INTERGOVERNMENTAL COORDINATION AND REVIEW
AND
PUBLIC TRANSPORTATION COORDINATION
JOINT PARTICIPATION AGREEMENT

THIS JOINT PARTICIPATION AGREEMENT is made and entered into this 9th day of June, 2010 by and between the FLORIDA DEPARTMENT OF TRANSPORTATION; the FLORIDA-ALABAMA TRANSPORTATION PLANNING ORGANIZATION; the WEST FLORIDA REGIONAL PLANNING COUNCIL; the CITY OF PENSACOLA, owner and operator of the PORT OF PENSACOLA and the PENSACOLA GULF COAST REGIONAL AIRPORT; ESCAMBIA COUNTY, owner and operator of ESCAMBIA COUNTY AREA TRANSIT; SANTA ROSA COUNTY BOARD OF COUNTY COMMISSIONERS, owner and operator of PETER PRINCE FIELD; and the BALDWIN COUNTY, ALABAMA, BOARD OF COUNTY COMMISSIONERS, owner and operator of the BALDWIN RURAL AREA TRANSPORTATION SYSTEM.

RECITALS

WHEREAS, the Federal Government, under the authority of 23 United States Code (U.S.C.) and any subsequent applicable amendments requires each metropolitan area, as a condition to the receipt of federal capital or operating assistance, to have a continuing, cooperative, and comprehensive transportation planning process in designated metropolitan areas to develop and implement plans and programs consistent with the comprehensively planned development of the metropolitan area;

WHEREAS, 23 U.S.C. 134, and Section 339.175, Florida Statutes (FS), provide for the creation of metropolitan planning organizations to develop transportation plans and programs for metropolitan areas;

WHEREAS, 23 Code of Federal Regulations (CFR) 450.314 requires that the State, the Metropolitan Planning Organization, and the operators of publicly owned transportation systems shall enter into an agreement clearly identifying the responsibilities for cooperatively carrying out such transportation planning (including corridor and subarea studies pursuant to 23 CFR 450.212 and 450.318) and programming;

WHEREAS, pursuant to Section 20.23, Florida Statutes, the Department has been created by the State of Florida, and the Florida Department of Transportation has the powers and duties relating to transportation, all as outlined in Section 334.044, Florida Statutes;

WHEREAS, pursuant to 23 U.S.C. 134, 49 U.S.C. 5303, 23 CFR 450.310, and Section 339.175(2), Florida Statutes, the Florida-Alabama Transportation Planning Organization (TPO) has been designated and its membership apportioned by the Governor of the State of Florida, with the agreement of the affected units of general purpose local government, to organize and establish the Transportation Planning Organization;

WHEREAS, the Florida-Alabama Transportation Planning Organization was established pursuant to an Interlocal agreement, executed on April 13, 2005, and filed with the Clerks of the Courts of Escambia, Washington, and Santa Rosa Counties, Florida and the Probate Judge of Baldwin County, Alabama;

WHEREAS, pursuant to the general powers of the City of Pensacola, the Port of Pensacola was created and established as the port agency responsible for the port, with the purpose of providing deepwater port and shipping services to companies throughout the world;

WHEREAS, pursuant to the general powers of the City of Pensacola, the Pensacola Gulf Coast Regional Airport was created and established as a regional commercial airport, with the purpose of providing regional air service for Pensacola and the surrounding counties;

WHEREAS, pursuant to the general powers of county government, Santa Rosa County, Peter Prince Field was created and established as a reliever and general aviation airport with the purpose of providing aviation services for Santa Rosa County and adjacent counties;
WHEREAS, pursuant to the general powers of Escambia County, Escambia County Area Transit (ECAT) was created and established with the purpose of providing public transportation in the urbanized area of Escambia County, including the City of Pensacola;

WHEREAS, pursuant to the general powers of Baldwin County, Alabama, created the Baldwin Rural Area Transportation System (BRATS) on October 1, 1986, for the purpose of providing public transportation services to the citizens of Baldwin County;

WHEREAS, pursuant to Section 339.175(10)(a)2., Florida Statutes, the Transportation Planning Organization shall execute and maintain an agreement with the metropolitan and regional intergovernmental coordination and review agencies serving the Metropolitan Area;

WHEREAS, the aforesaid agreement must describe the means by which activities will be coordinated and specify how transportation planning and programming will be part of the comprehensively planned development of the Metropolitan Area;

WHEREAS, pursuant to Section 186.504, Florida Statutes and Chapter 29A-1, Florida Administrative Code (FAC), the West Florida Regional Planning Council was established and operates with a primary purpose of intergovernmental coordination and review;

WHEREAS, pursuant to Section 186.505(24), Florida Statutes, the West Florida Regional Planning Council is to review plans of metropolitan planning organizations to identify inconsistencies between those agencies’ plans and applicable local government comprehensive plans adopted pursuant to Chapter 163, Florida Statutes;

WHEREAS, the West Florida Regional Planning Council, pursuant to Section 186.507, Florida Statutes, is required to prepare a Strategic Regional Policy Plan, which will contain regional goals and policies that address regional transportation issues;

WHEREAS, based on the West Florida Regional Planning Council’s statutory mandate to identify inconsistencies between plans of metropolitan planning organizations and applicable local government comprehensive plans, and to prepare and adopt a Strategic Regional Policy Plan, the West Florida Regional Planning Council is appropriately situated to assist in the intergovernmental coordination of the intermodal transportation planning process;

WHEREAS, pursuant to Section 186.509, Florida Statutes, and Chapter 29A-3, Florida Administrative Code, the West Florida Regional Planning Council has adopted a conflict and dispute resolution process;

WHEREAS, the purpose of the dispute resolution process is to reconcile differences in planning and growth management issues between local governments, regional agencies, and private interests;

WHEREAS, the parties hereto have determined that the voluntary dispute resolution process is useful in the process of resolving conflicts and disputes arising in the transportation planning process;

WHEREAS, pursuant to 23 CFR 450.314 and Section 339.175(10)(a)3., Florida Statutes the Florida-Alabama Transportation Planning Organization must execute and maintain an agreement with the operators of public transportation systems, including transit systems, commuter rail systems, airports, and seaports, describing the means by which activities will be coordinated and specifying how public transit, commuter rail, aviation, and seaport planning (including corridor and subarea studies pursuant to 23 CFR 450.212 and 450.318) and programming will be part of the comprehensively planned development of the Metropolitan Area;

WHEREAS, it is in the public interest that the TPO, operators of public transportation systems, including transit systems, commuter rail systems, port and aviation authorities, jointly pledge their intention to cooperatively participate in the planning and programming of transportation improvements within this Metropolitan Area;
WHEREAS, the undersigned parties have determined that this Agreement satisfies the requirements of and is consistent with 23 CFR 450.314 Section 339.175(10), Florida Statutes, Title 23 of the Code of Alabama and;

WHEREAS, the parties to this Agreement desire to participate cooperatively in the performance, on a continuing basis, of a coordinated, comprehensive transportation planning process to assure that highway facilities, mass transit, rail systems, air transportation and other facilities will be properly located and developed in relation to the overall plan of community development.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representation herein, the parties desiring to be legally bound, do agree as follows:

ARTICLE 1
RECITALS: DEFINITIONS

Section 1.01. Recitals. Each and all of the foregoing recitals be and the same hereby incorporated herein and acknowledged to be true and correct. Failure of any of the foregoing recitals to be true and correct shall not operate to invalidate this Agreement.

Section 1.02. Definitions. The following words when used in this Agreement (unless the context shall clearly indicate the contrary) shall have the following meanings:

Agreement means and refers to this instrument, as amended from time to time.

Corridor or Subarea Study shall mean and refer to studies involving major investment decisions or as otherwise identified in 23 CFR 450.318.

Department shall mean and refer to the Florida Department of Transportation, an agency of the State of Florida, created pursuant to Section 20.23, Florida Statutes.

FHWA means and refers to the Federal Highway Administration.

Long Range Transportation Plan is at a minimum a 20-year plan which identifies transportation facilities; includes a financial plan that demonstrates how the plan can be implemented and assesses capital improvements necessary to preserve the existing metropolitan transportation system and make efficient use of existing transportation facilities; indicates proposed transportation enhancement activities; and, in ozone/carbon monoxide nonattainment areas, is coordinated with the State Implementation Plan, all as required by 23 U.S.C. 134(i), 23 CFR 450.322, and Section 339.175(7), Florida Statutes.

Metropolitan Area means and refers to the planning area as determined by agreement between the Florida-Alabama Transportation Planning Organization and the Governor in the urbanized areas designated by the United States Bureau of the Census as described in 23 U.S.C. 134(b)(1) and Section 339.175, Florida Statutes, which shall be subject to the Transportation Planning Organization’s planning authority.

TPO means and refers to the metropolitan planning organization formed pursuant to Interlocal Agreement dated April 13, 2005 as amended from time to time.

Regional Planning Council means and refers to the West Florida Regional Planning Council created pursuant to Section 186.504, Florida Statutes, and identified in Chapter 29A-1, Florida Administrative Code.

Transportation Improvement Program (TIP) is the staged multi-year program of transportation improvement projects developed by a metropolitan planning organization consistent with the Long-Range Transportation Plan and developed pursuant to title 23 U.S.C. 134(j), 49 U.S.C. 5304, 23 CFR 450.324 and Section 339.175(8), Florida Statutes.
Unified Planning Work Program is a biennial program developed in cooperation with the Departments and public transportation providers, that lists all planning tasks to be undertaken during a two year time frame, with a complete description thereof and an estimated budget, all as required by 23 CFR 450.308, and Section 339.175(9), Florida Statutes.

ARTICLE 2
PURPOSE

Section 2.01. Coordination with public transit operators. As set forth in Article 3 of this Agreement, the purpose of this Agreement is to provide for cooperation with the Departments, Escambia County Board of Commissioners (Escambia County Area Transit), Santa Rosa Board of Commissioners (Peter Prince Field), City of Pensacola (Port of Pensacola, Pensacola Gulf Cost Regional Airport), and Baldwin County, AL (Baldwin Rural Area Transportation System) in the development and preparation of the Unified Planning Work Program, the Transportation Improvement Program, the Long-Range Transportation Plan, and any applicable Corridor or Subarea Studies.

Section 2.02. Intergovernmental coordination; Regional Planning Council. As set forth in Article 4 of this Agreement, the purpose of this Agreement is to provide a process through the West Florida Regional Planning Council for intergovernmental coordination and review and identification of inconsistencies between proposed Transportation Planning Organization transportation plans and local government comprehensive plans adopted pursuant to Chapter 163, Florida Statutes, and approved by the Florida Department of Community Affairs.

Section 2.03. Dispute resolution. As set forth in Article 5 of this Agreement, the purpose of this Agreement is to provide a process for conflict and dispute resolution through the Regional Planning Council.

ARTICLE 3
COOPERATIVE PROCEDURES FOR PLANNING AND PROGRAMMING WITH OPERATORS OF PUBLIC TRANSPORTATION SYSTEMS

Section 3.01. Cooperation with operators of public transportation systems; coordination with local government approved comprehensive plans.

(a) The Transportation Planning Organization shall cooperate with the operators of the public transportation systems to optimize the planning and programming of an integrated and balanced intermodal transportation system for the Metropolitan Area.

(b) The Transportation Planning Organization shall implement a continuing, cooperative, and comprehensive transportation planning process that is consistent, to the maximum extent feasible, with port and aviation master plans, and public transit development plans of the units of local governments whose boundaries are within the Metropolitan Area.

(c) As a means towards achievement of the goals in paragraphs (a) and (b) and in an effort to coordinate intermodal transportation planning and programming, the Transportation Planning Organization may include as part of its membership officials of agencies that administer or operate major modes or systems of transportation, including but not limited to transit operators, sponsors of major local airports, maritime ports, and rail operators. The representative of the major modes or systems of transportation may be accorded voting or non-voting advisor status. In the Metropolitan Area if authorities or agencies have been or may be created by law to perform transportation functions and that are not under the jurisdiction of a general purpose local government represented on the Transportation Planning Organization, the Transportation Planning Organization shall request the Governor to designate said authority or agency as a voting member of the TPO in accordance with the requirements of Section 339.175, Florida Statutes. If the new member would alter local government representation in the Transportation Planning Organization, the Transportation Planning Organization shall
propose a revised apportionment plan to the Governor to ensure voting membership on the Transportation Planning Organization to an elected official representing public transit authorities which have been, or may be, created by law.

(d) The Transportation Planning Organization shall cooperate with the operators of ports, transit authorities, and airports within the Metropolitan Area are provided membership on the Transportation Planning Organizations Technical Advisory Committee.

Section 3.02. Preparation of transportation related plans.

(a) Although the adoption or approval of the Unified Planning Work Program, the Transportation Improvement Program, and the Long-Range Transportation Plan is the responsibility of the Transportation Planning Organization, development of such plans or programs shall be viewed as a cooperative effort involving the Departments, the Transit, the Port of Pensacola, Pensacola Gulf Cost Airport, and Peter Prince Field. In developing its plans and programs, the Florida-Alabama Transportation Planning Organization shall solicit the comments and recommendations of the parties to this Agreement in the preparation of such plans and programs.

(b) At the commencement of the process of preparing the Unified Planning Work Program, the Transportation Improvement Program, or the Long-Range Transportation Plan, or preparing other than a minor amendment thereto (as determined by the Transportation Planning Organization), the Transportation Planning Organization shall extend notice to the Departments, The Transportation Planning Organization shall cooperate with the operators of the Transit, the Port, Airports, and advising the scope of the work to be undertaken and inviting comment and participation in the development process. The TPO shall ensure that the chief operating officials of the Department, the Transit Departments, the Port of Pensacola, Pensacola Gulf Coast Airport, and Peter Prince Field, shall receive approximate 15 days written formal notice of all public workshops and hearings relating to the development of such plans and programs. It is stipulated by the parties to this Agreement that the failure by the Florida-Alabama Transportation Planning Organization to properly extend written or other notice shall not invalidate, lodged as a claim to invalidate, the adoption of the aforementioned plans and programs.

(c) Local government’s comprehensive plans.

(1) In developing the TIP, Long-Range Transportation Plan, or a Corridor or Subarea Studies, or preparing other than a minor amendment thereto (as determined by the TPO), the Florida-Alabama Transportation Planning Organization, the Escambia County Area Transit, the Baldwin Rural Area Transportation System the Port of Pensacola, the Pensacola Gulf Coast Regional Airport, and Peter Prince Field shall analyze for each local government in the Metro Area: (i) the comprehensive plan future land use elements; (ii) the goals, objectives, and policies of the comprehensive plans; and (iii) the zoning, of each local governments in the Metropolitan Area. Based upon the foregoing review and a consideration of other growth management factors, the Florida-Alabama Transportation Planning Organization, the Escambia County Area Transit Authority, the Baldwin Rural Area Transportation System, the Port of Pensacola, the Pensacola Regional Airport, and Peter Prince Field, shall provide written recommendations to local governments in the Metropolitan Area in the development, amendment, and implementation of their comprehensive plans. A copy of the recommendations shall be sent to the West Florida Regional Planning Council.

(2) Florida-Alabama Transportation Planning Organization agrees that, to the maximum extent feasible, the Long-Range Transportation Plan and the project and project phases within the Transportation Improvement Program shall be consistent with the future land use element and goals, objectives, and policies of the comprehensive plans of local government in the Metropolitan Area. If the TPO’s Transportation Improvement Program is inconsistent with a local government comprehensive plan, the TPO
shall so indicate, and the TPO shall present, as part of the Transportation Improvement Program, justification for including the project in the program.

(d) Multi-modal transportation agency plans.

(1) In developing the Transportation Improvement Program, Long-Range Transportation Plan, or a Corridor or Subarea Studies, or preparing other than a minor amendment thereto as determined by the Transportation Planning Organization, the Florida-Alabama Transportation Planning Organization shall analyze the affected: master plans of the Port of Pensacola, Escambia County Area Transit, the Baldwin Rural Area Transportation System the Port of Pensacola, the Pensacola Gulf Coast Regional Airport, and Peter Prince Field. Based upon the foregoing review and a consideration of other transportation-related factors, the Florida-Alabama Transportation Planning Organization, shall from time to time and as appropriate, provide recommendations to the parties to this Agreement as well as local governments within the Metropolitan Area, for the development, amendment, and implementation of their master, development, or comprehensive plans.

(2) In developing or revising their respective master or development plans, the parties to this Agreement shall analyze the draft or approved Unified Planning Work Program, Transportation Improvement Program, Long-Range Transportation Plan, or Corridor and Subarea Studies, or amendments thereto. Based upon the foregoing review and a consideration of other transportation-related factors, the parties to this Agreement shall from time to time and as appropriate, provide written recommendations to the Florida-Alabama Transportation Planning Organization with regard to development, amendment, and implementation of the plans, programs, and studies.

(3) The Florida-Alabama Transportation Planning Organization agrees that, to the maximum extent feasible, the Transportation Improvement Program shall be consistent with the affected master plans and development plans of the parties to this Agreement.

(e) By letter agreement to be executed by the Florida-Alabama Transportation Planning Organization and the affected Transit, Port of Pensacola, Aviation Departments, and public transit providers represented by Transportation Planning Organization members, the Florida-Alabama Transportation Planning Organization and the affected agency or authority shall mutually develop a process for planning coordination, forward recommendations, and project programming consistency to be referred to as the “letter agreement”. The parties to this Agreement agree that the Florida-Alabama Transportation Planning Organization need only include in the Transportation Improvement Program those state-funded airport and seaport projects that directly relate to surface transportation activities. The process agreed to in the letter agreement shall provide flexible deadlines for inter-agency comment on affected plans referenced in this section. Upon approval, the letter agreement shall be appended to this Agreement and shall be an exhibit hereto. The signatories to the letter agreement may revise or terminate the Agreement upon 30 days written notice to all other parties to this Agreement but without approval of other parties hereto.

ARTICLE 4
INTERGOVERNMENTAL COORDINATION AND REVIEW

Section 4.01. Coordination with Regional Planning Council. The West Florida Regional Planning Council shall perform the following tasks:

(a) Within 30 days of receipt, review the draft of the proposed Transportation Improvement Program, Long-Range Transportation Plan, Corridor and Subarea Studies, or amendments thereto, as requested by the Transportation Planning Organization, to identify inconsistencies between the foregoing plans and programs and applicable local government comprehensive plans adopted pursuant to Chapter 163 et seq., Florida Statutes, for counties and cities within the Metropolitan Area and the adopted Strategic Regional Policy Plan.
(1) The parties hereto recognize that, pursuant to Florida law, the Long-Range Transportation Plan and the Transportation Improvement Program of the Florida-Alabama Transportation Planning Organization must be considered by cities and counties within the Metropolitan Area in the preparation, amendment, and update/revision of their comprehensive plans. Further, the Long-Range Transportation Plan and the projects and project phases within the Transportation Improvement Program are to be consistent with the future land use element and goals, objectives, and policies of the comprehensive plans of local governments in the Metropolitan Area to the maximum extent feasible. Therefore, promptly upon completion of its review of the draft proposal, the West Florida Regional Planning Council shall advise the Florida-Alabama Transportation Organization and each affected county or city of its findings;

(2) If, after completing its review of the draft proposal, the West Florida Regional Planning Council deems that the plans and programs submitted are not acceptable, the West Florida Regional Planning Council shall promptly advise the Florida-Alabama Transportation Planning Organization in writing of its concerns and identify those portions of the submittals which need to be reevaluated and potentially modified; and

(3) Upon final adoption of the proposed Transportation Improvement Program, Long-Range Transportation Plan, Corridor and Subarea Studies, or amendments thereto, the Florida-Alabama Transportation Planning Organization may request that the West Florida Regional Planning Council consider adoption of regional transportation goals, objectives, and policies in the Strategic Regional Policy Plan implementing the adopted Transportation Improvement Program, Long-Range Transportation Plan, Corridor and Subarea Studies, or amendments thereto. If the proposed plan, program, or study, or amendments thereto, was the subject of previous adverse comment by the West Florida Regional Planning Council, the Florida-Alabama Transportation Planning Organization will identify the change in the final adopted plan intended to resolve the adverse comment, or alternatively, Florida-Alabama Transportation Planning Organization shall identify the reason for not amending the plan as suggested by the West Florida Regional Planning Council.

(b) Provide the availability of the conflict and dispute resolution process as set forth in Article 5 below.

ARTICLE 5
CONFLICT AND DISPUTE RESOLUTION PROCESS

Section 5.01. Disputes and conflicts under this Agreement. This process shall apply to conflicts and disputes relating to matters subject to this Agreement, or conflicts arising from the performance of this Agreement. Except as otherwise provided in this Article 5, only representatives of the agencies with conflicts or disputes shall engage in conflict resolution.

Section 5.02. Initial resolution. The affected parties to this Agreement shall, at a minimum, ensure the attempted early resolution of conflicts relating to such matters. Early resolution shall be handled by direct discussion between the following officials:

for the Florida Department of Transportation: by the District Director for Planning and Programs
for the Florida-Alabama Transportation Planning Organization: The current TPO Chair
for the West Florida Regional Planning Council: The current Transportation Director
for the Escambia County Area Transit: The current Director
for the Baldwin Rural Area Transportation System: The current Director
for the Port of Pensacola: The current Director
for the Pensacola Regional Airport: The current Director
for the Peter Prince Field: The current Director

Section 5.03. Resolution by senior agency official. If the conflict remains unresolved, the conflict shall be resolved by the following officials:

for the Florida Department of Transportation: by the District Director for Planning and Programs
for the Florida-Alabama Transportation Planning Organization: The current TPO Chair
for the West Florida Regional Planning Council: The current Executive Director
for the Escambia County Area Transit: The Escambia County Board of County Commissioners
for the Baldwin Rural Area Transportation System: The Baldwin County Board of County Commissioners
for the Port of Pensacola: The City of Pensacola City Council
for the Pensacola Gulf Cost Regional Airport: The City of Pensacola City Council
for the Peter Prince Field: The Santa Rosa County Board of County Commissioners

Section 5.04. Alternative Regional Planning Council dispute resolution. If a resolution is not possible, the parties may undertake dispute resolution pursuant to the Regional Planning Council procedure set forth in Chapter 29A-3, FAC. All parties to the dispute must agree to undertake this procedure before it may be invoked.

Section 5.05. Resolution by the Office of the Governor. If the conflict is not resolved through conflict resolution pursuant to Sections 5.02, 5.03, and 5.04 of this Agreement, the parties shall petition the Executive Office of the Governor for resolution of the conflict pursuant to its procedures. Resolution of the conflict by the Executive Office of the Governor shall be binding on all parties.

ARTICLE 6
MISCELLANEOUS PROVISION

Section 6.01. Constitutional or statutory duties and responsibilities of parties. This Agreement shall not be construed to authorize the delegation of the constitutional or statutory duties of any of the parties. In addition, this Agreement does not relieve any of the parties of any obligation or responsibility imposed upon them by law, except to the extent of actual and timely performance thereof by one or more of the parties to this Agreement or any legal or administrative entity created or authorized by this Agreement, in which case this performance may be offered in satisfaction of the obligation or responsibility.

Section 6.02. Amendment of Agreement. Amendments or modifications of this Agreement may only be made by written agreement signed by all parties hereto with the same formalities as the original Agreement.

Section 6.03. Duration; withdrawal procedure.

(a) Duration. This Agreement shall have a term of (5) years and shall automatically renew at the end of said (5) years for another (5) term and every (5) 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 the 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.

(b) Withdrawal procedure. Any party may withdrawal from this Agreement after presenting in written form a notice of intent to withdrawal to the other parties to this Agreement and the TPO, at least (90)
days prior to the intended date of withdrawal; provided, that financial commitments made prior to withdrawal are effective and binding for their full term and amount regardless of withdrawal.

Section 6.04. Notices. All notices, demands and correspondence required or provided for under this Agreement shall be in writing and delivered in person or dispatched by certified mail, postage prepaid, return receipt requested. Notice is required to be given and shall be addressed as follows:

TPO:

Florida-Alabama Transportation Planning Organization
PO Box 11399
Pensacola, FL 32524
ATTN: TPO Chairman

REGIONAL PLANNING COUNCIL:

West Florida Regional Planning Council
PO Box 11399
Pensacola, FL 32524
ATTN: TPO Executive

PORT OF PENSACOLA:

City of Pensacola
ATTN: Director, Port of Pensacola
Post Office Box 12910
Pensacola, FL 32521

PENSACOLA REGIONAL AIRPORT:

City of Pensacola
ATTN: Director, Pensacola Regional Airport
Post Office Box 12910
Pensacola, FL 32521

ESCAMBIA COUNTY AREA TRANSIT:

Escambia County Area Transit
ATTN: Transit Manager
1515 West Fairfield Drive
Pensacola, FL 32501

PETER PRINCE FIELD:

Santa Rosa County Board of County Commissioners
ATTN County Administrator
6865 Caroline Street, Suite J
Milton, FL 32570
Baldwin Rural Area Transportation System
ATTN: Director
PO Box 907
Robertsdale, AL 36567

District Secretary
Florida Department of Transportation
Post Office Box 607
Chipley, FL 32428-0607

A party may unilaterally change its address or addressee by giving notice in writing to the other parties as provided in this section. Thereafter, notices, demands and other pertinent correspondence shall be addressed and transmitted to the new address.

Section 6.05. Interpretation.

(a) Drafters of Agreement. All parties hereto were each represented by, or afforded the opportunity for representation by legal counsel, and participated in the drafting of this Agreement and in the choice of wording. Consequently, no provision hereof should be more strongly construed against any party as drafter of this Agreement.

(b) Severability. Invalidation of any one of the provisions of this Agreement or any part, clause or word hereof, or the application thereof in specific circumstances, by judgment, 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; provided, that such remainder would then continue to conform to the terms and requirements of applicable law.

(c) Rules of construction. In interpreting this Agreement, the following rules of construction shall apply unless the context indicates otherwise:

(1) The singular of any word or term includes the plural;

(2) The masculine gender includes the feminine gender; and

(3) The word “shall” is mandatory, and “may” is permissive.

Section 6.06. Attorney’s Fees. In the event of any judicial or administrative action to enforce or interpret this Agreement by any party hereto, each party shall bear its own attorney’s fees in connection with such proceeding.

Section 6.07. Agreement execution; use of counterpart signature pages. This Agreement, and any amendments hereto, may be simultaneously executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument.

Section 6.08. Effective date. This Agreement shall become effective upon its execution by all parties hereto, and copies are filed with the Clerks of the Courts in Escambia County, FL, Santa Rosa County, FL, and Washington County, FL, with the Probate Judge of Baldwin County, AL.

Section 6.09. Other authority. In the event that any election, referendum, approval, permit, notice, or other proceeding or authorization is required under applicable law to enable the parties to enter into this
Agreement or to undertake the provisions set forth hereunder, or to observe, assume or carry out any of the provisions of the Agreement, said parties will initiate and consummate, as provided by law, all actions necessary with respect to any such matters for required.

Section 6.10. Parties not obligated to third parties. No party hereto shall be obligated or liable hereunder to any party not a signatory to this Agreement. There are no express or intended third party beneficiaries to this Agreement.

Section 6.11. Rights and remedies not waived. In no event shall the making by the Departments of any payment to the Transportation Planning Organization constitute or be construed as a waiver by the Departments of any breach of covenant or any default which may then exist on the part of the Transportation Planning Organization, and the making of any such payment by a Department while any such breach or default exists shall in no way impair or prejudice any right or remedy available to that Department in respect of such breach or default.

IN WITNESS WHEREOF, the undersigned parties have executed this Joint Participation Agreement on behalf of the referenced legal entities.

Signed, Sealed, and Delivered in the presence of:

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida created pursuant to Section 20.23, Florida Statutes, by and through its duly authorized District Secretary

BY: James T. Barfield, District Secretary

DATE: EXECUTED 8/19/11

FLORIDA-ALABAMA TRANSPORTATION PLANNING ORGANIZATION, an agency of the State of Florida created and operating pursuant to Section 339.175, Florida Statutes

BY: Chairman

DATE: EXECUTED 9 June 2010

WEST FLORIDA REGIONAL PLANNING COUNCIL, a council of the State of Florida created and operating pursuant to Section 186.504, Florida Statutes

BY: Chairman

DATE: EXECUTED 21 June 2010
ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS, a political subdivision of the State of Florida, on behalf of Escambia County Area Transit System

BY:

Chairman

Grover C. Robinson, IV

DATE: EXECUTED

August 5, 2010

SANTA ROSA COUNTY BOARD OF COUNTY COMMISSIONERS, a political subdivision of the State of Florida,

BY:

Chairman

DATE: EXECUTED

BALDWIN COUNTY, ALABAMA, BOARD OF COUNTY COMMISSIONERS, a political subdivision of the State of Alabama, on behalf of Baldwin Rural Area Transportation System, a public transportation system.

BY:

Chairman

DATE: EXECUTED

CITY OF PENSACOLA, a Florida Municipal Corporation, on behalf of the Port of Pensacola and Pensacola Gulf Cost Regional Airport, Departments of the City

BY:

City Manager

DATE: EXECUTED
RESOLUTION FL-AL 10-22

A RESOLUTION OF THE FLORIDA-ALABAMA TPO
AUTHORIZING THE EXECUTION OF THE
INTERGOVERNMENTAL COORDINATION AND REVIEW AND
PUBLIC TRANSPORTATION COORDINATION JOINT
PARTICIPATION AGREEMENT (ICAR)

WHEREAS, the Florida-Alabama Transportation Planning Organization (TPO) is the metropolitan planning organization designated by the Governor of Florida as being responsible for carrying out a continuing, cooperative and comprehensive transportation planning process for the Florida-Alabama Metropolitan Planning Area; and

WHEREAS, the Bay County Transportation Planning Organization (TPO) has certain duties and responsibilities as outlined and described in the Intergovernmental Coordination and Review and Public Transportation Coordination Joint Participation Agreement (ICAR); and

WHEREAS, 23 Code of Federal Regulations (CFR) 450.314 require that the State, Transportation Planning Organization, and the operators of publicly owned transportation systems shall enter into an agreement clearly identifying the responsibilities for cooperatively carrying out transportation planning and intergovernmental coordination;

WHEREAS, the TPO has the authority to enter into an agreement and to undertake the duties there described;

NOW, THEREFORE, BE IT RESOLVED THAT The TPO authorizes the Chairman or his designee to execute the Intergovernmental Coordination and Review and Public Transportation Coordination Joint Participation Agreement (ICAR).

Passed and duly adopted by the Florida-Alabama Transportation Planning Organization on this 9th day of June 2010.

FLORIDA-ALABAMA TRANSPORTATION PLANNING ORGANIZATION

BY:  
Grover C. Robinson IV, Chairman

ATTEST: