



EXECUTIVE COMMITTEE MEETING

Date: Tuesday, July 25, 2023
 Time: 2:00 pm
 Location: St. Lucie TPO Conference Room

AGENDA

1. Call to Order
2. Roll Call
3. Comments from the Public
4. Approval of Agenda
5. Approval of Meeting Summary
 - *May 25, 2022*
6. Unified Planning Work Program (UPWP) Tasks and Budget and Grants Mid-Term Reviews: Mid-term reviews of the UPWP tasks and budget and the grants administered by the TPO.
7. Executive Director's Performance Review: Discussion of the **format for the review of the Executive Director's performance in FY 2022/23.**
8. Decennial Apportionment Review: Discussion of the Decennial Apportionment Review of the Board membership specified by Florida Statutes and requested by the Florida Department of Transportation.
9. Recommendations/Comments by Members
10. Staff Comments
11. Adjourn

NOTICES

The St. Lucie TPO satisfies the requirements of various nondiscrimination laws and regulations including Title VI of the Civil Rights Act of 1964. Public participation is welcome without regard to race, color, national origin, age, sex, religion, disability, income, or family status. Persons wishing to express their concerns about nondiscrimination should contact Marceia Lathou, the Title VI/ADA Coordinator of the St. Lucie TPO, at 772-462-1593 or via email at lathoum@stlucieco.org.

Persons who require special accommodations under the Americans with Disabilities Act (ADA) or persons who require translation services (free of charge) should contact Marceia Lathou at 772-462-1593 at least five days prior to the meeting. Persons who are hearing or speech impaired may use the Florida Relay System by dialing 711.

Items not included on the agenda may also be heard in consideration of the best interests of **the public's health, safety, welfare, and as necessary to protect every person's right of access**. If any person decides to appeal any decision made by the St. Lucie TPO Executive Committee with respect to any matter considered at this meeting, that person shall need a record of the proceedings, and for such a purpose, that person may need to ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which the appeal is to be based.

Kreyòl Ayisyen: Si ou ta renmen resevwa enfòmasyon sa a nan lang Kreyòl Ayisyen, tanpri rele nimewo 772-462-1593.

Español: Si usted desea recibir esta información en español, por favor llame al 772-462-1593.



EXECUTIVE COMMITTEE MEETING

Date: Wednesday, May 25, 2022
 Time: 2:00 pm
 Location: St. Lucie TPO Conference Room

MEETING SUMMARY

1. Call to Order

Chairwoman Morgan called the meeting to order at 2:20 pm.

2. Roll Call

A quorum was confirmed with the following members present:

Members Present

Chairwoman Stephanie Morgan
 Vice Chairman Jeremiah Johnson
 Darrell Drummond
 Jack Kelly

Representing

City of Port St. Lucie
 City of Fort Pierce
 Community Transit
 St. Lucie School District

Others Present

Peter Buchwald
 Caroline Valentin (via phone)

Representing

St. Lucie TPO
 St. Lucie County

3. Comments from the Public – None.

4. Approval of Agenda

* MOTION by Vice Chairman Johnson to approve the agenda.

** SECONDED by Mr. Drummond Carried UNANIMOUSLY

5. Approval of Meeting Summary
 • *July 26, 2021*

* MOTION by Mr. Drummond to approve the Meeting Summary.

** SECONDED by Vice Chairman Johnson Carried UNANIMOUSLY

6. Executive Director Employment Agreement: Review the Executive Director Employment Agreement and form a recommendation for the TPO Board to consider pertaining to an extension of the Agreement.

Mr. Buchwald presented the current Employment Agreement which expires on June 30th and expressed gratitude for the opportunity to serve the TPO for the past 14 years. The Executive Committee then discussed three potential revisions to the Employment Agreement requested by Mr. Buchwald. The Members initially discussed revising the Agreement to provide Mr. Buchwald the authority to adjust Staff salaries subject to the budget as adopted by the Board. The Members also discussed and compared such authority that is provided within their organizations.

* MOTION by Mr. Kelly to recommend to the Board to provide the authority to the Executive Director to set staff salaries subject to the review and approval of the salary budget line item by the Board.

** SECONDED by Mr. Drummond Carried UNANIMOUSLY

The Members subsequently discussed increasing the salary of the Executive Director by 13 percent which included the review of a survey of the salaries and benefits provided to the Executive Directors of various Metropolitan Planning Organizations (MPOs) within Florida. It was identified that such a salary increase would place Mr. Buchwald's salary into the upper tier of salaries for Executive Directors of mid-sized MPOs in Florida and would be within the TPO's budget.

* MOTION by Mr. Drummond to recommend to the Board an increase in the salary of the Executive Director to \$150,000 and to provide to the Board at the next meeting the Florida MPO Executive Directors Salary and Benefits Survey Summary for review.

** SECONDED by Mr. Kelly Carried UNANIMOUSLY

The Members finally discussed the benefits of a three-year term of an extension to the Employment Agreement which included the

suggestion that a new Employment Agreement may be more straightforward rather than another extension of the existing Employment Agreement because of the numerous extensions that have occurred over the past 14 years.

- * MOTION by Mr. Johnson to recommend to the Board the execution of a new Employment Agreement with Mr. Buchwald with a three-year term that includes the same terms and conditions as the original Employment Agreement except for the three potential revisions discussed today by the Members.

** SECONDED by Mr. Kelly Carried UNANIMOUSLY

7. TPO Office Lease Agreement: Review the TPO Office Lease Agreement and form a recommendation for the TPO Board to consider pertaining to exercising its option to renew the Lease Agreement.

Mr. Buchwald presented the TPO's 10-year Lease Agreement for its current office space which expires on December 5th. He explained the TPO's option to renew the Lease Agreement for two additional five-year terms and the need to notify the Landlord by June 8th if the TPO wishes to exercise the option to renew the lease term. He further presented the results of a review that was conducted of potential alternatives to the current office and a summary of the monthly rent over the next five years if the Lease Agreement was renewed based on the initial discussions with the Landlord. The Members discussed the advantages of renewing the Lease Agreement which includes the rent remaining within the TPO's adopted budget.

- * MOTION by Mr. Kelly to recommend to the Board the exercise of its option to renew the Lease Agreement.

** SECONDED by Mr. Johnson Carried UNANIMOUSLY

8. Recommendations/Comments by Members - None

9. Staff Comments - Mr. Buchwald thanked the members for their support and for the opportunity to serve the TPO for another three years.

10. Adjourn - The meeting was adjourned at 3:30 pm.

DRAFT



AGENDA ITEM SUMMARY

Board/Committee:	St. Lucie TPO Executive Committee
Meeting Date:	July 25, 2023
Item Number:	6
Item Title:	Unified Planning Work Program (UPWP) Tasks and Budget and Grants Mid-Term Reviews
Item Origination:	UPWP
UPWP Reference:	Task 1.1: Program Management
Requested Action:	Review and provide comments to Staff
Staff Recommendation:	It is recommended that the summaries be reviewed and comments be provided to Staff.

Attachments

- Staff Report
- FY 2022/23 – FY 2023/24 UPWP **Work** Task Summary
- FY 2022/23 - FY 2023/24 Budget and Expenses
- Summary of Costs Incurred by UPWP Task for each of the TPO's Grants



MEMORANDUM

TO: St. Lucie TPO Executive Committee

FROM: Peter Buchwald
Executive Director

DATE: July 18, 2023

SUBJECT: Unified Planning Work Program (UPWP) Tasks and Budget and Grants Mid-Term Reviews

BACKGROUND

As the first fiscal year of the FY 2022/23 – FY 2023/24 UPWP and Budget has ended, mid-term reviews may be conducted of the UPWP tasks completed to date, the expenses incurred in FY 2022/23, and the grants that are administered by the TPO.

ANALYSIS

The attached FY 2022/23 – FY 2023/24 UPWP Task Summary identifies the status of each of the activities and end products programmed in the first fiscal year of the UPWP. The summaries confirm that the activities and end products programmed in FY 2022/23 were substantially completed in accordance with the UPWP.

The attached FY 2022/23 - FY 2023/24 Budget and Expenses summarizes the two-year budget of the UPWP and the expenses incurred by the TPO in FY 2022/23. The attached Summary of Costs Incurred by UPWP Task for each of the TPO's grants summarizes the costs incurred for the five grants administered by the TPO in FY 2022/23. The following findings are provided based on the summary:

- 1) The expenses incurred by the TPO in FY 2022/23 did not exceed the adopted budgets in any of the budget categories.
- 2) The total expenses incurred by the TPO for FY 2022/23 is less than the adopted total budget for FY 2022/23.

- 3) No changes to the adopted FY 2022/23 – FY 2023/24 budget are necessary other than the carrying over of the line-item budget surpluses to FY 2023/24.
- 4) None of the expenses incurred by the TPO in FY 2023/24 exceeded any of the budgets for the grants administered by the TPO in FY 2023/24.

RECOMMENDATION

It is recommended that the summaries be reviewed and comments be provided to Staff.

FY 2022/23 - FY 2023/24 Unified Planning Work Program
Work Task Summary

Element	Task	End Products	Completion Dates	Status
1. Program Administration	1.1 Program Management	2023 Legislative Priorities (uses local funds only)	December 2022	Completed
		2024 Legislative Priorities (use local funds only)	October 2023	In Process
		2023 Annual Joint Certification Review	May 2023	Completed
		2024 Annual Joint Certification Review	May 2024	
	1.2 UPWP Development	FY 2024/25 – FY 2025/26 UPWP Kickoff Meeting	January 2024	
		Review by Advisory Committees & Board	March/April 2024	
		Transmittal to FDOT	March 2024	
		Public Comment Period	March/April 2024	
		Adoption by Board	April 2024	
		Transmittal to FHWA & FTA	May 2024	
	UPWP Amendments	As needed		
2. Modeling, GIS, Data Management, and Performance Measurement	2.1 Travel Demand Modeling	TCRPM 2045 TAZ and Model Updates	June 2023	Completed
		TCRPM5 Application and Support	Ongoing	
		TCRPM6 Development and Support	TBD	In Process
		Participation in MTF and regional modeling activities	Ongoing	
	2.2 GIS And Data Management	Community Profile Updates	December 2023	
	2.3 Traffic Count Program Management	2023 Traffic Count and LOS Report	June 2023	Completed
		2024 Traffic Count and LOS Report	June 2024	
	2.4 Performance Measurement and Target Setting	Set 2023 Performance Targets and Report to FDOT	February 2023	Completed
Set 2024 Performance Targets and Report to FDOT		February 2024		
3. Recurring and Systems and Project Planning	3.1 Long Range Transportation Planning	TIP/LRTP Performance Report 2023	June 2023	Completed
		TIP/LRTP Performance Report 2024	June 2024	
		Airport Connector Corridor Alignment Study	June 2024	In Process
	3.2 Transit Planning	Fort Pierce Passenger Rail Station Planning	December 2022	Cancelled
		TDP Annual Progress Report	September 2022	Completed
		TDP Annual Progress Report	September 2023	
		TDP Major Update	June 2024	In Process
	3.3 Transportation Improvement Program (TIP)	Submittal of 2022/23 LOPP to FDOT	August 2022	Completed
		Review/Endorsement of FDOT's Five-Year Work Program	December 2022	Completed
		FY 2023/24 – FY 2027/28 TIP Adoption & Interactive TIP Update	June 2023	Completed
		Annual Publication of Obligated Federal Projects	June 2023	Completed
		Submittal of 2023/24 LOPP to FDOT	June 2023	Completed
		Review/Endorsement of FDOT's Five-Year Work Program	October 2023	
	3.4 Congestion Management Process (CMP)	FY 2024/25 – FY 2028/29 TIP Adoption & Interactive TIP Update	June 2024	
		Annual Publication of Obligated Federal Projects	June 2024	
		Special Events Congestion Management and Parking Plan (SECMAPP)	February 2023	Completed
CMP Update/Annual Report		June 2023	Completed	
	CMP Major Update	June 2024	In Process	

FY 2022/23 - FY 2023/24 Unified Planning Work Program
Work Task Summary (continued)

Element	Task	End Products	Completion Dates	Status
3. Recurring and Systems and Project Planning (continued)	3.5 Bicycle-Pedestrian/Complete Streets Planning	SUN Trail Network Port of Ft Pierce Overpass Connector Feasibility Study	June 2024	In Process
	3.6 Freight Planning	Update St. Lucie Freight Network	June 2023	Completed
		Advanced Air Mobility Study, Phase II	June 2024	In Process
	3.7 Safety and Security Planning	Spot Speed Studies	March 2023	Completed
		Automated Speed Enforcement Study	March 2024	
	3.8 Transportation Disadvantaged (TD) Program	Midway Road Safety Study	June 2023	In Process
		TDSP Annual Update	May 2023	Completed
		CTC Designation/Re-Designation	July 2023	Completed
		TDSP Major Update	December 2023	
		2023 CTC Evaluation	June 2023	Completed
		2024 CTC Evaluation	June 2024	
	3.9 Environmental Planning	LCB Meeting Summaries	After the LCB Meetings	
		Carbon Reduction Strategy	February 2023	Completed
3.10 ACES Vehicles Planning	Transportation Asset/Service Vulnerability Assessment Update	June 2024		
	Electric Vehicle Charging Station Plan Update	December 2022	Completed	
4. Regional and Intergovernmental Planning and Coordination	4.1 Models of Regional Planning Cooperation	Sustainable Transportation Plan	June 2023	In Process
		Develop the 2045 Treasure Coast RL RTP	June 2023	In Process
4.2 Intergovernmental Planning and Coordination	4.2 Intergovernmental Planning and Coordination	2022 TCSHP Annual Report	February 2023	Completed
		2023 TCSHP Annual Report	February 2024	
5. Public Participation, Education & Outreach	5.1 Public Participation, Education & Outreach	Annual PPP Evaluation of Effectiveness and Update	February 2023	Completed
		Title VI Plan Major Update	October 2023	
		Annual PPP Evaluation of Effectiveness and Update	February 2024	
		CAC/BPAC Meeting Summaries	After the CAC/BPAC Meetings	



FY 2022/23 - FY 2023/24 Budget and Expenses

Expense	FY 2020/21 Budget	FY 2020/21 Expenses	FY 2021/22 Budget	FY 2021/22 Budget with Carryover	FY 2021/22 Expenses	FY 2022/23 Budget	FY 2022/23 Expenses as of 6/30/2023	FY 2023/24 Budget	FY 2023/24 Budget with Carryover
Staff Salaries	\$389,471	\$339,714	\$419,294	\$469,051	\$369,871	\$446,468	\$382,458	\$465,981	\$529,991
Staff Benefits	\$183,823	\$180,081	\$152,250	\$155,992	\$155,025	\$200,000	\$169,800	\$210,000	\$240,200
Professional Services/Consultants ¹	\$272,500	\$254,608	\$215,000	\$232,892	\$222,894	\$1,228,000	\$382,160	\$477,000	\$1,322,840
Travel	\$7,000	\$587	\$10,000	\$16,413	\$1,643	\$5,800	\$2,343	\$5,800	\$9,257
Postage	\$150	\$17	\$150	\$283	\$75	\$100	\$0	\$100	\$200
Equipment Rental	\$2,500	\$2,240	\$2,500	\$2,760	\$2,105	\$2,000	\$1,802	\$2,000	\$2,198
Advertising	\$5,000	\$2,993	\$5,000	\$7,007	\$2,350	\$1,890	\$1,103	\$1,890	\$2,677
General/Administrative Charges	\$50,000	\$37,622	\$50,000	\$62,378	\$37,891	\$55,000	\$36,234	\$55,000	\$73,766
Office Supplies	\$3,500	\$991	\$3,500	\$6,009	\$487	\$4,000	\$1,810	\$4,000	\$6,190
Equipment <5000	\$1,000	\$0	\$1,000	\$2,000	\$0	\$1,000	\$972	\$1,000	\$1,028
Supplies-Computer	\$500	\$236	\$500	\$764	\$54	\$1,000	\$0	\$1,000	\$2,000
Operating Supplies	\$2,000	\$1,126	\$2,000	\$2,874	\$978	\$5,000	\$934	\$5,000	\$9,066
Books & Subscriptions	\$225	\$207	\$225	\$243	\$99	\$250	\$84	\$250	\$416
Training/Seminars	\$2,000	\$125	\$15,000	\$16,875	\$0	\$20,300	\$0	\$2,300	\$22,600
Equipment >1000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Communications	\$1,000	\$815	\$1,000	\$1,185	\$861	\$1,000	\$717	\$1,000	\$1,283
Utilities	\$5,000	\$3,499	\$5,000	\$6,501	\$3,838	\$5,000	\$3,125	\$5,000	\$6,875
Building Rent	\$96,306	\$96,175	\$99,326	\$99,457	\$99,056	\$115,000	\$101,155	\$121,000	\$134,845
Total	\$1,021,975	\$921,037	\$981,745	\$1,082,683	\$897,226	\$2,091,808	\$1,084,697	\$1,358,321	\$2,365,432

NOTES

¹ Includes HVAC, Janitorial, and Security Services

SUMMARY OF COSTS INCURRED BY UPWP TASK
 FY 2022/23-4th Quarter (Invoice #4)
 April 1, 2023 - June 30, 2023



FM No. 439326-4-14-01
 Contract # G2931
 F.A. Program No. PL-0311 (060)

UPWP Task No.	UPWP Task Description	Fiscal Year 2022/23 Budget by Task	Staff Hours per Task This Quarter	Salaries Paid this Quarter	Benefitis Paid this Quarter	Expenses Paid This Quarter	Total Reimbursable Costs Incurred This Quarter	Total Reimbursable Costs Previously Billed	Total Reimbursable Costs Incurred To Date	Year-1 Percentage of Budget Expended to Date	Remaining Balance
Element 1 Program Administration											
1.1	Program Management	\$337,069	346.0	\$13,217.16	\$7,510.27	\$41,847.24	\$62,574.67	\$227,649.66	\$290,224.33	86%	\$46,844.67
1.2	UPWP Development	\$3,000	10.5	\$757.16	\$427.90	\$0.00	\$1,185.06	\$923.77	\$2,108.83	70%	\$891.17
Element 2 Modeling, GIS, Data Management, and Performance Measurement											
2.1	Travel Demand Modeling	\$10,000	46.0	\$2,188.78	\$1,209.66	\$0.00	\$3,398.43	\$4,148.09	\$7,546.52	75%	\$2,453.48
2.2	GIS and Data Management	\$15,000	70.5	\$3,169.10	\$1,570.96	\$0.00	\$4,740.05	\$8,474.45	\$13,214.50	88%	\$1,785.50
2.4	Performance Management & Target Setting	\$10,000	49.0	\$2,165.79	\$950.29	\$0.00	\$3,116.08	\$6,125.20	\$9,241.28	92%	\$758.72
Element 3 Recurring and Systems and Project Planning											
3.1	Long Range Transportation Planning	\$10,000	27.5	\$1,880.38	\$1,008.61	\$0.00	\$2,888.99	\$4,430.57	\$7,319.56	73%	\$2,680.44
3.2	Transit Planning	\$10,000	11.0	\$572.64	\$234.63	\$0.00	\$807.27	\$8,258.99	\$9,066.26	91%	\$933.74
3.3	Transportation Improvement Program (TIP)	\$30,000	54.0	\$2,449.99	\$1,232.04	\$9,999.60	\$13,681.63	\$16,221.48	\$29,903.11	100%	\$96.89
3.4	Congestion Management Process (CMP)	\$60,000	19.0	\$885.46	\$535.91	\$36,600.00	\$38,021.37	\$20,878.54	\$58,899.91	98%	\$1,100.09
3.5	Bicycle-Pedestrian/Complete Streets Planning	\$20,000	61.5	\$3,275.51	\$1,658.67	\$0.00	\$4,934.17	\$12,071.68	\$17,005.85	85%	\$2,994.15
3.6	Freight Planning	\$10,000	16.5	\$779.50	\$338.21	\$0.00	\$1,117.71	\$5,523.60	\$6,641.31	66%	\$3,358.69
3.7	Safety and Security Planning	\$20,000	59.5	\$3,395.43	\$1,813.18	\$0.00	\$5,208.61	\$10,686.20	\$15,894.81	79%	\$4,105.19
3.9	Environmental Planning	\$77,000	42.0	\$1,994.91	\$979.05	\$13,250.00	\$16,223.96	\$56,478.37	\$72,702.33	94%	\$4,297.67
3.10	ACES Vehicles Planning	\$10,000	2.0	\$101.99	\$83.93	\$0.00	\$185.92	\$5,641.87	\$5,827.79	58%	\$4,172.21
Element 4 Regional & Intergovernmental Planning & Coordination											
4.1	Models of Regional Planning Cooperation	\$30,000	34.0	\$1,482.21	\$625.43	\$10,000.00	\$12,107.64	\$7,204.84	\$19,312.48	64%	\$10,687.52
4.2	Intergovernmental Planning & Coordination	\$20,000	50.0	\$2,694.52	\$1,511.58	\$0.00	\$4,206.11	\$13,718.86	\$17,924.97	90%	\$2,075.03
Element 5 Public Involvement, Education & Outreach											
5.1	Public Involvement, Education & Outreach	\$65,000	57.0	\$2,389.31	\$978.56	\$5,580.00	\$8,947.88	\$36,857.01	\$45,804.89	70%	\$19,195.11
TOTALS		\$737,069.00	956.0	\$43,399.83	\$22,668.88	\$117,276.84	\$183,345.55	\$445,293.18	\$628,638.73	85%	\$108,430.27

SUMMARY OF COSTS INCURRED BY UPWP TASK
 FY 2022/23-4th Quarter (Invoice # 4)
 April 1, 2023 - June 30, 2023



FM No. 439326-4-14-02
 Contract # G2931
 F.A. Program No. SU-0311(060)

UPWP Task No.	UPWP Task Description	Fiscal Year 2022/23 Budget by Task	Staff Hours per Task This Quarter	Salaries Paid this Quarter	Benefits Paid this Quarter	Expenses Paid This Quarter	Total Reimbursable Costs Incurred This Quarter	Total Reimbursable Costs Previously Billed	Total Reimbursable Costs Incurred To Date	Year-1 Percentage of Budget Expended to Date	Remaining Balance
Element 2	Modeling, GIS, Data Management, and Performance Measurement										
2.1	Travel Demand Modeling	\$60,000	41.0	\$1,888.66	\$938.77	\$12,620.00	\$15,447.43	\$44,551.90	\$59,999.33	100%	\$0.67
2.3	Traffic Count Program Management	\$80,000	80.0	\$4,563.10	\$2,330.96	\$40,386.22	\$47,280.28	\$17,778.13	\$65,058.41	81%	\$14,941.59
Element 3	Recurring and Systems Planning										
3.1	Long Range Transportation Planning	\$60,000	-	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$60,000.00
3.2	Transit Planning	\$35,000	170.5	\$8,282.00	\$2,681.14	\$0.00	\$10,963.14	\$21,838.29	\$32,801.43	94%	\$2,198.57
3.7	Safety and Security Planning	\$95,000	67.5	\$3,862.61	\$2,193.77	\$11,000.00	\$17,056.38	\$31,011.91	\$48,068.29	51%	\$46,931.71
3.10	ACES Vehicles Planning	\$70,000	86.0	\$5,134.50	\$2,325.43	\$35,076.00	\$42,535.93	\$14,568.94	\$57,104.87	82%	\$12,895.13
	TOTALS	\$400,000.00	445.0	\$23,730.87	\$10,470.07	\$99,082.22	\$133,283.16	\$129,749.17	\$263,032.33	66%	\$136,967.67



SUMMARY OF COSTS INCURRED BY UPWP TASK
 FY 2022/23-4th Quarter
 April 1, 2023 - June 30, 2023

FM No. 447339-1-14-01
 Contract #G2840
 CSFA 55.038
 County Grant No. 001497

UPWP Task No.	UPWP Task Description	Fiscal Year 2022/23 Budget by Task	Staff Hours per Task This Quarter	Salaries Paid this Quarter	Benefitis Paid this Quarter	Expenses Paid This Quarter	Total Reimbursable Costs This Quarter	Reimbursable Costs Previously Incurred	Total Reimbursable Costs To Date	Percentage of Budget Expended to Date	Remaining Balance
Element Recurring and Systems and Project Planning											
Task 3.5	Bike Complete Streets Planning	\$250,000.00	38.5	\$1,806.21	\$1,225.47	\$11,500.00	\$14,531.68	\$44,790.02	\$59,321.70	24%	\$190,678.30
	TOTALS	\$250,000.00	38.5	\$1,806.21	\$1,225.47	\$11,500.00	\$14,531.68	\$44,790.02	\$59,321.70	24%	\$190,678.30

SUMMARY OF FTA COSTS INCURRED BY UPWP TASK
 Fiscal Year 2022/23 - 4th Quarter Invoice #4
 April 1, 2023 - June 30, 2023



FM No. 413737-3-14-01
 Contract #G21 /0
 County Grant No. 001645

UPWP Task No.	UPWP Task Description	Fiscal Year 2016/21 Budget by Task	Fiscal Year 2021/22 Budget by Task	Staff Hours per Task This Quarter	Salaries Paid this Quarter	Benefitis Paid this Quarter	Expenses Paid This Quarter	Total Eligible Project Costs Incurred This Quarter	Total Eligible Project Costs Previously Incurred	Total Eligible Project Costs Incurred To Date	Percentage of Budget Expended to Date	Remaining Balance
Element 1	Program Administration											
1.1	Program Management	\$8,492	\$37,049	228.5	\$9,139.35	\$4,928.17	\$0.00	\$14,067.51	\$24,568.53	\$38,636.04	85%	\$6,904.96
Element 3	Recurring and Systems and Project Planning											
3.2	Transit Planning	\$0	\$70,541	159.5	\$7,579.46	\$3,884.46	\$0.00	\$11,463.93	\$59,072.20	\$70,536.13	100%	\$4.87
	TOTALS	\$8,492.00	\$107,590.00	388.0	\$16,718.81	\$8,812.63	\$0.00	\$25,531.44	\$83,640.73	\$109,172.17	94%	\$6,909.83



SUMMARY OF COSTS INCURRED BY UPWP TASK
 FY 2022/23-4th Quarter
 April 1, 2023 - June 30, 2023

FM No. 43202911401
 Contract #G2979
 CSFA 55.002

UPWP Task No.	UPWP Task Description	Fiscal Year 2022/23 Budget by Task	Staff Hours per Task This Quarter	Salaries Paid this Quarter	Benefitis Paid this Quarter	Expenses Paid This Quarter	Total Reimbursable Costs This Quarter	Reimbursable Costs Previously Incurred	Total Reimbursable Costs To Date	Percentage of Budget Expended to Date	Remaining Balance
Element: Recurring and Systems Planning											
Task 3.8	Transportation Disadvantaged Program	\$26,725.00	92.5	\$4,205.08	\$1,758.86	\$1,785.25	\$7,749.19	\$16,784.47	\$24,533.66	92%	\$2,191.34
	TOTALS	\$26,725.00	92.5	\$4,205.08	\$1,758.86	\$1,785.25	\$7,749.19	\$16,784.47	\$24,533.66	92%	\$2,191.34



AGENDA ITEM SUMMARY

Board/Committee:	St. Lucie TPO Executive Committee
Meeting Date:	July 25, 2023
Item Number:	7
Item Title:	Executive Director's Performance Review
Item Origination:	Executive Director Employment Agreement
UPWP Reference:	Task 1.1 - Program Management
Requested Action:	Discuss and recommend the format for the review of the Executive Director's performance in FY 2022/23.
Recommendation:	It is recommended that the TPO Executive Committee discuss and recommend the format for the review of the Executive Director's performance in FY 2022/23.

Attachments

- 2023 Executive Director Performance Review Form



Executive Director Performance Review

EMPLOYEE INFORMATION

Name: Peter Buchwald

Review Date:

REVIEW INFORMATION

Reviewer Name:

Review Period:

FY 2022/23

Complete this review using the following scale:

- 2 = EXCEEDS JOB EXPECTATIONS: Consistently exemplary performance, including in demanding situations or circumstances.
- 1 = MEETS JOB EXPECTATIONS: Competent performance in most situations and circumstances.
- 0 = PARTIALLY MEETS JOB EXPECTATIONS -- Shows capability, but in a variable manner. Improvement needed in key areas.
- X = DOES NOT MEET JOB EXPECTATIONS -- Major or ongoing problems that negatively impact organizational objectives.

(Outstanding) (Good) (Needs Work) (Poor)
 EVALUATION

2 1 0 X

Maintains effective communications with and availability for the Board	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Represents the TPO well, understands role, and implements the Board's vision	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Understands and maintains compliance with Federal and State TPO requirements	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Understands current trends and issues impacting the TPO and informs the Board as to their implications	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Hires and develops qualified staff appropriate for day-to-day operations and guides staff to achieve objectives	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Maintains public image of the TPO representing service, vitality and professionalism while enhancing the visibility and identity of the TPO	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Encourages the creation of partnerships with other organizations that contribute to the TPO's mission and vision	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Develops sound budgets for current and future revenues and expenses necessary to maintain daily and overall operations	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Maintains appropriate benefits and insurance coverage for staff and personnel and procurement policies in compliance with regulatory requirements	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Manages assets including technology, equipment, budget, and office space	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Encourages public involvement and maintains transparency for the Board, the public, and staff	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Meets challenges head on	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Additional Comments:

A large, empty rectangular box with a thin black border, occupying most of the page below the 'Additional Comments:' label. It is intended for the user to provide additional information or feedback.



AGENDA ITEM SUMMARY

Board/Committee:	St. Lucie TPO Executive Committee
Meeting Date:	July 25, 2023
Item Number:	8
Item Title:	Decennial Apportionment Review
Item Origination:	Florida Statutes and Florida Department of Transportation (FDOT)
UPWP Reference:	Task 1.1 – Program Management
Requested Action:	Discuss the Decennial Apportionment Review and form a recommendation to the Board pertaining to the completion of the Review.
Staff Recommendation:	It is recommended that the TPO Executive Committee discuss the Decennial Apportionment Review and form a recommendation to the Board pertaining to the completion of the Review.

Attachments

- Staff Report
- FDOT Email Correspondence dated May 16, 2023
- Interlocal Agreement for Creation of the Metropolitan Planning Organization dated September 13, 2006



MEMORANDUM

TO: St. Lucie TPO Executive Committee

FROM: Peter Buchwald
Executive Director

DATE: July 18, 2023

SUBJECT: Decennial Apportionment Review

BACKGROUND

Florida Statute 339.175(4) specifies the following:

"4) APPORTIONMENT.—

(a) Each M.P.O. shall review the composition of its membership in conjunction with the decennial census, as prepared by the United States Department of Commerce, Bureau of the Census, and with the agreement of the Governor and the affected general-purpose local government units that constitute the existing M.P.O., reapportion the membership as necessary to comply with subsection (3)."

Since the 2020 Census was completed and the results were released, the Florida Department of Transportation (FDOT) requested in the attached email correspondence that the Florida Metropolitan Planning Organizations (MPOs) initiate the Decennial Apportionment Review in accordance with the Florida Statutes. The TPO Executive Committee is requested to discuss the Decennial Apportionment Review and form a recommendation to the Board pertaining to the completion of the Review.

ANALYSIS

The membership on the TPO Board currently is apportioned as follows:

- Four (4) St. Lucie County Board of County Commissioners
- Four (4) City of Port St. Lucie Councilmembers
- Two (2) City of Fort Pierce Commissioners
- One (1) St. Lucie County School Board member
- One (1) Community Transit representative

The results of the 2020 Census compared to the results of the 2010 Census is as follows:

2010 and 2020 Census Results				
Jurisdiction/ Local Government	2010 Population	Percentage of Total	2020 Population	Percentage of Total
Fort Pierce	41,590	15.0	47,297	14.4
Port St. Lucie	164,603	59.2	204,851	62.2
Unincorporated/St. Lucie Village	71,596	25.8	77,078	23.4
St. Lucie County Total	277,789	100	329,226	100

Source: U.S. Census Bureau

Similar to when the TPO completed its last Decennial Apportionment Review in 2013, there has been little proportional change among the population sizes of the local jurisdictions between the 2010 Census and the 2020 Census. Therefore, it appears it would not be inappropriate for the TPO to preserve the existing apportionment of the local governments.

In addition to the voting members representing the local governments and the local School Board, Community Transit is specified as a voting member on the TPO Board in the attached Interlocal Agreement for Creation of the Metropolitan Planning Organization dated September 13, 2006 (Creation Agreement). COASL also is a party to the Agreement. At four previous meetings from August 2020 to August 2021, the TPO discussed the Community Transit membership on various TPO governing and advisory bodies in light of MV Transportation's July 2020 assumption of the contract for operating the County's public transportation system.

Any changes in the membership of the TPO Board to reflect changes in the operations of the County public transportation system and/or Community Transit's membership on the Board may require amending the Creation Agreement. Any amendments to the Creation Agreement require approval by all of the parties to the Creation Agreement including the Florida Department of Transportation, the local governments, the St. Lucie County School Board, and the COASL and may require approval by the Governor. It is anticipated that the development and approval of any amendments to the Creation Agreement will be a lengthy and resource-consuming process. Based on the consideration of this process, the Board decided in October 2020 to postpone the consideration of the Community Transit membership on the TPO Board until the Decennial Apportionment Review after the 2020 Census.

It should be noted that at the August 2021 Board Meeting, the Board revised its By-Laws, Rules, and Procedures to change the transit representation on the Technical Advisory Committee (TAC) from a "Community Transit Representative" to a representative of an "Independent Public Transportation

Operator" that is appointed by the TPO Board. It was intended for this representative to be providing for profit or non-profit public transportation and be independent of any of the local government members of the TPO Board and the TAC. After revising the By-Laws, Rules, and Procedures, the TPO Board appointed Community Transit to the TAC as the Independent Public Transportation Operator representative.

Because the Decennial Apportionment Review now has been initiated, it appears to be appropriate for the Board to consider the membership of Community Transit. Should the TPO Board and Community Transit mutually agree to discontinue the membership of Community Transit on the TPO Board, it may be appropriate for the Board and Community Transit to consider the withdrawal of Community Transit from the Board in accordance with Section 7.03(b) of the Creation Agreement instead of conducting the lengthy and resource-consuming processes of amending the Creation Agreement and Reapportionment.

At its meeting on June 7th, the TPO Board initially discussed the Decennial Apportionment Review and requested that Staff provide summaries of various apportionment scenarios, including the inclusion of MV Transportation as a Board member, for discussion at the next TPO Board Meeting.

RECOMMENDATION

It is recommended that the TPO Executive Committee discuss the Decennial Apportionment Review and form a recommendation to the Board pertaining to the completion of the Review.

From: Fortunas, Jennifer <Jennifer.Fortunas@dot.state.fl.us>
Sent: Tuesday, May 16, 2023 5:34 PM
To: Fortunas, Jennifer <Jennifer.Fortunas@dot.state.fl.us>
Subject: Action Required: Notice of Kickoff for Apportionment Plan & Urban Area Adjustment
Importance: High

SECURITY WARNING: This email originated from outside the County systems. Please show caution when clicking links or opening attachments unless you recognize the sender and know the content is safe.

Good evening MPOs and District staff,

This email serves as the official kick-off for two separate processes:

1. The Apportionment Plan
2. The Urban Area Boundary/Functional Classification Update

Both efforts will utilize the same [2020 US Census population and urban area data](#) as the foundation.

The Apportionment Plan and Urban Area Boundary/Functional Classification Update processes **officially begin today**. MPOs have 180 days from **May 16, 2023**, to submit their Apportionment Plans to FDOT's Office of Policy Planning (*MPO Program Management Handbook*, sections 2.5 and 2.10). Based on this requirement, all MPOs must submit their Apportionment Plans **by November 14, 2023**.

May 31, 2024, is the deadline for Districts to submit their adjusted urban area boundaries to the Transportation Data and Analytics (TDA) Office. Functional Classification modifications are preferred to be completed simultaneously but may be submitted later (i.e., after FHWA approves the adjusted urban area boundaries). The TDA Office will review the submittals and, upon concurrence, will submit the data to FHWA for approval.

Apportionment Plans

FDOT is preparing guidance that will include an Apportionment Plan template and will host a webinar on **June 6, 2023**, to provide training for developing your Apportionment Plans. The TDA Office has prepared the 2020 US Census urban area population data by county for the MPOs. Simply look for the 2020 Census by County button on the [Urban Area Boundary and Functional Classification Data Hub](#).

After each decennial census, MPOs must review the composition of their membership and metropolitan planning area (MPA) boundaries and submit an Apportionment Plan that meets the requirements of s.339.175(3), FS, s.339.175(4), FS, and 23 CFR 450.310. Apportionment Plans must include population data (total MPO area population and the urban area population within all Census designated urban areas with more than 50,000 people), current and proposed membership, and an MPA boundary map.

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

THIS INTERLOCAL AGREEMENT is made and entered into this ^{13th} day of September, 2006, by and between the FLORIDA DEPARTMENT OF TRANSPORTATION; the CITY OF FORT PIERCE; the CITY OF PORT ST. LUCIE; ST. LUCIE COUNTY; the ST. LUCIE COUNTY SCHOOL BOARD; COUNCIL ON AGING OF ST. LUCIE, INC.; and the ~~MARTIN COUNTY~~ METROPOLITAN PLANNING ORGANIZATION.

RECITALS

WHEREAS, the Federal Government, under the authority of 23 U.S.C. Section 134 and 49 U.S.C. Section 5303, 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 that results in plans and programs consistent with the comprehensively planned development of the metropolitan area, and further requires the State Transportation Agency and the Metropolitan Planning Organization to enter into an Agreement clearly identifying the responsibilities of each party for cooperatively carrying out such transportation planning;

WHEREAS, the parties to 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 U.S.C. Section 134, as amended by the Intermodal Surface Transportation Efficiency Act of 1991 and the Transportation Equity Act for the Twenty-first Century (Public Law 105-178, 112 Stat. 107), 49 U.S.C. Sections 5303-5307, 23 C.F.R. 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 U.S.C. Section 34(b), 49 U.S.C. Section 5303, 23 C.F.R. 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 (including the central city or cities) in the metropolitan area to designate a Metropolitan Planning Organization;

WHEREAS, pursuant to Section 339.175(3), Florida Statutes, by letter to The Honorable R. "Duke" Nelson dated April 26, 2004, the Governor has agreed to the new membership apportionment plan of the members of the St. Lucie Metropolitan Planning Organization as set forth in this Agreement;

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

WHEREAS, the interlocal agreement is required to create the St. Lucie Metropolitan Planning Organization and delineate the provisions for operation of the MPO following the approval of the redesignation and new membership apportionment plan for the MPO by the Governor;

WHEREAS, the undersigned parties have determined that this Interlocal 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 with statutory requirements set forth in Section 163.01, Florida Statutes, relating to interlocal agreements; and

WHEREAS, the undersigned parties have determined that this Interlocal 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 are 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 U.S.C. Section 134(g), 23 C.F.R. 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 U.S.C. Section 134(b)(1), 49 U.S.C. Section 5303(1), and Section 339.175, Florida Statutes, which shall be subject to the Metropolitan Planning Organization's planning authority.

MPO means and refers to the Metropolitan Planning Organization formed pursuant to this Agreement.

Transportation Improvement Program (TIP) is the 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. Section 134(h), 49 U.S.C. Section 5304, 23 C.F.R. Section 450.324 and Section 339.175, Florida Statutes.

Unified Planning Work Program (UPWP) is the annual program 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 C.F.R. 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 St. Lucie Metropolitan Planning Organization:

(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 U.S.C. Section 34 and 49 U.S.C. Sections 5303, 5304, 5305 and 5306; and

(e) To carry out the metropolitan transportation planning process, in cooperation with the Department, as required by 23 U.S.C. 134 and 49 U.S.C. 5303, 5304, 5305 and 5306; 23 C.F.R. 420 and 450, and 49 C.F.R. 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; 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 "St. Lucie 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 and 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 Department and the MPO shall submit to each other such data, reports, records, contracts, and other documents relating to the MPO's performance as a metropolitan planning organization as is requested. Charges are 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 agency (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 twelve (12) voting representatives and ~~one (1)~~ three (3) non voting representatives. The names of the member local governmental entities and the voting apportionment of the governing board as approved by the Governor shall be as follows:

Voting Members:

Non-Voting Members:

City of Fort Pierce	2	Florida Department of Transportation	1
City of Port St. Lucie	4	Martin County MPO	2
Community Transit	1		
St. Lucie County	4		
St. Lucie County School Board	1		

(b) All voting representatives shall be elected officials of general purpose local governments, except to the extent that the MPO includes, as part of its apportioned voting membership, a member of a statutorily authorized planning board or an official of an agency that operates or administers a major mode of transportation. All individuals acting as a representative of the governing board of the county, the city, or authority shall first be selected by said governing board.

(c) As Community Transit is the operator of a major mode of transportation in the Metropolitan Area, the county commission representatives shall constitute no less twenty percent (20%) of the total number of voting members of the MPO in accordance with Section 339.175(2)(a), Florida Statutes.

(d) 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 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. The term of office of members of the MPO shall be four 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 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)(g), 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 C.F.R. Parts 420 and 450, and 49 C.F.R. 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;
- (m) Conduct an analysis to determine the appropriate staffing for the MPO, including the employer and location for the MPO staff;
- (n) Perform such other tasks presently or hereafter required by state or federal law;
- (p) Execute certifications and agreements necessary to comply with state or federal law; and
- (q) Adopt operating rules and procedures.

ARTICLE 6 FUNDING; INVENTORY REPORT; RECORD-KEEPING

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 C.F.R. Part 420, Subpart A, 49 C.F.R. 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 C.F.R. Part 420, Subpart A, 49 C.F.R. Part 18, Subpart C, 49 C.F.R. 18.42, and Chapter 119, Florida Statutes.

ARTICLE 7 MISCELLANEOUS PROVISIONS

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 October 1, 2009, and at least every five 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 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 St. Lucie County and 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 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 C.F.R. 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:

City of Fort Pierce:

City Manager
100 North U.S. 1
Fort Pierce, Florida 34982

With copy to:

City Attorney
100 North U.S. 1
Fort Pierce, Florida 34982

City of Port St. Lucie:

City Manager
Port St. Lucie City Hall
121 Southwest Port St. Lucie Boulevard
Port St. Lucie, Florida 34984

With copy to:

City Attorney
Port St. Lucie City Hall
121 S.W. Port St. Lucie Blvd.
Port St. Lucie, Florida 34984

St. Lucie County:

County Administrator
2300 Virginia Avenue
Fort Pierce, Florida 34982

With copy to:

County Attorney
2300 Virginia Avenue
Fort Pierce, Florida 34982

St. Lucie County School Board:

Superintendent of Schools
4204 Okeechobee Road
Fort Pierce, Florida 34947

With copy to:

School Board Attorney
4204 Okeechobee Road
Fort Pierce, Florida 34947

Council on Aging:

Council on Aging of St. Lucie, Inc.
2501 SW Bayshore Boulevard
Port St. Lucie, Florida 34984

Florida Department of Transportation:

District 4 Secretary
 3400 West Commercial Boulevard
 Fort Lauderdale, Florida 33309

 Martin County MPO:

Martin County MPO Administrator
 2401 SE Monterey Road
 Stuart, Florida 34996

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. St. Lucie County hereby agrees to pay for any costs of recordation or filing of 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 undersigned parties have executed this Interlocal Agreement on behalf of the referenced legal entities and hereby establish the above designated MPO.

Signed, Sealed and Delivered in the presence of:

ATTEST:

Cassandre Steele
CITY CLERK

CITY OF FORT PIERCE, FLORIDA

BY: [Signature]
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

[Signature]
CITY ATTORNEY

~~ATTEST:~~

~~_____
CITY CLERK~~

~~CITY OF PORT ST. LUCIE, FLORIDA~~

~~BY: _____
MAYOR~~

~~APPROVED AS TO FORM AND CORRECTNESS:~~

~~_____
CITY ATTORNEY~~

IN WITNESS WHEREOF, the undersigned parties have executed this Interlocal Agreement on behalf of the referenced legal entities and hereby establish the above designated MPO.

Signed, Sealed and Delivered in the presence of:

ATTEST:

CITY OF FORT PIERCE, FLORIDA

CITY CLERK

BY:

MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

CITY ATTORNEY

ATTEST:

CITY OF PORT ST. LUCIE, FLORIDA

CITY CLERK

BY:

VICE MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

CITY ATTORNEY

ATTEST:

Jammy Belle
DEPUTY CLERK



BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY, FLORIDA

BY: [Signature]
CHAIRMAN

APPROVED AS TO FORM AND CORRECTNESS:

[Signature]
ASST COUNTY ATTORNEY

ATTEST:

Jammy Feller
SECRETARY

ST. LUCIE COUNTY SCHOOL BOARD

BY: [Signature]
CHAIRMAN

APPROVED AS TO FORM AND CORRECTNESS:

[Signature]
ATTORNEY

ATTEST:

Marianne Arbo
SECRETARY

COUNCIL ON AGING OF ST. LUCIE, INC.

BY: [Signature]
PRESIDENT

(SEAL)

ATTEST:

Maria Gutierrez
Admin. Assis.

FLORIDA DEPARTMENT OF TRANSPORTATION

BY: [Signature]
DISTRICT SECRETARY



APPROVED AS TO FORM AND CORRECTNESS:

[Signature]
ATTORNEY

ATTEST:

[Signature]
SECRETARY, MPO ADMINISTRATOR

MARTIN COUNTY METROPOLITAN PLANNING ORGANIZATION

BY: [Signature]
CHAIRMAN MICHAEL D. TERLIZZI

APPROVED AS TO FORM AND CORRECTNESS:

[Signature]
ATTORNEY