

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

525-010-01
POLICY PLANNING
OGC- 03/13
Page 1 of 33

THIS INTERLOCAL AGREEMENT for the formation of a Metropolitan Planning Organization is made and entered into on this _____ day of _____, 2025, by and between the FLORIDA DEPARTMENT OF TRANSPORTATION; the COUNTY OF BREVARD (also representing the Valkaria Airport, the Titusville-Cocoa Airport Authority, and the Space Coast Area Transit), the Canaveral Port District a/k/a the Canaveral Port Authority, the City of Titusville, the City of Cocoa, the City of Rockledge, the City of Melbourne (also representing the City of Melbourne Airport Authority a/k/a Melbourne Orlando International Airport), the City of West Melbourne, and the City of Palm Bay, the North Beaches Coalition (which includes the City of Cocoa Beach and the City of Cape Canaveral), and the South Beaches Coalition (which includes the City of Satellite Beach, the City of Indian Harbour Beach, the Town of Indialantic, and the Town of Melbourne Beach), collectively known as “the parties” or as the TPO.

RECITALS

WHEREAS, the federal government, under the authority of Title 23 United States Code (USC) §134 and Title 49 USC §5303, requires each metropolitan area, as a condition for 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;

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 systems, bicycle and pedestrian facilities, rail systems, air transportation and other facilities will be properly located and developed in relation to the overall plan of community development;

WHEREAS, Title 23 USC §134 and Title 49 USC §§5303-5305, as amended by the Moving Ahead for Progress in the 21st Century Act (MAP-21) and Section 339.175, Florida Statutes (F.S.), provide for the creation of Metropolitan Planning Organizations to develop transportation plans and programs for urbanized areas;

WHEREAS, pursuant to Titles 23 USC §134(d), 49 USC §5303, 23 CFR §450.310(b), and Section 339.175(2), F.S., a determination has been made by the Governor and units of general purpose local government representing at least 75 percent of the affected population (including the largest incorporated city, based on population as named by the Bureau of Census) in the urban area to designate a Metropolitan Planning Organization;

WHEREAS, pursuant to this Interlocal Agreement, the parties wish to collectively participate in the metropolitan planning process as the Space Coast Transportation Planning Organization for the Palm Bay-Melbourne-Titusville, FL urbanized area and the portion of the Vero Beach-Sebastian, FL urbanized area located within Brevard County, herein after referred to as “the Metropolitan Planning Organization” or “the TPO. A copy of the Metropolitan Planning Area is attached hereto as Exhibit “A” and by this reference incorporated herein. Further, the parties approved by unanimous vote an apportionment

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

525-010-01
POLICY PLANNING
OGC- 03/13
Page 2 of 33

and boundary plan for presentation to the Governor on the 12th day of October 2023 via Resolution 24-08, a copy of which is attached as Exhibit B and by this reference incorporated herein;

WHEREAS, pursuant to Section 339.175(4), F.S., the Governor, by letter dated the 8th day of August 2024, a copy of which is attached hereto as Exhibit "C" and by this reference incorporated herein, approved the apportionment and boundary plan submitted by the TPO;

WHEREAS, pursuant to Title 23 CFR §450.314(a), and Section 339.175(10), F.S., an agreement must be entered into by the Department, the Metropolitan Planning Organization, and the governmental entities and public transportation operators to identify the responsibility of each party for cooperatively carrying out a comprehensive transportation planning process;

WHEREAS, this Interlocal Agreement is required to create the Metropolitan Planning Organization and delineate the provisions for operation of the TPO;

WHEREAS, the undersigned parties have determined that this Interlocal Agreement is consistent with Section 339.175(10), F.S.;

WHEREAS, the undersigned parties have determined that this Interlocal Agreement is consistent with statutory requirements set forth in Section 163.01, F.S., relating to Interlocal Agreements; and

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 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 Interlocal Agreement.

Section 1.02. Definitions. The following words when used in this Interlocal Agreement (unless the context shall clearly indicate the contrary) shall have the following meanings:

Interlocal Agreement means and refers to this instrument, as may be amended from time to time.

Department means and refers to the Florida Department of Transportation, an agency of the State of Florida created pursuant to Section 20.23, F.S.

FHWA means and refers to the Federal Highway Administration.

FTA means and refers to the Federal Transit Administration.

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

525-010-01
POLICY PLANNING
OGC- 03/13
Page 3 of 33

Long Range Transportation Plan (LRTP) is the 20-year transportation planning horizon which includes transportation facilities; identifies 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 activities; and in ozone/carbon monoxide nonattainment areas is coordinated with the State Implementation Plan, all as required by Title 23 USC §134(c), Title 49 USC §5303, Title 23 CFR §450.322, and Section 339.175(7), F.S.

Metropolitan Planning Area means and refers to the planning area determined by agreement between the TPO and the Governor for the urban area containing at least a population of 50,000 as described in Title 23 USC §134(b)(1), Title 49 USC §5303, and Section 339.175(2)(c) and (d), F.S., and including the existing urban area and the contiguous area expected to become urbanized within a 20-year forecast period, which shall be subject to the Metropolitan Planning Organization's planning authority.

TPO or MPO means and refers to the Metropolitan Planning Organization formed pursuant to this Interlocal Agreement as described in 23 USC §134(b)(2), 49 USC §5303, and Section 339.175(1), F.S.

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, developed pursuant to 23 USC §134(j), 49 USC §5303, 23 CFR §450.324 and Section 339.175(8), F.S.

Unified Planning Work Program (UPWP) is the biennial program developed in cooperation with the Department and public transportation providers, that identifies the planning priorities and activities to be carried out within a metropolitan planning area to be undertaken during a 2-year period, together with a complete description thereof and an estimated budget, all as required by 23 CFR §450.308, and Section 339.175(9), F.S.

ARTICLE 2 PURPOSE

Section 2.01. General Purpose. The purpose of this Interlocal Agreement is to establish the TPO and recognize the boundary and apportionment approved by the Governor. This Interlocal Agreement shall serve:

(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 planning area 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 a multi-modal and intermodal transportation system for the metropolitan planning area;

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

525-010-01
POLICY PLANNING
OGC- 03/13
Page 4 of 33

(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 planning area in cooperation with the Department;

(d) To assure eligibility for the receipt of federal capital and operating assistance pursuant to Title 23 USC §134 and Title 49 USC §§5303, 5304, 5305, 5307, 5309, 5310, 5311, 5314, 5326, 5337 and 5339, 5340;
and

(e) To carry out the metropolitan transportation planning process, in cooperation with the Department, as required by federal, state and local laws.

Section 2.02. Major TPO Responsibilities. The TPO is intended to be a forum for cooperative decision making by officials of the governmental entities which are parties to this Interlocal Agreement in the development of transportation-related plans and programs, including but not limited to:

- (a) The LRTP;
- (b) The TIP;
- (c) The UPWP;
- (d) Incorporating performance goals, measures, and targets into the process of identifying and selecting needed transportation improvements and projects;
- (e) A congestion management process for the metropolitan area and coordinated development of all other transportation management systems required by state or federal law;
- (f) Assisting the Department in mapping transportation planning boundaries required by state or federal law;
- (g) Supporting the Department in performing its duties relating to access management, functional classification of roads, and data collection; and
- (h) Performing such other tasks required by state or federal law.

Section 2.03. Coordination with the Department and Consistency with Comprehensive Plans. Chapter 334, F.S., grants broad authority for the Department's role in transportation. Section 334.044, F.S., includes the legislative intent declaring 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, F.S., requires the Department to develop a statewide transportation plan, which considers, to the maximum extent feasible, strategic regional policy plans, TPO plans, and approved local government comprehensive plans. Section 339.175(5), F.S., specifies the authority and responsibility of the TPO and the Department to manage a continuing, cooperative, and comprehensive transportation planning process for the

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

525-010-01
POLICY PLANNING
OGC- 03/13
Page 5 of 33

metropolitan area.

In fulfillment of this purpose and in the exercise of the various powers granted by Chapters 334 and 339, F.S., the parties to this Interlocal Agreement acknowledge that decisions made by the TPO will be coordinated with the Department. All parties to this Interlocal Agreement acknowledge that actions taken pursuant to this Interlocal Agreement will be consistent with local government comprehensive plans.

**ARTICLE 3
TPO ORGANIZATION AND CREATION**

Section 3.01. Establishment of TPO. The TPO for the metropolitan planning area as described in the membership apportionment plan approved by the Governor is hereby created and established pursuant to this Interlocal Agreement to carry out the purposes and functions set forth in Articles 2 and 5. The legal name of this Metropolitan Planning Organization is the Space Coast Transportation Planning Organization.

Section 3.02. TPO 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 Interlocal Agreement, the TPO will, to the extent of its legal capacity, comply with all applicable laws and requirements, as amended from time to time.

Section 3.03. Governing board to act as policy-making body of TPO. The governing board established pursuant to Section 4.01 of this Interlocal Agreement shall act as the policy-making body for the TPO and will be responsible for coordinating the cooperative decision-making process of the MPO's actions, and will take required actions as the TPO.

Section 3.04. Data, reports, records, and other documents. Subject to the right to claim an exemption from the Florida Public Records Law, Chapter 119, F.S., the parties shall provide to each other such data, reports, records, contracts, and other documents in its possession relating to the MPO as is requested. Charges are to be in accordance with Chapter 119, F.S.

Section 3.05. Rights of review. All parties to this Interlocal Agreement and the affected federal funding agencies (e.g., FHWA, FTA, and FAA) shall have the rights of technical review and comment on the TPO's projects.

**ARTICLE 4
COMPOSITION; MEMBERSHIP; TERMS OF OFFICE**

Section 4.01. Composition and membership of governing board.

(a) The membership of the TPO shall consist of 19 voting members and 1 non-voting advisor(s). 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:

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

525-010-01
 POLICY PLANNING
 OGC- 03/13
 Page 6 of 33

Brevard County (also representing the Valkaria Airport, the Titusville-Cocoa Airport Authority, the Space Coast Area Transit)	5 delegates
Canaveral Port District (a/k/a the Canaveral Port Authority)	1 delegate
City of Titusville	2 delegates
City of Cocoa	1 delegate
City of Rockledge	1 delegate
City of Melbourne (one delegate who also represents the Melbourne Airport Authority, a/k/a Melbourne Orlando International Airport)	3 delegates
City of West Melbourne	1 delegate
City of Palm Bay	3 delegates
North Beaches Coalition (which includes the City of Cocoa Beach and the City of Cape Canaveral)	1 delegate
South Beaches Coalition (which includes the City of Satellite Beach, the City of Indian Harbour Beach, the Town of Indialantic, and the Town of Melbourne Beach)	1 delegate
The following organization shall be non-voting advisor to the TPO:	
Florida Department of Transportation, District 5	1 delegate

(b) All voting representatives shall be elected officials of general purpose local governments, two of whom may represent groups of general-purpose local governments through entities created by the TPO for that purpose. The TPO may include, 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.

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

525-010-01
POLICY PLANNING
OGC- 03/13
Page 7 of 33

(c) The voting membership of a Metropolitan Planning Organization shall consist of at least 5 but not more than **19** apportioned members, with the exact number determined on an equitable geographic-population ratio basis, based on an agreement among the affected units of general-purpose local government and the Governor, as required by federal regulations and shall be in compliance with 339.175(3) F.S.

(d) In the event that a governmental entity that is a member of the TPO fails to fill an assigned appointment to the TPO within sixty days after notification by the Governor of its duty to appoint a representative, the appointment shall then be made by the Governor from the eligible individuals of that governmental entity.

Section 4.02. Terms. With the exception of voting delegates of the North Beaches Coalition and the South Beaches Coalition, the term of office of members of the TPO shall be four years. The term of office of the North Beaches Coalition and the South Beaches Coalition, shall be as determined in the interlocal agreement creating the aforesaid North Beaches Coalition and the South Beaches Coalition. 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 TPO 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(5) and (6), F.S.

Section 5.02. Specific authority and powers. The TPO shall have the following powers and authority:

(a) As provided in Section 339.175(6)(g), F.S., the TPO 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), F.S., the TPO may enter into contracts for the performance of service functions of public agencies;

(c) As provided in Section 163.01(5)(j), F.S., the TPO may acquire, own, operate, maintain, sell, or lease real and personal property;

(d) As provided in Section 163.01(5)(m), F.S., the TPO may accept funds, grants, assistance, gifts or bequests from local, state, and federal resources and private entities and the TPO may make grants for transportation-related purposes.

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

525-010-01
POLICY PLANNING
OGC- 03/13
Page 8 of 33

§163.01(5)(m), F.S.;

(e) The TPO 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 TPO shall have such powers and authority as specifically provided in Section 163.01 and Section 339.175(5) and (6), F.S., and as may otherwise be provided by federal or state law.

Section 5.03. Duties and responsibilities. In addition to those duties and responsibilities set forth in Article 2, the TPO shall have the following duties and responsibilities:

(a) As provided in Section 339.175(6)(d), F.S., the TPO shall create and appoint a technical advisory committee;

(b) As provided in Section 339.175(6)(e), F.S., the TPO shall create and appoint a citizens' advisory committee;

(c) As provided in Section 163.01(5)(o), F.S., the TPO membership shall be jointly and severally liable for liabilities, and the TPO 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, or in any manner agreed upon by the TPO. Nothing contained herein shall constitute a waiver by any party of its sovereign immunity or the provisions of section 768.28, F.S.

(d) As provided in Section 339.175(9), F.S., the TPO shall establish an estimated budget which shall operate on a fiscal year basis consistent with any requirements of the UPWP;

(e) The TPO, in cooperation with the Department, shall carry out the metropolitan transportation planning process as required by Title 23 CFR Parts 420 and 450, and Title 49 CFR Part 613, Subpart A, and consistent with Chapter 339, F.S., and other applicable state and local laws;

(f) As provided in Section 339.175(10)(a), F.S., the TPO 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) Perform such other tasks presently or hereafter required by state or federal law;

(h) Execute certifications and agreements necessary to comply with state or federal law; and

(i) Adopt operating rules and procedures.

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

525-010-01
POLICY PLANNING
OGC- 03/13
Page 9 of 33

**ARTICLE 6
FUNDING; INVENTORY REPORT; RECORD-KEEPING**

Section 6.01. Funding. The Department shall allocate to the TPO for performance of its transportation planning and programming duties, an appropriate amount of federal transportation planning funds consistent with the approved planning funds formula.

Section 6.02. Inventory report. The MPO agrees to inventory, to maintain records of and to ensure proper use, control, and disposal of all nonexpendable tangible property acquired pursuant to funding under this Interlocal Agreement. This shall be done in accordance with the requirements of Title 23 CFR Part 420, Subpart A, Title 49 CFR Part 18, Subpart C, and all other applicable federal regulations.

Section 6.03. Record-keeping and document retention. The Department and the TPO shall prepare and retain all records in accordance with federal and state requirements, including but not limited to 23 CFR Part 420, Subpart A, 49 CFR Part 18, Subpart C, 49 CFR §18.42, and Chapter 119, F.S.

Section 6.04 Compliance with laws. All parties shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the parties in conjunction with this Agreement. Specifically, if a party is acting on behalf of a public agency the party shall:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the Department in order to perform the services being performed by the party.

(b) Provide the public with access to public records as required by Federal and state law and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all requirements for retaining public records and transfer, at no cost, to the Department all public records in possession of the TPO upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Department in a format that is compatible with the information technology systems of the Department.

**ARTICLE 7
MISCELLANEOUS PROVISIONS**

Section 7.01. Constitutional or statutory duties and responsibilities of parties. This Interlocal Agreement shall not be construed to authorize the delegation of the constitutional or statutory duties of any of the parties. In addition, this Interlocal Agreement does not relieve any of the parties of an obligation or responsibility imposed

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

525-010-01
POLICY PLANNING
OGC- 03/13
Page 10 of 33

upon them by law, except to the extent of actual and timely performance thereof by one or more of the parties to this Interlocal Agreement or any legal or administrative entity created or authorized by this Interlocal Agreement, in which case this performance may be offered in satisfaction of the obligation or responsibility.

Section 7.02. Amendment of Interlocal Agreement. Amendments or modifications of this Interlocal Agreement may only be made by written agreement signed by all parties here to with the same formalities as the original Interlocal Agreement. No amendment may alter the apportionment or jurisdictional boundaries of the TPO without approval by the Governor.

Section 7.03. Duration; withdrawal procedure.

(a) Duration. This Interlocal Agreement shall remain in effect until terminated by the parties to this Interlocal Agreement. The Interlocal Agreement shall be reviewed by the parties at least every five years, concurrent with the decennial census, and/or concurrent with a new Federal Reauthorization bill, and updated as necessary.

(b) Withdrawal procedure. Any party, except Brevard County and the United States Bureau of the Census designated largest incorporated city, may withdraw from this Interlocal Agreement after presenting in written form a notice of intent to withdraw to the other parties to this Interlocal Agreement and the TPO, 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 Interlocal 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 TPO shall contact The Office of the Governor and the Governor, with the agreement of the remaining members of the TPO, shall determine whether any reapportionment of the membership is appropriate. The Governor and the TPO shall review the previous TPO designation, applicable federal, state and local law, and TPO rules for appropriate revision. In the event that another entity is to be afforded membership in the place of the member withdrawing from the TPO, the parties acknowledge that pursuant to Title 23 CFR §450.310(l)(2), adding membership to the TPO does not automatically require redesignation of the TPO. In the event that a party who is not a signatory to this Interlocal Agreement is afforded membership in the MPO, membership shall not become effective until this Interlocal Agreement is amended to reflect that the new member has joined the TPO.

Section 7.04. Notices. All notices, demands and correspondence required or provided for under this Interlocal Agreement shall be in writing and delivered in person or dispatched by U.S. certified mail, postage prepaid, return receipt requested. Notice required to be given shall be addressed as follows:

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

525-010-01
POLICY PLANNING
OGC- 03/13
Page 11 of 33

BREVARD COUNTY: County Manager 2725 Judge Fran Jamieson Way, Bldg. C, Melbourne, FL 32940 Assistant County Manager 2725 Judge Fran Jamieson Way, Bldg. C, Melbourne, FL 32940	CITY OF PALM BAY: City Manager City of Palm Bay 120 Malabar Rd., Palm Bay, FL 32907
CITY OF CAPE CANAVERAL: City Manager City of Cape Canaveral P.O. Box 326 100 Polk Ave., Cape Canaveral, FL 32920	CITY OF ROCKLEDGE: City Manager City of Rockledge 1600 Huntington Lane Rockledge, FL 32955
CANAVERAL PORT AUTHORITY: Chief Executive Officer Canaveral Port Authority 445 Challenger Rd., Suite 301 Cape Canaveral, FL 32920	CITY OF SATELLITE BEACH: City Manager City of Satellite Beach 565 Cassia Blvd., Satellite Beach, FL 32937
CITY OF COCOA: City Manager City of Cocoa 65 Stone Street, Cocoa, FL 32922	CITY OF TITUSVILLE: City Manager City of Titusville 555 S. Washington Ave., Titusville, FL 32796 Mailing Address: P.O. Box 2806 Titusville, FL 32781
CITY OF COCOA BEACH: City Manager City of Cocoa Beach P.O. Box 322430 1600 Minutemen Causeway, Cocoa Beach, FL 32932-2430	CITY OF WEST MELBOURNE: City Manager City of West Melbourne 2240 Minton Rd. West Melbourne, FL 32904

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

525-010-01
POLICY PLANNING
OGC- 03/13
Page 12 of 33

CITY OF INDIAN HARBOUR BEACH: City Manager City of Indian Harbour Beach, City Hall 2055 South Patrick Dr., Indian Harbour Beach, FL 32937	TOWN OF INDIALANTIC: Town Manager Town of Indialantic 216 5 th Ave., Indialantic, FL 32903
CITY OF MELBOURNE: City Manager City of Melbourne Melbourne City Hall, 5 TH Floor, 900 Strawbridge Ave., Melbourne, FL 32901	TOWN OF MELBOURNE BEACH Town Manager Town of Melbourne Beach 507 Ocean Ave., Melbourne Beach, FL 32951
FLORIDA DEPARTMENT OF TRANSPORTATION: Charles Koppernolle, FCCM MPO Liaison – Space Coast & Lake Sumter FDOT District-5 Planning & Environmental Management 719 S. Woodland Blvd., Deland, FL 32720	

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 the Interlocal Agreement. The Department and the members of the TPO were each represented by or afforded the opportunity for representation by legal counsel and participated in the drafting of this Interlocal Agreement and in choice of wording. Consequently, no provision should be more strongly construed against any party as drafter of this Interlocal Agreement.

(b) Severability. Invalidation of any one of the provisions of this Interlocal Agreement or any part, clause or word, or the application thereof in specific circumstances, by judgment, 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 Interlocal Agreement, the following

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

525-010-01
POLICY PLANNING
OGC- 03/13
Page 13 of 33

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 Interlocal Agreement by any party hereto, each party shall bear its own costs and attorney’s fees in connection with such proceeding.

Section 7.07. Repeal and Replacement of Existing Interlocal Agreement. At the time of execution and recording of this Interlocal Agreement, an existing Restated Interlocal Agreement for Creation of the Metropolitan Planning Organization is in existence and was recorded July 15, 2014, in Official Records Book 7166, Page 2144, Public Records of Brevard County, as amended by that certain First Amendment to existing Restated Interlocal Agreement for Creation of the Transportation Planning Organization recorded on October 8, 2020, in Official Records Book 8880, Page 279, Public Records of Brevard County. The aforesaid Interlocal Agreement, and its amendment, be and the same is hereby terminated and replaced this instrument. Nothing in this instrument shall affect, void, or repeal any decision or act committed, any appointment made or done, or any contract or right established or accruing before the effective date of this instrument under the authority of the aforementioned Interlocal Agreement and its amendment, and said act, commitment, appointment, contract, or right shall continue in full force unless otherwise voided, repealed, terminated, or amended by act of the TPO separate and apart from this instrument.

Section 7.08. Interlocal Agreement execution; Use of counterpart signature pages. This Interlocal 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 7.09. Effective date; Cost of recordation.

(a) Effective date. Pursuant to Section 163.01(11), Florida Statutes, this Interlocal Agreement shall become effective upon its filing in the Office of the Clerk of the Circuit Court of Brevard County. Any amendment hereto shall become effective only upon its filing in the Office of the Clerk of the Circuit Court for Brevard.

(b) Recordation. The TPO hereby agrees to pay for any costs of recordation or filing of this Interlocal Agreement in the Office of the Circuit Court in Brevard County. The recorded or filed original, or any amendment, shall be returned to the TPO for filing in its records.

IN WITNESS WHEREOF, the undersigned party has executed this Interlocal Agreement on behalf of the referenced legal entity and hereby re-establishes the above designated TPO.

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

525-010-01
POLICY PLANNING
OGC- 03/13
Page 14 of 33

Signed, Sealed and Delivered in the presence of:

BOARD OF COUNTY
COMMISSIONERS OF
BREVARD COUNTY, FLORIDA

_____, Chairman

As Approved by the Board on:

(COUNTY SEAL)

Rachel Sadoff, Clerk

Review for legal form and content:

Assistant County Attorney

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

525-010-01
POLICY PLANNING
OGC- 03/13
Page 15 of 33

IN WITNESS WHEREOF, the undersigned party has executed this Interlocal Agreement on behalf of the referenced legal entity and hereby re-establishes the above designated TPO.

CANAVERAL PORT AUTHORITY

_____, Chairman

:

As Approved by the Board on:

(SEAL)

_____, Secretary/Treasurer

Reviewed for legal form and content:

Port Authority Attorney

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

525-010-01
POLICY PLANNING
OGC- 03/13
Page 16 of 33

IN WITNESS WHEREOF, the undersigned party has executed this Interlocal Agreement on behalf of the referenced legal entity and hereby re-establishes the above designated TPO.

CITY OF CAPE CANAVERAL,
A Florida Municipal Corporation

By: _____
_____, City Manager

:

As Approved by the City Council on:

(CITY SEAL)

_____, City Clerk

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

525-010-01
POLICY PLANNING
OGC- 03/13
Page 17 of 33

IN WITNESS WHEREOF, the undersigned party has executed this Interlocal Agreement on behalf of the referenced legal entity and hereby re-establishes the above designated TPO.

CITY OF COCOA, A Florida
Municipal Corporation

By: _____
_____, City Manager

:

As Approved by the City Council on:

(CITY SEAL)

_____, City Clerk

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

525-010-01
POLICY PLANNING
OGC- 03/13
Page 18 of 33

IN WITNESS WHEREOF, the undersigned party has executed this Interlocal Agreement on behalf of the referenced legal entity and hereby re-establishes the above designated TPO.

CITY OF COCOA BEACH, A Florida
Municipal Corporation

By: _____
_____, City Manager

:

As Approved by the City Commission on:

(CITY SEAL)

_____, City Clerk

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

525-010-01
POLICY PLANNING
OGC- 03/13
Page 19 of 33

IN WITNESS WHEREOF, the undersigned party has executed this Interlocal Agreement on behalf of the referenced legal entity and hereby re-establishes the above designated TPO.

CITY OF INDIAN HARBOUR BEACH, a
Florida Municipal Corporation

By: _____
_____, City Manager

:

As Approved by the City Council on:

(CITY SEAL)

_____, City Clerk

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

525-010-01
POLICY PLANNING
OGC- 03/13
Page 20 of 33

IN WITNESS WHEREOF, the undersigned party has executed this Interlocal Agreement on behalf of the referenced legal entity and hereby re-establishes the above designated TPO.

CITY OF MELBOURNE, a
Florida Municipal Corporation

By: _____
_____, City Manager

:

As Approved by the City Council on:

(CITY SEAL)

_____, City Clerk

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

525-010-01
POLICY PLANNING
OGC- 03/13
Page 21 of 33

IN WITNESS WHEREOF, the undersigned party has executed this Interlocal Agreement on behalf of the referenced legal entity and hereby re-establishes the above designated TPO.

CITY OF PALM BAY, a Florida
Municipal Corporation

By: _____
_____, City Manager

:

As Approved by the City Council on:

(CITY SEAL)

_____, City Clerk

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

525-010-01
POLICY PLANNING
OGC- 03/13
Page 22 of 33

IN WITNESS WHEREOF, the undersigned party has executed this Interlocal Agreement on behalf of the referenced legal entity and hereby re-establishes the above designated TPO.

CITY OF ROCKLEDGE, a Florida
Municipal Corporation

By: _____
_____, City Manager

:

As Approved by the City Council on:

(CITY SEAL)

_____, City Clerk

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

525-010-01
POLICY PLANNING
OGC- 03/13
Page 23 of 33

IN WITNESS WHEREOF, the undersigned party has executed this Interlocal Agreement on behalf of the referenced legal entity and hereby re-establishes the above designated TPO.

CITY OF SATELLITE BEACH, a Florida
Municipal Corporation

By: _____
_____, City Manager

:

As Approved by the City Council on:

(CITY SEAL)

_____, City Clerk

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

525-010-01
POLICY PLANNING
OGC- 03/13
Page 24 of 33

IN WITNESS WHEREOF, the undersigned party has executed this Interlocal Agreement on behalf of the referenced legal entity and hereby re-establishes the above designated TPO.

CITY OF TITUSVILLE, a Florida
Municipal Corporation

By: _____
_____, City Manager

:

As Approved by the City Council on:

(CITY SEAL)

_____, City Clerk

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

525-010-01
POLICY PLANNING
OGC- 03/13
Page 25 of 33

IN WITNESS WHEREOF, the undersigned party has executed this Interlocal Agreement on behalf of the referenced legal entity and hereby re-establishes the above designated TPO.

CITY OF WEST MELBOURNE, a Florida
Municipal Corporation

By: _____
_____, City Manager

:

As Approved by the City Council on:

(CITY SEAL)

_____, City Clerk

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

525-010-01
POLICY PLANNING
OGC- 03/13
Page 26 of 33

IN WITNESS WHEREOF, the undersigned party has executed this Interlocal Agreement on behalf of the referenced legal entity and hereby re-establishes the above designated TPO.

TOWN OF INDIALANTIC, a Florida
Municipal Corporation

By: _____
Mike Casey, Town Manager

:

As Approved by the Town Council on:

(TOWN SEAL)

Mollie Carr, Town Clerk

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

525-010-01
POLICY PLANNING
OGC- 03/13
Page 27 of 33

IN WITNESS WHEREOF, the undersigned party has executed this Interlocal Agreement on behalf of the referenced legal entity and hereby re-establishes the above designated TPO.

TOWN OF MELBOURNE BEACH, a
Florida Municipal Corporation

By: _____,
Town Manager

:

As Approved by the Town Commission
on:

(TOWN SEAL)

Amber Brown, Town Clerk

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

525-010-01
POLICY PLANNING
OGC- 03/13
Page 28 of 33

IN WITNESS WHEREOF, the undersigned party has executed this Interlocal Agreement on behalf of the referenced legal entity and hereby re-establishes the above designated TPO.

FLORIDA DEPARTMENT OF
TRANSPORTATION, a

By: _____

:

As Approved by the Department on:

(SEAL)

_____, Agency Clerk

Reviewed for legal form and content:

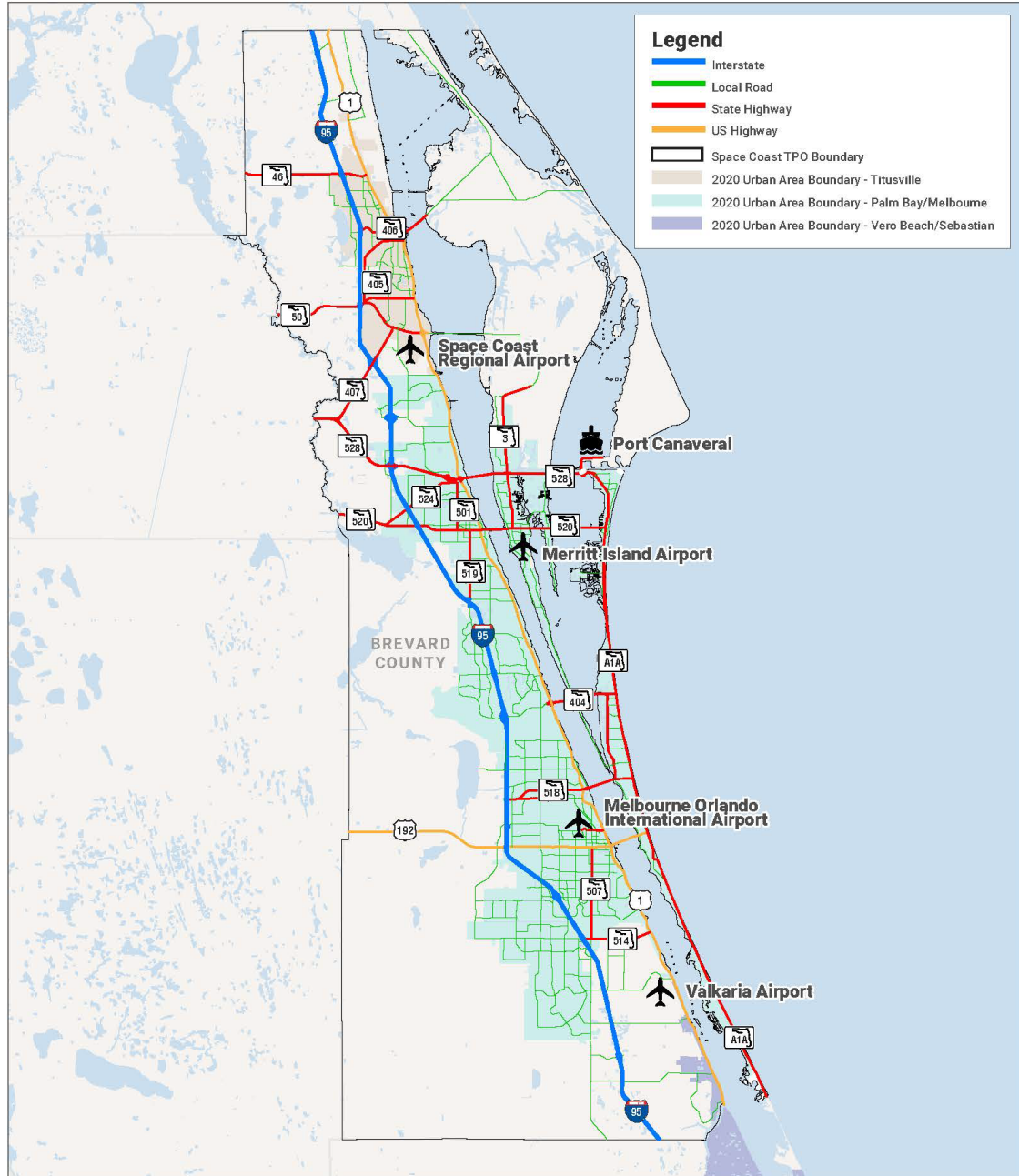
Department Asst. General Counsel

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

525-010-01
POLICY PLANNING
OGC- 03/13
Page 29 of 33

EXHIBIT "A"

Space Coast TPO Jurisdictional Boundary



Space Coast TPO Metropolitan Planning Area

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

525-010-01
POLICY PLANNING
OGC- 03/13
Page 30 of 33

EXHIBIT "B"

Resolution #24-08, Apportionment Plan



Space Coast Transportation Planning Organization

RESOLUTION # 24-08

Apportionment Plan

**A RESOLUTION, of the Space Coast Transportation Planning Organization supporting
the Adoption of the Space Coast TPO Membership Apportionment Plan**

WHEREAS, the Space Coast Transportation Planning Organization is the agency and constituted body designated to conduct a continuing, coordinated, and comprehensive transportation planning process for all of Brevard County including the Palm Bay-Melbourne and Titusville Urbanized Areas; and

WHEREAS, Section 134 Title 23 of the United States Code requires the designation of MPO/TPOs in urban areas, as defined by the United Census Bureau of the Census; and

WHEREAS, Section 134 of Title 23 of the United States Code sets forth membership requirements for MPO/TPOs designated for transportation management areas with a population of 200,000 or more residents; and

WHEREAS, The Space Coast Transportation Planning Organization met on October 12, 2023 to review its voting composition and agreed on the composition presented herein; and

WHEREAS, Section 339.175(4)(a), Florida Statutes, requires the Governor to review the composition of the Metropolitan Planning Organizations membership in conjunction with the decennial census.

WHEREAS, the BOARD'S registered Agent in Florida is Andrea Young, Space Coast TPO Chair. The registered Agent's address is: 2725 Judge Fran Jamieson Way, Building B, Room 105, Melbourne, FL 32940; and

NOW THEREFORE, BE IT RESOLVED, that the Space Coast Transportation Planning Organization approves the submittal of the MPO/TPO Membership Apportionment Plan as displayed in "Attachment A" to the Governor's Office.

Passed and duly adopted at a regular meeting of the Space Coast Transportation Planning Organization Governing Board on the 12th day of October, 2023.

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

525-010-01
POLICY PLANNING
OGC- 03/13
Page 31 of 33



Space Coast Transportation Planning Organization


Certificate

The undersigned duly qualified as Chair of the Space Coast Transportation Planning Organization Governing Board certifies that the foregoing is a true and correct copy of a Resolution adopted at a legally convened meeting of the Space Coast Transportation Planning Organization Governing Board.


Andrea Young
Space Coast TPO Board Chair



By: _____


Joe C. Robinson
Space Coast TPO Board Secretary

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

525-010-01
 POLICY PLANNING
 OGC- 03/13
 Page 32 of 33

Resolution 24-08, Attachment A

SPACE COAST TPO MEMBERSHIP

2020 POP. PERCENT OF TPO POP. PER
 CO. TOTAL MEMBERS MEMBER
 606,612

MUNICIPALITIES				
Represented Municipalities				
Cocoa	19,038	3.1%	1	19,038
North Beaches Coal.	21,319	3.5%	1	21,319
Melbourne	85,047	14.0%	3	28,349
Palm Bay	120,154	19.8%	3	40,051
Rockledge	27,704	4.6%	1	27,704
South Beaches Coal.	26,483	4.4%	1	26,483
Titusville	48,808	8.0%	2	24,404
West Melbourne	26,566	4.4%	1	26,566
Total	375,119	61.8%	13	28,855
Unrepresented Municipalities				
Grant-Valkaria	4,516	0.7%		
Malabar	2,961	0.5%		
Melbourne Village	677	0.1%		
Palm Shores	1,198	0.2%		
Total	9,352	1.5%		
MUNICIPAL TOTAL	384,471	63.4%		

COUNTY COMMISSION DISTRICTS	
District 1	1
District 2	1
District 3	1
District 4	1
District 5	1
COUNTY TOTAL	5

CANAVERAL PORT AUTHORITY	1
---------------------------------	----------

TPO TOTAL	606,612	100%	19	
------------------	----------------	-------------	-----------	--

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

525-010-01
POLICY PLANNING
OGC- 03/13
Page 33 of 33

EXHIBIT "C"

Governor Approval of Apportionment Plan



RON DeSANTIS
GOVERNOR

August 8, 2024

Space Coast Transportation Planning Organization
2725 Judge Fran Jamieson Way, Building B, Room 105
Melbourne, FL 32940

To Whom It May Concern:

In accordance with s. 339.175, Florida Statutes, and Title 23 CFR Part 450, please consider this letter as formal concurrence with the Department of Transportation's recommendation that the Space Coast Transportation Planning Organization's apportionment plan meets the requirements of s. 339.175, Florida Statutes and Title 23 CFR 450.312(a).

The TPO's continued adherence to the requirements of Florida Law are of utmost importance.

Sincerely,

A handwritten signature in black ink, appearing to read "Ron DeSantis".

Ron DeSantis, Governor

CC: Mr. Jared Perdue, P.E., Secretary, Florida Department of Transportation