



Please be advised that the River to Sea Transportation Planning Organization (R2CTPO) **EXECUTIVE COMMITTEE** will be meeting on:

DATE: Wednesday, October 7, 2020
TIME: 9:00 a.m.
PLACE: River to Sea TPO Executive Conference Room
 2570 W. International Speedway Blvd., Suite 100
 Daytona Beach, Florida 32114

NOTE:
 GoTo Meeting has been established for remote participation.

Executive Committee
Wed, Oct 7, 2020 9:00 AM (EDT)

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New Smyrna Beach Commissioner Jason McGuirk, Chairperson Presiding

AGENDA

- I. CALL TO ORDER
- II. PUBLIC COMMENT/PARTICIPATION
- III. DISCUSSION ITEMS
 - A. Update on COVID-19 Business Practices and Impacts
 - B. Discussion of Funding Request for Tomoka River Bridge
 - C. Discussion of I-4 Transportation Systems Management & Operations Coalition *(Enclosure, pages 3-9)*

IV. BUSINESS

- A. Review and Recommend Approval of Expenditure for the SR 15A/Beresford Avenue/South Spring Garden Avenue Intersection Improvement Feasibility Study (Volusia County) (Fee is being negotiated)**
- B. Review and Recommend Approval of Expenditure for the Dunlawton Avenue/Yorktowne Blvd Turn Lanes Improvement Feasibility Study (Port Orange) (Fee is being negotiated)**
- C. Review and Recommend Approval of Expenditure for the Normandy Boulevard/Deltona Boulevard Intersection Improvement Feasibility Study (Deltona) (Fee is being negotiated)**
- D. Review and Recommend Approval of Executive Director Timesheet Review Report (Enclosure, page 10)**
- E. Review and Approval of Draft October 28, 2020 River to Sea TPO Board Agenda (Enclosure, pages 11-14)**

V. STAFF COMMENTS

VI. EXECUTIVE COMMITTEE MEMBER COMMENTS

VII. ADJOURNMENT

Note: If any person decides to appeal a decision made by this board with respect to any matter considered at such meeting or hearing, he/she will need a record of the proceedings including all testimony and evidence upon which the appeal is to be based. To that end, such person will want to ensure that a verbatim record of the proceedings is made.

Note: Individuals covered by the Americans with Disabilities Act of 1990 in need of accommodations for this public meeting should contact the River to Sea TPO office, 2570 W. International Speedway Blvd., Suite 100, Daytona Beach, Florida 32114-8145; (386) 226-0422, extension 20416, at least five (5) working days prior to the meeting date.

The River to Sea TPO does not discriminate in any of its programs or services. To learn more about our commitment to nondiscrimination and diversity, visit our Title VI page at www.r2ctpo.org or contact our Title VI/Nondiscrimination Coordinator, Pamela Blankenship, at 386-226-0422, extension 20416, or pblankenship@r2ctpo.org. Persons who require translation services, which are provided at no cost, should contact the River to Sea TPO at (386) 226-0422 or by email at PBlankenship@r2ctpo.org at least five (5) business days prior to the event

MID/CENTRAL FLORIDA CORRIDOR COALITION MEMORANDUM OF UNDERSTANDING

Between

MetroPlan Orlando, Pinellas County MPO (dba Forward Pinellas), Hillsborough MPO, Pasco County MPO, Polk County TPO, Sarasota/Manatee MPO, Space Coast TPO, and River-to-Sea TPO

THIS MEMORANDUM OF UNDERSTANDING (MOU), dated the ____ day of _____, 20__, by and between MetroPlan Orlando, and Forward Pinellas, Hillsborough MPO, Pasco County MPO, Polk County TPO, Sarasota/Manatee MPO, Space Coast TPO, and River-to-Sea TPO, all metropolitan planning agencies created by separate interlocal agreement and all operating pursuant to Section 339.175, Florida Statutes (hereafter referred to as the “the M/TPOs”)

RECITALS:

WHEREAS, this MOU is for the purpose facilitating facilitate cooperation and coordination of the Mid/Central Florida I-4 Corridor Coalition (Regional Transportation Systems Management & Operations (TSMO) Program in Central Florida; and

WHEREAS, TSMO is the application of multimodal transportation strategies and technologies intended to maximize the efficiency, safety, and utility of the existing transportation network; and

WHEREAS, TSMO # includes a set of projects and strategies that use technology and real-time operational procedures, that when integrated at the state, regional and local levels, enhances the movement of people and goods, all with a positive impact on individual and national economic prosperity.

WHEREAS, strategies, services or projects that have proven effective include:

- Work Zone Management;
- Traffic Incident Management;
- Special Event Management;
- Transit Management;
- Traffic Signal Coordination;
- Congestion Pricing; Active Transportation and Demand Management; and
- Integrated Corridor Management

WHEREAS, the application of Information and Communication Technologies (ICT) to manage and operate transportation systems will expand and evolve as more innovative solutions appear in transportation operations and planning, including connected and autonomous vehicles; and

WHEREAS, for transportation systems in the 21st Century, M/TPOs will need to advance, further, and increase their capacity in this area through workforce development and understanding of TSMO applications to improve the safety, efficiency and performance of a transportation system; and

WHEREAS, since the M/TPOs provide support for and planning of individual TSMO programs at varying levels of maturity, and a means of establishing a regional cooperative approach to TSMO may facilitate regional mobility across planning boundaries in the I-4 Corridor; and

WHEREAS, a knowledge transfer opportunity exists in creating an innovative relationship among the M/TPOs to plan, fund and collaborate on TSMO strategies in *Mid/Central Florida*.

WHEREAS, the M/TPOs each have by virtue of their creating interlocal agreements, Section 163.01(14), Florida Statutes, and Section 339.175(6)(j)1., Florida Statutes, the power to execute and implement an agreement or MOU for regional cooperation with regard to TSMO; and

WHEREAS, Section 339.175(6)(j)1., Florida Statutes, provides that:

(j)1. The Legislature finds that the state's rapid growth in recent decades has caused many urbanized areas subject to M.P.O. jurisdiction to become contiguous to each other. As a result, various transportation projects may cross from the jurisdiction of one M.P.O. into the jurisdiction of another M.P.O. To more fully accomplish the purposes for which M.P.O.'s have been mandated, M.P.O.'s shall develop coordination mechanisms with one another to expand and improve transportation within the state. The appropriate method of coordination between M.P.O.'s shall vary depending upon the project involved and given local and regional needs. Consequently, it is appropriate to set forth a flexible methodology that can be used by M.P.O.'s to coordinate with other M.P.O.'s and appropriate political subdivisions as circumstances demand; and

WHEREAS, the M/TPOs have determined that this MOU is a flexible method of coordination for a transportation project, namely the *Mid/Central Florida Corridor Coalition*,

NOW, THEREFORE, in consideration of the covenants herein to the other and of the mutual benefits to be realized by the parties hereto, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Recitals. Each and all of the above recitals (“WHEREAS”) are hereby incorporated herein.

SECTION 2. Process.

(a) MetroPlan Orlando has been active in collaborating with its partners to advance TSMO strategies for several years by: establishing TSMO as a business unit; enriching staff’s abilities to integrate TSMO alternatives investments; maintaining a formal TSMO Advisory Committee represented by planners and traffic engineers in the planning area; allocating resources to deploy projects in MetroPlan Orlando’s Transportation Improvement Program (TIP); mainstreaming TSMO in the transportation planning process; and cultivating local, state and federal “Champions”.

(b) As the agency initiating this process, MetroPlan Orlando proposes to advance their TSMO planning activities as described below.

1. A Work Plan, attached as Exhibit “A” to this MOU and incorporated herein by this reference into this MOU, provides a high-level description of the activities for the first year of this Program, terminating on December 31, 2021. The Work Plan will be modified, as needed, to suit each of the M/TPOs that is a ~~are~~ party to this MOU. The Work Plan will be used to monitor the activities and progress on performance of the Mid/Central Florida Corridor Coalition Regional Transportation Systems Management & Operations Program.

2. The parties to this MOU agree that each individual M/TPOs shall continue to have the authority to maintain autonomy to direct and to oversee their own TSMO activities, planning and strategies.

3. MetroPlan shall provide overall operational and administrative guidance for this program pursuant to this MOU. Technical and/or additional administrative support will be provided by existing staff from each respective M/TPOs. This MOU is not a commitment of funds by or to any M/TPO that is a party to this MOU on behalf of any other M/TPO that is a party to this MOU. When funding is needed by any M/TPO that is a party to this MOU to pursue an agreed upon project, program or activity within the spirit of this MOU, then the expectation and requirement is that the funding may be pursued by the one M/TPO only with the endorsement and support of an other M/TPO, only if such endorsement and support has been approved by the governing board of the other M/TPO. Additionally, this MOU does not commit any M/TPO to any project or financial obligation. The M/TPOs understand that any and all approvals of a project, program and activity must first be obtained by the governing board of each M/TPO that is going to participate in said project, program, or activity, prior to any funding and commitment to any project, program or activity.

SECTION 3. The Director. The Director of TSMO pursuant to this MOU shall be unilaterally appointed, suspended, or removed by MetroPlan Orlando as it shall choose. Upon resignation, suspension or removal of any person as the Director, MetroPlan Orlando shall provide notice within ten (10) days to the other M/TPOs that are a party to

this MOU. Thereafter, MetroPlan Orlando shall appoint a new person to serve as the Director and shall provide notice within ten (10) days to the other M/TPOs that are a party to this MOU. The initial Director pursuant to this MOU shall be Eric Hill.

SECTION 4. Notice.

(a) A notice or communication, under this MOU by one party, on the one hand, to other parties to this MOU shall be sufficiently given or delivered if dispatched by hand delivery, or by nationally recognized overnight courier (i.e. – Federal Express, United Parcel Services, electronic delivery, etc.) providing receipts, or by U.S. certified mail, postage prepaid, return receipt requested to:

Forward Pinellas
310 Court Street
Clearwater, FL 33756

Polk TPO
330 W. Church Street
Bartow, FL 33830

Hillsborough MPO
601 E. Kennedy Blvd., 18th Floor
P.O. Box 1110
Tampa, FL 33602

River to Sea TPO
2570 W International Speedway Blvd
Ste. 120
Daytona Beach, FL 32114-8145

MetroPlan Orlando
250 S. Orange Ave. Suite 200
Orlando, FL 32801

Sarasota/Manatee MPO
8100 15th Street East
Sarasota, FL 34243-3248

Pasco County MPO
West Pasco Government Center
8731 Citizen Drive, Suite 230
New Port Richey, FL 34654

Space Coast TPO
2725 Judge Fran Jamieson Way, #B
Melbourne, FL 32940

(b) Notices; Addresses; Time. Any M/TPO that is a party to this MOU may unilaterally change its addressee or address by giving written notice thereof to the other M/TPOs but the change is not effective against another M/TPO until the change notice is actually received by the other M/TPO. Notice given by U.S. certified mail, return receipt requested, properly addressed and with postage fully prepaid, is deemed given when deposited in the United States mails within the continental United States, if the notice is thereafter delivered in due course at the address to which properly sent. Notice given by overnight courier, service prepaid, properly addressed is deemed given when deposited with the courier within the continental United States, if the notice is thereafter delivered in due course at the address to which properly sent. Notice given by manual delivery is deemed given only when actually received by the recipient.

(c) Relay of Official Notices and Communications. If any M/TPO that is a party to this MOU receives any notice from a governmental body or governmental officer that pertains to this MOU, or receives any notice of litigation or threatened litigation affecting the

MOU or a project, program, or activity being conducted pursuant to this MOU, the receiving party shall promptly send it (or a copy of it) to all other M/TPO parties to this MOU.

SECTION 5. Governing Law; Interpretation; Severability; Attorneys Fees.

(a) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without application of its conflict of law principles.

(b) Interpretation. All parties to this MOU have participated in the drafting of this MOU, and each party to this MOU has had an opportunity to avail itself of the advice of legal counsel. Consequently, no provision herein shall be more strictly enforced any party as the drafter of this MOU.

(c) Severability. Invalidation of any one of these covenants or restrictions or any part, clause or word hereof, or the application thereof in specific circumstances, by judgement, court order, or administrative hearing or order shall not affect any other provisions or applications in other circumstances, all of which shall remain in full force and effect.

(d) Attorneys' Fees. If any action or other proceeding is commenced to enforce or interpret any provision of this MOU, each party shall be responsible for their own attorneys' and paralegals' fees.

SECTION 6. Term of MOU; Admission to or Withdrawal from MOU.

(a) This MOU shall have an initial term of one (1) non-calendar year, from , 202x, to , 202x. This MOU shall automatically renew in each subsequent year, unless terminated at least sixty (60) days prior to any renewed term; provided, that in no event shall this MOU have a term beyond September 30, 2025. During 2025, the parties to this MOU may review, revise, and sign a new MOU, if so desired.

(b) Notwithstanding sub-section (a), any party may terminate its participation as a party to this MOU for its convenience at any time upon sixty (60) calendar days prior written notice to the other parties, without liability, penalty or obligation, including but not limited to financial commitments.

(c) Notwithstanding other provisions in this MOU, additional parties may be admitted as parties to this MOU by amendment to the MOU approved and executed by all parties then a party to this MOU.

SECTION 7. Effective Date; Counterpart Signature Pages.

(a) This MOU shall become effective on _____, 2020, and each party that has executed this MOU by said date shall be deemed a party to this MOU.

(b) This MOU may be executed in counterparts, each of which shall be

deemed an original. Any such counterparts shall constitute one and the same instrument. This MOU shall become effective only upon Effective Date and delivery of this Agreement by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be signed in their respective names by their authorized representatives, all duly attested to by their respective Agency Clerks.

Signed, sealed, and delivered in the presence of:

METROPLAN ORLANDO:

BY: _____

TITLE: _____

ATTEST: _____

TITLE: _____

FORWARD PINELLAS:

BY: _____

TITLE: _____

ATTEST: _____

TITLE: _____

HILLSBOROUGH MPO:

BY: _____

TITLE: _____

ATTEST: _____

TITLE: _____

PASCO COUNTY MPO:

BY: _____

TITLE: _____

ATTEST: _____

TITLE: _____

POLK COUNTY TPO:

BY: _____

TITLE: _____

ATTEST: _____

TITLE: _____

SARASOTA/MANATEE MPO:

BY: _____

TITLE: _____

ATTEST: _____

TITLE: _____

SPACE COAST TPO:

BY: _____

RIVER TO SEA TPO:

TITLE: _____

ATTEST: _____

TITLE: _____

BY: _____

TITLE: _____

ATTEST: _____

TITLE: _____



To: River to Sea TPO Board
 From: Commissioner Jason McGuirk, River to Sea TPO Chairperson
 Date: September 2, 2020
 RE: River to Sea TPO Chairperson Report of Timesheet Review

In accordance with the River to Sea TPO's Timekeeping and Travel Reimbursement Policy that became effective on November 1, 2019, the following timesheets were provided to the River to Sea TPO Chairperson for review on September 2, 2020. From this submission, the Chairperson selected a sample of timesheets to review for timely submission, accuracy and consistency of work detail.

Timesheets Provided		Timesheets Reviewed Chair Initial
Batch Number	Time Period	
673	August 2, 2020 through August 8, 2020	[Signature]
674	August 9, 2020 through August 15, 2020	
675	August 16, 2020 through August 22, 2020	[Signature]
676	August 23, 2020 through August 29, 2020	

- _____ No abnormalities noted.
- _____ Abnormalities were noted and have been resolved.
- _____ Abnormalities were noted and have **not** been resolved.



MEETING AGENDA

Please be advised that the RIVER TO SEA TRANSPORTATION PLANNING ORGANIZATION (TPO) BOARD will be meeting on:

DATE: WEDNESDAY, OCTOBER 28, 2020
TIME: 9:00 A.M.
PLACE: RIVER TO SEA TPO CONFERENCE ROOM
 2570 W. International Speedway Blvd., Suite 100

TPO Board Meeting

Wed, Oct 28, 2020 9:00 AM - 10:30 AM (EDT)

Please join my meeting from your computer, tablet or smartphone.

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New Smyrna Beach Commissioner Jason McGuirk, Chairperson Presiding

- I. CALL TO ORDER / ROLL CALL / DETERMINATION OF A QUORUM**
- II. PLEDGE OF ALLEGIANCE**
- III. PUBLIC COMMENT/PARTICIPATION** *(Public comments may be limited to three (3) minutes at the discretion of the Chairperson)*
- IV. CONSENT AGENDA**
 - A. SEPTEMBER 23, 2020 RIVER TO SEA TPO BOARD MEETING MINUTES** *(Contact: Debbie Stewart) (Enclosure, pages)*
 - B. TREASURER’S REPORT** *(Contact: Walter Lacey) (Enclosure, pages)*

IV. CONSENT AGENDA *(Continued)*

- C. EXECUTIVE COMMITTEE REPORT** -- Report by New Smyrna Beach Commissioner Jason McGuirk, Executive Committee Chairperson *(Enclosure, pages)*
- D. TRANSPORTATION DISADVANTAGED LOCAL COORDINATING BOARD REPORT** – Report by Volusia County Council Member Barbara Girtman, TDLCB Chairperson) *(Enclosure, pages)*
- E. BPAC PROJECT REVIEW SUBCOMMITTEE REPORT** – Report by , BPAC Project Review Subcommittee Chairperson *(Enclosure, pages)*
- F. TRANSPORTATION IMPROVEMENT PROGRAM (TIP) SUBCOMMITTEE REPORT** – Report by , TIP Subcommittee Chairperson *(Enclosure, pages)*
- G. BICYCLE/PEDESTRIAN ADVISORY COMMITTEE REPORT** -- Report by Mr. Paul Eik, BPAC Chairperson *(Enclosure, pages)*
- H. LEGISLATIVE ISSUES SUBCOMMITTEE REPORT** -- Report by New Smyrna Beach Commissioner Jason McGuirk, Legislative Issues Subcommittee Chairperson *(Enclosure, pages)*
- I. CITIZENS ADVISORY COMMITTEE REPORT** -- Report by Ms. Nora Jane Gillespie, CAC Chairperson *(Enclosure, pages)*
- J. TECHNICAL COORDINATING COMMITTEE REPORT** -- Report by Ms. Becky Mendez, TCC Chairperson *(Enclosure, pages)*
- K. RIVER TO SEA TPO BOARD SUMMARY REPORT** – Report by New Smyrna Beach Commissioner Jason McGuirk, TPO Board Chairperson *(Enclosure, pages)*
- L. CENTRAL FLORIDA MPO ALLIANCE (CFMPOA) SUMMARY REPORT** *(Contact: Lois Bollenback) (Enclosure, pages)*
- M. EXECUTIVE DIRECTOR TIMESHEET REVIEW REPORTS** -- Report by New Smyrna Beach Commissioner Jason McGuirk, TPO Board Chairperson *(Enclosure, pages)*
- N. REVIEW AND APPROVAL OF EXPENDITURE FOR THE SR 15A/BERESFORD AVENUE/SOUTH SPRING GARDEN AVENUE INTERSECTION IMPROVEMENT FEASIBILITY STUDY (VOLUSIA COUNTY) (\$)** *(Contact: Colleen Nicoulin) (Enclosure, pages)*
- O. REVIEW AND APPROVAL OF EXPENDITURE FOR THE DUNLAWTON AVENUE/YORKTOWNE BOULEVARD TURN LANES IMPROVEMENT FEASIBILITY STUDY (PORT ORANGE) (\$)** *(Contact: Colleen Nicoulin) (Enclosure, pages)*
- P. REVIEW AND APPROVAL OF EXPENDITURE FOR THE NORMANDY BOULEVARD/DELTONA BOULEVARD INTERSECTION IMPROVEMENT FEASIBILITY STUDY (DELTONA) (\$)** *(Contact: Colleen Nicoulin) (Enclosure, pages)*

V. ACTION ITEMS

- A. REVIEW AND APPROVAL OF RESOLUTION 2020-## ADOPTING THE DRAFT R2CTPO FY 2019/20 PUBLIC INVOLVEMENT ACTIVITIES SUMMARY** *(Contact: Pam Blankenship) (pages)*

VI. PRESENTATIONS, STATUS REPORTS AND DISCUSSION ITEMS

- A. PRESENTATION AND DISCUSSION OF RECOMMENDED CHANGES TO THE GUIDING RESOLUTIONS AND PROJECT APPLICATIONS FOR THE ANNUAL CALL FOR PROJECTS** (Contact: Lois Bollenback) (Enclosure, pages)
- B. PRESENTATION AND DISCUSSION OF DRAFT R2CTPO 2021 LEGISLATIVE POSITIONS** (Contact: Lois Bollenback) (Enclosure, pages)
- C. PRESENTATION AND DISCUSSION OF I-4 TRANSPORTATION SYSTEMS MANAGEMENT & OPERATIONS COALITION AND TRANSPORTATION TECHNOLOGY** (Contact: Lois Bollenback) (Enclosure, pages)
- D. FDOT REPORT** (Contact: Vickie Wyche, FDOT District 5) (pages)

VII. EXECUTIVE DIRECTOR’S REPORT (page)

- Update on SU Funding/Work Program
- FAST Act Authorization

VIII. RIVER TO SEA TPO BOARD MEMBER COMMENTS

IX. RIVER TO SEA TPO CHAIRPERSON COMMENTS

X. INFORMATION ITEMS (Enclosure, pages)

- Citizens Advisory Committee Attendance Record – 2020
- Technical Coordinating Committee Attendance Record– 2020
- Bicycle/Pedestrian Advisory Committee Attendance Record – 2020
- September 2020 TPO Outreach and Activities
- Volusia and Flagler County Construction Reports
- 2021 R2CTPO Meeting Schedule

XI. ADJOURNMENT (Enclosure, page)

The next River to Sea TPO Board meeting will be November 25, 2020

October 2020 Meeting Dates

Executive Committee, October 7, 2020 @ 9:00 a.m.

Transportation Disadvantaged Local Coordinating Board, October 14, 2020 @ 11:00 am

Bicycle/Pedestrian Advisory Committee, October 14, 2020 @ 2:00 p.m.

Citizens Advisory Committee, October 20, 2020 @ 1:15 p.m.

Technical Coordinating Committee, October 20, 2020 @ 3:00 p.m.

River to Sea TPO Board, October 28, 2020 @ 9:00 a.m.

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