

## **Emerald Coast Regional Council Board Meeting Agenda**

**The Chautauqua Building  
95 Circle Dr, DeFuniak Springs, FL  
September 22, 2025 11:30 a.m.**

**Virtual GoTo Meeting Link:**

<https://attendee.gotowebinar.com/register/1047862518857808477>

**Call to Order – Kurvin Qualls, Chair**

**Prayer and Pledge of Allegiance**

**Roll Call and Recognition of Online Members – Kurvin Qualls, Chair**

### **PUBLIC FORUM**

### **INFORMATION ITEMS**

**1. FDOT Grant Programs**

*Tanya Branton, Planning Specialist FDOT*

**2. Office of Greenways & Trails Update**

*Cassidy Haney, Reg. Coordinator Office of Greenways & Trails FLDEP*

**3. Watershed Partnership**

*Darryl Boudreau, Res. Planning Program Mgr., NWFLWMD*

**4. RTMC Update**

*Sierra Eades, Architect WGI & Eric Luttmann, Director WGI*

### **ACTION ITEMS**

**5. Approval of the May 21, 2025 Meeting Minutes**

*No Presentation*

**6. Approval of April – July 2025 Financial Statements**

*No Presentation*

**7. Resolution ECRC 2025-07, Approval and Adoption of the FL-AL TPO, O-W TPO, and Bay TPO Intergovernmental Coordination and Review and Public Transportation Coordination Joint Participation Agreements (ICARs)**

*Jill Nobles, Planner ECRC*

**8. Consideration of the Addition of Quest Corporation of America as a Subcontractor to the ECRC General Planning Consultant Contract**

*Kandase Lee, CEO ECRC*

**9. Resolution ECRC 2025-08, Approval of the RTMC Post Design Architectural Services**

*Kandase Lee, CEO ECRC*

**10. Evaluation of Chief Executive Officer**

*Kurvin Qualls, Chair ECRC*

**11. Presentation and Approval of the ECRC Budget and Work Program, FY2025-2026**

*Dawn Schwartz, CFO ECRC*

**12. Nomination and Election of Chair & Vice Chair and Executive Committee to Serve  
October 1, 2025 – September 30, 2026**

*Kurvin Qualls, Chair ECRC*

# Information Items

1-4

Information provided at meeting

# Action Item

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## **Emerald Coast Regional Council**

Meeting Minutes

The Chautauqua Building

95 Circle Drive

DeFuniak Springs, FL 32435

May 21, 2025, 11:30am

### **Members Present:**

Kurvin Qualls, Governor Appointee, Chair  
Mayor Tracy Andrews, City of Chipley  
Councilmember Jim Bagby, City of Destin  
Darryl Boudreau, NWFLWMD (Virtual)  
Tanya Branton, FDOT  
Mayor Bob Campbell, City of DeFuniak Springs  
Commissioner Doug Crosby, Bay County (Virtual)  
Kasey Cuchens, Governor Appointee  
Commissioner Danny Glidewell, Walton County  
Commissioner Trey Goodwin, Okaloosa County (Virtual)  
Mayor Pam Henderson, City of Callaway  
Mayor Heather Lindsay, City of Milton  
Councilmember Bill Schaetzle, City of Niceville  
Councilmember David Schmidt, City of Fort Walton Beach  
J.D. Smith, Governor Appointee  
Councilmember April Sutton, City of Mary Esther  
Mayor JB Whitten, City of Crestview

### **Others Present:**

Joel Bradley, WarrenAverett  
Macy Falcon, Kimley-Horn  
Scott Farmer, Southeastern Regional Planning Council  
Leslie Guyer, City of Gulf Breeze (Virtual)  
Lexi Harris  
Kimberly Sarra, WarrenAverett  
Chelsea Sharon, Okaloosa County  
Allison Sullivan, Okaloosa County  
Chris Wallace, City of DeFuniak Springs  
Cory Wilkinson, HDR  
Mark Wood, Kimley-Horn  
Kandase Lee, ECRC  
Dawn Schwartz, ECRC  
Renee Quick, ECRC  
Ada Clark, ECRC  
Annie Arguello, ECRC  
Rae Emary, ECRC (Virtual)  
Gary Kramer, ECRC  
Leandra Meredith, ECRC  
Tammy Neal, ECRC

Jill Nobles, ECRC (Virtual)  
Roshita Taylor, ECRC

**Members Not Present:**

Commissioner Steven Barry, Escambia County  
Councilmember Paul Casto, City of Panama City Beach  
Commissioner Jack Griffis, City of Springfield  
Councilmember Casey Jones, City of Pensacola  
Elizabeth Orr, FL Department of Environmental Protection  
Commissioner Andrew Palmer, Okaloosa County  
Commissioner Claire Pease, Bay County  
Mayor JB Schluter, City of Gulf Breeze  
Mayor Ann Sexton, City of Paxton  
Commissioner Kerry Smith, Santa Rosa County  
Commissioner Earl Stafford, Holmes County  
Commissioner Josh Street, City of Panama City  
Commissioner Steven Stroberger, Escambia County  
Commissioner Judy Vandegrift, City of Lynn Haven  
Commissioner Colten Wright, Santa Rosa County

**Call to Order**

Chair Qualls called the meeting to order.

**Call for Prayer and Pledge of Allegiance**

The prayer was led by Mayor Heather Lindsay, and the Pledge of Allegiance was recited.

**Roll Call and Recognition of Virtual Members and Attendees**

Chair Qualls welcomed those in attendance and introductions were made.

**Public Forum:**

Chair Qualls opened the Public Forum.

Scott Farmer, Executive Director of the Southeast Alabama Regional Planning and Development Commission, thanked the Board and provided an update on transportation priorities. He emphasized the need for increased north-south highway capacity, particularly the four-laning of Highway 167 to connect with Florida's Highway 79. A 2020 BUILD grant-funded feasibility study was completed in 2022, and the next step is a more detailed corridor study. Scott Farmer highlighted the corridor's importance for economic development, emergency evacuation, and regional connectivity, and requested ECRC's consideration for collaboration and support, including future BUILD grant applications.

Councilmember Bagby acknowledge the strength of east-west connections (e.g., I-10, Highway 90), but stressed the need for improved north-south access to support both emergency planning and long-term economic opportunities. Councilmember Bagby expressed support for the corridor initiative.

Councilmember Schmidt gave full support for the potential collaborative efforts, citing multiple benefits beyond tourism, including improved access to medical services, support for freight traffic, enhanced evacuation routes, and regional economic development.

*Councilmember Bagby moved to provide Southeast Alabama Regional Planning and Development Commission with ECRC's full support, offer assistance for future collaboration, and issue a letter of support for any future grant applications. The motion was seconded by Councilmember Schmidt and was unanimously approved.*

## **Action Items**

### **Item 1: Approval of the February 19, 2025 Meeting Minutes and March 14, 2025 Executive Committee Meeting Minutes**

Chair Qualls asked for action on the February 19, 2025 meeting minutes and March 14, 2025 Executive Committee meeting minutes.

*JD Smith moved to approve the February 19, 2025 meeting minutes and the March 14, 2025 Executive Committee meeting minutes as presented. The motion was seconded by Mayor Henderson and was unanimously approved.*

### **Item 2: Approval of January – March 2025 Financial Statements**

Chair Qualls asked for action on the January – March 2025 financial statements.

Mayor Whitten requested clarification of the membership rate structure and how it was determined.

Dawn Schwartz, ECRC CFO, explained that local contributions from TPO members were originally established as a match for 5305 federal planning funds. The continuation of these contributions was approved by a vote of the TPO board members and is determined on a per capita basis.

*Vice Chair Sutton moved to approve the January – March 2025 financial statements. The motion was seconded by Mayor Henderson and was unanimously approved.*

### **Item 3: Presentation and Approval of the Independent Financial Audit FY2024**

Chair Qualls introduced Joel Bradley, CPA Warren Averett. Joel Bradley stated that Emerald Coast Regional (ECRC) procured the services of Warren Averett to conduct annual audits of the ECRC financial statements for a period of three (3) years and explained the purpose of the annual audit, as described by professional standards, was to render opinions on financial statements prepared by ECRC staff through auditing agency oversight.

Joel Bradley reported that the Council complied, in all material aspects, with the types of compliance requirements for each major federal program and state project that could have a direct and material effect on each of its programs for the fiscal year ending September 30, 2024.

Joel Bradley stated that a comparison of regional councils across the state was completed, and it was determined that ECRC was in an exceptionally good financial position, adding that ECRC had healthy reserves available to withstand financial emergencies or fund capital purchases without having to borrow funds.

*Councilmember Bagby moved to approve the independent financial audit FY2024. The motion was seconded by Vice Chair Sutton and was unanimously approved.*

### **Item 4: Recommendations from March 14, 2025 Executive Committee Meeting**

Chair Qualls provided a brief summary of the Executive Committee's recommendations from the March 14, 2025 meeting to include a Severance Package and Annual Leave Proposal and discussed a supplemental employment agreement for the CEO position aimed at supporting recruitment and retention.

Severance Package and Annual Leave Proposal:

- A severance package beginning at twelve (12) weeks, increasing by two (2) weeks per year of service, up to a maximum of twenty (20) weeks at 100% salary, to include health benefits.
- Maintaining the current Annual Leave policy for earned annual leave for staff and allowing 200 hours to be carried over to the next fiscal year. The Committee discussed and recommended the following for the position of CEO:
  - Adding a new category of forty (40) hours of Administrative Leave for the CEO.
  - Allowing 200 hours of Annual Leave per calendar year.
  - Permitting a total of 240 hours (Administrative + Annual Leave) to be carried over.

Supplemental Employment Agreement:

A supplemental employment agreement to include the following:

- A severance package with 100% pay which includes health insurance, leave (annual and admin leave), benefits (not including retirement and life).
- An Administrative Leave of forty (40) hours annually to be in addition to the Annual Leave for CEO.

The Committee recommended that the contract be finalized and in place by the start of the next fiscal year.

Chair Qualls opened the floor for discussion.

Councilmember Bagby clarified that Florida Statute limits severance to 20 weeks and does not guarantee it. He expressed concern that offering 12 weeks upon hire could imply entitlement, emphasizing that severance should remain a discretionary tool used by the board based on each situation.

Kasey Cuchens agreed with Councilmember Bagby and expressed understanding that the committee was tasked with developing a general severance package framework, not tied to a specific individual, with the purpose of establishing optional parameters for future negotiations, rather than creating a guaranteed benefit.

Vice Chair Sutton clarified that the purpose of this effort was to establish a general severance package framework, as the board previously had no such guidelines for the CEO position. The intent is to provide parameters for future use, with the final decision left to the board based on the circumstances of each separation.

Commissioner Goodwin questioned the immediate value of establishing a severance package framework, noting that any future agreement would still require board approval. While acknowledging the framework aligns with statutory limits, Commissioner Goodwin felt it may be premature without a clear need. He also expressed concern about the proposed addition of 40 hours of annual leave for the CEO and emphasized the importance of analyzing the direct and indirect economic impact of both proposals before moving forward.



*Councilmember Bagby moved to approve a severance package in accordance with Florida Statutes, consisting of 20 weeks of compensation, 20 weeks of health benefits, up to 200 hours of PTO as the maximum allowable compensation, specifying that if the CEO voluntarily separates, all rights to the severance package is forfeited, and to include a hold harmless or release on all actions clause. The motion was seconded by Councilmember Schmidt and was approved with Vice Chair Sutton, Mayor Henderson, Mayor Lindsay, Mayor Andrews, and JD Smith voting in opposition.*

**Item 5: Resolution ECRC 2025-04, South Navy Boulevard Letter of Support**

Jill Nobles stated Escambia County requested a letter of support from ECRC as they pursue federal funding for the South Navy Boulevard Corridor Management Plan, using HDR as the planning consultant.

Jill Nobles stated this project will provide improvements to a one-mile segment of South Navy Boulevard (SR 295) from Barrancas Avenue to the Sam A. Lovelace Bridge, the main entrance to Naval Air Station (NAS) Pensacola, where more than 21,500 daily vehicle users and over 15,000 residents of the Warrington Census-Designated Place and Warrington Community Redevelopment Area, and the approximately 23,000 personnel on board NAS Pensacola, will benefit from this project.

*Vice Chair Sutton moved authorize the CEO to sign a letter of support for federal funding for the South Navy Boulevard Corridor Management Implementation. The motion was seconded by JD Smith and was unanimously approved.*

**Item 6: Approval of the Amended FY 2024-2025 Budget and Work Program**

Kandase Lee presented a budget and work program amendment for the current fiscal year (FY24-25) related to the \$10 million Safe Streets for All demonstration grant. As previously approved in February, negotiations are underway with the Federal Highway Administration. The amendment accounts for expected encumbrances through September 30, 2025. Kandase Lee stated the final grant agreement is pending due to delays from a federal administration transition, but Federal Highway has received the updated agreement template.

*Mayor Lindsay moved to approve the amended FY 2024-2025 Budget and Work Program. The motion was seconded by Vice Chair Sutton and was unanimously approved.*

**Item 7: Resolution ECRC 2025-05, Approval and Adoption of the FL-AL TPO Fiber Optic Cable Design LAP Agreement and Issue an RFQ for the Selection of a Design Firm**

Kandase Lee explained that ECRC, as the lead agency for the Florida-Alabama TPO, continues to support regional intelligent transportation system (ITS) improvements. This includes efforts such as the \$10 million Safe Streets for All grant and the \$22.5 million Transportation Management Center. Kandase Lee stated FDOT has added fiber optic design projects to its work program for areas in Santa Rosa and Escambia counties and is seeking to partner with ECRC through a Local Agency Program contract. Staff requested approval to negotiate and execute the \$537,000 agreement and to issue a Request for Qualifications (RFQ) for a design firm.

*Mayor Lindsay moved to authorize the ECRC chair to sign Resolution ECRC 2025-05, adopting the FL-AL TPO Fiber Optic Cable Design LAP Agreement and Issue an RFQ for the selection of a design firm. The motion was seconded by Kasey Cuchens and was unanimously approved.*

Chair Qualls introduced Tanya Branton, Planning Specialist with FDOT, and requested an update.

Tanya Branton presented a brief overview of the FDOT 2050 Strategic Intermodal System (SIS) Unfunded Needs Plan.

Tanya Branton gave a brief update on rural projects. The SR-20 Passing Lane Study (17.7 miles) is underway with completion expected in Fall 2025. The SR-285 Feasibility Study (14.8 miles) is in the early planning phase. A public hearing on the US-90 SUN Trail Project in Okaloosa County is scheduled for Fall 2025. FDOT will also hold a virtual update on the SUN Trail Project in Walton County, covering two segments totaling 4.3 miles.

**Item 8: Resolution ECRC 2025-06, Approval and Adoption of the Regional Rural Transportation Plan Project Priorities FY 2027-2031**

Gary Kramer, stated in February 2023, the Regional Rural Transportation Plan (RRTP) and its associated project priorities list were adopted. While the plan is updated every five (5) years, the rural project priorities will be reviewed and adopted annually.

Gary Kramer stated at the April 17, 2024 meeting, the ECRC Board initiated the RRTP process to align with the TPOs' Project Priorities process, enabling FDOT to incorporate rural projects into its five-year work program. Three (3) RRTP workshops were held virtually and/or in person throughout the region.

Gary Kramer stated at the March 19, 2025 meeting, it was noted that Resurfacing Priority #8 – Highway 196 (Barrineau Park Road) from US 29 to Highway 95A has been completed by Escambia County. Therefore, it is recommended Priority #8 be removed from the list and priorities below this project each be moved up one spot in the Resurfacing Project Priorities; i.e., Number 9 will become Number 8; Number 10 will become Number 9; and the new number 10 will be Pecan Street in Washington County from US 90 to East Church Avenue.

Tiffany Bates provided a snapshot of feedback from a rural project priorities survey conducted from March 10 to April 25, which received 126 responses. Social media and email were the top outreach methods, with over forty-one (41) social media shares and engagement from thirty-seven (37) direct partners. Additional outreach included press releases, IFAS offices, and county commissions. Responses came from forty (40) unique ZIP codes, with the highest participation from Okaloosa County (Baker, Crestview, Laurel Hill).

Tiffany Bates shared survey results on transportation experiences in rural areas. About seventy (70%) of respondents reported commutes longer than thirty (30) minutes, and eighty (80%) experienced congestion daily or frequently. She stated the top perceived causes were peak hour congestion and limited roadway connections. High traffic demand, school traffic, and seasonal tourism also ranked high. Construction and road work ranked lowest as a concern. Further stating when asked to prioritize transportation needs, reducing congestion ranked highest, followed by improving economic access, emergency response routes, intersection improvements, and road maintenance, while expanding travel options like transit and biking ranked lowest, likely due to limited rural feasibility.

Tiffany Bates noted this was the first opportunity to conduct this type of survey and outreach in rural communities during the prioritization process. She shared that the project has been an exciting initiative for the marketing team, and that current findings will be incorporated into formal reports to help track trends and better integrate rural community input into future planning.

Vice Chair Sutton asked if coordinating with major employers and school districts to stagger start and end times had been explored as a possible solution to reduce congestion in rural communities, noting that while new roads offer long-term benefits, they take years to complete, and alternative approaches could provide more immediate relief.

Tiffany Bates stated that in Escambia County, Navy Federal Credit Union has worked closely with local agencies to explore staggered start and stop times, while similar efforts are occurring at Hurlburt Field and Eglin AFB, though high population density limits options.

Kandase Lee highlighted efforts with Navy Federal Credit Union, including signal timing adjustments on interstate exits and Nine Mile Road, and turn lane extensions to improve congestion. She noted traffic patterns are also influenced by driver behavior. Kandase Lee acknowledged Bay County TPO Chair Mayor Henderson for her advocacy regarding transportation improvements at Callaway School, which resulted in on-site assessments and planned upgrades.

Councilmember Schmidt expressed the need to encourage the local public works staff to continue exploring creative solutions to influence app routing and reduce traffic impacts in neighborhoods, noting successful efforts near Highway 98 and 85 by the new Brooks Bridge as an example.

Kandase Lee shared that the FL-AL TPO is exploring real-time traffic data solutions, including a potential partnership with Waze. At their upcoming technology meeting, a consultant will demonstrate how probe data can be used to develop dashboards and tools to better understand and influence driver behavior.

*Vice Chair Sutton moved authorize the ECRC chair to sign Resolution ECRC 2025-06, adopting the Transportation Regional Plan Project Priorities FY 2027-2031 with the recommendation that project number 9 will become number 8; project number 10 will become number 9; and a new number 10 will be added: Pecan Street in Washington County from US 90 to East Church Avenue.. The motion was seconded by JD Smith and was unanimously approved.*

## **Information Items:**

### **Item 9: ECRC Project Highlight – LEPC**

Jason Arnold, LEPC Coordinator, provided an overview of the Emerald Coast Local Emergency Planning Committee (LEPC), which includes 45 members from emergency management, fire departments, health departments, and environmental agencies. The committee's core responsibilities include training, planning, and reporting on hazardous materials.

Jason Arnold highlighted recent training efforts, including sending members to the Florida Hazmat Symposium and hosting 160-hour and 8-hour hazmat courses. Small quantity generators and Tier II facilities are monitored and LEPC supports emergency response planning, plume modeling, and facility preparedness.

Jason Arnold also noted the LEPC's public outreach through regional notices, meetings, and presentations, as well as recent emergency exercises with the Pensacola Airport and an upcoming full-scale exercise in Pace.

### **Item 10: Data Analytics Phase I**

Mark Wood of Kimley-Horn provided an update on the data analytics platform developed in partnership with ECRC, noting that Phase 1 is nearing completion and explained the importance

of a “data lake,” a scalable storage system that collects and organizes data from various sources, which allows for long-term data retention and centralized access.

Mark Wood explained that the platform uses data from Myovision cameras, processed and stored using Minio, MySQL, and Docker, and demonstrated its capabilities with a Power BI dashboard visualizing traffic data.

Mark Wood stated that Phase 2 will focus on expanding data sources such as Waze, increasing data capture, supporting on-premises deployment at the RTMC, and improving data visualization tools.

### **Adjournment**

*With no further business, the meeting was adjourned at 1:37pm.*

# Action Item

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**EMERALD COAST REGIONAL COUNCIL**  
Balance Sheet - Unposted Transactions Included In Report  
As of 4/30/2025

	<u>Current Year</u>
Assets	
Current Assets	
Operating Cash	2,282,042.37
Operating Reserves	855,357.44
Accounts Receivable	<u>1,224,211.45</u>
Total Current Assets	<u>4,361,611.26</u>
Total Assets	<u><u>4,361,611.26</u></u>
Liabilities	
Short-term Liabilities	
Accounts Payable	3,610.83
Deferred Revenue	<u>247,428.71</u>
Total Short-term Liabilities	<u>251,039.54</u>
Total Liabilities	<u><u>251,039.54</u></u>
Net Assets	
Net Assets	
Unrestricted	<u>3,634,559.92</u>
Total Net Assets	3,634,559.92
Current YTD Net Income	<u>476,011.80</u>
Total Net Assets	<u><u>4,110,571.72</u></u>
Total Liabilities and Net Assets	<u><u>4,361,611.26</u></u>

**EMERALD COAST REGIONAL COUNCIL**

Statement of Revenues and Expenditures - Unposted Transactions Included In Report  
From 4/1/2025 Through 4/30/2025

	YTD Budget - Original	Current Period Actual	YTD Actual	YTD Budget Variance
<b>PROJECT REVENUES</b>				
Project Revenues	5,893,839.00	500,014.65	2,832,913.63	(3,060,925.37)
Project Fringe Reimbursement	0.00	(3,183.63)	145,917.82	145,917.82
Total PROJECT REVENUES	5,893,839.00	496,831.02	2,978,831.45	(2,915,007.55)
<b>ADMIN REVENUE</b>				
ECRC Membership Dues	156,781.00	0.00	153,531.00	(3,250.00)
Local Contribution	39,306.00	0.00	39,226.00	(80.00)
Ind Exp Reimb	395,373.00	38,322.36	214,525.45	(180,847.55)
Interest and Misc Income	0.00	7,189.18	53,049.77	53,049.77
Total ADMIN REVENUE	591,460.00	45,511.54	460,332.22	(131,127.78)
<b>PROJECT EXPENSES</b>				
Salaries & Fringe	2,906,453.00	203,116.29	1,478,607.01	1,427,845.99
Indirect Costs	395,373.00	38,322.36	214,525.45	180,847.55
Travel	50,000.00	2,038.93	26,889.66	23,110.34
Other Direct Expenses	2,670,483.00	202,844.52	1,097,892.94	1,572,590.06
Total PROJECT EXPENSES	6,022,309.00	446,322.10	2,817,915.06	3,204,393.94
<b>ADMINISTRATIVE AND OPERATING EXPENSES</b>				
Administrative: Salaries & Fringe	207,034.00	11,580.61	67,057.90	139,976.10
Operating: Audit & Legal Fees	6,500.00	423.00	3,727.00	2,773.00
Operating: Current Accounting Fees	1,800.00	150.72	1,179.20	620.80
Operating: Education	2,500.00	0.00	0.00	2,500.00
Operating: Expend/Debt Ser/Cap Lease	540.00	44.60	267.60	272.40
Operating: General Insurance	2,250.00	0.00	1,286.55	963.45
Operating: Memberships & Subscriptions	5,530.00	374.92	4,570.23	959.77
Operating: Office Expense	12,315.00	630.53	4,656.45	7,658.55
Operating: Personnel Training	10,000.00	0.00	150.00	9,850.00
Operating: Postage	500.00	5.38	190.71	309.29
Operating: Professional Services	8,280.00	611.73	4,580.85	3,699.15
Operating: Purchase of Equipment	6,160.00	0.00	461.39	5,698.61
Operating: Rent	9,700.00	809.22	6,417.57	3,282.43
Operating: Telephone	2,800.00	151.53	1,297.83	1,502.17
Operating: Travel - Admin	24,000.00	(427.50)	8,155.21	15,844.79
Operating: Travel - Council & Committee	6,000.00	202.53	2,370.56	3,629.44
Operating: Utilities	300.00	14.26	162.96	137.04
Total ADMINISTRATIVE AND OPERATING EXPENSES	306,209.00	14,571.53	106,532.01	199,676.99
<b>COUNCIL EXPENSES</b>				
Council Expenses	156,781.00	8,128.55	38,704.80	118,076.20
Total COUNCIL EXPENSES	156,781.00	8,128.55	38,704.80	118,076.20
<b>NET INCOME</b>	0.00	73,320.38	476,011.80	476,011.80

**EMERALD COAST REGIONAL COUNCIL**  
Balance Sheet - Unposted Transactions Included In Report  
As of 5/31/2025

	<u>Current Year</u>
Assets	
Current Assets	
Operating Cash	2,232,492.99
Operating Reserves	856,087.63
Accounts Receivable	<u>1,276,349.25</u>
Total Current Assets	<u>4,364,929.87</u>
Total Assets	<u><u>4,364,929.87</u></u>
Liabilities	
Short-term Liabilities	
Accounts Payable	3,569.67
Deferred Revenue	<u>246,013.05</u>
Total Short-term Liabilities	<u>249,582.72</u>
Total Liabilities	<u><u>249,582.72</u></u>
Net Assets	
Net Assets	
Unrestricted	<u>3,634,559.92</u>
Total Net Assets	3,634,559.92
Current YTD Net Income	<u>480,787.23</u>
Total Net Assets	<u><u>4,115,347.15</u></u>
Total Liabilities and Net Assets	<u><u>4,364,929.87</u></u>



**EMERALD COAST REGIONAL COUNCIL**

Statement of Revenues and Expenditures - Unposted Transactions Included In Report  
From 5/1/2025 Through 5/31/2025

	YTD Budget - Original	Current Period Actual	YTD Actual	YTD Budget Variance
<b>PROJECT REVENUES</b>				
Project Revenues	5,893,839.00	451,483.49	3,284,397.12	(2,609,441.88)
Project Fringe Reimbursement	0.00	(7,832.30)	138,085.52	138,085.52
<b>Total PROJECT REVENUES</b>	<u>5,893,839.00</u>	<u>443,651.19</u>	<u>3,422,482.64</u>	<u>(2,471,356.36)</u>
<b>ADMIN REVENUE</b>				
ECRC Membership Dues	156,781.00	0.00	153,531.00	(3,250.00)
Local Contribution	39,306.00	0.00	39,226.00	(80.00)
Ind Exp Reimb	395,373.00	34,770.95	249,296.40	(146,076.60)
Interest and Misc Income	0.00	7,415.89	60,465.66	60,465.66
<b>Total ADMIN REVENUE</b>	<u>591,460.00</u>	<u>42,186.84</u>	<u>502,519.06</u>	<u>(88,940.94)</u>
<b>PROJECT EXPENSES</b>				
Salaries & Fringe	2,906,453.00	201,234.25	1,679,841.26	1,226,611.74
Indirect Costs	395,373.00	34,770.95	249,296.40	146,076.60
Travel	50,000.00	1,380.80	28,270.46	21,729.54
Other Direct Expenses	2,670,483.00	228,353.80	1,326,246.74	1,344,236.26
<b>Total PROJECT EXPENSES</b>	<u>6,022,309.00</u>	<u>465,739.80</u>	<u>3,283,654.86</u>	<u>2,738,654.14</u>
<b>ADMINISTRATIVE AND OPERATING EXPENSES</b>				
Administrative: Salaries & Fringe	207,034.00	9,479.02	76,536.92	130,497.08
Operating: Audit & Legal Fees	6,500.00	3,294.50	7,021.50	(521.50)
Operating: Current Accounting Fees	1,800.00	148.86	1,328.06	471.94
Operating: Education	2,500.00	0.00	0.00	2,500.00
Operating: Expend/Debt Ser/Cap Lease	540.00	44.60	312.20	227.80
Operating: General Insurance	2,250.00	129.70	1,416.25	833.75
Operating: Memberships & Subscriptions	5,530.00	58.50	4,628.73	901.27
Operating: Office Expense	12,315.00	342.50	4,998.95	7,316.05
Operating: Personnel Training	10,000.00	0.00	150.00	9,850.00
Operating: Postage	500.00	0.00	190.71	309.29
Operating: Professional Services	8,280.00	611.73	5,192.58	3,087.42
Operating: Purchase of Equipment	6,160.00	0.00	461.39	5,698.61
Operating: Rent	9,700.00	809.22	7,226.79	2,473.21
Operating: Telephone	2,800.00	136.89	1,434.72	1,365.28
Operating: Travel - Admin	24,000.00	(613.88)	7,541.33	16,458.67
Operating: Travel - Council & Committee	6,000.00	861.52	3,232.08	2,767.92
Operating: Utilities	300.00	19.64	182.60	117.40
<b>Total ADMINISTRATIVE AND OPERATING EXPENSES</b>	<u>306,209.00</u>	<u>15,322.80</u>	<u>121,854.81</u>	<u>184,354.19</u>
<b>COUNCIL EXPENSES</b>				
Council Expenses	156,781.00	0.00	38,704.80	118,076.20
<b>Total COUNCIL EXPENSES</b>	<u>156,781.00</u>	<u>0.00</u>	<u>38,704.80</u>	<u>118,076.20</u>
<b>NET INCOME</b>	<u>0.00</u>	<u>4,775.43</u>	<u>480,787.23</u>	<u>480,787.23</u>

**EMERALD COAST REGIONAL COUNCIL**  
Balance Sheet - Unposted Transactions Included In Report  
As of 6/30/2025

	<u>Current Year</u>
Assets	
Current Assets	
Operating Cash	2,014,244.51
Operating Reserves	856,843.71
Accounts Receivable	<u>1,434,130.26</u>
Total Current Assets	<u>4,305,218.48</u>
Total Assets	<u><u>4,305,218.48</u></u>
Liabilities	
Short-term Liabilities	
Accounts Payable	(1,454.36)
Deferred Revenue	<u>239,617.23</u>
Total Short-term Liabilities	<u>238,162.87</u>
Total Liabilities	<u><u>238,162.87</u></u>
Net Assets	
Net Assets	
Unrestricted	<u>3,634,559.92</u>
Total Net Assets	3,634,559.92
Current YTD Net Income	<u>432,495.69</u>
Total Net Assets	<u><u>4,067,055.61</u></u>
Total Liabilities and Net Assets	<u><u>4,305,218.48</u></u>

**EMERALD COAST REGIONAL COUNCIL**

Statement of Revenues and Expenditures - Unposted Transactions Included In Report  
From 6/1/2025 Through 6/30/2025

	YTD Budget - Original	Current Period Actual	YTD Actual	YTD Budget Variance
<b>PROJECT REVENUES</b>				
Project Revenues	5,893,839.00	665,872.72	3,950,269.84	(1,943,569.16)
Project Fringe Reimbursement	0.00	1,398.62	139,484.14	139,484.14
<b>Total PROJECT REVENUES</b>	<u>5,893,839.00</u>	<u>667,271.34</u>	<u>4,089,753.98</u>	<u>(1,804,085.02)</u>
<b>ADMIN REVENUE</b>				
ECRC Membership Dues	156,781.00	0.00	153,531.00	(3,250.00)
Local Contribution	39,306.00	0.00	39,226.00	(80.00)
Ind Exp Reimb	395,373.00	28,911.73	278,208.13	(117,164.87)
Interest and Misc Income	0.00	6,800.73	67,266.39	67,266.39
<b>Total ADMIN REVENUE</b>	<u>591,460.00</u>	<u>35,712.46</u>	<u>538,231.52</u>	<u>(53,228.48)</u>
<b>PROJECT EXPENSES</b>				
Salaries & Fringe	2,906,453.00	184,390.96	1,864,232.22	1,042,220.78
Indirect Costs	395,373.00	28,911.73	278,208.13	117,164.87
Travel	50,000.00	1,824.95	30,095.41	19,904.59
Other Direct Expenses	2,670,483.00	516,805.67	1,843,052.41	827,430.59
<b>Total PROJECT EXPENSES</b>	<u>6,022,309.00</u>	<u>731,933.31</u>	<u>4,015,588.17</u>	<u>2,006,720.83</u>
<b>ADMINISTRATIVE AND OPERATING EXPENSES</b>				
Administrative: Salaries & Fringe	207,034.00	11,611.85	88,148.77	118,885.23
Operating: Audit & Legal Fees	6,500.00	0.00	7,021.50	(521.50)
Operating: Current Accounting Fees	1,800.00	147.99	1,476.05	323.95
Operating: Education	2,500.00	0.00	0.00	2,500.00
Operating: Expend/Debt Ser/Cap Lease	540.00	44.60	356.80	183.20
Operating: General Insurance	2,250.00	577.47	1,993.72	256.28
Operating: Memberships & Subscriptions	5,530.00	23.60	4,652.33	877.67
Operating: Office Expense	12,315.00	324.59	5,323.54	6,991.46
Operating: Personnel Training	10,000.00	0.00	150.00	9,850.00
Operating: Postage	500.00	8.65	199.36	300.64
Operating: Professional Services	8,280.00	595.23	5,787.81	2,492.19
Operating: Purchase of Equipment	6,160.00	13.99	475.38	5,684.62
Operating: Rent	9,700.00	809.22	8,036.01	1,663.99
Operating: Telephone	2,800.00	158.53	1,593.25	1,206.75
Operating: Travel - Admin	24,000.00	4,994.34	12,535.67	11,464.33
Operating: Travel - Council & Committee	6,000.00	0.00	3,232.08	2,767.92
Operating: Utilities	300.00	31.97	214.57	85.43
<b>Total ADMINISTRATIVE AND OPERATING EXPENSES</b>	<u>306,209.00</u>	<u>19,342.03</u>	<u>141,196.84</u>	<u>165,012.16</u>
<b>COUNCIL EXPENSES</b>				
Council Expenses	156,781.00	0.00	38,704.80	118,076.20
<b>Total COUNCIL EXPENSES</b>	<u>156,781.00</u>	<u>0.00</u>	<u>38,704.80</u>	<u>118,076.20</u>
<b>NET INCOME</b>	<u>0.00</u>	<u>(48,291.54)</u>	<u>432,495.69</u>	<u>432,495.69</u>

**EMERALD COAST REGIONAL COUNCIL**  
Balance Sheet - Unposted Transactions Included In Report  
As of 7/31/2025

	<u>Current Year</u>
Assets	
Current Assets	
Operating Cash	1,811,062.77
Operating Reserves	857,601.39
Accounts Receivable	<u>1,526,705.96</u>
Total Current Assets	<u>4,195,370.12</u>
Total Assets	<u><u>4,195,370.12</u></u>
Liabilities	
Short-term Liabilities	
Accounts Payable	71,725.95
Deferred Revenue	<u>236,705.37</u>
Total Short-term Liabilities	<u>308,431.32</u>
Total Liabilities	<u><u>308,431.32</u></u>
Net Assets	
Net Assets	
Unrestricted	<u>3,634,559.92</u>
Total Net Assets	3,634,559.92
Current YTD Net Income	<u>252,378.88</u>
Total Net Assets	<u><u>3,886,938.80</u></u>
Total Liabilities and Net Assets	<u><u>4,195,370.12</u></u>

**EMERALD COAST REGIONAL COUNCIL**

Statement of Revenues and Expenditures - Unposted Transactions Included In Report  
From 7/1/2025 Through 7/31/2025

	YTD Budget - Original	Current Period Actual	YTD Actual	YTD Budget Variance
<b>PROJECT REVENUES</b>				
Project Revenues	5,893,839.00	370,482.29	4,320,752.13	(1,573,086.87)
Project Fringe Reimbursement	0.00	(127,662.22)	11,821.92	11,821.92
<b>Total PROJECT REVENUES</b>	<u>5,893,839.00</u>	<u>242,820.07</u>	<u>4,332,574.05</u>	<u>(1,561,264.95)</u>
<b>ADMIN REVENUE</b>				
ECRC Membership Dues	156,781.00	0.00	153,531.00	(3,250.00)
Local Contribution	39,306.00	0.00	39,226.00	(80.00)
Ind Exp Reimb	395,373.00	29,364.17	307,572.30	(87,800.70)
Interest and Misc Income	0.00	5,165.23	72,431.62	72,431.62
<b>Total ADMIN REVENUE</b>	<u>591,460.00</u>	<u>34,529.40</u>	<u>572,760.92</u>	<u>(18,699.08)</u>
<b>PROJECT EXPENSES</b>				
Salaries & Fringe	2,906,453.00	174,551.19	2,038,783.41	867,669.59
Indirect Costs	395,373.00	29,364.17	307,572.30	87,800.70
Travel	50,000.00	2,649.32	32,744.73	17,255.27
Other Direct Expenses	2,670,483.00	224,944.44	2,067,996.85	602,486.15
<b>Total PROJECT EXPENSES</b>	<u>6,022,309.00</u>	<u>431,509.12</u>	<u>4,447,097.29</u>	<u>1,575,211.71</u>
<b>ADMINISTRATIVE AND OPERATING EXPENSES</b>				
Administrative: Salaries & Fringe	207,034.00	13,727.89	101,876.66	105,157.34
Operating: Audit & Legal Fees	6,500.00	0.00	7,021.50	(521.50)
Operating: Current Accounting Fees	1,800.00	185.91	1,661.96	138.04
Operating: Education	2,500.00	0.00	0.00	2,500.00
Operating: Expend/Debt Ser/Cap Lease	540.00	44.60	401.40	138.60
Operating: General Insurance	2,250.00	0.00	1,993.72	256.28
Operating: Memberships & Subscriptions	5,530.00	79.96	4,732.29	797.71
Operating: Office Expense	12,315.00	579.81	5,903.35	6,411.65
Operating: Personnel Training	10,000.00	0.00	150.00	9,850.00
Operating: Postage	500.00	0.00	199.36	300.64
Operating: Professional Services	8,280.00	594.83	6,382.64	1,897.36
Operating: Purchase of Equipment	6,160.00	148.04	623.42	5,536.58
Operating: Rent	9,700.00	809.22	8,845.23	854.77
Operating: Telephone	2,800.00	172.50	1,765.75	1,034.25
Operating: Travel - Admin	24,000.00	2,044.10	14,579.77	9,420.23
Operating: Travel - Council & Committee	6,000.00	879.50	4,111.58	1,888.42
Operating: Utilities	300.00	39.85	254.42	45.58
<b>Total ADMINISTRATIVE AND OPERATING EXPENSES</b>	<u>306,209.00</u>	<u>19,306.21</u>	<u>160,503.05</u>	<u>145,705.95</u>
<b>COUNCIL EXPENSES</b>				
Council Expenses	156,781.00	6,650.95	45,355.75	111,425.25
<b>Total COUNCIL EXPENSES</b>	<u>156,781.00</u>	<u>6,650.95</u>	<u>45,355.75</u>	<u>111,425.25</u>
<b>NET INCOME</b>	<u>0.00</u>	<u>(180,116.81)</u>	<u>252,378.88</u>	<u>252,378.88</u>

# Action Item

# 7



## Agenda Item Number: 7

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**SUBJECT:** Consideration of Resolution ECRC 2025-07 Adopting the Florida-Alabama Transportation Planning Organization (TPO), Okaloosa-Walton TPO, and Bay County TPO Intergovernmental Coordination and Review and Public Transportation Coordination Joint Participation Agreements (ICAR)

**BACKGROUND:** The three TPOs in the ECRC region have Intergovernmental Coordination and Review and Public Transportation Coordination Joint Participation Agreements (ICAR) that were approved in 2010, reaffirmed in 2015, and reaffirmed again in 2020. The ICARS prescribe the process for coordination of TPO planning activities with the Emerald Coast Regional Council (ECRC), local government comprehensive plans, and operators of publicly owned transportation systems. The ICARs outline the process for planning coordination, forwarding recommendations, and project program consistency between the parties to the agreement. The execution of the ICARs will be led by the TPO working with the operators of the publicly owned transportation systems.

**ATTACHED:**

- Resolution ECRC 2025-07
- FL-AL, O-W, and Bay County TPO Draft ICAR Agreements

**RECOMMENDED ACTION:** Approval of a motion authorizing the ECRC chair to sign Resolution ECRC 2025-07 adopting the Florida-Alabama TPO, Okaloosa-Walton TPO, and Bay County TPO Intergovernmental Coordination and Review and Public Transportation Coordination Joint Participation Agreements. This action is recommended to continue the coordination efforts between the TPO, ECRC, and all operators of public transportation in the TPO areas. Contact Jill Nobles, ECRC staff, at [jill.nobles@ecrc.org](mailto:jill.nobles@ecrc.org) or (850) 332-7976, Ext. 212 if additional information is needed.

**RESOLUTION ECRC 2025-07**  
**A RESOLUTION OF THE EMERALD COAST REGIONAL COUNCIL AUTHORIZING THE**  
**CHAIR TO SIGN THE TRANSPORTATION PLANNING ORGANIZATION**  
**INTERGOVERNMENTAL COORDINATION AND REVIEW AND PUBLIC**  
**TRANSPORTATION COORDINATION JOINT PARTICIPATION AGREEMENTS**

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**WHEREAS**, the Emerald Coast Regional Council (ECRC) is recognized as one of ten regional planning councils that are Florida's only multipurpose regional entities positioned to plan for coordinated intergovernmental solutions to growth-related problems on greater than local issues, provide technical assistance to local governments, and meet other needs of the communities in each region; and

**WHEREAS**, the ECRC has certain duties and responsibilities as outlined and described in the Intergovernmental Coordination and Review and Public Transportation Coordination (ICAR) Joint Participation Agreements; and

**WHEREAS**, pursuant to Section 186.504, Florida Statutes, and Chapter 29A-1, Florida Administrative Code, the ECRC was established and operates with a primary purpose of intergovernmental coordination and review; and

**WHEREAS**, pursuant to Section 186.505, Florida Statutes, the ECRC 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 Statute;

**NOW, THEREFORE, BE IT RESOLVED by the Emerald Coast Regional Council that:**

The ECRC authorizes the chair to sign ICAR Joint Participation Agreements with the Florida-Alabama, Okaloosa-Walton, and Bay County Transportation Planning Organizations.

**Duly passed and adopted by the Emerald Coast Regional Council on this 22<sup>nd</sup> day of September 2025.**

**EMERALD COAST REGIONAL COUNCIL**

**BY:** \_\_\_\_\_

**Kurvin Qualls, Chair**

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

**Kandase Lee, ECRC Chief Executive Officer**





STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**INTERGOVERNMENTAL COORDINATION AND REVIEW  
AND**

525-010-03  
POLICY PLANNING  
OGC – 10/20  
Page 1 of 16

**PUBLIC TRANSPORTATION COLLABORATIVE PLANNING AGREEMENT**

THIS INTERGOVERNMENTAL COORDINATION AND REVIEW AND PUBLIC TRANSPORTATION COLLABORATIVE PLANNING AGREEMENT is made and entered into on this 13<sup>th</sup> day of August, 2025, by and between the FLORIDA DEPARTMENT OF TRANSPORTATION (Department); the FLORIDA-ALABAMA TRANSPORTATION PLANNING ORGANIZATION; the EMERALD COAST REGIONAL COUNCIL; CITY OF PENSACOLA, owner and operator of the PORT OF PENSACOLA and the PENSACOLA INTERNATIONAL AIRPORT; ESCAMBIA COUNTY, owner and operator of ESCAMBIA COUNTY AREA TRANSIT; SANTA ROSA COUNTY BOARD OF COUNTY COMMISSIONERS, owner and operator of PETER PRINCE FIELD; and the BALDWIN COUNTY, ALABAMA, BOARD OF COUNTY COMMISSIONERS, owner and operator of the BALDWIN REGIONAL AREA TRANSPORTATION SYSTEM; collectively referred to as the Parties.

**RECITALS**

WHEREAS, the Federal Government, under the authority of 23 United States Code (USC) § 134 and 49 USC § 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, 23 USC § 134, 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, 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 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 Florida-Alabama Transportation Planning Organization, herein after referred to as the MPO, 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 Section 339.175 F.S., the MPO 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 186.505, 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., 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 23 CFR § 450 and Section 339.175, F.S., the MPO 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 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 Planning Area;

WHEREAS, the Intergovernmental Coordination and Review and Public Transportation Coordination Joint Participation Agreement, dated June 9, 2010, is hereby replaced and superseded in its entirety by this Agreement.

WHEREAS, the undersigned Parties have determined that this Agreement satisfies the requirements of and is consistent with 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 AND DEFINITIONS**

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.

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

- (a) **Agreement** means this instrument, as may be amended from time to time.
- (b) **Corridor or Subarea Study** means studies involving major investment decisions or as otherwise identified in 23 CFR § 450.
- (c) **Department** means the Florida Department of Transportation, an agency of the State of Florida, created pursuant to Section 20.23, F.S.
- (d) **FHWA** means the Federal Highway Administration.
- (e) **Long Range Transportation Plan (LRTP)** means 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 23 USC § 134, 49 USC § 5303, 23 CFR § 450, and Section 339.175, F.S.
- (f) **Metropolitan Planning Area** means the planning area as determined by agreement between the MPO 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.
- (g) **Metropolitan Planning Organization (MPO)** means the Florida-Alabama TPO formed pursuant to Interlocal Agreement as described in 23 USC § 134, 49 USC § 5303, and Section 339.175, F.S. This may also be referred to as a Transportation Planning Organization (TPO).
- (h) **Regional Planning Council (RPC)** means the Emerald Coast Regional Council created pursuant to Section 186.504, F.S., and identified in Rule 29A, F.A.C.
- (i) **Transportation Improvement Program (TIP)** means 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 23 USC §§ 134 and 450, 49 USC § 5303, and Section 339.175, F.S.
- (j) **Unified Planning Work Program (UPWP)** means 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 23 CFR § 450.308(c), and Section 339.175, F.S.

## **ARTICLE 2**

### **PURPOSE**

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

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 MPO 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.

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**

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

- (a) The MPO shall cooperate with the CITY OF PENSACOLA, owner and operator of the PORT OF PENSACOLA and the PENSACOLA INTERNATIONAL AIRPORT; ESCAMBIA COUNTY, owner and operator of ESCAMBIA COUNTY AREA TRANSIT; SANTA ROSA COUNTY BOARD OF COUNTY COMMISSIONERS, owner and operator of PETER PRINCE FIELD; and the BALDWIN COUNTY, ALABAMA, BOARD OF COUNTY COMMISSIONERS, owner and operator of the BALDWIN REGIONAL AREA TRANSPORTATION SYSTEM (collectively, "Transportation Authorities"] to optimize the planning and programming of an integrated and balanced intermodal transportation system for the Metropolitan Planning Area.
- (b) The MPO 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 MPO may include, but shall include 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 are not under the

jurisdiction of a general purpose local government represented on the MPO, the MPO may request the Governor to designate said authority or agency as a voting member of the MPO in accordance with the requirements of Section 339.175, F.S. If the new member would significantly alter local government representation in the MPO, the MPO shall propose a revised apportionment plan to the Governor to ensure voting membership on the MPO to be an elected official representing public transit authorities which have been, or may be, created by law.

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

### 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 MPO, development of such plans or programs shall be viewed as a cooperative effort involving the Parties to this Agreement. In developing its plans and programs, the MPO shall solicit the comments and recommendations of the other 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 MPO), the MPO shall provide notice to all other Parties to this Agreement to advise them of 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 other Parties receive written notice at least 15 days prior to the date of all public workshops and hearings, or within the specified number of days per MPO 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 MPO), the MPO and Transportation Authorities shall review for consistency 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 in consideration of other relevant growth management plans, the MPO and Transportation Authorities 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 MPO 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 the goals, objectives, and policies of each comprehensive plan of the local governments in the Metropolitan Planning Area. If the MPO's TIP is

inconsistent with a local government's comprehensive plan, the MPO shall so indicate, and the MPO 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 MPO), the MPO shall analyze the master plans of the Transportation Authorities. Based upon the foregoing review and a consideration of other transportation related factors, the MPO, shall from time to time and as appropriate, provide recommendations to the other 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 UPWP, TIP, LRTP, 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 as appropriate, provide written recommendations to the MPO with regard to development, amendment, and implementation of the plans, programs, and studies.
- (3) The MPO agrees that, to the maximum extent feasible, the TIP shall be consistent with the affected growth management and other relevant plans of the other Parties to this Agreement.

#### **ARTICLE 4**

#### **INTERGOVERNMENTAL COORDINATION AND REVIEW**

4.01. Coordination with Regional Planning Council. The RPC shall do the following:

- (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 MPO, 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 MPO 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 MPO and each county or city of its findings;
  - (2) The RPC shall advise the MPO 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 TIP, LRTP, Corridor and Subarea studies, or amendments thereto, the MPO may request that the RPC consider adoption of regional transportation goals, objectives, and policies in the Strategic Regional Policy Plan implementing the adopted TIP, LRTP, 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 MPO will identify the change in the final adopted plan intended to resolve the adverse comment, or alternatively, the MPO 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 of this Agreement.

## **ARTICLE 5**

### **CONFLICT AND DISPUTE RESOLUTION PROCESS**

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 a party to this Agreement with conflicts or disputes shall engage in conflict resolution.

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:

Department: District Director for Planning and Programs

MPO: The current TPO Chair

RPC: The current Chief Executive Officer

Escambia County Area Transit: The current Director

Baldwin Regional Area Transportation System: The current Director

Port of Pensacola: The current Director

Pensacola International Airport: The current Director

Peter Prince Field: The current Director

5.03. Resolution by senior agency official. If the conflict remains unresolved, the conflict shall be resolved by the officials listed on section 5.02 of this Agreement, with the exception of the Department's listed official, which for purposes of this section 5.03 shall be the District Secretary.

5.04. Resolution by the Office of the Governor. If the conflict is not resolved through conflict resolution pursuant to sections 5.01, 5.02, and 5.03 of this Agreement, the affected 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 the affected parties.

## **ARTICLE 6**

### **MISCELLANEOUS PROVISION**

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.

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.

6.03. Duration; withdrawal procedure.

(a) Duration. This Agreement shall have a term of five (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. With the exception of the MPO, any party to this Agreement may withdraw after presenting in written form a notice of intent to withdraw to the other Parties to this Agreement, at least ninety (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.

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, to the officials identified for each party in section 5.02 of this agreement.

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.

6.05. Interpretation.

(a) Drafters of Agreement. All Parties to this Agreement 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.

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.

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.

6.08. Effective date. This Agreement shall become effective on the date last signed by the Parties hereto.

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.

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.

6.11. Rights and remedies not waived. In no event shall the making by the Department of any payment to the MPO 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 MPO, 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.

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, excluding the Department, shall provide to each other such data, reports, records, contracts, and other documents in its possession relating to the MPO as is requested. Charges are to be in accordance with Chapter 119, F.S.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**INTERGOVERNMENTAL COORDINATION AND REVIEW  
AND  
PUBLIC TRANSPORTATION COLLABORATIVE PLANNING AGREEMENT**

525-010-03  
POLICY PLANNING  
OGC – 10/20  
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**Signed, sealed and delivered in the presence of:**

**FLORIDA DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Approved as to form and legal sufficiency

Attorney: \_\_\_\_\_

Name: \_\_\_\_\_

Signed, Sealed and Delivered in the presence of:

FLORIDA-ALABAMA TRANSPORTATION PLANNING ORGANIZATION

BY: \_\_\_\_\_

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

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

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

(SEAL)

Signed, Sealed and Delivered in the presence of:

EMERALD COAST REGIONAL COUNCIL

BY: \_\_\_\_\_

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

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

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

(SEAL)

**CITY OF PENSACOLA**, a Florida Municipal Corporation, on behalf of the Port of Pensacola and Pensacola International Airport, Departments of the City

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

BY: \_\_\_\_\_  
Mayor

DATE: EXECUTED: \_\_\_\_\_

**ESCAMBIA COUNTY, FLORIDA by and  
through its duly authorized BOARD OF  
COUNTY COMMISSIONERS**

ATTEST: Pam Childers  
Clerk of the Circuit Court

By: \_\_\_\_\_  
Michael S. Kohler, Chairman

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

By: \_\_\_\_\_  
Deputy Clerk

BOCC Approved: \_\_\_\_\_

(SEAL)

**SANTA ROSA COUNTY, FLORIDA by and  
through its duly authorized BOARD OF  
COUNTY COMMISSIONERS**

ATTEST: Jason English  
Clerk of the Circuit Court

By: \_\_\_\_\_  
Kerry Smith, Chairman

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

By: \_\_\_\_\_  
Clerk

BOCC Approved: \_\_\_\_\_

(SEAL)

**Baldwin County Commission**

By: \_\_\_\_\_

Name: Matthew P. McKenzie \_\_\_\_\_

Title: Chairman of Baldwin County Commission \_\_\_\_\_

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

Attest:

By: \_\_\_\_\_

Name: Roger Rendelman \_\_\_\_\_

Title: County Administrator \_\_\_\_\_

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



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**INTERGOVERNMENTAL COORDINATION AND REVIEW  
AND**

525-010-03  
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**PUBLIC TRANSPORTATION COLLABORATIVE PLANNING AGREEMENT**

THIS INTERGOVERNMENTAL COORDINATION AND REVIEW AND PUBLIC TRANSPORTATION COLLABORATIVE PLANNING AGREEMENT is made and entered into on this day of August, 2025, by and between the FLORIDA DEPARTMENT OF TRANSPORTATION (Department); the OKALOOSA-WALTON TRANSPORTATION PLANNING ORGANIZATION; the EMERALD COAST REGIONAL COUNCIL; OKALOOSA COUNTY, owner and operator of the DESTIN-FORT WALTON BEACH AIRPORT, DESTIN EXECUTIVE AIRPORT, and BOB SIKES AIRPORT, and the owner and operator of the OKALOOSA COUNTY PUBLIC TRANSIT SYSTEM; the CITY OF DEFUNIAK SPRINGS, owner and operator of DEFUNIAK SPRINGS MUNICIPAL AIRPORT; and WALTON COUNTY; collectively referred to as the Parties.

**RECITALS**

WHEREAS, the Federal Government, under the authority of 23 United States Code (USC) § 134 and 49 USC § 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, 23 USC § 134, 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, 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 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 Okaloosa-Walton Transportation Planning Organization, herein after referred to as the MPO, 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 Section 339.175 F.S., the MPO 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 186.505, 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., 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 23 CFR § 450 and Section 339.175, F.S., the MPO 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 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 Planning Area;

WHEREAS, the Intergovernmental Coordination and Review and Public Transportation Coordination Joint Participation Agreement, dated April 15, 2010, is hereby replaced and superseded in its entirety by this Agreement.

WHEREAS, the undersigned Parties have determined that this Agreement satisfies the requirements of and is consistent with 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 AND DEFINITIONS**

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.

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

- (a) **Agreement** means this instrument, as may be amended from time to time.
- (b) **Corridor or Subarea Study** means studies involving major investment decisions or as otherwise identified in 23 CFR § 450.
- (c) **Department** means the Florida Department of Transportation, an agency of the State of Florida, created pursuant to Section 20.23, F.S.
- (d) **FHWA** means the Federal Highway Administration.
- (e) **Long Range Transportation Plan (LRTP)** means 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 23 USC § 134, 49 USC § 5303, 23 CFR § 450, and Section 339.175, F.S.
- (f) **Metropolitan Planning Area** means the planning area as determined by agreement between the MPO 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.
- (g) **Metropolitan Planning Organization (MPO)** means the Okaloosa-Walton TPO formed pursuant to Interlocal Agreement as described in 23 USC § 134, 49 USC § 5303, and Section 339.175, F.S. This may also be referred to as a Transportation Planning Organization (TPO).
- (h) **Regional Planning Council (RPC)** means the Emerald Coast Regional Council created pursuant to Section 186.504, F.S., and identified in Rule 29A, F.A.C.
- (i) **Transportation Improvement Program (TIP)** means 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 23 USC §§ 134 and 450, 49 USC § 5303, and Section 339.175, F.S.
- (j) **Unified Planning Work Program (UPWP)** means 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 23 CFR § 450.308(c), and Section 339.175, F.S.

## **ARTICLE 2**

### **PURPOSE**

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

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 MPO 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.

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**

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

- (a) The MPO shall cooperate with the OKALOOSA COUNTY, owner and operator of the DESTIN-FORT WALTON BEACH AIRPORT, DESTIN EXECUTIVE AIRPORT, and BOB SIKES AIRPORT, and the owner and operator of the OKALOOSA COUNTY PUBLIC TRANSIT SYSTEM; the CITY OF DEFUNIAK SPRINGS, owner and operator of DEFUNIAK SPRINGS MUNICIPAL AIRPORT; and WALTON COUNTY (collectively, "Transportation Authorities") to optimize the planning and programming of an integrated and balanced intermodal transportation system for the Metropolitan Planning Area.
- (b) The MPO 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 MPO may include, but shall include 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 are not under the jurisdiction of a general purpose local government represented on the MPO, the MPO

may request the Governor to designate said authority or agency as a voting member of the MPO in accordance with the requirements of Section 339.175, F.S. If the new member would significantly alter local government representation in the MPO, the MPO shall propose a revised apportionment plan to the Governor to ensure voting membership on the MPO to be an elected official representing public transit authorities which have been, or may be, created by law.

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

### 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 MPO, development of such plans or programs shall be viewed as a cooperative effort involving the Parties to this Agreement. In developing its plans and programs, the MPO shall solicit the comments and recommendations of the other 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 MPO), the MPO shall provide notice to all other Parties to this Agreement to advise them of 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 other Parties receive written notice at least 15 days prior to the date of all public workshops and hearings, or within the specified number of days per MPO 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 MPO), the MPO and Transportation Authorities shall review for consistency 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 in consideration of other relevant growth management plans, the MPO and Transportation Authorities 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 MPO 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 the goals, objectives, and policies of each comprehensive plan of the local governments in the Metropolitan Planning Area. If the MPO's TIP is inconsistent with a local government's comprehensive plan, the MPO shall so

indicate, and the MPO 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 MPO), the MPO shall analyze the master plans of the Transportation Authorities. Based upon the foregoing review and a consideration of other transportation related factors, the MPO, shall from time to time and as appropriate, provide recommendations to the other 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 UPWP, TIP, LRTP, 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 as appropriate, provide written recommendations to the MPO with regard to development, amendment, and implementation of the plans, programs, and studies.
- (3) The MPO agrees that, to the maximum extent feasible, the TIP shall be consistent with the affected growth management and other relevant plans of the other Parties to this Agreement.

#### **ARTICLE 4**

#### **INTERGOVERNMENTAL COORDINATION AND REVIEW**

4.01. Coordination with Regional Planning Council. The RPC shall do the following:

- (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 MPO, 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 MPO 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 MPO and each county or city of its findings;
  - (2) The RPC shall advise the MPO 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 TIP, LRTP, Corridor and Subarea studies, or amendments thereto, the MPO may request that the RPC consider adoption of regional transportation goals, objectives, and policies in the Strategic Regional Policy Plan implementing the adopted TIP, LRTP, 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 MPO will identify the change in the final adopted plan intended to resolve the adverse comment, or alternatively, the MPO 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 of this Agreement.

## **ARTICLE 5**

### **CONFLICT AND DISPUTE RESOLUTION PROCESS**

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 a party to this Agreement with conflicts or disputes shall engage in conflict resolution.

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:

Department: District Director for Planning and Programs

MPO: The current TPO Chair

RPC: The current Chief Executive Officer

Okaloosa County Transit System: The current Manager

Okaloosa County Airports Department: The current Airport Director

DeFuniak Springs Municipal Airport: The current Airport Manager

Walton County Board of Commissioners: The current Board of Commissioners

5.03. Resolution by senior agency official. If the conflict remains unresolved, the conflict shall be resolved by the officials listed on section 5.02 of this Agreement, with the exception of the Department's listed official, which for purposes of this section 5.03 shall be the District Secretary.

5.04. Resolution by the Office of the Governor. If the conflict is not resolved through conflict resolution pursuant to sections 5.01, 5.02, and 5.03 of this Agreement, the affected 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 the affected parties.

## **ARTICLE 6**

## **MISCELLANEOUS PROVISION**

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.

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.

6.03. Duration; withdrawal procedure.

(a) Duration. This Agreement shall have a term of five (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. With the exception of the MPO, any party to this Agreement may withdraw after presenting in written form a notice of intent to withdraw to the other Parties to this Agreement, at least ninety (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.

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, to the officials identified for each party in section 5.02 of this agreement.

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.

6.05. Interpretation.

(a) Drafters of Agreement. All Parties to this Agreement 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.

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.

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.

6.08. Effective date. This Agreement shall become effective on the date last signed by the Parties hereto.

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.

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.

6.11. Rights and remedies not waived. In no event shall the making by the Department of any payment to the MPO 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 MPO, 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.

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, excluding the Department, shall provide to each other such data, reports, records, contracts, and other documents in its possession relating to the MPO as is requested. Charges are to be in accordance with Chapter 119, F.S.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**INTERGOVERNMENTAL COORDINATION AND REVIEW  
AND  
PUBLIC TRANSPORTATION COLLABORATIVE PLANNING AGREEMENT**

525-010-03  
POLICY PLANNING  
OGC – 10/20  
Page 10 of 15

**Signed, sealed and delivered in the presence of:**

**FLORIDA DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Approved as to form and legal sufficiency

Attorney: \_\_\_\_\_

Name: \_\_\_\_\_

Signed, Sealed and Delivered in the presence of:

OKALOOSA-WALTON TRANSPORTATION PLANNING ORGANIZATION

BY: \_\_\_\_\_

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

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

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

(SEAL)

Signed, Sealed and Delivered in the presence of:

EMERALD COAST REGIONAL COUNCIL

BY: \_\_\_\_\_

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

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

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

(SEAL)

Signed, Sealed and Delivered in the presence of:

OKALOOSA BOARD OF COUNTY COMMISSIONERS

BY: \_\_\_\_\_  
Paul Nixon

TITLE: Chairman

ATTEST: \_\_\_\_\_  
Brad E. Embry

TITLE: Clerk of the Circuit Court

(SEAL)

Signed, Sealed and Delivered in the presence of:

CITY OF DEFUNIAK SPRINGS (Placeholder signature block)

BY: \_\_\_\_\_

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

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

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

(SEAL)

Signed, Sealed and Delivered in the presence of:

WALTON COUNTY BOARD OF COUNTY COMMISSIONERS (Placeholder signature block)

BY: \_\_\_\_\_

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

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

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

(SEAL)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**INTERGOVERNMENTAL COORDINATION AND REVIEW  
AND**

525-010-03  
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**PUBLIC TRANSPORTATION COLLABORATIVE PLANNING AGREEMENT**

THIS INTERGOVERNMENTAL COORDINATION AND REVIEW AND PUBLIC TRANSPORTATION COLLABORATIVE PLANNING AGREEMENT is made and entered into on this 27<sup>th</sup> day of August, 2025, by and between the FLORIDA DEPARTMENT OF TRANSPORTATION (Department); the BAY COUNTY TRANSPORTATION PLANNING ORGANIZATION, owner and operator of the Bay County Transit; the EMERALD COAST REGIONAL COUNCIL; the BAY COUNTY BOARD OF COMMISSIONERS; the PANAMA CITY PORT AUTHORITY, owner and operator of the PORT OF PANAMA CITY; and the PANAMA CITY-BAY COUNTY AIRPORT and INDUSTRIAL DISTRICT, owner and operator of the PANAMA CITY-BAY COUNTY INTERNATIONAL AIRPORT; collectively referred to as the Parties.

**RECITALS**

WHEREAS, the Federal Government, under the authority of 23 United States Code (USC) § 134 and 49 USC § 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, 23 USC § 134, 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, 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 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 Bay County Transportation Planning Organization, herein after referred to as the MPO, 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 Section 339.175 F.S., the MPO 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 186.505, 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., 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 23 CFR § 450 and Section 339.175, F.S., the MPO 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 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 Planning Area;

WHEREAS, the Intergovernmental Coordination and Review and Public Transportation Coordination Joint Participation Agreement, dated April 28, 2010, is hereby replaced and superseded in its entirety by this Agreement.

WHEREAS, the undersigned Parties have determined that this Agreement satisfies the requirements of and is consistent with 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 AND DEFINITIONS**

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.

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

- (a) **Agreement** means this instrument, as may be amended from time to time.
- (b) **Corridor or Subarea Study** means studies involving major investment decisions or as otherwise identified in 23 CFR § 450.
- (c) **Department** means the Florida Department of Transportation, an agency of the State of Florida, created pursuant to Section 20.23, F.S.
- (d) **FHWA** means the Federal Highway Administration.
- (e) **Long Range Transportation Plan (LRTP)** means 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 23 USC § 134, 49 USC § 5303, 23 CFR § 450, and Section 339.175, F.S.
- (f) **Metropolitan Planning Area** means the planning area as determined by agreement between the MPO 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.
- (g) **Metropolitan Planning Organization (MPO)** means the Bay County TPO formed pursuant to Interlocal Agreement as described in 23 USC § 134, 49 USC § 5303, and Section 339.175, F.S. This may also be referred to as a Transportation Planning Organization (TPO).
- (h) **Regional Planning Council (RPC)** means the Emerald Coast Regional Council created pursuant to Section 186.504, F.S., and identified in Rule 29A, F.A.C.
- (i) **Transportation Improvement Program (TIP)** means 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 23 USC §§ 134 and 450, 49 USC § 5303, and Section 339.175, F.S.
- (j) **Unified Planning Work Program (UPWP)** means 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 23 CFR § 450.308(c), and Section 339.175, F.S.

## **ARTICLE 2**

### **PURPOSE**

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

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 MPO 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.

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**

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

- (a) The MPO shall cooperate with the BAY COUNTY TRANSPORTATION PLANNING ORGANIZATION, owner and operator of the Bay County Transit; the BAY COUNTY BOARD OF COMMISSIONERS; the PANAMA CITY PORT AUTHORITY, owner and operator of the PORT OF PANAMA CITY; and the PANAMA CITY-BAY COUNTY AIRPORT and INDUSTRIAL DISTRICT, owner and operator of the PANAMA CITY-BAY COUNTY INTERNATIONAL AIRPORT (collectively, "Transportation Authorities") to optimize the planning and programming of an integrated and balanced intermodal transportation system for the Metropolitan Planning Area.
- (b) The MPO 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 MPO may include, but shall include 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 are not under the jurisdiction of a general purpose local government represented on the MPO, the MPO

may request the Governor to designate said authority or agency as a voting member of the MPO in accordance with the requirements of Section 339.175, F.S. If the new member would significantly alter local government representation in the MPO, the MPO shall propose a revised apportionment plan to the Governor to ensure voting membership on the MPO to be an elected official representing public transit authorities which have been, or may be, created by law.

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

### 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 MPO, development of such plans or programs shall be viewed as a cooperative effort involving the Parties to this Agreement. In developing its plans and programs, the MPO shall solicit the comments and recommendations of the other 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 MPO), the MPO shall provide notice to all other Parties to this Agreement to advise them of 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 other Parties receive written notice at least 15 days prior to the date of all public workshops and hearings, or within the specified number of days per MPO 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 MPO), the MPO and Transportation Authorities shall review for consistency 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 in consideration of other relevant growth management plans, the MPO and Transportation Authorities 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 MPO 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 the goals, objectives, and policies of each comprehensive plan of the local governments in the Metropolitan Planning Area. If the MPO's TIP is inconsistent with a local government's comprehensive plan, the MPO shall so

indicate, and the MPO 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 MPO), the MPO shall analyze the master plans of the Transportation Authorities. Based upon the foregoing review and a consideration of other transportation related factors, the MPO, shall from time to time and as appropriate, provide recommendations to the other 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 UPWP, TIP, LRTP, 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 as appropriate, provide written recommendations to the MPO with regard to development, amendment, and implementation of the plans, programs, and studies.
- (3) The MPO agrees that, to the maximum extent feasible, the TIP shall be consistent with the affected growth management and other relevant plans of the other Parties to this Agreement.

#### **ARTICLE 4**

##### **INTERGOVERNMENTAL COORDINATION AND REVIEW**

4.01. Coordination with Regional Planning Council. The RPC shall do the following:

- (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 MPO, 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 MPO 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 MPO and each county or city of its findings;
  - (2) The RPC shall advise the MPO 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 TIP, LRTP, Corridor and Subarea studies, or amendments thereto, the MPO may request that the RPC consider adoption of regional transportation goals, objectives, and policies in the Strategic Regional Policy Plan implementing the adopted TIP, LRTP, 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 MPO will identify the change in the final adopted plan intended to resolve the adverse comment, or alternatively, the MPO 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 of this Agreement.

## **ARTICLE 5**

### **CONFLICT AND DISPUTE RESOLUTION PROCESS**

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 a party to this Agreement with conflicts or disputes shall engage in conflict resolution.

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:

Department: District Director for Planning and Programs

MPO: The current TPO Chair

RPC: The current Chief Executive Officer

Bay County Board of Commissioners: The current County Manager

Panama City Port Authority The current Executive Director

DeFuniak Springs Municipal Airport: The current Airport Manager

Panama City-Bay County Airport and Industrial Distric: The current Executive Director

5.03. Resolution by senior agency official. If the conflict remains unresolved, the conflict shall be resolved by the officials listed on section 5.02 of this Agreement, with the exception of the Department's listed official, which for purposes of this section 5.03 shall be the District Secretary.

5.04. Resolution by the Office of the Governor. If the conflict is not resolved through conflict resolution pursuant to sections 5.01, 5.02, and 5.03 of this Agreement, the affected 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 the affected parties.

## **ARTICLE 6**

## **MISCELLANEOUS PROVISION**

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.

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.

6.03. Duration; withdrawal procedure.

(a) Duration. This Agreement shall have a term of five (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. With the exception of the MPO, any party to this Agreement may withdraw after presenting in written form a notice of intent to withdraw to the other Parties to this Agreement, at least ninety (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.

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, to the officials identified for each party in section 5.02 of this agreement.

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.

6.05. Interpretation.

(a) Drafters of Agreement. All Parties to this Agreement 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.

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.

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.

6.08. Effective date. This Agreement shall become effective on the date last signed by the Parties hereto.

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.

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.

6.11. Rights and remedies not waived. In no event shall the making by the Department of any payment to the MPO 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 MPO, 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.

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, excluding the Department, shall provide to each other such data, reports, records, contracts, and other documents in its possession relating to the MPO as is requested. Charges are to be in accordance with Chapter 119, F.S.



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**INTERGOVERNMENTAL COORDINATION AND REVIEW  
AND  
PUBLIC TRANSPORTATION COLLABORATIVE PLANNING AGREEMENT**

525-010-03  
POLICY PLANNING  
OGC – 10/20  
Page 10 of 15

**Signed, sealed and delivered in the presence of:**

**FLORIDA DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Approved as to form and legal sufficiency

Attorney: \_\_\_\_\_

Name: \_\_\_\_\_

Signed, Sealed and Delivered in the presence of:

BAY COUNTY TRANSPORTATION PLANNING ORGANIZATION

BY: \_\_\_\_\_

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

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

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

(SEAL)

Signed, Sealed and Delivered in the presence of:

EMERALD COAST REGIONAL COUNCIL

BY: \_\_\_\_\_

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

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

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

(SEAL)

Signed, Sealed and Delivered in the presence of:

BAY COUNTY BOARD OF COUNTY COMMISSIONERS (Placeholder signature block)

BY: \_\_\_\_\_

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

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

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

(SEAL)

Signed, Sealed and Delivered in the presence of:

PANAMA CITY PORT AUTHORITY (Placeholder signature block)

BY: \_\_\_\_\_

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

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

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

(SEAL)

Signed, Sealed and Delivered in the presence of:

PANAMA CITY-BAY COUNTY AIRPORT AND INDUSTRIAL DISTRICT (Placeholder signature block)

BY: \_\_\_\_\_

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

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

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

(SEAL)

# Action Item

## 8

## Agenda Item Number: 8

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**SUBJECT:** Consideration of Addition of Quest Corporation of America, Inc. as a Subcontractor to the ECRC/TPOs Consultant Contracts

**BACKGROUND:** In August 2023, the TPO approved the selection of Kimley-Horn and Associates and their respective subconsultants, to serve as planning consultants for the Emerald Coast Regional Council and the Florida-Alabama, Okaloosa-Walton, and Bay County TPOs.

“Quest Corporation of America, Inc. (Quest) is pleased to support the Emerald Coast Regional Council (ECRC) with public involvement and outreach services. With nearly 30 years of experience in Florida’s Panhandle, Quest has led public involvement, outreach, and marketing efforts across Escambia, Santa Rosa, Okaloosa, Walton, and Bay counties. Our team of experienced professionals has worked extensively with local governments, TPO boards, and FDOT District Three, building strong relationships with community stakeholders throughout the region. We possess a deep understanding of the Panhandle’s diverse communities, from rural towns to coastal hubs, and the unique communication strategies each requires. Quest will provide strategic marketing and communications support for the ECRC’s priority projects, helping ensure consistency, clarity, and public awareness in all outreach activities. We will assist with content development, social media, event coordination, and collateral design, while also advising on messaging strategies tailored to each community. Having supported initiatives such as Complete Streets planning, corridor studies, and regional mobility efforts, Quest understands the importance of aligning technical information with public understanding. We are agile, responsive, collaborative, and ready to integrate seamlessly with the ECRC team. Above all, our goal is to uphold the Council’s reputation while expanding its communication reach across the Panhandle.”

In the approved Kimley-Horn contract it states in Section 9.02 “THIRD PARTY CONTRACT – Third parties that are now authorized subcontractors of Kimley-Horn and Associates, Inc. Team include Cambridge Systematics, Inc., Carpe Diem Community Solutions, Inc., Halff Associates, Inc., and HSA Columbia. Expect as noted above and otherwise authorized in writing by ECRC/TPOs, the GPC shall not execute any contract or obligate itself in any other manner with any third party with respect to the project.”

**RECOMMENDED ACTION:** Approval of a motion authorizing the addition of Quest Corporation of America, Inc. as a subcontractor to the ECRC/TPOs’ planning consultant contract. This action is recommended to ensure continuous services of general planning services. Contact Kandase Lee, ECRC CEO, if additional information is needed at [kandase.lee@ecrc.org](mailto:kandase.lee@ecrc.org) or (850) 332-7976, ext. 201.



# Action Item

## 9

## **Agenda Item Number: 9**

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**SUBJECT:** Consideration of Resolution ECRC 2025-08 Authorizing the CEO to Execute an Addendum to the WGI Contract, and the existing FDOT LAP Agreement for an increase of \$450,000 supplemental funds for the RTMC Post Design Architectural Services

**BACKGROUND:** On September 12, 2018, the FL-AL TPO approved Resolution FL-AL 18-31 identifying the FL-AL TPO as the lead agency in delivery of the Advanced Traffic Management System (ATMS). As lead agency, the TPO is the entity to own/operate/deliver the ATMS project on behalf of the local governments within the FL-AL TPO area in Florida.

On April 14, 2021, the FL-AL TPO approved Resolution FL-AL 21-14 designating \$1,621,143 from the Coronavirus Response Relief Supplemental Appropriations Act (CRRSAA) towards the design of the RTMC. The CRRSAA funds are being held by FDOT and will be distributed to the RTMC project through a LAP agreement with the TPO. The TPO will become LAP certified for the delivery of the RTMC.

In April 2022, the FL-AL TPO approved Resolution 22-09 Authorize ECRC to design the RTMC on behalf of the TPO.

In August 2025, the FL-AL TPO approved Resolution 25-25 Requesting FDOT to transfer \$450,000 to the open LAP Agreement for the Post Design Architectural services, to be administered by ECRC.

The RTMC design is complete and on September 5<sup>th</sup> 2025, Escambia County opened bids from three qualified construction contractors for the delivery of the RTMC. Post Design Architectural Services are required for successful delivery of the RTMC project.

**ATTACHED:**

- ECRC Resolution 2025-08
- ECRC LAP Certification Memo
- RTMC Post Design LAP Supplemental Agreement
- FL-AL Resolution 25-25

**RECOMMENDED ACTION:** A motion authorizing the chair to sign Resolution ECRC 2025-08, Authorizing the CEO to execute an addendum to the WGI contract and the existing LAP Agreement increasing the supplemental funds of \$450,000 for the RTMC Post Design Architectural Services. Contact Kandase Lee, ECRC CEO, at 850-332-7976, Ext. 201 or [kandase.lee@ecrc.org](mailto:kandase.lee@ecrc.org) if additional information is needed.

**RESOLUTION ECRC 2025-08**  
**A RESOLUTION OF THE EMERALD COAST REGIONAL COUNCIL (ECRC)**  
**AUTHORIZING THE CEO TO EXECUTE AN ADDENDUM TO THE WGI CONTRACT AND**  
**THE EXISTING FDOT LAP AGREEMENT ADDING \$450,000 SUPPLEMENTAL FUNDS FOR**  
**RTMC POST DESIGN ARCHITECTURAL SERVICES**

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**WHEREAS**, the Florida-Alabama Transportation Planning Organization (TPO) is the organization designated by the governors of Florida and Alabama as being responsible, together with the states of Florida and Alabama, for carrying out the continuing, cooperative, and comprehensive transportation planning process for the Florida-Alabama TPO planning area; and

**WHEREAS**, on September 12, 2018, the FL-AL TPO approved Resolution FL-AL 18-31 identifying the FL-AL TPO as the lead agency in delivery of the Advanced Traffic Management System (ATMS); and

**WHEREAS**, as lead agency, the TPO is the entity to own, operate, and deliver the ATMS project on behalf of the local governments within the FL-AL TPO area in Florida; and

**WHEREAS**, on April 14, 2021, the FL-AL TPO approved Resolution FL-AL 21-14 designating \$1,621,143 from the Coronavirus Response Relief Supplemental Appropriations Act (CRRSAA) towards the design of the RTMC; and

**WHEREAS**, on April 13, 2022, the TPO approved Resolution FL-AL 22-09 awarding/designating the project and LAP certification to the ECRC;

**WHEREAS**, on August 13, 2025, the TPO approved Resolution FL-AL 25-25 requesting FDOT transfer of funds in the amount of \$450,000 to the current LAP Agreement for the RTMC Design; and

**WHEREAS**, Post Design Architectural Services are required for successful delivery of this project and both the FDOT and FL-AL TPO wish to continue the current Emerald Coast Regional Council Local Agency Program (LAP) Agreement with FDOT for delivery of the RTMC Post Design Architectural Services with WGI, Inc., on behalf of the FL-AL TPO;

**NOW, THEREFORE, BE IT RESOLVED BY THE EMERALD COAST REGIONAL COUNCIL THAT:**

The ECRC authorizes the CEO to execute the addendum to the WGI contract and existing FDOT LAP Agreement adding the supplemental funds of \$450,000 for RTMC Post Design Architectural Services.

**Duly passed and adopted by the Emerald Coast Regional Council on this 22<sup>nd</sup> day of September 2025.**

**EMERALD COAST REGIONAL COUNCIL**

**BY:** \_\_\_\_\_  
**Kurvin Qualls, Chair**

**ATTEST:** \_\_\_\_\_  
**Kandase Lee, ECRC Chief Executive Officer**





## Florida Department of Transportation

RON DESANTIS  
GOVERNOR

1074 Highway 90  
Chipley, FL 32428

JARED W. PERDUE, P.E.  
SECRETARY

08/06/2025 | 8:29 AM EDT

Kandase Lee, Chief Executive Officer  
Emerald Coast Regional Council  
P.O. Box 11399  
Pensacola, Florida 32524

Re: Local Agency Program (LAP) Certification

Dear Kandase:

The purpose of this letter is to serve as official notification that Emerald Coast Regional Council (ECRC) has been granted **Full Certification with Exceptions**, pursuant to [Chapter 7 of the Local Agency Program \(LAP\) Manual](#). This certification will expire on **June 30, 2028** and is granted with the following exceptions to Full Certification:

- Agency may not perform In-House Design on LAP Classification A, B, or C
- Agency may not perform Force Account Construction
- Agency may not perform In-House CEI on LAP Classification A, B, or C
- Agency may not perform In-House Contract Compliance (RCS)

This certification is contingent on the agency completing all Computer Based Training (CBT) requirements within 90 days of this letter. If training is not completed, certification will be removed. The complete list of the CBT's and all other training classes are listed in [Section 7.5.4 and Section 7.9 \(optional\), Chapter 7](#) of the LAP Manual. In order to receive credit, agency staff is responsible for submitting their training completion certificates to the Local Programs Office.

It should be noted that if the agency experiences personnel changes and those personnel the agency must notify the Department of the change immediately. Failure to do so could result in the suspension of certification.

The Department's [LAP Website](#) is a valuable resource to be used to guide your staff as you move forward with project delivery. The site contains links to forms, LAP manual, training, and much more.

Congratulations on the certification and the Department looks forward to working with staff to provide an efficient transportation system for the citizens of the Counties located within the Emerald Coast Regional Council (ECRC) planning area.

Sincerely,  
Signed by:

*Maria Showalter*

6250BD1C42F7475...  
Maria Showalter

District Local Programs Administrator

cc: Carla Hodges – District Program Management Administrator

*Improve Safety, Enhance Mobility, Inspire Innovation*

[www.fdot.gov](http://www.fdot.gov)

**LOCAL AGENCY PROGRAM  
SUPPLEMENTAL AGREEMENT**

SUPPLEMENTAL NO.  
SA01

FEDERAL ID NO. (FAIN)  
D323 028 B

CONTRACT NO.  
G2F95

FEDERAL AWARD DATE  
12/29/2022

FPN  
451524-1-38-02

RECIPIENT UNIQUE ENTITY ID SAM NO.  
KD24W4G8LP36

Recipient, Emerald Coast Regional Council (ECRC), desires to supplement the original Agreement entered into and executed on January 15, 2023 as identified above. All provisions in the original Agreement and supplements, if any, remain in effect except as expressly modified by this supplement.

The changes to the Agreement and supplements, if any, are described as follows:

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**PROJECT DESCRIPTION**

Name FLORIDA-ALABAMA TPO REGIONAL TRAFFIC MANAGEMENT CENTER

Length n/a

Termini N/a

**Description of Work:**

This project consists of the architectural and engineering design services for the proposed Escambia-Santa Rosa Regional Traffic Management Center (RTMC) and ECRC Office Facility which will be located on the north end of the Escambia County Public Safety Office at 6575 North W Street, Pensacola, Florida. The work will consist of the RTMC design, including building construction plans, site development plans and permitting. The facility shall be designed to current Florida Building Code, National Fire Protection Association Life Safety Code, and comply with the ADA Act. The design must comply with the Florida Building Code's requirements for the highest risk category of IV.

**Reason for Supplement and supporting engineering and/or cost analysis:**

This Supplemental Agreement is to expand the scope of the project to include post design services and provide additional funds. Total amount being added is \$450,000. Total amount of the new agreement is \$2,071,143

PHASE OF WORK By Fiscal Year	FUNDING					
	(1) PREVIOUS TOTAL PROJECT FUNDS	(2) ADDITIONAL PROJECT FUNDS	(3) CURRENT TOTAL PROJECT FUNDS	(4) TOTAL LOCAL FUNDS	(5) TOTAL STATE FUNDS	(6) TOTAL FEDERAL FUNDS
<b>Design</b> FY: 2023 (GFSU) FY: 2024 (LE) FY: 2026 (ACSU)	\$1,621,143.00 \$146,049.00  	  \$450,000.00  	\$1,621,143.00 \$146,049.00 \$450,000.00  	  \$146,049.00  	    	\$1,621,143.00  \$450,000.00  
Total Design Cost	\$1,767,192.00	\$450,000.00	\$2,217,192.00	\$146,049.00	\$ 0.00	\$2,071,143.00
<b>Right-of-Way</b> FY: (Insert Program Name) FY: (Insert Program Name) FY: (Insert Program Name)	   	   	   	   	   	   
Total Right-of-Way Cost	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>Construction</b> FY: (Insert Program Name) FY: (Insert Program Name) FY: (Insert Program Name)	   	   	   	   	   	   
Total Construction Cost	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>Construction Engineering and Inspection (CEI)</b> FY: (Insert Program Name) FY: (Insert Program Name) FY: (Insert Program Name)	   	   	   	   	   	   
Total CEI Cost	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>(Insert Phase)</b> FY: (Insert Program Name) FY: (Insert Program Name) FY: (Insert Program Name)	   	   	   	   	   	   
Total Phase Costs	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
TOTAL COST OF THE PROJECT	\$1,767,192.00	\$450,000.00	\$2,217,192.00	\$146,049.00	\$ 0.00	\$2,071,143.00

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:  
I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Maria Showalter - Local Programs Administrator  
District Grant Manager Name

Signature

Date



**LOCAL AGENCY PROGRAM  
SUPPLEMENTAL AGREEMENT**

IN WITNESS WHEREOF, the parties have executed this Agreement on the date last ascribed herein.

RECIPIENT Emerald Coast Regional Council (ECRC)

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_

Name: Kandase Lee

Title: CEO

By: \_\_\_\_\_

Name: Colby Cleveland, P.E.

Title: Interim - Director of Transportation Development

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

Legal Review:

\_\_\_\_\_

**Select Agreement**

**EXHIBIT D**

**RECIPIENT RESOLUTION**

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT****EXHIBIT E****FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)****FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

**ALN No.:** 20.205  
**ALN Title:** Highway Planning and Construction  
Federal-Aid Highway Program, Federal Lands Highway Program  
**ALN Program Site:** <https://sam.gov/fal/a122e57ebdd94c6b95d87450afeda1aa/view>  
**Award Amount:** \$2,071,143.00  
**Awarding Agency:** Florida Department of Transportation  
**Award is for R&D:** No  
**Indirect Cost Rate:** N/A

**FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE SUBJECT TO THE FOLLOWING:**

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards

<http://www.ecfr.gov/cgi-bin/text-idx?node=2:1.1.2.2.1>

**FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE FOLLOWING:**

Title 23 – Highways, United States Code

<http://uscode.house.gov/browse/prelim@title23&edition=prelim>

Title 49 – Transportation, United States Code

<http://uscode.house.gov/browse/prelim@title49&edition=prelim>

Infrastructure Investment and Jobs Act (IIJA) (Public Law 117-58, also known as the “Bipartisan Infrastructure Law”)

<https://www.congress.gov/117/bills/hr3684/BILLS-117hr3684enr.pdf>

Federal Highway Administration – Florida Division

<http://www.fhwa.dot.gov/fldiv/>

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)

<https://www.fsrs.gov/>

## RESOLUTION FL-AL 25-25

**A RESOLUTION OF THE FLORIDA-ALABAMA  
TRANSPORTATION PLANNING ORGANIZATION  
REQUESTING FDOT TRANSFER OF FUNDS FROM  
FPID#218693-2 TO FPID#451524-1 IN THE AMOUNT OF  
\$450,000 FOR POST DESIGN ARCHITECTURAL SERVICES  
FOR DELIVERY OF THE REGIONAL TRANSPORTATION  
MANAGEMENT CENTER (RTMC)**

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**WHEREAS**, the Florida-Alabama Transportation Planning Organization (TPO) is the organization designated by the governors of Florida and Alabama as being responsible, together with the states of Florida and Alabama, for carrying out the continuing, cooperative and comprehensive transportation planning process for the Florida-Alabama TPO planning area; and

**WHEREAS**, on September 12, 2018, the FL-AL TPO approved Resolution FL-AL 18-31 identifying the FL-AL TPO as the lead agency in delivery of the Advanced Traffic Management System (ATMS); and

**WHEREAS**, as lead agency, the TPO is the entity to own/operate/deliver the ATMS project on behalf of the local governments within the FL-AL TPO area in Florida; and

**WHEREAS**, on April 14, 2021, the FL-AL TPO approved Resolution FL-AL 21-14 designating \$1,621,143 for the design of the FL-AL TPO RTMC; and

**WHEREAS**, the design is now complete, and Escambia County is currently accepting construction bids from qualified contractors for the construction of the RTMC; and

**WHEREAS**, Post Design Architectural Services are required for successful delivery of this project; and

**WHEREAS**, The TPO intends to utilize the current Emerald Coast Regional Council Local Agency Program (LAP) agreement with FDOT for delivery of the RTMC Post Design Architectural Services with WGI, Inc., on behalf of the TPO;

**NOW, THEREFORE, BE IT RESOLVED BY THE FLORIDA-ALABAMA TRANSPORTATION PLANNING ORGANIZATION THAT:**

The TPO hereby requests FDOT transfer of funds from FPID#218693-2 to FPID#451524-1 in the amount of \$450,000 for Post Design Architectural Services for delivery of the RTMC.

Passed and duly adopted by the Florida-Alabama Transportation Planning Organization on this 13<sup>th</sup> day of August 2025.

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



**FLORIDA- ALABAMA TRANSPORTATION  
PLANNING ORGANIZATION**

BY: \_\_\_\_\_

Steven Barry, Chairman

# Action Item

# 10

## **Agenda Item Number: 10**

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**SUBJECT:** Evaluation of the Chief Executive Officer

**BACKGROUND:** According to the ECRC adopted bylaws, an evaluation of the Chief Executive Officer is to be held annually during the months of August/September.

**ATTACHED:**

- CEO Evaluation Form to be Used by the Chair and Executive Committee

**RECOMMENDED ACTION:** To be discussed and determined at the meeting.

# Chief Executive Officer Annual Performance Review

**Chief Executive Officer:** Kandase Lee

**Evaluation Period:** October 1, 2024 through September 30, 2025

## Ratings on Job Performance:

5 = Exceeds Job Requirements

4 = Above Average Performance

3 = Satisfactory Performance

2 = Needs to Take Action to Improve

1 = Performance Does not Meet Job Requirements

	The Chief Executive Officer:	5	4	3	2	1
1.	Represents the Council in a positive, professional manner Comments:					
2.	Maintains a team of professionals at the Council Comments:					
3.	Maintains a positive image and relationships with local, state and federal agencies Comments:					
4.	Promotes the Council and its services Comments:					

5.	Makes clear and concise recommendations to the Board Comments:					
6.	Deals honestly and fairly with all parties Comments:					
7.	Exercises sound judgment in business transactions Comments:					
8.	Is respected by peers and leaders in the region and state Comments:					
9.	Is knowledgeable about regional issues Comments:					
10.	Provides good overall leadership for the Council Comments:					

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**Reviewer Signature**

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**Date**

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**Type or Print Name**



# Action Item

# 11

## **Agenda Item Number: 11**

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**SUBJECT:** Consideration of the Emerald Coast Regional Council Budget for Fiscal Year 2025-2026

**BACKGROUND:** According to the ECRC adopted bylaws, discussion and a request for approval of the working budget is to be held during the month of September for the upcoming fiscal year, beginning October 1, 2025.

**ATTACHED:**

- Draft ECRC Budget and Work Program, October 1, 2025 – September 30, 2026

**RECOMMENDED ACTION:** A motion to adopt the ECRC budget for fiscal year 2025-2026.



# Annual Budget

October 1, 2025 - September 30, 2026

Draft September 22, 2025



**EMERALD COAST REGIONAL COUNCIL**  
**October 1, 2025 - September 30, 2026**  
**REVENUE SOURCES**

	<b>FY25-26</b>
<b><u>FEDERAL</u></b>	
ATMS Fiber Design LAP	535,000
Economic Development Administration (Planning)	70,000
FDOT Long Range Transportation Plans	385,000
Hazardous Materials Emergency Planning	55,680
Regional Rural Transportation Plan	60,000
Regional Traffic Management Center - LAP	250,000
Safe Streets for All Planning and Demonstration Grant	5,000,000
USDOT FL AL TPO-CPG	963,134
USDOT OW TPO-CPG	554,827
USDOT BAY TPO-CPG	541,458
USDOT FL AL TPO SU	753,873
USDOT OW TPO - Bike/Ped Plan	200,001
USDOT OW TPO - Corridor Study	120,000
USDOT BAY TPO - Bike/Ped Plan	88,000
USDOT ALDOT	26,186
Total	<u>9,603,159</u>
<b><u>STATE</u></b>	
DEP Resilience Regional Coordination	54,500
FDEM Hazardous Materials Emergency Analysis	3,122
FDEM Local Emergency Planning Commission (LEPC)	90,000
FDOT ATMS - Santa Rosa County Equipment	500,000
FDOT ATMS - Signalization	400,000
FDOT Commuter Assistance	230,000
FL Commission for the Transportation Disadvantaged	183,695
FL Dept of Commerce - IGSA/FLDTF	35,000
SHIP Housing Admin (Holmes,Walton,Washington)	105,555
Total	<u>1,601,872</u>
<b><u>LOCAL/OTHER</u></b>	
AL-Baldwin County	6,547
ECRC-Membership Dues	156,691
Escambia & Santa Rosa County Summer Traffic Monitoring	57,400
Escambia Impediment Analysis	17,000
Hazardous Waste Verification-SQG	83,800
Okaloosa County Transit Cooperative	16,000
Okaloosa Gas District Grant Mgmt.	6,250
Port of Panama City	6,250
Santa Rosa Co - Defense Grant Writing	25,000
Town of Century Technical Assistance	15,000
TPO Member Contribution	36,377
Walton/Okaloosa/Regional Utility Authority	5,572
Total	<u>431,887</u>
Total Revenue	<u><u>\$ 11,636,918</u></u>

**EMERALD COAST REGIONAL COUNCIL**

**October 1, 2025 - September 30, 2026**

**EXPENDITURES**

	<b>FY25-26</b>
Salaries and Fringe	3,253,815
Building Rent	99,000
Depreciation	10,000
Vehicle Replacement	75,000
Events	-
General Insurance	31,000
Office Expense	
Office Equipment & Leases	84,300
Office Supplies & Maintenance	40,000
Printing/Copies/Postage	6,000
Professional Services	
IT Services	98,300
Audit/Legal	95,000
Program Development	50,000
Software Maintenance/Subscriptions	60,500
Telephone and Utilities	34,300
Travel	100,000
Total	<u>4,037,215</u>

**Direct Contract Consultant**

ATMS - Fiber Design LAP	535,000
ATMS - Master Plan Update	150,000
ATMS - Santa Rosa County Equipment	500,000
ATMS - Signalization	389,500
Bay TPO - LRTP, Bicycle & Pedestrian Plan	203,000
FL AL TPO - LRTP, Pace Blvd Study	179,403
FL Dept of Commerce - IGSA/FLDTF	25,800
OW TPO - LRTP, Bicycle & Pedestrian Plan, Corridor Study	367,000
Regional Traffic Management Center - Post Architectural Design	250,000
SS4A - Planning and Demonstration Grant	5,000,000
Total	<u>7,599,703</u>

Total Expenditure \$ 11,636,918

**EMERALD COAST REGIONAL COUNCIL**  
**October 1, 2025 - September 30, 2026**  
**BUDGET REQUEST**

	<b>ECRC</b>	<b>TPO MEMBER CONTRIBUTION</b>	<b>FY25-26 TOTAL</b>	<b>INVOICED for FY24-25</b>
<b>BAY COUNTY</b>	<b>\$ 20,611</b>	<b>\$ 3,854</b>	<b>\$ 24,465</b>	<b>\$ 23,842</b>
Callaway	1,984	653	2,637	2,466
Lynn Haven	2,547	901	3,448	3,394
Mexico Beach	642	61	703	691
Panama City	4,291	1,662	5,953	6,090
Panama City Beach	2,455	861	3,316	3,455
Parker	943	195	1,138	1,137
Springfield	1,401	397	1,798	1,768
<b>ESCAMBIA COUNTY</b>	<b>34,636</b>	<b>9,937</b>	<b>44,573</b>	<b>45,232</b>
Century	664	n/a	664	668
Pensacola	6,015	1,960	7,975	8,178
<b>HOLMES COUNTY</b>	<b>3,006</b>	<b>n/a</b>	<b>3,006</b>	<b>2,991</b>
Bonifay	784	n/a	784	778
Esto	-	n/a	-	250
Noma	-	n/a	-	250
Ponce de Leon	-	n/a	-	250
Westville	-	n/a	-	250
<b>OKALOOSA COUNTY</b>	<b>23,181</b>	<b>3,558</b>	<b>26,739</b>	<b>26,786</b>
Cinco Bayou	-	-	-	264
Crestview	3,487	829	4,316	4,138
Destin	1,961	405	2,366	2,400
Fort Walton Beach	2,609	585	3,194	3,251
Laurel Hill	-	-	-	250
Mary Esther	949	125	1,074	1,095
Niceville	2,159	461	2,620	2,648
Shalimar	-	-	-	274
Valparaiso	1,005	140	1,145	1,155
<b>SANTA ROSA COUNTY</b>	<b>21,798</b>	<b>6,782</b>	<b>28,580</b>	<b>28,584</b>
Gulf Breeze	1,134	225	1,359	1,389
Jay	-	n/a	-	250
Milton	1,530	366	1,896	1,910
<b>WALTON COUNTY</b>	<b>9,773</b>	<b>1,973</b>	<b>11,746</b>	<b>11,382</b>
DeFuniak Springs	1,122	173	1,295	1,302
Freeport	1,486	274	1,760	1,659
Paxton	-	n/a	-	250
<b>WASHINGTON COUNTY</b>	<b>3,657</b>	<b>n/a</b>	<b>3,657</b>	<b>3,550</b>
Caryville	-	n/a	-	250
Chipley	861	n/a	861	860
Ebro	-	n/a	-	250
Vernon	-	n/a	-	250
Wausau	-	n/a	-	250
<b>TOTAL</b>	<b>\$ 156,691</b>	<b>\$ 36,377</b>	<b>\$ 193,068</b>	<b>\$ 196,087</b>

# Action Item

# 12

## **Agenda Item Number: 12**

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**SUBJECT:** Nominations and Elections of ECRC Chair and Vice Chair and Executive Committee Members to Serve October 1, 2025 – September 30, 2026

**BACKGROUND:** According to the ECRC adopted bylaws, an election is to be held annually during the month of September for the positions of ECRC chair and vice chair. Officers serve for one year, beginning October 1.

The ECRC Executive Committee, created for the purpose of reviewing issues of importance and making recommendations for Council considerations, shall have five members: the ECRC chair, the ECRC vice chair, two (2) board members representing a member county or a member city, and a governor appointed ECRC member. As stated in the ECRC adopted bylaws, Section 1.9 (1), an election is to be held annually during the month of September. The Executive Committee members serve for one (1) year, beginning October 1.

**ATTACHED:**

- ECRC Board Membership Roster

**RECOMMENDED ACTION:** A motion to elect a chair and vice chair and members of the Executive Committee to serve October 1, 2025 – September 30, 2026.





## ECRC Membership

Mayor Tracy Andrews City of Chipley	Contact email: tandrews@cityofchipley.com Contact Phone: (850) 638-6350
Councilmember Jim Bagby City of Destin	Contact email: jbagby@cityofdestin.com Contact Phone: (850)
Commissioner Steven Barry Escambia Co. Board of County Commissioners	Contact email: district5@myescambia.com Contact Phone: (850) 595-4950
Darryl Boudreau, Res. Planning Program Mgr. NWFL Water Management District	Contact email: Darryl.Boudreau@nwfwater.com Contact Phone: (850) 207-4477
Tanya Branton FL Dept of Transportation	Contact email: tanya.branton@dot.state.fl.us Contact Phone: (850) 330-1550
Mayor Bob Campbell City of DeFuniak Springs	Contact email: dfsmayor@defuniaksprings.net Contact Phone: (850) 892-8500
Councilmember Paul Casto City of Panama City Beach	Contact email: paul.casto@pcbfl.gov Contact Phone: (850) 233-5100
Commissioner Doug Crosby Bay Board of County Commissioners	Contact email: dcrosby@baycountyfl.gov Contact Phone: (850) 248-8142
Kasey Cuchens Governor Appointee	Contact email: kasey@choctawbay.com Contact Phone: (850) 835-2424
Commissioner Danny Glidewell Walton Board of County Commissioners	Contact email: glidanny@co.walton.fl.us Contact Phone: (850) 892-4020
Commissioner Trey Goodwin Okaloosa County Board of Commissioners	Contact email: tgoodwin@myokaloosa.com Contact Phone: (850) 651-7105
Councilmember Jack Griffis Town of Springfield	Contact email: jgriffis@springfield.fl.gov Contact Phone: (850) 872-7570



## ECRC Membership

Mayor Pamn Henderson City of Callaway	Contact email: mayor@cityofcallaway.com Contact Phone: (850) 874-8496
Councilmember Casey Jones City of Pensacola	Contact email: cjones@cityofpensacola.com Contact Phone: (850) 977-3892
Mayor Heather Lindsay City of Milton	Contact email: hlindsay@miltonfl.org Contact Phone: (850) 686-2383
Elizabeth Orr, Director FL Dept of Environmental Protection	Contact email: Elizabeth.Orr@dep.state.fl.us
Commissioner Andrew Palmer Okaloosa County Board of Commissioners	Contact email: dpalmer@myokaloosa.com Contact Phone: (850) 461-7471
Commissioner Claire Pease Bay Board of County Commissioners	Contact email: cpease@baycountyfl.gov Contact Phone: (850) 248-8142
Kurvin Qualls, Chair Governor Appointee	Contact email: kurvin@bellsouth.net Contact Phone: (850) 791-5460
Councilmember Bill Schaetzle City of Niceville	Contact email: wschaetzle@niceville.org Contact Phone: (850) 499-9236
Mayor JB Schluter City of Gulf Breeze	Contact email: jbschluter@gulfbreeze.fl.gov Contact Phone: (850) 934-5114
Councilmember David Schmidt City of Fort Walton Beach	Contact email: dschmidt@fwb.org Contact Phone: (850) 833-9500 ext.758
Open City of Paxton	Contact email: Contact Phone:
J.D. Smith Governor Appointee	Contact email: j.d.smith@cox.net Contact Phone: (850) 375-1255



## ECRC Membership

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Commissioner Kerry Smith  
Santa Rosa Board of County Commissioners

Contact email: [district2@santarosa.fl.gov](mailto:district2@santarosa.fl.gov)  
Contact Phone: (850) 595-4950

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Commissioner Earl Stafford  
Holmes Board of County Commissioners

Contact email: [earlstafford52@gmail.com](mailto:earlstafford52@gmail.com)  
Contact Phone: (850) 547-1119

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Commissioner Josh Street  
City of Panama City

Contact email: [jstreet@panamacity.gov](mailto:jstreet@panamacity.gov)  
Contact Phone: (850) 872-3002

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Commissioner Steven Stroberger  
Escambia Co. Board of County Commissioners

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Contact Phone: (850) 595-4950

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Councilmember April Sutton, Vice Chair  
City of Mary Esther

Contact email: [cmbrsutton@cityofmaryesther.com](mailto:cmbrsutton@cityofmaryesther.com)  
Contact Phone: (850) 865-3326

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OPEN  
City of Lynn Haven

Contact email:  
Contact Phone: (850) 774-7390

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Mayor JB Whitten  
City of Crestview

Contact email: [jbwhitten@cityofcrestview.org](mailto:jbwhitten@cityofcrestview.org)  
Contact Phone: (850) 682-3812

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Commissioner Colten Wright  
Santa Rosa Board of County Commissioners

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Contact Phone: (850) 983-1877

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OPEN  
Washington Co. Board of County Commissioners

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## **ECRC Executive Committee**

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Kurvin Qualls, Chair  
Governor Appointee

Contact email: kurvin@bellsouth.net  
Contact Phone: (850) 791-5460

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Mayor Pro Tem April Sutton, Vice Chair  
City of Mary Esther

Contact email: cmbrsutton@cityofmaryesther.com  
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Commissioner Danny Glidewell  
Walton Board of County Commissioners

Contact email: glidanny@co.walton.fl.us  
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Mayor Pamn Henderson  
City of Callaway

Contact email: mayor@cityofcallaway.com  
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J.D. Smith  
Governor Appointee

Contact email: j.d.smith@cox.net  
Contact Phone: (850) 375-1255

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# 2025 ECRC BOARD MEETINGS

FEB 19

## Board Meeting

📍 Chautauqua Hall, 95 Circle Dr, Defuniak Springs, FL 32435

🕒 11:30 AM

📄 Expected Board Items: Ranking TA Applications, Smart Regions Plan, & RRTP Project Priorities Open

MAY 21

## Board Meeting

📍 Chautauqua Hall, 95 Circle Dr, Defuniak Springs, FL 32435

🕒 11:30 AM

📄 Expected Board Items: LAP Agreement (Design Fiber), Annual Audit, & RRTP Adopt Project Priorities

SEP 22

## Board Meeting

📍 Chautauqua Hall, 95 Circle Dr, Defuniak Springs, FL 32435

🕒 11:30 AM

📄 Expected Board Items: Budget/Work Program, CEO Evaluation, Chair/Vice Chair Elections, & Executive Committee Selections

NOV 19

## Board Meeting

📍 4200 Indian Bayou, Destin, FL 32541

🕒 11:30 AM

📄 Expected Board Items: CEDS Update & RideOn Agreement

Revised: June 13, 2025