

## EXHIBIT B

### CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 01/26/11

Contract/Lease Control #: C11-1848-AP

Bid #: NA Contract/Lease Type: AGREEMENT

Award To/Lessee: OKALOOSA COUNTY BCC

Lessor/Owner: FDOT

Effective Date: 04/15/2010

Expiration Date: INDEFINITE

Description of Contract/Lease: PUBLIC TRANSPORTATION COORDINATION JPA

Department Manager: AP

Department Monitor: G. DONOVAN

Monitor's Telephone #: 651-7160

Monitor's FAX # OR E-Mail: GDONOVAN@CO.OKALOOSA.FL.US

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

Cc: Finance Dept Contracts & Grants Division

Proposed By WFRP  
1457 Panama City, FL 32356

20.23, 163, 186.504, 186.505,  
186.509, 339.175 FS  
Chapter 29 FAC  
23 USC 134  
CFR 450

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

**INTERGOVERNMENTAL COORDINATION AND REVIEW  
AND  
PUBLIC TRANSPORTATION COORDINATION  
JOINT PARTICIPATION AGREEMENT**

525-010-03  
POLICY PLANNING  
OGC - 09/09  
Page 1 of 12

THIS JOINT PARTICIPATION AGREEMENT is made and entered into this 15<sup>th</sup> day of April, 2010 by and between the FLORIDA DEPARTMENT OF TRANSPORTATION; the OKALOOSA-WALTON TRANSPORTATION PLANNING ORGANIZATION; the WEST FLORIDA REGIONAL PLANNING COUNCIL; OKALOOSA COUNTY as the owner and operator of the Northwest Florida Regional Airport, Destin Airport, and Bob Sikes Airport, and the owner and operator of the Okaloosa County Public Transit system, The City of DeFuniak Springs as the owner and operator of DeFuniak Springs Municipal Airport; and WALTON COUNTY.

**RECITALS**

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

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

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

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

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

WHEREAS, pursuant to an Interlocal agreement executed on March 18, 2004 and filed with the Clerk of the Circuit Court of Okaloosa and Walton Counties the Okaloosa-Walton Transportation Planning Organization acting as the Metropolitan Planning Organization was established;

WHEREAS, pursuant to the general powers of the Okaloosa County government, the Okaloosa County Airports Department was created and established as the airport agency responsible for the Northwest Florida Regional Airport, Destin Airport and Bob Sikes Airport with the purpose of providing regional air travel and general aviation services for Okaloosa County and surrounding counties;

WHEREAS, pursuant to the general powers of the City of DeFuniak Springs government, the DeFuniak Springs Municipal Airport was created and established as the airport agency responsible for the airport, with the purpose of providing general aviation services for Walton County and the surrounding area;

WHEREAS, pursuant to the general powers of Okaloosa County government, the Okaloosa County Public Transit system was created and established as the public transit agency with the purpose providing public transportation in Okaloosa County;

**CONTRACT # C11-1848-AP  
FDOT  
PUBLIC TRANSPORTATION COORDINATION  
JOINT PARTICIPATION AGREEMENT  
EXPIRES: INDEFINITE**

Instr # 2682460 BK. 2969 PG 3852, Page 1 of 13  
Recorded 01/24/2011 at 11:26 AM.  
RECORDING \$60.00 RECORDING ARTICLE V: \$52.00

DEPUTY CLERK PDUAN  
TAMM MEMPHIS 224 2002 872 223 0050 0000

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

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

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

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

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

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

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

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

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

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

WHEREAS, it is in the public interest that the MPO, operators of public transportation systems, including transit systems, commuter rail systems, port and aviation authorities, jointly pledge their intention to cooperatively participate in the planning and programming of transportation improvements within this Metropolitan Area;

WHEREAS, the undersigned parties have determined that this Agreement satisfies the requirements of and is consistent with 23 CFR 450.314 and Section 339.175(10), Florida Statutes; and

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

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

ARTICLE I  
RECITALS; DEFINITIONS

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

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

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

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

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

FHWA means and refers to the Federal Highway Administration.

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

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

MPO means and refers to the metropolitan planning organization formed pursuant to Interlocal Agreement as amended or superseded from time to time.

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

Transportation Improvement Program (TIP) is the staged multi-year program of transportation improvement projects developed by a metropolitan planning organization consistent with the Long-Range Transportation Plan and developed pursuant to title 23 U.S.C. 134(j), 49 U.S.C. 5304, 23 CFR 450.324 and Section 339.175(8), FS.

Unified Planning Work Program is a biennial program developed in cooperation with the Department and public transportation providers, that lists all planning tasks to be undertaken during a two year time frame, with a complete description thereof and an estimated budget, all as required by 23 CFR 450.308, and Section 339.175(9), Florida Statutes.

## ARTICLE 2 PURPOSE

Section 2.01. Coordination with public transit operators. As set forth in Article 3 of this Agreement, the purpose of this Agreement is to provide for cooperation with the Department, Okaloosa County Board of County Commissioners (Northwest Florida Regional Airport, Destin Airport and Bob Sikes Airport, and the Okaloosa County Public Transit System), and the City of DeFuniak Springs (DeFuniak Springs Municipal Airport) in the development and preparation of the Unified Planning Work Program, the Transportation Improvement Program, the Long-Range Transportation Plan, and any applicable Corridor or Subarea Studies.

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

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

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

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

(a) The Transportation Planning Organization shall cooperate with the Okaloosa County Board of County Commissioners (Northwest Florida Regional Airport, Destin Airport and Bob Sikes Airport, and the Okaloosa County Public Transit System) and the City of DeFuniak Springs (DeFuniak Springs Municipal Airport) to optimize the planning and programming of an integrated and balanced intermodal transportation system for the Metropolitan Area.

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

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

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

Section 3.02. Preparation of transportation related plans.

(a) Although the adoption or approval of the Unified Planning Work Program, the Transportation Improvement Program, and the Long-Range Transportation Plan is the responsibility of the Okaloosa-Walton Transportation Planning Organization, development of such plans or programs shall be viewed as a cooperative effort involving the Department, Okaloosa County (Northwest Florida Regional Airport, Destin Airport and Bob Sikes Airport, and the Okaloosa County Public Transit System) and DeFuniak Springs (DeFuniak Springs Municipal Airport). In developing its plans and programs, the Okaloosa-Walton Transportation Planning Organization shall solicit the comments and recommendations of the parties to this Agreement in the preparation of such plans and programs.

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

(c) Local government comprehensive plans.

(1) In developing the Transportation Improvement Program, Long-Range Transportation Plan, or a Corridor or Subarea Studies, or preparing other than a minor amendment thereto (as determined by the TPO), the Okaloosa-Walton Transportation Planning Organization, Okaloosa County Airports Department, Okaloosa County Public Transit System and DeFuniak Springs Municipal Airport shall analyze for each local government in the Metro Area: (i) the comprehensive plan future land use elements; (ii) the goals, objectives, and policies of the comprehensive plans; and (iii) the zoning, of each local governments in the Metropolitan Area. Based upon the foregoing review and a consideration of other growth management factors, the TPO, Okaloosa County Airports Department, Okaloosa County Public Transit System and DeFuniak Springs Municipal Airport shall provide written recommendations to local governments in the Metropolitan Area in the development, amendment, and implementation of their comprehensive plans. A copy of the recommendations shall be sent to the Regional Planning Council.

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

(d) Multi-modal transportation agency plans.

(1) In developing the Transportation Improvement Program, Long-Range Transportation Plan, or a Corridor or Subarea Studies, or preparing other than a minor amendment thereto (as determined by

the Transportation Planning Organization, the Okaloosa-Walton Transportation Planning Organization shall analyze the affected master plans of the Okaloosa County Public Transit System and aviation master plans of the Okaloosa County Airports Department and DeFuniak Springs Municipal Airport. Based upon the foregoing review and a consideration of other transportation-related factors, the Okaloosa-Walton Transportation Planning Organization, shall from time to time and as appropriate, provide recommendations to the parties to this Agreement as well as local governments within the Metropolitan Area, for the development, amendment, and implementation of their master, development, or comprehensive plans.

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

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

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

#### ARTICLE 4 INTERGOVERNMENTAL COORDINATION AND REVIEW

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

(a) Within 30 days of receipt, review the draft of the proposed Transportation Improvement Program, Long-Range Transportation Plan, Corridor and Subarea Studies, or amendments thereto, as requested by the Metropolitan Planning Organization, to identify inconsistencies between the foregoing plans and programs and applicable local government comprehensive plans adopted pursuant to Chapter 163 *et seq.*, Florida Statutes, for counties and cities within the Metropolitan Area and the adopted Strategic Regional Policy Plan.

(1) The parties hereto recognize that, pursuant to Florida law, the Long-Range Transportation Plan and the Transportation Improvement Program of the Okaloosa-Walton Transportation Planning Organization must be considered by cities and counties within the Metropolitan Area in the preparation, amendment, and update/revision of their comprehensive plans. Further, the Long-Range Transportation Plan and the projects and project phases within the Transportation Improvement Program are to be consistent with the future land use element and goals, objectives, and policies of the comprehensive plans of local governments in the Metropolitan Area to the maximum extent feasible. Therefore, promptly upon

completion of its review of the draft proposal, the West Florida Regional Planning Council shall advise the Transportation Planning Organization and each affected county or city of its findings;

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

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

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

## ARTICLE 5 CONFLICT AND DISPUTE RESOLUTION PROCESS

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

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

for the Florida Department of Transportation: by the District Director for Planning and Programs

for the Okaloosa-Walton Transportation Planning Organization: The current TPO Chair

for the West Florida Regional Planning Council: The current Transportation Director

for the Okaloosa Transit System: The current Director of Okaloosa County Transit

for the Okaloosa County Airports Department: The current Airport Manager

for the DeFuniak Springs Municipal Airport: The current Airport Manager

for The Walton County Board of Commissioners: The current Board of Commissioners

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

for the Florida Department of Transportation: by the District Secretary

for the Okaloosa-Walton County Transportation Planning Organization: The current TPO Chairman

for the West Florida Regional Planning Council: The current Executive Director



for the Okaloosa County Transit: Okaloosa County Commissioners

for the Okaloosa County Airports Department: Okaloosa County Commissioners

for the DeFuniak Springs Municipal Airport: The DeFuniak Springs City Council

for the Walton County Board of Commissioners: The Walton County Board of Commissioners

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

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

## ARTICLE 6 MISCELLANEOUS PROVISION

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

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

Section 6.03. Duration; withdrawal procedure.

(a) Duration. This Agreement shall have a term of 5 years and shall automatically renew at the end of said 5 years for another 5 term and every 5 years thereafter. At the end of the 5 year term and at least every 5 years thereafter, the parties hereto shall examine the terms hereof and agree to amend the provisions or reaffirm the same. However, the failure to amend or to reaffirm the terms of this Agreement shall not invalidate or otherwise terminate this Agreement.

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

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

**TPO:**

Okaloosa-Walton Transportation Planning Organization  
Post Office Box 9759  
Pensacola, FL 32513-9759  
ATTN: TPO Chairman

**REGIONAL PLANNING COUNCIL:**

West Florida Regional Planning Council  
Post Office Box 9759  
Pensacola, FL 32513-9759  
ATTN: Executive Director

**OKALOOSA COUNTY TRANSIT DEPARTMENT:**

Okaloosa County  
ATTN: Okaloosa County Department of Growth Management Director  
1804 Lewis Turner Boulevard  
Fort Walton Beach, FL 32547

**OKALOOSA COUNTY AIRPORTS:**

Okaloosa County Airports Director  
Highway 85  
Eglin AFB, FL 32542

**DEFUNIAK SPRINGS MUNICIPAL AIRPORT:**

City of DeFuniak Springs  
ATTN: DeFuniak Springs Municipal Airport Manager  
Post Office Box 685  
DeFuniak Springs, FL 32435-0605

**FLORIDA DEPARTMENT OF TRANSPORTATION**

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

**WALTON COUNTY COMMISSIONERS**

Board of County Commissioners  
76 North 6<sup>th</sup> Street  
DeFuniak Springs, FL 32433

## OKALOOSA COUNTY COMMISSIONERS

Board of County Commissioners  
302 N. Wilson Street, Ste 302  
Crestview, FL 32536

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

### Section 6.05. Interpretation.

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

(b) Severability. Invalidation of any one of the provisions of this Agreement or any part, clause or word hereof, or the application thereof in specific circumstances, by judgment, court order, or administrative hearing or order shall not affect any other provisions or applications in other circumstances, all of which shall remain in full force and effect; provided, that such remainder would then continue to conform to the terms and requirements of applicable law.

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

- (1) The singular of any word or term includes the plural;
- (2) The masculine gender includes the feminine gender; and
- (3) The word "shall" is mandatory, and "may" is permissive.

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

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

Section 6.08. Effective date. This Agreement shall become effective upon its execution by all parties hereto, and copies are filed with the Clerks of the Courts in Okaloosa and Walton Counties.

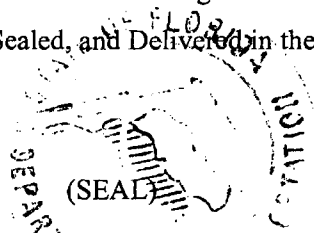
Section 6.09. Other authority. In the event that any election, referendum, approval, permit, notice, or other proceeding or authorization is required under applicable law to enable the parties to enter into this Agreement or to undertake the provisions set forth hereunder, or to observe, assume or carry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

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

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

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

Signed, Sealed, and Delivered in the presence of:

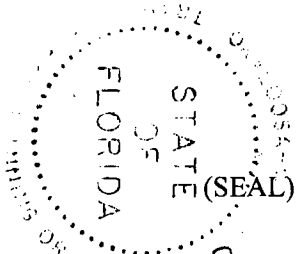


**STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION**, an agency of the State of Florida created pursuant to Section 20.23, Florida Statutes, by and through its duly authorized District Secretary

ATTEST: [Signature]

BY: [Signature]  
James T. Barfield, District Secretary

DATE: EXECUTED 8/17/10

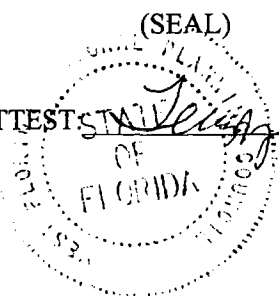


**OKALOOSA-WALTON TRANSPORTATION PLANNING ORGANIZATION**, an agency of the State of Florida created and operating pursuant to Section 339.175, Florida Statutes

ATTEST: [Signature]

BY: [Signature] for Sara Comander  
Chairman

DATE: EXECUTED 15 April 2010



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

ATTEST: [Signature]

BY: [Signature]  
Chairman

DATE: EXECUTED 21 June 2010

**OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS**, a political subdivision of the State of Florida, on behalf of Okaloosa County Airports Department and Okaloosa County Public Transit System

(SEAL)



ATTEST: Barry J. Stump

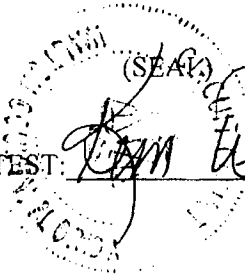
BY: [Signature]  
Chairman



DATE: EXECUTED 5/18/10

**WALTON COUNTY BOARD OF COUNTY COMMISSIONERS**, a political subdivision of the State of Florida,

(SEAL)



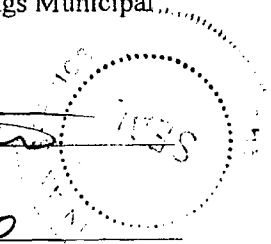
ATTEST: [Signature]

BY: [Signature]  
Vice-Chairman

DATE: EXECUTED 4/27/10

**CITY OF DEFUNIAK SPRINGS**, a Florida Municipal Corporation, on behalf of the DeFuniak Springs Municipal Airport

(SEAL)



ATTEST: Vanessa Mitchell

BY: C. Harold Carpenter  
Mayor

DATE: EXECUTED 4/26/2010

## RESOLUTION OW 10-12

### A RESOLUTION OF THE OKALOOSA-WALTON TRANSPORTATION PLANNING ORGANIZATION AUTHORIZING THE EXECUTION OF THE INTERGOVERNMENTAL COORDINATION AND REVIEW AND PUBLIC TRANSPORTATION COORDINATION JOINT PARTICIPATION AGREEMENT (ICAR)

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

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

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

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

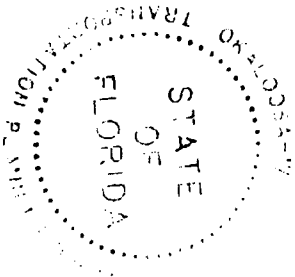
**NOW, THEREFORE, BE IT RESOLVED BY THE OKALOOSA-WALTON TRANSPORTATION PLANNING ORGANIZATION THAT:**

The TPO authorizes the Chairman or his designee to execute the Intergovernmental Coordination and Review and Public Transportation Coordination Joint Participation Agreement (ICAR).

Passed and duly adopted by the Okaloosa-Walton Transportation Planning Organization on this 15<sup>th</sup> day of April 2010.

**OKALOOSA-WALTON TRANSPORTATION  
PLANNING ORGANIZATION**

BY:   
Sara Comander, Chairman



ATTEST: 