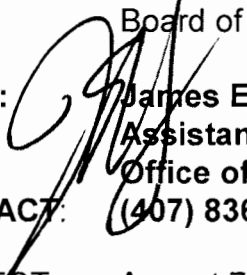




July 23, 2018

TO: Mayor Teresa Jacobs
—AND—
Board of County Commissioners

FROM:  James E. Harrison, Esq., P.E.
Assistant County Administrator
Office of Regional Mobility

CONTACT: (407) 836-5610

SUBJECT: August 7, 2018- Consent Item
MetroPlan Orlando FY 2018/2019 Funding Agreement

MetroPlan Orlando has submitted their annual funding agreement for Fiscal Year 2018/2019. The total funding level requested is \$492,171. This amount is based on a per capita assessment of \$0.50.

The Orange County budget for Fiscal Year 2018/2019 includes funding at the requested level. Payment is to occur on a semiannual basis in equal installments of \$246,085.50.

ACTION REQUESTED: Approval and execution of Orange County/ MetroPlan Orlando (Urban Area Metropolitan Planning Organization) FY 2018-2019 Funding Agreement by and between Orange County and Orlando Urban Area Metropolitan Planning Organization d/b/a MetroPlan Orlando and authorization to make payment in the amount of \$492,171 in two installments of \$246,085.50 to be paid in October 2018 and April 2019. All Districts.

JEH/lab

Attachment

c: Ajit Lalchandani, County Administrator

BCC Mtg. Date: August 7, 2018

**ORANGE COUNTY/METROPLAN ORLANDO (URBAN AREA METROPOLITAN PLANNING ORGANIZATION) FY
2018-2019 FUNDING AGREEMENT**

THIS AGREEMENT, is made and entered into this _____ day of AUG 07 2018, 2018, by and between Orange County, a political subdivision of the State of Florida, whose address is 201 South Rosalind Avenue, Orlando, Florida 32801, (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 250 South Orange Avenue, Suite 200, Orlando, Florida 32801 (hereinafter referred to as ("**MetroPlan Orlando**").

WITNESSETH

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

WHEREAS, federal laws and Florida Statutes provide MPOs with the authority and responsibility for transportation planning and funding; and

WHEREAS, the quality of life and economic vitality of our region depends 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:

To provide leadership in transportation planning by engaging the public and fostering effective partnerships.

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 Kissimmee 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 in this Agreement.

SECTION 2. REPORTING REQUIREMENTS. MetroPlan Orlando shall provide the COUNTY, on a quarterly basis commencing October 1, 2018, a written operational report which will include an accounting of all Unified Planning Work Program Tasks for the quarter. The report must identify each program task, the costs allocated to the task, and the percentage of the task completed. Each quarterly report must be cumulative.

SECTION 3. FISCAL YEAR 2018-2019 COUNTY FUNDING REQUIREMENTS. The COUNTY shall allocate FOUR HUNDRED NINETY-TWO THOUSAND ONE HUNDRED SEVENTY-ONE DOLLARS (\$492,171.00) to MetroPlan Orlando from the COUNTY's Fiscal Year 2018-2019 budget, to be utilized by MetroPlan Orlando during its fiscal year ending June 30, 2019, in accordance with this Funding Agreement. These funds will be paid to MetroPlan Orlando on a semi-annual basis. The first payment of TWO HUNDRED FORTY-SIX THOUSAND EIGHTY-FIVE AND 50/100 DOLLARS (\$246,085.50) will be due and payable on October 1, 2018. The second payment of TWO HUNDRED FORTY-SIX THOUSAND EIGHTY-FIVE AND 50/100 DOLLARS (\$246,085.50) must be paid on or before April 1, 2019. The funding provided to MetroPlan Orlando by the COUNTY is contingent upon funding by all local governments who are represented on the MetroPlan Orlando Board, such funding being equal to FIFTY CENTS (\$.50) per capita based, at time of budget adoption, on the latest available 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 will be the date of signature by the last party to sign this Agreement. The term of this Agreement commences on the effective date and terminates on September 30, 2019.

SECTION 5. INTERPRETATION. The headings contained in this Agreement are for reference purposes only and do 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 arm's length and that this Agreement and all documents executed in connection with this Agreement were prepared and executed without undue influence exerted by any party or upon 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 in this Agreement and supersedes all previous discussions, understandings, and agreements, written or oral, between the parties to this Agreement. Any amendments to or waivers of the provisions of this Agreement must be made by the parties in writing. No other agreement, oral or otherwise, regarding the subject matter of this Funding Agreement may be deemed to exist or to bind either party to this Agreement.
- 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 will be deemed an independent provision and such holding will not affect the validity of the remaining portions of this Agreement.
- 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. The laws of the State of Florida and all duly adopted ordinances, regulations, and policies of the COUNTY now in effect and those subsequently adopted govern the validity, enforcement and interpretation of this Funding Agreement and the provisions contained in it.
- B. The location for settlement of any and all lawsuits, claims, controversies, or disputes, arising out of or relating to any part of this Funding Agreement, or any breach of this Agreement, will be Orange 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 is binding only between the COUNTY and MetroPlan Orlando.

SECTION 10. NOTICES. All notices, consents, approvals, waivers and deletions which any party is required or desires to make or give under this Agreement must be in writing and will be sufficient only when mailed by certified mail, first class postage affixed, addressed as follows:

COUNTY: Office of the County Administrator
Orange County Government
Orange County Government
P.O. Box 1393
Orlando, FL 32802-1393

METROPLAN ORLANDO: Executive Director
MetroPlan Orlando
250 South Orange Avenue, Suite 200
Orlando, FL 32801

SECTION 11. AUDIT AND RECORDKEEPING 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 greater. These records must be made available to the public for inspection, examination and copying pursuant to the terms of Chapter 119, Florida Statutes (2016), as this statute may be amended from time to time. If any litigation, claim or audit is commenced, these records must be maintained until all litigation, including appeals, claims or audits have been concluded or resolved.

SECTION 12. DISCLAIMER. Each party to this Agreement, its officers, employees and agents do not assume and specifically disclaim any liability for the acts, omissions or negligence of the other party, its officers, employees and agents, arising from or related to this Agreement.

SECTION 13. EMPLOYEE STATUS. Persons employed by MetroPlan Orlando in the performance of services and functions pursuant to this Agreement are deemed not to be the employees or agents of COUNTY, nor do these employees have any claims to pensions, worker's compensation, unemployment compensation, civil service or other employee rights or privileges granted to COUNTY's officers and employees either by operation of law or by COUNTY. Persons employed by COUNTY in the performance of services and functions pursuant to this Agreement are deemed not to be the employees or agents of MetroPlan Orlando, nor do these employees have any claims to pensions, worker's compensation, unemployment compensation, civil service or other employee rights or privileges granted to MetroPlan Orlando's officers and employees either by operation of law or by MetroPlan Orlando.

SECTION 14. CONFLICT OF INTEREST.

- A. Each party agrees that it shall not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the other party or which would violate or cause third parties to violate the provisions of Part III, Chapter 112, Florida Statutes (2016), as this statute may be amended from time to time, relating to ethics in government.
- B. Each party hereby certifies that no officer, agent or employee of that party has any material interest (as defined in Section 112.312(15), Florida Statutes (2016), as the statute may be amended from time to time, as over 5%) either directly or indirectly, in the business of the other party to be conducted here, and that no such person will have any such interest at any time during the term of this Agreement.
- C. Each party has the continuing duty to report to the other party any information that indicates a possible violation of this Section.

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

MetroPlan Orlando

By: Harold W. Barley

Print Name: Harold W. Barley

Title: Executive Director

Date: 6-7-18

ATTEST:

[Signature]

(CORPORATE SEAL)

Orange County

By: Ajit Lalchandani

Print Name: Ajit Lalchandani

Title: County Administrator

Date: 8.7.18

ATTEST:

[Signature]

