

**INTERLOCAL AGREEMENT FOR CREATION OF THE
FLORIDA-ALABAMA TRANSPORTATION PLANNING ORGANIZATION**

THIS INTERLOCAL AGREEMENT for the formation of a Metropolitan Planning Organization is made and entered into on this 7th day of October 2015, by and between the FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT); ALABAMA DEPARTMENT OF TRANSPORTATION (ALDOT); FLORIDA COUNTIES OF ESCAMBIA and SANTA ROSA; ALABAMA COUNTY OF BALDWIN; THE CITIES OF PENSACOLA, GULF BREEZE, MILTON IN FLORIDA and ORANGE BEACH IN ALABAMA; AND ESCAMBIA COUNTY AREA TRANSIT, collectively known as “the parties.”

RECITALS

WHEREAS, the federal government, under the authority of Title 23 United States Code (USC) §134 and Title 49 USC §5303, requires each metropolitan area, as a condition for the receipt of federal capital or operating assistance, to have a continuing, cooperative, and comprehensive transportation planning process that results in plans and programs consistent with the comprehensively planned development of the metropolitan area; and

WHEREAS, the parties to this Interlocal 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 systems, bicycle and pedestrian facilities, rail systems, air transportation and other facilities will be properly located and developed in relation to the overall plan of community development; and

WHEREAS, Title 23 USC §134 and 135, Title 49 USC §§5303-5305, as amended by the Moving Ahead for Progress in the 21st Century Act (MAP-21, Sections 1201 and 1202), and regulatory authority in Title 23 CFR 450 et al and Section 339.175, Florida Statutes (F.S.) for Florida parties and Sections 23-1-1, 23-1-21.2(2) and 23-1-21.3, Code of Alabama 1975 for Alabama parties, provide for the creation of Metropolitan Planning Organizations to develop transportation plans and programs for urbanized areas; and

WHEREAS, pursuant to Titles 23 USC §134(d), 49 USC §5303, and 23 CFR §450.310(b), and Section 339.175(2), Florida Statutes (F.S.) for Florida parties, and Sections 23-1-1, 23-1-21.2(2) and 23-1-21.3, Code of Alabama 1975 for Alabama parties, a determination has been made by the Governor and units of general purpose local government representing at least 75 percent of the affected population (including the largest incorporated city, based on population as named by the Bureau of Census) in the urbanized area to designate a Metropolitan Planning Organization; and

WHEREAS, pursuant to this Interlocal Agreement, the parties wish to collectively participate in the metropolitan planning process as the Florida-Alabama Transportation Planning Organization for the Pensacola, FL-AL urbanized area, herein after referred to as *the Transportation Planning Organization* or *the TPO*. Further, the parties approved by unanimous votes an apportionment plan and a boundary plan for presentation to the Governors on the 12th day of June 2013 and on the 11th day of December 2013, respectively; and

WHEREAS, pursuant to Section 339.175, Florida Statutes (F.S.) for Florida parties, and Sections 23-1-1, 23-1-21.2(2) and 23-1-21.3, Code of Alabama 1975 for Alabama parties, the USC and CFR authorities cited above, the Governors of the States of Alabama and Florida, by letter dated on or about the 3rd day of April 2014, jointly approved the apportionment and boundary plan submitted by the TPO; and

WHEREAS, pursuant to Title 23 CFR §450.314(a), and Section 339.175, Florida Statute (F.S.), for Florida parties, and Sections 23-1-1, 23-1-21.2(2) and 23-1-21.3, Code of Alabama 1975 for Alabama parties,

an agreement must be entered into by FDOT, ALDOT, the TPO, and the governmental entities and public transportation operators, to identify the responsibility of each party for cooperatively carrying out a comprehensive transportation planning process; and

WHEREAS, this Interlocal Agreement is required to create the Transportation Planning Organization and delineate the provisions for operation of the TPO; and

WHEREAS, the undersigned FDOT and the local Florida parties have determined that this Interlocal Agreement is consistent with Section 339.175, Florida Statutes (F.S.) for parties in Florida, and Sections 23-1-1, 23-1-21.2(2) and 23-1-21.3, Code of Alabama 1975 for parties in Alabama; and

WHEREAS, the undersigned parties have determined that this Interlocal Agreement is consistent with all Federal and State (Florida, and Alabama) statutory requirements set forth in Section 163.01, Florida Statutes (F.S.), relating to Florida parties, and Alabama law relating to Alabama parties, for Interlocal Agreements; now

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 are incorporated herein and acknowledged to be true and correct to the best of the parties' knowledge. Failure of any of the foregoing recitals to be true and correct shall not operate to invalidate this Interlocal Agreement.

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

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

ALDOT means and refers to the Alabama Department of Transportation, agency of the State of Alabama.

FDOT means and refers to the Florida Department of Transportation, an agency of the State of Florida, created pursuant to Section 20.23., F.S.

FHWA means and refers to the Federal Highway Administration.

FTA means and refers to the Federal Transit Administration.

Long Range Transportation Plan (LRTP) is the 20-year transportation planning horizon which includes transportation facilities; identifies 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 activities; and in ozone/carbon monoxide nonattainment areas is coordinated with the State Implementation Plans (SIPs) of Florida and Alabama, all as required by Title 23 USC §134(c), Title 49 USC §5303, Title 23 CFR §450.322, and 40 CFR Parts 51 and 93 (Final Rules), and Section 339.175, Florida Statute (F.S.) for Florida parties and Sections 23-1-1, 23-1-21.2(2) and 23-1-21.3, Code of Alabama 1975 for Alabama parties.

Metropolitan Planning Area means and refers to the planning area determined by agreement between the TPO and the Governors of Florida and Alabama for the urbanized area containing at least a population of 50,000 as described in Title 23 USC §134(b)(1), Title 49 USC §5303, and all applicable regulatory provisions of 23 CFR 450 and Section 339.175 of Florida Statutes (F.S.), for Florida parties, and Sections 23-1-1, 23-1-21.2(2) and 23-1-21.3, Code of Alabama 1975 for Alabama parties, and including the existing urbanized area and the contiguous area expected to become urbanized within a 20-year forecast period, which shall be subject to the Transportation Planning Organization's planning authority.

MPO means and refers to the Metropolitan Planning Organization formed pursuant to this Interlocal Agreement as described in 23 USC §134(b)(2) and 49 USC §5303, and Section 339.175, Florida Statutes (F.S.) for Florida parties and Sections 23-1-1, 23-1-21.2(2) and 23-1-21.3, Code of Alabama 1975 for Alabama parties.

TPO means and refers to the Transportation Planning Organization (TPO) formed pursuant to this Interlocal Agreement as the MPO for the Pensacola FL-AL Urbanized Area.

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, developed pursuant to 23 USC §134(j), 49 USC §5303, and 23 CFR §450.324, and Section 339.175, Florida Statutes (F.S.) for Florida parties, and Sections 23-1-1, 23-1-21.2(2) and 23-1-21.3, Code of Alabama 1975 for Alabama parties.

Unified Planning Work Program (UPWP) is the biennial program developed in cooperation with the Department and public transportation providers, that identifies the planning priorities and activities to be carried out within a metropolitan planning area to be undertaken during a 2-year period, together with a complete description thereof and an estimated budget, all as required by 23 CFR §450.308, and Section 339.175, Florida Statutes (F.S.) for Florida parties, and Sections 23-1-1, 23-1-21.2(2) and 23-1-21.3, Code of Alabama 1975 for Alabama parties.

ARTICLE 2 PURPOSE

Section 2.01. General Purpose. The purpose of this Interlocal Agreement is to establish the TPO and recognize the boundary and apportionment approved by the Governors of Florida and Alabama. This Interlocal Agreement shall serve:

- (a) To assist in the development of transportation systems embracing various modes of transportation in a manner that will maximize the mobility of people and goods within and through this metropolitan planning area and minimize, to the maximum extent feasible for transportation-related fuel consumption and air pollution;
- (b) To develop transportation plans and programs, in cooperation with FDOT and ALDOT, which plans and programs provide for the development of transportation facilities that will function as a multi-modal and intermodal transportation system for the metropolitan planning area;
- (c) To implement and ensure a continuing, cooperative, and comprehensive transportation planning process that results in coordinated plans and programs consistent with the comprehensively planned development of this affected metropolitan planning area in cooperation with both FDOT and ALDOT;

- (d) To assure eligibility for the receipt of federal capital and operating assistance pursuant to Title 23 USC §134 and 135, Title 49 USC §§5303, 5304, 5305, 5307, 5309, 5310, 5311, 5314, 5326, 5337 and 5339, 5340;
- (e) To carry out the metropolitan transportation planning process, in cooperation with the Department, as required by federal, state and local laws.

Section 2.02. Major TPO Responsibilities. The TPO is intended to be a forum for cooperative decision making by officials of the governmental entities which are parties to this Interlocal Agreement in the development of transportation-related plans and programs, including but not limited to:

- (a) The LRTP;
- (b) The TIP;
- (c) The UPWP;
- (d) Incorporating performance goals, measures, and targets into the process of identifying and selecting needed transportation improvements and projects;
- (e) A congestion management process for the metropolitan area and coordinated development of all other transportation management systems required by state or federal law;
- (f) Assisting FDOT and ALDOT in mapping transportation planning boundaries required by state or federal law;
- (g) Supporting the Department in performing its duties relating to access management, functional classification of roads, and data collection; and
- (h) Performing such other tasks required by state or federal law.

Section 2.03. Coordination with FDOT and ALDOT and Consistency with Comprehensive Plans. Title 23 USC 135 and Section 339.175 Florida Statute (F.S.), require that FDOT and ALDOT develop statewide transportation plans, which consider, to the maximum extent feasible, strategic regional policy plans, TPO plans, and approved local government comprehensive plans. Section 339.175, Florida Statute (F.S.) for Florida parties, Sections 23-1-1, 23-1-21.2(2) and 23-1-21.3, Code of Alabama 1975 for Alabama parties, and Title 23 USC 134, specify the authority and responsibility of the TPO and both DOTs, to manage a continuing, cooperative, and comprehensive transportation (3 C) planning process for the metropolitan area.

In fulfillment of this purpose and in the exercise of the various powers granted by US Code and Codes of Federal Regulations cited herein, the parties to this Interlocal Agreement acknowledge that decisions made by the TPO will be coordinated with the Florida and Alabama DOTs. All parties to this Interlocal Agreement acknowledge that actions taken pursuant to this Interlocal Agreement will be consistent with local government comprehensive plans.

ARTICLE 3 TPO ORGANIZATION AND CREATION

Section 3.01. Establishment of TPO. The TPO for the metropolitan planning area as described in the membership apportionment plan approved by the Governors of Florida and Alabama is hereby created

and established pursuant to this Interlocal Agreement to carry out the purposes and functions set forth in Articles 2 and 5. The legal name of this Metropolitan Planning Organization shall be Florida-Alabama Transportation Planning Organization.

Section 3.02. TPO to operate pursuant to law. In the event that any election, referendum, approval, permit, notice, other proceeding or authorization is required under applicable law to undertake any power, duty, or responsibility hereunder, or to observe, assume, or carry out any of the provisions of this Interlocal Agreement, the TPO will, to the extent of its legal capacity, comply with all applicable laws and requirements.

Section 3.03. Governing board to act as policy-making body of TPO. The governing board established pursuant to Section 4.01 of this Interlocal Agreement shall act as the policy-making body for the TPO, and will be responsible for coordinating the cooperative decision-making process of the TPO's actions, and will take required actions as the TPO.

Section 3.04. Data, reports, records, and other documents. Subject to the right to claim an exemption from the Florida Public Records Law, Chapter 119, Florida Statutes (F.S.), in the case of parties within Florida, and the Alabama Open Records Act, Alabama Code §36-12-40 (1975), in the case of parties within Alabama, the parties shall provide to each other such data, reports, records, contracts, and other documents in its possession relating to the TPO as is requested. Charges are to be in accordance with Chapter 119, F.S. for parties within Florida, and Alabama Code §36-12-40 (1975) for parties within Alabama.

Section 3.05. Rights of review. All parties to this Interlocal Agreement and the affected federal funding agencies (e.g., FHWA, FTA, and FAA) shall have the rights of technical review and comment on TPO's projects.

ARTICLE 4 COMPOSITION; MEMBERSHIP; TERMS OF OFFICE

Section 4.01. Composition and membership of governing board.

- (a) The membership of the TPO shall consist of twenty (20) voting members and two (2) non-voting advisors. The names of the member local governmental entities and the voting apportionment of the governing board as approved by the Governor shall be as follows:

Voting Members –Twenty (20) apportioned as follows:

- 5 members Escambia County Commission,
- 5 members Santa Rosa County Commission,
- 1 member Baldwin County Alabama County Commission whose Commission District, or portion thereof, is within the Florida-Alabama TPO Metropolitan Planning Area (MPA) Boundary,
- 5 members City of Pensacola City Council,
- 1 member City of Gulf Breeze City Council,
- 1 member City of Milton City Council,
- 1 member City of Orange Beach City Council,
- 1 member Escambia County Area Transit.

Non-Voting Advisors – The Florida Department of Transportation District Secretary and the Alabama Department of Transportation Southwest Region Engineer. The TPO may appoint other non-voting advisors as deemed necessary.

- (b) All voting representatives shall be elected officials of general purpose local governments, except to the extent that the TPO includes, as part of its apportioned voting membership, a member of a statutorily authorized planning board or an official of an agency that operates or administers a major mode of transportation. All individuals acting as a representative of the governing board of the county, the city, or authority shall first be selected by said governing board.
- (c) The voting membership of an MPO shall consist of not fewer than 5 or more than 25 apportioned members, the exact number to be determined on an equitable geographic-population ratio basis by the Governors of Florida and Alabama, based on an agreement among the affected units of general-purpose local government as required by federal rules and regulations.
- (d) In the event that a governmental entity that is a member of the TPO fails to fill an assigned appointment to the TPO within sixty days after notification by the Governor of its duty to appoint a representative, the appointment shall then be made by the Governor from the eligible individuals of that governmental entity.

Section 4.02. Terms. The term of office of members of the TPO shall be four years. The membership of a member who is a public official automatically terminates upon said official leaving the elective or appointive office for any reason, or may be terminated by a majority vote of the total membership of the governmental entity represented by the member. A vacancy shall be filled by the original appointing entity. A member may be appointed for one or more additional four year terms.

ARTICLE 5 AUTHORITIES, POWERS, DUTIES AND RESPONSIBILITIES

Section 5.01. General authority. The TPO shall have all authorities, powers and duties, enjoy all rights, privileges, and immunities, exercise all responsibilities and perform all obligations necessary or appropriate to managing a continuing, cooperative, and comprehensive transportation planning process as specified in US Code and Codes of Federal Regulations and applicable portions of Florida and Alabama law.

Section 5.02. Specific authority and powers. The TPO shall have the following powers and authority:

- (a) The TPO may employ personnel and/or may enter into contracts with local or state agencies and private planning or engineering firms to utilize the staff resources of local and/or state agencies;
- (b) The TPO may enter into contracts for the performance of service functions of public agencies;
- (c) The TPO may acquire, own, operate, maintain, sell, or lease real and personal property;
- (d) The TPO may accept funds, grants, assistance, gifts or bequests from local, state, and federal resources;
- (e) The TPO may promulgate rules to effectuate its powers, responsibilities, and obligations enumerated herein; provided, that said rules do not supersede or conflict with applicable local and state laws, rules and regulations; and
- (f) The TPO shall have such powers and authority as specifically provided by federal or state law.

Section 5.03. Duties and responsibilities. In addition to those duties and responsibilities set forth in Article 2, the TPO shall have the following duties and responsibilities:

- (a) The TPO shall create and appoint a technical advisory committee;
- (b) The TPO shall create and appoint a citizens' advisory committee;
- (c) The TPO membership shall be jointly and severally liable for liabilities, and the TPO may respond to such liabilities through the purchase of insurance or bonds, the retention of legal counsel, and, as appropriate, the approval of settlements of claims by its governing board;
- (d) The TPO shall establish an estimated budget which shall operate on a fiscal year basis consistent with any requirements of the UPWP;
- (e) The TPO, in cooperation with FDOT and ALDOT, shall carry out the metropolitan transportation planning process as required by Title 23 CFR Parts 420 and 450, and Title 49 CFR Part 613, Subpart A, and consistent with Chapter 339. 175, Florida Statutes (F.S.) for Florida parties, and other applicable state, federal, and local laws;
- (f) The TPO shall enter into agreements with FDOT and ALDOT, operators of public transportation systems and the metropolitan and regional intergovernmental coordination and review agencies serving the metropolitan area. These agreements will prescribe the cooperative manner in which the transportation planning process will be coordinated and included in the comprehensively planned development of the area;
- (g) Perform such other tasks presently or hereafter required by state or federal law;
- (h) Execute certifications and agreements necessary to comply with state or federal law; and
- (i) Adopt operating rules and procedures.

ARTICLE 6 FUNDING; INVENTORY REPORT; RECORD-KEEPING

Section 6.01. Funding. ALDOT and FDOT shall allocate to the TPO for performance of its transportation planning and programming duties, an appropriate amount of federal transportation planning funds consistent with the approved planning funds formula.

Section 6.02. Inventory report. The TPO agrees to inventory, to maintain records of and to insure proper use, control, and disposal of all nonexpendable tangible property acquired pursuant to funding under this Interlocal Agreement. This shall be done in accordance with the requirements of Title 23 CFR Part 420, Subpart A, Title 49 CFR Part 18, Subpart C, and all other applicable federal regulations.

Section 6.03. Record-keeping and document retention. ALDOT and FDOT and the TPO shall prepare and retain all records in accordance with federal and state requirements, including but not limited to 23 CFR Part 420, Subpart A, 49 CFR Part 18, Subpart C, and 49 CFR §18.42. FDOT and the TPO shall also comply with Chapter 119, F.S.

Section 6.04 Compliance with laws. All parties shall allow public access to all documents, papers, letters, and other material subject to the provisions of Chapter 119, Florida Statutes, in the case of FDOT and parties within Florida, and the Alabama Open Records Act, Ala. Code § 36-12-40 (1975), in the case

of ALDOT and parties within Alabama, made or received by the parties in conjunction with this Agreement.

- (a) Keep and maintain public records that ordinarily and necessarily would be required by FDOT, for parties within Florida, and ALDOT, for parties within Alabama, in order to perform the services being performed by the party.
- (b) Provide the public with access to the public records on the same terms and conditions that FDOT, in the case of parties within Florida, and ALDOT, in the case of parties within Alabama, would provide records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, for parties within Florida, and ALDOT policy for parties within Alabama.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining public records and transfer, at no cost, to FDOT and ALDOT all public records in possession of the party upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to FDOT and ALDOT in a format that is compatible with the information technology systems of FDOT and ALDOT.
- (e)
 - (1) In the case of parties within Alabama, ensure that all accident and traffic data provided by ALDOT or any agency or political subdivision of the state of Alabama and used for safety enhancement are kept confidential under 23 U.S.C. § 409 and not disclosed to third parties without the express written permission of ALDOT. The data shall not be referenced, disclosed, discussed or otherwise made public. The provision of this data shall not be considered as a waiver of the provision of §23 U.S.C. 409. Upon execution of this Agreement, the parties agree that their agents, servants, officers, officials and employees in both their official and individual capacities that the data provided pursuant to the above referenced request shall not be discussed, disclosed, used, published or released without prior written consent of ALDOT. Furthermore, if the data should be released or published without the consent of ALDOT or should an attempt be made to use the data in an action for damages against the state of Alabama, ALDOT, its officials or employees, access to data shall terminate immediately. The state of Alabama and

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ALDOT expressly reserve the right under §23 U.S.C. 409 to object to the use of the data and any opinions drawn from the data and to recover damages caused by the improper and unauthorized release of the data.

- (2) Any such data described in section 6.04(e)(1) above shall not be provided to parties within Florida unless: (i) the data is consolidated or used in a format or form that is not subject to the restrictions of 23 U.S.C. § 409; and (ii) ALDOT gives its written permission for the provision of such data in such form or format to parties within Florida. The retention, use, disclosure and publication of any such data so provided to a party within Florida shall be in accordance with Chapter 119, Florida Statutes and 23 U.S.C. § 409.

ARTICLE 7 MISCELLANEOUS PROVISIONS

Section 7.01. Constitutional or statutory duties and responsibilities of parties. This Interlocal Agreement shall not be construed to authorize the delegation of the constitutional or statutory duties of any of the parties. In addition, this Interlocal Agreement does not relieve any of the parties of an 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 Interlocal Agreement or any legal or administrative entity created or authorized by this Interlocal Agreement, in which case this performance may be offered in satisfaction of the obligation or responsibility.

Section 7.02. Amendment of Interlocal Agreement. Amendments or modifications of this Interlocal Agreement may only be made by written agreement signed by all parties hereto with the same formalities as the original Interlocal Agreement. No amendment may alter the apportionment or jurisdictional boundaries of the TPO without approval by the Governor.

Section 7.03. Duration; withdrawal procedure.

- (a) Duration. This Interlocal Agreement shall remain in effect until terminated by the parties to this Interlocal Agreement. The Interlocal Agreement shall be reviewed by the parties at least every five years, concurrent with the decennial census, and/or concurrent with a new Federal Reauthorization bill, and updated as necessary.
- (b) Withdrawal procedure. Any party, except the City of Pensacola (the United States Bureau of the Census designated largest incorporated city), may withdraw from this Interlocal Agreement after presenting in written form a notice of intent to withdraw to the other parties to this Interlocal Agreement and the TPO, at least 90 days prior to the intended date of withdrawal. Upon receipt of the intended notice of withdrawal:
 - (1) The withdrawing member and the TPO shall execute a memorandum reflecting the withdrawal of the member and alteration of the list of member governments that are signatories to this Interlocal Agreement. The memorandum shall be filed in the Office of the Clerk of the Circuit Court of each county in which a Florida party hereto is located and in the appropriate office for each Alabama party.
 - (2) The TPO shall contact The Office of the Governor in the states of Florida and Alabama, and the Governors, with the agreement of the remaining members of the TPO, shall determine whether any reapportionment of the membership is appropriate. The Governors and the TPO

shall review the previous TPO designation, applicable federal, state, and local law, and TPO rules for appropriate revision. In the event that another entity is to be afforded membership in the place of the member withdrawing from the TPO, the parties acknowledge that pursuant to Title 23 CFR §450.310(l)(2), adding membership to the TPO does not automatically require redesignation of the TPO. In the event that a party who is not a signatory to this Interlocal Agreement is afforded membership in the TPO, membership shall not become effective until this Interlocal Agreement is amended to reflect that the new member has joined the TPO.

Section 7.04. Notices. All notices, demands and correspondence required or provided for under this Interlocal Agreement shall be in writing and delivered in person or dispatched by certified mail, postage prepaid, return receipt requested. Notice required to be given shall be addressed as follows:

- Florida-Alabama Transportation Planning Organization
Post Office Box 9759
Pensacola, FL 32513-9759
- Escambia Board of County Commissioners
Post Office Box 1591
Pensacola, FL 32597-1591
- Santa Rosa Board of County Commissioners
6495 Caroline Street Ste M
Milton, FL 32570
- Baldwin County Board of County Commission
312 Courthouse Square Suite 12
Bay Minette, AL 36507
- City of Pensacola
180 Government Center
Pensacola, FL 32501
- City of Milton
Post Office Box 909
Milton, FL 32572-0909
- City of Gulf Breeze
Post Office Box 640
Gulf Breeze, FL 32562-0640
- Escambia County Area Transit
1515 West Fairfield Drive
Pensacola FL, 32501
- Florida Department of Transportation
Post Office Box 607
Chipley, FL 32428-9990
- Alabama Department of Transportation
Post Office Box 303050
Montgomery, AL 36130-3050

- City of Orange Beach
Post Office Box 458
Orange Beach, AL 36561

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 7.05. Interpretation.

- (a) Drafters of the Interlocal Agreement ALDOT and FDOT and the members of the TPO were each represented by or afforded the opportunity for representation by legal counsel and participated in the drafting of this Interlocal Agreement and in choice of wording. Consequently, no provision should be more strongly construed against any party as drafter of this Interlocal Agreement.
- (b) Severability. Invalidation of any one of the provisions of this Interlocal Agreement or any part, clause or word, 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 Interlocal 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 7.06. Enforcement by parties hereto. In the event of any judicial or administrative action to enforce or interpret this Interlocal Agreement by any party hereto, each party shall bear its own costs and attorney’s fees in connection with such proceeding.

Section 7.07. Interlocal Agreement execution; Use of counterpart signature pages. This Interlocal 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 7.08. Effective date; Cost of recordation.

- (a) Effective date. This Interlocal Agreement shall become effective upon its filing in the Office of the Clerk of the Circuit Court of each county in which a party hereto is located. Any amendment hereto shall become effective only upon its filing in the Office of the Clerk of the Circuit Court for each county in which a party hereto is located.
- (b) Recordation. The Florida-Alabama TPO hereby agrees to pay for any costs of recordation or filing of this Interlocal Agreement in the Office of the Circuit Court for each county in which a

party is hereto located. The recorded or filed original, or any amendment, shall be returned to the TPO for filing in its records.

IN WITNESS WHEREOF, the undersigned parties have executed this Interlocal Agreement on behalf of the referenced legal entities and hereby establish the above designated TPO.

Signed, Sealed and Delivered in the presence of:

FLORIDA-ALABAMA TRANSPORTATION PLANNING ORGANIZATION

BY: 

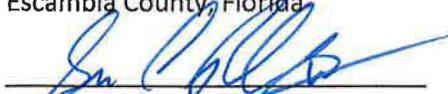
TITLE: TPO Chairman

ATTEST: 

TITLE: Executive Director, WFRPC



Board of County Commissioners
Escambia County, Florida

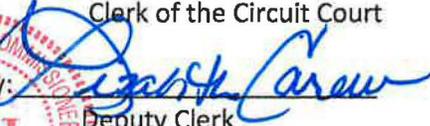


Grover C. Robinson, IV, Chairman

Date Executed

11/17/2015

ATTEST: Pam Childers
Clerk of the Circuit Court

By: 

Deputy Clerk



Approved as to form and legal
sufficiency.

By/Title: 
Date: 10/7/15

BCC Approved 11-17-2015

SANTA ROSA COUNTY, FLORIDA BOARD OF COUNTY COMMISSIONERS

BY: Don Sallee

TITLE: Chairman

ATTEST: _____

TITLE: _____

ATTEST: Donald C. Spencer
Donald C. Spencer, Clerk of Court



(SEAL)

BCC approved 10/22/15

BALDWIN COUNTY, ALABAMA BOARD OF COUNTY COMMISSIONERS

BY: *Ken Davis*

TITLE: Chairman

ATTEST: *Ronald C. ...*

TITLE: County Administrator



CITY OF PENSACOLA, FLORIDA

BY: 

TITLE: City Administrator

ATTEST: 

TITLE: City Clerk



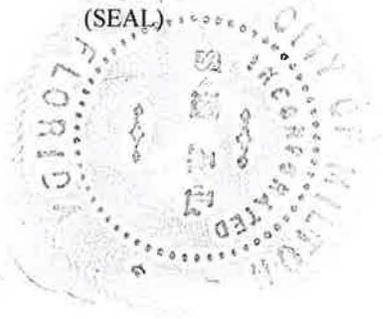
CITY OF MILTON, FLORIDA

BY: Wesley Mc-

TITLE: Mayer of Milton, FL

ATTEST: Dewitt Nolen

TITLE: City Clerk



CITY OF GULF BREEZE, FLORIDA

BY: _____

TITLE: Mayor

ATTEST: Stephanie D. Innes

TITLE: City Clerk

(SEAL)



CITY OF ORANGE BEACH, ALABAMA

BY: *[Signature]*

TITLE: _____

ATTEST: *Carly Constantino*

TITLE: *City Clerk*



ESCAMBIA COUNTY AREA TRANSIT

BY: *Mike Crittenden*

TITLE: Mike Crittenden, General Manager

ATTEST: _____

TITLE: _____

(SEAL)

S. A. A.
WITNESS
Shirley A.
WITNESS

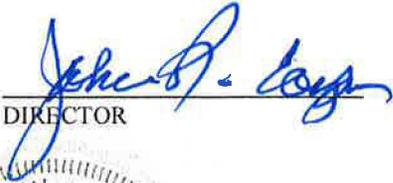
BCC Approved 11-17-2015

FLORIDA DEPARTMENT OF TRANSPORTATION

BY: *Joe J. Bayliss*
TITLE: District Secretary
ATTEST: *Donna Williams*
TITLE: Administrative Assistant

The seal of the Florida Department of Transportation is circular and partially obscured by the signature lines. It features the text "STATE OF FLORIDA" at the top, "DEPARTMENT OF TRANSPORTATION" around the perimeter, and "(SEAL)" at the bottom.

STATE OF ALABAMA,
ACTING BY AND THROUGH THE
ALABAMA DEPARTMENT OF TRANSPORTATION



DIRECTOR

