

**INTERGOVERNMENTAL COORDINATION AND REVIEW
AND
PUBLIC TRANSPORTATION COORDINATION
JOINT PARTICIPATION AGREEMENT**

THIS JOINT PARTICIPATION AGREEMENT is made and entered into this 25th day of November, 2014 by and between the FLORIDA DEPARTMENT OF TRANSPORTATION; the COLLIER METROPOLITAN PLANNING ORGANIZATION (hereinafter "Collier MPO"); the SOUTHWEST FLORIDA REGIONAL PLANNING COUNCIL; the COLLIER COUNTY AIRPORT AUTHORITY, a political subdivision of Collier County, Florida, whose governing body is the Collier County Board of County Commissioners); COLLIER AREA TRANSIT (hereinafter, "CAT," operated by the Collier County Board of County Commissioners); and the CITY OF NAPLES AIRPORT AUTHORITY (hereinafter collectively, the "Parties").

RECITALS

WHEREAS, on August 3, 2006, the Parties entered into an agreement entitled "State of Florida Department of Transportation Intergovernmental Coordination and Review and Public Transportation Coordination Joint Participation Agreement" and recorded on August 3, 2006 in Official Records Book 4083, Page 1100 and filed with the Clerk of the Circuit Court of Collier County, Florida; and

WHEREAS, the Parties hereto wish to restate that agreement by utilizing the current standard form MPO document from the State of Florida Department of Transportation; and

WHEREAS, it is the intent of the Parties that this Agreement supercede and supplant the August 3, 2006 State of Florida Department of Transportation Intergovernmental Coordination and Review and Public Transportation Coordination Joint Participation Agreement, and that this Agreement be the sole and controlling agreement between the Parties with respect to the subject matter herein; and

WHEREAS, the Federal Government, under the authority of Title 23 of the United States Code (U.S.C.) and any subsequent applicable amendments thereto, requires each metropolitan area, as a condition to the receipt of federal capital or operating assistance, to have a continuing, cooperative, and comprehensive transportation planning process in designated metropolitan areas to develop and implement plans and programs consistent with the comprehensively planned development of the metropolitan area; and

WHEREAS, 23 U.S.C. § 134, and Section 339.175, Florida Statutes, provide for the creation of metropolitan planning organizations to develop transportation plans and programs for metropolitan areas;

WHEREAS, Title 23 of the Code of Federal Regulations (C.F.R.) § 450.314 requires that the State, the Metropolitan Planning Organization, and the operators of publicly owned transportation systems shall enter into an agreement clearly identifying the responsibilities for cooperatively carrying out such transportation planning (including corridor and subarea studies pursuant to 23 C.F.R. § 450.212 and § 450.318) and programming; and

WHEREAS, pursuant to Section 20.23, Florida Statutes, the Department has been created by the State of Florida, and the Department has the powers and duties relating to transportation, all as outlined in Section 334.044, Florida Statutes; and

WHEREAS, pursuant to 23 U.S.C. § 134, 49 U.S.C. § 5303, 23 C.F.R. § 450.310, and Section 339.175(2), Florida Statutes, the Collier MPO has been designated and its membership apportioned by the Governor of the State of Florida, with the agreement of the affected units of general purpose local government, to organize and establish the Metropolitan Planning Organization; and

WHEREAS, pursuant to an Amended and Restated Interlocal Agreement for Creation of the Collier Metropolitan Planning Organization executed on May 10, 2005, and recorded on May 11, 2005 in



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Official Records Book 3796, Page 0729-0744 and filed with the Clerk of the Circuit Court of Collier County, Florida, the Collier MPO was established; and

WHEREAS, pursuant to Chapter 69-1326, Laws of Florida, the City of Naples Airport Authority was created and established with the purpose of operating, developing and improving the Naples Municipal Airport; and

WHEREAS, pursuant to Collier County Ordinance Number 2010-10, as amended, the Collier County Airport Authority was created and established with the purpose of overseeing the development and management of Collier County's three publically-owned general aviation airports and is governed by the Collier County Board of County Commissioners; and

WHEREAS, the Collier County Board of County Commissioners authorized the establishment of Collier Area Transit (CAT), which began providing transit services in February 2001 is currently managed through the County's Alternative Transportation Modes Department; and

WHEREAS, pursuant to Section 339.175(10)(a)2., Florida Statutes, the Collier MPO shall execute and maintain an agreement with the metropolitan and regional intergovernmental coordination and review agencies serving the Metropolitan Area; and

WHEREAS, that aforesaid agreement must describe the means by which activities will be coordinated and specify how transportation planning and programming will be part of the comprehensively planned development of the Metropolitan Area; and

WHEREAS, pursuant to Section 186.504, Florida Statutes, and Chapter 29 Rules 29I-1.001 and 29I-5, Florida Administrative Code (F.A.C.), the Southwest Florida Regional Planning Council was established and operates with a primary purpose of intergovernmental coordination and review; and

WHEREAS, pursuant to Section 186.505(24), FS, the Southwest Florida Regional Planning Council is to review plans of metropolitan planning organizations to identify inconsistencies between those agencies' plans and applicable local government comprehensive plans adopted pursuant to Chapter 163, Florida Statutes; and

WHEREAS, the Southwest Florida Regional Planning Council, pursuant to Section 186.507, FS, is required to prepare a Strategic Regional Policy Plan, which will contain regional goals and policies that address regional transportation issues; and

WHEREAS, based on the Southwest Florida Regional Planning Council's statutory mandate to identify inconsistencies between plans of metropolitan planning organizations and applicable local government comprehensive plans, and to prepare and adopt a Strategic Regional Policy Plan, the Southwest Florida Regional Planning Council is appropriately situated to assist in the intergovernmental coordination of the intermodal transportation planning process; and

WHEREAS, pursuant to Section 186.509, FS, and Chapter 29 Rule 29I-7, FAC, the Southwest Florida Regional Planning Council has adopted a conflict and dispute resolution process; and

WHEREAS, the purpose of the dispute resolution process is to reconcile differences in planning and growth management issues between local governments, regional agencies, and private interests; and

WHEREAS, the Parties hereto have determined that the voluntary dispute resolution process is useful in the process of resolving conflicts and disputes arising in the transportation planning process; and

WHEREAS, pursuant to 23 C.F.R. § 450.314 and Section 339.175(10)(a)3, Florida Statutes, the Collier MPO must execute and maintain an agreement with the operators of public transportation

systems, including transit systems, commuter rail systems, airports, and seaports, describing the means by which activities will be coordinated and specifying how public transit, commuter rail, aviation, and seaport planning (including corridor and subarea studies pursuant to 23 C.F.R. §§ 450.212 and 450.318) and programming will be part of the comprehensively planned development of the Metropolitan Area; and

WHEREAS, it is in the public interest that the Collier MPO, operators of public transportation systems, including transit systems, commuter rail systems, port and aviation authorities, jointly pledge their intention to cooperatively participate in the planning and programming of transportation improvements within this Metropolitan Area; and

WHEREAS, the undersigned Parties have determined that this Agreement satisfies the requirements of and is consistent with 23 C.F.R. § 450.314 and Section 339.175(10), Florida Statutes; and

WHEREAS, the Parties to this 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.

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 are hereby incorporated herein and acknowledged to be true and correct. 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.

Corridor or Subarea Study shall mean and refer to studies involving major investment decisions or as other identified in 23 C.F.R. § 450.318.

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.

Long Range Transportation Plan is at a minimum a 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 U.S.C. § 134(i), 23 C.F.R. § 450.322, Section 339.175(7), Florida Statutes.

Metropolitan Area means and refers to the planning area as determined by agreement between the Collier MPO and the Governor in the urbanized areas designated by the United States Bureau of the Census as described in 23 U.S.C. § 134(b)(1) and Section 339.175, FS, which shall be subject to the Collier MPO's planning authority.

MPO means and refers to the metropolitan planning organization formed pursuant to Interlocal Agreement dated May 10, 2005 as amended or superseded from time to time.

Regional Planning Council means and refers to the Southwest Florida Regional Planning Council created pursuant to Section 186.504, Florida Statutes, and identified in Chapter 29 Rule 29I-1.001, F.A.C.

Transportation Improvement Program (TIP) is the staged multi-year program of transportation improvement projects developed by a metropolitan planning organization consistent with the Long-Range Transportation Plan and developed pursuant to title 23 U.S.C. § 134(j), 49 U.S.C. § 5304, 23 C.F.R. § 450.324 and Section 339.175(8), Florida Statutes.

Unified Planning Work Program is a biennial program developed in cooperation with the Department and public transportation providers, that lists all planning tasks to be undertaken during a two year time frame, with a complete description thereof and an estimated budget, all as required by 23 C.F.R. § 450.308, and Section 339.175(9), Florida Statutes.

ARTICLE 2

PURPOSE

Section 2.01. Coordination with public transit operators. As set forth in Article 3 of this Agreement, the purpose of this Agreement is to provide for cooperation with the Department, CAT, the City of Naples Airport Authority and the Collier County Airport Authority in the development and preparation of the Unified Planning Work Program, the Transportation Improvement Program, the Long-Range Transportation Plan, and any applicable Corridor or Subarea Studies.

Section 2.02. Intergovernmental coordination; Regional Planning Council. As set forth in Article 4 of this Agreement, the purpose of this Agreement is to provide a process through the Southwest Florida Regional Planning Council for intergovernmental coordination and review and identification of inconsistencies between proposed Collier MPO transportation plans and local government comprehensive plans adopted pursuant to Chapter 163, Florida Statutes, and approved by the Florida Department of Economic Opportunity.

Section 2.03. Dispute resolution. As set forth in Article 5 of this Agreement, the purpose of this Agreement is to provide a process for conflict and dispute resolution through the Southwest Florida Regional Planning Council.

ARTICLE 3

COOPERATIVE PROCEDURES FOR PLANNING AND PROGRAMMING WITH OPERATORS OF PUBLIC TRANSPORTATION SYSTEMS

Section 3.01. Cooperation with operators of public transportation systems; coordination with local government approved comprehensive plans.

(a) The Collier MPO shall cooperate with CAT, the City of Naples Airport Authority, and the Collier County Airport Authority to optimize the planning and programming of an integrated and balanced intermodal transportation system for the Metropolitan Area.

(b) The Collier MPO shall implement a continuing, cooperative and comprehensive transportation planning process that is consistent, to the maximum extent feasible, with port and aviation master plans, and public transit development plans of the units of local governments whose boundaries are within the Metropolitan Area.

(c) As a means towards achievement of the goals in paragraphs (a) and (b), and in an effort to coordinate intermodal transportation planning and programming, the Collier MPO may include as part of its membership, officials of agencies that administer or operate major modes or systems of transportation, including but not limited to transit operators, sponsors of major local airports, maritime ports and rail operators. The representative of the major modes or systems of transportation may be accorded voting or non-voting advisor status. In the Metropolitan Area, if authorities or agencies have been or may be created by law to perform transportation functions and that are not under the jurisdiction of a general purpose local government represented on the Collier MPO, the Metropolitan Planning Organization shall request the Governor to designate said authority or agency as a voting member of the MPO in accordance with the requirements of Section 339.175, Florida Statutes. If the new member would alter local government representation in the Collier MPO, the Collier MPO shall propose a revised apportionment plan to the Governor to ensure voting membership on the Metropolitan Planning Organization to an elected official representing public transit authorities which have been, or may be, created by law.

(d) The Collier MPO shall ensure that representatives of transit and airports within the Metropolitan Area are provided membership on the Collier MPO's Technical Advisory Committee.

Section 3.02. Preparation of transportation related plans.

(a) Although the adoption or approval of the Unified Planning Work Program, the Transportation Improvement Program, and the Long-Range Transportation Plan is the responsibility of the Collier MPO, development of such plans or programs shall be viewed as a cooperative effort involving the Department, CAT, the City of Naples Airport Authority, and Collier County Airport Authority. In developing its plans and programs, the Collier MPO shall solicit the comments and recommendations of the Parties to this Agreement in the preparation of such plans and programs.

(b) At the commencement of the process of preparing the Unified Planning Work Program, the Transportation Improvement Program, or the Long-Range Transportation Plan, or preparing other than a minor amendment thereto (as determined by the Collier MPO), the Collier MPO shall extend notice to the Department, CAT, the City of Naples Airport Authority, and Collier County Airport Authority advising the scope of the work to be undertaken and inviting comment and participation in the development process. The Collier MPO shall ensure that the chief operating officials of the Department, CAT, the City of Naples Airport Authority, and Collier County Airport Authority shall receive approximate 15 days written formal notice of all public workshops and hearings relating to the development of such plans and programs. It is stipulated by the Parties to this Agreement that the failure by the Collier MPO to properly extend written or other notice shall not invalidate, or be lodged as a claim to invalidate, the adoption of the aforementioned plans and programs.

(c) Local government comprehensive plans.

(1) In developing the Transportation Improvement Program, Long-Range Transportation Plan, or a Corridor or Subarea Studies, or preparing other than a minor amendment thereto (as determined by the Collier MPO), the Collier MPO, CAT, the City of Naples Airport Authority, and the Collier County Airport Authority shall analyze for each local government in the Metro Area: (i) the comprehensive plan future land use elements; (ii) the goals, objectives, and policies of the comprehensive plans; and (iii) the zoning, of each local governments in the Metropolitan Area. Based upon the foregoing review and a consideration of other growth management factors, the Collier MPO, CAT, the City of Naples Airport Authority, and the Collier County Airport Authority, shall provide written recommendations to local governments in the Metropolitan Area in the development, amendment, and implementation of their comprehensive plans. A copy of the recommendations shall be sent to the Southwest Florida Regional Planning Council.

(2) The Collier MPO agrees that, to the maximum extent feasible, the Long-Range Transportation Plan and the project and project phases within the Transportation Improvement Program shall be consistent with the future land use element and goals, objectives and policies of the comprehensive plans of local government in the Metropolitan Area. If the Collier MPO's Transportation Improvement Program is inconsistent with a local government comprehensive plan, the Collier MPO shall so indicate, and the Collier MPO shall present, as part of the Transportation Improvement Program, justification for including the project in the program.

(d) Multi-modal transportation agency plans.

(1) In developing the Transportation Improvement Program, Long-Range Transportation Plan, or a Corridor or Subarea Studies, or preparing other than a minor amendment thereto (as determined by the Metropolitan Planning Organization, the Collier MPO shall analyze the affected: master plans of CAT, the City of Naples Airport Authority and the Collier County Airport Authority. Based upon the foregoing review and a consideration of other transportation-related factors, the Collier MPO shall from time to time and as appropriate, provide recommendations to the Parties to this Agreement as well as local governments within the Metropolitan Area, for the development, amendment, and implementation of their master, development or comprehensive plans.

(2) In developing or revising their respective master or development plans, the Parties to this Agreement shall analyze the draft or approved Unified Planning Work Program, Transportation Improvement Program, Long-Range Transportation Plan, or Corridor and Subarea Studies or amendments thereto. Based upon the foregoing review and a consideration of other transportation-related factors, the Parties to this Agreement shall from time to time and as appropriate, provide written recommendations to the Collier MPO with regard to development, amendment, and implementation of the plans, programs and studies.

(3) The Collier MPO agrees that, to the maximum extent feasible, the Transportation Improvement Program shall be consistent with the affected master plans and development plans of the Parties to this Agreement.

(e) By letter agreement to be executed by the Collier MPO and the affected transit and Airport providers represented by Collier MPO members, the Collier MPO and the affected agency or authority shall mutually develop a process for planning coordination, forwarding recommendations and project programming consistency to be referred to as the "letter agreement." The Parties to this Agreement agree that the Collier MPO need only include in the Transportation Improvement Program those state-funded airport and seaport projects that directly relate to surface transportation activities. The process agreed to in the letter agreement shall provide flexible deadlines for inter-agency comment on affected plans referenced in this section. Upon approval, the letter agreement shall be appended to this Agreement and shall be an exhibit hereto. The signatories to the letter agreement may revise or terminate the Agreement upon 30 days written notice to all other Parties to this Agreement but without approval of other Parties hereto.

ARTICLE 4
INTERGOVERNMENTAL COORDINATION AND REVIEW

Section 4.01. Coordination with Southwest Florida Regional Planning Council. The Southwest Florida Regional Planning Council shall perform the following tasks:

(a) Within 30 days of receipt, review the draft of the proposed Transportation Improvement Program, Long-Range Transportation Plan, Corridor and Subarea Studies, or amendments thereto, as requested by the Collier MPO, to identify inconsistencies between the foregoing plans and programs and applicable local government comprehensive plans adopted pursuant to Chapter 163 *et seq.*, Florida



Statutes, for counties and cities within the Metropolitan Area and the adopted Strategic Regional Policy Plan.

(1) The Parties hereto recognize that pursuant to Florida law, the Long-Range Transportation Plan and the Transportation Improvement Program of the Collier MPO must be considered by cities and counties within the Metropolitan Area in the preparation, amendment and update/revision of their comprehensive plans. Further, the Long-Range Transportation Plan and the projects and project phases within the Transportation Improvement Program are to be consistent with the future land use element and goals, objectives and policies of the comprehensive plans of local governments in the Metropolitan Area to the maximum extent feasible. Therefore, promptly upon completion of its review of the draft proposal, the Southwest Florida Regional Planning Council shall advise the Collier MPO and each affected county or city of its findings.

(2) If, after completing its review of the draft proposal, the Southwest Florida Regional Planning Council deems that the plans and programs submitted are not acceptable, the Southwest Florida Regional Planning Council shall promptly advise the Collier MPO in writing of its concerns and identify those portions of the submittals which need to be reevaluated and potentially modified.

(3) Upon final adoption of the proposed Transportation Improvement Program, Long-Range Transportation Plan, Corridor and Subarea Studies, or amendments thereto, the Collier MPO may request that the Southwest Florida Regional Planning Council consider adoption of regional transportation goals, objectives, and policies in the Strategic Regional Policy Plan implementing the adopted Transportation Improvement Program, Long-Range Transportation Plan, Corridor and Subarea Studies or amendments thereto. If the proposed plan, program, or study, or amendments thereto, was the subject of previous adverse comment by the Southwest Florida Regional Planning Council, the Collier MPO will identify the change in the final adopted plan intended to resolve the adverse comment, or alternatively, the Collier MPO shall identify the reason for not amending the plan as suggested by the Southwest Florida Regional Planning Council.

(b) Provide the availability of the conflict and dispute resolution process as set forth in Article 5 below.

ARTICLE 5 CONFLICT AND DISPUTE RESOLUTION PROCESS

Section 5.01. Disputes and conflicts under this Agreement. This process shall apply to conflicts and disputes relating to matters subject to this Agreement, or conflicts arising from the performance of this Agreement. Except as otherwise provided in this Article 5, only representatives of the agencies with conflicts or disputes shall engage in conflict resolution.

Section 5.02. Initial resolution. The affected Parties to this Agreement shall, at a minimum, ensure the attempted early resolution of conflicts relating to such matters. Early resolution shall be handled by direct discussion between the following officials:

For the Department: by the District Director for Southwest Area Office

For the Collier MPO: by the MPO Executive Director

For the Southwest Florida Regional Planning Council: by the Executive Director

For CAT: by the Alternative Transportation Modes Department Director

For the City of Naples Airport Authority: by the Executive Director

For the Collier County Airport Authority: by the County Manager

