

City of South Daytona
Office of the City Manager

1672 S. Ridgewood Avenue • South Daytona, FL 32119 • (386) 322-3014



MEMORANDUM

To: James L. Gillis Jr., City Manager
From: Becky Witte, Deputy City Clerk
Re: Consideration of approving Resolution No. 2022-11 involving a funding agreement with the River to Sea Transportation Planning Organization for FY 2022-23
Date: June 15, 2022

The River to Sea Transportation Planning Organization (R2CTPO) collects funding annually from each member to support the R2CTPO's functions necessary to achieve the desired role in planning the transportation system throughout our surrounding area. This organization significantly benefits the City by offering opportunities to improve our infrastructure and the financial avenues with which to do so. South Daytona is one of 22 entities that are part of this planning organization. As such, our portion of this collection fund amounts to \$1,270 and is calculated based on \$0.10 per capita equation (funding amount has not increased).

Attached you will find a copy of Resolution 2022-11 requesting authorization to approve the agreement and the budgeted expenditure of the member assessment (\$1,270).

RESOLUTION NO. 2022-11

A RESOLUTION OF THE CITY OF SOUTH DAYTONA, FLORIDA, APPROVING A FY 2022-2023 FUNDING AGREEMENT WITH THE RIVER TO SEA TRANSPORTATION PLANNING ORGANIZATION AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT; PROVIDING FOR REPEAL OF RESOLUTIONS IN CONFLICT HEREWITH; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the City of South Daytona desires to remain a member of the River to Sea Transportation Planning Organization; and

WHEREAS, the City agrees to allocate \$1,270 to the River to Sea Transportation Planning Organization. A value of which was determined as equal to \$0.10 per capita based on the 2018 BEBR estimates of population within local jurisdiction.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SOUTH DAYTONA, FLORIDA:

SECTION 1. The City Council of the City of South Daytona hereby approves the Fiscal Year 2022-2023 Funding Agreement for the River to Sea Transportation Planning Organization and authorizes the City Attorney to review and the City Manager to execute said agreement; a copy of which is attached hereto and incorporated herein by reference.

SECTION 2. Repealer. All prior resolutions, if any, which conflict with this Resolution are hereby repealed.

SECTION 3. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Resolution, or application hereof, is for any reason held invalid or unconstitutional by any Court, such portion or application shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions or application hereof.

SECTION 4. Effective Date. This resolution shall take effect immediately upon its passage and adoption.

THIS RESOLUTION APPROVED ON FIRST AND ONLY READING this 26th day of July 2022 by the City Council of the City of South Daytona, Florida.

CITY OF SOUTH DAYTONA, FLORIDA

William C. Hall, Mayor

ATTEST: _____
James L. Gillis Jr, City Manager

APPROVED AS TO FORM AND LEGALITY:

Wade Vose, City Attorney



To: River to Sea Transportation Planning Organization Member

From: Mariel Lemke

Date: June 1, 2022

Re: FY 2022/23 Funding Agreement and Invoice

The River to Sea Transportation Planning Organization (R2CTPO) collects funding annually from each member to support the R2CTPO's functions necessary to achieve the desired role in planning the transportation system.

Enclosed you will find a Funding Agreement for the FY 2022/23 TPO member assessment. Please execute and return the original to the TPO office. An invoice for the FY 2022/2023 member assessment for your processing is also included. If you have any questions, please contact us.

Thank you for your support of the R2CTPO.

River to Sea TPO

Indigo Professional Centre
2570 W. Speedway Blvd., Suite 100
Daytona Beach, FL 32114
386-226-0422 Fax 386-226-0428

INVOICE

INVOICE NO: SD2023

DATE: June 1, 2022

DUE: July 1, 2022

Mr. Les Gillis, City Manager
City of South Daytona
1672 South Ridgewood Ave
South Daytona, FL 32119

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
	River to Sea TPO FY 22/23 Member Assessment		\$1,270.00
TOTAL DUE			\$1,270.00

Make all checks payable to: River to Sea TPO

If you have any questions concerning this invoice, please call: Mariel Lemke, 386-226-0422 ext. 20423.

THANK YOU FOR YOUR PARTICIPATION!

**MUNICIPALITY/
TRANSPORTATION PLANNING ORGANIZATION
FY 2022/23 FUNDING AGREEMENT**

THIS AGREEMENT, is made and entered into this ___ day of _____ 2022, by and between the **CITY OF SOUTH DAYTONA**, a municipal corporation organized and existing under the laws of the State of Florida (hereinafter "CITY"), and the **RIVER TO SEA TRANSPORTATION PLANNING ORGANIZATION** (hereinafter "R2CTPO").

WITNESSETH

WHEREAS, the River to Sea Transportation Planning Organization (R2CTPO) is the duly designated and constituted body responsible for carrying out the urban transportation planning and programming process for Volusia County and portions of Flagler County inclusive of the cities of Flagler Beach, Beverly Beach, and portions of Palm Coast and Bunnell; and

WHEREAS, Florida Statutes 339.175; 23 U.S.C 134; and 49 U.S.C. 5303 require that the urbanized area, as a condition to the receipt of federal capital or operating assistance, have a continuing, cooperative, and comprehensive transportation planning process that results in plans and programs consistent with the comprehensively planned development of the urbanized area; and

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

WHEREAS, the Fast Act 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, the R2CTPO 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 the R2CTPO to provide it with funding to support the functions necessary to achieve the R2CTPO's desired role in planning the 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 the R2CTPO agree as follows:

1. **RECITALS.** The CITY and the R2CTPO hereby declare that the recitals set forth above are true and correct and incorporated herein.
2. **FISCAL YEAR 2022/23 FUNDING.** The CITY agrees to allocate **\$1,270.00** to the R2CTPO. Such funds shall be paid to the R2CTPO upon receipt of an invoice from the R2CTPO to the CITY. The payment shall be used for the R2CTPO fiscal year (FY) 2022/23 budget effective July 1, 2022. The funding provided to the R2CTPO by the CITY is equal to \$.10 per capita based on the 2018 BEBR estimates of population within each local governments jurisdiction as provided by the Bureau of Economic and Business Research, University of Florida.
3. **EFFECTIVE DATE AND TERMS.** The effective date of this Agreement is upon execution. The terms of this Agreement shall commence on the effective date and terminate on June 30, 2023.
4. **INTERPRETATION.** The headings contained in this Agreement are for reference purposes only and will not in any way affect 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 lawsuits, 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 the R2CTPO, 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: City Manager
City of South Daytona
P.O. Box 214960
South Daytona, FL 32121

R2CTPO: Colleen Nicoulin, Interim Executive Director
River to Sea TPO
2570 W. International Speedway Blvd., Suite 100
Daytona Beach, FL 32114-8145

9. **AUDIT AND RECORD KEEPING PROCEDURES.** The R2CTPO shall maintain accurate public records of all services rendered in the performance of the agreement and shall provide access to such records in accordance with Florida Statutes, Section 119.07(1) (a), which states that the record can be inspected and copied by any person desiring to do so, at any reasonable time, under reasonable conditions and under supervision by the custodian of the public records. All records shall be maintained according to the State of Florida, *General Records Schedule GS1-SL for State and Local Government Agencies*, issued by the

Department of State, State Library and Archives of Florida, in accordance with the statutory provisions of Chapters 119 and 257, Florida Statutes. If any audit, litigation, claim, negotiation or other action involving the records has been started before the expiration of the retention period and disposition of the records, the records shall be retained until the completion of the action and resolution of all issues which arise from.

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 bylaws of the River to Sea Transportation Planning Organization.

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

RIVER TO SEA TPO

CITY OF SOUTH DAYTONA



Signature

Signature

Print Name: Colleen Nicoulin

Print Name: _____

Title: River to Sea TPO Interim Executive Director

Title: _____

ATTEST:

ATTEST:



Signature

Signature

Print Name: Debbie Stewart

Print Name: _____

Title: River to Sea TPO Admin Assistant

Title: _____

(CORPORATE SEAL)

(CORPORATE SEAL)