

## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 04/28/2015

Contract/Lease Control #: C15-2297-GM

Bid #:

Contract/Lease Type: CONTRACT

Award To/Lessee: CITIES OF CRESTVIEW, DESTIN, CINCO BAYOU, NICEVILLE AND FORT WALTON BEACH

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 04/22/2015

Term: INDEFINITE

Description of Contract/Lease: MOA FOR PUBLIC TRANSIT COOPERATIVE

Department: GM

Department Monitor: KAMPERT

Monitor's Telephone #: 850-651-7180

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

Closed: \_\_\_\_\_

cc: Finance Department Contracts & Grants Office



## BOARD OF COUNTY COMMISSIONERS AGENDA REQUEST

**DATE:** April 21, 2015  
**TO:** Honorable Chairman and Members of the Board  
**FROM:** Elliot Kampert  
**SUBJECT:** Approval of Memorandum of Agreement for Transit Cooperative  
**DEPARTMENT:** Growth Management  
**BCC DISTRICT:** All

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**STATEMENT OF ISSUE:** The Board of County Commissioners must decide whether to enter into Memoranda of Agreement with the cities of Fort Walton Beach, Crestview, Niceville, Destin, and Cinco Bayou to form a transit cooperative to jointly address public transportation needs.

**BACKGROUND:** During the past several budget cycles, the Board of County Commissioners has sought financial assistance from the municipalities to help offset the costs of operating the County's public transportation system. In October 2014, the Board of County Commissioners approved a draft Memorandum of Agreement and authorized staff to work with the municipalities to create a transit cooperative through which participating cities would be able to have input into the design and operation of the public transportation system, and would be able to help fund operations. The County Attorney has reviewed and approved the Memorandum of Agreement.

The cities of Crestview, Fort Walton Beach, Niceville, Destin, and Cinco Bayou have signed the Agreement. The cities of Mary Esther, Valparaiso, and Laurel Hill as well as the Town of Shalimar have declined to do so at this time. However, in order for the Cooperative to begin formal discussions (there has been an ad hoc staff committee since 2014), staff from the cities that have approved the Memorandum as well as County staff believe that it is appropriate to form the Cooperative now and continue to work toward bringing the other cities into the agreement.

It is important to note that the Agreement does not establish a formula or methodology for municipal financial contributions to the system, but rather lays the groundwork for doing so.

If approved by the Board, it will be necessary for the Board of County Commissioners to appoint one of its members as its representative on the Cooperative.

**OPTIONS:** The Board of County Commissioners may approve or not approve the Memorandum of Agreement.

**RECOMMENDATIONS:** Staff recommends that the Board of County Commissioners approve and authorize the Memoranda of Agreement with the cities of Crestview, Fort Walton Beach, Niceville, Destin, and Cinco Bayou establishing the Okaloosa County Transit Cooperative, and that the Board further appoint one of its members to be its representative on the Cooperative.

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## Memorandum of Agreement Establishing an Okaloosa County Public Transit Cooperative

This Agreement is entered into among Okaloosa County, hereinafter referred to as the "County," and the municipalities of Crestview, Destin, Fort Walton Beach, Mary Esther, Niceville, Cinco Bayou, Laurel Hill, Valparaiso, and Shalimar, hereinafter referred to as "Participating Municipalities," each a municipal corporation located in Okaloosa County,

WHEREAS, Chapter 163, Florida Statutes, Intergovernmental Programs, Part I, Miscellaneous Programs, Section 163.01, The Florida Interlocal Cooperation Act of 1969, provides that public agencies of the State of Florida may exercise jointly with any other public agency of the State of Florida any power, privilege, or authority which such agencies share in common, and which each might exercise separately; and that a joint exercise of power by such agencies may be made by contract in the form of an interlocal agreement; and,

WHEREAS, Chapter 125, Florida Statutes, subsection 125.01(f), authorizes the County to provide public transportation service; and,

WHEREAS, Chapter 166, Florida Statutes, subsection 166.021(1), authorizes municipalities to render municipal services, and exercise any power for municipal services, and exercise any power for municipal purposes, except when expressly prohibited by law; and,

WHEREAS, the County and the Participating Municipalities desire to cooperate in a agreement to provide public Transit services that will serve both incorporated as well as unincorporated areas; and,

WHEREAS, Okaloosa County has been designated as the Community Transportation Coordinator for receipt of state and federal transit funds.

THEREFORE, the parties agree as follows:

1. PURPOSE: The County and Participating Municipalities agree to cooperate, pursuant to the terms of this Interlocal Agreement, in the operation of a public transit cooperative in Okaloosa County. In particular, it is the express purpose of the Agreement to provide for the coordination of fixed route transit service throughout the legal service area of the COOPERATIVE as provided herein and to formulate and implement consistent plans, programs, policies and procedures in the operation, maintenance and development of Transit service throughout the legal service areas of the participating entities.
2. DEFINITIONS:
  - a) "Cooperative" shall mean the Okaloosa County Public Transit Cooperative.

CERTIFIED A TRUE  
AND CORRECT COPY

JD PEACOCK II  
CLERK CIRCUIT COURT

BY Juan Ward  
DEPUTY CLERK

DATE 4-23-15



- b) "Cooperative Board" shall mean the governing body of the Okaloosa County Public Transit Cooperative as empowered pursuant to the Agreement
  - c) "Cooperative Coordinator" shall mean the employee of the County or Participating Municipalities who serves as the Transit Coordinator and Grants Manager for the Community Transportation Coordinator as provided in Section 427.0155, Florida Statutes.
  - d) "County" shall mean Okaloosa County, a political subdivision of the State of Florida.
  - e) "Cinco Bayou" shall mean the Town of Cinco Bayou, a municipal corporation located in Okaloosa County, FL.
  - f) "Crestview" shall mean the City of Crestview, a municipal corporation located in Okaloosa County, FL.
  - g) "Destin" shall mean the City of Destin, a municipal corporation located in Okaloosa County, FL.
  - h) "Fiscal Year" shall mean budget year October 1-September 30.
  - i) "Fixed Assets" is defined by the county as all property with value of \$1,000 or more purchased under the equipment control account, as amended from time to time. Fixed Assets shall be in accordance with Board directives, Florida Statutes, and the Rules of the Auditor General.
  - j) "Fort Walton Beach" shall mean the City of Fort Walton Beach, a municipal corporation located in Okaloosa County, FL.
  - k) "Laurel Hill" shall mean the City of Laurel Hill, a municipal corporation located in Okaloosa County, FL
  - l) "Mary Esther" shall mean the City of Mary Esther, a municipal corporation located in Okaloosa County, FL.
  - m) "Niceville" shall mean the City of Niceville, a municipal corporation located in Okaloosa County, FL.
  - n) "Participating Governing Bodies" shall mean the governing body of Okaloosa County and the governing bodies responsible for the decision and policy making activities of Participating Municipalities.
  - o) "Shalimar" shall mean the Town of Shalimar, a municipal corporation located in Okaloosa County, FL.
  - p) "Valparaiso" shall mean the City of Valparaiso, a municipal corporation located in Okaloosa County, FL.
3. This Agreement shall constitute the entire agreement of the parties hereto regarding the Okaloosa County Public Transit Cooperative. There are no promises, representations, or warranties other than those set forth herein. This Agreement shall be binding upon the parties and successors in interest, in accordance with its terms. Modifications or amendments of the Agreement shall be binding and valid when submitted in writing and approved by each Participating Governing Body and by the Cooperative Governing Board, and executed on behalf of each Participating Governing Body and the Cooperative Governing Board.



4. WITHDRAWAL AND TERMINATION: Any Participating Governing Body may withdraw from the Cooperative established by the Agreement, and thereby terminate its rights and responsibilities under the Agreement. The termination and withdrawal shall be effective on the next succeeding September 30, and shall be accomplished by the giving of written notice of the withdrawal and termination to the Governing Board and to each Participating Governing Body on or before June 1 prior to the September 30 effective date of termination.
  
5. ADDITION OF NEW MEMBERS:
  - a) Any municipality within Okaloosa County that meets the following minimum standards may become a party to the Agreement and a member of the Okaloosa County Public Transit Cooperative:
    - (1) Be administered by a governing board responsible for the decision and policy making activities of the entity.
    - (2) Have an annual budget capable of sustaining participation in the Transit cooperative as determined by the Governing Board.
    - (3) Submit a letter of intent for formal membership to the Okaloosa County Public Transit Cooperative Governing Board prior to May 1 of the current fiscal year and obtain approval by each Participating Governing Body and execution and delivery of a counterpart original of the Agreement (as then in force), prior to August 1 of the current fiscal year.
  
  - b) Upon satisfaction of these conditions, the proposed new participant shall become a party to the Agreement and a member of the Okaloosa County Public Transit Cooperative effective the next succeeding October 1, subject to all the provisions and obligations, and entitled to all the privileges and rights, accruing to all of the Participating Governing bodies under this Agreement.
  
6. COOPERATIVE BOARD: The name of the Cooperative governing body shall be Okaloosa County Public Transit Cooperative Board hereinafter called the Cooperative Board. Each Participating Governing Body shall appoint one of its members to the Cooperative Board; the Board of County Commissioners shall appoint one of its members to represent the unincorporated area of the county. Each Participating Governing Body shall designate at least one alternate representative to act on its behalf during any absence of its regular appointee. The office of Chair shall be elected from the members of the Cooperative Board. The term of the Chair shall be one year. The Cooperative Coordinator shall be an ex officio (non-voting) member of the board. Board members will not be paid a salary or wages. The Cooperative Board serves as the governing body for the Transit Cooperative and has the following powers, duties and responsibilities:
  - a) Managing the affairs of the Cooperative.
  - b) Bylaws will be established by the Governing Board.
  - c) There will be six or more open public meetings a year of the Governing Board.

- d) Review the operation of the public transit system and, as it may deem appropriate, recommend changes to the Board of County Commissioners regarding routes, stops, or other components of the fixed route system.
  - e) Participate in the funding of public fixed-route transportation as provided herein.
7. STAFFING: The Cooperative Coordinator shall be hired by the County and shall have the following minimal qualifications: Bachelor's degree with major course work in transportation planning, municipal planning, engineering, business or public administration or a related field; supplemented by a minimum of three (3) years progressively responsible planning experience in public or private transit system management, transit operations or transportation planning; Master's degree with two (2) years professional experience may substitute for the above requirements.

The Cooperative Coordinator shall be an employee of Okaloosa County, with compensation and benefits in accordance with County policy.

8. POWERS, DUTIES AND RESPONSIBILITIES OF THE COOPERATIVE COORDINATOR: The following activities, as a minimum, shall be as follows:
- a) Serves as an integral part of local and regional transportation teams which advise the Director on regional public transportation issues.
  - b) Directs and coordinates the development of short and long range transit system plans and improvements as may be inclusive based on the input and recommendations of the Cooperative Board.
  - c) Plans, directs and coordinates public transportation activities.
  - d) Identifies transportation issues, formulates alternatives and prepares recommendations for action, assures compliance with various planning requirements and regulations, participates in area transportation planning activities, oversees the development of transit improvement plans and provides Countywide technical support for public transit planning activities as may be inclusive based on the input and recommendations of the Cooperative Board.
  - e) Directs the preparation of capital and operating grants and oversees all transportation related grant activity including seeking funding sources.
  - f) Prepares and assists in the preparation of Board of County Commission reports related to transit, and other local, regional, and federal technical and special reports.
  - g) Makes presentations to the Board of County Commission as required and conducts special studies in response to policy issues raised by the County Administrator or the Board.
  - h) Participates in the preparation, administration and monitoring of all transit finances including operating budget, capital improvements, accounting and the Capital Improvement Program through the TPO.
  - i) Provides input for National Database reporting, TEAM and Safety and Security reporting.
  - j) Assures departmental compliance with local, state, regional and federal transportation

and transit planning requirements and regulations.

- k) Coordinates with the Clerk of Courts, Finance and Contract staffs to ensure accurate accounting of all transit revenues and expenditures.
  - l) Directs preparation of all invoices for federal, state and local funding sources.
  - m) Oversees efforts to develop transit improvement plans; updates the County's Transit Development Plan, Title VI Civil Rights and DBE reports as required by state and/or federal authorities.
  - n) Participates on government planning committees and citizen committees.
  - o) Addresses public groups and attends professional meetings.
  - p) Develops new service concepts.
  - q) Participates in contract negotiations, audits and federal grants and third-party contracts and in the development of cost allocation plans.
  - r) Directs and participates in the preparation of government purchasing documents (RFPs and bids) for transit service contracts; oversees administration of professional transit service contracts for bus service and maintenance, transit facility maintenance, capital project design and construction and other regional and local transit related contracts.
9. ANNUAL BUDGET: The transit budget shall be developed along a fiscal year beginning October 1 and ending September 30 each year. The budget shall be developed by the Cooperative Coordinator and shall take into account funds received from the Participating members, state, and federal governmental sources, and all other revenue sources received to provide Transit service. The budget shall be reviewed and recommendations shall be made by the Cooperative Board and shall be forwarded to the Board of County Commissioners for inclusion in the County's budget.
10. FISCAL RESPONSIBILITY: All funds administered by the Cooperative Coordinator shall be audited with the County's independent audit annually, which audit shall be presented to the Cooperative Board. Upon request, the Cooperative Coordinator shall furnish to each Participating Governing Body, within thirty (30) days following the previous period a written quarterly report regarding the use and expenditure of transit funds. Reports shall include quarterly revenues by source and expenditures, year-to-date expenditures, and the balance for the fiscal year. The form will be determined by the Cooperative. The governing body of each Participating Member shall furnish to the Cooperative Coordinator, within thirty (30) days following the previous period, a written quarterly report regarding the use and expenditure of funds, as they relate to transit functions, under the control of the Participating Governing Body.
11. APPROPRIATION OF PARTICIPATING MEMBER FUNDS: The members of the Cooperative shall establish a methodology for determining the appropriate contribution for operating the transit system. The methodology will be presented to each governing body signatory to this Agreement which the methodology indicates should contribute to the system. Upon approval of the methodology by the contributing jurisdictions, this Agreement shall be amended to include the methodology.

12. **ADDITIONAL RESPONSIBILITIES OF PARTICIPATING MEMBERS:** Participating Members shall abide by all state and federal laws, and specifically those relating to the provision of Transit services.
13. **SOVEREIGN IMMUNITY:** The parties further agree that nothing contained herein is intended to nor shall be construed a waiver of any Members rights and immunities under Florida Constitution, common law, or Florida Statutes 768.28 as amended from time to time.
14. **INSURANCE:** The Cooperative and Participating Governing Bodies shall provide, pay for, and maintain in force at all times during this Agreement insurance to cover its respective buildings, contents and vehicles, workers' compensation, liability and any other insurance required by law.
15. **MODIFICATION OF AGREEMENT:** Modifications, amendments, or alteration of the terms or conditions contained herein shall be effective when submitted in a written document executed by the parties hereto, with the same formality, and of equal dignity herewith.
16. **NOTICE:** All notices, demands, or other writings required to be given or made or sent in this Agreement, or which may be given or made or sent, by any party to the other, shall be deemed to have fully given or made or sent when in writing and addressed to:

CITY OF CRESTVIEW  
 CITY CLERK  
 City of Crestview  
 P. O. Box 1209  
 Crestview, FL. 32536

CITY OF DESTIN  
 CITY MANAGER  
 City of Destin  
 4200 Indian Bayou Trail  
 Destin, FL. 32541

CITY OF FORT WALTON BEACH  
 CITY MANAGER  
 City of Fort Walton Beach  
 107 Miracle Strip Parkway SW  
 Fort Walton Beach, FL. 32548

CITY OF MARY ESTHER  
 CITY MANAGER  
 City of Mary Esther  
 195 Christobal Road  
 Mary Esther, FL. 32569

OKALOOSA COUNTY  
 COUNTY ADMINISTRATOR  
 1804 Lewis Turner Blvd.  
 Suite 400  
 Fort Walton Beach, FL. 32547

TOWN OF CINCO BAYOU  
 TOWN CLERK  
 Town of Cinco Bayou  
 10 Yacht Club Drive  
 Cinco Bayou, Florida 32548

CITY OF LAUREL HILL  
 CITY CLERK  
 P.O. Box 158  
 Laurel Hill, FL 32567

TOWN OF SHALIMAR  
 MAYOR  
 2 Cherokee Road  
 Shalimar, FL 32579

CITY OF VALPARAISO  
 MAYOR  
 465 Valparaiso Parkway  
 Valparaiso, FL 32580

CITY OF NICEVILLE  
 MAYOR  
 208 N Partin Dr.  
 Niceville, FL 32578

17. **EFFECTIVE DATE:** This Agreement shall become effective between parties as it is approved and executed by each.



18. ENTIRE AGREEMENT: This Agreement embodies the entire agreement between the parties. It may not be modified or terminated except as provided herein. If any provision herein is invalid, it shall be considered deleted therefore, and shall not invalidate the remaining provisions.

19. GOVERNING LAW: The parties intend that this Agreement and the relationship of the parties shall be governed by the laws of the State of Florida. Venue for any action arising out of this Agreement between the parties shall be exclusively in Okaloosa County, Florida and nowhere else.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature.

**CITY OF CRESTVIEW**

ATTEST: Elizabeth M. Roy  
(Title): City Clerk

David Cadde  
Mayor, City of Crestview  
This 9<sup>th</sup> day of February, 2015

**CITY OF DESTIN**

ATTEST: \_\_\_\_\_  
(Title): \_\_\_\_\_

\_\_\_\_\_  
Mayor, City of Destin  
This \_\_\_\_ day of \_\_\_\_\_, 2015

**CITY OF FORT WALTON BEACH**

ATTEST: \_\_\_\_\_  
(Title): \_\_\_\_\_

\_\_\_\_\_  
Mayor, City of Fort Walton Beach  
This \_\_\_\_ day of \_\_\_\_\_, 2015

**CITY OF NICEVILLE**

ATTEST: \_\_\_\_\_

\_\_\_\_\_  
Mayor, City of Niceville

(Title): \_\_\_\_\_

This \_\_\_\_ day of \_\_\_\_\_, 2015

**CITY OF MARY ESTHER**

ATTEST: \_\_\_\_\_

\_\_\_\_\_  
Mayor, City of Mary Esther

(Title): \_\_\_\_\_

This \_\_\_\_ day of \_\_\_\_\_, 2015

**TOWN OF CINCO BAYOU**

ATTEST: \_\_\_\_\_

\_\_\_\_\_  
Mayor, Town of Cinco Bayou

(Title): \_\_\_\_\_

This \_\_\_\_ day of \_\_\_\_\_, 2015

**TOWN OF SHALIMAR**

ATTEST: \_\_\_\_\_

\_\_\_\_\_  
Mayor, Town of Shalimar

(Title): \_\_\_\_\_

This \_\_\_\_ day of \_\_\_\_\_, 2015

**CITY OF LAUREL HILL**

ATTEST: \_\_\_\_\_

\_\_\_\_\_  
Mayor, City of Laurel Hill

(Title): \_\_\_\_\_

This \_\_\_\_ day of \_\_\_\_\_, 2015

**CITY OF VALAPARAISO**

ATTEST: \_\_\_\_\_

\_\_\_\_\_  
Mayor, City of Valparaiso

(Title): \_\_\_\_\_

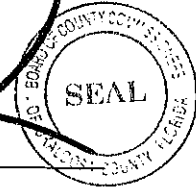
This \_\_\_\_ day of \_\_\_\_\_, 2015

OKALOOSA COUNTY

ATTEST: Amy J. Stanford



Nathan D. Boyles



Chairman, Okaloosa County  
Board of County Commissioners

(Title): Deputy Clerk

This 22nd day of April, 2015

Approved as to Form

Jenny Stewart  
County Attorney

CERTIFIED A TRUE  
AND CORRECT COPY

JD PEACOCK II  
CLERK CIRCUIT COURT

BY Jessie Ward  
DEPUTY CLERK



CONTRACT # C15-2297-GM  
CITIES OF CV, DESTIN, FWB, NICEVILLE,  
CINCO BAYOU,  
OKALOOSA COUNTY PUBLIC TRANSIT COOPERATIVE  
EXPIRES: INDEFINITE

WB

DATE 4-23-15 **Memorandum of Agreement Establishing an  
Okaloosa County Public Transit Cooperative**

This Agreement is entered into among Okaloosa County, hereinafter referred to as the "County," and the municipalities of Crestview, Destin, Fort Walton Beach, Mary Esther, Niceville, Cinco Bayou, Laurel Hill, Valparaiso, and Shalimar, hereinafter referred to as "Participating Municipalities," each a municipal corporation located in Okaloosa County,

WHEREAS, Chapter 163, Florida Statutes, Intergovernmental Programs, Part I, Miscellaneous Programs, Section 163.01, The Florida Interlocal Cooperation Act of 1969, provides that public agencies of the State of Florida may exercise jointly with any other public agency of the State of Florida any power, privilege, or authority which such agencies share in common, and which each might exercise separately; and that a joint exercise of power by such agencies may be made by contract in the form of an interlocal agreement; and,

WHEREAS, Chapter 125, Florida Statutes, subsection 125.01(f), authorizes the County to provide public transportation service; and,

WHEREAS, Chapter 166, Florida Statutes, subsection 166.021(1), authorizes municipalities to render municipal services, and exercise any power for municipal services, and exercise any power for municipal purposes, except when expressly prohibited by law; and,

WHEREAS, the County and the Participating Municipalities desire to cooperate in a agreement to provide public Transit services that will serve both incorporated as well as unincorporated areas; and,

WHEREAS, Okaloosa County has been designated as the Community Transportation Coordinator for receipt of state and federal transit funds.

THEREFORE, the parties agree as follows:

1. PURPOSE: The County and Participating Municipalities agree to cooperate, pursuant to the terms of this Interlocal Agreement, in the operation of a public transit cooperative in Okaloosa County. In particular, it is the express purpose of the Agreement to provide for the coordination of fixed route transit service throughout the legal service area of the COOPERATIVE as provided herein and to formulate and implement consistent plans, programs, policies and procedures in the operation, maintenance and development of Transit service throughout the legal service areas of the participating entities.
2. DEFINITIONS:
  - a) "Cooperative" shall mean the Okaloosa County Public Transit Cooperative.

- b) "Cooperative Board" shall mean the governing body of the Okaloosa County Public Transit Cooperative as empowered pursuant to the Agreement
  - c) "Cooperative Coordinator" shall mean the employee of the County or Participating Municipalities who serves as the Transit Coordinator and Grants Manager for the Community Transportation Coordinator as provided in Section 427.0155, Florida Statutes.
  - d) "County" shall mean Okaloosa County, a political subdivision of the State of Florida.
  - e) "Cinco Bayou" shall mean the Town of Cinco Bayou, a municipal corporation located in Okaloosa County, FL.
  - f) "Crestview" shall mean the City of Crestview, a municipal corporation located in Okaloosa County, FL.
  - g) "Destin" shall mean the City of Destin, a municipal corporation located in Okaloosa County, FL.
  - h) "Fiscal Year" shall mean budget year October 1-September 30.
  - i) "Fixed Assets" is defined by the county as all property with value of \$1,000 or more purchased under the equipment control account, as amended from time to time. Fixed Assets shall be in accordance with Board directives, Florida Statutes, and the Rules of the Auditor General.
  - j) "Fort Walton Beach" shall mean the City of Fort Walton Beach, a municipal corporation located in Okaloosa County, FL.
  - k) "Laurel Hill" shall mean the City of Laurel Hill, a municipal corporation located in Okaloosa County, FL
  - l) "Mary Esther" shall mean the City of Mary Esther, a municipal corporation located in Okaloosa County, FL.
  - m) "Niceville" shall mean the City of Niceville, a municipal corporation located in Okaloosa County, FL.
  - n) "Participating Governing Bodies" shall mean the governing body of Okaloosa County and the governing bodies responsible for the decision and policy making activities of Participating Municipalities.
  - o) "Shalimar" shall mean the Town of Shalimar, a municipal corporation located in Okaloosa County, FL.
  - p) "Valparaiso" shall mean the City of Valparaiso, a municipal corporation located in Okaloosa County, FL.
3. This Agreement shall constitute the entire agreement of the parties hereto regarding the Okaloosa County Public Transit Cooperative. There are no promises, representations, or warranties other than those set forth herein. This Agreement shall be binding upon the parties and successors in interest, in accordance with its terms. Modifications or amendments of the Agreement shall be binding and valid when submitted in writing and approved by each Participating Governing Body and by the Cooperative Governing Board, and executed on behalf of each Participating Governing Body and the Cooperative Governing Board.

4. WITHDRAWAL AND TERMINATION: Any Participating Governing Body may withdraw from the Cooperative established by the Agreement, and thereby terminate its rights and responsibilities under the Agreement. The termination and withdrawal shall be effective on the next succeeding September 30, and shall be accomplished by the giving of written notice of the withdrawal and termination to the Governing Board and to each Participating Governing Body on or before June 1 prior to the September 30 effective date of termination.

5. ADDITION OF NEW MEMBERS:

a) Any municipality within Okaloosa County that meets the following minimum standards may become a party to the Agreement and a member of the Okaloosa County Public Transit Cooperative:

(1) Be administered by a governing board responsible for the decision and policy making activities of the entity.

(2) Have an annual budget capable of sustaining participation in the Transit cooperative as determined by the Governing Board.

(3) Submit a letter of intent for formal membership to the Okaloosa County Public Transit Cooperative Governing Board prior to May 1 of the current fiscal year and obtain approval by each Participating Governing Body and execution and delivery of a counterpart original of the Agreement (as then in force), prior to August 1 of the current fiscal year.

b) Upon satisfaction of these conditions, the proposed new participant shall become a party to the Agreement and a member of the Okaloosa County Public Transit Cooperative effective the next succeeding October 1, subject to all the provisions and obligations, and entitled to all the privileges and rights, accruing to all of the Participating Governing bodies under this Agreement.

6. COOPERATIVE BOARD: The name of the Cooperative governing body shall be Okaloosa County Public Transit Cooperative Board hereinafter called the Cooperative Board. Each Participating Governing Body shall appoint one of its members to the Cooperative Board; the Board of County Commissioners shall appoint one of its members to represent the unincorporated area of the county. Each Participating Governing Body shall designate at least one alternate representative to act on its behalf during any absence of its regular appointee. The office of Chair shall be elected from the members of the Cooperative Board. The term of the Chair shall be one year. The Cooperative Coordinator shall be an ex officio (non-voting) member of the board. Board members will not be paid a salary or wages. The Cooperative Board serves as the governing body for the Transit Cooperative and has the following powers, duties and responsibilities:

a) Managing the affairs of the Cooperative.

b) Bylaws will be established by the Governing Board.

c) There will be six or more open public meetings a year of the Governing Board.



- d) Review the operation of the public transit system and, as it may deem appropriate, recommend changes to the Board of County Commissioners regarding routes, stops, or other components of the fixed route system.
  - e) Participate in the funding of public fixed-route transportation as provided herein.
7. STAFFING: The Cooperative Coordinator shall be hired by the County and shall have the following minimal qualifications: Bachelor's degree in with major course work in transportation planning, municipal planning, engineering, business or public administration or a related field; supplemented by a minimum of three (3) years progressively responsible planning experience in public or private transit system management, transit operations or transportation planning; Master's degree with two (2) years professional experience may substitute for the above requirements.

The Cooperative Coordinator shall be an employee of Okaloosa County, with compensation and benefits in accordance with County policy.

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  - b) Directs and coordinates the development of short and long range transit system plans and improvements as may be inclusive based on the input and recommendations of the Cooperative Board.
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  - d) Identifies transportation issues, formulates alternatives and prepares recommendations for action, assures compliance with various planning requirements and regulations, participates in area transportation planning activities, oversees the development of transit improvement plans and provides Countywide technical support for public transit planning activities as may be inclusive based on the input and recommendations of the Cooperative Board.
  - e) Directs the preparation of capital and operating grants and oversees all transportation related grant activity including seeking funding sources.
  - f) Prepares and assists in the preparation of Board of County Commission reports related to transit, and other local, regional, and federal technical and special reports.
  - g) Makes presentations to the Board of County Commission as required and conducts special studies in response to policy issues raised by the County Administrator or the Board.
  - h) Participates in the preparation, administration and monitoring of all transit finances including operating budget, capital improvements, accounting and the Capital Improvement Program through the TPO.
  - i) Provides input for National Database reporting, TEAM and Safety and Security reporting.
  - j) Assures departmental compliance with local, state, regional and federal transportation

- and transit planning requirements and regulations.
- k) Coordinates with the Clerk of Courts, Finance and Contract staffs to ensure accurate accounting of all transit revenues and expenditures.
  - l) Directs preparation of all invoices for federal, state and local funding sources.
  - m) Oversees efforts to develop transit improvement plans; updates the County's Transit Development Plan, Title VI Civil Rights and DBE reports as required by state and/or federal authorities.
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  - r) Directs and participates in the preparation of government purchasing documents (RFPs and bids) for transit service contracts; oversees administration of professional transit service contracts for bus service and maintenance, transit facility maintenance, capital project design and construction and other regional and local transit related contracts.
9. ANNUAL BUDGET: The transit budget shall be developed along a fiscal year beginning October 1 and ending September 30 each year. The budget shall be developed by the Cooperative Coordinator and shall take into account funds received from the Participating members, state, and federal governmental sources, and all other revenue sources received to provide Transit service. The budget shall be reviewed and recommendations shall be made by the Cooperative Board and shall be forwarded to the Board of County Commissioners for inclusion in the County's budget.
10. FISCAL RESPONSIBILITY: All funds administered by the Cooperative Coordinator shall be audited with the County's independent audit annually, which audit shall be presented to the Cooperative Board. Upon request, the Cooperative Coordinator shall furnish to each Participating Governing Body, within thirty (30) days following the previous period a written quarterly report regarding the use and expenditure of transit funds. Reports shall include quarterly revenues by source and expenditures, year-to-date expenditures, and the balance for the fiscal year. The form will be determined by the Cooperative. The governing body of each Participating Member shall furnish to the Cooperative Coordinator, within thirty (30) days following the previous period, a written quarterly report regarding the use and expenditure of funds, as they relate to transit functions, under the control of the Participating Governing Body.
11. APPROPRIATION OF PARTICIPATING MEMBER FUNDS: The members of the Cooperative shall establish a methodology for determining the appropriate contribution for operating the transit system. The methodology will be presented to each governing body signatory to this Agreement which the methodology indicates should contribute to the system. Upon approval of the methodology by the contributing jurisdictions, this Agreement shall be amended to include the methodology.

12. **ADDITIONAL RESPONSIBILITIES OF PARTICIPATING MEMBERS:** Participating Members shall abide by all state and federal laws, and specifically those relating to the provision of Transit services.
13. **SOVEREIGN IMMUNITY:** The parties further agree that nothing contained herein is intended to nor shall be construed a waiver of any Members rights and immunities under Florida Constitution, common law, or Florida Statutes 768.28 as amended from time to time.
14. **INSURANCE:** The Cooperative and Participating Governing Bodies shall provide, pay for, and maintain in force at all times during this Agreement insurance to cover its respective buildings, contents and vehicles, workers' compensation, liability and any other insurance required by law.
15. **MODIFICATION OF AGREEMENT:** Modifications, amendments, or alteration of the terms or conditions contained herein shall be effective when submitted in a written document executed by the parties hereto, with the same formality, and of equal dignity herewith.
16. **NOTICE:** All notices, demands, or other writings required to be given or made or sent in this Agreement, or which may be given or made or sent, by any party to the other, shall be deemed to have fully given or made or sent when in writing and addressed to:

CITY OF CRESTVIEW  
 CITY CLERK  
 City of Crestview  
 P. O. Box 1209  
 Crestview, FL. 32536

CITY OF DESTIN  
 CITY MANAGER  
 City of Destin  
 4200 Indian Bayou Trail  
 Destin, FL. 32541

CITY OF FORT WALTON BEACH  
 CITY MANAGER  
 City of Fort Walton Beach  
 107 Miracle Strip Parkway SW  
 Fort Walton Beach, FL. 32548

CITY OF MARY ESTHER  
 CITY MANAGER  
 City of Mary Esther  
 195 Christobal Road  
 Mary Esther, FL. 32569

OKALOOSA COUNTY  
 COUNTY ADMINISTRATOR  
 1804 Lewis Turner Blvd.  
 Suite 400  
 Fort Walton Beach, FL. 32547

TOWN OF CINCO BAYOU  
 TOWN CLERK  
 Town of Cinco Bayou  
 10 Yacht Club Drive  
 Cinco Bayou, Florida 32548

CITY OF LAUREL HILL  
 CITY CLERK  
 P.O. Box 158  
 Laurel Hill, FL 32567

TOWN OF SHALIMAR  
 MAYOR  
 2 Cherokee Road  
 Shalimar, FL 32579

CITY OF VALPARAISO  
 MAYOR  
 465 Valparaiso Parkway  
 Valparaiso, FL 32580

CITY OF NICEVILLE  
 MAYOR  
 208 N Partin Dr.  
 Niceville, FL 32578

17. **EFFECTIVE DATE:** This Agreement shall become effective between parties as it is approved and executed by each.

18. ENTIRE AGREEMENT: This Agreement embodies the entire agreement between the parties. It may not be modified or terminated except as provided herein. If any provision herein is invalid, it shall be considered deleted therefore, and shall not invalidate the remaining provisions.

19. GOVERNING LAW: The parties intend that this Agreement and the relationship of the parties shall be governed by the laws of the State of Florida. Venue for any action arising out of this Agreement between the parties shall be exclusively in Okaloosa County, Florida and nowhere else.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature.

**CITY OF CRESTVIEW**

ATTEST: \_\_\_\_\_

(Title): \_\_\_\_\_

\_\_\_\_\_  
Mayor, City of Crestview

This \_\_\_\_ day of \_\_\_\_\_, 2015

**CITY OF DESTIN**

ATTEST: \_\_\_\_\_

(Title): \_\_\_\_\_

\_\_\_\_\_  
Mayor, City of Destin

This \_\_\_\_ day of \_\_\_\_\_, 2015

**CITY OF FORT WALTON BEACH**

ATTEST: Kim M Barnes

(Title): City Clerk

Nike Arch  
\_\_\_\_\_  
Mayor, City of Fort Walton Beach

This 27<sup>th</sup> day of January, 2015

**CITY OF NICEVILLE**

ATTEST: \_\_\_\_\_

\_\_\_\_\_  
Mayor, City of Niceville

(Title): \_\_\_\_\_

This \_\_\_\_ day of \_\_\_\_\_, 2015

**CITY OF MARY ESTHER**

ATTEST: \_\_\_\_\_

\_\_\_\_\_  
Mayor, City of Mary Esther

(Title): \_\_\_\_\_

This \_\_\_\_ day of \_\_\_\_\_, 2015

**TOWN OF CINCO BAYOU**

ATTEST: \_\_\_\_\_

\_\_\_\_\_  
Mayor, Town of Cinco Bayou

(Title): \_\_\_\_\_

This \_\_\_\_ day of \_\_\_\_\_, 2015

**TOWN OF SHALIMAR**

ATTEST: \_\_\_\_\_

\_\_\_\_\_  
Mayor, Town of Shalimar

(Title): \_\_\_\_\_

This \_\_\_\_ day of \_\_\_\_\_, 2015

**CITY OF LAUREL HILL**

ATTEST: \_\_\_\_\_

\_\_\_\_\_  
Mayor, City of Laurel Hill

(Title): \_\_\_\_\_

This \_\_\_\_ day of \_\_\_\_\_, 2015

**CITY OF VALPARAISO**


ATTEST: \_\_\_\_\_

\_\_\_\_\_  
Mayor, City of Valparaiso

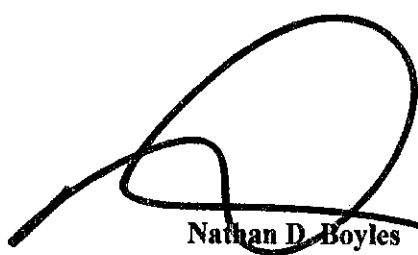
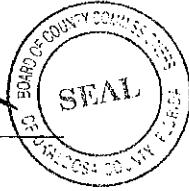
(Title): \_\_\_\_\_

This \_\_\_\_ day of \_\_\_\_\_, 2015

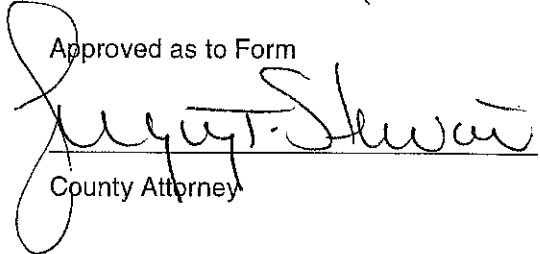
OKALOOSA COUNTY

ATTEST: *Dany J. Stumpf* 

(Title): *Deputy Clerk*

  
**Nathan D. Boyles** 

Chairman, Okaloosa County  
Board of County Commissioners  
This *22nd* day of *April*, 2015

Approved as to Form  
  
County Attorney





*ster*

DATE 4-23-15

## Memorandum of Agreement Establishing an Okaloosa County Public Transit Cooperative

This Agreement is entered into among Okaloosa County, hereinafter referred to as the "County," and the municipalities of Crestview, Destin, Fort Walton Beach, Mary Esther, Niceville, Cinco Bayou, Laurel Hill, Valparaiso, and Shalimar, hereinafter referred to as "Participating Municipalities," each a municipal corporation located in Okaloosa County,

WHEREAS, Chapter 163, Florida Statutes, Intergovernmental Programs, Part I, Miscellaneous Programs, Section 163.01, The Florida Interlocal Cooperation Act of 1969, provides that public agencies of the State of Florida may exercise jointly with any other public agency of the State of Florida any power, privilege, or authority which such agencies share in common, and which each might exercise separately; and that a joint exercise of power by such agencies may be made by contract in the form of an interlocal agreement; and,

WHEREAS, Chapter 125, Florida Statutes, subsection 125.01(f), authorizes the County to provide public transportation service; and,

WHEREAS, Chapter 166, Florida Statutes, subsection 166.021(1), authorizes municipalities to render municipal services, and exercise any power for municipal services, and exercise any power for municipal purposes, except when expressly prohibited by law; and,

WHEREAS, the County and the Participating Municipalities desire to cooperate in a agreement to provide public Transit services that will serve both incorporated as well as unincorporated areas; and,

WHEREAS, Okaloosa County has been designated as the Community Transportation Coordinator for receipt of state and federal transit funds.

THEREFORE, the parties agree as follows:

1. PURPOSE: The County and Participating Municipalities agree to cooperate, pursuant to the terms of this Interlocal Agreement, in the operation of a public transit cooperative in Okaloosa County. In particular, it is the express purpose of the Agreement to provide for the coordination of fixed route transit service throughout the legal service area of the COOPERATIVE as provided herein and to formulate and implement consistent plans, programs, policies and procedures in the operation, maintenance and development of Transit service throughout the legal service areas of the participating entities.
2. DEFINITIONS:
  - a) "Cooperative" shall mean the Okaloosa County Public Transit Cooperative.

- b) "Cooperative Board" shall mean the governing body of the Okaloosa County Public Transit Cooperative as empowered pursuant to the Agreement
  - c) "Cooperative Coordinator" shall mean the employee of the County or Participating Municipalities who serves as the Transit Coordinator and Grants Manager for the Community Transportation Coordinator as provided in Section 427.0155, Florida Statutes.
  - d) "County" shall mean Okaloosa County, a political subdivision of the State of Florida.
  - e) "Cinco Bayou" shall mean the Town of Cinco Bayou, a municipal corporation located in Okaloosa County, FL.
  - f) "Crestview" shall mean the City of Crestview, a municipal corporation located in Okaloosa County, FL.
  - g) "Destin" shall mean the City of Destin, a municipal corporation located in Okaloosa County, FL.
  - h) "Fiscal Year" shall mean budget year October 1-September 30.
  - i) "Fixed Assets" is defined by the county as all property with value of \$1,000 or more purchased under the equipment control account, as amended from time to time. Fixed Assets shall be in accordance with Board directives, Florida Statutes, and the Rules of the Auditor General.
  - j) "Fort Walton Beach" shall mean the City of Fort Walton Beach, a municipal corporation located in Okaloosa County, FL.
  - k) "Laurel Hill" shall mean the City of Laurel Hill, a municipal corporation located in Okaloosa County, FL.
  - l) "Mary Esther" shall mean the City of Mary Esther, a municipal corporation located in Okaloosa County, FL.
  - m) "Niceville" shall mean the City of Niceville, a municipal corporation located in Okaloosa County, FL.
  - n) "Participating Governing Bodies" shall mean the governing body of Okaloosa County and the governing bodies responsible for the decision and policy making activities of Participating Municipalities.
  - o) "Shalimar" shall mean the Town of Shalimar, a municipal corporation located in Okaloosa County, FL.
  - p) "Valparaiso" shall mean the City of Valparaiso, a municipal corporation located in Okaloosa County, FL.
3. This Agreement shall constitute the entire agreement of the parties hereto regarding the Okaloosa County Public Transit Cooperative. There are no promises, representations, or warranties other than those set forth herein. This Agreement shall be binding upon the parties and successors in interest, in accordance with its terms. Modifications or amendments of the Agreement shall be binding and valid when submitted in writing and approved by each Participating Governing Body and by the Cooperative Governing Board, and executed on behalf of each Participating Governing Body and the Cooperative Governing Board.

4. WITHDRAWAL AND TERMINATION: Any Participating Governing Body may withdraw from the Cooperative established by the Agreement, and thereby terminate its rights and responsibilities under the Agreement. The termination and withdrawal shall be effective on the next succeeding September 30, and shall be accomplished by the giving of written notice of the withdrawal and termination to the Governing Board and to each Participating Governing Body on or before June 1 prior to the September 30 effective date of termination.
  
5. ADDITION OF NEW MEMBERS:
  - a) Any municipality within Okaloosa County that meets the following minimum standards may become a party to the Agreement and a member of the Okaloosa County Public Transit Cooperative:
    - (1) Be administered by a governing board responsible for the decision and policy making activities of the entity.
    - (2) Have an annual budget capable of sustaining participation in the Transit cooperative as determined by the Governing Board.
    - (3) Submit a letter of intent for formal membership to the Okaloosa County Public Transit Cooperative Governing Board prior to May 1 of the current fiscal year and obtain approval by each Participating Governing Body and execution and delivery of a counterpart original of the Agreement (as then in force), prior to August 1 of the current fiscal year.
  
  - b) Upon satisfaction of these conditions, the proposed new participant shall become a party to the Agreement and a member of the Okaloosa County Public Transit Cooperative effective the next succeeding October 1, subject to all the provisions and obligations, and entitled to all the privileges and rights, accruing to all of the Participating Governing bodies under this Agreement.
  
6. COOPERATIVE BOARD: The name of the Cooperative governing body shall be Okaloosa County Public Transit Cooperative Board hereinafter called the Cooperative Board. Each Participating Governing Body shall appoint one of its members to the Cooperative Board; the Board of County Commissioners shall appoint one of its members to represent the unincorporated area of the county. Each Participating Governing Body shall designate at least one alternate representative to act on its behalf during any absence of its regular appointee. The office of Chair shall be elected from the members of the Cooperative Board. The term of the Chair shall be one year. The Cooperative Coordinator shall be an ex officio (non-voting) member of the board. Board members will not be paid a salary or wages. The Cooperative Board serves as the governing body for the Transit Cooperative and has the following powers, duties and responsibilities:
  - a) Managing the affairs of the Cooperative.
  - b) Bylaws will be established by the Governing Board.
  - c) There will be six or more open public meetings a year of the Governing Board.

- d) Review the operation of the public transit system and, as it may deem appropriate, recommend changes to the Board of County Commissioners regarding routes, stops, or other components of the fixed route system.
  - e) Participate in the funding of public fixed-route transportation as provided herein.
7. STAFFING: The Cooperative Coordinator shall be hired by the County and shall have the following minimal qualifications: Bachelor's degree with major course work in transportation planning, municipal planning, engineering, business or public administration or a related field; supplemented by a minimum of three (3) years progressively responsible planning experience in public or private transit system management, transit operations or transportation planning; Master's degree with two (2) years professional experience may substitute for the above requirements.

The Cooperative Coordinator shall be an employee of Okaloosa County, with compensation and benefits in accordance with County policy.

8. POWERS, DUTIES AND RESPONSIBILITIES OF THE COOPERATIVE COORDINATOR: The following activities, as a minimum, shall be as follows:
- a) Serves as an integral part of local and regional transportation teams which advise the Director on regional public transportation issues.
  - b) Directs and coordinates the development of short and long range transit system plans and improvements as may be inclusive based on the input and recommendations of the Cooperative Board.
  - c) Plans, directs and coordinates public transportation activities.
  - d) Identifies transportation issues, formulates alternatives and prepares recommendations for action, assures compliance with various planning requirements and regulations, participates in area transportation planning activities, oversees the development of transit improvement plans and provides Countywide technical support for public transit planning activities as may be inclusive based on the input and recommendations of the Cooperative Board.
  - e) Directs the preparation of capital and operating grants and oversees all transportation related grant activity including seeking funding sources.
  - f) Prepares and assists in the preparation of Board of County Commission reports related to transit, and other local, regional, and federal technical and special reports.
  - g) Makes presentations to the Board of County Commission as required and conducts special studies in response to policy issues raised by the County Administrator or the Board.
  - h) Participates in the preparation, administration and monitoring of all transit finances including operating budget, capital improvements, accounting and the Capital Improvement Program through the TPO.
  - i) Provides input for National Database reporting, TEAM and Safety and Security reporting.
  - j) Assures departmental compliance with local, state, regional and federal transportation

- and transit planning requirements and regulations.
- k) Coordinates with the Clerk of Courts, Finance and Contract staffs to ensure accurate accounting of all transit revenues and expenditures.
  - l) Directs preparation of all invoices for federal, state and local funding sources.
  - m) Oversees efforts to develop transit improvement plans; updates the County's Transit Development Plan, Title VI Civil Rights and DBE reports as required by state and/or federal authorities.
  - n) Participates on government planning committees and citizen committees.
  - o) Addresses public groups and attends professional meetings.
  - p) Develops new service concepts.
  - q) Participates in contract negotiations, audits and federal grants and third-party contracts and in the development of cost allocation plans.
  - r) Directs and participates in the preparation of government purchasing documents (RFPs and bids) for transit service contracts; oversees administration of professional transit service contracts for bus service and maintenance, transit facility maintenance, capital project design and construction and other regional and local transit related contracts.
9. ANNUAL BUDGET: The transit budget shall be developed along a fiscal year beginning October 1 and ending September 30 each year. The budget shall be developed by the Cooperative Coordinator and shall take into account funds received from the Participating members, state, and federal governmental sources, and all other revenue sources received to provide Transit service. The budget shall be reviewed and recommendations shall be made by the Cooperative Board and shall be forwarded to the Board of County Commissioners for inclusion in the County's budget.
10. FISCAL RESPONSIBILITY: All funds administered by the Cooperative Coordinator shall be audited with the County's independent audit annually, which audit shall be presented to the Cooperative Board. Upon request, the Cooperative Coordinator shall furnish to each Participating Governing Body, within thirty (30) days following the previous period a written quarterly report regarding the use and expenditure of transit funds. Reports shall include quarterly revenues by source and expenditures, year-to-date expenditures, and the balance for the fiscal year. The form will be determined by the Cooperative. The governing body of each Participating Member shall furnish to the Cooperative Coordinator, within thirty (30) days following the previous period, a written quarterly report regarding the use and expenditure of funds, as they relate to transit functions, under the control of the Participating Governing Body.
11. APPROPRIATION OF PARTICIPATING MEMBER FUNDS: The members of the Cooperative shall establish a methodology for determining the appropriate contribution for operating the transit system. The methodology will be presented to each governing body signatory to this Agreement which the methodology indicates should contribute to the system. Upon approval of the methodology by the contributing jurisdictions, this Agreement shall be amended to include the methodology.

12. **ADDITIONAL RESPONSIBILITIES OF PARTICIPATING MEMBERS:** Participating Members shall abide by all state and federal laws, and specifically those relating to the provision of Transit services.
13. **SOVEREIGN IMMUNITY:** The parties further agree that nothing contained herein is intended to nor shall be construed a waiver of any Members' rights and immunities under Florida Constitution, common law, or Florida Statutes 768.28 as amended from time to time.
14. **INSURANCE:** The Cooperative and Participating Governing Bodies shall provide, pay for, and maintain in force at all times during this Agreement insurance to cover its respective buildings, contents and vehicles, workers' compensation, liability and any other insurance required by law.
15. **MODIFICATION OF AGREEMENT:** Modifications, amendments, or alteration of the terms or conditions contained herein shall be effective when submitted in a written document executed by the parties hereto, with the same formality, and of equal dignity herewith.
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CITY OF CRESTVIEW  
 CITY CLERK  
 City of Crestview  
 P. O. Box 1209  
 Crestview, FL. 32536

CITY OF DESTIN  
 CITY MANAGER  
 City of Destin  
 4200 Indian Bayou Trail  
 Destin, FL. 32541

CITY OF FORT WALTON BEACH  
 CITY MANAGER  
 City of Fort Walton Beach  
 107 Miracle Strip Parkway SW  
 Fort Walton Beach, FL. 32548

CITY OF MARY ESTHER  
 CITY MANAGER  
 City of Mary Esther  
 195 Christobal Road  
 Mary Esther, FL. 32569

OKALOOSA COUNTY  
 COUNTY ADMINISTRATOR  
 1804 Lewis Turner Blvd.  
 Suite 400  
 Fort Walton Beach, FL. 32547

TOWN OF CINCO BAYOU  
 TOWN CLERK  
 Town of Cinco Bayou  
 10 Yacht Club Drive  
 Cinco Bayou, Florida 32548

CITY OF LAUREL HILL  
 CITY CLERK  
 P.O. Box 158  
 Laurel Hill, FL 32567

TOWN OF SHALIMAR  
 MAYOR  
 2 Cherokee Road  
 Shalimar, FL 32579

CITY OF VALPARAISO  
 MAYOR  
 465 Valparaiso Parkway  
 Valparaiso, FL 32580

CITY OF NICEVILLE  
 MAYOR  
 208 N Partin Dr.  
 Niceville, FL 32578

17. **EFFECTIVE DATE:** This Agreement shall become effective between parties as it is approved and executed by each.



18. ENTIRE AGREEMENT: This Agreement embodies the entire agreement between the parties. It may not be modified or terminated except as provided herein. If any provision herein is invalid, it shall be considered deleted therefore, and shall not invalidate the remaining provisions.

19. GOVERNING LAW: The parties intend that this Agreement and the relationship of the parties shall be governed by the laws of the State of Florida. Venue for any action arising out of this Agreement between the parties shall be exclusively in Okaloosa County, Florida and nowhere else.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature.

**CITY OF CRESTVIEW**

ATTEST: \_\_\_\_\_


(Title): \_\_\_\_\_

\_\_\_\_\_  
Mayor, City of Crestview  
This \_\_\_\_ day of \_\_\_\_\_, 2015

**CITY OF DESTIN**

ATTEST: \_\_\_\_\_

(Title): CITY CLERK

  
\_\_\_\_\_  
Mayor, City of Destin  
This 2<sup>nd</sup> day of FEBRUARY, 2015

**CITY OF FORT WALTON BEACH**

ATTEST: \_\_\_\_\_

(Title): \_\_\_\_\_

\_\_\_\_\_  
Mayor, City of Fort Walton Beach  
This \_\_\_\_ day of \_\_\_\_\_, 2015

**CITY OF NICEVILLE**

ATTEST: \_\_\_\_\_

\_\_\_\_\_  
Mayor, City of Niceville

(Title): \_\_\_\_\_

This \_\_\_\_ day of \_\_\_\_\_, 2015

**CITY OF MARY ESTHER**

ATTEST: \_\_\_\_\_

\_\_\_\_\_  
Mayor, City of Mary Esther

(Title): \_\_\_\_\_

This \_\_\_\_ day of \_\_\_\_\_, 2015

**TOWN OF CINCO BAYOU**

ATTEST: \_\_\_\_\_

\_\_\_\_\_  
Mayor, Town of Cinco Bayou

(Title): \_\_\_\_\_

This \_\_\_\_ day of \_\_\_\_\_, 2015

**TOWN OF SHALIMAR**

ATTEST: \_\_\_\_\_

\_\_\_\_\_  
Mayor, Town of Shalimar

(Title): \_\_\_\_\_

This \_\_\_\_ day of \_\_\_\_\_, 2015

**CITY OF LAUREL HILL**

ATTEST: \_\_\_\_\_

\_\_\_\_\_  
Mayor, City of Laurel Hill

(Title): \_\_\_\_\_

This \_\_\_\_ day of \_\_\_\_\_, 2015

**CITY OF VALPARAISO**


ATTEST: \_\_\_\_\_

\_\_\_\_\_  
Mayor, City of Valparaiso

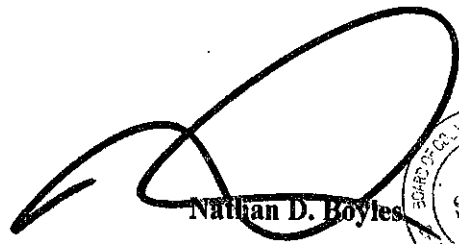
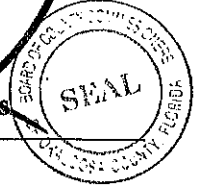
(Title): \_\_\_\_\_

This \_\_\_\_ day of \_\_\_\_\_, 2015

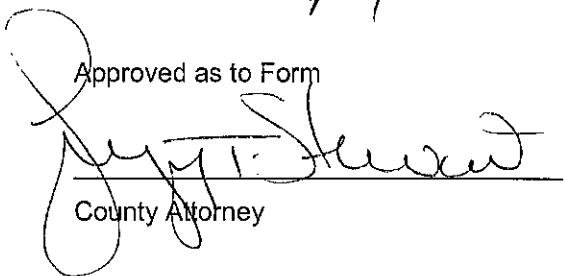
OKALOOSA COUNTY

ATTEST: *Sony J. Sutton* 

(Title): *Deputy Clerk*

  
Nathan D. Boyles 

Chairman, Okaloosa County  
Board of County Commissioners  
This *22nd* day of *April*, 2015

Approved as to Form  
  
County Attorney

CERTIFIED A TRUE  
AND CORRECT COPY

JD PEACOCK II  
CLERK CIRCUIT COURT

BY Jessie Ward  
DEPUTY CLERK



CONTRACT # C15-2297-GM  
CITIES OF CV, DESTIN, FWB, NICEVILLE,  
CINCO BAYOU,  
OKALOOSA COUNTY PUBLIC TRANSIT COOPERATIVE  
EXPIRES: INDEFINITE

*ville*

DATE 4-21-15 **Memorandum of Agreement Establishing an  
Okaloosa County Public Transit Cooperative**

This Agreement is entered into among Okaloosa County, hereinafter referred to as the "County," and the municipalities of Crestview, Destin, Fort Walton Beach, Mary Esther, Niceville, Cinco Bayou, Laurel Hill, Valparaiso, and Shalimar, hereinafter referred to as "Participating Municipalities," each a municipal corporation located in Okaloosa County,

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WHEREAS, Chapter 125, Florida Statutes, subsection 125.01(f), authorizes the County to provide public transportation service; and,

WHEREAS, Chapter 166, Florida Statutes, subsection 166.021(1), authorizes municipalities to render municipal services, and exercise any power for municipal services, and exercise any power for municipal purposes, except when expressly prohibited by law; and,

WHEREAS, the County and the Participating Municipalities desire to cooperate in a agreement to provide public Transit services that will serve both incorporated as well as unincorporated areas; and,

WHEREAS, Okaloosa County has been designated as the Community Transportation Coordinator for receipt of state and federal transit funds.

THEREFORE, the parties agree as follows:

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2. DEFINITIONS:
  - a) "Cooperative" shall mean the Okaloosa County Public Transit Cooperative.

- b) "Cooperative Board" shall mean the governing body of the Okaloosa County Public Transit Cooperative as empowered pursuant to the Agreement
  - c) "Cooperative Coordinator" shall mean the employee of the County or Participating Municipalities who serves as the Transit Coordinator and Grants Manager for the Community Transportation Coordinator as provided in Section 427.0155, Florida Statutes.
  - d) "County" shall mean Okaloosa County, a political subdivision of the State of Florida.
  - e) "Cinco Bayou" shall mean the Town of Cinco Bayou, a municipal corporation located in Okaloosa County, FL.
  - f) "Crestview" shall mean the City of Crestview, a municipal corporation located in Okaloosa County, FL.
  - g) "Destin" shall mean the City of Destin, a municipal corporation located in Okaloosa County, FL.
  - h) "Fiscal Year" shall mean budget year October 1-September 30.
  - i) "Fixed Assets" is defined by the county as all property with value of \$1,000 or more purchased under the equipment control account, as amended from time to time. Fixed Assets shall be in accordance with Board directives, Florida Statutes, and the Rules of the Auditor General.
  - j) "Fort Walton Beach" shall mean the City of Fort Walton Beach, a municipal corporation located in Okaloosa County, FL.
  - k) "Laurel Hill" shall mean the City of Laurel Hill, a municipal corporation located in Okaloosa County, FL.
  - l) "Mary Esther" shall mean the City of Mary Esther, a municipal corporation located in Okaloosa County, FL.
  - m) "Niceville" shall mean the City of Niceville, a municipal corporation located in Okaloosa County, FL.
  - n) "Participating Governing Bodies" shall mean the governing body of Okaloosa County and the governing bodies responsible for the decision and policy making activities of Participating Municipalities.
  - o) "Shalimar" shall mean the Town of Shalimar, a municipal corporation located in Okaloosa County, FL.
  - p) "Valparaiso" shall mean the City of Valparaiso, a municipal corporation located in Okaloosa County, FL.
3. This Agreement shall constitute the entire agreement of the parties hereto regarding the Okaloosa County Public Transit Cooperative. There are no promises, representations, or warranties other than those set forth herein. This Agreement shall be binding upon the parties and successors in interest, in accordance with its terms. Modifications or amendments of the Agreement shall be binding and valid when submitted in writing and approved by each Participating Governing Body and by the Cooperative Governing Board, and executed on behalf of each Participating Governing Body and the Cooperative Governing Board.

4. WITHDRAWAL AND TERMINATION: Any Participating Governing Body may withdraw from the Cooperative established by the Agreement, and thereby terminate its rights and responsibilities under the Agreement. The termination and withdrawal shall be effective on the next succeeding September 30, and shall be accomplished by the giving of written notice of the withdrawal and termination to the Governing Board and to each Participating Governing Body on or before June 1 prior to the September 30 effective date of termination.
  
5. ADDITION OF NEW MEMBERS:
  - a) Any municipality within Okaloosa County that meets the following minimum standards may become a party to the Agreement and a member of the Okaloosa County Public Transit Cooperative:
    - (1) Be administered by a governing board responsible for the decision and policy making activities of the entity.
    - (2) Have an annual budget capable of sustaining participation in the Transit cooperative as determined by the Governing Board.
    - (3) Submit a letter of intent for formal membership to the Okaloosa County Public Transit Cooperative Governing Board prior to May 1 of the current fiscal year and obtain approval by each Participating Governing Body and execution and delivery of a counterpart original of the Agreement (as then in force), prior to August 1 of the current fiscal year.
  
  - b) Upon satisfaction of these conditions, the proposed new participant shall become a party to the Agreement and a member of the Okaloosa County Public Transit Cooperative effective the next succeeding October 1, subject to all the provisions and obligations, and entitled to all the privileges and rights, accruing to all of the Participating Governing bodies under this Agreement.
  
6. COOPERATIVE BOARD: The name of the Cooperative governing body shall be Okaloosa County Public Transit Cooperative Board hereinafter called the Cooperative Board. Each Participating Governing Body shall appoint one of its members to the Cooperative Board; the Board of County Commissioners shall appoint one of its members to represent the unincorporated area of the county. Each Participating Governing Body shall designate at least one alternate representative to act on its behalf during any absence of its regular appointee. The office of Chair shall be elected from the members of the Cooperative Board. The term of the Chair shall be one year. The Cooperative Coordinator shall be an ex officio (non-voting) member of the board. Board members will not be paid a salary or wages. The Cooperative Board serves as the governing body for the Transit Cooperative and has the following powers, duties and responsibilities:
  - a) Managing the affairs of the Cooperative.
  - b) Bylaws will be established by the Governing Board.
  - c) There will be six or more open public meetings a year of the Governing Board.



- d) Review the operation of the public transit system and, as it may deem appropriate, recommend changes to the Board of County Commissioners regarding routes, stops, or other components of the fixed route system.
  - e) Participate in the funding of public fixed-route transportation as provided herein.
7. STAFFING: The Cooperative Coordinator shall be hired by the County and shall have the following minimal qualifications: Bachelor's degree with major course work in transportation planning, municipal planning, engineering, business or public administration or a related field; supplemented by a minimum of three (3) years progressively responsible planning experience in public or private transit system management, transit operations or transportation planning; Master's degree with two (2) years professional experience may substitute for the above requirements.

The Cooperative Coordinator shall be an employee of Okaloosa County, with compensation and benefits in accordance with County policy.

8. POWERS, DUTIES AND RESPONSIBILITIES OF THE COOPERATIVE COORDINATOR: The following activities, as a minimum, shall be as follows:
- a) Serves as an integral part of local and regional transportation teams which advise the Director on regional public transportation issues.
  - b) Directs and coordinates the development of short and long range transit system plans and improvements as may be inclusive based on the input and recommendations of the Cooperative Board.
  - c) Plans, directs and coordinates public transportation activities.
  - d) Identifies transportation issues, formulates alternatives and prepares recommendations for action, assures compliance with various planning requirements and regulations, participates in area transportation planning activities, oversees the development of transit improvement plans and provides Countywide technical support for public transit planning activities as may be inclusive based on the input and recommendations of the Cooperative Board.
  - e) Directs the preparation of capital and operating grants and oversees all transportation related grant activity including seeking funding sources.
  - f) Prepares and assists in the preparation of Board of County Commission reports related to transit, and other local, regional, and federal technical and special reports.
  - g) Makes presentations to the Board of County Commission as required and conducts special studies in response to policy issues raised by the County Administrator or the Board.
  - h) Participates in the preparation, administration and monitoring of all transit finances including operating budget, capital improvements, accounting and the Capital Improvement Program through the TPO.
  - i) Provides input for National Database reporting, TEAM and Safety and Security reporting.
  - j) Assures departmental compliance with local, state, regional and federal transportation

and transit planning requirements and regulations.

- k) Coordinates with the Clerk of Courts, Finance and Contract staffs to ensure accurate accounting of all transit revenues and expenditures.
  - l) Directs preparation of all invoices for federal, state and local funding sources.
  - m) Oversees efforts to develop transit improvement plans; updates the County's Transit Development Plan, Title VI Civil Rights and DBE reports as required by state and/or federal authorities.
  - n) Participates on government planning committees and citizen committees.
  - o) Addresses public groups and attends professional meetings.
  - p) Develops new service concepts.
  - q) Participates in contract negotiations, audits and federal grants and third-party contracts and in the development of cost allocation plans.
  - r) Directs and participates in the preparation of government purchasing documents (RFPs and bids) for transit service contracts; oversees administration of professional transit service contracts for bus service and maintenance, transit facility maintenance, capital project design and construction and other regional and local transit related contracts.
9. ANNUAL BUDGET: The transit budget shall be developed along a fiscal year beginning October 1 and ending September 30 each year. The budget shall be developed by the Cooperative Coordinator and shall take into account funds received from the Participating members, state, and federal governmental sources, and all other revenue sources received to provide Transit service. The budget shall be reviewed and recommendations shall be made by the Cooperative Board and shall be forwarded to the Board of County Commissioners for inclusion in the County's budget.
10. FISCAL RESPONSIBILITY: All funds administered by the Cooperative Coordinator shall be audited with the County's independent audit annually, which audit shall be presented to the Cooperative Board. Upon request, the Cooperative Coordinator shall furnish to each Participating Governing Body, within thirty (30) days following the previous period a written quarterly report regarding the use and expenditure of transit funds. Reports shall include quarterly revenues by source and expenditures, year-to-date expenditures, and the balance for the fiscal year. The form will be determined by the Cooperative. The governing body of each Participating Member shall furnish to the Cooperative Coordinator, within thirty (30) days following the previous period, a written quarterly report regarding the use and expenditure of funds, as they relate to transit functions, under the control of the Participating Governing Body.
11. APPROPRIATION OF PARTICIPATING MEMBER FUNDS: The members of the Cooperative shall establish a methodology for determining the appropriate contribution for operating the transit system. The methodology will be presented to each governing body signatory to this Agreement which the methodology indicates should contribute to the system. Upon approval of the methodology by the contributing jurisdictions, this Agreement shall be amended to include the methodology.

12. **ADDITIONAL RESPONSIBILITIES OF PARTICIPATING MEMBERS:** Participating Members shall abide by all state and federal laws, and specifically those relating to the provision of Transit services.
13. **SOVEREIGN IMMUNITY:** The parties further agree that nothing contained herein is intended to nor shall be construed a waiver of any Members rights and immunities under Florida Constitution, common law, or Florida Statutes 768.28 as amended from time to time.
14. **INSURANCE:** The Cooperative and Participating Governing Bodies shall provide, pay for, and maintain in force at all times during this Agreement insurance to cover its respective buildings, contents and vehicles, workers' compensation, liability and any other insurance required by law.
15. **MODIFICATION OF AGREEMENT:** Modifications, amendments, or alteration of the terms or conditions contained herein shall be effective when submitted in a written document executed by the parties hereto, with the same formality, and of equal dignity herewith.
16. **NOTICE:** All notices, demands, or other writings required to be given or made or sent in this Agreement, or which may be given or made or sent, by any party to the other, shall be deemed to have fully given or made or sent when in writing and addressed to:

CITY OF CRESTVIEW  
 CITY CLERK  
 City of Crestview  
 P. O. Box 1209  
 Crestview, FL. 32536

CITY OF DESTIN  
 CITY MANAGER  
 City of Destin  
 4200 Indian Bayou Trail  
 Destin, FL. 32541

CITY OF FORT WALTON BEACH  
 CITY MANAGER  
 City of Fort Walton Beach  
 107 Miracle Strip Parkway SW  
 Fort Walton Beach, FL. 32548

CITY OF MARY ESTHER  
 CITY MANAGER  
 City of Mary Esther  
 195 Christobal Road  
 Mary Esther, FL. 32569

OKALOOSA COUNTY  
 COUNTY ADMINISTRATOR  
 1804 Lewis Turner Blvd.  
 Suite 400  
 Fort Walton Beach, FL. 32547

TOWN OF CINCO BAYOU  
 TOWN CLERK  
 Town of Cinco Bayou  
 10 Yacht Club Drive  
 Cinco Bayou, Florida 32548

CITY OF LAUREL HILL  
 CITY CLERK  
 P.O. Box 158  
 Laurel Hill, FL 32567

TOWN OF SHALIMAR  
 MAYOR  
 2 Cherokee Road  
 Shalimar, FL 32579

CITY OF VALPARAISO  
 MAYOR  
 465 Valparaiso Parkway  
 Valparaiso, FL 32580

CITY OF NICEVILLE  
 MAYOR  
 208 N Partin Dr.  
 Niceville, FL 32578

17. **EFFECTIVE DATE:** This Agreement shall become effective between parties as it is approved and executed by each.

18. ENTIRE AGREEMENT: This Agreement embodies the entire agreement between the parties. It may not be modified or terminated except as provided herein. If any provision herein is invalid, it shall be considered deleted therefore, and shall not invalidate the remaining provisions.

19. GOVERNING LAW: The parties intend that this Agreement and the relationship of the parties shall be governed by the laws of the State of Florida. Venue for any action arising out of this Agreement between the parties shall be exclusively in Okaloosa County, Florida and nowhere else.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature.

**CITY OF CRESTVIEW**

ATTEST: \_\_\_\_\_

(Title): \_\_\_\_\_

\_\_\_\_\_

Mayor, City of Crestview

This \_\_\_\_ day of \_\_\_\_\_, 2015

**CITY OF DESTIN**

ATTEST: \_\_\_\_\_

(Title): \_\_\_\_\_

\_\_\_\_\_

Mayor, City of Destin

This \_\_\_\_ day of \_\_\_\_\_, 2015

**CITY OF FORT WALTON BEACH**

ATTEST: \_\_\_\_\_

(Title): \_\_\_\_\_

\_\_\_\_\_

Mayor, City of Fort Walton Beach

This \_\_\_\_ day of \_\_\_\_\_, 2015

**CITY OF NICEVILLE**

ATTEST: Daniel F. Doucet

(Title): City Clerk

Randall Wise

Mayor, City of Niceville

This 4<sup>th</sup> day of MARCH, 2015

**CITY OF MARY ESTHER**

ATTEST: \_\_\_\_\_

(Title): \_\_\_\_\_

\_\_\_\_\_

Mayor, City of Mary Esther

This \_\_\_\_ day of \_\_\_\_\_, 2015

**TOWN OF CINCO BAYOU**

ATTEST: \_\_\_\_\_

(Title): \_\_\_\_\_

\_\_\_\_\_

Mayor, Town of Cinco Bayou

This \_\_\_\_ day of \_\_\_\_\_, 2015

**TOWN OF SHALIMAR**

ATTEST: \_\_\_\_\_

(Title): \_\_\_\_\_

\_\_\_\_\_

Mayor, Town of Shalimar

This \_\_\_\_ day of \_\_\_\_\_, 2015

**CITY OF LAUREL HILL**

ATTEST: \_\_\_\_\_

(Title): \_\_\_\_\_

\_\_\_\_\_

Mayor, City of Laurel Hill

This \_\_\_\_ day of \_\_\_\_\_, 2015

**CITY OF VALPARAISO**

ATTEST: \_\_\_\_\_

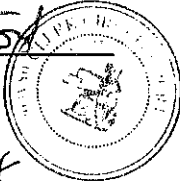
(Title): \_\_\_\_\_

\_\_\_\_\_

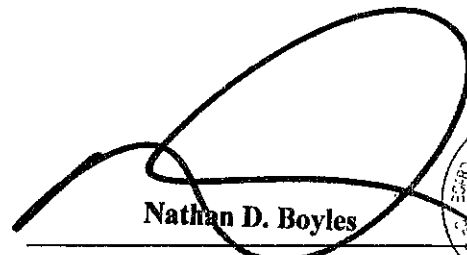
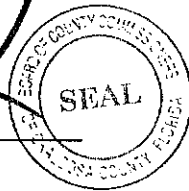
Mayor, City of Valparaiso

This \_\_\_\_ day of \_\_\_\_\_, 2015

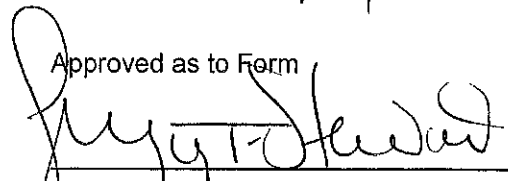
OKALOOSA COUNTY

ATTEST: Amy J. Stuford  


(Title): Deputy Clerk

  
**Nathan D. Boyles**  


Chairman, Okaloosa County  
Board of County Commissioners  
This 22<sup>nd</sup> day of April, 2015

Approved as to Form  
  
County Attorney

CERTIFIED TRUE  
AND CORRECT COPY

JD PEACOCK II  
CLERK CIRCUIT COURT

BY Jessie Ward  
DEPUTY CLERK



CONTRACT # C15-2297-GM  
CITIES OF CV, DESTIN, FWB, NICEVILLE,  
CINCO BAYOU,  
OKALOOSA COUNTY PUBLIC TRANSIT COOPERATIVE  
EXPIRES: INDEFINITE

*o Bayou*

DATE 4-23-15

## Memorandum of Agreement Establishing an Okaloosa County Public Transit Cooperative

This Agreement is entered into among Okaloosa County, hereinafter referred to as the "County," and the municipalities of Crestview, Destin, Fort Walton Beach, Mary Esther, Niceville, Cinco Bayou, Laurel Hill, Valparaiso, and Shalimar, hereinafter referred to as "Participating Municipalities," each a municipal corporation located in Okaloosa County,

WHEREAS, Chapter 163, Florida Statutes, Intergovernmental Programs, Part I, Miscellaneous Programs, Section 163.01, The Florida Interlocal Cooperation Act of 1969, provides that public agencies of the State of Florida may exercise jointly with any other public agency of the State of Florida any power, privilege, or authority which such agencies share in common, and which each might exercise separately; and that a joint exercise of power by such agencies may be made by contract in the form of an interlocal agreement; and,

WHEREAS, Chapter 125, Florida Statutes, subsection 125.01(f), authorizes the County to provide public transportation service; and,

WHEREAS, Chapter 166, Florida Statutes, subsection 166.021(1), authorizes municipalities to render municipal services, and exercise any power for municipal services, and exercise any power for municipal purposes, except when expressly prohibited by law; and,

WHEREAS, the County and the Participating Municipalities desire to cooperate in a agreement to provide public Transit services that will serve both incorporated as well as unincorporated areas; and,

WHEREAS, Okaloosa County has been designated as the Community Transportation Coordinator for receipt of state and federal transit funds.

THEREFORE, the parties agree as follows:

1. PURPOSE: The County and Participating Municipalities agree to cooperate, pursuant to the terms of this Interlocal Agreement, in the operation of a public transit cooperative in Okaloosa County. In particular, it is the express purpose of the Agreement to provide for the coordination of fixed route transit service throughout the legal service area of the COOPERATIVE as provided herein and to formulate and implement consistent plans, programs, policies and procedures in the operation, maintenance and development of Transit service throughout the legal service areas of the participating entities.
2. DEFINITIONS:
  - a) "Cooperative" shall mean the Okaloosa County Public Transit Cooperative.

- b) "Cooperative Board" shall mean the governing body of the Okaloosa County Public Transit Cooperative as empowered pursuant to the Agreement
  - c) "Cooperative Coordinator" shall mean the employee of the County or Participating Municipalities who serves as the Transit Coordinator and Grants Manager for the Community Transportation Coordinator as provided in Section 427.0155, Florida Statutes.
  - d) "County" shall mean Okaloosa County, a political subdivision of the State of Florida.
  - e) "Cinco Bayou" shall mean the Town of Cinco Bayou, a municipal corporation located in Okaloosa County, FL.
  - f) "Crestview" shall mean the City of Crestview, a municipal corporation located in Okaloosa County, FL.
  - g) "Destin" shall mean the City of Destin, a municipal corporation located in Okaloosa County, FL.
  - h) "Fiscal Year" shall mean budget year October 1-September 30.
  - i) "Fixed Assets" is defined by the county as all property with value of \$1,000 or more purchased under the equipment control account, as amended from time to time. Fixed Assets shall be in accordance with Board directives, Florida Statutes, and the Rules of the Auditor General.
  - j) "Fort Walton Beach" shall mean the City of Fort Walton Beach, a municipal corporation located in Okaloosa County, FL.
  - k) "Laurel Hill" shall mean the City of Laurel Hill, a municipal corporation located in Okaloosa County, FL.
  - l) "Mary Esther" shall mean the City of Mary Esther, a municipal corporation located in Okaloosa County, FL.
  - m) "Niceville" shall mean the City of Niceville, a municipal corporation located in Okaloosa County, FL.
  - n) "Participating Governing Bodies" shall mean the governing body of Okaloosa County and the governing bodies responsible for the decision and policy making activities of Participating Municipalities.
  - o) "Shalimar" shall mean the Town of Shalimar, a municipal corporation located in Okaloosa County, FL.
  - p) "Valparaiso" shall mean the City of Valparaiso, a municipal corporation located in Okaloosa County, FL.
3. This Agreement shall constitute the entire agreement of the parties hereto regarding the Okaloosa County Public Transit Cooperative. There are no promises, representations, or warranties other than those set forth herein. This Agreement shall be binding upon the parties and successors in interest, in accordance with its terms. Modifications or amendments of the Agreement shall be binding and valid when submitted in writing and approved by each Participating Governing Body and by the Cooperative Governing Board, and executed on behalf of each Participating Governing Body and the Cooperative Governing Board.



4. WITHDRAWAL AND TERMINATION: Any Participating Governing Body may withdraw from the Cooperative established by the Agreement, and thereby terminate its rights and responsibilities under the Agreement. The termination and withdrawal shall be effective on the next succeeding September 30, and shall be accomplished by the giving of written notice of the withdrawal and termination to the Governing Board and to each Participating Governing Body on or before June 1 prior to the September 30 effective date of termination.
  
5. ADDITION OF NEW MEMBERS:
  - a) Any municipality within Okaloosa County that meets the following minimum standards may become a party to the Agreement and a member of the Okaloosa County Public Transit Cooperative:
    - (1) Be administered by a governing board responsible for the decision and policy making activities of the entity.
    - (2) Have an annual budget capable of sustaining participation in the Transit cooperative as determined by the Governing Board.
    - (3) Submit a letter of intent for formal membership to the Okaloosa County Public Transit Cooperative Governing Board prior to May 1 of the current fiscal year and obtain approval by each Participating Governing Body and execution and delivery of a counterpart original of the Agreement (as then in force), prior to August 1 of the current fiscal year.
  
  - b) Upon satisfaction of these conditions, the proposed new participant shall become a party to the Agreement and a member of the Okaloosa County Public Transit Cooperative effective the next succeeding October 1, subject to all the provisions and obligations, and entitled to all the privileges and rights, accruing to all of the Participating Governing bodies under this Agreement.
  
6. COOPERATIVE BOARD: The name of the Cooperative governing body shall be Okaloosa County Public Transit Cooperative Board hereinafter called the Cooperative Board. Each Participating Governing Body shall appoint one of its members to the Cooperative Board; the Board of County Commissioners shall appoint one of its members to represent the unincorporated area of the county. Each Participating Governing Body shall designate at least one alternate representative to act on its behalf during any absence of its regular appointee. The office of Chair shall be elected from the members of the Cooperative Board. The term of the Chair shall be one year. The Cooperative Coordinator shall be an ex officio (non-voting) member of the board. Board members will not be paid a salary or wages. The Cooperative Board serves as the governing body for the Transit Cooperative and has the following powers, duties and responsibilities:
  - a) Managing the affairs of the Cooperative.
  - b) Bylaws will be established by the Governing Board.
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- d) Review the operation of the public transit system and, as it may deem appropriate, recommend changes to the Board of County Commissioners regarding routes, stops, or other components of the fixed route system.
  - e) Participate in the funding of public fixed-route transportation as provided herein.
7. STAFFING: The Cooperative Coordinator shall be hired by the County and shall have the following minimal qualifications: Bachelor's degree with major course work in transportation planning, municipal planning, engineering, business or public administration or a related field; supplemented by a minimum of three (3) years progressively responsible planning experience in public or private transit system management, transit operations or transportation planning; Master's degree with two (2) years professional experience may substitute for the above requirements.

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- a) Serves as an integral part of local and regional transportation teams which advise the Director on regional public transportation issues.
  - b) Directs and coordinates the development of short and long range transit system plans and improvements as may be inclusive based on the input and recommendations of the Cooperative Board.
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  - i) Provides input for National Database reporting, TEAM and Safety and Security reporting.
  - j) Assures departmental compliance with local, state, regional and federal transportation

and transit planning requirements and regulations.

- k) Coordinates with the Clerk of Courts, Finance and Contract staffs to ensure accurate accounting of all transit revenues and expenditures.
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  - o) Addresses public groups and attends professional meetings.
  - p) Develops new service concepts.
  - q) Participates in contract negotiations, audits and federal grants and third-party contracts and in the development of cost allocation plans.
  - r) Directs and participates in the preparation of government purchasing documents (RFPs and bids) for transit service contracts; oversees administration of professional transit service contracts for bus service and maintenance, transit facility maintenance, capital project design and construction and other regional and local transit related contracts.
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12. **ADDITIONAL RESPONSIBILITIES OF PARTICIPATING MEMBERS:** Participating Members shall abide by all state and federal laws, and specifically those relating to the provision of Transit services.
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14. **INSURANCE:** The Cooperative and Participating Governing Bodies shall provide, pay for, and maintain in force at all times during this Agreement insurance to cover its respective buildings, contents and vehicles, workers' compensation, liability and any other insurance required by law.
15. **MODIFICATION OF AGREEMENT:** Modifications, amendments, or alteration of the terms or conditions contained herein shall be effective when submitted in a written document executed by the parties hereto, with the same formality, and of equal dignity herewith.
16. **NOTICE:** All notices, demands, or other writings required to be given or made or sent in this Agreement, or which may be given or made or sent, by any party to the other, shall be deemed to have fully given or made or sent when in writing and addressed to:

CITY OF CRESTVIEW  
 CITY CLERK  
 City of Crestview  
 P. O. Box 1209  
 Crestview, FL. 32536

CITY OF DESTIN  
 CITY MANAGER  
 City of Destin  
 4200 Indian Bayou Trail  
 Destin, FL. 32541

CITY OF FORT WALTON BEACH  
 CITY MANAGER  
 City of Fort Walton Beach  
 107 Miracle Strip Parkway SW  
 Fort Walton Beach, FL. 32548

CITY OF MARY ESTHER  
 CITY MANAGER  
 City of Mary Esther  
 195 Christobal Road  
 Mary Esther, FL. 32569

OKALOOSA COUNTY  
 COUNTY ADMINISTRATOR  
 1804 Lewis Turner Blvd.  
 Suite 400  
 Fort Walton Beach, FL. 32547

TOWN OF CINCO BAYOU  
 TOWN CLERK  
 Town of Cinco Bayou  
 10 Yacht Club Drive  
 Cinco Bayou, Florida 32548

CITY OF LAUREL HILL  
 CITY CLERK  
 P.O. Box 158  
 Laurel Hill, FL 32567

TOWN OF SHALIMAR  
 MAYOR  
 2 Cherokee Road  
 Shalimar, FL 32579

CITY OF VALPARAISO  
 MAYOR  
 465 Valparaiso Parkway  
 Valparaiso, FL 32580

CITY OF NICEVILLE  
 MAYOR  
 208 N Partin Dr.  
 Niceville, FL 32578

17. **EFFECTIVE DATE:** This Agreement shall become effective between parties as it is approved and executed by each.

18. ENTIRE AGREEMENT: This Agreement embodies the entire agreement between the parties. It may not be modified or terminated except as provided herein. If any provision herein is invalid, it shall be considered deleted therefore, and shall not invalidate the remaining provisions.

19. GOVERNING LAW: The parties intend that this Agreement and the relationship of the parties shall be governed by the laws of the State of Florida. Venue for any action arising out of this Agreement between the parties shall be exclusively in Okaloosa County, Florida and nowhere else.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature.

**CITY OF CRESTVIEW**

ATTEST: \_\_\_\_\_

\_\_\_\_\_  
Mayor, City of Crestview

(Title): \_\_\_\_\_

This \_\_\_\_ day of \_\_\_\_\_, 2015

**CITY OF DESTIN**

ATTEST: \_\_\_\_\_

\_\_\_\_\_  
Mayor, City of Destin

(Title): \_\_\_\_\_

This \_\_\_\_ day of \_\_\_\_\_, 2015

**CITY OF FORT WALTON BEACH**

ATTEST: \_\_\_\_\_

\_\_\_\_\_  
Mayor, City of Fort Walton Beach

(Title): \_\_\_\_\_

This \_\_\_\_ day of \_\_\_\_\_, 2015

**CITY OF NICEVILLE**

ATTEST: \_\_\_\_\_

\_\_\_\_\_  
Mayor, City of Niceville

(Title): \_\_\_\_\_

This \_\_\_\_ day of \_\_\_\_\_, 2015

**CITY OF MARY ESTHER**

ATTEST: \_\_\_\_\_

\_\_\_\_\_  
Mayor, City of Mary Esther

(Title): \_\_\_\_\_

This \_\_\_\_ day of \_\_\_\_\_, 2015

**TOWN OF CINCO BAYOU**

ATTEST: *[Signature]*

*[Signature]*  
Mayor, Town of Cinco Bayou

(Title): Town Manager / Clerk

This 12 day of March, 2015

**TOWN OF SHALIMAR**

ATTEST: \_\_\_\_\_

\_\_\_\_\_  
Mayor, Town of Shalimar

(Title): \_\_\_\_\_

This \_\_\_\_ day of \_\_\_\_\_, 2015

**CITY OF LAUREL HILL**

ATTEST: \_\_\_\_\_

\_\_\_\_\_  
Mayor, City of Laurel Hill

(Title): \_\_\_\_\_

This \_\_\_\_ day of \_\_\_\_\_, 2015

**CITY OF VALPARAISO**

ATTEST: \_\_\_\_\_

\_\_\_\_\_  
Mayor, City of Valparaiso

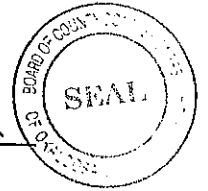
(Title): \_\_\_\_\_

This \_\_\_\_ day of \_\_\_\_\_, 2015

OKALOOSA COUNTY

ATTEST: Amy A. Stiefel

Nathan D. Boyles



Chairman, Okaloosa County  
Board of County Commissioners

(Title): Deputy Clerk



This 2<sup>nd</sup> day of April, 2015

Approved as to Form

[Signature]

County Attorney