

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 04/05/2016

Contract/Lease Control #: C16-2390-BCC

Bid #: N/A

Contract/Lease Type: OKALOOSA-WALTON TRANSPORTATION PLANNING AGREEMENT

Award To/Lessee: N/A

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 4/07/2015

Term: N/A

Description of Contract/Lease: AGREEMENT TRANSPORTATION PLANNING

Department: BCC

Department Monitor: HOFSTAD

Monitor's Telephone #: 850-689-5960

Monitor's FAX # or E-mail: JHOFSTAD@CO.OKALOOSA.FL.US

Closed: _____

cc: Finance Department Contracts & Grants Office

TASK ORDER NO. 2016-01
INTERLOCAL AGREEMENT BETWEEN
OKALOOSA-WALTON TRANSPORTATION PLANNING ORGANIZATION (TPO)
AND
OKALOOSA COUNTY, FLORIDA

1. BACKGROUND

Under the umbrella of the Interlocal Agreement for creation of the Okaloosa-Walton Transportation Planning Organization (TPO), the TPO is intended to be a forum for cooperative decision making by officials of the governmental entities which are parties to the Interlocal Agreement in the development of transportation-related plans and programs, including but not limited to: the Unified Planning Work Program (UPWP).

The UPWP is the biennial program developed in cooperation with the Florida Department of Transportation 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(9), F.S.

In the current (July 1, 2014 – June 30, 2016) Okaloosa-Walton TPO UPWP, under Task C.6 Public Transportation Planning, it identifies Transit Education and Public Relations as work proposed to be performed. The task includes managing a contract and assisting with education/public relations ongoing campaign for public transportation services in the region including local jurisdictions in the Fort Walton Beach, FL urbanized area.

In the proposed (July 1, 2016 – June 30, 2018) Okaloosa-Walton TPO UPWP, under Task C.6 Public Transportation Planning, it identifies the purpose of this task: “to complete public transportation planning activities that address long-term and short-term public transportation needs in the urbanized area.” The required activities are to provide technical assistance and staff support to transit related issues/tasks.

CONTRACT #C16-2390-BCC
OKALOOSA WALTON TPO
INTERLOCAL AGREEMENT
EXPIRES: 04/07/2019

Under Task C.6 Public Transportation Planning of the Okaloosa-Walton TPO UPWP, Okaloosa County is looking to continue its marketing momentum following a stream of positive publicity in the local community and recent industry-wide recognition at the statewide Florida Public Transportation Association (FPTA) conference. Okaloosa County is requesting transit marketing support with the goal of increasing transit ridership, increasing support for transit services, and increasing the awareness of transit.

2. SCOPE OF SERVICES

The Okaloosa-Walton TPO and Okaloosa County will oversee all services provided in this Agreement. Based on initial discussions, marketing activities will be focused on engaging with local businesses and organizations, enhancing customer communications and growing ridership. Immediate topics / items to be addressed under this marketing scope include:

- Development of new EC Rider brand for fixed route and a new paratransit brand to differentiate between the two services
- Website development and redesign for ECrider.org
- Design and distribution of materials targeting local businesses
- Continued use of social media Facebook platform as customer service tool
- Strong external communication efforts to share transit milestones & accolades with key stakeholders, riders and local media

Year 1: Marketing Activities to be provided by Okaloosa-Walton TPO General Planning Consultant (GPC) team member, BowStern

Branding

- Branding Discovery Session
 - Coordination of one-on-one discovery sessions with key internal leadership (up to 3)
- Branding Development
 - Execution of overall creative approach
 - Development of visual logo design / Creation of Brand "Style Guide"

The Okaloosa Transit Cooperative (Co-op) and Okaloosa County Tourist Development Council (TDC) have agreed to use the TDC logo so the TDC logo will be incorporated for the fixed-route service. The final logo will entail incorporating the Co-op and TDC approved logo with any other creative elements identified through the discovery session. It will also entail finalizing the logo in different formats to be readily and easily used for other platforms (e.g., website, ride guide, facebook, bus wraps, etc). Formatting requirements are different for different platforms. Development of a separate paratransit brand will be provided in order to differentiate between the two services.

Website Redesign

- Complete design / buildout of the ECrider.org website
 - Navigation mapping
 - Visual graphics & aesthetics
 - Content Creation / Copywriting
 - Reformatting of routes for web
 - Back-end coding and SEO optimization
 - Team training session for handoff of management to Okaloosa County

The transit website has been reviewed and it is being recommended that the website be redesigned to be more user friendly and have a consistent look and feel with all other transit related materials (e.g., ride guide, facebook, etc.). Additionally, it is recommended that this be developed as a more mobile-friendly responsive design for easier access on tablets or phones. Not only will all online materials have a consistent look and message, but all pages will be ADA compliant. The current website address (ecrider.org) will be utilized but with a more dynamic and professional appearance. It will be redesigned in a format that Okaloosa County can maintain.

It is recommended to have a consistent brand, logo, and message. All of the transit materials will have a consistent look and message, which is important from a marketing standpoint. This will not only assist with an enhanced customer experience, but will position Okaloosa County well for greater community buy-in moving forward.

Any redesign of website will be coordinated with the TPO and Okaloosa County staff. Okaloosa County staff will approve any hosting, etc. changes, if any are recommended. All copyrights, ownership, etc. of materials will be for and in the name of Okaloosa County.

Public Relations

- Draft, distribute & pitch press releases
 - Frequency: Quarterly (Consists of 2 major PR pushes for Y1)
- Coordinate onsite media events in conjunction with quarterly efforts when appropriate
- Target media outreach and interviews with the print, radio, television, online / blogs

Social Media Management

- While EC Rider staff will be managing the day-to-day postings and monitoring of the Facebook page, BowStern will support in this arena with content creation as it relates to Year 1 marketing initiatives.
 - Drafting postings (i.e. content in line with press releases or properly sized Facebook graphics for to promote new toolkits)
 - Frequency: Estimate 1 post and/or graphic per week

Graphic Design

- Development / design of marketing materials
 - Creation of online advertising graphics as needed
 - Revamp of toolkits materials given new brand identity

Eblast

- Copywriting, design & coding
- Distribution hard costs (e-postage) included
 - Frequency: Includes up to 4 eblasts

Paid Media and Production

- Development of online advertising plan in support of campaign initiatives and/or target initiatives
 - Includes ad oversight & hard placement costs
 - Timing and recommended run dates dependent upon final budget
- Assistance with production of necessary community outreach materials
 - Includes oversight & production costs

Years 2 & 3: Marketing Activities to be performed by the Okaloosa-Walton TPO

Public Relations

- Draft, distribute & pitch press releases
 - Frequency: Quarterly
- Coordinate onsite media events in conjunction with quarterly efforts when appropriate
- Target media outreach and interviews with the print, radio, television, online / blogs

Social Media Management

- While EC Rider staff will be managing the day-to-day postings and monitoring of the Facebook page, the TPO will support in this arena with content creation as it relates to Years 2 & 3 marketing.
 - Drafting postings (i.e. content in line with press releases or seasonal initiatives)
 - Frequency: Estimate 1 post and/or graphic per week

Community Outreach

- Buildout of local contact database
- Distribution of materials targeting local businesses

Paid Media and Production

- Development of online advertising plan in support of campaign initiatives and/or target initiatives
 - Includes ad oversight & hard placement costs
 - Timing and recommended run dates dependent upon final budget
- Assistance with production of necessary community outreach materials
 - Includes oversight & production costs

3. TASK AND DELIVERABLES

YEAR ONE	
Work to be performed by TPO General Planning Consultant team member, BowStern	
TASK	DELIVERABLES
Branding	Discovery Session Report
	Delivery of final Logo & Style Guide
Website	Site Architecture Plan
	Content / Copywriting Complete
	Website Launched
Graphic Design	Completion of Revised Toolkit & Graphics
Monthly	Public relations, social media, and Eblast monthly report
Paid Media	Online advertising and printing/production reports

YEARS TWO & THREE	
Work to be performed by Okaloosa-Walton TPO	
TASK	DELIVERABLES
Monthly	Public relations, social media, and community outreach monthly report
Paid Media	Online advertising and printing/production reports

4. SCHEDULE

Three years [thirty-six (36) months] from the issuance of the Notice to Proceed letter.

5. COMPENSATION

This is a fixed-rate, flat fee contract billable monthly.

Year 1: Not-to-exceed amount of \$45,000 to be paid by Okaloosa County to the Okaloosa-Walton TPO for worked performed by the TPO General Planning Consultant (GPC) team member, BowStern. The TPO will invoice Okaloosa County monthly. The invoice will include a status report of work performed for that month. Invoices will be submitted for review and approval for processing to:

Emerald Coast Rider
 Attn: Janet Willis
 600 Transit Way
 Fort Walton Beach, FL 32547-5070
 Phone: 850-609-7003

Years 2 & 3: Work will be performed by Okaloosa-Walton TPO, provided the TPO is in receipt of Federal Transit Administration (FTA) 5305 transit planning funds. No invoices will be processed for service provided in Years 2 & 3. However, the TPO will provide monthly status reports to Emerald Coast Rider (Attn: Janet Willis) for work performed in Years 2 & 3.

6. AMENDMENT

Amendments of this Agreement may be initiated by Okaloosa County or the Okaloosa-Walton TPO. Amendments shall be formally approved by Okaloosa County and the Okaloosa-Walton TPO in written form and shall be incorporated as part of the Agreement.

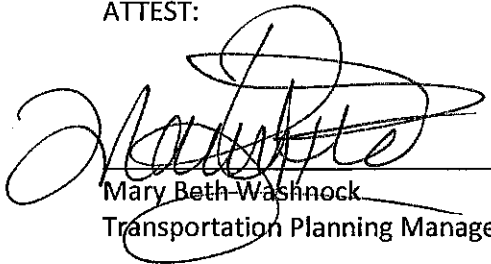
7. TERMINATION

Either party may withdraw from said Agreement after presenting in written form a notice of intent to withdraw to the other party, at least thirty (30) days prior to the intended date of withdrawal, provided financial obligations continue as to work performed up to and including date of withdrawal and unavoidable expenses after that date.

IN WITNESS WHEREOF, the undersigned parties have executed this Interlocal Agreement Task Order on behalf of the undersigned officials as duly authorized.

ATTEST:

OKALOOSA-WALTON
TRANSPORTATION PLANNING ORGANIZATION



Mary Beth Washnock
Transportation Planning Manager



Dick Rynearson, Vice Chairman

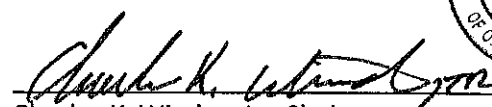
ATTEST:

OKALOOSA COUNTY
BOARD OF COUNTY COMMISSIONERS





J.D. Peacock II, Clerk of Court



Charles K. Windes, Jr., Chairman
BCC approval date: 6/23/16

RESOLUTION O-W 16-10
A RESOLUTION OF THE OKALOOSA-
WALTON TRANSPORTATION PLANNING
ORGANIZATION APPROVING TASK ORDER
2016-01 INTERLOCAL AGREEMENT WITH
OKALOOSA COUNTY FOR TRANSIT
MARKETING SUPPORT SERVICES

WHEREAS, the Okaloosa-Walton Transportation Planning Organization (TPO) is the organization designated by the governor of Florida, together with the state of Florida, for carrying out the provisions 23 U.S.C. 134, as amended by the Moving Ahead for Progress in the 21st Century (MAP-21) and the Fixing America's Surface Transportation (FAST) Acts; and

WHEREAS, the TPO has in the past provided technical support for the transportation planning process for the Fort Walton Beach-Navarre-Wright Urbanized Area; and

WHEREAS, the parties to this Interlocal Agreement desire to participate cooperatively to provide transit marketing support services within Okaloosa County with the goal of increasing transit ridership, increasing support for transit services and increasing the awareness of transit;

NOW, THEREFORE, BE IT RESOLVED BY THE OKALOOSA-WALTON TRANSPORTATION PLANNING ORGANIZATION THAT:

The Okaloosa-Walton Transportation Planning Organization authorizes the Chairman to sign Task Order 2016-01 Interlocal Agreement between the Okaloosa-Walton Transportation Planning Organization and Okaloosa County for transit marketing support services and authorizes the Transportation Planning Manager to issue a Notice to Proceed once all parties have signed the interlocal agreement.

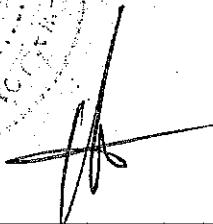
Passed and duly adopted by the Okaloosa-Walton Transportation Planning Organization on this 21st day of April 2016.

**OKALOOSA-WALTON TRANSPORTATION
PLANNING ORGANIZATION**

BY: _____

Dick Rynearson
Dick Rynearson, Vice Chairman

ATTEST: _____

The seal of the Okaloosa-Walton Transportation Planning Organization is circular. It features the text "OKALOOSA-WALTON TRANSPORTATION PLANNING ORGANIZATION" around the perimeter and "FLORIDA STATE OF FLORIDA" in the center. A signature is written across the seal.

INTERLOCAL AGREEMENT FOR CREATION OF THE OKALOOSA-WALTON TRANSPORTATION PLANNING ORGANIZATION

THIS INTERLOCAL AGREEMENT for the formation of a Metropolitan Planning Organization is made and entered into on this 19th day of February 2015, by and between the FLORIDA DEPARTMENT OF TRANSPORTATION; the COUNTIES OF OKALOOSA, and WALTON; and CITIES OF CRESTVIEW, FORT WALTON BEACH, DESTIN, VALPARAISO, NICEVILLE, MARY ESTHER, DEFUNIAK SPRINGS, and FREEPORT, 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;

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;

WHEREAS, Title 23 USC §134 and Title 49 USC §§5303-5305, as amended by the Moving Ahead for Progress in the 21st Century Act (MAP-21) and Section 339.175, Florida Statutes (F.S.), provide for the creation of Metropolitan Planning Organizations to develop transportation plans and programs for urbanized areas;

WHEREAS, pursuant to Titles 23 USC §134(d), 49 USC §5303, 23 CFR §450.310(b), and Section 339.175(2), F.S., 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;

WHEREAS, pursuant to this Interlocal Agreement, the parties wish to collectively participate in the metropolitan planning process as the Okaloosa-Walton Transportation Planning Organization for the Fort Walton Beach-Navarre-Wright urbanized area, herein after referred to as “the Transportation Planning Organization” or “the TPO”. Further, the parties approved by votes an apportionment and a boundary plan for presentation to the Governor on the 19th day of September 2013 and on the 5th day of December 2013, respectively;

WHEREAS, pursuant to Section 339.175(4), F.S., the Governor, by letter dated the 3rd day of April 2014, approved the apportionment and boundary plan submitted by the TPO;

WHEREAS, pursuant to Title 23 CFR §450.314(a), and Section 339.175(10), F.S., an agreement must be entered into by the Department, 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;

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

WHEREAS, the undersigned parties have determined that this Interlocal Agreement is consistent with Section 339.175(10), F.S.;

WHEREAS, the undersigned parties have determined that this Interlocal Agreement is consistent with statutory requirements set forth in Section 163.01, F.S., relating to Interlocal Agreements; and

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.

Department 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 Plan, all as required by Title 23 USC §134(c), Title 49 USC §5303, Title 23 CFR §450.322, and Section 339.175(7), F.S.

Metropolitan Planning Area means and refers to the planning area determined by agreement between the TPO and the Governor 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 Section 339.175(2)(c) and (d), F.S., 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 TPO 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), 49 USC §5303, and Section 339.175(1), F.S.

TPO means and refers to the Transportation Planning Organization formed pursuant to this Interlocal Agreement as the MPO for the Fort Walton Beach-Navarre-Wright Urbanized Area.

Transportation Improvement Program (TIP) is the staged multi-year program of transportation improvement projects developed by a TPO consistent with the Long Range Transportation Plan,

developed pursuant to 23 USC §134(j), 49 USC §5303, 23 CFR §450.324 and Section 339.175(8), F.S.

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(9), F.S.

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 Governor. 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 the Department, 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 the Department;
- (d) To assure eligibility for the receipt of federal capital and operating assistance pursuant to Title 23 USC §134 and Title 49 USC §§5303, 5304, 5305, 5307, 5309, 5310, 5311, 5314, 5326, 5337 and 5339, 5340; and
- (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 the Department 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 the Department and Consistency with Comprehensive Plans. Chapter 334, F.S., grants broad authority for the Department's role in transportation. Section 334.044, F.S., includes the legislative intent declaring 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, F.S., 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(5), F.S., specifies the authority and responsibility of the TPO and the Department to manage 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, F.S., the parties to this Interlocal Agreement acknowledge that decisions made by the TPO will be coordinated with the Department. 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 Governor 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 Transportation Planning Organization shall be Okaloosa-Walton 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, F.S., 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.

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 nineteen (19) voting members and five (5) 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 – Nineteen (19) members apportioned as follows:

- 4 members Okaloosa County Commission,
- 3 members Walton County Commission,
- 3 members City of Crestview City Council,
- 2 members City of Fort Walton Beach City Council,
- 2 members City of Destin City Council,
- 1 member City of Valparaiso City Commission,
- 1 member City of Niceville City Council,
- 1 member City of Mary Esther City Council,
- 1 member City of DeFuniak Springs City Council, and
- 1 member City of Freeport City Council.

Non-Voting Members – Florida Department of Transportation District Secretary, Eglin Air Force Base Encroachment Committee Representative, Okaloosa County School Board Representative, Walton County School Board Representative and Navarre area Santa Rosa County Commissioner. The TPO may appoint other non-voting member 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 the TPO 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 Governor, based on an agreement among the affected units of general-purpose local government as required by federal rules and regulations and shall be in compliance with 339.175(3) F.S.
- (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 Section 339.175(5) and (6), F.S.

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

- (a) As provided in Section 339.175(6)(g), F.S., 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), F.S., the TPO may enter into contracts for the performance of service functions of public agencies;
- (c) As provided in Section 163.01(5)(j), F.S., the TPO may acquire, own, operate, maintain, sell, or lease real and personal property;
- (d) As provided in Section 163.01(5)(m), F.S., 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 Section 163.01 and Section 339.175(5) and (6), F.S., and as may otherwise be 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) As provided in Section 339.175(6)(d), F.S., the TPO shall create and appoint a technical advisory committee;
- (b) As provided in Section 339.175(6)(e), F.S., the TPO shall create and appoint a citizens' advisory committee;
- (c) As provided in Section 163.01(5)(o), F.S., 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(9), F.S., 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 the Department, 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, F.S., and other applicable state and local laws;
- (f) As provided in Section 339.175(10)(a), F.S., 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) 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. The Department 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. The Department 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, 49 CFR §18.42, and Chapter 119, F.S.

Section 6.04. Compliance with laws. All parties shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the parties in conjunction with this Agreement. Specifically, if a party is acting on behalf of a public agency the party shall:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the Department in order to perform the services being performed by the party.
- (b) Provide the public with access to public records on the same terms and conditions that the Department would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (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 the Department 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 the Department in a format that is compatible with the information technology systems of the Department.

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 here to 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 Fort Walton Beach in the urbanized area and Crestview in the urban cluster, 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 party hereto is located; and
 - (2) The TPO shall contact The Office of the Governor and the Governor, with the agreement of the remaining members of the TPO, shall determine whether any reapportionment of the membership is appropriate. The Governor 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:

- Okaloosa-Walton Transportation Planning Organization
P.O. Box 11399
Pensacola, FL 32524-1399
- Okaloosa County Board of County Commissioners
1804 Lewis Turner Boulevard, Suite 100
Fort Walton beach, FL 32547
- Walton County Board of County Commissioners
P.O. Box 1260
DeFuniak Springs, FL 32435
- City of Crestview
P.O. Box 1209
Crestview, FL 32536
- City of Fort Walton Beach
107 Miracle Strip Parkway SW
Fort Walton Beach, FL 32548
- City of Destin
4200 Indian Bayou Trail
Destin, FL 32541
- City of Valparaiso
465 Valparaiso Parkway
Valparaiso, FL 32580
- City of Niceville
208 North Partin Drive
Niceville, FL 32578
- City of Mary Esther
195 Christobal Road N
Mary Esther, FL 32569
- City of DeFuniak Springs
P.O. Box 685
DeFuniak Springs, FL 32435
- City of Freeport
P.O. Box 339
Freeport, FL 32439
- Florida Department of Transportation

P.O. Box 607
Chipley, FL 32428-9990

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. 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 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 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:

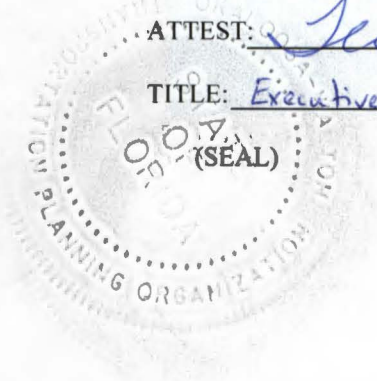
OKALOOSA-WALTON TRANSPORTATION PLANNING ORGANIZATION

BY: James T. Woods

TITLE: Chairman, o/w TPO

ATTEST: [Signature]

TITLE: Executive Director



OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS



BY: _____

TITLE: NATHAN D. BOYLES, CHAIRMAN

ATTEST: *Dany J. Stafford*

TITLE: _____

(SEAL)

Okaloosa County BCC approval on April 7, 2015.

WALTON COUNTY BOARD OF COUNTY COMMISSIONERS

BY: Ull Chyzer

TITLE: Acting Chair

ATTEST: Kim Walker

TITLE: Deputy Clerk

(SEAL)



CITY OF CRESTVIEW

BY: David Cudde

TITLE: Mayor

ATTEST: Glyndis M Roy

TITLE: City Clerk

(SEAL)

CITY OF FORT WALTON BEACH

BY: *Nelle And*

TITLE: *Mayor*

ATTEST: *Kim M Barnea*

TITLE: *City Clerk*



CITY OF DESTIN

BY: Sandy Hammell

TITLE: Mayor Pro Tem

ATTEST: [Signature]

TITLE: City Clerk

(SEAL)

CITY OF VALPARAISO

BY: [Signature]

TITLE: Commissioner

ATTEST: [Signature]

TITLE: City Clerk

(SEAL)

CITY OF NICEVILLE

BY: Randall Wine

TITLE: MAYOR

ATTEST: Daniel J. Doucet

TITLE: CITY CLERK

(SEAL)

CITY OF MARY ESTHER

BY: Margaret Jensen

TITLE: Mayor

ATTEST: Debra Williams

TITLE: City Clerk

(SEAL)



CITY OF DEFUNIAK SPRINGS

BY: Bob Campbell

TITLE: Mayor

ATTEST Janetta A. Laird

TITLE: City Clerk

(SEAL)

CITY OF FREEPORT

BY: [Signature]

TITLE: Mayor

ATTEST: [Signature]

TITLE: City Clerk

(SEAL)



FLORIDA DEPARTMENT OF TRANSPORTATION

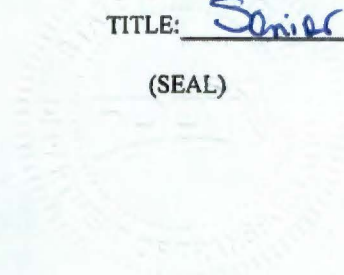
BY: _____

TITLE: _____

ATTEST: _____

TITLE: _____

(SEAL)



CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 04/05/2016

Contract/Lease Control #: C16-2390-BCC

Bid #: N/A

Contract/Lease Type: OKALOOSA-WALTON TRANSPORTATION PLANNING AGREEMENT

Award To/Lessee: N/A

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 4/07/2015

Term: N/A

Description of Contract/Lease: AGREEMENT TRANSPORTATION PLANNING

Department: BCC

Department Monitor: HOFSTAD

Monitor's Telephone #: 850-689-5960

Monitor's FAX # or E-mail: JHOFSTAD@CO.OKALOOSA,FL.US

Closed: _____

cc: Finance Department Contracts & Grants Office