



Lake County

Sumter County

Town of Astatula

City of Bushnell

City of Center Hill

City of Clermont

City of Coleman

City of Eustis

City of Fruitland Park

City of Groveland

Town of
Howey-in-the-Hills

Town of Lady Lake

City of Leesburg

City of Mascotte

City of Minneola

Town of Montverde

City of Mount Dora

City of Tavares

City of Umatilla

City of Webster

City of Wildwood

Florida Central
Railroad

Lake County Schools

Sumter County Schools

February 24, 2017

Ms Brenda Brasher
Town Clerk
Town of Howey-in-the-Hills
P.O. Box 128.
Howey-in-the-Hills, FL 34737

RE: Inter-local Agreement between the Lake~Sumter MPO
and the Town of Howey-in-the-Hills

Dear Ms Brasher,

Enclosed is a copy of the Lake~Sumter MPO FY2017-2018 Interlocal Agreement document. Please ensure that this item is placed on the Town of Howey-in-the-Hills Council meeting agenda for approval at their next scheduled meeting, then return the signed document to our office by Tuesday April 18, 2017.

This document will be presented to the Lake~Sumter MPO Governing Board at their April 26, 2017 meeting so please return the signed Interlocal Agreement to the Lake~Sumter MPO office (see address at the bottom of this page). If you have any questions please contact me using the information given below.

Thank you,

Brian R. Hutt
Lake-Sumter MPO
TMS Project Manager
(352) 375-0170 Ext. 3

"Promoting Regional Transportation Partnerships"
www.LakeSumterMPO.com

1616 South 14th Street, Leesburg, Florida 34748
Phone (352) 315-0170 – Fax (352) 315-0993

**INTERLOCAL AGREEMENT BETWEEN
THE LAKE-SUMTER METROPOLITAN PLANNING ORGANIZATION (MPO),
LAKE COUNTY, FLORIDA, AND SUMTER COUNTY, FLORIDA,
AND THE MUNICIPALITIES OF ASTATULA, CLERMONT, EUSTIS,
FRUITLAND PARK, GROVELAND, HOWEY-IN-THE-HILLS, LADY LAKE,
LEESBURG, MASCOTTE, MINNEOLA, MONTVERDE,
MOUNT DORA, TAVARES, AND UMATILLA
FOR FUNDING AND IMPLEMENTATION OF THE TRANSPORTATION
MANAGEMENT SYSTEM AND FOR CREATION AND MANAGEMENT OF
A FUND FOR NON-GRANT-ELIGIBLE EXPENSES**

THIS INTERLOCAL AGREEMENT entered on the date indicated below is by and between the LAKE-SUMTER METROPOLITAN PLANNING ORGANIZATION, hereinafter referred to as the “MPO” and LAKE COUNTY, FLORIDA, a political subdivision of the State of Florida, SUMTER COUNTY, FLORIDA, a political subdivision of the State of Florida and ASTATULA, CLERMONT, EUSTIS, FRUITLAND PARK, GROVELAND, HOWEY-IN-THE-HILLS, LADY LAKE, LEESBURG, MASCOTTE, MINNEOLA, MONTVERDE, MOUNT DORA, TAVARES, AND UMATILLA, Florida municipal corporations, collectively referred to as the “parties”. For purposes of this Agreement, the counties and municipalities that are parties to this Agreement are collectively referred to as “the local governments”.

RECITALS

WHEREAS, the MPO was created through an interlocal agreement among Lake County, Sumter County, and the 14 municipalities of Lake County and was approved by Governor Jeb Bush on December 9, 2003; and

WHEREAS, in 2007, an interlocal agreement was approved by the MPO and the member local governments of the MPO to create a locally-funded Transportation Concurrency Management System, which evolved into the current Transportation Management System (TMS); and

WHEREAS, the MPO was re-designated in 2010 by Governor Charlie Crist to include all of Sumter County and Sumter County’s five municipalities; and

WHEREAS, the MPO is responsible for managing a continuing, cooperative, and comprehensive transportation planning process for Lake County and Sumter County; and

WHEREAS, transportation management is a growth management principle which ensures that necessary transportation facilities and services are available concurrent with the impacts of development; and

WHEREAS, the local governments contemplating new development should assure that adequate roadway capacity is available concurrent with the impacts of the proposed

development and that the proposed development will not degrade the roadway below the adopted level of service standards; and

WHEREAS, the MPO and the local governments wish to ensure that level of service standards for transportation facilities are maintained throughout the counties and municipalities; and

WHEREAS, the MPO and the local governments are working together to develop a centralized TMS that will facilitate effective intergovernmental coordination on transportation facilities; and

WHEREAS, the MPO will, as part of the centralized TMS, maintain the data to be used by the local governments in making their development approval decisions; and

WHEREAS, local funds from the local governments are provided annually to the MPO for consultant and personnel expenditures associated with management of the TMS; and

WHEREAS, these local funds provided to the MPO are collected through an annual invoicing process that coincides with the local governments' fiscal years; and

WHEREAS, the MPO incurs certain costs that are not eligible for reimbursement through federal or state grants; therefore, the MPO requires a local funding source to cover non-grant-eligible expenses; and

WHEREAS, the MPO and the local governments entered into an Interlocal Agreement for the Creation, Funding and Implementation of a Master Transportation Management System Program dated November 5, 2012, and desire to continue the arrangement(s) for services made between the parties; and

WHEREAS, the MPO and the local governments seek to enter into a new agreement regarding the TMS by updating certain provisions and providing clarity concerning funding.

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, and payments hereinafter set forth, and intending to be legally bound, the parties hereby agree as follows:

Article 1. Recitals

1.1 The foregoing recitals are true and correct and incorporated herein by reference.

Article 2. Purposes

- 2.1** The purpose of this Agreement is to implement a centralized database of transportation information that all parties to this Agreement may utilize as part of their individual Transportation Management Systems (TMS) as prescribed within their individual comprehensive plans and land development regulations. Data on development applications, vested and existing development, and traffic count information will be provided to the MPO by the local governments. The MPO will maintain a database and model which will show impacts that proposed development will have on the transportation system and will provide results of such modeling to the local governments. Additionally, the purpose of this Agreement is to provide for the allocation of local funds paid into the TMS to include expenditures not eligible for reimbursement through any federal or state grants received by the MPO.

Article 3. TMS Procedure

- 3.1** In order for the centralized TMS to contain the most current information available, the local governments will provide to the MPO any legally vested trips, any formally reserved trips and certificate of occupancy information. Initial information, to the extent available, shall be provided within ninety (90) days of the effective date of this Agreement, and thereafter during the term of this Agreement on a monthly basis.
- 3.2** The local governments may submit data from any applicant who is seeking a development approval for a project, including the traffic impact analysis, the number of proposed residential units and amount of non-residential square footage by use in accordance with the Institute of Transportation Engineers (ITE) Trip Generation Manual, as amended.
- 3.3** Upon receipt of such data by the MPO, the following procedure shall be implemented in order to provide the certain local government with the information required in a timely fashion:
- 1) Provided the data received is determined to be sufficient to issue a report of findings, the MPO will evaluate the data based upon existing road capacity information, including adopted level of service, existing trips, reserved trips and vested trips, and submit a report of its findings within fifteen (15) business days of receipt of the request.
 - 2) If the local government determines that additional information should be factored into the analysis, it may submit its comments for evaluation to the MPO within fifteen (15) business days of the issuance of the MPO's report for that application.

- 3) The MPO will review additional information submitted by the local government and provide final comments within fifteen (15) calendar days of the submittal of new information.
 - 4) If the facility is designated by the State of Florida as a SIS (Strategic Intermodal System) facility or if the facility is a non-SIS state facility operating at 90 percent (90%) capacity or greater, the Florida Department of Transportation (FDOT) will be consulted for comments on proposed impacts. If no comments are received by the MPO from FDOT within thirty (30) days of the MPO's request, the MPO will issue its report based upon existing data.
- 3.4 The MPO will not make concurrency determinations on behalf of any local government. The MPO will issue a report of findings based on the data maintained by the MPO and the data submitted by the local government. The responsibility to make concurrency determinations and/or recommend approvals or denials of any development applications remains with the local government.
- 3.5 The MPO will, upon written request, assist the local governments in assessing needed changes to a comprehensive plan, policies or land development regulations related to transportation or transportation impacts.

Article 4. Term and Termination

- 4.1 This Agreement shall become effective upon that date of execution of this Agreement by the last party ("effective date").
- 4.2 This Agreement shall remain in effect until terminated by a mutual agreement of the parties to this Agreement, or as otherwise provided by law. Any party may withdraw from this Agreement after presenting, in written form, a notice of intent to withdraw presented to the other parties of this Agreement, at least ninety (90) days prior to the intended date of withdrawal. Upon receipt of the notice of intent to withdraw, the Chairman of the MPO is hereby authorized to enter into a written memorandum with the withdrawing party memorializing the withdrawal of the party from the responsibilities of and services to be provided under the terms of this Agreement. The withdrawing party shall record a copy of the memorandum in the Official Records, at its own cost. Upon execution of such memorandum the withdrawing party will receive no services under this Agreement.
- 4.3 If for any reason this Agreement is terminated in its entirety, the TMS and its associated data in the format at the time of termination will be provided to the member local governments at no additional cost.
- 4.4 The parties agree that the Interlocal Agreement dated November 5, 2012, by and between the parties shall be considered terminated as the effective date of this Agreement.

Article 5. Funding

- 5.1 Each of the local governments will pay the MPO to fund the TMS an amount based upon the local government's population percentage relative to the populations of all the other local governments per an annual budget approved by the MPO by May 31 of each year. Invoicing for local funds shall be conducted by the MPO after October 1 of each year.
- 5.2 The annual budget approved by the MPO by May 31 of each year shall include local funding amounts for the TMS and for the local funds that have been designated to cover the MPO's costs not eligible for federal or state grant reimbursement. The parties acknowledge and agree that local funds collected pursuant to this Agreement may be used by the MPO, at its discretion, to cover non-grant eligible costs and expenses.
- 5.3 In each odd numbered year, the population figures and related contributions will be reviewed and adjusted as necessary for population changes. Funding contributions will be adjusted based upon Bureau of Economic and Business Research (BEBR) population figures. The updated information will be provided to each of the local governments by May 31. The new contribution rates shall become effective October 1.

Article 6. TMS Annual Report

- 6.1 An Annual Report on the status of all facilities included in the TMS shall be published each year and may be used in the MPO annual project prioritization process.

Article 7. General Provisions


- 7.1 This Agreement, and any amendments hereto, may be simultaneously executed in several counterparts, each of which executed shall be an original, and such counterparts together shall constitute one and the same instrument.
- 7.2 Amendments or modifications to this Agreement may only be made by written agreement signed by all parties hereto, with the same formalities as the original Agreement.
- 7.3 This Agreement shall be recorded in the official public records of each county.
- 7.4 If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, it shall be considered deleted, and shall not invalidate the remaining provisions. The Agreement shall be interpreted, construed and governed by the laws of the State of Florida and venue shall lie in Lake County, Florida.

Agreement between MPO, Lake County, Sumter County, et al. for Funding and Implementation of the Transportation Management System and for Creation and Management of a Fund for Non-Grant Eligible Expenses

IN WITNESS WHEREOF, the parties hereto have made and executed this Interlocal Agreement on the respective dates under each signature, each party by and through its authorized representative.

INTERLOCAL AGREEMENT BETWEEN THE LAKE-SUMTER METROPOLITAN PLANNING ORGANIZATION, THE LAKE COUNTY BOARD OF COUNTY COMMISSIONERS , THE SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS, AND THE MUNICIPALITIES OF ASTATULA, CLERMONT, EUSTIS, FRUITLAND PARK, GROVELAND, HOWEY-IN-THE-HILLS, LADY LAKE, LEESBURG, MASCOTTE, MINNEOLA, MONTVERDE, MOUNT DORA, TAVARES, AND UMATILLA FOR FUNDING AND IMPLEMENTATION OF THE TRANSPORTATION MANAGEMENT SYSTEM AND FOR CREATION AND MANAGEMENT OF A FUND FOR NON-GRANT-ELIGIBLE EXPENSES

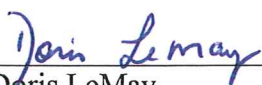
LAKE~SUMTER METROPOLITAN
PLANNING ORGANIZATION



Pat Kelley, Chairman

This 22 day of February, 2017

ATTEST:



Doris LeMay
Executive Assistant

Approved as to Form and Legality:



Melanie Marsh
MPO Attorney

INTERLOCAL AGREEMENT BETWEEN THE LAKE-SUMTER METROPOLITAN PLANNING ORGANIZATION, THE LAKE COUNTY BOARD OF COUNTY COMMISSIONERS , THE SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS, AND THE MUNICIPALITIES OF ASTATULA, CLERMONT, EUSTIS, FRUITLAND PARK, GROVELAND, HOWEY-IN-THE-HILLS, LADY LAKE, LEESBURG, MASCOTTE, MINNEOLA, MONTVERDE, MOUNT DORA, TAVARES, AND UMATILLA FOR FUNDING AND IMPLEMENTATION OF THE TRANSPORTATION MANAGEMENT SYSTEM AND FOR CREATION AND MANAGEMENT OF A FUND FOR NON-GRANT-ELIGIBLE EXPENSES

TOWN OF HOWEY-IN-THE-HILLS

Chris Sears, Mayor

This _____ day of _____, 2017.

ATTEST:

Brenda Brasher
Town Clerk

Approved as to form and legality:

Town Attorney