

**MPO RESOLUTION # 18-09**

**RESOLUTION APPROVING THE FIRST AMENDMENT TO THE SOUTHEAST FLORIDA TRANSPORTATION COUNCIL INTERLOCAL AGREEMENT**

**WHEREAS**, the Interlocal Agreement creating and establishing the Metropolitan Planning Organization (MPO) for the Miami Urbanized Area requires that the MPO provide a structure to evaluate the adequacy of the transportation planning and programming process; and

**WHEREAS**, January 9, 2006, the Miami-Dade MPO entered into an Interlocal Agreement between the Broward County MPO and Palm Beach MPO to create the Southeast Florida Transportation Council (SEFTC) for regional transportation planning and coordination in South Florida as required by Chapters 163.01 and 339.175 of Florida Statutes; and

**WHEREAS**, the voting membership of SEFTC consisted of the MPO Chair of each MPO and an alternate serving in the absence of the respective MPO Chair; and

**WHEREAS**, on January 12, 2009, the SEFTC endorsed an amendment to the Interlocal Agreement relating to the membership designation and powers and duties of the members present, and

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF THE METROPOLITAN PLANNING ORGANIZATION FOR THE MIAMI URBANIZED AREA**, that the attached First Amendment to the Southeast Florida Transportation Council Interlocal Agreement is hereby approved.

The adoption of the foregoing resolution was moved by Board Member Lynda Bell. The motion was seconded by Board Member Bruno A. Barreiro, and upon being put to a vote, the vote was as follows:

**Chairman** Dennis C. Moss-Aye  
**Vice Chairwoman** Perla Tabares Hantman-Aye

Board Member Bruno A. Barreiro	-Aye	Board Member Barbara J. Jordan	-Absent
Board Member Lynda Bell	-Aye	Board Member William H. Kerdyk	-Absent
Board Member Matti Herrera Bower	-Aye	Board Member Joe A. Martinez	-Aye
Board Member Kevin A. Burns	-Aye	Board Member Julio Robaina	-Absent
Board Member Jose "Pepe" Diaz	-Aye	Board Member Dorrin D. Rolle	-Aye
Board Member Audrey M. Edmonson	-Absent	Board Member Marc D. Sarnoff	-Absent
Board Member Shirley M. Gibson	-Nay	Board Member Natacha Seijas	-Aye
Board Member Carlos A. Gimenez	-Absent	Board Member Katy Sorenson	-Aye
Board Member Maritza Gutierrez	-Absent	Board Member Rebeca Sosa	-Absent
Board Member Sally A. Heyman	-Absent	Board Member Javier D. Souto	-Aye

The Chairperson thereupon declared the resolution duly passed and approved this 30<sup>th</sup> day of April, 2009.

**METROPOLITAN PLANNING ORGANIZATION  
M.P.O.**

By Zainab Salim  
Zainab Salim, Clerk  
MPO Secretariat



**FIRST AMENDMENT TO  
INTERLOCAL AGREEMENT CREATING THE SOUTHEAST FLORIDA  
TRANSPORTATION COUNCIL FOR REGIONAL TRANSPORTATION  
PLANNING AND COORDINATION IN SOUTH FLORIDA**

This First Amendment to the Interlocal Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by and between

**MIAMI-DADE METROPOLITAN PLANNING ORGANIZATION** (herein after the MDMPO),

**BROWARD METROPOLITAN PLANNING ORGANIZATION** (herein after the BMPO), and

**PALM BEACH METROPOLITAN PLANNING ORGANIZATION** (herein after the PBMPO); each entity created pursuant to the provisions of Chapters 163.01 and 339.175, Florida Statutes.

W I T N E S S E T H

WHEREAS, Chapter 339.175(6)(j)(2), F.S. provides for creation of an administrative entity to coordinate regional transportation planning goals and activities consistent with federal and state law; and,

WHEREAS, the MDMPO, the BMPO and the PBMPO created a formal mechanism to coordinate transportation planning activities in the South Florida region establishing the Southeast Florida Transportation Council (SEFTC) pursuant to Interlocal Agreement effective January 9<sup>th</sup>, 2006; and

WHEREAS, the parties to this Interlocal Agreement desire to amend the Interlocal Agreement to allow each respective MPO to designate a member other than its Chair to the SEFTC as well as certain other changes.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the MDMPO, the BMPO and the PBMPO agree as follows:

1. The Broward County Metropolitan Planning Organization (BCMPO) is hereby amended and shall be known as the Broward Metropolitan Planning Organization (BMPO).
2. The fifth Whereas clause is hereby amended to provide as follows:

WHEREAS, Chapter 339.175(6)(j)(2), F.S. provides for creation of an administrative entity to coordinate regional transportation

planning goals and activities consistent with federal and state law;  
and,

3. Section 3. Organization, Boundaries and Membership is hereby amended to provide as follows:

Section 3. Organization, Boundaries and Membership. The SEFTC membership shall consist of voting members representing agencies and organizations involved in transportation planning and programming required by Chapter 339.175, F.S. and Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy For Users (SAFETEA-LU) TEA-21 and its successors. The initial boundaries of the SEFTC shall encompass the Miami Urbanized Area as designated by the U. S Bureau of the Census.

The voting membership of the SEFTC shall consist of representatives of the entities charged by federal and state law with the responsibility for transportation planning and shall include the Chair of each Metropolitan Planning Organization who is a party to this aAgreement or such other MPO member who is designated by that respective MPO. In addition, Aan alternate, who is a member of the respective MPO, may be designated by that MPO and shall serve in the absence of the respective Chair, or its designate, with all the powers and duties of the member Chair. Each member shall have one vote. A simple majority of the voting membership shall constitute a quorum and be required to pass motions except as otherwise noted herein.

The SEFTC may appoint committees to review and provide recommendations to the members related to transportation matters of a regional nature. These committees will operate under the same general procedures as the SEFTC.

4. Section 5. Staffing, Professional Services and Financial Support is hereby amended to provide as follows:

Section 5. Staffing, Professional Services and Financial Support. Pursuant to Chapter 339.175(6)(j)(2)(i)(2), F.S. 20082007, the Parties agree that the Directors of the member MPO's will be responsible for carrying out the regional work programs and coordinating process as directed by the SEFTC, provided, however, that should a direction of the SEFTC directly conflict with the officially-adopted policy direction of a member MPO, staff of that MPO may ask that the work in question be performed by staff of some other MPO. Expenses concerning projects assigned to a

lead Metropolitan Planning Organization may be paid by the regional set-aside specified in its Unified Planning Work Program. The provision of professional services to the administrative entity, including legal review, shall be as agreed by the Parties from time to time, with the exception that no legal counsel shall be required to render advice to the entity or representation to the members thereof absent each individual member's waiver of any conflict and authorization of joint representation, as provided for by Florida Bar Rule 4-1.7. Notwithstanding the foregoing, the Parties do not authorize this administrative entity to incur for itself any cost or expense, nor to obtain or retain funds from any source. The entity created by this Agreement is not authorized to conduct any banking or other financial transactions of any kind, nor to receive or disburse any funds. Instead, all financial support for this entity, including the payment of costs and expenses related to its operation, shall be borne by member MPO's, on an equitable basis as decided among the MPO's. The voting members of the SEFTC may, by separate resolution, adopt more specific financial support allocation methods as may be deemed necessary, and may appoint a lead MPO to receive and administer funds for the entity. The Parties agree to work together to seek new sources of funding to assist the member MPO's with the added costs and expenses associated with the operations of this new administrative entity.

5. Except as amended herein all other terms and conditions of the Interlocal Agreement shall remain in full force and effect.
6. This First Amendment shall become effective upon the approval of the parties to this Amendment.

IN WITNESS WHEREOF, the parties herein have executed this First Amendment to the Interlocal Agreement by their duly authorized officials on the respective dates under each signature effective as of the day and year written above.

**FIRST AMENDMENT TO INTERLOCAL AGREEMENT FOR CREATION OF  
THE SOUTHEAST FLORIDA TRANSPORTATION COUNCIL**

**MIAMI-DADE METROPOLITAN PLANNING ORGANIZATION**

ATTEST:

BY:

\_\_\_\_\_  
Secretariat

\_\_\_\_\_  
Chair

Approved as of \_\_\_\_\_ day of 2009.

Approved as to form and legal sufficiency

\_\_\_\_\_  
County Attorney

**FIRST AMENDMENT TO INTERLOCAL AGREEMENT FOR CREATION OF  
THE SOUTHEAST FLORIDA TRANSPORTATION COUNCIL**

**BROWARD METROPOLITAN PLANNING ORGANIZATION**

ATTEST:

BY:

\_\_\_\_\_  
Executive Director

\_\_\_\_\_  
Chair

Approved as of \_\_\_\_\_ day of 2009.

Approved as to form and legal sufficiency.

\_\_\_\_\_  
BMPO Attorney

**FIRST AMENDMENT TO INTERLOCAL AGREEMENT FOR CREATION OF  
THE SOUTHEAST FLORIDA TRANSPORTATION COUNCIL**

**PALM BEACH METROPOLITAN PLANNING ORGANIZATION**

ATTEST:

BY:

\_\_\_\_\_  
Executive Secretary

\_\_\_\_\_  
Chair

Approved as of \_\_\_\_\_ day of 2009.

Approved as to form and legal  
sufficiency.

Approved as to terms and conditions.

\_\_\_\_\_  
County Attorney

\_\_\_\_\_  
Director