



# CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 6/5/07

**SUBJECT:** MPO Membership Assessment and Funding Agreement

**DEPARTMENT:** Administration

**ATTACHMENTS:**  Ordinance  Resolution  Budget Resolution

Other  Support Documents/Contracts Available for Review in Manager's Office

**RECOMMEND MOTION:**

To approve the attached agreement with the MPO for FY 2007-08.

**SUMMARY:**

Attache dis the renewal of the MPO agreement for FY 2007-08. The City of Port Orange's assessment for the next fiscal year is \$5607. Staff recommends approval of this funding agreement.

DEPARTMENT HEAD	Submitted	Date
FINANCE DEPARTMENT	Approved as to Budget Requirements	Date
CITY ATTORNEY	Approved as to Form and Legality	Date
CITY MANAGER <i>[Signature]</i>	Approved Agenda Item for:	6/5/07

**COUNCIL ACTION:**  Approved as Recommended  Disapproved

Tabled Indefinitely  Continued to Date Certain

Approved with Modification:

**MUNICIPALITY/  
METROPOLITAN PLANNING ORGANIZATION  
FY 2007-2008 FUNDING AGREEMENT**

**THIS AGREEMENT**, is made and entered into this 1st day of October, 2007, by and between the **CITY OF PORT ORANGE**, a municipal corporation organized and existing under the laws of the State of Florida (hereinafter "**CITY**"), and the **VOLUSIA COUNTY METROPOLITAN PLANNING ORGANIZATION**, (hereinafter "**VCMPO**").

**WITNESSETH**

**WHEREAS**, metropolitan planning organizations are the lead transportation planning agencies in urban areas throughout the United States; and

**WHEREAS**, the Safe, Accountable, Flexible, Efficient Transportation Act: A Legacy for Users (SAFETEA-LU) of August 2005 provides metropolitan planning organizations with the authority and responsibility for transportation planning and funding; and

**WHEREAS**, the quality of life and economic vitality of our community depend on coordinating transportation issues and developing complementary plans and policies; and

**WHEREAS**, VCMPO has the lead role in formulating regional transportation plans and programs and coordinating transportation issues among local entities and the Florida Department of Transportation (FDOT); and

**WHEREAS**, the CITY desires to enter into this Agreement with VCMPO to provide it with funding to support the functions necessary to achieve VCMPO's desired role in planning and funding the Volusia County Transportation System.

**NOW, THEREFORE**, for and in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the CITY and VCMPO agree as follows:

1. **RECITALS.** The City and VCMPO hereby declare that the recitals set forth above are true and correct and incorporated herein.
2. **FISCAL YEAR 2007-08 FUNDING.** The CITY agrees to allocate **\$5,607.00** to VCMPO from the city's Fiscal Year 2007-08 budget. Such funds shall be paid to VCMPO upon receipt of an invoice from VCMPO to the CITY. The payment shall occur effective October 1, 2007. The funding provided to VCMPO by the CITY is equal to \$.10 per capita based on the most recent estimates of population within each local government's jurisdiction as provided by the Bureau of Economic and Business Research, University of Florida.

3. **EFFECTIVE DATE, TERM.** The effective date of this Agreement is October 1, 2007. The terms of this Agreement shall commence on the effective date and terminate on September 30, 2008.
4. **INTERPRETATION.** The headings contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement.
5. **MISCELLANEOUS**
  - a) This Agreement constitutes the entire Agreement between the parties with respect to the specific matters contained herein and supersedes all previous discussions, understandings, and agreements, written or oral, between the parties hereto. Any amendments to or waivers of the provisions herein shall be made by the parties in writing. No other agreement, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or to bind either party hereto.
  - b) If any sentence, phrase, paragraph, provision or portion of this agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed an independent provision and such holding shall not affect the validity of the remaining portions hereto.
  - c) The parties hereby acknowledge that they have freely and voluntarily entered into this Agreement and that each party has been given the opportunity to receive the advice of independent legal counsel for all negotiations in connection with this Agreement.
6. **CONTROLLING LAWS**
  - a) This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida, and all duly adopted ordinances, regulations, and policies of the CITY now in effect and those hereinafter adopted.
  - b) The location for settlement of any and all law suits, claims, controversies, or disputes, arising out of or relating to any part of this Agreement, or any breach thereof, shall be Volusia County, Florida.
  - c) The parties to this Agreement agree to comply with all applicable federal, state, and local laws, ordinances, rules and regulations pertaining to this Agreement.
7. **BINDING NATURE OF AGREEMENT.** This Agreement shall be binding only between the CITY and VCMPO, and inure to the benefit of the successors or assigns of the parties.

8. **NOTICES.** All notices, consents, approvals, waivers and deletions which any party shall be required or shall desire to make or give under this Agreement shall be in writing and shall be sufficient only when mailed by certified mail, first class postage affixed, addressed as follows:

**CITY:** Kenneth Parker, City Manager  
City of Port Orange  
1000 City Center Circle  
Port Orange, FL 32119

**VCMPO:** Executive Director  
Volusia County MPO  
2570 W. International Speedway Blvd., Suite 120  
Daytona Beach, FL 32114-8145

9. **AUDIT AND RECORD KEEPING PROCEDURES.** VCMPO shall keep and maintain accurate public records of all services rendered in the performance of this Agreement and shall keep such records open to inspection by the CITY and the public at reasonable hours during the entire term of this Agreement, plus two (2) years after the expiration or termination of this Agreement. If any litigation, claim or audit is commenced prior to the expiration of the three (3) year period and extends beyond such period, the records shall be maintained until all litigation, including appeals, claims or audits have been concluded or resolved. Any person authorized by the CITY shall have access to and the right to examine any of the records.
10. **PROVISIONS NOTWITHSTANDING.** Notwithstanding the provisions set forth above nothing contained herein shall alter, amend, or change those terms and conditions set forth in the By-Laws of the Volusia County Metropolitan Planning Organization.

**IN WITNESS WHEREOF,** the parties have hereunto executed this Agreement as of the day and year first above written.

**VCMPO**

**CITY OF PORT ORANGE**

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: Karl D. Welzenbach

Print Name: \_\_\_\_\_

Title: Executive Director

Title: \_\_\_\_\_

ATTEST:

ATTEST:

\_\_\_\_\_

\_\_\_\_\_

(CORPORATE SEAL)

(CORPORATE SEAL)

**Volusia County MPO**



2570 W. International Speedway Blvd.  
Suite 120  
Daytona Beach, FL 32114-8145

Phone: 386-226-0422  
SunCom: 380-0422  
Fax: 386-226-0428  
www.volusiacountympo.com

County Chair Frank Bruno, Jr.,  
Chairman

Karl D. Welzenbach,  
Executive Director  
Beverly Beach

Daytona Beach

Daytona Beach Shores

DeBary

DeLand

Deltona

Edgewater

Flagler Beach

Holly Hill

Lake Helen

New Smyrna Beach

Oak Hill

Orange City

Ormond Beach

Pierson

Ponce Inlet

Port Orange

South Daytona

Volusia County

File: KDWL-2007-16

**CITY OF PORT ORANGE  
RECEIVED**

**MAY 11 2007**

**CITY MANAGER**

May 7, 2007

Mr. Kenneth Parker, City Manager  
City of Port Orange  
1000 City Center Circle  
Port Orange, FL 32119

Subject: FY 2007-2008 MPO Membership Assessment & Funding Agreement

Dear Mr. Parker:

Enclosed please find a copy of an invoice pertaining to the FY 2007-2008 MPO Membership Assessment. Payment of this invoice is due on or before October 15, 2007.

Also enclosed are two copies of the corresponding funding agreement for execution. Please return both copies to me as soon as possible. A final executed copy will be returned to you for your official records.

If you have any questions, please contact Herb Seely at (386) 226-0422, extension 29.

Sincerely,

Karl D. Welzenbach  
Executive Director

**VOLUSIA COUNTY  
METROPOLITAN PLANNING ORGANIZATION**

2570 W. International Speedway Blvd., Ste. 120  
Daytona Beach, Florida 32114-8145

Phone: 386/226-0422  
FAX: 386/226-0428

**INVOICE**

**INVOICE NO: 08MPO-PO  
DATE: MAY 7, 2007**

**ATTN: Mr. John Shelley, Finance Director**  
City of Port Orange  
1000 City Center Circle  
Port Orange, FL 32129-4144

	DESCRIPTION	AMOUNT
	Volusia County Metropolitan Planning Organization - FY 2007-2008 Member Assessment  Total Due by October 15, 2007	\$5,607.00
	TOTAL DUE	\$5,607.00

Please make all checks payable to: **Volusia County Metropolitan Planning Organization**

If you have any questions concerning this invoice, call: Herb Seely, (386) 226-0422 ext. 29

**THANK YOU FOR YOUR SUPPORT!**