

## City of South Daytona

Office of the City Manager / Department of Public Works

Post Office Box 214960 • South Daytona, FL 32121-4960 • 386/322-3080 • FAX 386/322-3090



### AGENDA ITEM

# C 13 DATE 7/28/2020

#### MEMORANDUM

**To:** James L. Gillis Jr., City Manager

**From:** Brian Peek, Public Works Director *BP*

**Re:** FY 2020/21 TPO Funding Agreement and Invoice (Resolution 2020-22)

**Date:** July 8, 2020

---

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 twenty-two 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.

Attached you will find a copy of Resolution 2020-22 requesting authorization to approve the agreement and Two (2) copies of said funding agreement for FY 2020/21. One will be retained for our records and the other returned to the R2CTPO office.

## **RESOLUTION NO. 2020-22**

**A RESOLUTION OF THE CITY OF SOUTH DAYTONA, FLORIDA, APPROVING A FY 2020/21 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; PROVIDING FOR SEVERABILITY; PROVIDING 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 \$1,270.00 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, VOLUSIA COUNTY, FLORIDA, THAT:**

**SECTION 1.** The City Council of the City of South Daytona hereby approves the Fiscal Year 2020-2021 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 become effective immediately upon its adoption.

PASSED AND ADOPTED upon first and final reading at a regular meeting of the City Council of the City of South Daytona held in the City of South Daytona, Florida, on the 28<sup>th</sup> day of July, 2020.

**SIGNED:**

---

WILLIAM C. HALL  
Mayor

**ATTEST:**

---

JAMES L. GILLIS, JR.  
City Manager

**APPROVED AS TO FORM:**

---

SCOTT E. SIMPSON  
City Attorney

**MUNICIPALITY/  
TRANSPORTATION PLANNING ORGANIZATION  
FY 2020/21 FUNDING AGREEMENT**

**THIS AGREEMENT**, is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2020, 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 2020/21 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) 2020/21 budget effective July 1, 2020. 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, 2021.
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:** Lois Bollenback, 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**

  
\_\_\_\_\_  
*Signature*

Print Name: Lois Bollenback  
Title: River to Sea TPO Executive Director

**ATTEST:**

  
\_\_\_\_\_  
*Signature*

Print Name: Debbie Stewart  
Title: River to Sea TPO Admin Assistant

(CORPORATE SEAL)

**CITY OF SOUTH DAYTONA**

\_\_\_\_\_  
*Signature*

Print Name: James L. Gillis, Jr.  
Title: City Manager, City of South Daytona

**ATTEST:**

\_\_\_\_\_  
*Signature*

Print Name: Brian Peek  
Title: Public Works Director, City of South Daytona

(CORPORATE SEAL)