

Exhibit P

INTERLOCAL AGREEMENT CREATING THE SOUTHEAST FLORIDA TRANSPORTATION COUNCIL FOR REGIONAL TRANSPORTATION PLANNING AND COORDINATION IN SOUTH FLORIDA

This Interlocal Agreement is made and entered into this 9th day of January, 2006, by and between the Miami-Dade Metropolitan Planning Organization (herein after the MDMPO), the Broward County Metropolitan Planning Organization (herein after the BCMPO), and the Palm Beach Metropolitan Planning Organization (herein after the PBMPO); each entity created pursuant to the provisions of Chapters 163.01 and 339.175, Florida Statutes.

WHEREAS, the MDMPO, the BCMPO and the PBMPO have coordinated transportation planning activities across county lines and on a regional basis for a number of years as an informal activity; and,

WHEREAS, following the 2000 Census, the United States Bureau of the Census has designated the Miami Urbanized Area, which includes portions of Miami-Dade, Broward and Palm Beach counties; and,

WHEREAS, the economic health of the region is greatly affected by availability and convenience of transportation services; and,

WHEREAS, there is a need to address transportation on a regional basis to meet growing travel demands and obtain federal and state funding in the current competitive process; and,

WHEREAS, Chapter 339.175(5)(i)(2), F.S. provides for creation of an administrative entity to coordinate regional transportation planning goals and activities consistent with federal and state law; and,

WHEREAS, the MDMPO, the BCMPO and the PBMPO desire to create a formal mechanism to coordinate transportation planning activities in the South Florida region.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the MDMPO, the BCMPO and the PBMPO agree as follows:

Section 1. Name. The administrative entity created pursuant to this agreement shall be designated as the Southeast Florida Transportation Council (herein after the SEFTC).

Section 2. Purpose and Duties. The purpose of this agreement is to create and establish the duties and responsibilities of a separate administrative entity to serve as a forum for coordination and communication among the MPO's, Florida Department of Transportation Districts 4 and 6, the Florida Turnpike Enterprise,

the South Florida Regional Transportation Authority, the South Florida Regional Planning Council, the Treasure Coast Regional Planning Council, Monroe County, Martin County MPO, St. Lucie County MPO and other agencies and organizations involved in transportation planning and programs in South Florida. This coordination will be conducted in accordance with the requirements of Chapter 339.175, F.S. and the Transportation Equity Act for the 21st Century (TEA 21) and subsequent legislative actions deemed appropriate for inclusion by the MPO's. Coordination will include long range transportation planning, short range programming and activities to support regional multimodal transportation projects. The results of the coordination process will be provided to the various agencies as guidance in the development of required transportation plans and programs within the urbanized area.

The duties of the SEFTC entity shall include the development of:

- a Regional Long Range Transportation Plan;
- a process for prioritization of regional projects;
- a regional public involvement process; and
- performance measures to assess the effectiveness of regional coordination activities.

In performing the duties of the SEFTC, agreement of all voting members shall be required for adoption of recommendations to the MPO's for inclusion in their respective transportation plans and programs.

Section 3. Organization, Boundaries and Membership. The SEFTC membership shall consist of voting members representing agencies and organizations involved in transportation planning and programming required by Chapter 339.175, F.S. and TEA 21 and its successors. The initial boundaries of the SEFTC shall encompass the Miami Urbanized Area as designated by the U. S. Bureau of the Census.

The voting membership of the SEFTC shall consist of representatives of the entities charged by federal and state law with the responsibility for transportation planning and shall include the Chair of each Metropolitan Planning Organization who is a party to this agreement. An alternate, who is a member of the respective MPO, may be designated by that MPO and shall serve in the absence of the respective Chair with all the powers and duties of the member Chair. Each member shall have one vote. A simple majority of the voting membership shall constitute a quorum and be required to pass motions except as otherwise noted herein.

The SEFTC may appoint committees to review and provide recommendations to the members related to transportation matters of a regional nature. These committees will operate under the same general procedures as the SEFTC.

Section 4. Conduct of Meetings. Officers shall include a Chair and a Vice-Chair. The Chair and Vice-Chair shall be elected annually during the first meeting of each calendar year and shall serve for one-year terms. If the Chair is unable to fulfill the duties of office for any reason, the Vice-Chair shall perform the duties of Chair. Meetings shall be held at least quarterly on a rotating basis with the meeting host rotating each quarter among the member MPO's. The Chair shall conduct the meetings but shall have no extraordinary membership powers or responsibilities. Special meetings may be called by a majority of the members. Reasonable notice must be provided to all members for special meetings. The host MPO shall be responsible for ensuring the notice requirements of Chapter 286.011, F.S. have been met and that meetings are held in a facility accessible to persons with disabilities in compliance with Title II of the Americans with Disabilities Act.

Meetings shall be conducted in accordance with any applicable statute, then any procedural rules adopted by the SEFTC, and finally with Robert's Rules of Order. For the purposes of the SEFTC, the Chair shall have the ability to make and second motions to be considered by the membership.

Section 5. Staffing, Professional Services and Financial Support. Pursuant to Chapter 339.175(5)(i)(2), F.S., the Parties agree that the Directors of the member MPO's will be responsible for carrying out the regional work programs and coordinating process as directed by the SEFTC, provided, however, that should a direction of the SEFTC directly conflict with the officially-adopted policy direction of a member MPO, staff of that MPO may ask that the work in question be performed by staff of some other MPO. Expenses concerning projects assigned to a lead Metropolitan Planning Organization may be paid by the regional set-aside specified in its Unified Planning Work Program. The provision of professional services to the administrative entity, including legal review, shall be as agreed by the Parties from time to time, with the exception that no legal counsel shall be required to render advice to the entity or representation to the members thereof absent each individual member's waiver of any conflict and authorization of joint representation, as provided for by Florida Bar Rule 4-1.7. Notwithstanding the foregoing, the Parties do not authorize this administrative entity to incur for itself any cost or expense, nor to obtain or retain funds from any source. The entity created by this Agreement is not authorized to conduct any banking or other financial transactions of any kind, nor to receive or disburse any funds. Instead, all financial support for this entity, including the payment of costs and expenses related to its operation, shall be borne by member MPO's, on an equitable basis as decided among the MPO's. The voting members of the SEFTC may, by separate resolution, adopt more specific financial support allocation methods as may be deemed necessary, and may appoint a lead MPO to receive and administer funds for the entity. The Parties agree to work together to seek new sources of funding to assist the member MPO's with the added costs and expenses associated with the operations of this new administrative entity.

Section 6. Record Keeping – The staff of the host MPO shall provide a recording secretary for that meeting. Record keeping and other clerical responsibilities shall be the duty of the Metropolitan Planning Organization staff consistent with the rotation for hosting the meeting. All minutes shall be distributed to other members prior to the next quarterly meeting date. Duplicate records of the official proceedings of the Committee will be kept in each Metropolitan Planning Organization office. The SEFTC shall designate one of the member MPO's to be the records custodian for all official records. Records shall be maintained in accordance with the public records law, Chapter 119, Florida Statutes.

Section 7. Conflict Resolution – The conflict resolution process will focus primarily on surface transportation plans and programs with regional significance as determined by the SEFTC. Each MPO will retain the authority to limit the decision-making authority of its respective Chair or designated alternate to such action as agreed to by a majority of its respective MPO Board. The process will generally follow the steps as set forth in this section.

The initiating party shall send letters to the other party (ies) and the SEFTC, setting forth the issue. At the next SEFTC meeting, the Board will direct the MPO directors to review the initiation letter and provide a recommendation and supporting rationale at the following SEFTC meeting as to the involvement of the Board in addressing the issue. Should the Board decide to consider the issue, the initiating party shall have sixty (60) days to provide a report to the SEFTC setting forth the issue and the related concerns and impacts. The Board will schedule a settlement meeting for the following SEFTC meeting, unless an emergency situation occurs which requires a special meeting be held prior to the regular meeting. Prior to the settlement meeting, the SEFTC will prepare and distribute a report assessing the issues identified in the dispute.

At the settlement meeting, all parties will present their interests and concerns, explore options, and seek a mutually acceptable settlement. If an acceptable agreement cannot be reached, some or all parties may agree to additional settlement meetings or may go outside the SEFTC conflict resolution process and seek mediation or an administrative or judicial determination.

Section 8. Risk of Loss – The Parties acknowledge that as a mere administrative entity, the SEFTC cannot sue or be sued, nor bear any legal liability. Therefore, the Parties agree that each shall continue to maintain such insurance coverage as may be required to cover the additional risks associated with membership and participation in the SEFTC entity. Members covered by a self-insurance program shall notify their respective covering-entities of this agreement so that any added risk may be factored. The Parties further agree that under no circumstances shall any member of the SEFTC seek to recover against any other member for any loss associated with this Agreement or the work of the SEFTC.

Section 9. Duration of Agreement – This Agreement shall have a term of 5 years and shall automatically renew at the end of said 5 years for another 5-year term and every five years thereafter. At the end of the 5-year term and at least every 5 years thereafter, the Parties hereto shall examine the terms hereof and agree to amend provisions or reaffirm the same. However, the failure to amend or to reaffirm the terms of this Agreement shall not invalidate or otherwise terminate this Agreement.

Section 10. Termination - This Agreement shall continue in force until terminated with or without cause by a unanimous vote of the member MPO's.

Section 11. Modification – This Agreement may only be modified by a unanimous vote of the members. This Agreement and any amendments or modifications to the Agreement shall become effective upon execution and recordation in the official public records of the each county of each voting member.

Section 12. Rescission - Any MPO may terminate its participation in this Agreement upon thirty (30) days written notice. The 30-day notice requirement shall commence upon giving of the notice. Notice of intent to terminate shall be given in writing to the other member agencies. Said notice shall be transmitted to the official office of the member agencies by certified mailed, return receipt requested. The mailing address for each member is as follows:

Miami-Dade MPO
Stephan P. Clark Center
111 N W 1st Street, Suite 910
Miami, Florida 33128

Broward County MPO
115 South Andrews Avenue, Room 329H
Fort Lauderdale, Florida 33301

Palm Beach MPO
160 Australian Avenue, Suite 201
West Palm Beach, Florida 33406

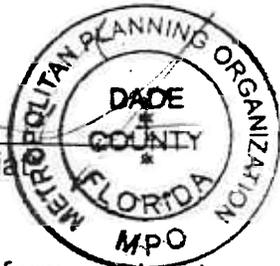
IN WITNESS WHEREOF, the parties herein have executed this Interlocal Agreement by their duly authorized officials as of the day and year written above.

MIAMI-DADE METROPOLITAN PLANNING ORGANIZATION

ATTEST:



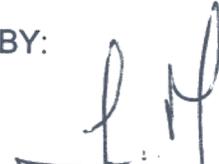
Secretariat



The seal is circular with the text "MIAMI-DADE METROPOLITAN PLANNING ORGANIZATION" around the perimeter. In the center, it says "DADE COUNTY FLORIDA MPO".

Approved as to form and legal sufficiency.

BY:



Chair



County Attorney

BROWARD COUNTY METROPOLITAN PLANNING ORGANIZATION

ATTEST:



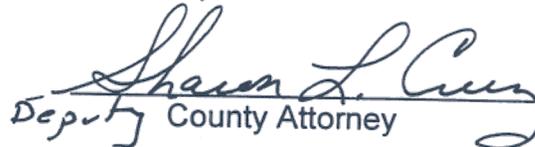
Executive Director

Approved as to form and legal sufficiency.

BY:



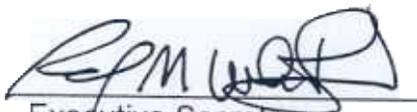
Chair



Deputy County Attorney

PALM BEACH METROPOLITAN PLANNING ORGANIZATION

ATTEST:



Executive Secretary

Approved as to form and legal sufficiency.

BY:



Chair



County Attorney

Revised April 6, 2005

**SECOND AMENDMENT TO
INTERLOCAL AGREEMENT CREATING THE SOUTHEAST FLORIDA
TRANSPORTATION COUNCIL FOR REGIONAL TRANSPORTATION
PLANNING AND COORDINATION IN SOUTH FLORIDA**

This Second Amendment to the Interlocal Agreement creating the Southeast Florida Transportation Council ("SEFTC") for regional transportation planning and coordination in South Florida is made and entered into this 14th day of July, 2011, by and between

MIAMI-DADE METROPOLITAN PLANNING ORGANIZATION (herein after the MDMPO),

BROWARD METROPOLITAN PLANNING ORGANIZATION (herein after the BMPO), and

PALM BEACH METROPOLITAN PLANNING ORGANIZATION (herein after the PBMPO); each entity created pursuant to the provisions of Chapters 163.01 and 339.175, Florida Statutes.

WITNESSETH

WHEREAS, Chapter 339.175(6)(j)(2), F.S. provides for creation of an administrative entity to coordinate regional transportation planning goals and activities consistent with federal and state law; and,

WHEREAS, the MDMPO, the BMPO and the PBMPO created a formal mechanism to coordinate transportation planning activities in the South Florida region establishing the Southeast Florida Transportation Council (SEFTC) pursuant to Interlocal Agreement effective January 9th, 2006 (the "Interlocal Agreement"); and

WHEREAS, the MDMPO, the BMPO and the PBMPO modified the Interlocal Agreement by execution of the First Amendment to the Interlocal Agreement back in 2009; and

WHEREAS, the MDMPO, the BMPO and the PBMPO desire to update, reaffirm and further strengthen the mechanisms they created to coordinate transportation planning activities in the South Florida region.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the MDMPO, the BMPO and the PBMPO agree as follows:

1. Section 1. Name is hereby amended to provide as follows:

Section 1. Name. The administrative entity created pursuant to the Interlocal Agreement shall continue to be designated as the Southeast Florida Transportation Council (herein after the "SEFTC")

2. Section 2. Purpose and Duties is hereby amended to provide as follows:

Section 2. Purpose and Duties. The purpose of this agreement is to establish the duties and responsibilities of the SEFTC to serve as a forum for coordination and communication among the MPOs, Florida Department of Transportation Districts 4 and 6, the Florida Turnpike Enterprise, the South Florida Regional Transportation Authority, the South Florida Regional Planning Council, the Treasure Coast Regional Planning Council, Monroe County, Martin County MPO, St. Lucie County MPO and other agencies and organizations involved in transportation planning and programs in South Florida. This coordination will be conducted in accordance with the requirements of Chapter 339.175, F.S., and the Safe, Accountable, Flexible, Efficient Transportation Equity Act, A Legacy for Users (SAFETEA-LU) and subsequent legislative actions deemed appropriate for inclusion by the MPOs. Coordination will include long range transportation planning, short range programming and activities to support regional multimodal transportation projects. The results of the coordination process will be provided to the various agencies as guidance in the development of required transportation plans and programs within the urbanized area.

The duties of the SEFTC entity shall include the development of:

- a Regional Long Range Transportation Plan;
- a process for prioritization of regional projects;
- a regional public involvement process;
- performance measures to assess the effectiveness of regional coordination activities;
- an annual report documenting the progress and accomplishments of regional goals and objectives to be provided to each of the MPOs; and
- a list of anticipated regional tasks as shown in each of the MPO's Unified Planning Work Programs.

The SEFTC will review and comment on all transportation planning initiatives having a regional impact and going before the respective MPO Boards.

In performing the duties of the SEFTC, agreement of all "voting members" shall be required for adoption of recommendations to the MPOs for inclusion in their respective transportation plans and programs.

3. Section 5. Staffing, Professional Services and Financial Support is hereby amended to provide as follows:

Section 5. Staffing, Professional Services and Financial Support. Pursuant to Chapter 339.175(6)(j)(2), F.S. 2008, the parties agree that the Directors of the member MPOs will be responsible for carrying out the regional work programs and coordinating process as directed by the SEFTC, provided, however, that should a direction of the SEFTC directly conflict with the officially-adopted policy direction of a member MPO, staff of that MPO may ask that the work in question be performed by staff of some other MPO. Expenses concerning projects assigned to a lead Metropolitan Planning Organization may be paid by the regional set-aside specified in its Unified Planning Work Program. The provision of professional services to the administrative entity, including legal review, shall be as agreed by the parties from time to time, with the exception that no legal counsel shall be required to render advice to the entity or representation to the members thereof absent each individual member's waiver of any conflict and authorization of joint representation, as provided for by Florida Bar Rule 4-1.7. Notwithstanding the foregoing, the parties do not authorize this administrative entity to incur for itself any cost or expense, nor to obtain or retain funds from any source. The entity created by this agreement is not authorized to conduct any banking or other financial transactions of any kind, nor to receive or disburse any funds. Instead, all financial support for this entity, including the payment of costs and expenses related to its operation, shall be borne by member MPOs, on an equitable basis as decided among the MPOs. The voting members of the SEFTC may, by separate resolution, adopt more specific financial support allocation methods as may be deemed necessary, and may appoint a lead MPO to receive and administer funds for the entity. The parties agree to work together to seek new sources of funding to assist the member MPOs with the added costs and expenses associated with the operations of this new administrative entity.

4. Section 6. Record Keeping is hereby amended to provide as follows:

Section 6. Record Keeping - The staff of the host MPO shall provide a recording secretary for that meeting. Record keeping and other clerical responsibilities shall be the duty of the Metropolitan Planning Organization staff consistent with the rotation for hosting the meeting. All minutes shall be distributed to other members prior to the next quarterly meeting date. Duplicate records of the official proceedings of the Committee will be kept

in each Metropolitan Planning Organization office. The SEFTC shall designate one of the member MPOs to be the records custodian for all official records. Records shall be maintained in accordance with Florida's Public Records Law, Chapter 119, Florida Statutes.

5. Section 8. Risk of Loss is hereby amended to provide as follows:

Section 8. Risk of Loss - The parties acknowledge that as a mere administrative entity, the SEFTC cannot sue or be sued, nor bear any legal liability. Therefore, the parties agree that each shall continue to maintain such insurance coverage as may be required to cover the additional risks associated with membership and participation in the SEFTC entity. Members covered by a self-insurance program shall notify their respective covering-entities of this agreement so that any added risk may be factored. The parties further agree that under no circumstances shall any member of the SEFTC seek to recover against any other member for any loss associated with this agreement or the work of the SEFTC.

6. Section 12. Rescission is hereby amended to provide as follows:

Section 12. Rescission - Any MPO may terminate its participation in this agreement upon thirty (30) days written notice. The thirty-day notice requirement shall commence upon giving of the notice. Notice of intent to terminate shall be given in writing to the other member agencies. Said notice shall be transmitted to the official office of the member agencies by certified mailed, return receipt requested. The mailing address for each member is as follows:

Miami-Dade MPO
Stephan P. Clark Center
111 N W 1st Street, Suite 920
Miami, Florida 33128

Broward MPO
Trade Centre South
100 West Cypress Creek Road, Suite 850
Fort Lauderdale, Florida 33309

Palm Beach MPO
2300 North Jog Road, 4th Floor
West Palm Beach, Florida 33411-2749

7. Except as amended herein all other terms and conditions of the Interlocal Agreement shall remain in full force and effect.

8. This Second Amendment shall become effective upon the approval of the parties to this Amendment.

IN WITNESS WHEREOF, the parties herein have executed this Second Amendment to the Interlocal Agreement by their duly authorized officials on the respective dates under each signature effective as of the day and year written above.

**SECOND AMENDMENT TO INTERLOCAL AGREEMENT FOR CREATION OF
THE SOUTHEAST FLORIDA TRANSPORTATION COUNCIL**

BROWARD METROPOLITAN PLANNING ORGANIZATION

ATTEST:



Executive Director

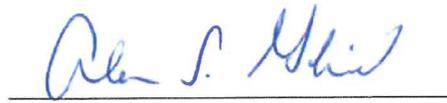
BY:



Chair

Approved as of 7/14 day of 2011.

Approved as to form and legal sufficiency.

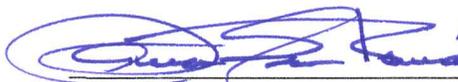


BMPO Attorney

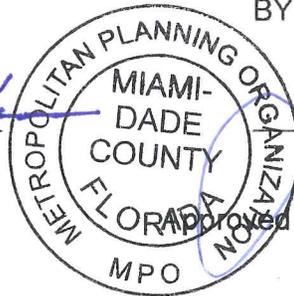
**SECOND AMENDMENT TO INTERLOCAL AGREEMENT FOR CREATION OF
THE SOUTHEAST FLORIDA TRANSPORTATION COUNCIL**

MIAMI-DADE METROPOLITAN PLANNING ORGANIZATION

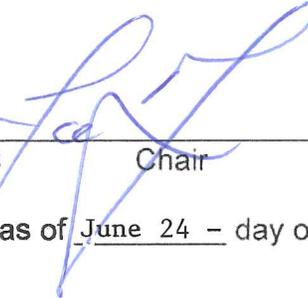
ATTEST:



Secretariat



BY:



Chair

Approved as of June 24 - day of 2011.

Approved as to form and legal sufficiency



County Attorney

SECOND AMENDMENT TO INTERLOCAL AGREEMENT FOR CREATION OF
THE SOUTHEAST FLORIDA TRANSPORTATION COUNCIL

PALM BEACH METROPOLITAN PLANNING ORGANIZATION

ATTEST:

BY:


Executive Secretary


Chair

Approved this 19th day of May, 2011.

Approved as to form and legal
sufficiency.

Approved as to terms and conditions.


County Attorney


Director