, or is admitted by the named parties to participate in settlement of a dispute pursuant to Section 29F-3.103. Being a "named party" in the RDRP does not convey or limit standing in any judicial or administrative proceeding.
- (8) "Representative" is an authorized agent who is given guidance by a named party to represent the named party in an RDRP case. Section 29F-3.103(5) sets forth the designation process.
- (9) "Initiation Letter" is a letter from a jurisdiction formally identifying a dispute and asking named parties to engage in this process to resolve the dispute, and, at a minimum, attend the initial settlement meeting. Section 29F-3.110 specifies what must be included in an initiation letter.
- (10) "Response Letter" formally notifies the initiator and other named parties that a party is willing to participate in the RDRP and, at a minimum, attend at least one settlement meeting.
- (11) "Settlement Agreements" are voluntarily approved by the individual or governing body authorized to bind the named party. Agreements shall take the form of memorandums of understanding, contracts, interlocal agreements or other forms mutually agreed to by the signatory parties or as required by law. A settlement may be agreed to by some or all of the named parties.

Specific Authority 186.505 FS.

Law Implemented 186.509 FS.

History — New 12-8-99.

29F-3.103 — Participation.

- (1) Named parties shall automatically be allowed to participate. Other jurisdictions, public or private organizations, groups, or individuals suggested by named parties in response letters or during RDRP meetings or submitting a petition to participate, may become named parties if agreed to by a two-thirds majority of the participating named parties, except as provided for in 29F-3.103(2). Fee allocation agreements will be amended as appropriate.
- (2) All initiation and response letters made in accordance with intergovernmental coordination elements (ICE) of local government comprehensive plans shall only list affected jurisdictions as named parties. The named parties may at the initial settlement meeting or at subsequent RDRP meetings add public or private named parties by mutual agreement of all the current named parties.

- (3) Named parties who do not respond within 21 calendar days of receipt of the initiation letter may not participate in the RDRP unless they submit a petition for participation.
- (4) Jurisdictions, public or private organizations, groups or individuals seeking to become named parties shall submit to the RPC staff a written petition to participate, including reasons for the request. Such jurisdictions, public or private organizations, groups, or individuals shall become named parties if agreed to by a two-thirds majority of the named party, prior to or during RDRP meetings.
- (5) Each of the jurisdictions, organizations, groups or individuals participating as named parties in this process shall designate a representative, in writing, or be represented by the chief executive officer. Such a representative shall have authority to act, subject to such qualifications imposed by the party as the representative may advise all other named parties in advance, and the responsibility for representing that party's interest in this process and for maintaining communications with that party throughout the process. Jurisdictions are encouraged to designate a representative to participate in the RDRP in advance of initiating or receiving a request.
- (6) Any named party may invite individuals or organizations to attend meetings under this process who can provide information and technical assistance useful in the resolution of the dispute. The parties, by agreement, or the presiding neutral shall determine when and under what circumstances such invited parties may provide input.
- (7) All communications by a named party called for in this process shall be submitted to all other named parties and the RPC staff in writing.
- (8) All named parties who agree to participate in this process commit to a good faith effort to resolve problems or disputes.
- (9) Any named party may withdraw from participation in the RDRP at any time upon written notice to all other named parties and the RPC staff.

Specific Authority 186.505 FS.

Law Implemented 186.509 FS.

History — New 12-8-99.

29F-3.104 — Costs.

- (1) The RPC shall be compensated for situation assessments, facilitation of settlement meetings, mediation, technical assistance and other staff services based on reasonable actual costs. Outside professional neutrals shall be compensated at their standard rate or as negotiated by the parties.
- (2) The costs of administration, settlement meetings, mediation or advisory arbitration shall be split equally between the parties unless the parties mutually agree to a different allocation. The agreed upon cost allocation shall be documented in a written fee agreement.

Specific Authority 186.505 FS.

Law Implemented 186.509 FS.

History — New 12-8-99.

29F-3.105 — Timeframes.

- (1) The initial meeting of the participating parties shall be scheduled and held within 30 days of the date of receipt of the last response letter or conclusion of the 21 calendar day response period referenced in 29F-3.103(3), whichever occurs first.
- (2) Additional settlement meetings, mediation or advisory decision-making shall be completed within forty-five (45) days of the date of the conclusion of the initial settlement meeting.
- (3) Excepting the 30-day period for the initial meeting, all time frames specified or agreed to in this process may be shortened or extended by mutual agreement of the named parties.
- (4) Where necessary to allow this process to be effectively carried out, named parties should address deferring or seeking stays of judicial or administrative proceedings.
- (5) The participating parties may, by agreement, utilize procedures in the RDRP in any order.

Specific Authority 186.505 FS.
Law Implemented 186.509 FS.
History — New 12-8-99.

29F-3.106 — Public Notice, Records and Confidentiality.

- (1) Named parties should consider appropriate opportunities for public input at each step in this process, such as allowing the submittal of written or verbal comments on issues, alternative solutions and impacts of proposed agreements.
- (2) Applicable public notice, public records, and public meeting requirements shall be observed as required by Chapters 119 and 120 or other applicable Florida Statutes.
- (3) Participants in these procedures agree by their participation that no comments, meeting records, or written or verbal offers of settlement shall be entered by them as evidence in a subsequent judicial or administrative action.
- (4) To the extent permitted by law, mediation under this process will be governed by the confidentiality provisions of applicable laws, which may include Chapter 44, F.S.

Specific Authority 186.505 FS.
Law Implemented 186.509 FS.
History — New 12-8-99.

29F-3.107 — Pre-Initiation Meeting.

A jurisdiction, organization, group or individual contemplating initiation of this process may request an informal pre-initiation meeting with the RPC staff in order to ascertain whether the potential dispute would be appropriate for this process.

Specific Authority 186.505 FS.
Law Implemented 186.509 FS.
History — New 12-8-99.

29F-3.108 — Situation Assessment.

- (1) A jurisdiction, organization, group or individual may request that the RPC staff or other neutral perform a situation assessment at any time, before or after initiation of the process.
- (2) The situation assessment may involve examination of documents, interviews assessment meetings or any combination of these and shall recommend issues to be addressed, parties that may participate, appropriate resolution procedures and a proposed schedule.

Specific Authority 186.505 FS.
Law Implemented 186.509 FS.
History — New 12-8-99.

29F-3.109 — Initiation of the Process by Jurisdictions.

- (1) This process is initiated by an initiation letter from the representative of the governing body of a jurisdiction, other than the regional planning council, to the named parties as provided for in 29F-3.103 and to the RPC staff. The initiation letter must be accompanied by a resolution of the governing body authorizing initiation or by a copy of a written authorization of a representative to initiate requests to use the RDRP.
- (2) Such an initiation letter shall identify: the issues to be discussed; named parties to be involved in the RDRP; the initiating party's representative and others who will attend; and a brief history of the dispute, indicating why it is appropriate for this process.
- (3) Named parties shall send a response letter to the RPC staff and all other named parties confirming their willingness to participate in a settlement meeting within twenty-one (21) calendar days of receiving the initiation letter. This response shall include any additional issues and potential named parties the respondent

wishes considered, as well as a brief history of the dispute and description of the situation from the respondent's point of view.

- (4) Upon receipt of a request, the RPC staff shall assess its interest in the case. If the RPC is a named party or sees itself as a potential party, it shall notify the named parties of the nature of its interest and ascertain whether the parties desire an outside facilitator for the initial settlement meeting.
- (5) In instances where the RPC is not a named or potential party, it may, upon its own initiative, recommend that a potential dispute is suitable for this process and transmit its recommendation to potential parties, who may, at their discretion, choose to initiate the RDRP.
- (6) The RPC staff shall schedule a meeting at the most convenient time within the thirty (30) day period provided for in 29F-3.105(1).
- (7) In the event that a dispute involves jurisdictions under two or more regional planning councils, the process adopted by the region of the initiating jurisdiction shall govern, unless the named parties agree otherwise.

Specific Authority 186.505 FS.

Law Implemented 186.509 FS.

History — New 12-8-99.

29F-3.110 — Requests to Initiate Submitted by Others.

- (1) Private interests may ask any jurisdiction to initiate the process.
- (2) Any public or private organization, group or individual may request that the RPC recommend use of this process to address a potential dispute pertaining to a development proposal that would have an impact on an adjacent local government or identified state or regional resources or facilities, in accordance with 29F-3.109(5). Such a request shall be submitted in writing and shall include the information required for an initiation letter in 29F-3.109(2).
- (3) After reviewing the information submitted by, and consulting with, the requesting organization, group or individual, the RPC staff will conduct a situation assessment and respond in writing. The situation assessment shall involve an informal review of provided documents and other information, interviews or meetings as necessary to determine the issues in dispute, the stakeholders, additional information which is needed to reach a decision and an opinion of whether the dispute meets the intent and purpose of the RDRP, as stated in 29F-3.101.
- (4) If the RPC staff determines, through the situation assessment, that the potential dispute is suitable for the process, it shall transmit that determination in writing to the potential parties, as agreed upon by the RPC and the requester. If determined to be suitable for the process, the written determination shall include a recommendation that one or more of the jurisdictions among the potential parties initiate the process. The RPC may also suggest that other processes be used. Any party may request that the staff's determination of the suitability of the dispute for this process be reviewed by the governing board of the RPC at its next regularly scheduled meeting. Such requests must be made in writing and delivered to the Executive Director of the RPC within 15 days of the date of the staff's written determination. In making its decision, the governing board shall consider the situation assessment report, and other information which may be presented, for conformity with the criteria and intent of this chapter.

Specific Authority 186.505 FS.

Law Implemented 186.509 FS.

History — New 12-8-99.

29F-3.111 — Settlement Meetings.

- (1) Settlement meetings shall, at a minimum, be attended by the named parties' representatives designated pursuant to Section 29F-3.103(3).
- (2) Settlement meetings shall be facilitated by an RPC staff member or other neutral facilitator acceptable to the parties and shall be held at a time and place acceptable to the parties.

- (3) At the settlement meeting, the parties shall: consider adding named parties, consider guidelines for participation, identify the issues to be addressed, present their concerns and constraints, explore options for a solution and seek agreement.
- (4) The parties shall submit a settlement meeting report in accordance with 29F-3.115(4) of this process.
- (5) If an agreed-upon settlement meeting is not held or a settlement meeting produces no agreement to proceed to additional settlement meetings, mediation or advisory decision-making, any party who has agreed to participate in this procedure may withdraw and, if so inclined, proceed to a joint meeting of governing bodies pursuant to Chapter 164, F.S., litigation, administrative hearing or arbitration as appropriate.

Specific Authority 186.505 FS.

Law Implemented 186.509 FS.

History — New 12-8-99.

29F-3.112 — Mediation.

- (1) If two or more named parties submit a request for mediation to the RPC, the RPC shall assist them to select and retain a mediator or the named parties may request that the RPC select a mediator.
- (2) All disputes shall be mediated by a mediator who understands Florida growth management issues, has mediation experience and is acceptable to the parties. Parties may consider mediators who are on the Florida Growth Management Conflict Resolution Consortium rosters or any other mutually acceptable mediator. Mediators shall be guided by the Standards of Professional Conduct, Florida Rules of Civil Procedure, Rule 10, Part 11, Section 020-150.
- (3) The parties shall submit a mediation report in accordance with 29F-3.115(4).

Specific Authority 186.505 FS.

Law Implemented 186.509 FS.

History — New 12-8-99.

29F-3.113 — Advisory Decision-Making.

- (1) If two or more of the named parties submit a request for advisory decision-making to the RPC, the RPC shall assist the parties to select and retain an appropriate neutral, or the parties may request that the RPC make the selection.
- (2) All disputes shall be handled by a neutral who understands Florida growth management issues, has appropriate experience and is acceptable to the parties.
- (3) The parties shall submit an advisory decision-making report in accordance with 29F-3.115(4).

Specific Authority 186.505 FS.

Law Implemented 186.509 FS.

History — New 12-8-99.

29F-3.114 — Settlement Agreements and Reports.

- (1) The form of all settlements reached through this process shall be determined by the named parties. The following are examples of acceptable formats for presenting the settlement: interlocal agreements, concurrent resolutions, memoranda of understanding, plan amendments, deed restrictions.
- (2) Agreements may be reached by two or more parties even if all of the named parties do not agree or do not sign a formal agreement.
- (3) After settlement meetings, mediation or advisory decision-making under this process, the named parties shall submit a joint report to the RPC staff which shall, at a minimum include:
 - (a) identification of the issues discussed and copies of any agreements reached;
 - (b) a list of potentially affected or involved jurisdictions, organizations, groups or individuals (including those which may not be named parties);
 - (c) a description of agreed upon next steps, if any, including measures for implementing agreements reached;

- (d) a time frame for starting and ending informal negotiations, additional settlement meetings, mediation, advisory decision-making, joint meetings of elected bodies, administrative hearings or litigation;
- (e) any additional RPC assistance requested;
- (f) a written fee allocation agreement to cover the costs of agreed upon RDRP procedures. The report shall include all material any named party wishes to include.

Specific Authority 186.505 FS.

Law Implemented 186.509 FS.

History — New 12-8-99.

29F-3.115 — Other Existing Dispute Resolution Processes.

- (1) The RDRP is a voluntary opportunity for parties to negotiate a mutual agreement. It may be used before, in parallel with or after judicial or administrative proceedings.
- (2) When appropriate, parties may obtain a stay of judicial or administrative proceedings to provide time for RDRP negotiations.
- (3) Use of the RDRP shall not alter a jurisdiction's, organization's, group's or individual's right to judicial or administrative determination of any issue if that person is entitled to such a determination under statutory or common law.
- (4) Participation in the RDRP as a named party or in any other way does not convey or limit intervenor status or standing in any judicial or administrative proceedings.
- (5) In addition to the RDRP 186.509, F.S., parties may consider the applicability of other resolution processes which exist within Florida Statutes including: Intergovernmental Coordination Element, Section 163.3177(h)(1) & (2), F.S.; Port Master Plans, Section 163.3178, F.S.; Community Residential Homes, Section 419.001(5), F.S.; Cross Acceptance Negotiation Process, Section 186.505(22), F.S.; Location of Spoil Sites, Section 380.32(14), F.S.; Termination of the Development of Regional Impact Program, Section 380.27, F.S.; Administration Procedures Act, Chapter 120, F.S.; Florida Governmental Cooperation Act, Chapter 164, F.S.; Mediation Alternatives to Judicial Action, Chapter 44, F.S.

Specific Authority 186.505 FS.

Law Implemented 186.509 FS.

History — New 12-8-99.