

RESOLUTION NO. 2016- 280

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS, PROVISIONS, CONDITIONS, AND REQUIREMENTS OF A JOINT PARTICIPATION AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA AND THE FLORIDA DEPARTMENT OF TRANSPORTATION, THE NORTH FLORIDA TRANSPORTATION ORGANIZATION, THE NORTH FLORIDA REGIONAL COUNCIL, THE JACKSONVILLE AVIATION AUTHORITY, THE JACKSONVILLE PORT AUTHORITY, THE JACKSONVILLE TRANSPORTATION AUTHORITY, THE NASSAU COUNTY OCEAN HIGHWAY AND PORT AUTHORITY AND THE ST. AUGUSTINE - ST. JOHNS COUNTY AIRPORT AUTHORITY TO ESTABLISH AN AGREEMENT TO COOPERATE IN THE COMPREHENSIVE TRANSPORTATION PLANNING PROCESS TO ASSURE THAT HIGHWAY FACILITIES, TRANSIT SYSTEMS, BICYCLE AND PEDESTRIAN FACILITIES, RAIL SYSTEMS, AIR TRANSPORTATION AND OTHER FACILITIES WILL BE LOCATED AND DEVELOPED IN RELATION TO THE OVERALL PLAN OF COMMUNITY DEVELOPMENT.

WHEREAS, under the authority of Title 23 United States Code Section 134 and Title 49 United States Code Section 5303 each metropolitan area is required, as a condition to the receipt of federal capital and operating assistance, to have a continuing, cooperative, and comprehensive transportation planning process in designated urbanized areas to develop and implement plans and programs consistent with the comprehensively planned development of the metropolitan area; and

WHEREAS, the St. Johns County Board of County Commission was established as the designated recipient of Federal Transit Administration funds for the St. Augustine Urbanized Area; and

WHEREAS, pursuant to Section 339.175 F.S., the Transportation Planning Organization shall execute and maintain an agreement with the metropolitan and regional intergovernmental coordination and review agencies serving the Metropolitan Planning Area; and

WHEREAS, St. Johns County is a designated recipient and an operator of public transportation within the Metropolitan Planning Area; and

WHEREAS, pursuant to Title 23 CFR section 450 and Section 339.175, F.S., the Transportation Planning Organization for the Metropolitan Planning Area must execute and maintain an agreement with the operators of public transportation systems within that planning area; and

WHEREAS, it is in the public interest that the Transportation Planning Organization and operators of public transportation systems jointly pledge their intention to cooperatively participate in the planning and programming of transportation improvements within the Metropolitan Planning Area; and

WHEREAS, the County has reviewed a copy of the proposed Joint Participation Agreement (attached hereto, and incorporated herein) between the County, and parties identified within the attached agreement; and

WHEREAS, the Board of County Commissioners of St. Johns County, Florida has determined along with the parties identified within the attached agreement that the attached Joint Participation Agreement satisfies the requirements of and is consistent with Title 23 CFR section 450 and section 339.175 F.S.; and

WHEREAS, the parties to the attached Joint Participation Agreement desire to participate cooperatively in the performance, on a continuing basis, of a cooperative, and comprehensive transportation planning

process to assure that highway facilities, transit systems, bicycle and pedestrian facilities, rail systems, air transportation and other facilities will be located and developed in relation to the overall plan of community development; and

WHEREAS, the County Administrator or his authorized designee is authorized to execute any other documents or Supplemental Joint Participation Agreements as may be required in support of the attached Joint Participation Agreement.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioner of St. Johns County, Florida, that:

1. The above recitals are incorporated by reference into the body of this Resolution, and such Recitals are adopted as Findings of Fact.
2. The Board of County Commissioners of St. Johns County, Florida approves the terms, provisions, conditions and requirements of the Intergovernmental Coordination and Review and Public Transportation Coordination Joint Participation Agreement between the Board of County Commissioners St. Johns County and the undersigned parties of the Joint Participation Agreement, and authorizes the Chairman of the Board of County Commissioners of St. Johns County, Florida to sign the Joint Participation Agreement on behalf of the County.
3. To the extent that there are typographical or administrative errors that do not change the tenor, or concept of this Resolution, then this Resolution may be revised without the subsequent approval of the Board of County Commissioners.
4. The County Administrator or his authorized designee is authorized to execute any other documents or Supplemental Joint Participation Agreements as may be required in support of the attached Joint Participation Agreement

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, State of Florida, this 20th day of September 2016.

**BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA**

By: _____

Jeb S. Smith, Chair

ATTEST: Hunter S. Conrad, Clerk

By: _____

Deputy Clerk

RENDITION DATE 9/22/16



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
INTERGOVERNMENTAL COORDINATION AND REVIEW
AND
PUBLIC TRANSPORTATION COORDINATION
JOINT PARTICIPATION AGREEMENT

525-010-03
POLICY PLANNING
OGC – 01/16
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THIS JOINT PARTICIPATION AGREEMENT is made and entered into on this 14th day of April, 2016 by and between the FLORIDA DEPARTMENT OF TRANSPORTATION; the North Florida Transportation Planning Organization (TPO); the Northeast Florida Regional Council; the Jacksonville Aviation Authority, the Jacksonville Port Authority, the Jacksonville Transportation Authority, the Nassau County Ocean Highway and Port Authority, the St. Augustine – St. Johns County Airport Authority, and St. Johns County Board of County Commission.

RECITALS

WHEREAS, the Federal Government, under the authority of Title 23 United States Code Section 134 and Title 49 United States Code (USC) Section 5303 and any subsequent applicable amendments, requires each metropolitan area, as a condition to the receipt of federal capital or operating assistance, to have a continuing, cooperative, and comprehensive transportation planning process in designated urbanized areas to develop and implement plans and programs consistent with the comprehensively planned development of the metropolitan area;

WHEREAS, Title 23 USC §134, Title 49 USC §5303, and Section 339.175, Florida Statutes (F.S.), provide for the creation of metropolitan planning organizations to develop transportation plans and programs for urbanized areas;

WHEREAS, Title 23 Code of Federal Regulations (CFR) §450 requires 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 multimodal, systems-level corridor and subarea planning studies pursuant to Title 23 CFR §450) and programming;

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

WHEREAS, pursuant to 23 USC §134, 49 USC §5303, 23 CFR §450, and Section 339.175 F.S., the North Florida Transportation Planning Organization, herein after referred to as the Metropolitan Planning Organization or 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 Metropolitan Planning Organization;

WHEREAS, pursuant to the Interlocal Agreement executed on April 12, 2012, and filed with the Clerk of the Circuit Court of Clay County, Duval County, Nassau County, and St. Johns County the TPO was established;

WHEREAS, pursuant to Chapter 2001-31a, Laws of Florida, the Jacksonville Port Authority was created and established with the purpose of operating, managing, and controlling publicly-owned seaport and ancillary facilities as authorized by its Charter and by law; the Nassau County Ocean Highway and Port Authority was created and established as the governing board body of the Port of Fernandina; with policy-making, budgeting, and general oversight responsibilities for all port activities and services the principal public purpose to encourage economic development in Nassau County; Chapter 2001-31a, Laws of Florida, as amended the Jacksonville Port Authority was created and

established with the purpose of operating, managing, and controlling publicly-owned seaport and ancillary facilities as authorized by its Charter and by law; Chapter 68-1853 Laws of Florida, the St. Augustine – St. Johns County Airport Authority was created and established with the purpose of operating a general aviation airport;

WHEREAS, pursuant to Chapter 349, Laws of Florida, the Jacksonville Transportation Authority was created and established with the purpose of acquiring, holding, constructing, improving, operating, maintaining, and leasing in the capacity of lessor a mass transit system employing motor cars or buses; street railway systems beneath the surface, on the surface, or above the surface; or any other means determined useful to the rapid transfer of large numbers of people among the locations of residence, commerce, industry, and education in the City of Jacksonville;

WHEREAS, the St. Johns County Board of County Commission was established as the Designated Recipient for FTA funds for the St. Augustine Urbanized Area;

WHEREAS, pursuant to Section 339.175 F.S., the TPO shall execute and maintain an agreement with the metropolitan and regional intergovernmental coordination and review agencies serving the Metropolitan Planning Area;

WHEREAS, the 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 Planning Area;

WHEREAS, pursuant to Section 186.504, F.S., and Chapter 29D-1.001, Florida Administrative Code (FAC), the Northeast Florida Regional Council, herein after referred to as the Regional Planning Council or the RPC, was established and operates with a primary purpose of intergovernmental coordination and review;

WHEREAS, pursuant to Section 186.505, F.S., the RPC 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, F.S.;

WHEREAS, the RPC, pursuant to Section 186.507, F.S., 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 RPC 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 RPC is appropriately situated to assist in the intergovernmental coordination of the transportation planning process;

WHEREAS, pursuant to Section 186.509, F.S., and Chapter 29D-6, FAC, the RPC 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 can be useful in resolving conflicts and disputes arising in the transportation planning process;

WHEREAS, pursuant to Title 23 CFR §450 and Section 339.175, F.S., the TPO must execute and maintain an agreement with the operators of public transportation systems, including transit

systems, commuter rail systems, airports, seaports, and spaceports, describing the means by which activities will be coordinated and specifying how public transit, commuter rail, aviation, and seaport planning (including multimodal, systems-level corridor and subarea planning studies pursuant to 23 CFR §450) and programming will be part of the comprehensively planned development of the Metropolitan Planning Area;

WHEREAS, it is in the public interest that the TPO, 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 Planning Area;

WHEREAS, the undersigned parties have determined that this Agreement satisfies the requirements of and is consistent with Title 23 CFR §450 and Section 339.175 F.S.; and

WHEREAS, the parties to this Agreement desire to participate cooperatively in the performance, on a continuing basis, of a cooperative, and comprehensive transportation planning process to assure that highway facilities, transit systems, bicycle and pedestrian facilities, rail systems, air transportation and other facilities will be 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 1

RECITALS; DEFINITIONS

Section 1.01. Recitals. Each and all of the foregoing recitals are 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 may be amended from time to time.

Corridor or Subarea Study shall mean and refer to studies involving major investment decisions or as otherwise identified in Title 23 CFR §450.

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

FHWA means and refers to the Federal Highway Administration.

Long Range Transportation Plan is the 20-year transportation planning horizon 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 activities; and, in ozone/carbon monoxide nonattainment areas is coordinated with the State Implementation Plan, all as required by Title 23 USC §134, Title 49 USC §5303, Title 23 CFR §450, and Section 339, F.S.

Metropolitan Planning Area means and refers to the planning area as determined by agreement between the TPO and the Governor for the urbanized areas designated by the United States Bureau of the Census as described in 23 USC §134, 49 USC §5303, and Section 339.175, F.S., and including the existing urbanized area and the contiguous area expected to become urbanized within a 20-year forecast period, which shall be subject to the Metropolitan Planning Organization's planning authority.

Metropolitan Planning Organization (TPO) means and refers to the Metropolitan Planning Organization formed pursuant to this Interlocal Agreement as described in Title 23 USC §134, Title 49 USC §5303, and Section 339.175, F.S. This may also be referred to as a Transportation Planning Organization (TPO).

Regional Planning Council means and refers to the Northeast Florida Regional Council created pursuant to Section 186.504, F.S., and identified in Chapter 29D-1, FAC.

Transportation Improvement Program (TIP) is the staged multi-year program of transportation improvement projects developed by a metropolitan planning organization consistent with the Long Range Transportation Plan, developed pursuant to Titles 23 USC §134, 49 USC §5303, 23 CFR §450 and Section 339.175, F.S.

Unified Planning Work Program (UPWP) is a biennial program developed in cooperation with the Department and public transportation providers, that identifies the planning priorities and activities to be carried out within a metropolitan planning area to be undertaken during a 2-year period, together with a complete description thereof and an estimated budget, as required by Title 23 CFR §450, and Section 339.175, F.S.

ARTICLE 2 **PURPOSE**

Section 2.01. Coordination with public transportation system operators. This Agreement is to provide for cooperation between the TPO, the Department, the Transit Authority, the Port Authority, and the Aviation Authority in the development and preparation of the UPWP, the TIP, the LRTP, and any applicable Corridor or Subarea Studies.

Section 2.02. Intergovernmental coordination; Regional Planning Council. Further, this Agreement is to provide a process through the RPC for intergovernmental coordination and review and identification of inconsistencies between proposed TPO transportation plans and local government comprehensive plans adopted pursuant to Chapter 163, F.S., and reviewed by the Division of Community Development within the Florida Department of Economic Opportunity.

Section 2.03. Dispute resolution. This Agreement also provides a process for conflict and dispute resolution through the RPC.

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 TPO shall cooperate with the Jacksonville Aviation Authority, Jacksonville Port Authority, Jacksonville Transportation Authority, Nassau County Ocean Highway and Port Authority, St. Augustine – St. Johns County Airport Authority, and St. Johns County Board of County Commission to optimize the planning and programming of an integrated and balanced intermodal transportation system for the Metropolitan Planning Area.
- (b) The TPO 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 Planning 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 TPO may include, but shall include no later than July 6, 2014 if within a transportation management area, 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 per Federal regulations. The representatives of the major modes or systems of transportation may be accorded voting or non-voting advisor status. In the Metropolitan Planning Area if authorities or agencies are created by law to perform transportation functions and that are not under the jurisdiction of a general purpose local government represented on the TPO, the TPO may 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, F.S. If the new member would significantly alter local government representation in the TPO, the TPO shall propose a revised apportionment plan to the Governor to ensure voting membership on the TPO to be an elected official representing public transit authorities which have been, or may be, created by law.

The TPO shall ensure that representatives of ports, transit authorities, rail authorities, and airports within the Metropolitan Planning Area are provided membership on the TPO Technical Advisory Committee.

Section 3.02. Preparation of transportation related plans.

- (a) Although the adoption or approval of the UPWP, the TIP, and the LRTP is the responsibility of the TPO, development of such plans or programs shall be viewed as a cooperative effort involving the Department, the Transit Authority, the Port Authority, Aviation Authority, and [insert the names of other entities as needed]. In developing its plans and programs, the TPO shall solicit the comments and recommendations of the parties to this Agreement in the preparation of such plans and programs.
- (b) When preparing the UPWP, the TIP, or the LRTP, or preparing other than a minor amendment thereto (as determined by the TPO), the TPO shall provide notice to the Department, the Jacksonville Aviation Authority, Jacksonville Port Authority, Jacksonville

Transportation Authority, Nassau County Ocean Highway and Port Authority, St. Augustine – St. Johns County Airport Authority, and St. Johns County Board of County Commission advising them of 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 Jacksonville Aviation Authority, Jacksonville Port Authority, Jacksonville Transportation Authority, Nassau County Ocean Highway and Port Authority, St. Augustine – St. Johns County Airport Authority, and St. Johns County Board of County Commission shall receive at least 15 days written notice of all public workshops and hearings, or specified number of days per TPO bylaws, or public participation plan, relating to the development of such plans and programs.

(c) Local government comprehensive plans.

(1) In developing the TIP, the LRTP, or Corridor or Subarea studies, or preparing other than a minor amendment thereto (as determined by the TPO), the TPO, the Jacksonville Aviation Authority, Jacksonville Port Authority, Jacksonville Transportation Authority, Nassau County Ocean Highway and Port Authority, St. Augustine – St. Johns County Airport Authority, and St. Johns County Board of County Commission shall analyze for each local government in the Metropolitan Planning Area:

- (i) each comprehensive plan's future land use element;
- (ii) the goals, objectives, and policies of each comprehensive plan; and
- (iii) the zoning, of each local government in the Metropolitan Planning Area.

(2) Based upon the foregoing review and a consideration of other growth management factors, the TPO, the Jacksonville Aviation Authority, Jacksonville Port Authority, Jacksonville Transportation Authority, Nassau County Ocean Highway and Port Authority, St. Augustine – St. Johns County Airport Authority, and St. Johns County, shall provide written recommendations to local governments in the Metropolitan Planning Area in the development, amendment, and implementation of their comprehensive plans. A copy of the recommendations shall be sent to the RPC.

(3) The TPO agrees that, to the maximum extent feasible, the LRTP and the projects and project-phases within the TIP shall be consistent with the future land use element and goals, objectives, and policies of each comprehensive plan of the local governments in the Metropolitan Planning Area. If the TPO's TIP is inconsistent with a local government's comprehensive plan, the TPO shall so indicate, and the TPO shall present, as part of the TIP, justification for including the project in the program.

(d) Multi-modal transportation agency plans.

(1) In developing the TIP, the LRTP, or Corridor or Subarea studies, or preparing other than a minor amendment thereto (as determined by the TPO), the TPO shall analyze the master plans of the Jacksonville Aviation Authority, Jacksonville Port Authority, Jacksonville Transportation Authority, Nassau County Ocean Highway and Port Authority, St. Augustine – St. Johns County Airport Authority, and St. Johns County Board of County Commission. Based upon the foregoing review and a consideration of other transportation-related factors, the TPO, shall from time to time and as

appropriate, provide recommendations to the parties to this Agreement as well as local governments within the Metropolitan Planning Area, for the development, amendment, and implementation of their master, development, or comprehensive plans.

- (2) In developing or revising their respective master, development, or comprehensive 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 or 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 TPO with regard to development, amendment, and implementation of the plans, programs, and studies.
- (3) The TPO 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.

ARTICLE 4

INTERGOVERNMENTAL COORDINATION AND REVIEW

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

- (a) Within 30 days of receipt, the RPC shall review the draft TIP, LRTP, Corridor and Subarea studies, or amendments thereto, as requested by the TPO, to identify inconsistencies between these plans and programs and applicable local government comprehensive plans adopted pursuant to Chapter 163, F.S., for counties and cities within the Metropolitan Planning Area and the adopted Strategic Regional Policy Plan.
 - (1) The parties recognize that, pursuant to Florida law, the LRTP and the TIP of the TPO must be considered by cities and counties within the Metropolitan Planning Area in the preparation, amendment, and update/revision of their comprehensive plans. Further, the LRTP and the projects and project phases within the TIP 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 Planning Area. Upon completion of its review of a draft TIP or LRTP, the RPC shall advise the TPO and each county or city of its findings;
 - (2) The RPC shall advise the TPO in writing of its concerns and identify those portions of the submittals which need to be reevaluated and potentially modified if the RPC review identifies inconsistencies between the draft TIP or LRTP and local comprehensive plans; and
 - (3) Upon final adoption of the proposed Transportation Improvement Program, Long Range Transportation Plan, Corridor and Subarea studies, or amendments thereto, the TPO may request that the RPC 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 RPC, the TPO will identify the change in the final adopted plan intended to resolve the adverse comment, or alternatively, the TPO shall identify the reason for not amending the plan as suggested by the RPC.

- (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:
- Florida Department of Transportation: District Director for Planning and Programs
 - North Florida Transportation Planning Organization: Executive Director
 - Northeast Florida Regional Council: Executive Director
 - Jacksonville Aviation Authority: Executive Director
 - Jacksonville Port Authority: Senior Director, Planning and Commercial Development
 - Jacksonville Transportation Authority: Executive Director
 - Nassau County Ocean Highway and Port Authority: Vice-President, Nassau Terminals
 - St. Augustine – St. Johns County Airport Authority: Executive Director
 - St. Johns County Board of County Commission: County Administrator
- Section 5.03. Resolution by senior agency official. If the conflict remains unresolved, the conflict shall be resolved by the following officials:
- Florida Department of Transportation: District Secretary
 - North Florida Transportation Planning Organization: Chair
 - Northeast Florida Regional Council: Executive Director
 - Jacksonville Aviation Authority: Chair
 - Jacksonville Port Authority: Chair
 - Jacksonville Transportation Authority: Chair
 - Nassau County Ocean Highway and Port Authority: Chair
 - St. Augustine – St. Johns County Airport Authority: Chair
 - St. Johns County Board of County Commission: Chair
- Section 5.04. 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 the parties hereto shall examine the terms hereof and agree to amend the provisions or reaffirm the same in a timely manner. 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 withdraw 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:

Mr. Greg Evans, P.E.
District Two Secretary
Florida Department of Transportation
1109 South Marion Avenue
Lake City, Florida 32025

Mr. Jeff Sheffield, Executive Director
North Florida Transportation Planning Organization
980 North Jefferson Street
Jacksonville, Florida 32209

Mr. Steven Grossman, Executive Director
Jacksonville Aviation Authority
14201 Pecan Park Road
Jacksonville, Florida 32229

Mr. Brian Taylor, Chief Executive Officer
Jacksonville Port Authority
2831 Talleyrand Avenue
Jacksonville, Florida 32206

Mr. Nathaniel P. Ford Sr., Chief Executive Officer
Jacksonville Transportation Authority
121 West Forsyth Street, Suite 200
Jacksonville, Florida 32202

Mr. Clyde Davis, Esq.
Nassau County Ocean Highway and Port Authority
86130 License Road, Suite 9
Fernandina Beach, Florida 32034

Mr. Edward R. Wuellner, Executive Director
St. Augustine – St. Johns County Airport Authority
4796 US 1 North
St. Augustine, Florida 32095

Mr. Michael D. Wanchick, County Administrator
St. Johns County
500 San Sebastian View
St. Augustine, Florida 32084

Mr. Brian Teeple, Executive Director
Northeast Florida Regional Council
6850 Belfort Oaks Place
Jacksonville, Florida 32216

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 costs and 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 recording by all parties hereto.

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 as required.

Section 6.10. Parties not obligated to third parties. No party hereto shall be obligated or be 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 TPO 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 TPO, 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.

Section 6.12 Data, records, reports and other documents. Subject to the right to claim an exemption from the Florida Public Records Law, Chapter 119, F.S., the parties shall provide to each other such data, reports, records, contracts, and other documents in its possession relating to the TPO as is requested. Charges are to be in accordance with Chapter 119, F.S.

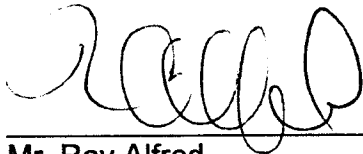
IN WITNESS WHEREOF, the undersigned parties have executed this Joint Participation Agreement on behalf of the referenced legal entities.

Signed, Sealed, and Delivered in the presence of:



The Honorable Doyle Carter
North Florida TPO Chair

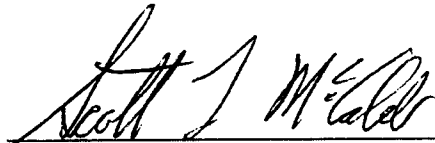
Mr. Greg Evans, P.E.
Florida Department of Transportation
District Two Secretary



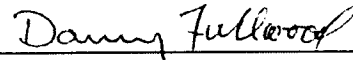
Mr. Ray Alfred
Jacksonville Aviation Authority Chair



Dr. John Newman
Jacksonville Port Authority Chair



Mr. Scott McCaleb
Jacksonville Transportation Authority
Chair



Mr. Danny Fullwood
Nassau County Ocean Highway and
Port Authority Chair

Ms. Suzanne Green
St. Augustine – St. Johns County Airport
Authority Chair

Mr. Jeb Smith
St. Johns County Commission Chair

Mr. Brian Teeple
Northeast Florida Regional Council Executive Director

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**INTERGOVERNMENTAL COORDINATION AND REVIEW
AND
PUBLIC TRANSPORTATION COORDINATION
JOINT PARTICIPATION AGREEMENT**

THIS JOINT PARTICIPATION AGREEMENT is made and entered into this day of 2004 by and between the FLORIDA DEPARTMENT OF TRANSPORTATION; the First Coast Metropolitan Planning Organization ; the North East Florida REGIONAL COUNCIL; the Jacksonville Airport Authority, the Jacksonville Port Authority, the Jacksonville Transportation Authority, the St. Johns County Board of County Commission, the Saint Augustine / Saint Johns County Airport Authority and the Nassau County Ocean, Highway, and Port Authority.

RECITALS

WHEREAS, the Federal Government, under the authority of 23 U. S. C. and any subsequent applicable amendments requires each metropolitan area, as a condition to the receipt of federal capital or operating assistance, to have a continuing, cooperative, and comprehensive transportation planning process 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 (a) and (b), and Section 339.175, Florida Statutes, provide for the creation of metropolitan planning organizations to develop transportation plans and programs for metropolitan areas;

WHEREAS, the aforementioned federal laws 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 Code of Federal Regulation 450.316 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, Florida Statutes;

WHEREAS, pursuant to 23 United States Code 134, 49 United States Code 5303, 23 Code of Federal Regulations 450.306, and Section 339.175, Florida Statutes, the First Coast Metropolitan Planning Organization 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 First Coast Metropolitan Planning Organization;

WHEREAS, pursuant to an interlocal agreement executed on February 27, 2004 and filed with the Clerk of the Circuit Court of Clay County, Duval County, and Saint Johns County the First Coast Metropolitan Planning Organization was established;

WHEREAS, pursuant to Chapter 2001-31a, Laws of Florida, as amended the Jacksonville Port Authority was created and established with the purpose of operating, managing, and controlling publicly-owned seaport and ancillary facilities as authorized by its Charter and by law;

WHEREAS, pursuant to Chapter 2001-31a, laws of Florida, the Jacksonville Airport Authority was created and established with the purpose of operating and managing, and controlling publicly-owned airports and ancillary facilities as authorized by its Charter and by law;

WHEREAS, pursuant to Chapter 68-1853 Laws of Florida, the Saint Augustine / Saint Johns County Airport Authority was created and established with the purpose of operating a general aviation airport;

WHEREAS, pursuant to Chapter 349, Laws of Florida, the Jacksonville Transportation Authority was created and established with the purpose of acquiring, holding, constructing, improving, operating, maintaining, and leasing in the capacity of lessor a mass transit system employing motor cars or buses; street railway systems beneath the surface, on the surface, or above the surface; or any other means determined useful to the rapid transfer of large numbers of people among the locations of residence, commerce, industry, and education in the City of Jacksonville;

WHEREAS, pursuant to Chapter ~~(insert number)~~, Laws of Florida, the Nassau County Ocean, Highway, and Port Authority was created and established with the purpose of ~~(insert statutory purpose)~~; as the governing board body of the Port of Fernandina; with policy-making, budgeting, and general oversight responsibilities for all port activities and services the principal public purpose to encourage economic development in Nassau County;

WHEREAS, the St. Johns County Board of County Commission was established as the Designated Recipient for FTA funds for the St. Augustine Urbanized Area;

WHEREAS, pursuant to Section 339.175(9)(a)2., Florida Statutes, the Metropolitan Planning Organization 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 Rule 29D-1.001, Florida Administrative Code, the North East Florida Regional Council was established and operates with a primary purpose of intergovernmental coordination and review;

WHEREAS, pursuant to Section 186.505(24), Florida Statutes, the North East Florida Regional 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 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 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 council is appropriately situated to assist the First Coast MPO in the intergovernmental coordination of the intermodal transportation planning process;

WHEREAS, pursuant to Section 186.509, Florida Statutes, and Rule 29D-6, Florida Administrative Code, the Regional 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 Code of Federal Regulations 450.310(b) and Section 339.175(9)(a)3, Florida Statutes, the Metropolitan 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, airport, and seaport planning (including corridor and subarea studies pursuant to 23 Code of Federal Regulations 450.316 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 airport 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 Code of Federal Regulations 450.306 and Section 339.175(9)(a), 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 1
RECITALS; DEFINITIONS

Section 1.01. Recitals. Each and all of the foregoing recitals are hereby incorporated herein and acknowledged to be true and correct. 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 other identified in 23 Code of Federal Regulations 450.318 and 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 (LRTP) 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 United States Code 134(g), 23 Code of Federal Regulations 450.322, Section 339.175(6), Florida Statutes.

Metropolitan Area means and refers to the planning area as determined by agreement between the First Coast Metropolitan Planning Organization and the Governor in the urbanized areas designated by the United States Bureau of the Census as described in 23 United States Code 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 dated February 27, 2004 as amended or superseded from time to time.

Regional council means and refers to the North East Florida Regional Council created pursuant to Section 186.504, Florida Statutes, and identified in Rule 29 D-1.001, 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 United States Code 134(h), 49 United States Code 5304, 23 Code of Federal Regulations 450.324 and Section 339.175, Florida Statutes.

Unified Planning Work Program (UPWP) is the annual program developed in cooperation with the Department and public transportation providers, that lists all planning tasks to be undertaken during a program year, with a complete description thereof and an estimated budget, all as required by 23 Code of Federal Regulations 420 and 450.314, and Section 339.175(8), 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, the Jacksonville Airport Authority, the Jacksonville Port Authority, the Jacksonville Transportation Authority, the Saint Johns County Board of County Commission, the Nassau County Ocean, Highway, and Port Authority, and the Saint Augustine / Saint Johns County Airport Authority 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 council. As set forth in Article 4 of this Agreement, the purpose of this Agreement is to provide a process through the Regional council for intergovernmental coordination and review and identification of inconsistencies between proposed Metropolitan 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 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 Metropolitan Planning Organization shall cooperate with the Jacksonville Airport Authority, the Jacksonville Port Authority, the Jacksonville Transportation Authority, the Saint Johns County Board of County Commission, the Nassau County Ocean, Highway, and Port Authority, and the Saint Augustine / Saint Johns County Airport Authority to optimize the planning and programming of an integrated and balanced intermodal transportation system for the Metropolitan Area.
- (b) The Metropolitan Planning Organization shall implement a continuing, cooperative, and comprehensive transportation planning process that is consistent, to the maximum extent feasible, with port and Airport 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 Metropolitan 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 status. In the Metropolitan 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 Metropolitan Planning Organization, the Metropolitan Planning Organization shall request the Governor to designate said authority or agency as a voting member of the MPO. If the new member would alter local government representation in the Metropolitan Planning Organization, the Metropolitan Planning Organization shall purpose a revised apportionment plan to the Governor to ensure voting membership on the Metropolitan Planning to an elected official representing public transit authorities which have been, or may be, created by law.
- (d) The Metropolitan Planning Organization shall ensure that representatives of ports, transit authorities, and airports within the Metropolitan Area are provided membership on the Metropolitan Planning Organizations Technical Coordinating 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 First Coast Metropolitan Planning Organization, development of such plans or programs shall be viewed as a cooperative effort involving the Department, the Jacksonville Airport Authority, the Jacksonville Port Authority, the Jacksonville Transportation Authority, the Saint Johns County Board of County Commission, the Nassau County Ocean, Highway, and Port Authority, and the Saint Augustine / Saint Johns County Airport Authority, . In developing its plans and programs, the First Coast Metropolitan 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 Metropolitan Planning Organization), the Metropolitan Planning Organization shall extend notice to the Department, the Jacksonville Airport Authority, the Jacksonville Port Authority, the Jacksonville Transportation Authority, the Saint Johns County Board of County Commission, the Nassau County Ocean, Highway, and Port Authority, and the Saint Augustine / Saint Johns County Airport Authority, advising the scope of the work to be undertaken and inviting comment and participation in the development process. The MPO shall ensure that the chief operating officials of the Department, the Jacksonville Airport Authority, the Jacksonville Port Authority, the Jacksonville Transportation Authority, the Saint Johns County Board of County Commission, the Nassau County Ocean, Highway, and Port Authority, and the Saint Augustine / Saint Johns County Airport Authority, 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 First Coast Metropolitan Planning Organization to properly extend written or other notice shall not invalidate, or lodged as a claim to invalidate, the adoption of the aforementioned plans and programs.
- (c) Local government comprehensive plans.
- (1) In developing the TIP, Long-Range Transportation Plan, or a Corridor or Subarea Studies, or preparing other than a minor amendment thereto (as determined by the MPO), the First Coast Metropolitan Planning Organization, the Jacksonville Airport Authority, the Jacksonville Port Authority, the Jacksonville Transportation Authority, the Saint Johns County Board of County Commission, the Nassau County Ocean, Highway, and Port Authority, and the Saint Augustine / Saint Johns County Airport Authority, 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 MPO, the Jacksonville Airport Authority, the Jacksonville Port Authority, the Jacksonville Transportation Authority, the Saint Johns County Board of County Commission, the Nassau County Ocean, Highway, and Port Authority, and the Saint Augustine / Saint Johns County Airport Authority, 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 council.

- (2) The First Coast Metropolitan 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 MPO's Transportation Improvement Program is inconsistent with a local government comprehensive plan, the MPO shall so indicate, and the MPO 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 Corridor or Subarea Studies, or preparing other than a minor amendment thereto (as determined by the MPO), the First Coast Metropolitan Planning Organization shall analyze the affected master plans of the Jacksonville Airport Authority, the Jacksonville Port Authority, the Jacksonville Transportation Authority, the Saint Johns County Board of County Commission, the Nassau County Ocean, Highway, and Port Authority, and the Saint Augustine / Saint Johns County Airport Authority. Based upon the foregoing review and a consideration of other transportation-related factors, the First Coast Metropolitan 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 Plan, 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 Metropolitan Planning Organization with regard to development, amendment, and implementation of the plans, programs, and studies.

- (3) The First Coast Metropolitan 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 agreement to be executed by the First Coast Metropolitan Planning Organization and the affected Transit Authority, Port Authority, Airport Authority, and public transit providers represented by Metropolitan Planning Organization members, the First Coast Metropolitan 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 First Coast Metropolitan 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 agreement shall provide flexible deadlines for inter-agency comment on affected plans referenced in this section. Upon approval, the letter agreement shall be appended to this Agreement and shall be an exhibit hereto. The signatories to the letter 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 council. The Regional 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 of the First Coast Metropolitan 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 Plan 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 Regional council shall advise the Metropolitan Planning Organization and each affected county or city of its findings;

- (2) If, after completing its review of the draft proposal, the North East Florida Regional Council deems that the plans and programs submitted are not acceptable, the Regional council shall promptly advise the First Coast Metropolitan 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 First Coast Metropolitan Planning Organization may request that the North East Florida Regional 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 North East Florida Regional Council, the First Coast Metropolitan Planning Organization will identify the change in the final adopted plan intended to resolve the adverse comment, or alternatively, the Metropolitan Planning Organization shall identify the reason for not amending the plan as suggested by the North East Florida Regional 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 Aage Schroder, III, P.E., District II Secretary,
for the First Coast Metropolitan Planning Organization: Denise Bunnewith, Executive Director

for the North East Florida Regional Council: Brian Teeple, Executive Director
for the Jacksonville Transportation Authority: Michael Blaylock, Executive Director
for the Jacksonville Port Authority: David Kaufman, Senior Director, Government
Relations, Real Estate,
for the Jacksonville Airport Authority: John D. Clark, III, A.A.E., Executive Director
for the Saint Johns County Board of County Commissioners: Scott Clem, Director, Growth
Management Services
for the Nassau County Ocean, Highway, and Port Authority: Val Schwek, Vice-President,
Nassau Terminals
for the Saint Augustine / Saint Johns County Airport Authority: Edward Rd. Wuellner,
A.A.E, Executive Director.

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 First Coast Metropolitan Planning Organization: Chairman
for the North East Florida Regional Council: Executive Director
for the Jacksonville Transportation Authority: Chairman
for the Jacksonville Port Authority: Chairman
for the Jacksonville Airport Authority: Chairman
for the Saint Johns County Board of County Commission: Chairman
for the Nassau County Ocean, Highway, and Port Authority: Chairman
for the Saint Augustine / Saint Johns County Airport Authority: Chairman

Section 5.04. Alternative Regional council dispute resolution. If a resolution is not possible, the parties may undertake dispute resolution pursuant to the Regional council procedure set forth in Rule 29D-6, 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 PROVISIONS

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 here to with the same formalities as the original Agreement.

Section 6.03. Duration; withdrawal procedure.

(a) **Duration.** This Agreement shall have a term of five (5) years and shall automatically renew at the end of said five (5) years for another five (5) term and every five (5) years thereafter. At the end of the five (5) year term and at least every five (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 First Coast MPO, 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:

See Attachment "B" – Addresses of Record

Denise Bunnawitih, Executive Director
First Coast Metropolitan Planning Organization
1022 Prudential Drive
Jacksonville, FL 32207

Scott Clem, Director, Growth Management Services
St. Johns County, P.O. Drawer 349
St. Augustine, FL 32085

Mr. Michael Blaylock, Executive Director
Jacksonville Transportation Authority
100 N Myrtle Ave.
Jacksonville, FL 32204

Mr. Rick Ferrin, Executive Director
Jacksonville Port Authority
PO Box 3005
7821 Talleyrand Ave.
Jacksonville, FL 32206-3005

Mr. John D. Clark, III, A. A. E., Executive Director
Jacksonville Airport Authority
PO Box 18018
Jacksonville, FL 32229

Mr. Edward Rd. Wuellner, A.A.E, Executive Director.
St. Augustine/St. Johns County Airport Authority
4796 US 1 North
St. Augustine, FL 32034

Val Schwek, Vice-President, Nassau Terminals
Nassau County Ocean, Highway and Port Authority
P.O. Box 16928
Fernandina Beach, FL 32034

Mr. Aage G. Schroder, III, PE
District Secretary
Florida Department of Transportation

Mr. Brian D. Teeple, AICP, Executive Director
Northeast Florida Regional Council
6850 Belfort Oaks Place
Jacksonville, FL 32216

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 no 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.

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 as 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 Metropolitan Planning Organization 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 Metropolitan 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.

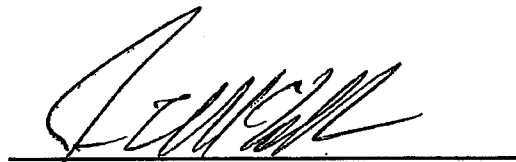
IN WITNESS WHEREOF, the undersigned parties have executed this Joint Participation Agreement on behalf of the referenced legal entities.


Signed, Sealed, and Delivered in the presence of:
See Attachment "A" – Signature Page

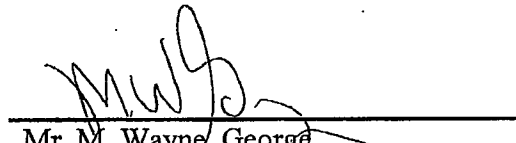
[Every participant identified in this Agreement shall sign and date this Agreement with the appropriate witnesses]

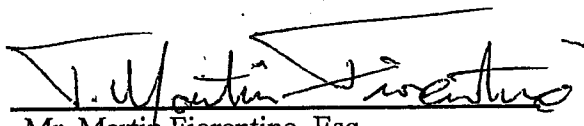
ATTACHMENT "A" - SIGNATURE PAGE
Signed, Sealed and Delivered in the presence of:



The Honorable John Peyton
Mayor, City of Jacksonville
FCMPO Chairman

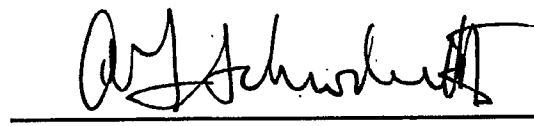

Mr. Jim McCollum
Jacksonville Airport Authority

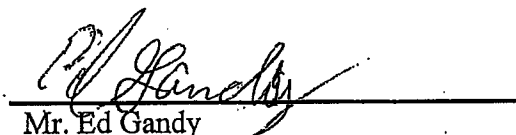

The Honorable Bruce Maguire
Saint Johns County Commission

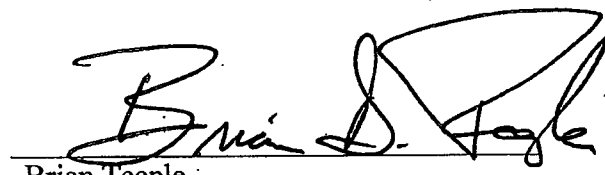

Mr. M. Wayne George
Saint Augustine / Saint Johns County
Airport Authority


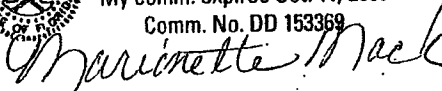

Mr. Martin Fiorentino, Esq.
Jacksonville Port Authority

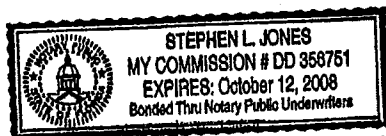

Ms. Donna Harper
Jacksonville Transportation Authority

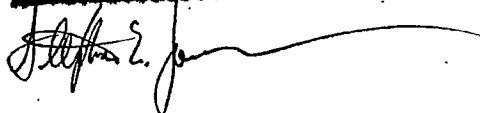

Aage G. Schroder, III, PE
District Secretary
Florida Department of Transportation
Ex officio

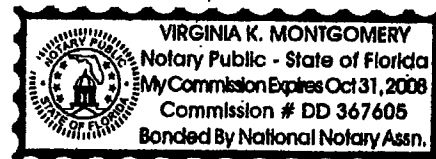

Mr. Ed Gandy
Chairman
Nassau County Ocean, Highway, and
Port Authority


Brian Teeple
Executive Director
Northeast Florida Regional Council


MARIONETTE MACK
Notary Public, State of Florida
My comm. expires Oct. 11, 2008
Comm. No. DD 153369



STEPHEN L. JONES
MY COMMISSION # DD 358751
EXPIRES: October 12, 2008
Bonded thru Notary Public Underwriters




VIRGINIA K. MONTGOMERY
Notary Public - State of Florida
My Commission Expires Oct 31, 2008
Commission # DD 367605
Bonded By National Notary Assn.



ATTACHMENT "B" – ADDRESS OF RECORD

Following are the Addresses of Record for the signatories to this Joint Participation Agreement, as referred to in Section 6.04 of this Agreement.

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

**Ms. Denise Bunnewith
Executive Director
First Coast MPO
1022 Prudential Drive
Jacksonville, FL 32207**

**Mr. Scott Clem,
St Johns County Commissioner
PO Drawer 349
St. Augustine, FL 32085**

**Mr. Rick Ferrin
Executive Director
Jacksonville Port Authority
PO Box 3005
Jacksonville, FL 32206-0005**

**Mr. John D. Clark, III, A.A.E.
Executive Director
Jacksonville Airport Authority
301 West Bay Street
Suite 1100
Jacksonville, FL 32202**

**Mr. Aage Schroder, III, P.E.
District Secretary
Florida Department of Transportation
1109 South Marion Ave.
Lake City, FL 32025-5874**

**Mr. Michael Blaylock, Executive Director
Jacksonville Transportation Authority
100 North Myrtle Ave,
Jacksonville, FL 32204**

Ex Officio Member

**Mr. Edward R. Wuellner
Executive Director
SA-SJC Airport Authority
4796 US 1 North
St. Augustine, FL 32095**

