



1926 Victoria Avenue, Fort Myers, Florida 33901 • (239) 338-2550 • www.mpo-swfl.org

October 6, 2009

TOWN OF
FORT MYERS BEACH

OCT - 7 2009

Mr. Jack Green, Interim Town Manager
Town of Fort Myers Beach
2523 Estero Blvd.
Fort Myers Beach, Florida 33931

RECEIVED BY

RE: Updating the Interlocal Agreement for the Creation of the Metropolitan Planning Organization

Dear Mr. Green:

Last year the MPO Board, and the local jurisdictions by resolution (Town of Fort Myers Beach resolution 08-47 is enclosed), approved the re-apportionment of the MPO Board to add one more MPO Board member from the City of Bonita Springs. The addition of that member has been approved by the State and we are now sending out a revised Interlocal Agreement to match the approved change. Attached is the revised agreement for the Town Council's approval at your next available meeting. Please have nine (9) copies of the attached signature sheet signed and submitted back to this office and when we have a fully executed and recorded agreement we will send one (1) full copy back to you for your records.

Please feel free to contact me at 239-338-2550 Ext. 238 or at dscott@swfrpc.org if you have any questions regarding this request and please forward the date and time when this item can be included on the Town Council agenda for consideration. Thank you.

Sincerely,

Donald Scott
MPO Director

LEE COUNTY METROPOLITAN PLANNING ORGANIZATION

RESOLUTION OF THE TOWN COUNCIL OF
THE TOWN OF FORT MYERS BEACH, FLORIDA
RESOLUTION NUMBER 08-47

A RESOLUTION OF THE TOWN OF FORT MYERS BEACH SUPPORTING THE RE-APPORTIONMENT PLAN FOR THE LEE COUNTY METROPOLITAN PLANNING ORGANIZATION

Whereas, the voting membership of the Lee County Metropolitan Planning Organization (MPO) is currently made up of elected officials from the incorporated cities of Cape Coral, Bonita Springs, Fort Myers, Fort Myers Beach, Sanibel and Lee County; and

Whereas, there have been no changes to the voting membership since the year 2000 when the City of Bonita Springs was added to the MPO Board and one additional representative was added to the MPO Board for the City of Cape Coral; and

Whereas, there have been population changes during this time period and based on that, the MPO Board has approved an apportionment plan to add one additional representative to the MPO Board for the City of Bonita Springs; and

Whereas, the addition of one member is consistent with the provisions of Florida Statutes 339.175; and

Whereas, on June 20, 2008, by majority vote, the Lee County Metropolitan Planning Organization approved a membership apportionment plan composed of five members from the Lee County Board of County Commissioners, four members from the City of Cape Coral, two members from the City of Bonita Springs, three members from the City of Fort Myers, one member from the Town of Fort Myers Beach and one member from the City of Sanibel; and

Whereas, the Florida Department of Transportation, District One Secretary will continue to serve as an ex-officio member: and

Now therefore be it resolved that the Town of Fort Myers Beach endorses the apportionment plan approved by the MPO Board.

The foregoing Resolution was adopted by the Fort Myers Beach Town Council. Upon being put to a vote, the result was as follows:

Larry Kiker, Mayor	aye
Herb Acken, Vice Mayor	aye
Tom Babcock, Councilmember	aye
Jo List, Councilmember	aye
Bob Raymond, Councilmember	aye

DULY PASSED AND ENACTED this 3rd day of November, 2008

ATTEST:

By: 
Michelle D. Mayher, Town Clerk

TOWN OF FORT MYERS BEACH

By: 
Larry Kiker, Mayor

Approved as to form by:


Anne Dalton, Town Attorney

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

THIS INTERLOCAL AGREEMENT is made and entered into this ____ day of _____, 2009 by and between the FLORIDA DEPARTMENT OF TRANSPORTATION; LEE COUNTY ; the CITIES OF CAPE CORAL, FORT MYERS, BONITA SPRINGS, and SANIBEL; and the TOWN OF FORT MYERS BEACH.

RECITALS

WHEREAS, on May 26, 2006, the Florida Department of Transportation, Lee County, the Cities of Cape Coral, Fort Myers, Bonita Springs and Sanibel, and the Town of Fort Myers Beach entered into an interlocal agreement entitled “ Interlocal Agreement for the Creation of the Lee County Metropolitan Planning Organization”; and

WHEREAS, the parties hereto wish to re-state that agreement and to utilize the current standard form agreement from the Florida Department of Transportation; and

WHEREAS, it is the intent of the parties that this Agreement supercede and supplant the interlocal agreement dated May 26, 2006, and that this Agreement be the sole and controlling agreement between the parties with respect to the subject matter herein; and

WHEREAS, the Federal Government, under the authority of 23 United States Code 134 and 49 United States Code 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; and

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; and

WHEREAS, 23 United States Code 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 United States Code 5303-5307, 23 Code of Federal Regulations 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; and

WHEREAS, pursuant to 23 United States Code 134(b), 49 United States Code 5303, 23 Code of Federal Regulations 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; and

WHEREAS, pursuant to Section 339.175(3), Florida Statutes, by letter to [insert name of the local official to whom the Governor's letter was addressed] dated [insert date of letter], the Governor has agreed to the apportionment plan of the members of the proposed [insert name] Metropolitan Planning Organization as set forth in this Agreement; and

WHEREAS, pursuant to 23 Code of Federal Regulations 450.306(c), and Section 339.175(2)(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; and

WHEREAS, the interlocal agreement is required to create the [insert name] Metropolitan Planning Organization and delineate the provisions for operation of the MPO; and

WHEREAS, the undersigned parties have determined that this Interlocal Agreement satisfies the requirements of and is consistent with Section 339.175(2)(b), Florida Statutes; and

WHEREAS, pursuant to Section 339.175(2)(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 USC Section 134(g), 23 CFR 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. 134(b)(1), 49 U.S.C. Section 5303(c)(1), and Section 339.175, Florida Statutes, which shall be subject to the Metropolitan Planning Organization' 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 United States Code 134(h), 49 United States Code 5304, 23 Code of Federal Regulations 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 CFR 450.314, and Section 339.175(9), Florida Statutes.

ARTICLE 2 PURPOSE

Section 2.01. General Purpose. The purpose of this Agreement is to establish the Lee County Metropolitan Planning Organization and to re-state the interlocal agreement entered into by the parties on the May 26, 2006 for the Creation of the Lee County MPO, whose ongoing mission is:

(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. 34 and 49 U.S.C. 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 CFR 420 and 450, and 49 CFR 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 Lee County 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. The governing board is the policy-making body that is the forum for cooperative decision-making and will be 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 parties shall submit to each other such data, reports, records, contracts, and other documents relating to its 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 sixteen voting representatives and one non-voting representative. 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:

Lee County	five voting members
City of Cape Coral	four voting members
City of Fort Myers	three voting members
City of Bonita Springs	two voting members
City of Sanibel	one voting member
Town of Fort Myers Beach	one voting member
Florida Department of Transportation	one non-voting member

(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) In the event that the county commission has only five members and the MPO membership consists of more than fifteen members all the county commissioners must be representatives on the MPO Board.

(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(5) and (6), 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(6)(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(6)(d), Florida Statutes, the MPO shall create and appoint a technical advisory committee;

(b) As provided in Section 339.175(6)(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(9), 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 CFR Parts 420 and 450, and 49 CFR 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(10)(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) Perform such other tasks presently or hereafter required by state or federal law;

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

(o) 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 CFR Part 420, Subpart A, 49 CFR 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 CFR Part 420, Subpart A, 49 CFR Part 18, Subpart C, 49 CFR 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 the year 2013 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 Lee County and the United States Bureau of the Census designated center cities, 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 CFR 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:

FLORIDA DEPARTMENT OF TRANSPORTATION, District Secretary, P.O. Box 1249, Bartow, FL 33831-1249

LEE COUNTY, County Administrator, with copy to the County Attorney, P.O. Box 398, Fort Myers, FL 33902-0398

CITY OF CAPE CORAL, Mayor, P.O. Box 150027, Cape Coral, FL 33915-0027

CITY OF FORT MYERS, Mayor, with copies to the City Clerk and City Planner, P.O. Box 2217, Fort Myers, FL 33902

CITY OF BONITA SPRINGS, City Manager, 9101 Bonita Beach Road, Bonita Springs, FL 34135-4223

CITY OF SANIBEL, City Manager, 800 Dunlop Road, Sanibel, FL 33957; and

TOWN OF FORT MYERS BEACH, Mayor, P.O. Box 3077, Fort Myers Beach, FL 33932

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 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 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. Lee 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:

[Every member of the MPO shall sign this Agreement with the appropriate witnesses]

Signed, sealed and delivered this _____ day of _____, 2009.

Attested By:

LEE COUNTY, Board of County Commissioners

Clerk of Circuit Court

Ray Judah, Chairman

Approved as to form and legal sufficiency:

County Attorney

Signed, sealed and delivered this _____ day of _____, 2009.

Attested By:

CITY OF CAPE CORAL

City Clerk

Jim Burch, Mayor

Approved as to form and legal sufficiency:

City Attorney

Signed, sealed and delivered this _____ day of _____, 2009.

Attested By:

CITY OF FORT MYERS

City Clerk

Jim Humphrey, Mayor

Approved as to form and legal sufficiency:

City Attorney

Signed, sealed and delivered this _____ day of _____, 2009.

Attested By:

CITY OF BONITA SPRINGS

City Clerk

Ben Nelson, Mayor

Approved as to form and legal sufficiency:

City Attorney

Signed, sealed and delivered this _____ day of _____, 2009.

Attested By:

CITY OF SANIBEL

City Clerk

Mick Denham, Mayor

Approved as to form and legal sufficiency:

City Attorney

Signed, sealed and delivered this _____ day of _____, 2009.

Attested By:

TOWN OF FORT MYERS BEACH

Town Clerk

Larry Kiker, Mayor

Approved as to form and legal sufficiency:

Town Attorney

Signed, sealed and delivered this _____ day of _____, 2009.

Attested By:

FLORIDA DEPARTMENT OF TRANSPORTATION

Executive Secretary

Stanley M. Cann, P.E., District One Secretary

Approved as to form and legal sufficiency:

Legal Counsel