

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

THIS INTERLOCAL AGREEMENT is made and entered into this 13<sup>th</sup> day of April 2005, by and between the FLORIDA DEPARTMENT OF TRANSPORTATION; ALABAMA DEPARTMENT OF TRANSPORTATION; FLORIDA COUNTIES OF ESCAMBIA and SANTA ROSA; ALABAMA COUNTY OF BALDWIN; and CITIES OF PENSACOLA, GULF BREEZE, and MILTON; and supercedes the Pensacola Metropolitan Planning Organization (MPO) Interlocal Agreement dated August 31, 1994.

Florida-Alabama Transportation Planning Organization (TPO) is the legal name for the MPO for the Pensacola FL-AL Urbanized Area, as officially changed from the Pensacola MPO by adoption of Resolution 04-09 at the regular and open meeting of the TPO on May 12, 2004.

### **RECITALS**

WHEREAS, the Federal Government, under the authority of 23 United States Code 134 and 49 United States Code 5303, 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 that results in plans and programs consistent with the comprehensively planned development of the metropolitan area, and further requires the State Transportation Agency and the Metropolitan Planning Organization to enter into an Agreement clearly identifying the responsibilities of each party for cooperatively carrying out such transportation planning;

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, rail systems, air transportation and other facilities will be properly located and developed in relation to the overall plan of community development;

WHEREAS, 23 United States Code 134, as amended by the Intermodal Surface Transportation Efficiency Act of 1991 and the Transportation Equity Act for the Twenty-first Century (Public Law 105-178, 112 Stat. 107), 49 United States Code 5303-5307, 23 Code of Federal Regulations 450.306, and Section 339.175, Florida Statutes, provide for the creation of Metropolitan Planning Organizations to develop transportation plans and programs for metropolitan areas;

WHEREAS, pursuant to 23 United States Code 134(b), 49 United States Code 5303, 23 Code of Federal Regulations 450.306(a), and Section 339.175, Florida Statutes, a determination has been made by the Governor and units of general purpose local government representing at least 75% of the affected population (including the central city or cities) in the metropolitan area to designate a Metropolitan Planning Organization;

WHEREAS, pursuant to Section 339.175(3), Florida Statutes, by letter to Pensacola MPO Chairman J. D. Smith dated January 16, 2004, the Governor of Florida has agreed to the apportionment plan of the members of the Florida-Alabama TPO to include one (1) Baldwin County Alabama County Commissioner whose Commission District, or portion thereof, is within the Florida-Alabama TPO Metropolitan Planning Area (MPA) Boundary as a member of the TPO;

WHEREAS, pursuant to 23 Code of Federal Regulations 450.306(c), and Section 339.175(1)(b), Florida Statutes, an interlocal agreement must be entered into by the Department and the governmental

entities designated by the Governor for membership on the MPO;

WHEREAS, the interlocal agreement is required to create the Florida-Alabama Transportation Planning Organization and delineate the provisions for operation of the TPO;

WHEREAS, the undersigned parties have determined that this Interlocal Agreement satisfies the requirements of and is consistent with Section 339.175(1)(b), Florida Statutes;

WHEREAS, pursuant to Section 339.175(1)(b), Florida Statutes, the interlocal agreement must be consistent with statutory requirements set forth in Section 163.01, Florida Statutes, relating to interlocal agreements; and

WHEREAS, the undersigned parties have determined that this Interlocal Agreement is consistent with the requirements of Section 163.01, Florida Statutes.

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 hereby 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 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:

- (a) Agreement means and refers to this instrument, as amended from time to time.
- (b) 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.
- (c) FHWA means and refers to the Federal Highway Administration.
- (d) FTA means and refers to the Federal Transit Administration.
- (e) Long-Range Transportation Plan is the 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 USC Section 134(g), 23 CFR Section 450.322, Section 339.175(6), Florida Statutes.
- (f) Metropolitan Area means and refers to the planning area as delineated by the MPO for the urbanized area containing at least a population of 50,000 as described in 23 U.S.C. 134(b)(1), and Section 339.175, Florida Statutes, which shall be subject to the MPO planning authority.

- (g) MPO means and refers to the Metropolitan Planning Organization formed pursuant to this Agreement.
- (h) TPO means and refers to the Transportation Planning Organization formed pursuant to this Agreement as the MPO for the Pensacola FL-AL Urbanized Area.
- (i) 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 United States Code 134(h), 49 United States Code 5304, 23 Code of Federal Regulations 450.324 and Section 339.175, Florida Statutes.
- (j) Unified Planning Work Program (UPWP) is the annual program developed in cooperation with the Department and public transportation providers, that lists all planning tasks to be undertaken during a program year, together with a complete description thereof and an estimated budget, all as required by 23 CFR 450.314, and Section 339.175(8), Florida Statutes.

## **ARTICLE 2 PURPOSE**

**Section 2.01. General Purpose.** The purpose of this Agreement is to establish the Florida-Alabama Transportation Planning Organization:

- (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 area of this state and minimize, to the maximum extent feasible, transportation-related fuel consumption and air pollution;
- (b) To develop transportation plans and programs, in cooperation with the Department, which plans and programs provide for the development of transportation facilities that will function as multi-modal and an intermodal transportation system for the metropolitan 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 area in cooperation with the Department;
- (d) To assure eligibility for the receipt of Federal capital and operating assistance pursuant to 23 U.S.C. 34 and 49 U.S.C. 5303, 5304, 5305 and 5306; and
- (e) To carry out the metropolitan transportation planning process, in cooperation with the Department, as required by 23 U.S.C. 134 and 49 U.S.C. 5303, 5304, 5305 and 5306; 23 CFR 420 and 450, and 49 CFR Part 613, Subpart A: and consistent with Chapter 339, Florida Statutes, and other applicable 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 party to this Agreement in the development of transportation-related plans and programs, including but not limited to:

- (a) The Long-range Transportation Plan;
- (b) The Transportation Improvement Program;
- (c) The Unified Planning Work Program;
- (d) A congestion management system for the metropolitan area as required by state or federal law;
- (e) Assisting the Department in mapping transportation planning boundaries required by state or federal law;
- (f) Assisting the Department in performing its duties relating to access management, functional classification of roads, and data collection; and
- (g) Performing such other tasks presently or hereafter required by state or federal law.

**Section 2.03. TPO decisions coordinated with FDOT and consistent with comprehensive plans.** Chapter 334, Florida Statutes, grants the broad authority for the Department's role in transportation. Section 334.044, Florida Statutes, shows the legislative intent that the Department shall be responsible for coordinating the planning of a safe, viable and balanced state transportation system serving all regions of the State. Section 339.155, Florida Statutes, requires the Department to develop a statewide transportation plan, which considers, to the maximum extent feasible, strategic regional policy plans, TPO plans, and approved local government comprehensive plans. Section 339.175, Florida Statutes, specifies the authority and responsibility of the TPO and the Department in the management of a continuing, cooperative, and comprehensive transportation planning process for the metropolitan area.

In fulfillment of this purpose and in the exercise of the various powers granted by Chapters 334 and 339, Florida Statutes, the Department and all parties to this Agreement acknowledge that the provisions of the Local Government Comprehensive Planning and Land Development Regulation Act, Sections 163.3161-3215, Florida Statutes, are applicable to this Agreement. The parties to this Agreement shall take particular care that the planning processes and planning integrity of local governments as set forth in aforementioned law shall not be infringed upon.

### **ARTICLE 3 TPO ORGANIZATION AND CREATION**

**Section 3.01. Establishment of TPO.** The TPO for the metropolitan area as described in the membership apportionment plan approved by the Governor is hereby created and established pursuant to the 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 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 Agreement shall be the policy-making body forum of the TPO

responsible for cooperative decision-making of actions taken by the TPO. The governing board is the policy-making body that is the forum for cooperative decision-making and will be taking the required approval action as the TPO.

**Section 3.04. Submission of proceedings; Contracts and other documents.** Subject to the right to claim an exemption from the Florida Public Records Law, Chapter 119, Florida Statutes, the parties shall submit to each other such data, reports, records, contracts, and other documents relating to its performance as a metropolitan planning organization as is requested. Charges are to be in accordance with Chapter 119, Florida Statutes.

**Section 3.05. Rights of review.** All parties to this Agreement, and the affected Federal funding agency (i.e., FHWA, FTA, and FAA) shall have the rights of technical review and comment of TPO 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 eighteen (18) voting representatives. The names of the member local governmental entities and the membership apportionment of the governing board, as approved by the Governor, shall be as follows:

**Voting Members** –Eighteen (18) members 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, and
- 1 member City of Milton City Council.

**Non-Voting Members** - The Florida Department of Transportation District Secretary and the Alabama Department of Transportation Division Engineer. The TPO may appoint other non-voting members 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) In no event shall the county commission representatives constitute less than one-third of the total number of voting representatives on the TPO.
- (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, that appointment shall 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 Section 339.175(4) and (5), Florida Statutes.

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

- (a) As provided in Section 339.175(5)(g), Florida Statutes, 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) As provided in Section 163.01(14), Florida Statutes, the TPO may enter into contracts for the performance of service functions of public agencies;
- (c) As provided in Section 163.01(5)(j), Florida Statutes, the TPO may acquire, own, operate, maintain, sell, or lease real and personal property;
- (d) As provided in Section 163.01(5)(m), Florida Statutes, 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 in Sections 163.01 and 339.175, Florida Statutes, and as may otherwise be provided by federal or state law.

**Section 5.03. Duties and responsibilities.** The TPO shall have the following duties and responsibilities:

- (a) As provided in Section 339.175(5)(d), Florida Statutes, the TPO shall create and appoint a technical advisory committee;
- (b) As provided in Section 339.175(5)(e), Florida Statutes, the TPO shall create and appoint a citizens' advisory committee;
- (c) As provided in Section 163.01(5)(o), Florida Statutes, 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) As provided in Section 339.175(8), Florida Statutes, the TPO shall establish a budget, which shall operate on a fiscal year basis consistent with any requirements of the Unified Planning Work Program;
- (e) The TPO, in cooperation with the Department, shall carry out the metropolitan transportation planning process as required by 23 CFR Parts 420 and 450, and 49 CFR Part 613, Subpart A, and consistent with Chapter 339, Florida Statutes, and other applicable state and local laws;
- (f) As provided in Section 339.175(9)(a), Florida Statutes, the TPO shall enter into agreements with the Department, 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) The TPO shall prepare the Long-Range Transportation Plan;
- (h) In cooperation with the Department, the TPO shall prepare the Transportation Improvement Program;
- (i) In cooperation with the Department, the TPO shall prepare and annually update the Unified Planning Work Program;
- (j) The TPO shall prepare a congestion management system for the metropolitan area;
- (k) The TPO shall assist the Department in mapping transportation planning boundaries required by state or federal law;
- (l) The TPO shall assist the Department in performing its duties relating to access management, functional classification of roads, and data collection;
- (m) The TPO shall perform such other tasks presently or hereafter required by state or federal law;
- (n) The TPO shall execute certifications and agreements necessary to comply with state or federal law; and
- (o) The TPO shall adopt operating rules and procedures.

## **ARTICLE 6 FUNDING; INVENTORY REPORT; RECORD-KEEPING**

**Section 6.01. Funding.** The Department shall allocate to the TPO for its performance of its transportation planning and programming duties, an appropriate amount of federal transportation planning funds.

**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 Agreement. This shall be done in accordance with the requirements of 23 CFR Part 420, Subpart A, 49 CFR Part 18, Subpart C, and all other applicable federal regulations.

**Section 6.03. Record-keeping and document retention.** The Department and the TPO shall prepare and retain all records in accordance with the federal and state requirements, including but not limited to 23 CFR Part 420, Subpart A, 49 CFR Part 18, Subpart C, 49 CFR 18.42, and Chapter 119, Florida Statutes.

## ARTICLE 7 MISCELLANEOUS PROVISIONS

**Section 7.01. 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 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 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 7.02. Amendment of Agreement.** Amendments or modifications of this Agreement may only be made by written agreement signed by all parties here to with the same formalities as the original 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 Agreement shall remain in effect until terminated by the parties to this Agreement; provided, however, the Governor shall review the composition of the TPO membership in conjunction with the decennial Census as prepared by the United States Department of Commerce, Bureau of the Census, and reapportion the membership as necessary to comply with Section 339.175, Florida Statutes, as appropriate. During examination of the TPO apportionment by the Governor, this Agreement shall be reviewed by the TPO and the Department to confirm the validity of the contents and to recommend amendments, if any, that are required. In the interim, the TPO shall review the composition of the TPO membership at least every five years to determine if there is a need to recommend changes to the Governor and amend this Agreement.
- (b) **Withdrawal procedure.** Any party except the City of Pensacola (the United States Bureau of the Census designated center city) may withdraw from this Agreement after presenting in written form a notice of intent to withdraw to the other parties to this 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 Agreement. The memorandum shall be filed in the Office of the Clerk of the Circuit Court of each county in which a party hereto is located; and



- (2) The Office of the Governor shall be contacted, and the Governor, with the agreement of the remaining members of the TPO, shall determine whether any reapportionment of the membership shall be appropriate. The Governor and the TPO shall review the previous TPO designation, applicable Florida and local law, and TPO rules for appropriate revision. In the event that another entity is to accorded membership in the place of the member withdrawing from the TPO, the parties acknowledge that pursuant to 23 CFR 450.306(k), 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 Agreement is accorded membership on the TPO, membership shall not become effective until this 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 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 Governmental 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
- Florida Department of Transportation  
Post Office Box 607  
Chipley, FL 32428-0607

- Department of Transportation  
1409 Coliseum Boulevard  
Montgomery, AL 36130-3050

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 Agreement. The Department 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 Agreement and in 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 judgement, court order, or administrative hearing or order shall not affect any other provisions or applications in other circumstances, all of which shall remain in full force and effect; 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 7.06. Enforcement by parties hereto.** 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 7.07. 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 7.08. Effective date; Cost of recordation.**

- (a) Effective date. This 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 Agreement in the Office of the Circuit Court for each county in which a party is hereto located. The recorded or filed original hereof, 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: J. D. Smith

TITLE: J. D. Smith, TPO Chairman

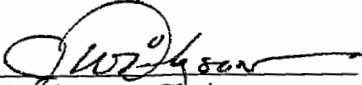
ATTEST: Michael W. Zeigler

TITLE: Michael W. Zeigler, Staff Director


(SEAL)

ESCAMBIA COUNTY, FLORIDA BOARD OF COUNTY COMMISSIONERS

Board of County Commissioners  
Escambia County, Florida

  
\_\_\_\_\_  
J. W. Dickson, Chairman

ATTEST: Ernie Lee Magaha  
Clerk of the Circuit Court

  
\_\_\_\_\_  
Patricia M. Cotton  
Deputy Clerk

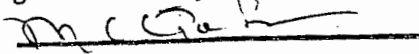


BCC Approved: 08-18-2005

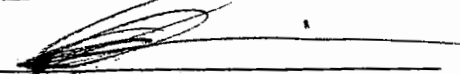
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8-19-05

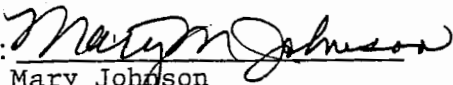
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and legal sufficiency.

By   
\_\_\_\_\_  
Title PCA  
\_\_\_\_\_  
Date 22 July 05  
\_\_\_\_\_

SANTA ROSA COUNTY, FLORIDA BOARD OF COUNTY COMMISSIONERS

BY:   
Gordon Goodin

TITLE: Chairman

ATTEST:   
Mary Johnson

TITLE: Clerk of Court

(SEAL)

Approved 06/09/05

BALDWIN COUNTY, ALABAMA BOARD OF COUNTY COMMISSIONERS

BY: Albert Lipscomb

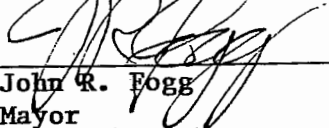
TITLE: Chairman

ATTEST: [Signature]

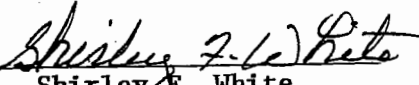
TITLE: Clerk/Treasurer

(SEAL)

CITY OF PENSACOLA, FLORIDA

BY:   
John R. Fogg  
Mayor


TITLE: \_\_\_\_\_

ATTEST:   
Shirley F. White  
City Clerk

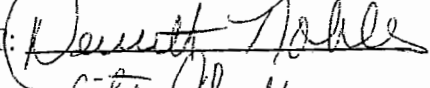
TITLE: \_\_\_\_\_

(SEAL)

CITY OF MILTON, FLORIDA

BY: 

TITLE: Mayor

ATTEST: 

TITLE: City Clerk

(SEAL)



CITY OF GULF BREEZE FLORIDA

BY: *James H. Hitt*

TITLE: MAYOR

ATTEST: *Marita Rhodes*

TITLE: CITY CLERK

(SEAL)



FLORIDA DEPARTMENT OF TRANSPORTATION

BY: *R. E. Prescott*

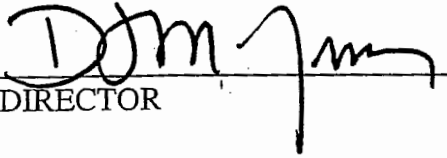
TITLE: *District Secretary*

ATTEST: *A. Willis*

TITLE: *Administrative Assistant*

(SEAL)

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

  
DIRECTOR

(SEAL)