



# Agenda Report

2725 Judge Fran Jamieson  
Way  
Viera, FL 32940

## Consent

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F.8.

4/5/2022

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### Subject:

Space Coast TPO Intergovernmental Coordination and Review (ICAR) Agreement

### Fiscal Impact:

None

### Dept/Office:

Miscellaneous / SCTPO

### Requested Action:

It is requested the Board of County Commissioners authorize the Chair to sign the Space Coast TPO Intergovernmental Coordination and Review (ICAR) Agreement.

### Summary Explanation and Background:

The Transportation Planning Organization (TPO) is required to execute an agreement with transportation providers in Brevard County that ensures transportation facilities and services will be planned and developed in a coordinated manner. The Intergovernmental Coordination and Review (ICAR) agreement provides for the formal documentation of the coordination procedures and processes to be followed by the county's multimodal agencies. The agreement's approval by the Board is for Transit Services (Space Coast Area Transit) and the Valkaria Airport, both entities under the Board's purview.

The Agreement is based on a boilerplate document prepared by the Florida Department of Transportation (FDOT) in Tallahassee. The TPO's Attorney has made minor revisions to update statutory references and names and titles of signatories. All of the member municipalities have reviewed a draft version. Following adoption by all TPO member jurisdictions, the ICAR will be submitted to FDOT for their signature and then recorded.

The ICAR calls for the Board to participate in a cooperative transportation planning process and does not extend financial or liability obligations to the Board. All five commissions will continue to serve as TPO members.

### Clerk to the Board Instructions:

Please send one set of the execute Agreement and Board Memo to Georganna Gillette, SCTPO Executive Director, Space Coast TPO, 2725 Judge Fran Jamieson Way, MS#82, Viera, FL 32940.

BREVARD COUNTY  
BOARD OF COUNTY COMMISSIONERS

## CONTRACT REVIEW AND APPROVAL FORM

### SECTION I - GENERAL INFORMATION

1. Contractor: Florida Department of Transportation / SCTPO		2. Amount: N/A
3. Fund/Account #:	4. Department Name: County Managers Office	
5. Contract Description: Intergovernmental Coordination and Review (ICAR) Agreement		
6. Contract Monitor: Cathy Lively		8. Contract Type:
7. Dept/Office Director: Frank Abbate		INTERGOVT/STATE <input type="checkbox"/>
9. Type of Procurement: Other <input type="checkbox"/>		

### SECTION II - REVIEW AND APPROVAL TO ADVERTISE

#### APPROVAL

COUNTY OFFICE	YES	NO	SIGNATURE
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Purchasing	<input type="checkbox"/>	<input type="checkbox"/>	
Risk Management	<input type="checkbox"/>	<input type="checkbox"/>	
County Attorney	<input type="checkbox"/>	<input type="checkbox"/>	

### SECTION III - REVIEW AND APPROVAL TO EXECUTE

#### APPROVAL

COUNTY OFFICE	YES	NO	SIGNATURE
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Lively, Cathy <small>Digitally signed by Lively, Cathy Date: 2022.03.25 09:06:22 -0400</small>
Purchasing	<input type="checkbox"/>	<input type="checkbox"/>	
Risk Management	<input type="checkbox"/>	<input type="checkbox"/>	
County Attorney	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Robin Beyer 3/25/22

### SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

CM DATABASE REQUIRED FIELDS	Complete ✓
Department Information	<input type="checkbox"/>
Department	<input type="checkbox"/>
Program	<input type="checkbox"/>
Contact Name	<input type="checkbox"/>
Cost Center, Fund, and G/L Account	<input type="checkbox"/>
Vendor Information (SAP Vendor #)	<input type="checkbox"/>
Contract Status, Title, Type, and Amount	<input type="checkbox"/>
Storage Location (SAP)	<input type="checkbox"/>
Contract Approval Date, Effective Date, and Expiration Date	<input type="checkbox"/>
Contract Absolute End Date (No Additional Renewals/Extensions)	<input type="checkbox"/>
Material Group	<input type="checkbox"/>
Contract Documents Uploaded in CM database (Contract Form with County Attorney/ Risk Management/ Purchasing Approval; Signed/Executed Contract)	<input type="checkbox"/>
"Right To Audit" Clause Included in Contract	<input type="checkbox"/>
Monitored items: Uploaded to database (Insurance, Bonds, etc.)	<input type="checkbox"/>

BREVARD COUNTY  
BOARD OF COUNTY COMMISSIONERS

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9. Type of Procurement: Other <input type="checkbox"/>			

### SECTION II - REVIEW AND APPROVAL TO ADVERTISE

#### APPROVAL

<u>COUNTY OFFICE</u>	<u>YES</u>	<u>NO</u>	<u>SIGNATURE</u>
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Purchasing	<input type="checkbox"/>	<input type="checkbox"/>	
Risk Management	<input type="checkbox"/>	<input type="checkbox"/>	
County Attorney	<input type="checkbox"/>	<input type="checkbox"/>	

### SECTION III - REVIEW AND APPROVAL TO EXECUTE

#### APPROVAL

<u>COUNTY OFFICE</u>	<u>YES</u>	<u>NO</u>	<u>SIGNATURE</u>
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Lively, Cathy <small>Digitally signed by Lively, Cathy Date: 2022.03.25 09:06:22 -04'00'</small>
Purchasing	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Risk Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Wilson, Shannon <small>Digitally signed by Wilson, Shannon Date: 2022.03.25 16:19:04 -04'00'</small>
County Attorney	<input type="checkbox"/>	<input type="checkbox"/>	

### SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

CM DATABASE REQUIRED FIELDS	Complete <input checked="" type="checkbox"/>
Department Information	<input type="checkbox"/>
Department	<input type="checkbox"/>
Program	<input type="checkbox"/>
Contact Name	<input type="checkbox"/>
Cost Center, Fund, and G/L Account	<input type="checkbox"/>
Vendor Information (SAP Vendor #)	<input type="checkbox"/>
Contract Status, Title, Type, and Amount	<input type="checkbox"/>
Storage Location (SAP)	<input type="checkbox"/>
Contract Approval Date, Effective Date, and Expiration Date	<input type="checkbox"/>
Contract Absolute End Date (No Additional Renewals/Extensions)	<input type="checkbox"/>
Material Group	<input type="checkbox"/>
Contract Documents Uploaded in CM database (Contract Form with County Attorney/ Risk Management/ Purchasing Approval; Signed/Executed Contract)	<input type="checkbox"/>
"Right To Audit" Clause Included in Contract	<input type="checkbox"/>
Monitored items: Uploaded to database (Insurance, Bonds, etc.)	<input type="checkbox"/>



April 6, 2022

**M E M O R A N D U M**

**TO:** Georganna Gillette, Space Coast Transportation Planning Office, Executive Director

**RE:** Item F.8., Space Coast Transportation Planning Office (SCTPO) Intergovernmental Coordination and Review (ICAR) Agreement

The Board of County Commissioners, in regular session on April 5, 2022, executed and approved the SCTPO ICAR Agreement. Enclosed are two executed Agreements.

**Upon execution by all parties, please return a fully-executed Agreement to this office for inclusion in the official minutes.**

Your continued cooperation is greatly appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS  
RACHEL M. SADOFF, CLERK

*for: Denna Scott*  
Kimberly Powell, Clerk to the Board

/ds

Encls. (2)

cc: County Manager

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

525-010-03  
POLICY PLANNING  
OGC - 01/18  
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THIS JOINT PARTICIPATION AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the FLORIDA DEPARTMENT OF TRANSPORTATION (the "Department"); the SPACE COAST TRANSPORTATION PLANNING ORGANIZATION, an agency of the State of Florida organized and operating pursuant to Section 339.175, Florida Statutes; the EAST CENTRAL FLORIDA REGIONAL PLANNING COUNCIL, a public body (hereinafter the "Regional Planning Council"); the BREVARD COUNTY SCHOOL BOARD, a public body (hereinafter the "School Board"); the CANAVERAL PORT AUTHORITY, a public body (hereinafter the "Port Authority"); SPACE FLORIDA, a body politic and corporate (hereinafter the "Space Florida"); the CENTRAL FLORIDA EXPRESSWAY AUTHORITY (hereinafter the "Expressway Authority"); CITY OF MELBOURNE AIRPORT AUTHORITY, a/k/a the MELBOURNE/ORLANDO INTERNATIONAL AIRPORT AUTHORITY, a public body (hereinafter the "Orlando/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 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 Section 134 and Title 49 United States Code (USC) Section 5303 and any subsequent applicable amendments, require 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 urbanized areas to develop and implement plans and programs consistent with the comprehensively planned development of the metropolitan area;

WHEREAS, Title 23 USC §134, Title 49 USC § 5303, and Section 339.175, Florida Statutes (F.S.), provide for the creation of metropolitan planning organizations to develop transportation plans and programs for urbanized areas;

WHEREAS, Title 23 Code of Federal Regulations (CFR) §450 requires that the State, the Metropolitan 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 multimodal, systems-level corridor and subarea planning studies pursuant to 23 CFR §450) and programming;

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

WHEREAS, pursuant to 23 USC §134, 49 USC §5303, 23 CFR §450, and Section 339.175 F.S., the Space Coast Transportation Planning Organization, hereinafter referred to as the Metropolitan Planning Organization or MPO, 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 Metropolitan Planning Organization;

WHEREAS, pursuant to the Restated Interlocal Agreement for Creation of the Transportation Planning Organization executed on July 18, 2014 recorded and filed on July 15, 2014, in Official Records Book 7166, Page 2144, 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, 2005-320, 2008-288, 2011-258 and 2014-241, 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 Authority") 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 F.S., the MPO shall execute and maintain an agreement with the metropolitan and regional intergovernmental coordination and review agencies serving the Metropolitan Planning Area;

WHEREAS, the 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 Planning Area;

WHEREAS, pursuant to Section 186.504, F.S., and Chapter 29 Rule 29F-1.101, Florida Administrative Code (FAC), the Regional Planning Council, or the RPC, was established and operates with a primary purpose of intergovernmental coordination and review;

WHEREAS, pursuant to Section 186.505, F.S., the RPC is to review plans of metropolitan planning organizations to identify inconsistencies between those agencies' plans and applicable local government comprehensive plans adopted pursuant to Chapter 163, F.S.;

WHEREAS, the RPC, pursuant to Section 186.507, F.S., 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 RPC statutory mandate to identify inconsistencies between plans of metropolitan planning organizations and applicable local government comprehensive plans, and to prepare and adopt a Strategic Regional Policy Plan, the RPC is appropriately situated to assist in the intergovernmental coordination of the transportation planning process;

WHEREAS, pursuant to Section 186.509, F.S., and Chapter 29 F-3, FAC, the RPC 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 can be useful in resolving conflicts and disputes arising in the transportation planning process;

WHEREAS, pursuant to Title 23 CFR §450 and Section 339.175, F.S., the MPO 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, seaport planning (including multimodal, systems-level corridor and subarea planning studies pursuant to 23 CFR §450) and programming will be part of the comprehensively planned development of the Metropolitan Planning Area;

WHEREAS, it is in the public interest that the MPO, 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 Planning Area;

WHEREAS, the undersigned parties have determined that this Agreement satisfies the requirements of and is consistent with Title 23 CFR §450 and Section 339.175 F.S.; and

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

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

## **ARTICLE 1**

### **RECITALS; DEFINITIONS**

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

Section 1.02. Definitions. The following words when used in this Agreement (unless the context 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 shall mean and refer to studies involving major investment decisions or as otherwise identified in Title 23 CFR §450.

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

Expressway Authority means the Central Florida Expressway Authority created and operating pursuant to the Central Florida Expressway Authority Law, Section 348.751 *et seq.*, Florida Statutes.

FHWA means and refers to the Federal Highway Administration.

Long Range Transportation Plan (LRTP) is the 20-year transportation planning horizon 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 activities; and, in ozone/carbon monoxide nonattainment areas is coordinated with the State Implementation Plan, all as required by Title 23 USC §134, Title 49 USC §5303, Title 23 CFR §450, and Section 339, F.S.

Metropolitan Planning Area means and refers to the planning area as determined by agreement between the MPO and the Governor for the urbanized areas designated by the United States Bureau of the Census as described in 23 USC §134, 49 USC §5303, and Section 339.175, F.S., and including the existing urbanized area and the contiguous area expected to become urbanized within a 20-year forecast period, which shall be subject to the Metropolitan Planning Organization's planning authority. In the case of the Space Coast Transportation Planning organization, all of Brevard County is located within the Metropolitan Planning Area.

Metropolitan Planning Organization (MPO) means and refers to the Metropolitan Planning Organization which was formed pursuant to the Restated Interlocal Agreement of the Transportation Planning Organization recorded on July 15, 2014, in Official Records Book 7166, Page 2144, Public Records of Brevard County, Florida, as amended from time to time, which Interlocal Agreement is as described in Title 23 USC §134, Title 49 USC §5303, and Section 339.175, F.S.

Regional Planning Council means and refers to the East Central Florida Regional Planning Council created pursuant to Section 166.504, F.S., and identified in Chapter 29F-1.001, FAC.

Transportation Improvement Program (TIP) is the staged multi-year program of transportation improvement projects developed by a metropolitan planning organization consistent with the Long-Range Transportation Plan, developed pursuant to Titles 23 USC §134, 49 USC §5303, 23 CFR §450 and Section 339.175, F.S.

TPO means the Space Coast Transportation Planning Organization, an agency of the State of Florida organized and operating pursuant to Section 339.175, Florida Statutes.

Unified Planning Work Program (UPWP) is a biennial program developed in cooperation with the Department and public transportation providers, that identifies the planning priorities and



activities to be carried out within a metropolitan planning area to be undertaken during a 2-year period, together with a complete description thereof and an estimated budget, as required by Title 23 CFR §450, and Section 339.175, F.S.

## **ARTICLE 2**

### **PURPOSE**

Section 2.01. Coordination with public transportation system operators. This Agreement is to provide for cooperation between the MPO, the Department, the Transit Authority, the Port Authority, the Aviation Authority, the School Board, Space Florida, Expressway Authority, TICO Authority, and Valkaria Airport in the development and preparation of the UPWP, the TIP, the LRTP, and any applicable Corridor or Subarea Studies.

Section 2.02. Intergovernmental coordination; Regional Planning Council. Further, this Agreement is to provide a process through the RPC for intergovernmental coordination and review and identification of inconsistencies between proposed MPO transportation plans and local government comprehensive plans adopted pursuant to Chapter 163, F.S., and reviewed by the Division of Community Development within the Florida Department of Economic Opportunity.

Section 2.03. Dispute resolution. This Agreement also provides a process for conflict and dispute resolution through the RPC.

## **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 MPO shall cooperate with the Transit Authority, Port Authority, Aviation Authority, School Board, Space Florida, TICO Authority, the Expressway Authority, and Valkaria Airport to optimize the planning and programming of an integrated and balanced intermodal transportation system for the Metropolitan Planning Area.
- (b) The MPO shall implement a continuing, cooperative, and comprehensive transportation planning process that is consistent, to the maximum extent feasible, with port, aviation, and spaceport master plans, and public transit development plans of the units of local governments whose boundaries are within the Metropolitan Planning 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 MPO may include, but shall include no later than July 6, 2017 if within a transportation management area, 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 pursuant to Federal regulations. The representatives of the major modes or systems of transportation may be accorded voting member, or non-voting advisor, status. In the Metropolitan Planning 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 MPO, the MPO may request the Governor to designate said authority or agency as a voting member of the MPO in accordance with the

requirements of Section 339.175, F.S. If the new member would significantly alter local government representation in the MPO, the MPO shall propose a revised apportionment plan to the Governor to ensure voting membership on the MPO to an elected official representing public transit authorities which have been, or may be, created by law.

The MPO shall ensure that representatives of ports, transit authorities, rail authorities, and airports within the Metropolitan Planning Area are provided membership on the MPO Technical Advisory Committee.

**Section 3.02. Preparation of transportation related plans.**

- (a) Although the adoption or approval of the UPWP, the TIP, and the LRTP is the responsibility of the MPO, development of such plans or programs shall be viewed as a cooperative effort involving the Department, the Transit Authority, the Port Authority, the Expressway Authority, the Aviation Authority, the School Board, Space Florida, TICO Authority and Valkaria Airport. In developing its plans and programs, the MPO shall solicit the comments and recommendations of the parties to this Agreement in the preparation of such plans and programs.
- (b) When preparing the UPWP, the TIP, or the LRTP, or preparing other than a minor amendment thereto (as determined by the MPO), the MPO shall provide notice to the Department, the Transit Authority, the Port Authority, Aviation Authority, the School Board, Space Florida, the Expressway Authority, TICO Authority and Valkaria Airport, advising them of the scope of the work to be undertaken and inviting comment and participation in the development process. The MPO shall ensure that the chief operating officials of the Department, the Transit Authority, the Port Authority, the Expressway Authority, the Aviation Authority, the School Board, Space Florida, TICO Authority and Valkaria Airport, shall receive at least fifteen (15) days written notice of all public workshops and hearings, or the specified number of days set forth in the TPO bylaws, or public participation plan, 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, LRTP, or Corridor or Subarea studies, or preparing other than a minor amendment thereto (as determined by the MPO), the MPO, Space Coast Area Transit, School Board, Port Authority, Space Florida, the Orlando/Melbourne Airport Authority, TICO Authority, and Valkaria Airport shall analyze for each local government in the Metro Area:
    - (i) each comprehensive plan's future land use element;
    - (ii) the goals, objectives, and policies of the comprehensive plan; and
    - (iii) the zoning, of each local government in the Metropolitan Planning Area.
  - (2) Based upon the foregoing review and a consideration of other growth management factors, the MPO, the Transit Authority, the Port Authority, Aviation Authority, School Board, Space Florida, TICO Authority and Valkaria Airport, shall provide written recommendations to local governments in the Metropolitan Planning Area

in the development, amendment, and implementation of their comprehensive plans. A copy of the recommendations shall be sent to the RPC.

- (3) The MPO agrees that, to the maximum extent feasible, the LRTP and the projects and project phases within the TIP shall be consistent with the future land use element and goals, objectives, and policies of the comprehensive plan of the applicable local governments in the Metropolitan Planning Area. If the MPO's TIP is inconsistent with a local government comprehensive plan, the MPO shall so indicate, and the MPO shall present, as part of the TIP, justification for including the project in the program.
- (d) Multi-modal transportation agency plans.
- (1) In developing the TIP, the LRTP, or Corridor or Subarea studies, or preparing other than a minor amendment thereto (as determined by the TPO), the TPO shall analyze the master plans of the Canaveral Port Authority, the School Board, Space Florida, Orlando/Melbourne Airport Authority, the Expressway Authority, SCAT, TICO Authority and Valkaria Airport. Based upon the foregoing review and a consideration of other transportation-related factors, the TPO, shall from time to time and as appropriate, provide recommendations to the parties to this Agreement as well as local governments within the Metropolitan Planning 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 MPO with regard to development, amendment, and implementation of the plans, programs, and studies.
  - (3) The MPO 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.

#### **ARTICLE 4**

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

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

- (a) Within 30 days of receipt, the RPC shall review the draft TIP, LRTP, Corridor and Subarea studies, or amendments thereto, as requested by the MPO, to identify inconsistencies between these plans and programs and applicable local government comprehensive plans adopted pursuant to Chapter 163, F.S., for counties and cities within the Metropolitan Planning Area and the adopted Strategic Regional Policy Plan.
  - (1) The parties recognize that, pursuant to Florida law, the LRTP and the TIP of the MPO must be considered by municipalities and counties within the Metropolitan Planning Area in the preparation, amendment, and update/revision of their

comprehensive plans. Further, the LRTP and the projects and project phases within the TIP are to be consistent with the future land use element and goals, objectives, and policies of the comprehensive plans of local governments in the Metropolitan Planning Area. Upon completion of its review of a draft TIP or LRTP, the RPC shall advise the MPO and each county or city and Port Authority of its findings;

- (2) The RPC shall advise the MPO in writing of its concerns and identify those portions of the submittals which need to be reevaluated and potentially modified, if the RPC review identifies inconsistencies between the draft TIP or LRTP and local comprehensive plans; and
  - (3) Upon final adoption of the proposed Transportation Improvement Program, Long-Range Transportation Plan, Corridor and Subarea Studies, or amendments thereto, the MPO may request that the RPC 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 RPC, the MPO will identify the change in the final adopted plan intended to resolve the adverse comment, or alternatively, the MPO shall identify the reason for not amending the plan as suggested by the RPC.
- (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:

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

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

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

Section 5.04. 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 the parties hereto shall examine the terms hereof and agree to amend the provisions or reaffirm the same in a timely manner. However, the failure to amend or to reaffirm the terms of this Agreement shall not invalidate or otherwise terminate this Agreement.
- (b) Withdrawal procedure. Any party may withdraw from this Agreement after presenting in written form a notice of intent to withdraw to the other parties to this Agreement and the MPO, 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 – Building B  
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*

*Executive Director  
Central Florida Expressway Authority  
4979 ORL Tower Road  
Orlando, FL 32807*

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 be 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 MPO 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 MPO, 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.

Section 6.12. Data, records, reports and other documents. Subject to the right to claim an exemption from the Florida Public Records Law, Chapter 119, F.S., the parties shall provide to each other such data, reports, records, contracts, and other documents in its possession relating to the MPO as is requested. Charges are to be in accordance with Chapter 119, F.S.

**Section 6.13. Termination of Existing Agreement.** The existing Intergovernmental Coordination and Review and Public Transportation Coordination Joint Participation Agreement recorded on June 12, 2017, in Official Records Book 7935, Page 2658, Public Records of Brevard County, Florida, is hereby terminated and replaced by this Agreement.

***This space is intentionally left blank. Signatories begin on following pages.***



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

DEPARTMENT OF TRANSPORTATION,  
an agency of the State Florida created  
pursuant to Section 20.23, Florida Statues by  
and through its authorized District Secretary

By: \_\_\_\_\_

Name: Andrea Young

Title: Chair, Space Coast TPO

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: District Secretary

Attest:

\_\_\_\_\_  
Name: \_Georganna Gillette

Title: Space Coast TPO, Executive Director

Date: \_\_\_\_\_

Attest:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Executive Secretary

(Seal)

Date: \_\_\_\_\_

(Seal)

Reviewed:

\_\_\_\_\_  
District Counsel

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 COUNTY SCHOOL BOARD,  
a public body

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Title:

\_\_\_\_\_  
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:

EAST CENTRAL FLORIDA REGIONAL  
PLANNING COUNCIL, a body politic

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:

CANAVERAL PORT 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:

CITY OF MELBOURNE AIRPORT  
AUTHORITY, d/b/a MELBOURNE ORLANDO  
INTERNATIONAL AIRPORT AUTHORITY, a  
public body

Attest:

By: \_\_\_\_\_

Name: Greg Donovan

Title: Executive Director

\_\_\_\_\_  
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:

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

By: 

Name: Kristine Zonka

Title: Chair

As approved by the Board on

April 5, 2022

Attest: 

Name: Rachel Sadoff

Rachel Sadoff

Title: Clerk of Courts

Clerk of Courts

Date: April 8, 2022

April 8, 2022

(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: \_\_\_\_\_

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:

CENTRAL FLORIDA EXPRESSWAY AUTHORITY,  
a body politic

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

(SEAL)