

INDIAN RIVER COUNTY, FLORIDA
METROPOLITAN PLANNING ORGANIZATION
MEMORANDUM

TO: Raeanne Cone - Finance
MS

THROUGH: Stan Boling, AICP
Community Development Director

FROM: Phillip Matson, AICP *PM*
MPO Staff Director

DATE: February 28, 2017

SUBJECT **Martin County Board of County Commissioners First Invoice for the 2040 Regional LRTP Project**

Please process the attached invoice #1 from the Martin County Board of County Commissioners for work performed on the 2040 Regional Long Range Transportation Plan (Attachment 1). That plan was authorized by the Indian River County MPO through a Memorandum of Understanding with Martin and St. Lucie Counties entered into on February 3, 2016 (Attachment 2). The services performed, work products submitted, and the attached invoice have all been reviewed and found acceptable. Please authorize payment for ten thousand dollars and no cents (\$10,000.00), and charge the amount to Task 4.4 of the MPO's FY 2016/17 – 2017/18 UPWP (Account Number 12420415-033490). The check should be made payable to Martin County BOCC and mailed to:

Martin County Board of County Commissioner
Office of Budget and Finance
2401 S. E. Monterey Road
Stuart, FL 34996

Attachments:

1. Invoice #1 from Martin County BOCC
2. Memorandum of Understanding between Martin County MPO, Indian River County MPO and St. Lucie County TPO for shared costs toward the development of a Regional Long Range Transportation Plan.



MARTIN MPO

METROPOLITAN PLANNING ORGANIZATION

2401 S.E. Monterey Rd.
Stuart, Florida 34996
<http://www.martinmpo.com>

TROY MCDONALD

Chair
Commissioner For
The City Of Stuart

SARAH HEARD

Martin County Commissioner

VINNY BARILE

Commissioner For
The Town Of Sewall's Point

TOM CAMPENNI

Commissioner For
The City Of Stuart

EDWARD CIAMPI

Martin County Commissioner

HAROLD JENKINS

Martin County Commissioner

DOUG SMITH

Martin County Commissioner

February 23, 2017

Mr. Phil Matson
MPO Staff Director
Indian River County MPO
1801 27th Street
Vero Beach, FL 32960
Sent via email and certified mail

RE: 2040 Regional Long Range Transportation Plan (RLRTP) Invoice #1

Dear Mr. Matson: *Phil*

Attached please find the first invoice for the Indian River Metropolitan Planning Organization (MPO) funding portion of the 2040 RLRTP. Also attached is the Memorandum of Understanding (MOU) between the Indian River MPO, Martin MPO and the St. Lucie Transportation Planning Organization (TPO) dated February 3, 2016, which outlines the responsibilities of each entity.

As noted in the invoice, Indian River MPO agrees to pay the Martin MPO \$10,000 upon completion of Tasks 1.0 thru 5.0. The General Planning Consultant (GPC) Kimley Horn invoice showing completion of Tasks 1.0 thru 5.0 of the 2040 RLRTP is attached, as well as the deliverables associated with each of these Tasks. Also as noted in the invoice, the check should be payable to Martin County Board of County Commissioners (BOCC), not the Martin MPO. This is because the BOCC is providing the upfront funding as the Unified Planning Work Program (UPWP) grant is on a reimbursement basis only.

If you have any questions, please do not hesitate to contact me.

Sincerely,

Beth Beltran
MPO Administrator

Enclosures: Invoice from Martin County BOCC
MOU dated February 3, 2016
Invoice No. 8745263 from Kimley Horn
Deliverables for Task 1.0 thru Task 5.0

cc: Peter Buchwald, St. Lucie TPO
Lisa Dykstra, FDOT
Sarah Woods, Martin County
Don Donaldson, Martin County

TELEPHONE:
(772) 221-1498

FAX:
(772) 221-2389





Martin County Board of County Commissioners
Office of Budget and Finance
2401 S.E. Monterey Road
Stuart, FL 34996

INVOICE

23-Feb-17

Per Number 2 of the Memorandum of Understanding (MOU) between the Martin Metropolitan Planning Organization (MPO), Indian River MPO and St. Lucie Transportation Planning Organization (TPO)

The Indian River MPO agrees to pay the Martin MPO \$10,000 upon completion by the [General Planning Consultant] GPC of Tasks 1.0 thru 5.0 described in Exhibit A of the MOU.

		Attachment
Deliverables	1	Project Schedule
Deliverables	2	Written summary of Regional Trends and Conditions
Deliverables	3	Written summary of Goals, Objectives and Performance Measures
Deliverables	4	Regional Multimodal Transportation System Map
Deliverables	5	Fact Sheet/Brochure

Total Amount Due and Payable \$ 10,000.00 *ms*

Please make check payable to Martin County BOCC

Submit payment to

Martin County Board of County Commissioners
Office of Budget and Finance
2401 S.E. Monterey Road
Stuart, FL 34996

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE MARTIN METROPOLITAN PLANNING ORGANIZATION, THE
INDIAN RIVER METROPOLITAN PLANNING ORGANIZATION AND THE
ST. LUCIE TRANSPORTATION PLANNING ORGANIZATION**

This Memorandum of Understanding is entered into on the 3rd day of February, 2016, by and between the Martin Metropolitan Planning Organization (hereinafter referred to as "MMPO"), the Indian River Metropolitan Planning Organization (hereinafter referred to as "IRMPO") and the St. Lucie Transportation Organization (herein referred to as "TPO"), all constituting a public agency as defined in Part I of Chapter 163, Florida Statutes.

WITNESSETH:

Whereas the Sebastian/Vero Beach Urbanized Area (represented by the Indian River MPO) and the Port St. Lucie Urbanized Area (represented by the St. Lucie TPO and Martin MPO) have, as a result of the 2010 Census, been determined to be contiguous to one another; and

Whereas, the three parties have agreed to cooperate in the development of a Regional Long Range Transportation Plan (RLRTP) for Martin, St. Lucie and Indian River counties; and

Whereas, the Martin Metropolitan Planning Organization (MMPO) has agreed to act as the Lead Agency, to contract with one of its General Planning Consultants (GPC) and to manage the overall project budget and milestones; and

Whereas, the MMPO has agreed to pay up to and no more than \$20,000 towards the cost of developing the Plan; and

Whereas, the IRMPO has agreed to pay up to and no more than \$20,000 towards the cost of developing the Plan; and

Whereas, the TPO has agreed to pay up to and no more than \$20,000 towards the cost of developing the Plan; and

Whereas, the Florida Department of Transportation (FDOT) has agreed to provide technical staff support, to conduct the transportation modeling and to complete the freight component of this RLRTP project.

NOW, THEREFORE, the three parties, in reliance upon the above facts and in consideration of the mutual promises and covenants contained herein, do hereby agree as follows:

1. The MMPO will contract with one of its GPCs, subject to approval by IRMPO and TPO, for development of a Regional Long Range Transportation Plan (RLRTP) to benefit all three parties in accordance with Exhibit A "Scope of Services" which is attached hereto and incorporated herein. Since the source of funds will consist of federal highway planning (PL) funds from each of the three parties, all contractual provisions required by USDOT will be incorporated into the RLRTP contract by the MMPO. Once a final contract and project schedule is developed, such contract and project schedule will be provided to IRMPO and TPO for review and comment. Any comments shall be submitted to the MMPO within ten (10) business days after receipt of such contract and project schedule by IRMPO and TPO.

2. The IRMPO acknowledges and agrees that it will be liable and shall pay to the MMPO its share of the cost for the RLRTP in the amount of Twenty Thousand Dollars (\$20,000). IRMPO agrees to pay MMPO Ten Thousand Dollars (\$10,000) (half) upon completion by the GPC of Tasks 1.0 thru 5.0, as more particularly described in Exhibit A and to pay Ten Thousand Dollars (\$10,000) upon completion of Tasks 6.0 thru 11.0, as more particularly described in Exhibit A.

3. The TPO acknowledges and agrees that it will be liable and shall pay to the MMPO its share of the cost for the RLRTP in the amount of Twenty Thousand Dollars (\$20,000). TPO agrees to pay MMPO Ten Thousand Dollars (\$10,000) (half) upon completion by the GPC of Tasks 1.0 thru 5.0, as more particularly described in Exhibit A and to pay Ten Thousand Dollars (\$10,000) upon completion of Tasks 6.0 thru 11.0, as more particularly described in Exhibit A. A task shall be considered complete when the materials/deliverables associated with a task, as more particularly described in Exhibit A, are accepted by the MMPO in accordance with Section 4 of this Memorandum of Understanding.

4. The MMPO shall review all materials or deliverables submitted for the RLRTP and either preliminarily accept or disapprove same. If approved, MMPO shall send such materials/deliverables for IRMPO and TPO review. IRMPO and TPO shall have 10 business days after the receipt of such materials/deliverables to object or provide comments to MMPO's approval. If IRMPO and TPO do not object or provide comments prior to the expiration of this time period, MMPO shall accept such materials or deliverables. If IRMPO or TPO object and/or provide comments prior to the expiration of this time period, MMPO's approval shall be considered withdrawn, and the materials/deliverables subsequently shall not be approved by the MMPO until the objection and/or comments are addressed to the satisfaction of the IRMPO and TPO.

5. Disputes under this Agreement may be resolved by the parties' authorized representatives. If such Authorized Representatives are unable to reach

a resolution and the parties agree that the issue is of sufficient merit, the parties may select a mediator mutually acceptable to all parties to conduct a mediation of the issues involved and make a recommendation to the parties. The parties agree to be responsible for their respective costs and fees incurred during the mediation and that the mediator's fees and costs shall be paid in equal amounts by each party.

6. A Regional Plan Management Team (RPMT), composed of the MMPO, IRMPO and TPO and Florida Department of Transportation (FDOT) Staff will meet and oversee the development of the RL RTP in accordance with a mutually agreed upon schedule.

7. This agreement may be amended only by written agreement of the three parties. A party requesting amendment of the Agreement must propose such amendment in writing to the other party at least thirty-days (30) prior to the proposed effective date of the amendment.

8. This Agreement incorporates and includes all prior and current negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior and current representatives or agreements, whether oral or written.

9. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent be held invalid or unenforceable for the remainder of this agreement, then the Application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected, and every other term and provision of this agreement shall be deemed valid and enforceable to the extent permitted by law.

10. Any notice, request, demand, consent, approval or other communication required or permitted by this Agreement shall be given or made in writing and shall be served (as elected by the party giving such notice) by one of the following methods: (i) e-mail (ii) hand delivery to the other party; (iii) delivery by commercial overnight courier service; or (iv) mailed by registered or certified mail (postage prepaid), return receipt requested. For purposes of notice the addresses are:

MMPO

Martin MPO
Beth Beltran, MPO Administrator
2401 SE Monterey Road
Stuart, FL 34996

IRMPO:

Indian River MPO
Phil Matson, MPO Staff Director
Administration Building A
1801 27th Street
Vero Beach, FL 32960

TPO:

St. Lucie TPO
Peter Buchwald, Executive Director
466 SW Port St. Lucie Blvd., Suite 111
Port St. Lucie, FL 34953

Notice given in accordance with the provision of this paragraph shall be deemed to be delivered and effective of the date of the e-mail or the date of hand delivery.

11. The Project Manager for the MMPO is Beth Beltran, MPO Administrator, 2401 SE Monterey Road, Stuart, FL 34996, telephone number (772) 221-1498. The Project Manager for the IRMPO is Phil Matson, MPO Staff Director, Administration Building A, 1801 27th Street, Vero Beach, FL 32960, (772) 226-1455. The Project Manager for the TPO is Peter Buchwald, Executive Director, 466 SW Port St. Lucie Blvd., Port St. Lucie, FL 34953; telephone number (772) 462-1593.

12. In the event one of the parties materially breaches this Agreement and does not comply with the covenants contained herein, there shall arise in the other parties the right of unilateral termination of this Agreement. Following 30 days notice to the breaching party and a failure of the breaching party to remedy such breach within said 30 days following notice, or within such additional time as the parties may agree, the other terminating party(ies) may take action at a scheduled public meeting to terminate this Agreement. The breaching party shall be liable to the other party(ies) for all costs or damages incurred by the other party(ies) as a result of the breach of this Agreement by the breaching party.

13. Unless otherwise terminated as provided herein, this Agreement shall terminate upon final acceptance of the Plan by the parties.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding on the date indicated above with an effective date of February 3, 2016.

ATTEST: Martin Metropolitan Planning Organization

By: Margaret H. Brunsard By: Beth Beltran
Name: Beth Beltran
Title: MPO Administrator

ATTEST: Indian River Metropolitan Planning Organization

By: Sharon Schalm By: Phil Matson
Name: Phil Matson
Title: MPO Staff Director

ATTEST: St. Lucie Transportation Planning Organization

By: Michael K. Givens By: Peter Buchwald
Name: Peter Buchwald
Title: Executive Director

EXHIBIT A SCOPE OF SERVICES

Treasure Coast Transportation Council 2040 Regional Long Range Transportation Plan For Martin, Indian River and St Lucie Counties

The 2040 Regional Long Range Transportation Plan (RLRTP) for the Treasure Coast Transportation Council (TCTC) will build upon the 2040 Long Range Transportation Plans (LRTPs) for the three M/TPOs. The 2040 RLRTP will be complementary, with the LRTPs focused on the community/county level and the RLRTP will focus on the regional level. The intent is for the four plans together to provide for a complete transportation system, well integrated with land use, able to meet community/county level and regional level transportation needs.

Task 1.0 Project Management and Schedule Coordination

This task will focus on project management and schedule coordination. Consultants available under existing contracts with the M/TPOs and/or the Florida Department of Transportation will be utilized to complete tasks in the scope of services as a team (Consultant Team). A Regional Plan Management Team (RPMT), composed of representatives from the three M/TPOs and FDOT, will oversee development of the 2040 RLRTP following an agreed upon schedule. The Treasure Coast Technical Advisory Committee (TCTAC) will serve in a technical advisory role to the TCTC, the final decision-making body for the plan. The TCTAC also will serve in a coordination role between the 2040 RLRTP and the 2040 LRTPs being developed by the three M/TPOs.

Deliverable: Project schedule.

Task 2.0 Project Initiation and Data Compilation/Review

This task will include conducting kickoff activities to inform the M/TPO advisory committees and boards about the 2040 RLRTP and initiating interactions between the Consultant Team and the TCTAC and the TCTC supporting development of the plan.

The task will involve having the Consultant Team compile and review documents and data relevant to development of the 2040 LRTPs, including land use, population and employment data, as well as regional model data. The Consultant Team will summarize findings from the review, and bring any actual or potential conflicts or inconsistencies between or among the documents and data reviewed to the RPMT and, subsequently, the TCTAC, if necessary. This effort will draw upon document/data compilations and reviews done for the three 2040 LRTPs. The task will include preparation of a summary of regional trends and conditions to set the context for Task 3.0.

Deliverable: Written summary of Regional Trends and Conditions.

Task 3.0 Regional Goals, Objectives, and Performance Measures

This task will involve reviewing the goals, objectives, and performance measures from the three 2040 LRTPs including consideration of the emphasis placed on performance-based planning and programming in the Moving Ahead for Transportation in the 21st Century (MAP-21) Act.

Deliverable: Written Summary of Regional Goals, Objectives and Performance Measures.

Task 4.0 Regional Multimodal Transportation System

This task will involve producing a 2040 regional multimodal transportation system that will be depicted on a map, based on the 2040 LRTPs, including the designated Strategic Intermodal System (SIS). The task will present an opportunity to expand that focus to be more inclusive of intermodal and multimodal regional corridors and hubs.

Deliverable: DRAFT Regional Map depicting 2040 Regional Transportation Corridors and the designated SIS, in 11x17 printed color format plus digital GIS layer files.

Task 5.0 Regional Public Involvement

The purpose of this task will be to produce and distribute a fact sheet or brochure explaining the 2040 RL RTP's purpose and how it will be developed and be complementary to the 2040 LRTPs.

Deliverable: Printed 2-page color fact sheet/brochure plus digital file for distribution and reproduction purposes.

Task 6.0 Regional Needs Assessment

This task will involve completion of a multimodal needs assessment from a regional perspective based on the multimodal needs assessments done for the three 2040 LRTPs, including the modeling criteria and other methods used by each M/TPO to identify needs. It will include utilization of the 2040 socioeconomic data developed for the 2040 LRTPs, the Existing + Committed (E+C) Network generated for the 2040 LRTPs using TCRPM 4.0, and modeling criteria appropriate for identifying needs on the regional multimodal transportation system. Needed projects will be identified based on analysis of the regional multimodal transportation system, and will include appropriate regional projects identified in current plans including the LRTPs, modal plans and SIS plans. The Regional Needs Assessment will cover needs for highways, regional transit and access to regional transit (Task 7.0), and regional freight movement (Task 8.0). It will identify regional level needs involving greenways, waterways, and park and ride lots for commuters. It will consider the effects of implementing Transportation Demand Management and Transportation Systems Management and Operations/Intelligent Transportation Systems programs and projects (Task 9.0). Planning level cost estimates, including operations and maintenance costs, for projects on the regional 2040 needs map produced under this task will be assembled. The mapped projects will be prioritized using a regional project prioritization process to be developed for the 2040 RL RTP in Task 10.0.

Note: The modeling activities associated with this task will be completed by FDOT and its consultant in coordination with the Consultant Team. Within 6 weeks of receiving notice to proceed on Task 6.0, FDOT will complete up to 4 different model scenario runs using the TCRPM 4.0 model, with results documented in a technical memorandum for inclusion in the Regional Long Range Transportation Plan.

Task 7.0 Regional Transit and Non-Motorized Transportation Component

This task will involve developing a regional transit vision from the transit development plans (TDPs) for Martin, St. Lucie, and Indian River counties as a group. It will continue with a review of components addressing transit, particularly beyond the 10-year planning horizon for TDPs, and non-motorized modes in the 2040 LRTPs for the three M/TPOs. It will include providing opportunities for engagement by and input from the Treasure Coast Transit Meeting. Any connectivity gaps across county lines from the 2040 LRTPs will be identified, and additional analysis will be conducted to inform development and implementation of the regional transit vision (e.g., on trip origins and destinations from a regional perspective).

Task 8.0 Regional Freight Component

The purpose of this task is to develop a component that will address freight movement from a regional perspective and in relation to land use. The task will start with consideration of prior and current plans and studies pertinent to freight movement within and through the tri-county region and a review of components in the three 2040 LRTPs addressing freight movement. It will involve compiling information and conducting analysis (e.g., on logistics infrastructure, freight-related land uses, and economic impact), identifying needs and priorities, and developing strategies and recommendations. It will include coordinating with other freight-related initiatives within or affecting the region and providing opportunities for engagement by and input from freight and other interested stakeholders as the component is developed. The Regional Freight Plan will be a multimodal plan and consider projects needed not only for trucks moving freight on the roadway network, but also projects that facilitate more efficient movement of freight on railroads and through the seaports and airports.

Note: This task will be completed by FDOT and its consultant in coordination with the Consultant Team.

Task 9.0 Regional Project Prioritization

This task will involve reviewing the project prioritization processes in the 2040 LRTPs. It will consider performance measures or expectations from other tasks and utilize best available data and tools. The updated process will be applied to all needs on the designated regional multimodal transportation system through 2040 to create a list of regional project priorities. This list will position the region to advocate more effectively for additional resources. This task will include presentations of the list of regional project priorities to the individual MPOs.

Deliverable: GIS Regional Needs Assessment Map depicting 2040 Regional Transportation Corridors, including transit and non-motorized facilities, as well as the SIS, in 11x17 printed color format plus digital GIS layer files. A Ranked List of Projects that are shown on the Regional Needs Assessment Map and Presentations of the Map and List to the three MPOs.

Task 10.0 Regional Revenue Resources

This task will focus on identifying and documenting existing and potential revenue sources for constructing and operating and maintaining projects on the designated regional multimodal transportation system. It will include a review of the 2040 estimates of state and federal revenues provided to the three M/TPOs for development of their 2040 LRTPs, financial/revenue analyses done for the three 2040 LRTPs, and revenue estimates for projects on the Strategic Intermodal System (SIS) in the tri-county region.

Task 11.0 Meetings and Documentation

This task will summarize the products and technical documentation to be completed. Those products and the technical documentation will serve as the basis for producing the 2040 RL RTP, an executive summary, and a 2040 RL RTP brochure under this task. The draft 2040 RL RTP will be presented to the TCTAC and the TCTC for review and comment. The final version of the plan will be presented to the TCTAC for endorsement and to the TCTC for adoption.

Deliverable: RL RTP written Plan, with Executive Summary; Presentations to TCTAC and TCTC.

Proposed Schedule

The project will be completed within six months of the Consultant Team receiving notice to proceed.