

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**AMENDED AND RESTATED INTERLOCAL AGREEMENT FOR CREATION OF THE
COLLIER METROPOLITAN PLANNING ORGANIZATION**

THIS AMENDED AND RESTATED INTERLOCAL AGREEMENT ("Agreement") is made and entered into on this 26th day of February, 2015 by and between the FLORIDA DEPARTMENT OF TRANSPORTATION; COLLIER COUNTY; the CITY OF MARCO ISLAND; the CITY OF NAPLES; and EVERGLADES CITY, collectively known as "the parties."

RECITALS

WHEREAS, on May 10, 2005, the parties entered into an agreement entitled "State of Florida Department of Transportation Amended and Restated Interlocal Agreement for the Creation of the Collier Metropolitan Planning Organization;" and

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

WHEREAS, pursuant to a letter to the Collier Metropolitan Planning Organization Chairman dated September 5, 2013, the Governor agreed to reaffirm the MPO's Board Membership as set forth in this Agreement; and

WHEREAS, it is the intent of the parties that this Agreement supersede and supplant the May 10, 2005 Amended and Restated Interlocal Agreement, and that this Agreement be the sole and controlling agreement between the parties with respect to the subject matter herein; and

WHEREAS, the federal government, under the authority of Title 23 United States Code (U.S.C.) § 134 and Title 49 U.S.C. § 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; and

WHEREAS, the parties to this Agreement desire to participate cooperatively in the performance, on a continuing basis, of a coordinated, comprehensive transportation planning process to assure that highway facilities, mass transit 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; and

WHEREAS, Title 23 U.S.C. § 134 and Title 49 U.S.C. §§ 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; and

WHEREAS, pursuant to Titles 23 U.S.C. § 134(d), 49 U.S.C. § 5303, 23 C.F.R. § 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 urbanized area to designate a Metropolitan Planning Organization; and

WHEREAS, pursuant to this Agreement, the parties wish to collectively participate in the metropolitan planning process as the Collier MPO for the Bonita Springs / Naples urbanized area, herein after referred to as "the Metropolitan Planning Organization" or "the MPO;" and

WHEREAS, the parties approved by unanimous vote an apportionment and boundary plan for presentation to the Governor on the 12th day of April, 2013; and

WHEREAS, pursuant to Section 339.175(4), F.S., the Governor, by letter dated September 5, 2013, approved the apportionment and boundary plan submitted by the MPO; and

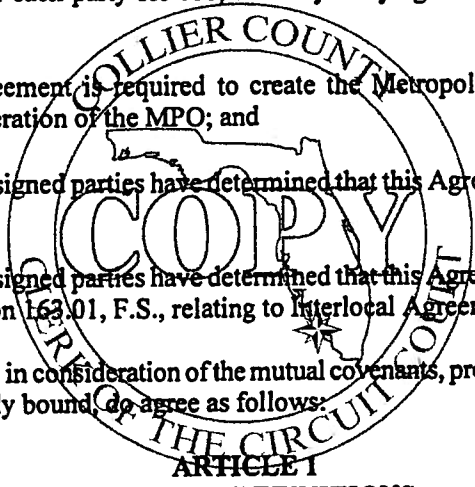
WHEREAS, pursuant to Title 23 CFR §450.314(a), and Section 339.175(10), F.S., an agreement must be entered into by the Department, the MPO, and the governmental entities and public transportation operators to identify the responsibility of each party for cooperatively carrying out a comprehensive transportation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

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

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

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

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representation herein, the parties, desiring to be legally bound, do agree as follows:



**ARTICLE I
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 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 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.

CAC

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 U.S.C. § 134(c), Title 49 U.S.C. § 5303, Title 23 C.F.R. § 450.322, and Section 339.175(7), F.S.

Metropolitan Planning Area means and refers to the planning area determined by agreement between the MPO and the Governor for the urbanized area containing at least a population of 50,000 as described in Title 23 U.S.C. § 134(b)(7), Title 49 U.S.C. § 5303(b)(7), and Section 339.175(2)(c) and (d), F.S., and including the existing urbanized 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.

MPO means and refers to the Collier Metropolitan Planning Organization originally formed as the Collier County Metropolitan Planning Organization pursuant to an interlocal agreement dated June 28, 1999 and superseded by an amended and restated interlocal agreement dated May 10, 2005 now superseded by this Agreement and as described in 23 U.S.C. § 134(b)(2), 49 U.S.C. § 5303(b)(2), 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 U.S.C. § 134(j), 49 U.S.C. § 5303(j), 23 C.F.R. § 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 C.F.R. § 450.308, and Section 339.175(9), F.S.

ARTICLE 2 PURPOSE

Section 2.01. **General Purpose.** The purpose of this Agreement is to update and restate the Amended and Restated Interlocal Agreement for Creation of the Collier Metropolitan Planning Organization, whose ongoing mission includes:

- (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;

- (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 U.S.C. § 134 and Title 49 U.S.C. §§ 5303, 5304, 5305, 5307, 5309, 5310, 5311, 5314, 5326, 5337 and 5339, 5340, and any other applicable statutes; 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 MPO Responsibilities. The MPO is intended to be a forum for cooperative decision making by officials of the governmental entities which are parties to this 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, MPO plans, and approved local government comprehensive plans. Section 339.175(5), F.S., specifies the authority and responsibility of the MPO and the Department to manage 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, F.S., the parties to this Agreement acknowledge that decisions made by the MPO will be coordinated

with the Department. All parties to this Agreement acknowledge that actions taken pursuant to this Agreement will be consistent with local government comprehensive plans.

**ARTICLE 3
MPO ORGANIZATION AND CREATION**

Section 3.01. Establishment of MPO. The MPO for the metropolitan planning area as described in the membership apportionment plan approved by the Governor is hereby created and established pursuant to this 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 MPO.

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 act as the policy-making body for the MPO, and will be responsible for coordinating the cooperative decision-making process of the MPO's actions, and will take required actions as the MPO.

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 Agreement and the affected federal funding agencies (e.g., FHWA, FTA, and FAA) shall have the rights of technical review and comment on MPO's projects.

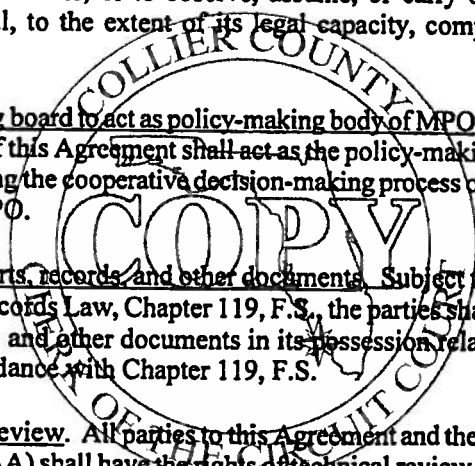
**ARTICLE 4
COMPOSITION; MEMBERSHIP; TERMS OF OFFICE**

Section 4.01. Composition and membership of governing board.

- (a) The membership of the MPO shall consist of nine (9) voting members and one (1) non-voting advisor. 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:

Collier County Board of County Commissioners	5	Voting
City of Naples	2	Voting
City of Marco Island	1	Voting
Everglades City	1	Voting
Florida Department of Transportation	1	Non-voting

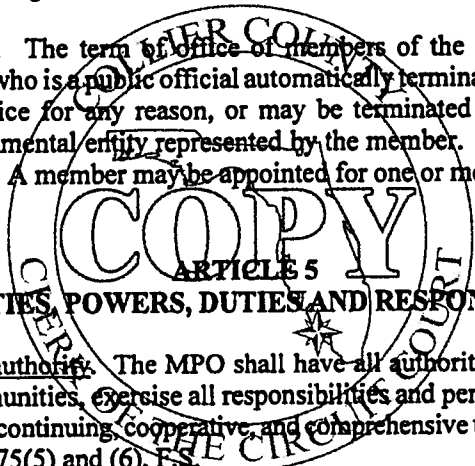
- (b) All voting representatives shall be elected officials of general purpose local governments, except to the extent that the MPO includes, as part of its apportioned voting membership, a member of a statutorily authorized planning board or an official of an agency that operates or



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) The voting membership of a MPO shall consist of not fewer than 5 or more than 19 apportioned members, the exact number to be determined on an equitable geographic-population ratio basis by the Governor, based on an agreement among the affected units of general-purpose local government as required by federal rules and 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 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, the appointment shall then 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.



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), F.S.

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), F.S., 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), F.S., the MPO 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 MPO may acquire, own, operate, maintain, sell, or lease real and personal property;
- (d) As provided in Section 163.01(5)(m), F.S., 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 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 MPO shall have the following duties and responsibilities:

- (a) As provided in Section 339.175(6)(d), F.S., the MPO shall create and appoint a technical advisory committee;
- (b) As provided in Section 339.175(6)(e), F.S., the MPO shall create and appoint a citizens' advisory committee;
- (c) As provided in Section 163.01(5)(o), F.S., 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), F.S., the MPO shall establish an estimated budget which shall operate on a fiscal year basis consistent with any requirements of the UPWP;
- (e) The MPO, in cooperation with the Department, shall carry out the metropolitan transportation planning process as required by Title 23 C.F.R. Parts 420 and 450, and Title 49 C.F.R. 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 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) 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.

ARTICLE 6 FUNDING; INVENTORY REPORT; RECORD-KEEPING

Section 6.01. Funding. The Department shall allocate to the MPO 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 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 Title 23 C.F.R. Part 420, Subpart A, Title 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 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, 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 on the same terms and conditions that the Department would provide the records 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 party 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 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 this 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. The 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 the Collier County Board of County Commissioners and the United States Bureau of the Census designated largest incorporated city, 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 MPO shall contact The Office of the Governor and the Governor, with the agreement of the remaining members of the MPO, shall determine whether any reapportionment of the membership is appropriate. The Governor and the MPO shall review the previous MPO designation, applicable federal, state and local law, and MPO rules for appropriate revision. In the event that another entity is to be afforded membership in the place of the member withdrawing from the MPO, the parties acknowledge that pursuant to Title 23 CFR §450.310(1)(2), 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 afforded membership in 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:

Board of County Commission Chairperson
Collier County Board of County Commission
3299 East Tamiami Trail, 3rd Floor
Naples, FL 34112

City Manager
City of Naples
735 Eighth Street, South
Naples, FL 34102

City Manager
City of Marco Island
50 Bald Eagle Drive
Marco Island, FL 34145

Mayor
Everglades City
102 Broadway Avenue East
Everglades City, FL 33929

District Secretary
Florida Department of Transportation
District One
801 North Broadway Avenue
Bartow, FL 33831

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 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 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, 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 costs and 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.

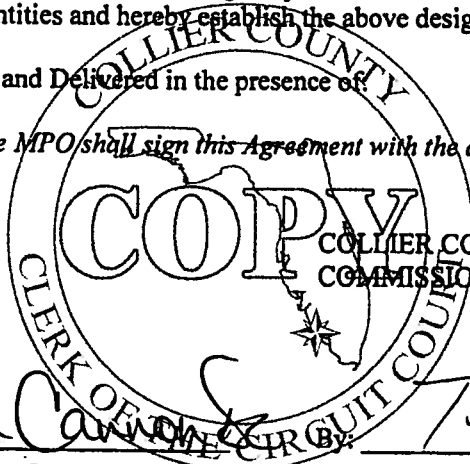
- (b) **Recordation.** The Collier MPO hereby agrees to pay for any costs of recordation or filing of this Agreement in the Office of the Circuit Court for each county in which a party is hereto located. The recorded or filed original, or any amendment, shall be returned to the Collier MPO for filing in its records.

Section 7.09. Previous agreement superseded. Upon execution by all parties and recordation of this Agreement as specified in Section 7.08(b), this Agreement shall supersede and replace the May 10, 2005 Agreement identified in the Recitals.

IN WITNESS WHEREOF, the undersigned parties have executed this 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]



ATTEST: *Teresa Cannon*
 Name: Teresa Cannon
 Title: Deputy Clerk
 Date: 2/9/15

Tim Nance
 Name: TIM NANCE, CHAIRMAN
 Date: 1/13/15

Attest as to Chairman's signature only.

Approved as to form and legality:
Scott R. Teach
 Scott R. Teach
 DEPUTY COUNTY ATTORNEY



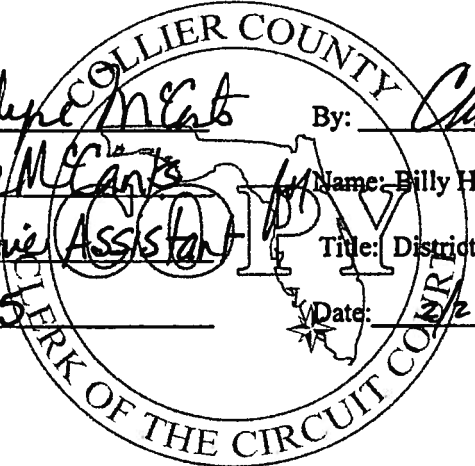
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[Every member of the MPO shall sign this Agreement with the appropriate witnesses]

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ATTEST:	<u>Geraldynne McEnts</u>	By:	<u>Chin Smith</u>
Name:	<u>Geraldynne McEnts</u>	Name:	Billy Hattaway
Title:	<u>Administrative Assistant</u>	Title:	District Secretary
Date:	<u>2/26/15</u>	Date:	<u>2/26/15</u>



Reviewed:
Keith Baker
 District Counsel
 Date:

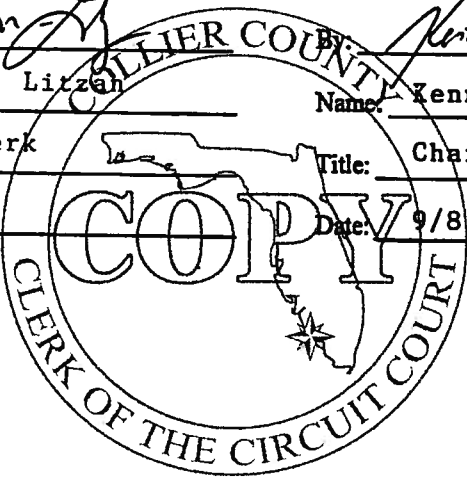
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[Every member of the MPO shall sign this Agreement with the appropriate witnesses]

MARCO ISLAND CITY COUNCIL

ATTEST: *Laura M. Litzan* BY: *Kenneth E. Honecker*
 Name: Laura M. Litzan Name: Kenneth E. Honecker
 Title: City Clerk Title: Chairman
 Date: 9/8/14 Date: 9/8/14



Reviewed: Burt L. Saunders

Burt L. Saunders
 Marco Island City Counsel
 Date: September 8, 2014



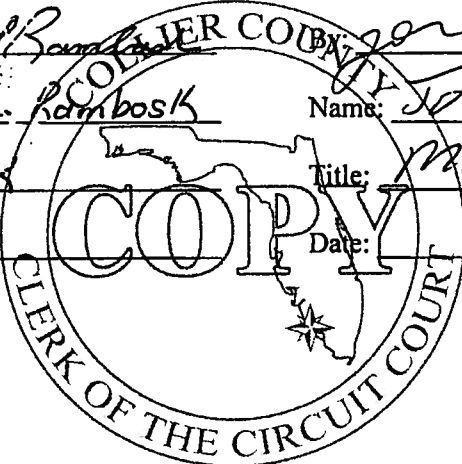
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Signed, Sealed and Delivered in the presence of:

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

NAPLES CITY COUNCIL

ATTEST: *Leticia L. Bambosk*
 Name: *Patricia L. Bambosk* Name: *John F. Sorey*
 Title: *City Clerk* Title: *Mayor*
 Date: *11/21/14* Date: _____



Reviewed:

Rolf D. Brit
 City of Naples Counsel
 Date:

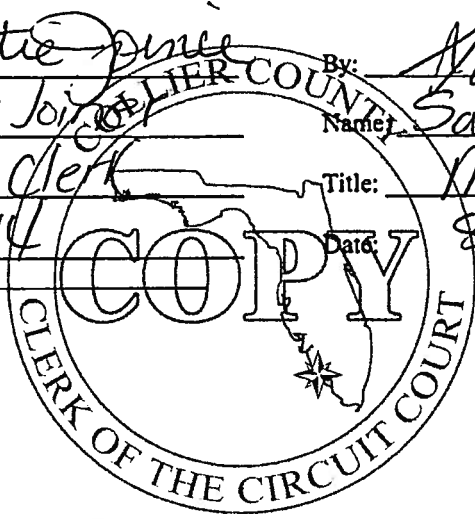
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Signed, Sealed and Delivered in the presence of:

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

EVERGLADES CITY - CITY COUNCIL

ATTEST:	<u>Dottie Jones</u>	By:	<u>Sammy Hamilton Jr</u>
Name:	<u>Dottie Jones</u>	Name:	<u>Sammy Hamilton Jr</u>
Title:	<u>City Clerk</u>	Title:	<u>Mayor</u>
Date:	<u>8-26-14</u>	Date:	<u>8-26-14</u>



Reviewed: [Signature]
 City of Everglades Counsel
 Date:

