

**SEMINOLE COUNTY/METROPLAN ORLANDO
FUNDING AGREEMENT FOR 2003-2004**

THIS AGREEMENT, is made and entered into this ___ day of _____, 2003, by and between SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is the Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771 (hereinafter referred to as the "COUNTY") and the ORLANDO URBAN AREA METROPOLITAN PLANNING ORGANIZATION, d/b/a METROPLAN ORLANDO, A REGIONAL TRANSPORTATION PARTNERSHIP, a metropolitan planning organization, whose address is 315 Robinson Street, Suite 355, Orlando, Florida 32801 (hereinafter referred to as "METROPLAN ORLANDO").

W I T N E S S E T H:

WHEREAS, metropolitan planning organizations (MPO) are the lead transportation planning agencies in urban areas throughout the United States; and

WHEREAS, the Transportation Equity Act For The 21st Century of 1998 (TEA 21) provides MPOs with the authority and responsibility for transportation planning and funding; and

WHEREAS, the quality of life and economic vitality of our community depend on coordinating transportation issues and developing complementary plans and policies; and

WHEREAS, METROPLAN ORLANDO has the lead role in formulating regional transportation plans and programs and coordinating

transportation issues among local entities and the Florida Department of Transportation (FDOT); and

WHEREAS, METROPLAN ORLANDO has adopted the following Mission Statement:

METROPLAN ORLANDO shall provide leadership in planning and promoting a comprehensive intermodal surface transportation system that will provide for regional mobility, encourage a positive investment climate, and foster sustainable development sensitive to community and natural resources. METROPLAN ORLANDO shall achieve this mission by:

- (a) Preparing and maintaining up-to-date transportation plans;
- (b) Setting priorities for investing transportation resources to implement adopted regional plans;
- (c) Shaping and communicating a regional perspective on transportation issues;
- (d) Competing nationally and statewide for additional financial resources;
- (e) Building strong alliances with the business community and residents of the region;
- (f) Coordinating planning efforts with Federal, State and local governments and other transportation agencies; and
- (g) Recruiting and retaining top quality staff and consultants.

WHEREAS, the COUNTY desires to enter into this Agreement with METROPLAN ORLANDO to provide it with funding to support the functions necessary to achieve METROPLAN ORLANDO's role in

planning and funding the Orlando Urban Area Transportation System.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the COUNTY and METROPLAN ORLANDO agree as follows:

Section 1. Recitals. The COUNTY and METROPLAN ORLANDO hereby declare that the recitals set forth above are true and correct and incorporated herein.

Section 2. Metroplan Orlando Requirements. METROPLAN ORLANDO agrees to provide, complete and/or satisfy the following tasks for the benefit of the citizens of the Orlando Urban Area, including Seminole County:

- (a) Prepare and maintain up-to-date transportation plans;
- (b) Establish priorities for investing transportation resources to implement adopted regional plans;
- (c) Form and communicate to the public a regional perspective on transportation issues;
- (d) Apply for and aggressively pursue all available national and State financial resources;
- (e) Build alliances between local business communities and the residents of Seminole County;

(f) Coordinate Metroplan Orlando planning efforts with Federal, State and local governments and other transportation agencies; and

(g) METROPLAN ORLANDO agrees to provide the COUNTY on a quarterly basis commencing October 1, 2003, a written operational report which will include an accounting of all Unified Planning Work Program Tasks for the quarter. The report shall identify each program task, the costs allocated to the task, and the percentage of the task completed. Each quarterly report shall be cumulative.

Section 3. COUNTY Requirements. The COUNTY agrees to allocate TWO HUNDRED TWENTY-SIX THOUSAND FIVE HUNDRED FORTY-TWO AND NO/100 DOLLARS (\$226,542.00) to METROPLAN ORLANDO from the County's fiscal year 2003-04 budget, to be utilized by METROPLAN ORLANDO during its fiscal year 2003-2004 in accordance with this Funding Agreement. Said funds shall be paid to METROPLAN ORLANDO on a semi-annual basis. The first payment of ONE HUNDRED THIRTEEN THOUSAND TWO HUNDRED SEVENTY-ONE AND NO/100 DOLLARS (\$113,271.00) shall be paid during the first quarter of the fiscal year which begins October 1, 2003. The second payment of ONE HUNDRED THIRTEEN THOUSAND TWO HUNDRED SEVENTY-ONE AND NO/100 DOLLARS (\$113,271.00) shall occur on or before April 1, 2004. The funding provided to METROPLAN ORLANDO by the COUNTY is contingent upon funding by all local governments who

are represented on METROPLAN ORLANDO; such funding being equal to SEVENTY-FIVE CENTS (\$.75) per capita based on the most recent estimates of population within each local government's jurisdiction as provided by the Bureau of Economic and Business Research, University of Florida.

Section 4. Effective date, Term. The effective date of this Agreement shall be the date of signature by the last party to sign this Agreement. The terms of this Agreement shall commence on the effective date and terminate on September 30, 2004.

Section 5. Interpretation. The headings contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement.

Section 6. Negotiations. The parties to this Agreement acknowledge that all terms of this Agreement were negotiated at arms length and that this Agreement and all documents executed in connection herewith were prepared and executed without undue influence exerted by any party or on any party. Further, this Agreement was drafted jointly by all parties, and no parties are entitled to the benefit of any rules of construction with respect to the interpretation of any terms, conditions, or provisions of this Agreement in favor of or against any person or party who drafted this Agreement.

Section 7. Miscellaneous.

(a) This Funding Agreement constitutes the entire agreement between the parties with respect to the specific matters contained herein and supersedes all previous discussions, understandings and agreements, written or oral, between the parties hereto. Any amendments to or waivers of the provisions herein shall be made by the parties in writing. No other agreement, oral or otherwise, regarding the subject matter of this Funding Agreement shall be deemed to exist or to bind either party hereto.

(b) If any sentence, phrase, paragraph, provision or portion of this Funding Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed an independent provision and such holding shall not affect the validity of the remaining portions hereto.

(c) The parties hereby acknowledge that they have freely and voluntarily entered into this Funding Agreement and that each party has been given the opportunity to receive the advice of independent legal counsel for all negotiations in connection with this Funding Agreement.

Section 8. Controlling Laws.

(a) This Funding Agreement and the provisions contained herein shall be construed, controlled and interpreted according

to the laws of the State of Florida, and all duly adopted ordinances, regulations and policies of the COUNTY now in effect and those hereinafter adopted.

(b) The locations for settlement of any and all law suits, claims, controversies or disputes arising out of or relating to any part of this Agreement, or any breach thereof, shall be Seminole County, Florida.

(c) The parties to this Funding Agreement agree to comply with all applicable Federal, State and local laws, ordinances, rules and regulations pertaining to this Agreement.

Section 9. Binding Nature of Agreement. This Agreement shall be binding only between the COUNTY and METROPLAN ORLANDO.

Section 10. Notices. All notices, consents, approvals, waivers and deletions which any party shall be required or shall desire to make or give under this Agreement shall be in writing and shall be sufficient only when mailed by certified mail, first class postage affixed, addressed as follows:

COUNTY

County Manager
Seminole County Services Building
1101 East First Street
Sanford, Florida 32771

METROPLAN ORLANDO

Executive Director
METROPLAN ORLANDO
315 East Robinson Street, #355
Orlando, Florida 32801

Section 11. Audit and Record Keeping Procedures.

METROPLAN ORLANDO shall keep and maintain all records related to this Funding Agreement and the services rendered pursuant to this Funding Agreement for the period required by the State of Florida General Records Schedule GS1-L for Local Government Agencies or other applicable State law, whichever is lesser. Said records shall be made available to the public for inspection, examination and copying pursuant to the terms of Chapter 119, Florida Statutes. If any litigation, claim or audit is commenced, said records shall be maintained until all litigation, including appeals, claims or audits have been concluded or resolved.

Section 12. Conflict of Interest. METROPLAN ORLANDO agrees that it will not contract for or accept employment for the performance of any work or services with any individual, business, corporation or government unit that would create a conflict of interest in the performance if its obligation pursuant to this Agreement with the COUNTY; provided, this provision shall not be interpreted so as to inhibit or prevent METROPLAN ORLANDO from otherwise exercising its powers and responsibilities under Federal or State law. Additionally, METROPLAN ORLANDO agrees that it shall not participate in or cause a conflict of interest to exist as set forth in Part III,

Chapter 112, Florida Statutes, relative to any performance accomplished in accordance with the terms of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement as of the day and year above written.

ORLANDO URBAN AREA
METROPOLITAN PLANNING
ORGANIZATION, d/b/a METROPLAN
ORLANDO, A REGIONAL
TRANSPORTATION PARTNERSHIP

WITNESS:

Virginia L. Whittington
Print Name: Virginia L. Whittington

By: Harold W. Barley
HAROLD W. BARLEY
Executive Director

Print Name: _____

Date: 8-15-03

(Corporate Seal)

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
DARYL G. MCLAIN, Chairman

Date: _____

For the use and reliance
of Seminole County only.
Approved as to form and
legal sufficiency.

As authorized for execution by
the Board of County Commis-
sioners at their regular
Meeting of _____, 20__.

County Attorney

KC/gn
8/12/03
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