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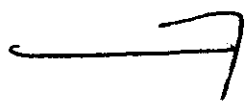
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Document prepared by:  
 Sharon L. Cruz, Deputy County Attorney  
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 115 S. Andrews Avenue, Room 423  
 Ft. Lauderdale, FL 33301

INTERLOCAL AGREEMENT FOR CREATION  
 OF THE BROWARD COUNTY METROPOLITAN  
 PLANNING ORGANIZATION

AMONG

FLORIDA DEPARTMENT OF TRANSPORTATION; the COUNTY OF BROWARD;  
 the TRI-COUNTY COMMUTER RAIL AUTHORITY, the CITY(IES) OF CORAL  
 SPRINGS, DAVIE, FORT LAUDERDALE, HOLLYWOOD, LAUDERHILL,  
 MARGATE, PEMBROKE PINES, PLANTATION, POMPANO BEACH, SUNRISE,  
 TAMARAC, COOPER CITY, DEERFIELD BEACH, HALLANDALE BEACH,  
 LAUDERDALE LAKES, MIRAMAR, NORTH LAUDERDALE, OAKLAND PARK  
 AND PARKLAND; THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA  
 and the BROWARD COUNTY LEAGUE OF CITIES.



Approved B/C 8/31/99 #718  
 Submitted By Co. Attorney Office  
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(38)  
 M/c

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**INTERLOCAL AGREEMENT FOR CREATION OF THE  
BROWARD COUNTY METROPOLITAN PLANNING ORGANIZATION**

FORM 525-010-01  
POLICY PLANNING  
O.C. - 05/98  
Page 1 of 34

THIS INTERLOCAL AGREEMENT is made and entered into this 7<sup>th</sup> day of March, ~~199~~<sup>2000</sup>, by and between the FLORIDA DEPARTMENT OF TRANSPORTATION; the COUNTY OF BROWARD; the TRI-COUNTY COMMUTER RAIL AUTHORITY, the CITY(IES) OF CORAL SPRINGS, DAVIE, FORT LAUDERDALE, HOLLYWOOD, LAUDERHILL, MARGATE, PEMBROKE PINES, PLANTATION, POMPANO BEACH, SUNRISE, TAMARAC, COOPER CITY, DEERFIELD BEACH, HALLANDALE, LAUDERDALE LAKES, MIRAMAR, NORTH LAUDERDALE, OAKLAND PARK AND PARKLAND; the SCHOOL BOARD OF BROWARD COUNTY, FLORIDA and the BROWARD COUNTY LEAGUE OF CITIES.

RECITALS:

WHEREAS, the Federal Government, under the authority of 23 USC Section 134 and Sections 4(a), 5(g)(1), and 8 of the Federal Transit Act [49 USC Subsection 5303], requires that each metropolitan area, as a condition to the receipt of federal capital or operating assistance, have a continuing, cooperative, and comprehensive transportation planning process that results in plans and programs consistent with the comprehensively planned development of the metropolitan area, and stipulates that the State and the metropolitan planning organization shall enter into an agreement clearly identifying the responsibilities for cooperatively carrying out such transportation planning;

WHEREAS, the parties of this Interlocal 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;

WHEREAS, 23 USC Section 134, as amended by the Intermodal Surface Transportation Efficiency Act of 1991, 49 USC Section 5303, 23 CFR Section 450.306, and Section 339.175, Florida Statutes, provide for the creation of metropolitan planning organizations to develop transportation plans and programs for metropolitan areas;

WHEREAS, pursuant to 23 USC Section 134(b), 49 USC Section 5303, 23 CFR Section 450.306(a), and Section 339.175, Florida Statutes, a determination has been made by the Governor and units of general purpose local government representing at least 75% of the affected population in the metropolitan area to designate a metropolitan planning organization;

WHEREAS, Section 339.175, Florida Statutes, has been amended to allow chartered counties with over 1 million population to elect to reapportion its MPO membership provided that the MPO approved the reapportionment plan by a 3/4 vote of its membership, the MPO and the charter county determine that the reapportionment plan is needed to fulfill specific goals and policies applicable to that metropolitan planning area and the charter county determines that the reapportionment plan otherwise complies with all federal requirements pertaining to MPO membership; and

WHEREAS, the above requirements have been met by the Broward County MPO and the Broward County Board of County Commissioners; and

WHEREAS, pursuant to 23 CFR Section 450.306(c), and Section 339.175(1)(b), Florida Statutes, an interlocal agreement must be entered into by the Department and the governmental entities designated for membership on the MPO;

WHEREAS, the interlocal agreement is required to create the metropolitan planning organization and delineate the provisions for operation of the MPO;

WHEREAS, the undersigned parties have determined that this Agreement satisfies the requirements of and is consistent with Section 339.175(1)(b), Florida Statutes;

WHEREAS, pursuant to Section 339.175(1)(b), Florida Statutes, the interlocal agreement must be consistent

OR BK 30444 PG 1279

with statutory requirements set forth in Section 163.01, Florida Statutes, relating to interlocal agreements; and

WHEREAS, the undersigned parties have determined that this Agreement is consistent with the requirements of Section 163.01, Florida Statutes.

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 be and the same hereby incorporated herein and acknowledged to be true and correct to the best of the parties' knowledge. 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 shall clearly indicate the contrary) shall have the following meanings:

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

"Department" shall mean and refer to the Florida Department of Transportation, an agency of the State of Florida created pursuant to Section 20.23, Florida Statutes.

"FHWA" means and refers to the Federal Highway Administration.

"FTA" means and refers to the Federal Transit Administration.

"Long Range Transportation Plan" is the 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 USC Section 134(g), 23 CFR Section 450.322, Section 339.175(6), Florida Statutes.

"Metropolitan Area" means and refers to the planning area as delineated by the MPO for the urbanized area containing at least a population of 50,000 as described in 23 USC Section 134(b)(1), 49 USC Section 5303(c)(1), and Section 339.175, Florida Statutes, which shall be subject to the MPO.

"MPO" means and refers to the metropolitan planning organization formed pursuant to this Agreement.

"Transportation Improvement Program (TIP)" is the transportation document which includes the following components: a priority list of projects and project phases; a list of projects proposed for funding; a financial plan demonstrating how the TIP can be implemented; a listing of group projects; an indication of whether the projects and project phases are consistent with applicable local government comprehensive plans adopted pursuant to Section 163.3161, *et seq.*, Florida Statutes; and an indication of how improvements are consistent, to the maximum extent facilities, with affected seaport and airport master plans and with public transit development plans of the units of local government located within the boundaries of the MPO, all as required by 23 USC Section 134(h), 23 CFR Section 450.324, Section 339.175(7), Florida Statutes.

"Unified Planning Work Program (UPWP)" is the annual plan developed in cooperation with the Department and public transportation providers, that lists all planning tasks to be undertaken during a program year, together with a complete description thereof and an estimated budget, all as required by 23 CFR Section 450.314, and Section 339.175(8), Florida Statutes.

ARTICLE 2  
PURPOSE

Section 2.01. General Purpose. The purpose of this Agreement is to establish the MPO:

- (a) To assist in the development of transportation systems embracing various modes of transportation in a manner that will maximize the mobility of people and goods within and through this metropolitan area of this state and minimize, to the maximum extent feasible for transportation-related fuel consumption and air pollution;
- (b) To develop transportation plans and programs, in cooperation with the Department, which plans and programs provide for the development of transportation facilities that will function as multi-modal and an intermodal transportation system for the metropolitan area,
- (c) To implement and ensure a continuing, cooperative, and comprehensive transportation planning process that results in coordinated plans and programs consistent with the comprehensively planned development of this affected metropolitan area in cooperation with the Department;
- (d) To assure eligibility for the receipt of Federal capital and operating assistance pursuant to 23 USC Section 134 and Sections 4(a), 5(g)(1), and 8 of the Federal Transit Act [49 USC Subsection 5303, 5304, 5305 and 5306]; and
- (e) To carry out the metropolitan transportation planning process, in cooperation with the Department, as required by 23 USC Section 134 and Sections 4(a), 5(g)(1), and 8 of the Federal Transit Act [49 USC Subsection 5303, 5304, 5305 and 5306]; 23 CFR, Parts 420 and 450 and 49 CFR Part 613, Subpart A: and consistent with Chapter 339, Florida Statutes, and other applicable state and local laws.

Section 2.02. Major MPO Responsibilities. The MPO is intended to be a forum for cooperative decision making by officials of the governmental entities which are party to this Agreement in the development of transportation-related plans and programs, including but not limited to:

- (a) The long range transportation plan;
- (b) The transportation improvement program;
- (c) The unified planning work program;
- (d) A congestion management system for the metropolitan area as required by state or federal law;
- (e) Assisting the Department in mapping transportation planning boundaries required by state or federal law;
- (f) Assisting the Department in performing its duties relating to access management, functional classification of roads, and data collection as necessary and appropriate by mutual agreement; and
- (g) Performing such other tasks presently or hereafter required by state or federal law.

Section 2.03. MPO decisions coordinated with FDOT and consistent with comprehensive plans. Chapter 334, Florida Statutes, grants the broad authority for the Department's role in transportation. Section 334.044, Florida Statutes, shows the legislative intent that the Department shall be responsible for coordinating the planning of a safe, viable and balanced state transportation system serving all regions of the State. Section 339.155, Florida Statutes, requires the Department to develop a statewide transportation plan, which considers, to the maximum extent feasible, strategic regional policy plans, MPO plans, and approved local government comprehensive plans. Section 339.175, Florida Statutes, specifies the authority and responsibility of the MPO and the Department in the management

of a continuing, cooperative, and comprehensive transportation planning process for the metropolitan area.

In fulfillment of this purpose and in the exercise of the various powers granted by Chapters 334 and 339, Florida Statutes, the Department and all parties to this Agreement acknowledge that the provisions of the Local Government Comprehensive Planning and Land Development Regulation Act, Sections 163.3161-3215, Florida Statutes, are applicable to this Agreement. The parties to this Agreement shall take particular care that the planning processes and planning integrity of local governments as set forth in aforementioned law shall not be infringed upon.

### ARTICLE 3 MPO ORGANIZATION AND CREATION

Section 3.01. Establishment of MPO. The MPO for the metropolitan area as described in the membership apportionment plan approved by the Governor is hereby created and established pursuant to the Agreement to carry out the purposes and functions set forth in Articles 2 and 5. The legal name of this metropolitan planning organization shall be the BROWARD COUNTY METROPOLITAN PLANNING ORGANIZATION.

Section 3.02. MPO to operate pursuant to law. In the event that any election, referendum, approval, permit, notice, other proceeding or authorization is required under applicable law to undertake any power, duty, or responsibility hereunder, or to observe, assume, or carry out any of the provisions of this Agreement, the MPO will, to the extent of its legal capacity, comply with all applicable laws and requirements.

Section 3.03. Governing board to act as policy-making body of MPO. The governing board established pursuant to Section 4.01 of this Agreement shall be the policy-making body forum of the MPO responsible for cooperative decision-making of actions taken by the MPO. The Governing Board is the policy-making body that is the forum for cooperative decision-making and will be taking the required approval action as the MPO.

Section 3.04. Submission of proceedings: Contracts and other documents. Subject to the right to claim an exemption from the Florida Public Records Law, Chapter 119, Florida Statutes, the parties shall submit to each other such data, reports, records, contracts, and other documents relating to its performance as a member of the metropolitan planning organization as is requested. Charges to be in accordance with Chapter 119, Florida Statutes.

Section 3.05. Rights of review. All parties to this Agreement, and the affected Federal funding agencies (i.e., FHWA, FTA, and FAA) shall have the rights of technical review and comment of MPO projects.

### ARTICLE 4 COMPOSITION: MEMBERSHIP: TERMS OF OFFICE

Section 4.01. Composition and membership of governing board.

(a) The membership of the MPO shall consist of nineteen (19) voting representatives and one (1) non-voting representative. The names of the member local governmental entities and the voting apportionment of the governing board shall be as follows:

Three (3) voting members shall be Broward County Commissioners. One (1) voting member shall be a Broward County Commissioner who is a member of the Tri-County Commuter Rail Authority. Thirteen (13) voting members shall be municipal representatives. For the purpose of determining municipal representation on the MPO, Broward County has been divided into eight (8) municipal districts. In accordance with the plan, the two (2) most populous municipalities in Districts 1, 5 and 6, as designated on Table 1, shall each appoint one (1) of its generally elected officials to be the voting representative for the districts. In Districts 2, 3, and 7 the most populous municipality in each district, as designated on Table 1 shall appoint one (1) of its generally elected officials to be the voting representative for the district. In District 4 and 8 the municipalities of Fort Lauderdale and Hollywood shall

designate two (2) voting representatives each to be district representatives. The next most populous municipality in each district as designated on Table 1 shall appoint a generally elected official to serve as an alternate voting representative for that district, to the MPO. The Broward County League of Cities shall designate one (1) voting member who shall be an elected official from a municipality which does not have a voting member on the MPO. The School Board of Broward County, Florida shall designate two (2) generally elected officials, one (1) as the voting representative and one (1) as the alternate representative to the MPO. The procedures for determining when the alternate may vote shall be provided for in the written rules adopted by the MPO pursuant to this Agreement. FDOT shall be a non-voting member. The MPO membership is set forth on Table 2.

(b) In July of each year, the MPO shall review the population figures for each municipal district based upon the annual population figures provided by the University of Florida. Based upon an increase in population as demonstrated by the population figures provided by the University of Florida, the MPO shall amend Table 1, effective the following October 1st, and request the two most populous municipalities within Districts 1, 5, and 6 and the most populous municipality within Districts 2, 3 and 7 to designate a district representative. The municipality with the next highest population within that municipal district shall appoint a generally elected official to serve as an alternate voting representative for that district.

(c) In the event that a governmental entity that is a member of the MPO fails to fill an assigned appointment to the MPO within sixty (60) days after notification by the Governor of its duty to appoint a representative, that appointment shall be made by the Governor from the eligible individuals of that governmental entity.

Section 4.02. Terms. Except as otherwise provided in Sec. 401(b) above, the term of office of members of the MPO shall be four (4) years. The membership of a member who is a public official automatically terminates upon said official leaving the elective or appointive office for any reason, or may be terminated by a majority vote of the total membership of the governmental entity represented by the member. A vacancy shall be filled by the original appointing entity. A member may be appointed for one or more additional four (4) year terms.

## ARTICLE 5 AUTHORITIES, POWERS, DUTIES AND RESPONSIBILITIES

Section 5.01. General authority. The MPO shall have all authorities, powers and duties, enjoy all rights, privileges, and immunities, exercise all responsibilities and perform all obligations necessary or appropriate to managing a continuing, cooperative, and comprehensive transportation planning process as specified in Section 339.175(4) and (5), Florida Statutes.

Section 5.02. Specific authority and powers. The MPO shall have the following powers and authority:

- (a) As provided in Section 339.175(5)(h), Florida Statutes, the MPO may employ personnel and/or may enter into contracts with local or state agencies and private planning or engineering firms to utilize the staff resources of local and/or state agencies;
- (b) As provided in Section 163.01(14), Florida Statutes, the MPO may enter into contracts for the performance of service functions of public agencies;
- (c) As provided in Section 163.01(5)(j), Florida Statutes, the MPO may acquire, own, operate, maintain, sell, or lease real and personal property;
- (d) As provided in Section 163.01(5)(m), Florida Statutes, the MPO may accept funds, grants, assistance, gifts or bequests from local, State, and Federal resources;
- (e) The MPO may promulgate rules to effectuate its powers, responsibilities, and obligations enumerated herein; provided, that said rules do not supersede or conflict with applicable local and state laws, rules and

regulations; and]

(f) The MPO shall have such powers and authority as specifically provided in Sections 163.01 and 339.175, Florida Statutes, and as may otherwise be provided by federal or state law.

Section 5.03. Duties and responsibilities. The MPO shall have the following duties and responsibilities:

- (a) As provided in Section 339.175(5)(d), Florida Statutes, the MPO shall create and appoint a technical advisory committee;
- (b) As provided in Section 339.175(5)(e), Florida Statutes, the MPO shall create and appoint a citizens' advisory committee;
- (c) As provided in Section 163.01(5)(o), Florida Statutes, the MPO membership shall be jointly and severally liable for liabilities, and the MPO may respond to such liabilities through the purchase of insurance or bonds, the retention of legal counsel, and, as appropriate, the approval of settlements of claims by its governing board;
- (d) As provided in Section 339.175(8), Florida Statutes, the MPO shall establish a budget which shall operate on a fiscal year basis consistent with any requirements of the Unified Planning Work Program;
- (e) The MPO, in cooperation with the Department, shall carry out the metropolitan transportation planning process as required by 23 CFR Part 420 and 450, and 49 CFR Part 613, Subpart A, and consistent with Chapter 339, Florida Statutes, and other applicable state and local laws;
- (f) As provided in Section 339.175(9)(a), Florida Statutes, the MPO shall enter into agreements with the Department, operators of public transportation systems and the metropolitan and regional intergovernmental coordination and review agencies serving the metropolitan area. These agreements will prescribe the cooperative manner in which the transportation planning process will be coordinated and included in the comprehensively planned development of the area;
- (g) Prepare the Long-Range Transportation Plan;
- (h) In cooperation with the Department, prepare the Transportation Improvement Program;
- (i) In cooperation with the Department, prepare and annually update the Unified Planning Work Program;
- (j) Prepare a congestion management system for the metropolitan area;
- (k) Assist the Department in mapping transportation planning boundaries required by state or federal law;
- (l) Assist the Department in performing its duties relating to access management, functional classification of roads, and data collection as necessary and appropriate by mutual agreement;
- (m) Perform such other tasks presently or hereafter required by state or federal law;
- (n) Execute certifications and agreements necessary to comply with state or federal law; and
- (o) Adopt operating rules and procedures.

ARTICLE 6  
FUNDING; INVENTORY REPORT; RECORD-KEEPING

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Section 6.01. Funding. The Department shall allocate to the MPO for its performance of its transportation planning and programming duties, an appropriate amount of federal transportation planning funds.

Section 6.02. Inventory report. The MPO agrees to inventory, to maintain records of and to insure proper use, control, and disposal of all nonexpendable tangible property acquired pursuant to funding under this Agreement. This shall be done in accordance with the requirements of 23 CFR Part 420, Subpart A, 49 CFR Part 18, Subpart C, and all other applicable federal regulations.

Section 6.03. Record-keeping and document retention. The Department and the MPO shall prepare and retain all records in accordance with the federal and state requirements, including but not limited to 23 CFR Part 420, Subpart A, 49 CFR Part 18d, Subpart C, 49 CFR Section 18.42, and Chapter 119, Florida Statutes.

**ARTICLE 7  
MISCELLANEOUS PROVISION**

Section 7.01. 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 7.02. Amendment of Agreement. Amendments or modifications of this Agreement may only be made by written agreement signed by all parties here to with the same formalities as the original Agreement. No amendment may alter the apportionment or jurisdictional boundaries of the MPO without approval by the Governor.

Section 7.03. Duration; withdrawal procedure.

(a) Duration. This Agreement shall remain in effect until terminated by the parties to this Agreement; provided, however, that by no later than five years after the effective date of this Agreement and at least every five (5) years thereafter, the Governor shall examine the composition of the MPO membership and reapportion it as necessary to comply with Section 339.175, Florida Statutes, as appropriate. During examination of the MPO apportionment every five (5) years by the Governor, this Agreement shall be reviewed by the MPO and the Department to confirm the validity of the contents and to recommend amendments, if any, that are required.

(b) Withdrawal procedure. Any party, except the United States Bureau of the Census designated center city(ies), 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 ninety (90) days prior to the intended date of withdrawal. Upon receipt of the intended notice of withdrawal:

(1) The withdrawing member and the MPO shall execute a memorandum reflecting the withdrawal of the member and alteration of the list of member governments that are signatories to this Agreement. The memorandum shall be filed in the Office of the Clerk of the Circuit Court of each county in which a party hereto is located; and

(2) The Office of the Governor shall be contacted, and the Governor, with the agreement of the remaining members of the MPO, shall determine whether any reapportionment of the membership shall be appropriate. The Governor and the MPO shall review the previous MPO designation, applicable Florida and local law, and MPO rules for appropriate revision. In the event that another entity is to accorded membership in the place of the member withdrawing from the MPO, the parties acknowledge that pursuant to 23 CFR Section 450.306(k), adding membership to the MPO does not automatically require redesignation of the MPO. In the event that a party who is not a signatory



to this Agreement is accorded membership on the MPO, membership shall not become effective until this Agreement is amended to reflect that the new member has joined the MPO.

Section 7.04. 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 required to be given shall be addressed as follows:

Director of Planning & Programs  
Florida Department of Transportation (FDOT) District IV  
3400 W. Commercial Boulevard  
Ft. Lauderdale, FL 33309-3421

Broward County Board of County Commissioners, Chair  
Broward County  
115 South Andrews Avenue, Room 421  
Ft. Lauderdale, FL 33301

Executive Director  
Tri-County Commuter Rail Authority  
800 NW 33rd Street, Suite 100  
Pompano Beach, FL 33064

President  
Broward County League of Cities  
115 South Andrews Avenue, Rm. 122  
Ft. Lauderdale, FL 33301

City Manager  
City of Coral Springs  
9551 W Sample Road  
Coral Springs, FL 33065

Town Manager  
Town of Davie  
6591 SW 45 Street  
Davie, FL 33314-3399

City Manager  
City of Fort Lauderdale  
P. O. Drawer 14250  
Ft. Lauderdale, FL 33302

City Manager  
City of Hollywood  
P. O. Box 229045  
Hollywood, FL 33022-9045

City Manager  
City of Lauderhill  
2000 City Hall Drive  
Lauderhill, FL 33313

City Manager  
City of Margate  
5790 Margate Blvd.  
Margate, FL 33063

City Manager  
City of Pembroke Pines  
10100 Pines Blvd  
Pembroke Pines, FL 33026-3900

City Manager  
City of Plantation  
400 NW 73 Avenue  
Plantation, FL 33317

City Manager  
City of Pompano Beach  
P. O. Box 1300  
Pompano Beach, FL 33061

City Manager  
City of Sunrise  
10770 W Oakland Park Blvd, 4th Floor  
Sunrise, FL 33351

City Manager  
City of Tamarac  
7525 NW 88 Avenue  
Tamarac, FL 33321

City Manager  
City of Cooper City  
9090 SW 50th Place  
Cooper City, FL 33328

City Manager

City Manager

OR BK 30444 PG 1286

City of Deerfield Beach  
 150 NE 2 Avenue  
 Deerfield Beach, FL 33441

City of Hallandale  
 400 S. Federal Highway  
 Hallandale, FL 33009

City Manager  
 City of Lauderdale Lakes  
 4300 NW 36 Street  
 Lauderdale Lakes, FL 33319

City Manager  
 City of Miramar  
 6700 Miramar Parkway  
 Miramar, FL 33023

City Manager  
 City of North Lauderdale  
 701 SW 71 Avenue  
 North Lauderdale, FL 33068-2395

City Manager  
 City of Oakland Park  
 3650 NE 12 Avenue  
 Oakland Park, FL 33334

City Manager  
 City of Parkland  
 6500 Parkside Dr  
 Parkland, FL 33067

Superintendent  
 School Board of Broward County  
 600 SE 3rd Avenue  
 Ft. Lauderdale, FL 33301

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 7.05. Interpretation.

(a) Drafters of Agreement. The Department and the members of the MPO were each represented by or afforded the opportunity for representation by legal counsel and participated in the drafting of this Agreement and in 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 judgement, 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 7.06. Enforcement by parties hereto. 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 7.07. 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 7.08. Effective date; Cost of recordation.

(a) Effective date. This Agreement shall become effective upon its filing in the Office of the Clerk of the Circuit Court of each county in which a party hereto is located. Any amendment hereto shall become effective only upon its filing in the Office of the Clerk of the Circuit Court for each county in which a party hereto is located.

(b) Recordation. Broward County hereby agrees to record this Agreement in the Office of the Circuit Court for each county in which a party is hereto located. The recorded or filed original hereof, or any amendment, shall be returned to the MPO for filing in its records.

IN WITNESS WHEREOF, the parties have made and executed this Amendment to the Interlocal Agreement on the respective dates under each signature: the FLORIDA DEPARTMENT OF TRANSPORTATION, signing by and through its \_\_\_\_\_, duly authorized to execute same; BROWARD COUNTY through its BOARD of COUNTY COMMISSIONERS, signing by and through its Chair, authorized to execute same by Board action on the 31<sup>st</sup> day of August, 1998, the TRI-COMMUTER RAIL AUTHORITY signing by and through its Acting Chair \_\_\_\_\_, duly authorized to execute same; the CITY OF CORAL SPRINGS, signing by and through its Mayor-Commissioner and City Manager, duly authorized to execute same; the TOWN OF DAVIE, signing by and through its Mayor-Commissioner and City Manager, duly authorized to execute same; the CITY OF FORT LAUDERDALE, signing by and through its Mayor-Commissioner and City Manager, duly authorized to execute same; the CITY OF HOLLYWOOD, signing by and through its Mayor and City Manager, duly authorized to execute same; the CITY OF LAUDERHILL, signing by and through its Mayor-Commissioner and City Manager, duly authorized to execute same; the CITY OF MARGATE, signing by and through its Mayor-Commissioner and City Manager, duly authorized to execute same; the CITY OF PEMBROKE PINES, signing by and through its Mayor-Commissioner and City Manager, duly authorized to execute same; the CITY OF PLANTATION, signing by and through its Mayor, duly authorized to execute same; the CITY OF POMPANO BEACH, signing by and through its Mayor-Commissioner and City Manager, duly authorized to execute same; the CITY OF SUNRISE, signing by and through its Mayor and City Manager, duly authorized to execute same; the CITY OF TAMARAC, signing by and through its Mayor and City Manager, duly authorized to execute same; the CITY OF COOPER CITY, signing by and through its Mayor-Commissioner and City Manager, duly authorized to execute same; the CITY OF DEERFIELD BEACH, signing by and through its Mayor-Commissioner and City Manager, duly authorized to execute same; the CITY OF HALLANDALE BEACH, signing by and through its Mayor-Commissioner and City Manager, duly authorized to execute same; the CITY OF LAUDERDALE LAKES, signing by and through its Mayor, duly authorized to execute same; the CITY OF MIRAMAR, signing by and through its Mayor-Commissioner and City Manager, duly authorized to execute same; the CITY OF NORTH LAUDERDALE, signing by and through its Mayor-Commissioner and City Manager, duly authorized to execute same; the CITY OF OAKLAND PARK, signing by and through its Mayor-Commissioner and City Manager, duly authorized to execute same; the CITY OF PARKLAND, signing by and through its Mayor-Commissioner and City Manager, duly authorized to execute same; THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, signing by and through its Chairperson \_\_\_\_\_, duly authorized to execute same; and the BROWARD COUNTY LEAGUE OF CITIES, signing by and through its President, duly authorized to execute same.

Signed, Sealed and Delivered in the presence of:

*[Every member of the MPO shall sign this Agreement with the appropriate witnesses]*



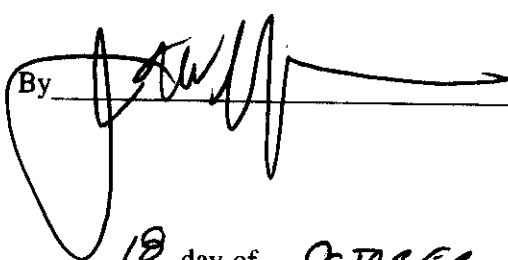
OR BK 30444 PG 1288

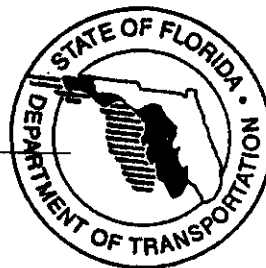
DEPARTMENT

ATTEST:

FLORIDA DEPARTMENT OF  
TRANSPORTATION

Marisa Anthony  
\_\_\_\_\_

By  \_\_\_\_\_



18 day of OCTOBER, 19 99


APPROVED AS TO FORM:

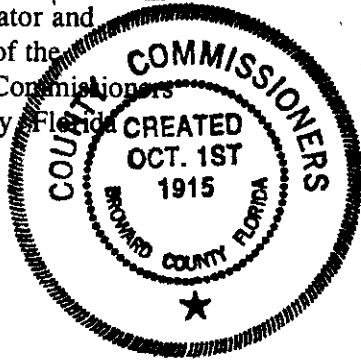
By  \_\_\_\_\_  
Attorney for FDOT

COUNTY

ATTEST:

BROWARD COUNTY, through its  
BOARD OF COUNTY COMMISSIONERS

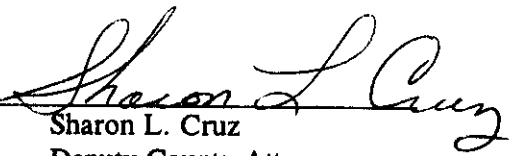
  
County Administrator and  
Ex-Officio Clerk of the  
Board of County Commissioners  
of Broward County, Florida



By  Chair

18<sup>th</sup> day of April, 2000

Approved as to form by  
Office of County Attorney  
Broward County, Florida  
Edward A. Dion  
County Attorney  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600  
Telecopier: (954) 357-6968

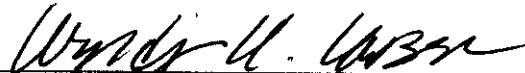
By   
Sharon L. Cruz  
Deputy County Attorney

TRI-COUNTY COMMUTER RAIL AUTHORITY

ATTEST:

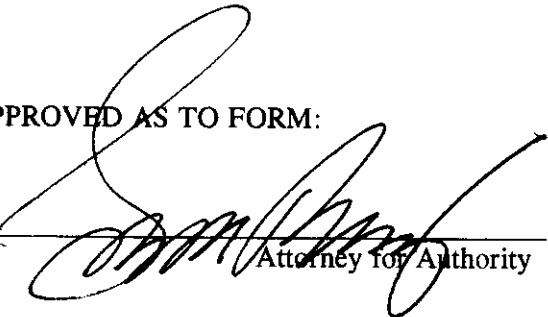
  
Linda Bohlinger  
Executive Director

TRI-COUNTY COMMUTER RAIL  
AUTHORITY

By   
Title: Acting Chair

\_\_\_\_ day of \_\_\_\_\_, 19\_\_

APPROVED AS TO FORM:

By   
Attorney for Authority

CITIES

CITY OF CORAL SPRINGS, FLORIDA

*[Handwritten signature of John Sommerer]*

JOHN SOMMERER, Mayor

30<sup>th</sup> day of September, 1999

ATTEST:

*[Handwritten signature of Peter M.J. Richardson]*

PETER M.J. RICHARDSON, CMC, City Clerk

APPROVED AS TO FORM:

*[Handwritten signature of Rafaela Brasco-Federudam]*

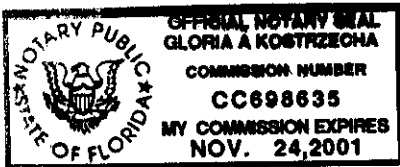
Assistant City Attorney

State of Florida  
County of Broward

The foregoing instrument was acknowledged before me, the undersigned notary public in and for the State of Florida, on this, the 30<sup>th</sup> day of September 1999, by Peter M.J. Richardson, CMC and John Sommerer, City Clerk and Mayor, respectively.

*[Handwritten signature of Gloria A. Kostrzecha]*

Notary Public, State of Florida



Printed, typed or stamped name of Notary Public exactly as commissioned

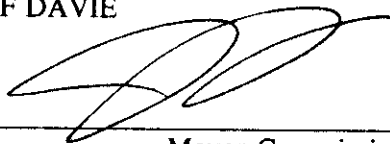
individuals who signed are personally known:  
 no identification produced;

WITNESSES:

TOWN OF DAVIE

Sheila Preston

By

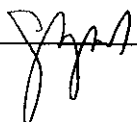


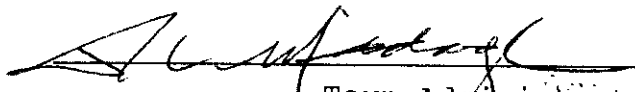
Mayor-Commissioner

Janet J. Hale

10<sup>th</sup> day of SEPTEMBER, 1999

ATTEST:

 City Clerk

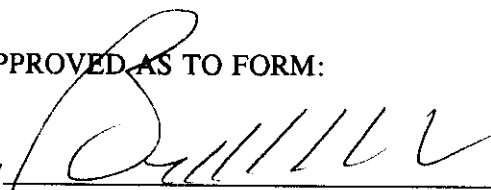


Town Administrator -

10<sup>th</sup> day of SEPTEMBER, 1999

APPROVED AS TO FORM:

By



Town Attorney



WITNESSES:

CITY OF FORT LAUDERDALE

Sheri Roberts

By

[Signature]

Mayor-Commissioner

Gonne Brackett Buck

22 day of December, 1999

ATTEST:

[Signature]  
City Clerk

[Signature]  
City Manager

22 day of December, 1999

APPROVED AS TO FORM:

By

Shaun P. Miller  
Asst. City Attorney

WITNESSES:

~~\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_~~

CITY OF HOLLYWOOD

By Mara Giuliani  
MARA GIULIANTI, Mayor

12 day of October, 1999

ATTEST:

Priscilla King  
City Clerk

Samuel A. Finz  
SAMUEL A. FINZ, City Manager  
CDOT DRG  
day of \_\_\_\_\_, 19\_\_

~~APPROVED AS TO FORM.~~

~~By \_\_\_\_\_  
City Attorney~~

APPROVED AS TO FORM AND LEGALITY  
FOR THE USE AND RELIANCE OF THE  
CITY OF HOLLYWOOD, FLORIDA, ONLY.

BY: Daniel L. Abbott  
DANIEL L. ABBOTT  
CITY ATTORNEY

WITNESSES:

CITY OF LAUDERHILL

Andrae m. Andes

By [Signature]  
Mayor

[Signature]

29 day of September, 1999

ATTEST:

[Signature]  
City Clerk

29 day of September, 1999

APPROVED AS TO FORM:

By W. En Hall  
City Attorney

APPROVED BY RESOLUTION NO. 8770 - 4/7/99  
CITY OF MARGATE

WITNESSES:

Pearl Grossman

By Arlene R. Schwartz  
Arlene R. Schwartz, Mayor-Commissioner

Carole DiLorenzo

22nd day of November, 19 99

ATTEST:

Debra Thomas  
Debra Thomas, City Clerk

Leonard B. Golub  
Leonard B. Golub, City Manager

22nd day of November, 19 99

APPROVED AS TO FORM:

By Eugene M. Steinfeld  
Eugene M. Steinfeld, City Attorney

WITNESSES:

CITY OF PEMBROKE PINES

Patricia Atkinson  
PATRICIA ATKINSON

By Alex G. Fekete  
Alex G. Fekete Mayor-Commissioner

Marie DiKiello  
MARIE DIKIELLO

9 day of September, 19 99

ATTEST:

Eileen M. Tash  
Eileen M. Tash City Clerk

Charles F. Dodge  
Charles F. Dodge City Manager

9 day of September, 19 99

APPROVED AS TO FORM:

By Samuel S. Goren 9/1/99  
Samuel S. Goren City Attorney

WITNESSES:

CITY OF PLANTATION

Susan Slattery

By Bob Laine  
Mayor

Patricia A. Howe

4 day of October, 1999

ATTEST:

Sharlene News  
City Clerk

APPROVED AS TO FORM:

By Donald Hunsley  
City Attorney

WITNESSES:

CITY OF POMPANO BEACH

Ascelea Hammond

By E. Pat Larkins  
E. Pat Larkins, Mayor-Commissioner

Shelley L. Bartholomew 21<sup>st</sup> day of December, 1999

ATTEST:

Mary R. Clark  
M. Chambers, City Clerk

C. William Hargett, Jr.  
C. William Hargett, Jr., City Manager  
21<sup>st</sup> day of December, 1999

APPROVED AS TO FORM:

By Gordon B. Linn  
Gordon B. Linn, City Attorney

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 21st day of December, 1999, by **E. PAT LARKINS**, as Mayor of the City of Pompano Beach, a municipal Florida corporation, on behalf of the municipal corporation, and who is personally known to me.

NOTARY'S SEAL:



*Ada Graham-Johnson*  
NOTARY PUBLIC, STATE OF FLORIDA  
(Signature of Notary Taking Acknowledgment)

Ada Graham-Johnson

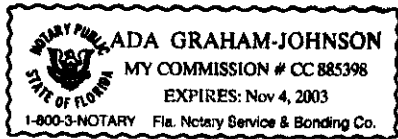
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 21st day of December, 1999, by **C. WILLIAM HARGETT, JR.**, as City Manager of the City of Pompano Beach, a municipal Florida corporation, on behalf of the municipal corporation, and who is personally known to me.

NOTARY'S SEAL:



*Ada Graham-Johnson*  
NOTARY PUBLIC, STATE OF FLORIDA  
(Signature of Notary Taking Acknowledgment)

Ada Graham-Johnson

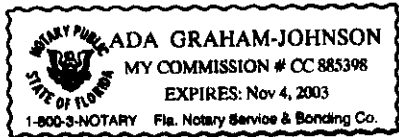
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 21st day of December, 1999, by **MARY L. CHAMBERS**, as City Clerk of the City of Pompano Beach, a municipal Florida corporation, on behalf of the municipal corporation, and who is personally known to me.

NOTARY'S SEAL:



*Ada Graham-Johnson*  
NOTARY PUBLIC, STATE OF FLORIDA  
(Signature of Notary Taking Acknowledgment)

Ada Graham-Johnson

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number



WITNESSES:

CITY OF SUNRISE

Sandra Weinstein

By Steve B. Ibra  
Mayor

Genevieve McLeod

21<sup>st</sup> day of September, 1999

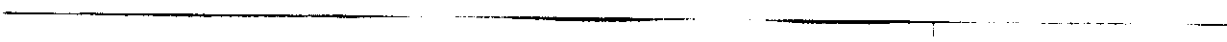
ATTEST:

Mary G. ...  
City Clerk

21<sup>st</sup> day of September, 1999

APPROVED AS TO FORM:

By [Signature]  
City Attorney



WITNESSES:

CITY OF TAMARAC

Barbara Bruno

By Joe Schreiber  
Mayor-Commissioner

Miriam Swenor

28 day of September, 1999

ATTEST:

Carol Reed  
City Clerk

<sup>for</sup><sub>9/15/99</sub> Tiffany L. Miller  
City Manager

27 day of September, 1999

APPROVED AS TO FORM:

By [Signature]  
City Attorney

WITNESSES:

CITY OF COOPER CITY

\_\_\_\_\_

By \_\_\_\_\_  
Mayor-Commissioner

\_\_\_\_\_

\_\_\_\_ day of \_\_\_\_\_, 19\_\_

ATTEST:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
City Manager

\_\_\_\_ day of \_\_\_\_\_, 19\_\_

APPROVED AS TO FORM:

By \_\_\_\_\_  
City Attorney



WITNESSES:

CITY OF DEERFIELD BEACH

[Signature]

By

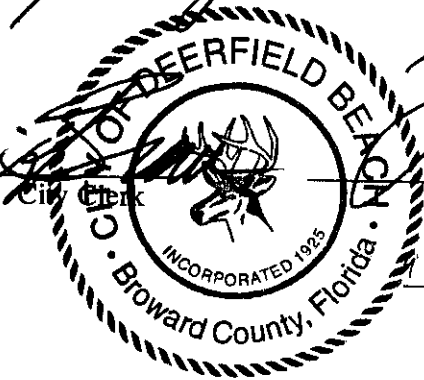
[Signature]  
Mayor-Commissioner

[Signature]

7 day of March, 192000

ATTEST:

[Signature]  
City Clerk



[Signature]  
City Manager  
day of March, 192000

APPROVED AS TO FORM:

By

[Signature]  
City Attorney

WITNESSES:

CITY OF HALLANDALE

Sandra J. Thoen

By [Signature]  
Mayor-Commissioner

Sandra A. Sewell

27 day of August, 1999

ATTEST:

Ann Waspes  
City Clerk

[Signature]  
City Manager

27 day of August, 1999

APPROVED AS TO FORM:

By Richard Kane  
City Attorney

WITNESSES:

CITY OF LAUDERDALE LAKES

Christine Samuel

By Samuel Brown  
Mayor-Commissioner

Sandra L. Brewer

5 day of October, 1999

ATTEST:

Patricia J. Lewis  
City Clerk

Shirley Pittman  
City Manager

5 day of October, 1999

APPROVED AS TO FORM:

By ROA  
City Attorney

WITNESSES:

CITY OF MIRAMAR

Susan Becker

By William J. Estabrook  
William J. Estabrook, City Manager

Barbara Gray

6 day of October, 1999

ATTEST:

Debra A. Walker

Debra A. Walker, City Clerk

APPROVED AS TO FORM:

By [Signature]  
City Attorney  
Weiss Serota Helfman Pastoriza &  
Guedes, P.A.

WITNESSES:

Dan Frankel

Leta Higgins

CITY OF NORTH LAUDERDALE

By Josh Rudy  
Mayor-Commissioner

23 day of Sept, 1999

ATTEST:

C. Milli Weyer  
City Clerk



W. J. Lee J. Stinson  
City Manager

23 day of Sept, 1999

APPROVED AS TO FORM:

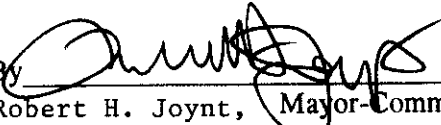
By Xamm/A Jue, 9/21/99  
City Attorney



WITNESSES:

CITY OF OAKLAND PARK

Beth Ebenberg

By   
Robert H. Joynt, Mayor-Commissioner

Miriam Posner

6 day of October, 1999

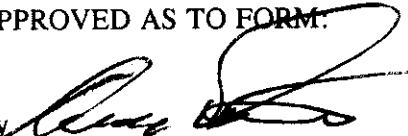
ATTEST:

  
City Clerk

  
Bonilyn Wilbanks-Free, City Manager

12 day of October, 1999

APPROVED AS TO FORM:

By   
Russell White, City Attorney

RESOLUTION NO. 2000-10  
EXHIBIT "A"

WITNESSES:

CITY OF PARKLAND

Andra Cozz

By Sal Pagliara  
Mayor, Commissioner  
Sal Pagliara

Rachel Weise

6 day of March, 2000

ATTEST:

Helen Lynott  
Helen Lynott  
City Clerk

Harry J. Mertz  
Harry J. Mertz City Manager

6 day of March, 2000

APPROVED AS TO FORM:

By Andrew Maurodis  
Andrew Maurodis City Attorney

SCHOOL BOARD

Witnesses:

Ellen Ruth McKnight

Juan J. Elias

THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

By: Lois Wexler  
Lois Wexler, Chairperson

Attest: Franklin L. Till, Jr.

Franklin L. Till, Jr.  
Superintendent of Schools  
(Seal)

Edward J. Marko  
Approved as to form by  
Edward J. Marko, School Board Attorney

LEAGUE OF CITIES

THE BROWARD COUNTY LEAGUE OF CITIES

Witnesses:  
[Signature]  
[Signature]

By: [Signature]  
President

Attest: [Signature]  
Secretary

(Seal)

ACKNOWLEDGMENT

STATE OF FLORIDA ) SS.  
COUNTY OF BROWARD )

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of December, 1999, by MAUREEN BERK and Gwendolen A. CLARKE-REED, who are personally known to me.

(Seal)

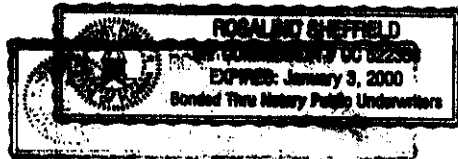
NOTARY PUBLIC:

[Signature]

Name printed:

Commission #:

My Commission Expires:



SLC/wp  
8/2/99  
#2mposig.mis  
99-128

TABLE 1

**1999 MUNICIPAL REPRESENTATION  
BROWARD COUNTY METROPOLITAN PLANNING ORGANIZATION**

| District | Municipal District Cities  | Representative(s)                      | Alternate        |
|----------|--|--|------------------|
| 1        | Coral Springs<br>Parkland<br>Tamarac   | Coral Springs<br>Tamarac               | Parkland         |
| 2        | Coconut Creek<br>Deerfield Beach<br>Margate  | Margate                                | Deerfield Beach  |
| 3        | Hillsboro Beach<br>Lauderdale-by-the Sea<br>Lighthouse Point<br>North Lauderdale<br>Pompano Beach<br>Sea Ranch Lakes | Pompano Beach                          | North Lauderdale |
| 4        | Fort Lauderdale<br>Lazy Lakes<br>Oakland Park<br>Wilton Manors   | Fort Lauderdale<br>(2 representatives) | Oakland Park     |
| 5        | Lauderdale Lakes<br>Lauderhill<br>Sunrise<br>Weston  | Sunrise<br>Lauderhill                  | Lauderdale Lakes |
| 6        | Cooper City<br>Davie<br>Plantation   | Plantation<br>Davie                    | Cooper City      |
| 7        | Miramar<br>Pembroke Park<br>Pembroke Pines   | Pembroke Pines                         | Miramar          |
| 8        | Dania<br>Hallandale<br>Hollywood   | Hollywood<br>(2 representatives)       | Hallandale       |

**TABLE 2**  
**NEW MPO VOTING MEMBERSHIP SUMMARY**  
**BROWARD COUNTY METROPOLITAN PLANNING ORGANIZATION**

| <u>Young Members</u>           | <u>Number</u> |
|--------------------------------|---------------|
| Elected City Officials         | 13            |
| County Commissioners           | 3             |
| Tri-Rail Board Representatives | 1             |
| County School Board Members    | 1             |
| Broward League of Cities       | 1             |
| <b>Total Voting Members</b>    | <b>19</b>     |

| <u>Non-Voting Members</u>            | <u>Number</u> |
|--------------------------------------|---------------|
| Florida Department of Transportation | 1             |