

**INTERLOCAL AGREEMENT
AMONG THE LAKE-SUMTER METROPOLITAN PLANNING
ORGANIZATION (MPO), THE LAKE COUNTY BOARD OF COUNTY
COMMISSIONERS, THE SUMTER COUNTY BOARD OF COUNTY
COMMISSIONERS AND THE MUNICIPALITIES OF ASTATULA, BUSHNELL,
CLERMONT, COLEMAN, EUSTIS, FRUITLAND PARK, GROVELAND,
HOWEY-IN-THE-HILLS, LADY LAKE, LEESBURG, MASCOTTE,
MINNEOLA, MONTVERDE, MOUNT DORA, TAVARES, UMATILLA, AND
WILDWOOD FOR FUNDING AND IMPLEMENTATION OF THE MPO'S
TRANSPORTATION MANAGEMENT SYSTEM AND FOR THE CREATION
AND MANAGEMENT OF A FUND FOR NON-GRANT-ELIGIBLE EXPENSES**

RECITALS

WHEREAS, the Lake-Sumter Metropolitan Planning Organization (MPO) was created through interlocal agreement among Lake County, Sumter County, and the 14 municipalities of Lake County and was approved by Gov. Jeb Bush on December 9, 2003; and

WHEREAS, in 2007, an interlocal agreement was approved by the MPO and the member local governments of the MPO to create a locally-funded Transportation Concurrency Management System, which evolved into the current Transportation Management System; and

WHEREAS, the MPO was re-designated in 2010 by Gov. Charlie Crist to include all of Sumter County and the county's five municipalities; and

WHEREAS, the MPO is responsible for managing a continuing, cooperative, and comprehensive transportation planning process for Lake and Sumter counties; and

WHEREAS, transportation management is a growth management principle ~~that~~ which ensures the ~~eat~~ necessary transportation facilities and services are available concurrent with the impacts of development; and

WHEREAS, local governments contemplating new development should assure that adequate roadway capacity is available concurrent with the impacts of the proposed development and that the proposed development will not degrade the roadway below the adopted level of service standards; and

WHEREAS, the counties, the MPO and the municipalities wish to ensure that level of service standards for transportation facilities are maintained throughout the county; and

WHEREAS, the counties, the MPO, and the municipalities are working together to develop a centralized Transportation Management System (TMS) that will facilitate effective intergovernmental coordination on transportation facilities; and

WHEREAS, the MPO will, as part of the centralized TMS, maintain the data to be used by the counties and the municipalities in making their development approval decisions; and

WHEREAS, local funds from member local governments are provided annually to the MPO ~~for consultant and personnel expenditures to cover consulting costs and to cover personnel costs~~ associated with the expanded MPO staff that manages the TMS; and

WHEREAS, the local funds provided to the MPO are collected through an annual invoicing process that coincides with the local governments' fiscal years; and

WHEREAS, the MPO incurs certain costs that are not eligible for reimbursement through federal ~~and/or~~ state grants, and therefore the MPO requires a local funding source to cover non-grant-eligible expenses; and

WHEREAS, the MPO and the member local governments of the MPO seek to update the interlocal government regarding the TMS and include in the updated interlocal agreement provisions to annually invoice member local governments for TMS expenses and for non-grant-eligible expenses per the annual budget approved by the MPO.

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, and payment hereinafter set forth, and intending to be legally bound, the parties hereby agree as follows:

Article 1. Recitals

1.1 The foregoing recitals are true and correct and incorporated herein by reference.

Article 2. Purposes

2.1 ~~The purpose of this Agreement is to address the TMS and to provide for the collection of local funds to cover MPO expenses that are not eligible for reimbursement through federal and state grants.~~ The purpose of this Agreement is to implement a centralized database of transportation information that all parties to the agreement may utilize as part of their individual transportation management systems as prescribed within their individual comprehensive plans and land development regulations. Data on development applications, vested and existing development, and traffic count information will be provided to the MPO by the counties and the municipalities. The MPO will maintain a database and model which will show impacts that proposed development will have on the transportation system and will provide results of such modeling to the counties and municipalities. This Agreement also provides for the allocation of local funds paid into the TMS

to include expenditures not eligible for reimbursement through any federal or state grants received by the MPO.

Article 3. TMS Procedure

- 3.1** So that the centralized Transportation Management System (TMS) will contain the most current information available, local governments will provide to the MPO any legally vested trips, any formally reserved trips and certificate of occupancy information. Initial information, to the extent available, shall be provided within ninety (90) days of the effective date of this Agreement, and thereafter during the term of this Agreement on a monthly basis.
- 3.2** Local governments party to this agreement may submit data from any applicant who is seeking a development approval for a project, including the traffic impact analysis, the number of proposed residential units and amount of non-residential square footage by use in accordance with the latest edition of the Institute of Transportation Engineers (ITE) Trip Generation Manual.
- 3.3** Upon receipt of such data by the MPO, the following procedure shall be implemented in order to provide the local government with the information required in a timely fashion:
- 1) Provided the data received is determined to be sufficient to issue a report of findings, the MPO will evaluate the data based upon existing road capacity information, including adopted level of service, existing trips, reserved trips and vested trips, and submit a report of its findings within 15 calendar days of receipt of the request.
 - 2) If the local government determines that additional information should be factored into the analysis, it may submit its comments for evaluation to the MPO within 15 calendar days of the issuance of the MPO's report for that application.
 - 3) The MPO will review additional information submitted by the local government and provide final comments within 15 calendar days of the submittal of new information.
 - 4) If the facility is designated by the State of Florida as a SIS (Strategic Intermodal System) facility or if the facility is a non-SIS state facility operating at 90 percent capacity or greater, the Florida Department of Transportation (FDOT) will be consulted for comments on proposed impacts. If no comments are received from FDOT within 30 days, the MPO will issue its report based upon existing data.
- 3.4** The MPO will not make concurrency determinations on behalf of any local government. The MPO will issue a report of findings based on the data maintained by the MPO and the data submitted by the local government. The responsibility to

make concurrency determinations on development applications remains with the local government.

- 3.5** The MPO will, upon request, assist any government in assessing needed changes by such local government to its comprehensive plan policies or land development regulations related to transportation or transportation impacts.

Article 4. Term

- 4.1** This Agreement shall become effective upon approvals by the member local governments of the MPO and final approval by the MPO.
- 4.2** This Agreement shall remain in effect until terminated by the parties to this Agreement, or as otherwise provided by law. Any party may withdraw from this Agreement after presenting, in written form, a notice of intent to withdraw presented to the other parties of this Agreement, at least ninety (90) days prior to the intended date of withdrawal. The withdrawing party and the remaining parties shall execute a memorandum reflecting the legal withdrawal of the party and the alteration of the list of parties that are signatories to this Agreement.
- 4.3** If for any reason this Agreement is terminated in its entirety, the TMS and its associated data in the format at the time of termination will be provided to the member local governments at no additional cost.

Article 5. Funding

- 5.1** Each local government will pay the MPO to fund the TMS an amount based upon its population percentage relative to the populations of all member local governments per an annual budget approved by the MPO by May 31 of each year. Invoicing for local funds shall be conducted by the MPO after October 1 of each year.
- 5.2** The annual budget approved by the MPO by May 31 of each year shall include local funding amounts for the TMS and for the local funds that have been designated to cover MPO costs not eligible for federal or state grant reimbursement.
- 5.3** In each odd numbered year, the population figures and related contributions will be reviewed and adjusted as necessary for population changes. Funding contributions will be adjusted based upon Bureau of Economic and Business Research (BEBR) population figures. The updated information will be provided to each local government by May 31. The new contribution rates shall become effective October 1.

Article 6. TMS Annual Report

- 6.1** An Annual Report on the status of all facilities included in the TMS shall be published each year and may be used in the MPO annual project prioritization process.

Article 7. General Provisions

- 7.1** This Agreement, and any amendments hereto, may be simultaneously executed in several counterparts, each of which is executed shall be an original, and such counterparts together shall constitute one and the same instrument.
- 7.2** Amendments or modifications to this Agreement may only be made by written agreement signed by all parties hereto, with the same formalities as the original agreement.
- 7.3** This agreement shall be recorded in the official public records of each county.



Financial Analysis Update

December 2016

Items

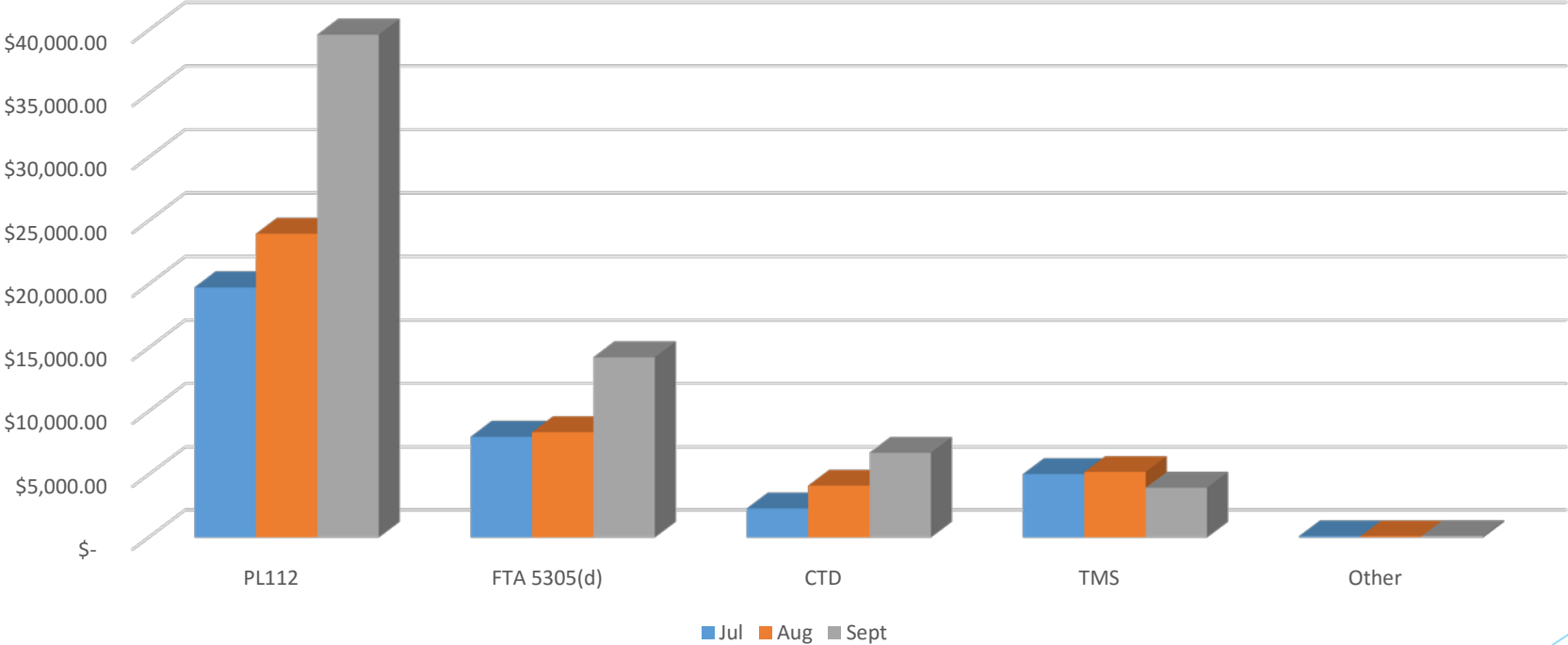
- ▶ Labor Cost Numbers 1st Quarter
- ▶ MPO Time Tracking 1st Quarter

Lake~Sumter MPO: 1st Quarter Labor Cost Analysis

Funding Source	Jul	Aug	Sept	Funding Source Totals
PL112	\$ 19,759.62	\$ 23,978.01	\$ 44,280.12	\$ 88,017.74
FTA 5305(d)	\$ 7,995.43	\$ 8,359.98	\$ 14,252.93	\$ 30,608.34
CTD	\$ 2,306.06	\$ 4,120.16	\$ 6,736.63	\$ 13,162.85
TMS	\$ 5,040.38	\$ 5,210.51	\$ 3,955.45	\$ 14,206.35
Other	\$ 98.83	\$ 96.49	\$ 123.61	\$ 318.93
Monthly Totals	\$ 35,200.32	\$ 41,765.15	\$ 69,348.74	\$ 146,314.21

Labor Cost Numbers: 1st Quarter by Funding Sources by Month

Payroll Totals 1st Quarter



Lake~Sumter MPO 1st Qtr Time Tracking Totals

Funding Source	<i>Jul</i>	<i>Aug</i>	<i>Sept</i>	<i>Total Hours for Funding Source</i>
<i>PL112</i>	599.8	621.25	773.2	1994.25
<i>FTA 5305(d)</i>	242.7	216.6	244.8	704.1
<i>CTD</i>	70	135	109	314
<i>TMS</i>	153	106.75	64	323.75
<i>Other</i>	3	2.5	2	7.5
<i>Total Hours for Each Month</i>	1068.5	1082.1	1193	3343.6

Lake~Sumter MPO: 1st Quarter Time Tracking Allocation Analysis

Percentage Breakdown Per Funding Source

