

**CITY OF FLAGLER BEACH/RIVER TO SEA TRANSPORTATION PLANNING ORGANIZATION
FY 2024/2025 FUNDING AGREEMENT**

THIS AGREEMENT, is made and entered into this ____ day of ____ 2024, by and between the **CITY OF FLAGLER BEACH**, a municipal corporation organized and existing under the laws of the State of Florida (hereinafter "**CITY**"), and the **RIVER TO SEA TRANSPORTATION PLANNING ORGANIZATION**, a metropolitan planning organization created under the provisions of Sections 163.01 and 339.175, Florida Statutes (hereinafter "**River to Sea TPO**").

WITNESSETH

WHEREAS, the River to Sea TPO is the duly designated and constituted body responsible for carrying out the urban transportation planning and programming process for the Urbanized Areas within Volusia and Flagler Counties; 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 (MPOs) are the lead transportation planning agencies in urban areas throughout the United States; and

WHEREAS, federal laws and Florida Statutes provide MPOs 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 River to Sea TPO 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 enters into this Agreement with the River to Sea TPO to provide it with funding to support the functions necessary to achieve the River to Sea TPO'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 River to Sea TPO agree as follows:

SECTION 1. RECITALS. The CITY and the River to Sea TPO hereby declare that the recitals set forth above are true and correct and incorporated herein.

SECTION 2. FISCAL YEAR 2024/25 FUNDING REQUIREMENTS. The CITY shall allocate **\$529.00** to the River to Sea TPO. Such funds shall be paid to the River to Sea TPO upon receipt of an invoice from the River to Sea TPO to the CITY. The payment shall be used for the River to Sea TPO fiscal year (FY) 2024/25 budget effective July 1, 2024. The funding provided to the River to Sea TPO by the CITY is equal to ten cents (\$.10) per capita based on the 2023 BEBR estimates of population within each local governments jurisdiction as provided by the Bureau of Economic and Business Research, University of Florida.

SECTION 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, 2025.

SECTION 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.

SECTION 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.

SECTION 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 TOWN 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.

SECTION 7. BINDING NATURE OF AGREEMENT. This Agreement shall be binding only between the CITY and the River to Sea TPO and inure to the benefit of the successors or assigns of the parties.

SECTION 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:

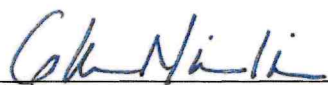
CITY:	City Manager City of Flagler Beach 105 South 2nd. Street Flagler Beach, FL 32136
River to Sea TPO:	Executive Director River to Sea TPO 1 Deuce Ct., Suite 100 Daytona Beach, FL 32124

SECTION 9. AUDIT AND RECORD KEEPING PROCEDURES. The River to Sea TPO 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.

SECTION 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

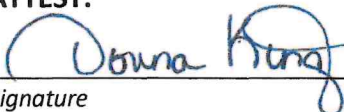


Signature

Print Name: Colleen Nicoulin

Title: Executive Director

ATTEST:



Signature

Print Name: Donna King

Title: Administrative Assistant

CITY OF FLAGLER BEACH

Signature

Print Name: Patti King

Title: Mayor

ATTEST:

Signature

Print Name: Penny Overstreet

Title: City Clerk

(CORPORATE SEAL)