

**FLORIDA DEPARTMENT OF TRANSPORTATION DISTRICT ONE REGIONAL  
PLANNING MODEL AGREEMENT**

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 201\_ by and between the FLORIDA DEPARTMENT OF TRANSPORTATION, DISTRICT ONE (hereinafter, FDOT DISTRICT ONE) and the COLLIER METROPOLITAN PLANNING ORGANIZATION (hereafter, COLLIER MPO), the PARTIES.

WHEREAS, A primary activity of a Metropolitan Planning Organization's (hereinafter, MPO) transportation planning process is the creation and maintenance of a Long Range Transportation Plan (hereinafter, LRTP) with updates typically every five (5) years; and

WHEREAS, the following MPOs (hereinafter, PARTNERS) are interested in coordinating and developing in a cost-effective manner a new District One Regional Planning Model (hereinafter, D1RPM) based on the 2010 Census: the COLLIER MPO, the Polk County Transportation Planning Organization, the Sarasota / Manatee MPO, the Charlotte County Punta Gorda MPO, and the Lee County MPO; and

WHEREAS, the D1RPM, will be a transportation demand forecast tool for the forthcoming development of the 2040 LRTP and for other transportation demand forecast purposes for the region; and

WHEREAS, the D1RPM will be developed in the current Florida Standard Urban Transportation Model Structure (FSUTMS) and will be one of the tools used to develop traffic forecasts in support of the 2040 LRTP updates; and

WHEREAS, FDOT DISTRICT ONE will utilize support of one or more private sector consulting firms, working under General Planning Consultant (GPC) services contract to FDOT DISTRICT ONE, to assist in providing the required services to develop the D1RPM, specifically, developing a 2010 D1RPM Validated Base Year model, a 2018 D1RPM Existing plus Committed (hereinafter, E+C) Network, and a 2040 D1RPM Future Year Cost Feasible model (hereinafter, the PROJECT); and

WHEREAS, the PARTNERS will participate in the PROJECT development through a cooperative decision making process guided by a Regional Transportation Technical Advisory Group (hereinafter, RTTAG), which will meet bi-monthly, or on an as needed basis, and subsequent to the completion of the PROJECT to ensure the consistency of model applications, model refinements to the D1RPM and to ensure future coordination among all participating PARTNERS; and

WHEREAS, the PARTIES are entering into this agreement to coordinate, and document, each agency's respective role and responsibilities in the development of the PROJECT; and

WHEREAS, activities described in this Agreement do not restrict, supplant or relieve any of the COLLIER MPOs responsibilities under Sec. 339.175(6)(a)(1) or (7), Florida Statutes, but rather supports its responsibilities by providing a standard transportation model that allows it to simulate and examine highway network and development alternatives in the future.

## WITNESSETH

**NOW, THEREFORE** the PARTIES, in consideration of the mutual terms, covenants and conditions set forth herein, hereby agree to the following:

### 1. RESPONSIBILITIES OF FDOT DISTRICT ONE

- a. FDOT DISTRICT ONE is designated as the lead agency with the PARTNERS for the completion of the PROJECT. FDOT DISTRICT ONE will be responsible for coordination of the PROJECT to support the development, calibration, and validation of the 2010 D1RPM Base Year model using data as provided to FDOT DISTRICT ONE by the PARTNERS.
- b. FDOT DISTRICT ONE will coordinate with the PARTNERS in the development of a 2018 D1RPM E+C network, which will reflect significant State and non-state improvements constructed, or scheduled for construction to begin, by 2018. Appropriate local data shall be provided to FDOT DISTRICT ONE by the COLLIER MPO.
- c. FDOT DISTRICT ONE will coordinate the PROJECT to support the development of a multi-modal 2040 D1RPM LRTP Cost Feasible model, developed from the 2010 D1RPM Validated Base Year model and projected 2040 highway and transit networks and socioeconomic data provided collectively by the PARTNERS.
- d. FDOT DISTRICT ONE will, with the guidance of the RTTAG, perform up to five (5) Cost Feasible model network alternative model runs on the 2040 D1RPM model. Each model run will be based on a collective D1RPM model network with highway, transit, and land use alternatives as specified by each respective MPO.
- e. FDOT DISTRICT ONE will, on an as needed basis, coordinate the PROJECT with Federal agencies, State agencies, and other private and public entities, and will be responsible for the routine coordination with the PARTNERS to make any necessary adjustments to the 2040 D1RPM model.

### 2. RESPONSIBILITIES OF THE COLLIER MPO

- a. Provide an effective link between Collier County local agencies and the other PARTNERS. The COLLIER MPO will provide Collier County base year 2010 validation data and the forecast year 2040 network and socioeconomic data required for model development. The COLLIER MPO will assist FDOT DISTRICT ONE in reviewing and assessing the D1RPM model's performance within its planning boundaries, including feedback and comments. The COLLIER MPO agrees to contribute a total of \$33,000 to the PROJECT. This funding allocation

shall be reflected in the current COLLIER MPO Unified Planning Work Program (UPWP).

- b. Provide FDOT DISTRICT ONE staff all appropriate information needed in support of the PROJECT. A 2010 D1RPM Validated Base Year model is scheduled for completion by August 31, 2014, with an initial 2040 D1RPM LRTP Cost Feasible model scheduled for completion by June 30, 2015 (these dates are subject to change);
- c. Make available to the FDOT DISTRICT ONE staff in a timely manner, and at no cost to the Department, all relevant resources such as data and information systems to the greatest extent achievable for use in the proposed PROJECT service;
- d. Share in a timely manner, with the FDOT DISTRICT ONE staff, all knowledge of local conditions relevant to the service to the greatest extent possible;
- e. Provide full and open communication with each of the individual PARTNERS;
- f. Make a one-time, non-refundable payment of \$33,000. No additional payments shall be required of the COLLIER MPO. Payment is due during the 2013/14 Fiscal Year.

### **3. MUTUAL RESPONSIBILITIES**

- a. A Regional Transportation Technical Advisory Group (RTTAG) will be convened by FDOT DISTRICT ONE, and this group will serve as the overseeing mechanism for the development of the 2040 D1RPM. The PARTIES will designate a representative and at least one alternate who has the authority to serve as a technical representative of that agency on the RTTAG. The representatives will be available, upon adequate notice, to attend and participate in the RTTAG meetings or otherwise provide timely input into the preparation, coordination, and review of the PROJECT interim and final products. Requests and input solicitation will be forwarded as soon as possible to the appropriate contact person(s) to allow for a timely review and comment period. RTTAG membership is only advisory in nature, and the group's members shall have no decision making authority.
- b. FDOT DISTRICT ONE will update (as necessary) the D1RPM two (2) times per calendar year, with information received from the PARTNERS subsequent to a March 15 and September 15 submission deadline, with any adopted LRTP amendments delivered to FDOT DISTRICT ONE.
- c. The COLLIER MPO will provide to FDOT DISTRICT ONE all adopted LRTP amendments that subsequently modify the 2040 LRTP adopted highway or transit network within its planning boundaries (if / when applicable). The due dates for submitting to FDOT

DISTRICT ONE any changes to the COLLIER MPOs model network for inclusion into the D1RPM will be March 15 and September 15 of each calendar year. Adopted LRTP amendments that modify the D1RPM will be added to the model by FDOT DISTRICT ONE at no cost to the COLLIER MPO. It is anticipated that this cooperative arrangement for D1RPM network maintenance shall remain in effect until the beginning of the 2045 LRTP update cycle at no additional cost to the COLLIER MPO or any of the PARTNERS.

#### **4. MUTUAL TERMS**

- a. In signing this Agreement, the undersigned understand and accept the roles and responsibilities assigned to each of the PARTIES. Each of the parties agree to pursue maximum cooperation and communication to ensure that the PROJECT fully complies with applicable Federal, State, and County requirements that results in a minimum duplication of effort and the PROJECT is conducted to the greatest extent possible in a cost effective manner.
- b. This Agreement will be effective on the date when the last party executes the Agreement and will terminate after all Federal Highway Administration comments, if any, are addressed.
- c. Each PARTY shall comply with all applicable Federal, State and local statutes, rules, regulations and guidelines relative to performance under this Agreement.
- d. All records and documents generated or received by the PARTIES in relation to this Agreement are subject to the Florida Public Records Act, Chapter 119, Florida Statutes.
- e. The PARTIES may not assign all or any part of its rights or responsibilities under this Agreement without written consent.
- f. This document contains the entire Agreement between the PARTIES with respect to the subject matter herein. There are no promises, agreements, conditions, undertakings, warranties or representations, oral, written, express or implied between the PARTIES relating to the subject matter hereof other than as set forth herein.



IN WITNESS WHEREOF, the COLLIER METROPOLITAN PLANNING ORGANIZATION has executed the Agreement this 13<sup>th</sup> day of December, 2013.

By: [Signature]

Printed name: SAM J. SARDIE

Title: Chairman

Date: 12-13-13

Attest: [Signature]

Approved as to form and legality  
[Signature]  
Scott R. Teach, Deputy County Attorney

**STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION**

By: [Signature]

Printed name: Chris Smith

Title: Director of Transportation Development

Date: 6/2/14

Attest: [Signature]

