



Florida Department of Transportation District Three Transportation Regional Incentive Program

Project Name:

TRIP was created to improve regionally significant transportation facilities in "regional transportation areas." State funds are available throughout Florida to provide incentives for local governments and the private sector to help pay for critically needed projects that benefit regional travel and commerce.

If selected for funding, the Florida Department of Transportation (FDOT) will pay up to 50 percent of project costs for public transportation facility projects. Projects must: "Serve national, statewide, or regional functions and function as part of an integrated regional transportation system".

While there is no rigid application procedure, the District has created this form for Implementing Agencies and Regional Transportation Authorities to facilitate the assembly of pertinent project information related to candidate TRIP projects. The goal of this document is to provide a framework to project sponsors.

Date:

Origin of Request (Applying RTA):

Contact Person:

Address:

Phone: **E-mail:**

Implementing Agency¹:

Contact Person:

Address:

Phone: **E-mail:**

Project Information:

Facility:

Project Limits:

Work to be performed:

Project Information Continued:

Describe how the project will improve regional mobility within the Regional Transportation Area:

Attachment A: Project location map and support data for regional mobility, as appropriate.

Describe how the project reflects the below statutory guidelines under which the District will prioritize and select the candidate projects for funding² (Check those that apply):

Provides connectivity to the SIS,

Supports economic development and goods movement in Rural Areas of Opportunity,

Is subject to local ordinances that establish corridor management techniques,

Improves connectivity between military installations and the Strategic Highway Network (STRAHNET) or the Strategic Rail Corridor Network (STRACNET).

Does this project include an Environmental Study?

Yes/No ☐

If Federal funding is to be requested for any phase of this project, an Environmental Study must be completed in accordance with the National Environmental Policy Act.

Does this project have design plans available?

Yes/No ☐

Attachment B: If yes, Environmental Study and/or Design plans.

Project Funding:

Describe source of matching funds per phase and any restrictions on availability. Each phase requested (i.e., design, right-of-way, construction) requires at least a 50% local agency match unless the agency is within a Rural Area of Opportunity. Each phase shall be separated by at least 2 fiscal years (Department's fiscal year runs from July to June).

Phase Requested	FY	FDOT Amount	Local Match
PDE:			
R/W:			
Design:			
Construction:			

Attachment C: The planned project construction schedule.

Is the Agency eligible for a waiver of up to 50% of the project cost?³

Yes/No ☐

Has other funding been requested for any part of this project?

Yes/No ☐

(SCRAP, SCOP, CIGP, HSIP, SRTS, TA, Grant, etc.)

If Yes, Name:

How will TRIP funding accelerate this project's implementation?

Regional Transportation Area⁴:

Describe the regional coordinating entity responsible for the prioritization of the candidate project and how the entity qualifies for TRIP funding as a Regional Transportation Area:

Has a copy of the RTA's interlocal agreement that addresses the statutory requirements⁵ been previously submitted to the Department ?

Yes/No

If no, please explain:

Attachment D: Review the authorizing interlocal agreement and any supporting documentation. Include the agreement with the application if updates to signatures, dates, or any other information is revised.

Is there a Regional Transportation Plan that demonstrates the completion of the following?

Adopted system map or listing of facilities, showing the facility to be improved has been identified by the Regional Transportation Area as part of an integrated regionally significant transportation system.

The prioritized list of regionally significant projects developed by the Regional Transportation Area.

If no, please explain:

Attachment E: Documentation of successful completion of a qualified Regional Transportation Plan (include map).

Project Qualification Information:

Does the project appear in the capital improvement schedule of the local comprehensive plan? If no, explain:

Yes/No

Attachment F: If available, add documentation that the candidate improvement appears in the capital improvement schedule of the local comprehensive plan.⁶

Attachment G: Document that level-of-service standards for the facility to be improved have been coordinated with FDOT by the local government with jurisdiction and are consistent with the level-of-service standards adopted by FDOT if the project is on a Strategic Intermodal System.⁷

Project Qualification Information Continued:

Attachment H: Document that the project meets the following TRIP statutory eligibility requirements.⁸

- Supports facilities that serve national, statewide or regional functions and function as an integrated transportation system,
- Be identified in appropriate local government capital improvements program(s) or long term concurrency management system(s) that are in compliance with state comprehensive plan requirements,
- Be consistent with the Strategic Intermodal System (SIS),
- Be in compliance with local corridor management policies, and
- Have commitment of local, regional or private matching funds (if no waiver).

This application is a good faith commitment from the applicant that matching funds will be available. As such, the Department requires that the Chairman of the Governing Board of the Municipality/Authority committing the funds sign this application (electronic signature accepted):

Signature:

Supporting Narrative:

Please submit application with supporting information and documentation, including the following Attachments A-H, electronically to:

Florida Department of Transportation, District Three
Maria Showalter, TRIP Coordinator
maria.showalter@dot.state.fl.us
phone (850) 330-1550

Attachment A: Project location map and support data, as appropriate.

Attachment B: Environmental Study and/or Design Plans, if available.

Attachment C: The planned project construction schedule.

Attachment D: The authorizing interlocal agreement and any supporting documentation as appropriate. Check Signatures and Dates.

Attachment E: Documentation demonstrating successful completion of a qualified Regional Transportation Plan.

Attachment F: Document that the candidate improvement appears in the capital improvement schedule of the local comprehensive plan.⁶

Attachment G: Document that level-of-service standards for the facility to be improved have been adopted by the local government if on the SIS.⁷

Attachment H: Document that the candidate project meets the TRIP statutory eligibility requirements.⁸

1. Identify the agency responsible for meeting the financial requirements of the TRIP program.
2. Section 339.2819(4), F.S.
3. A reduction or waiver of match requirements will not increase the amount of funding provided under the TRIP beyond 50% of the total cost.
4. Section 339.155(4)(c), (d), and (e) and Section 163.01, F.S.
5. Section 339.155(4)(d), F.S.
6. Section 163.3177(3), F.S.
7. Though concurrency requirements were repealed, FDOT consultation is still required with regards to Level of Service Standards if the proposed project impacts the Strategic Intermodal System.
8. Section 339.2819(4)(a), F.S.

**INTERLOCAL AGREEMENT FOR CREATION OF THE
NORTHWEST FLORIDA REGIONAL TRANSPORTATION PLANNING ORGANIZATION**

THIS REVISED AND RESTATED INTERLOCAL AGREEMENT is made and entered into this 21st day of September, 2005, by and between the FLORIDA-ALABAMA TRANSPORTATION PLANNING ORGANIZATION , and the OKALOOSA-WALTON TRANSPORTATION PLANNING ORGANIZATION, and supercedes all previous agreements.

RECITALS:

WHEREAS, Census 2000 shows that the Fort Walton Beach Urbanized Area is no longer just contiguous to the Pensacola Urbanized Area, but extends across the Okaloosa-Santa Rosa County Line to Navarre; and

WHEREAS, federal and state transportation agencies have placed an emphasis on regional transportation planning to develop regional transportation solutions, and this emphasis is demonstrated most strongly in the 2003 Florida Legislature's direction to the Florida Transportation Commission to study the nature and extent of regional transportation planning efforts by and among Florida's twenty-six metropolitan planning organizations and creation of the Transportation Regional Incentive Program during the 2005 Session; and

WHEREAS, in February 2003, the Florida Department of Transportation, acting on behalf of the Governor, communicated to the Florida-Alabama TPO (formerly known as the Pensacola MPO) and Okaloosa-Walton TPO the need to either consolidate as one metropolitan planning organization or develop a consultative process to incorporate institutional and process improvements to address regional transportation issues at the metropolitan planning organization level; and

WHEREAS, by June 26, 2003, the Florida-Alabama TPO and Okaloosa-Walton TPO responded to the Department with a commitment to enter into an interlocal agreement for purposes of coordinating long range transportation plans, establishing regional transportation priorities, and developing an enhanced regional public involvement process, and

WHEREAS, the 2003 Legislature modified Paragraph 339.175 (5) (i) (2), Florida Statutes, authorizing contiguous metropolitan planning organizations and individual political

subdivisions to enter into agreements to coordinate activities or to achieve any federal or state transportation planning goals or purposes; and

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

WHEREAS, the undersigned parties have determined that this Agreement satisfies the requirements of and is consistent with Section 339.175 (5) (i) (2), Florida Statutes; and

WHEREAS, the Transportation Regional Incentive Program created by 339.2819, Florida Statutes, requires that the entity that is creating the regional transportation plan be identified and that the boundaries of the regional transportation area be delineated; and

WHEREAS, the interlocal agreement must be consistent with statutory requirements set forth in Section 163.01, Florida Statutes, relating to interlocal agreements; and

WHEREAS, the undersigned parties have determined that this Agreement is consistent with the requirements of Section 163.01, Florida Statutes.

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

TITLE; RECITALS; DEFINITIONS

Section 1.01. This Interlocal Agreement shall be known and may be cited as the "Northwest Florida Regional Transportation Planning Organization Agreement."

Section 1.02. Recitals. Each and all of the foregoing recitals be and the same hereby incorporated herein and acknowledged to be true and correct to the best of the parties' knowledge. Failure of any of the foregoing recitals to be true and correct shall not operate to

invalidate this Agreement.

Section 1.03. 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 and refers to this instrument, as amended from time to time, entered into according to provisions of part I, Chapter 163, Florida Statutes.

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

(c) "Long Range Transportation Plan" is the 20-year plan of each local metropolitan planning organization which identifies transportation facilities; includes a financial plan that demonstrates how the plan can be implemented and assesses capital improvements necessary to preserve the existing metropolitan transportation system and make efficient use of existing transportation facilities; indicates proposed transportation enhancement activities; and in ozone/carbon monoxide non-attainment areas is coordinated with the State Implementation Plan; all as required by 23 USC Section 134(g), 23 CFR Section 450.322, Section 339.175(6), Florida Statutes.

(d) "Member" means the Florida-Alabama Transportation Planning Organization (FL-ALTPO), formerly called the Pensacola MPO, or the Okaloosa-Walton Transportation Planning Organization (O-WTPO).

(e) "Metropolitan Planning Area" means and refers to the planning area as delineated by each TPO for the urbanized area containing at least a population of 50,000 as described in 23 USC Section 134(b)(1), 49 USC Section 5303(c)(1), and Section 339.175, Florida Statutes, which shall be subject to the TPO.

(f) "Organization" means the body politic and corporate created pursuant to this Agreement.

(g) "Regional Transportation Area" means the boundaries of the area to be covered by the regional transportation plan and list of project priorities created pursuant to the

Transportation Regional Incentive Program. The boundaries of the regional transportation area are defined as follows: the entirety of, Escambia, Okaloosa, Santa Rosa, and Walton Counties, Florida.

(h) "Regional Transportation Priorities" are those priorities for transportation projects, which are located in or affect transportation in more than one county.

(i) "Representative" means an elected official who serves on the governing board of the Northwest Florida Regional Transportation Planning Organization.

(j) "TPO" means the individual, local metropolitan planning organizations, Florida-Alabama TPO, and Okaloosa-Walton TPO,; formed pursuant to Section 339.175, Florida Statutes, for each respective designated urbanized area.

(k) "Transportation Priorities" means those transportation projects selected annually by each metropolitan planning organization, written in order of priority for implementation, and submitted to the Florida Department of Transportation for use in developing the Department's Work Program.

(l) "Transportation Regional Incentive Program" means a program established under Section 339.2819, Florida Statutes that provides matching funds from the Florida Department of Transportation for regionally significant projects identified in a regional transportation plan and list of project priorities.

ARTICLE 2

PURPOSE

Section 2.01. General Purpose. The purpose of this Agreement is to establish a regional transportation planning organization and partnership by an interlocal agreement, which complies with the 2003 amendment of Paragraph 339.175 (5)(i)(2), Florida Statutes, and Section 339.2819, Florida Statutes.

(a) To establish a forum for a coordinated and cooperative regional transportation planning process for Escambia, Santa Rosa, Okaloosa, and Walton Counties; to

implement the Agreement through coordination of long range transportation plans, project priorities, and planning policies; and to begin developing alternatives for a solution to congestion and safety problems on US 98, a regionally-significant arterial roadway;

(b) To identify regional transportation projects which improve mobility across county and metropolitan planning area boundaries and, in cooperation with the Department of Transportation, to seek funding for those projects;

(c) Through cooperation with the individual, local metropolitan planning organizations, to develop and adopt regional transportation priorities for regional transportation projects.

(d) To develop a regional transportation plan and list of project priorities for the purpose of soliciting funds from the Transportation Regional Incentive Program.

ARTICLE 3

ORGANIZATION AND CREATION

Section 3.01. Establishment of Organization. The Organization is hereby created and established pursuant to this Agreement to carry out the purposes and functions set forth in Article 2. The legal name of this Organization shall be the Northwest Florida Regional Transportation Planning Organization.

Section 3.02. Organization to operate pursuant to law. In the event that any election, referendum, approval, permit, notice, other proceeding or authorization is required under applicable law to undertake any power, duty, or responsibility hereunder, or to observe, assume, or carry out any of the provisions of this Agreement, the Organization will, to the extent of its legal capacity, comply with all applicable laws and requirements.

Section 3.03. Governing board to act as policy-making body of Organization. The governing board established pursuant to Section 4.01 of this Agreement shall be the policy-making body that is the forum for cooperative decision-making and will be taking the required approval action as the Organization.

Section 3.04. Submission of proceedings; Contracts and other documents. Subject to the right to claim an exemption from the Florida Public Records Law, Chapter 119, Florida Statutes, the parties shall submit to each other such data, reports, records, contracts, and other documents relating to its performance as an Organization as is requested. Charges to be in accordance with Chapter 119, Florida Statutes.

Section 3.05. Rights of review. All parties to this Agreement, and the affected Federal and state agencies (i.e., FHWA, FTA, and FDOT) shall have the rights of technical review and comment on Organization projects.

ARTICLE 4

COMPOSITION; MEMBERSHIP; TERMS OF OFFICE

Section 4.01. Composition and membership of governing board.

(a) The governing body of the Organization shall consist of sixteen (16) representatives. The representation of members shall be distributed as follows: eight representatives appointed by the Florida-Alabama Transportation Planning Organization, distributed as four from Escambia County and four from Santa Rosa County; and eight representatives appointed by the Okaloosa-Walton Transportation Planning Organization, distributed as four from Okaloosa County and four from Walton County. The representatives from each county may include county and municipal elected officials. Representatives shall hold elected office and be a current member, or alternate, of the TPO. All representatives shall have voting privileges. Any Member may remove and replace the representative(s) it appointed at any time, with or without cause. Representatives of the Organization may be removed from office by the Governor for misconduct, malfeasance, misfeasance, or nonfeasance in office.

(b) At the first meeting of each calendar year, the governing body of the Organization shall elect one of its representatives as chair of the Organization who will preside over meetings, and another representative as vice chair to perform duties of the chair in his absence. The chair and vice chair shall hold offices for one-year terms, and may be eligible for reelection to successive terms. Any officer may be removed from office, with or without cause, upon majority vote of the governing body of the Organization at any duly scheduled meeting. No such removal from office of the Organization shall have the effect of removing such person as a representative; rather only the member that appointed the representative shall have such

authority.

(c) Nine representatives shall constitute a quorum and the vote of nine representatives shall be necessary for any action taken by the Organization. No vacancy in the Organization shall impair the right of a quorum of the Organization to exercise all the rights and perform all of the duties of the Organization.

(d) Each Member shall appoint an alternate for each representative on the governing body. Alternates shall be elected officials serving the same general-purpose local government as the representative and the alternate shall be eligible to vote when the representative is absent from meetings.

(e) The non-voting representatives shall include the District Secretary, or designee, of the Florida Department of Transportation's Third District and the Chairman, or designee, of the Eglin Air force Base Encroachment Committee.

Section 4.02. Terms. Notwithstanding the representation provisions of Section 4.01(a), the term of office of representatives of the Organization shall be four (4) years. The representation by a representative who is a public official automatically terminates upon said official leaving the elective or appointive office for any reason, or may be terminated by a majority vote of the total membership of the governmental entity represented by the representative. A vacancy shall be filled by the original appointing entity. A representative may be appointed for one or more additional four (4) year terms.

ARTICLE 5

AUTHORITIES, POWERS, DUTIES AND RESPONSIBILITIES

Section 5.01. General authority. The Organization shall have all authorities, powers and duties, enjoy all rights, privileges, and immunities, exercise all responsibilities and perform all obligations necessary or appropriate to managing a continuing, cooperative, and comprehensive regional transportation planning process.

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

(a) As provided in Section 163.01(14), Florida Statutes, the Organization may enter into contracts for the performance of service functions of public agencies;

(b) As provided in Section 163.01(5)(j), Florida Statutes, the Organization may acquire, own, operate, maintain, sell, or lease real and personal property;

(c) As provided in Section 163.01(5)(m), Florida Statutes, the Organization may accept funds, grants, assistance, gifts or bequests from local, State, and Federal resources;

(d) The Organization may promulgate rules to effectuate its powers, responsibilities, and obligations enumerated herein; provided, that said rules do not supersede or conflict with applicable local and state laws, rules and regulations; and

(e) The Organization shall have such powers and authority as specifically provided in Sections 163.01 and 339.175, Florida Statutes, and as may otherwise be provided by federal or state law.

Section 5.03. Duties and responsibilities. The Organization shall have the following duties and responsibilities:

(a) The Organization shall prepare and approve a regional transportation plan;

(b) The Organization shall prepare and approve regional transportation policies and priorities;

(c) Preparation of the regional transportation plan, policies, and priorities shall be an interactive process among the Organization, and each of the TPOs, with the Organization drafting the regional plan, policies, and priorities for tentative endorsement; forwarding the plans to the TPOs for approval; and upon receipt of TPO approval, the Organization shall issue final adoption;

(d) All parties to this Agreement shall participate in this planning process, and share information and data requested by the Organization in order to accomplish the mutual goals of the Organization;

(e) During the process of developing regional plans, policies, and priorities, the Organization may consult the members of the TPO Technical Coordinating Committees and Citizens' Advisory Committees, for it is not the intent of the Organization to create additional advisory committees;

(f) The Organization shall establish a budget which shall operate on a fiscal year basis consistent with any requirements of the *Unified Planning Work Program* and the budget shall be included in the respective *Unified Planning Work Program* of each TPO;

(g) In cooperation with the Department, prepare a plan to implement the approved regional transportation priorities;

(h) Adopt operating rules and procedures.

ARTICLE 6

STAFF TO THE ORGANIZATION

Section 6.01. Staff. Based on the approval of each TPO, the Organization will retain the Transportation Division of the West Florida Regional Planning Council, which currently provides staff services to both TPOs, as the designated staff of the Organization.

ARTICLE 7

FUNDING AND RECORD-KEEPING

Section 7.01. Funding. The Organization shall be funded in the following manner.

(a) Administrative Expenses - The Florida-Alabama TPO and Okaloosa-Walton TPO shall equally share the cost of basic administration of the Organization by identifying a task in each respective, annual *Unified Planning Work Program*, to be funded with Federal PL (transportation planning) funds. Administrative expenses shall include: writing of agendas and minutes; preparing for meetings; providing staff support of meetings; arranging for consultants and speakers to attend meetings, as called for in agendas; and keeping timesheets and other records to account for time and expenses.

(b) Additional Planning Activity Expenses - Studies and projects undertaken by the Organization, which are in addition to basic administration, shall be funded with state and federal funds.

Section 7.02. Record-keeping and document retention. The Organization shall prepare and retain all records in accordance with the federal and state requirements, including but not limited to 23 CFR Part 420, Subpart A, 49 CFR Part 18d, Subpart C, 49 CFR Section 18.42, and Chapter 119, Florida Statutes. Records of the Organization shall be retained by the West Florida Regional Planning Council.

ARTICLE 8

DISPUTE RESOLUTION

Section 8.01 Dispute resolution. The Organization shall use the following procedures to resolve disagreements regarding interpretation of this Agreement, disputes relating to the operation of the Organization, or disagreements regarding approval of the regional transportation plan, policies, and priorities:

(a) Internal resolution – appoint a committee with representatives of all four counties, which may include members of each TPO Technical Coordinating Committee, to seek a resolution; and

(b) Implement the Conflict Mediation Procedure established by the West Florida Regional Planning Council, as set forth in Rule 29A-3, Florida Administrative Code

ARTICLE 9

MISCELLANEOUS PROVISIONS

Section 9.01. Constitutional or statutory duties and responsibilities of parties.

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

which case this performance may be offered in satisfaction of the obligation or responsibility.

Section 9.02. Amendment of Agreement. Amendments or modifications of this Agreement may only be made by written agreement signed by all parties here to with the same formalities as the original Agreement.

Section 9.03. Duration; withdrawal procedure.

(a) Duration. This Agreement shall remain in effect until terminated by the parties to this Agreement; provided.

(b) Withdrawal procedure. Either member may withdraw from this Agreement after presenting in written form a notice of intent to withdraw to the other parties to this Agreement, giving recognition that withdrawal by either member terminates the Agreement and dissolves the Organization.

Section 9.04. 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. Required notices shall be addressed as follows:

Chairman
Florida-Alabama Transportation Planning Organization
P.O. Box 9759
Pensacola, FL 32513-9759

Chairman
Okaloosa-Walton Transportation Planning Organization
P.O. Box 9759
Pensacola, FL 32513-9759

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

Section 9.05. Interpretation.

(a) Drafters of Agreement. The members of each TPO were represented by or afforded the opportunity for representation by legal counsel and participated in the drafting of this Agreement and in 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 judgement, court order, or administrative hearing or order shall not affect any other provisions or applications in other circumstances, all of which shall remain in full force and effect; provided, that such remainder would then continue to conform to the terms and requirements of applicable law.

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

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

Section 9.06. Enforcement by parties hereto. In the event of any judicial or administrative action to enforce or interpret this Agreement by any party hereto, each party shall bear its own attorney's fees in connection with such proceeding.

Section 9.07. Agreement execution; Use of counterpart signature pages. This Agreement, and any amendments hereto, may be simultaneously executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument.

Section 9.08. Effective date; Cost of recordation.

(a) Effective date. This Agreement shall become effective upon its filing in the Office of the Clerk of the Circuit Court of each county in which a party hereto is located. Any amendment hereto shall become effective only upon its filing in the Office of the Clerk of the Circuit Court for each county in which a party hereto is located.

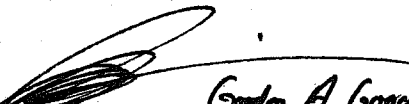
(b) Recordation. The TPOs hereby agree to pay for any costs of recordation or filing of this Agreement in the Office of the Circuit Court for each respective county in which a party is hereto located. The recorded or filed original hereof, or any amendment, shall be returned to the Organization for filing in its records.

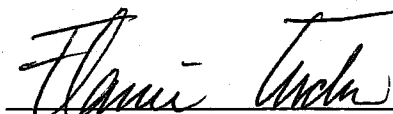
IN WITNESS WHEREOF, the undersigned parties have executed this Interlocal Agreement on behalf of the referenced legal entities and hereby establish the above designated Organization.

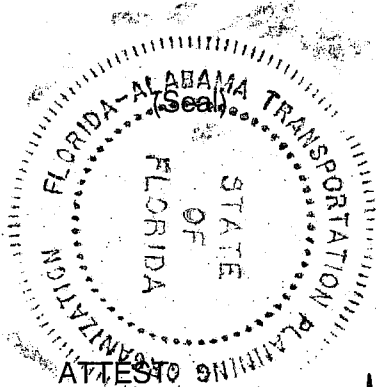
Signed, Sealed and Delivered in the presence of:

FLORIDA-ALABAMA TRANSPORTATION
PLANNING ORGANIZATION

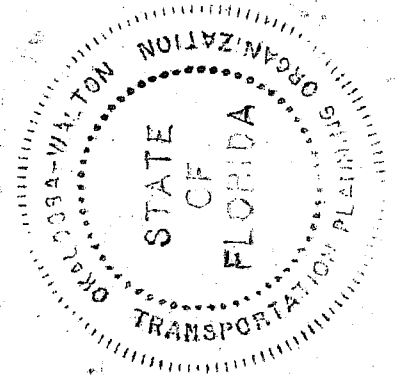
OKALOOSA-WALTON TRANSPORTATION
PLANNING ORGANIZATION

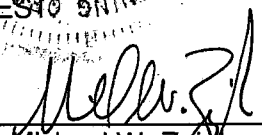
BY: 
for J.D. Smith, Chairman

BY: 
Elaine Tucker, Chairman



(Seal)



BY: 
Michael W. Zeidler, Director
Transportation Planning

DATE: September 21, 2005

**AMENDMENT NO. 1
TO THE INTERLOCAL AGREEMENT CREATING
THE NORTHWEST FLORIDA REGIONAL TRANSPORTATION
PLANNING ORGANIZATION**

This Amendment No. 1 to the Interlocal Agreement creating the Northwest Florida Regional Transportation Planning Organization is made and entered into this 10th day of May 2006, by and between the Florida-Alabama Transportation Planning Organization, and the Okaloosa-Walton Transportation Planning Organization.

RECITALS

WHEREAS, the Northwest Florida Regional Transportation Planning Organization is created by an interlocal agreement between the Florida-Alabama Transportation Planning Organization and Okaloosa-Walton Transportation Planning Organization, to study regional transportation issues affecting a four-county region; and

WHEREAS, on January 18, 2006, the Northwest Florida RTPO voted unanimously to amend the interlocal agreement to change the term of office for the chair and vice-chair to a two-year term; and

WHEREAS, on March 16, 2006, the Okaloosa-Walton TPO approved Resolution O-W 06-04 to amend the interlocal agreement creating the Northwest Florida RTPO; and

WHEREAS, on May 10, 2006, the Florida-Alabama TPO approved Resolution FI-AI 06-08 to amend the interlocal agreement creating the Northwest Florida RTPO;

AMENDMENT

NOW, THEREFORE, in consideration of the foregoing and the terms of this First Amendment and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

The Northwest Florida Regional Transportation Planning Organization amends the Interlocal Agreement creating the Northwest Florida RTPO, Article 4, COMPOSITION; MEMBERSHIP; TERMS OF OFFICE, Section 4.01 (b), to be revised as:

At the first meeting of each alternate calendar year, to begin in 2007, the governing body of the Organization shall elect one of its representatives as chair of the Organization who will preside over meetings, and another representative as vice chair to perform duties of the chair in his absence. The chair and vice chair shall hold offices for a two ~~one~~-year terms, and may be eligible for reelection to successive terms.

IN WITNESS WHEREOF, the duly authorized representatives of the parties hereto have executed this First Amendment as of 10th day of May 2006.

Signed, Sealed and Delivered in the presence of:

FLORIDA-ALABAMA TRANSPORTATION
PLANNING ORGANIZATION

BY: _____

J.D. Smith, Chairman

(Seal)

OKALOOSA-WALTON TRANSPORTATION
PLANNING ORGANIZATION

BY: _____

Elaine Tucker, Chairman

(Seal)

ATTEST:

BY: _____

Michael W. Ziegler, Director
Transportation Planning

DATE: _____

5/19/06

AMENDMENT NO. 2
TO THE INTERLOCAL AGREEMENT CREATING
THE NORTHWEST FLORIDA REGIONAL TRANSPORTATION
PLANNING ORGANIZATION

This Amendment No. 2 to the Interlocal Agreement Creating the Northwest Florida Regional Transportation Planning Organization (RTPO) is made and entered into this 17th day of April 2007, by and between the Florida-Alabama Transportation Planning Organization (TPO), and the Okaloosa-Walton TPO.

RECITALS

WHEREAS, the Northwest Florida RTPO is created by an interlocal agreement between the Florida-Alabama TPO and Okaloosa-Walton TPO, to study regional transportation issues affecting a four-county region; and

WHEREAS, on January 17, 2007, the Northwest Florida RTPO voted unanimously to approve Resolution NWFL 07-03 to endorse amendment of the interlocal agreement to change the RTPO meeting quorum requirement from nine (9) to seven (7); and

WHEREAS, on March 15, 2007, the Okaloosa-Walton TPO approved Resolution O-W 07-03 to amend the Interlocal Agreement Creating the Northwest Florida RTPO;

WHEREAS, on April 17, 2007, the Florida-Alabama TPO approved Resolution FL-AL 07-01 to amend the Interlocal Agreement Creating the Northwest Florida RTPO;

AMENDMENT

NOW, THEREFORE, in consideration of the foregoing and the terms of this Second Amendment and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

Article 4, COMPOSITION; MEMBERSHIP; TERMS OF OFFICE, Section 4.01 (c) of the Interlocal Agreement Creating the Northwest Florida RTPO is amended as:

~~Nine~~ Seven representatives shall constitute a quorum and the vote of ~~nine~~ seven representatives shall be necessary for any action taken by the Organization. No vacancy in the Organization shall impair the right of a quorum of the Organization to exercise all the rights and perform all of the duties of the Organization.

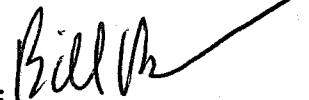
IN WITNESS WHEREOF, the duly authorized representatives of the parties hereto have executed this Second Amendment as of the 17th day of April 2007.

Signed, Sealed and Delivered in the presence of:

**FLORIDA-ALABAMA TRANSPORTATION
PLANNING ORGANIZATION**

BY: 
Kevin W. White, Chairman

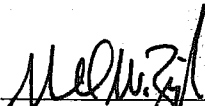
**OKALOOSA-WALTON TRANSPORTATION
PLANNING ORGANIZATION**

BY: 
Bill Roberts, Chairman

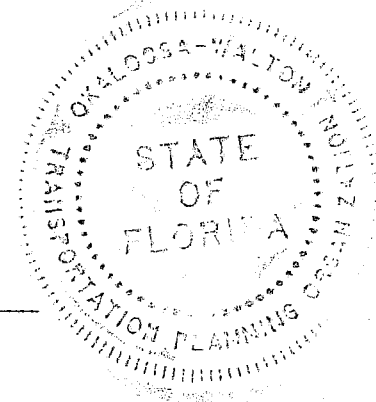
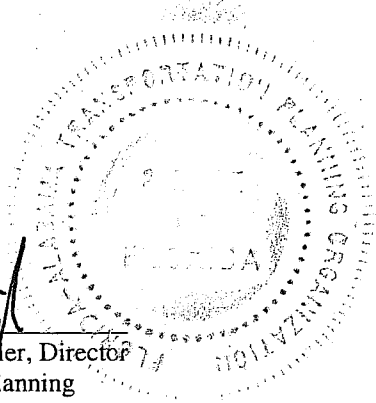
(Seal)

(Seal)

ATTEST:

BY: 
Michael W. Zeigler, Director
Transportation Planning

DATE: 4/17/07



**INTERLOCAL AGREEMENT BETWEEN OKALOOSA COUNTY AND
CITY OF FORT WALTON BEACH FOR DESIGN OF THE AROUND THE MOUND
PROJECT**

THIS AGREEMENT is made and entered into this ____ day of January 2025 by and between **OKALOOSA COUNTY**, a political subdivision of the State of Florida (“County”), and the **CITY OF FORT WALTON BEACH**, a municipal corporation organized under the laws of the State of Florida (“City”).

WHEREAS, the Around the Mound Project has been identified to address existing and future vehicular capacity and safety issues on US 98 as well as the high volumes of regional and commuter traffic traveling through downtown Fort Walton Beach; and

WHEREAS, the Around the Mound Project is needed to increase the capacity of US 98 to accommodate current and future traffic and to reduce regional and commuter traffic through downtown Fort Walton Beach; and

WHEREAS, the Okaloosa-Walton Transportation Planning Organization (TPO) has placed a high priority on the Around the Mound Project, currently ranked fourth on the Strategic Intermodal Systems (SIS) project priority list; and

WHEREAS, a Project Development & Environmental (PD&E) Study is currently being conducted for the Around the Mound Project with a preferred alternative selected in 2025; and

WHEREAS, the State of Florida created the Transportation Regional Incentive Program (TRIP) to improve regionally significant transportation facilities and to provide incentives for local governments and the private sector to help pay for critically needed projects that benefit regional travel and commerce; and

WHEREAS, the Safe Streets and Roads for All (SS4A) Safety Action Plan identifies US 98/ Miracle Strip Parkway, from Kerwood Road/ Hurlburt Field to SR 145/ Brooks Street SE as a Tier 1 Priority Project making the Around the Mound Project eligible for an SS4A implementation grant; and

WHEREAS, the estimated cost of designing the Around the Mound Project is \$2,700,000 and the latest FDOT 5-year work program has not budgeted any funding for design through the year 2030; and

WHEREAS, the parties find it in the best interest of the public to accelerate the Around the Mound project by jointly applying for a TRIP grant and SS4A grant; and

WHEREAS, the TRIP grant and the SS4A grant require local match funding.

NOW THEREFORE, in consideration of the foregoing and the mutual obligations set forth below, the parties, intending to be legally bound, agree as follows:

Section 1. Recitals. The above recitals are true and accurate and are incorporated herein as essential terms of the Agreement.

Section 2. Responsibilities.

- A. The County and City agree to jointly apply for TRIP funding for the Around the Mound Project.
- B. TRIP grants require a 50% local match and the County and City agree to split the local match for the estimated \$2,700,000 design cost for the Around the Mound Project. If the TRIP grant is awarded, the City and County agree to each fund 25% of the design cost amounting to \$675,000.00 each.
- C. SS4A calls for applications are expected in February 2025. The County and City agree to explore SS4A applications that could be used to fund the local contribution of the TRIP grant, or to further accelerate the Around the Mound Project. An amended interlocal agreement will be pursued if local match funding is needed for an SS4A implementation grant.

Section 3. Term. This Agreement shall be effective upon execution by the parties and shall continue until completion of the Project.

Section 4. Termination, Default and Dispute Resolution. This Agreement may only be terminated by notice to and the written consent of both parties. In the event of a material breach of this Agreement which is not cured in thirty (30) days following receipt of written notice of the default, then either party may institute litigation to protect their rights under this Agreement. The prevailing party shall be entitled to a reasonable attorney's fee and costs of such litigation.

Section 5. Third Party Beneficiaries. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

Section 6. Authority. Each party represents and warrants that it, through its elected governing body, has the right, power, and authority to execute and deliver this Agreement and to perform all of the obligations stated herein.

Section 7. Notice. Any notice or document required to be delivered under this Agreement shall be in writing and shall be deemed received by the other party at the earlier of the date actually received, or five (5) business days after the date deposited in a United States

Postal Service depository, postage prepaid, registered or certified mail, addressed to the County or the City, as the case may be, at the addresses set forth below:

As to the County:

County Administrator
Okaloosa County
1250 N. Eglin Pkwy
Suite 100
Shalimar, FL 32579

As to Fort Walton Beach:

City Manager
City of Fort Walton Beach
107 Miracle Strip Parkway SW
Fort Walton Beach, Florida 32548

Section 8. Entire Agreement. This Agreement represents the entire understanding between the parties with respect to the undertakings covered hereunder and there are no oral or collateral agreements with respect thereto between the parties. The provisions hereof may be amended or waived only pursuant to an instrument in writing, approved by the City Council and the Board of County Commissioners, and jointly executed by the parties hereto.

Section 9. Governing Law and Venue. This Agreement shall be interpreted in accordance with the laws of the State of Florida without regard to its principles of conflicts of laws. Venue for any legal proceedings arising out of this Agreement shall be in Okaloosa County, Florida.

Section 10. Indemnification. Subject to the limitations provided in section 768.28, Florida Statutes, and without otherwise waiving sovereign immunity, the County and the City shall indemnify and hold harmless each other from and against any and all third-party claims, demands, damages, losses, and expenses, including attorney's fees and costs, except for those claims, demands, damages, losses, and expenses arising out of the party's own negligence, malfeasance, nonfeasance, or misfeasance.

Section 11. Severability. If any portion of the Agreement, the deletion of which would not adversely affect the receipt of any material benefit by either party, is for any reason held or declared to be invalid or unenforceable, such determination shall not affect the remaining portions of this Agreement. If this Agreement or any portion of this Agreement is held or declared to be inapplicable to any person, property or circumstance, such determination shall not affect its applicability to any other person, property or circumstance.

Section 12. Conflicting Provisions. Any provision(s) of past agreements, entered into by the parties, in conflict with this Agreement are deemed repealed and the terms in this Agreement shall control.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

OKALOOSA COUNTY, FLORIDA

**CITY OF FORT WALTON BEACH,
FLORIDA**

By: *Paul M. Nixon*
Paul M. Nixon, Chairman



Date: 1/7/2025

ATTEST:

Brad E. Embry
Brad E. Embry, Clerk



By: *Dick Rynearson*
Dick Rynearson, Mayor

Date: January 14, 2025

ATTEST:

Kim M. Bardsley
Kim M. Bardsley, Clerk



ATTACHMENT B

The Around the Mound PD&E is scheduled to be finished in Calendar year 2025. The link below is to all available documents at this time:

<https://nwflroads.com/projects/220260-3>

The link below is to the feasibility report for the project:

https://fdotnwflroadsprod.blob.core.windows.net/public/DOCUMENT/Project_220260-3/Meeting%20Materials/SR%2030%20Aound%20the%20Mound%20Feasibility%20Report.pdf?sv=2018-03-28&sr=b&sig=YhTK7rtHzdyjSY54aHDO9HoyX6eaimWlqtEnOdN45Y4%3D&se=2025-01-14T15%3A30%3A36Z&sp=r



U.S. 98 “Around the Mound” Project Development and Environment (PD&E) Study

State Road (S.R.) 30 (U.S. 98 / Miracle Strip Parkway) from S.R. 189 (Beal Parkway) to West End of Brooks Bridge

Financial Project Identification Number: 220260-3-22-01

The Florida Department of Transportation (FDOT) is conducting a Project Development and Environment (PD&E) Study for State Road (S.R.) 30 (U.S. 98/ Miracle Strip Parkway) from S.R. 189 (Beal Parkway) to the west end of Brooks Bridge, and north along S.R. 85 (Eglin Parkway) to Hollywood Boulevard, within the City of Fort Walton Beach, in Okaloosa County.

The project is locally known as “Around the Mound” in reference to the Fort Walton Temple Mound, a National Historic Landmark listed on the National Register of Historic Places.

The project is consistent with the City of Fort Walton Beach Downtown Master Plan (May 2019) and the FDOT Feasibility Study (August 2020).

The study area and project limits are shown on the map.



ATTACHMENT B

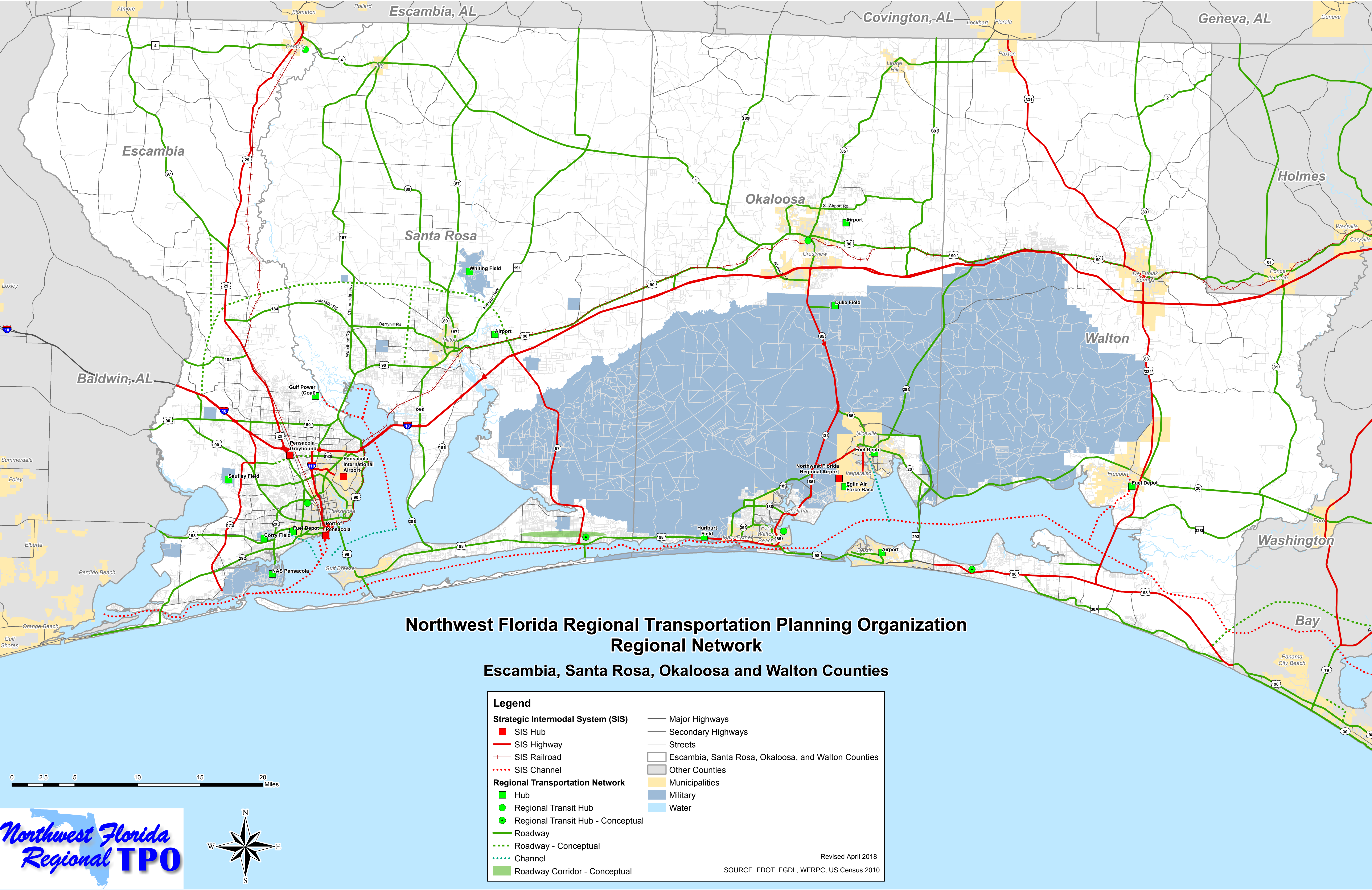
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The Around the Mound PD&E is scheduled to be finished in Calendar year 2025. The Design of the project would begin in January 2026 and 60% plans would be delivered in December of 2027. There would need to be a pause for several years ROW acquisition. The design would be completed in December of 2030.





BOARD OF COUNTY COMMISSIONERS AGENDA REQUEST

DATE: January 7, 2025
TO: Honorable Chairman and Distinguished Members of the Board
FROM: Jason Autrey
SUBJECT: FDOT Transportation Regional Incentive Program (TRIP) Application for \$675,000
DEPARTMENT: Public Works
BCC DISTRICT: 2

STATEMENT OF ISSUE: Request approval to submit an Application to the Florida Department of Transportation (FDOT) for the Transportation Regional Incentive Program (TRIP) grant program in the amount of \$675,000 for design of the Around the Mound project and to add the project to the County's Capital Improvement Plan. In addition, approval of the inter-local agreement with the City of Fort Walton Beach for the Around the Mound project is requested.

BACKGROUND: The 2005 Legislature, as part of a major initiative to improve growth management planning and the provision of transportation infrastructure, created this program to help accomplish that objective.

TRIP was created to improve regionally significant transportation facilities in "regional transportation areas". State funds are available throughout Florida to provide incentives for local governments and the private sector to help pay for critically needed projects that benefit regional travel and commerce. The Florida Department of Transportation (FDOT) will pay up to 50 percent of the non-federal share of project costs for public transportation facility projects.

The Around the Mound project has been identified to address existing and future vehicular capacity and safety issues on US 98 as well as the high volumes of regional and commuter traffic traveling through downtown Fort Walton Beach. The Project is needed to increase the capacity of US 98 to accommodate current and future traffic and to reduce regional and commuter traffic through downtown Fort Walton Beach.

The Okaloosa-Walton Transportation Planning Organization (TPO) has placed a high priority on the Around the Mound project and it is currently ranked fourth on the Strategic Intermodal Systems (SIS) project priority list. A Project Development & Environmental (PD&E) Study is currently being conducted for the Around the Mound project with a preferred alternative scheduled to be selected in 2025. The cost to design the project is estimated at \$2,700,000; however, FDOT's 5-year work program has no funding allocated for design through the year 2030.

The TRIP grant, if approved, will require a local match. The attached interlocal agreement stipulates the County and City split the local match and each provide \$675,000 for design of the Around the Mound project. In addition, the County and City would agree to coordinate efforts to apply for Safe Streets and Roads for All (SS4A) funding. The Okaloosa-Walton TPO recently

accepted a SS4A Safety Action Plan which identifies US 98/ Miracle Strip Parkway, from Kerwood Road to SR 145/ Brooks Street SE as a Tier 1 Priority Project making the Around the Mound Project eligible for a SS4A implementation grant. Call for SS4A implementation grant applications are expected in the spring of 2025; funding could be sought to provide the local match for the around the Mound design, or to accelerate the project in another phase such as right-of-way acquisition.

In addition, in accordance with the Grants Policy and Procedures Manual, the Department is requesting the Chairman to provide authorization for the County Administrator to be the Authorizing Official for this application. The attached resolution has been approved by the County Attorney. The attached interlocal agreement has been approved by the County Attorney and City of Fort Walton Beach Attorney. The grant submission is contingent on approval of the interlocal agreement by the Fort Walton Beach City Council on January 14.

FUNDING SOURCE: Funding will be derived from State of Florida funds and a local match from Surtax Reserves - Future Capital Outlay
Department #3301
Account #563001
Amount \$675,000

OPTIONS: Approve/Disapprove

RECOMMENDATIONS: Motion for: approval to submit the TRIP grant application, authorization for the County Administrator to act as the Authorizing Official and sign the application, approval to enter into the interlocal agreement with the City of Fort Walton Beach for the Around the Mound project and, authorization to include the Around the Mound project in the CIP.

RECOMMENDED BY:

APPROVED BY:

Okaloosa County, Florida

Project Data Collection Form

BCC Proposal Number 2025-G658

(To Be Assigned by Grants Administration)

Email Submittal Date: December 16, 2024

If a Department wishes to pursue a funding opportunity, complete Part A below and email to the Grants & RESTORE Manager.

Section 9 - Delegations of Authority for Grant Applications, Contracts and Amendment Approvals

For those applications/additional funding/amendments which are not required to be presented to the Board for approval, after legal approval the Board will receive notice of Intent to Sign a Grant Document, two business days prior to the County Administrator's approval unless the Director of the Office of Management and Budget approves an immediate submission due to an urgent matter. Notice of Intent for an application will contain the Project Data Collection Form and notice of Intent for additional funding/amendments will contain the unsigned document.

9.1 - Authority to Execute and Submit Grant Applications

9.1.1 - County Administrator - Approval to submit a grant application shall be delegated to the County Administrator if the grant is:

- a) An entitlement or competitive grant; and
- b) Is used for the same activity each year or to make a one-time purchase; and
- c) Does not require a cash match (can use in-kind).

9.1.2 - BOCC Chairman - The Chairman shall sign those grant applications that meet the criteria for the County Administrator delegation in section 9.1.1, but which also require the Chairman's signature for submittal.

9.1.3 - BOCC - The Board shall approve submittal of a grant application if the grant:

- a) Is an entitlement or competitive grant; and
- b) Creates a new program/service or adds staff; and/or
- c) Requires a cash match.

9.2 - Authority to Enter into Contracts

All grants will come before the BOCC for approval to accept and enter into contract.

9.3 - Authority to Accept Additional Funding/Amendments

9.3.1 - County Administrator - Approval to accept additional funding for an ongoing grant-funded program shall be delegated to the County Administrator if:

- a) The grant does not require an additional cash match (can use in-kind);
- b) The additional funding does not materially change the scope of the program.

9.3.2 - Chairman - The Chairman shall be authorized to sign grant contract amendments that meet the criteria in section 9.3.1. Once initially approved by BOCC in accordance with 9.2, the Chairman is authorized to sign any additional supporting documentation.

9.3.3 – BOCC - The Board shall approve grant contract amendments if the grant:

- a) Requires an additional cash match;
- b) Materially changes the scope of the program.

The grant associated with this Project Data Collection Form is subject to Section 9.1.3

Project Data Collection Form Part A (to be completed by department):

Project Information

By submitting this project proposal, the proposer certifies that the statements herein are true, complete and accurate to the best of his/her knowledge.

A.1 Department: Department submitting PDCF and completing the majority of the scope of work under the funding opportunity.

Public Works

A.2 Director of Department in A.1: As given on organizational chart.

Jason Autrey

A.3 Project BCC District(s): As applicable.

2

A.4 Proposer: Name and contact info (phone and e-mail) for the person submitting the project. This individual will become the Program Manager unless another employee is designated by the CAO.

Name: Scott Bitterman

Phone: 850-612-6388

E-mail: sbitterman@myokaloosa.com

A.5 Project Name: As given by Department.

Around the Mound Design

A.6 Project Description: (What, Where, Why) Give a brief summary of the project.

The Around the Mound Project has been identified to address existing and future vehicular capacity and safety issues on US 98 as well as the high volumes of regional and commuter traffic. The project will increase the capacity of US 98 to accommodate current and future traffic and reduce regional and commuter traffic through downtown Fort Walton Beach

A.7 Okaloosa County Strategic Plan: Detail how the project advances one or more of the BCC's qualifying priorities. **Need to Add List of BCC defined priorities or needs assessment**



Public Safety



Infrastructure



Storm Water



Water Quality

A.8 Lobbying: Is there lobbying activity related to this project? Explain and see SF-LLL requirements.

No ☒

Yes ☐

Explain

Explain Yes

A.9 Project (Estimated) time frame: Start to end.

Start Date: Jan 2026 End Date: Jan 2028

A.10 Granting Agency name: As given in the funding opportunity announcement.

Florida Department of Transportation

A.11 Funding number: Catalog of Federal Domestic Assistance Number (CFDA) XX.XXX

AND/OR

Catalog of State Financial Assistance (CSFA) 55.026

A.12 Grant amount requested:

\$1,350,000

A.13 Match amount (cash or in-kind):

\$675,000 ☐ In-kind (ex: Co. Salaries/Wages/Benefits) ☒ Cash

A.14 Source of match: Give department number, account number and first fiscal year.

Department No. Surtax Account No. Acct. Beginning FY: 25

A.15 Granting Agency announcement of funding opportunity date:

11/1/2024

A.16 Application submission due date:

January 17, 2025

A.17 Based on the results of the Pre-application Risk Assessment, how does the department/division plan on mitigating areas of high risk?

Low Risk. TRIP grants are familiar. Total cost of design is \$2.7M. Interlocal will be made with FWB where City and County each fund 25% of the design to make up the 50% local match. FDOT will likely run the design.

PRE-APPLICATION RISK ASSESSMENT

Funding: FDOT TRIP Grant

1. Does the funding opportunity align with the department's core mission and the County's strategic priorities? Yes ☒ No ☐
2. Is the program/project sustainable without additional funding? Yes ☒ No ☐
3. Will the department be able to fund potential long term operations and maintenance cost without budgetary increases? Yes ☐ No ☒

If Questions 1 – 3 are answered Yes, then rate the following areas:		
	Risk #	Score
AREA 1: Dollar Amount of Project (Grant and Matching)		
\$0 - \$39,999.99	1	
\$40,000 - \$99,999.99	2	
\$100,000 - \$249,999.99	3	
\$250,000 or more	4	x
AREA 2: Prior Experience with Funding Program/Granting Agency		
> 10 years of experience	1	x
5 - 10 years of experience	2	
2 - 5 years of experience	3	
< 2 years of experience	4	
No past experience	5	
AREA 3: Project Complexity		
Not complex and easily understood	1	x
Somewhat complex or technical in nature	3	
Highly complex or technical	5	
AREA 4: Departmental Training		
Relevant general and program specific compliance training within last grant cycle.	1	x
No relevant general and program specific compliance training within the past previous grant cycle.	3	
No relevant general and program specific compliance training.	5	
AREA 5: Departmental Staffing Level		
Adequate level of staffing to assure proper oversight	1	x
Not an adequate level of staff to assure proper oversight	5	
AREA 6: Subaward		
Work will not involve a subaward	0	x
Work will involve a subaward to an experienced entity	1	
Work will involve a subaward to a new entity	4	
TOTAL RISK SCORE		

Instructions: Add the risk value numbers and enter the total risk score above. Using the scoring system below, place an X in the appropriate box to identify the risk level.

RISK LEVEL ☒ Low 6 – 13 ☐ Medium 14 – 22 ☐ High 23 - 30

Prepared by: Scott Bitterman
 Digitally signed by Scott Bitterman
 Date: 2024.12.16 14:23:20 -06'00'

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WHEREAS, the Okaloosa County Board of County Commissioners (hereinafter the “BOARD”) has the authority to apply for and accept grants and make purchases and/or expend funds pursuant to grant awards made by the Florida Department of Transportation (FDOT) as authorized by Chapter 341, Florida Statutes and/or by the Federal Transit Administration Act of 1964, as amended; and

WHEREAS, the 2005 Legislature, as part of a major initiative to improve growth management planning and the provision of transportation infrastructure, created this program to help accomplish that objective. The Transportation Regional Incentive Program (TRIP) was created to improve regionally significant transportation facilities in "regional transportation areas". State funds are available throughout Florida to provide incentives for local governments and the private sector to help pay for critically needed projects that benefit regional travel and commerce; and

WHEREAS, the County has previously submitted applications with FDOT regarding similar projects; and

WHEREAS, the Application for the grant is to fund the design of the Around the Mound project. US 98 is currently on the Florida SIS. Around the Mound is ranked #4 on the Okaloosa-Walton LRTP for SIS route projects. In addition, US 98 is a STRAHNET connector from Hurlburt Field to SR 85 to Eglin Air Force Base to I-10; and

WHEREAS, FDOT will pay up to 50 percent of the non-federal share of project costs for public transportation facility projects. The remainder of funds will be split evenly between the City of Fort Walton Beach and from County Surtax; and

WHEREAS, to ensure that all documents pertaining to the grant application are timely executed, the BOARD now desires to execute this Resolution authorizing the County Administrator to execute the Grant application, supporting documents, and

assurances to FDOT; and authorizing Grants Administration to submit the application to the appropriate entity.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF
COUNTY COMMISSIONERS OF OKALOOSA COUNTY AS FOLLOWS:**

1. The above recitals are true and correct and are hereby incorporated by reference.
2. Contingent upon the City of Fort Walton Beach approving an inter-local agreement to evenly split the local match, the County Administrator is hereby authorized to execute the Grant application, supporting documents, and assurances to FDOT for the Transportation Regional Incentive Program (TRIP) program for inclusion in the work program development cycle; and Grants Administration is authorized to submit the application to the appropriate entity.
3. This Resolution is effective upon adoption and execution.

DULY PASSED AND ADOPTED this the 7th day of January, 2025.

**BOARD OF COUNTY COMMISSIONERS
OKALOOSA COUNTY, FLORIDA**

Paul Mixon, Chairman

ATTESTS:

CLERK OF CIRCUIT COURT
OKALOOSA COUNTY, FLORIDA

Brad E. Embry

APPROVED AS TO FORM:

Lynn M. Hoshihara
County Attorney

RESOLUTION 25-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF OKALOOSA COUNTY; AUTHORIZING AND APPROVING FOR THE COUNTY ADMINISTRATOR TO SUBMIT THE TRANSPORTATION REGIONAL INCENTIVE PROGRAM APPLICATION FOR THE AROUND THE MOUND PROJECT IN FORT WALTON BEACH; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Okaloosa County Board of County Commissioners (hereinafter the "BOARD") has the authority to apply for and accept grants and make purchases and/or expend funds pursuant to grant awards made by the Florida Department of Transportation (FDOT) as authorized by Chapter 341, Florida Statutes and/or by the Federal Transit Administration Act of 1964, as amended; and

WHEREAS, the 2005 Legislature, as part of a major initiative to improve growth management planning and the provision of transportation infrastructure, created this program to help accomplish that objective. The Transportation Regional Incentive Program (TRIP) was created to improve regionally significant transportation facilities in "regional transportation areas". State funds are available throughout Florida to provide incentives for local governments and the private sector to help pay for critically needed projects that benefit regional travel and commerce; and

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DULY PASSED AND ADOPTED this the 7th day of January, 2025.

**BOARD OF COUNTY COMMISSIONERS
OKALOOSA COUNTY, FLORIDA**

Paul Mixon, Chairman

ATTESTS:

CLERK OF CIRCUIT COURT
OKALOOSA COUNTY, FLORIDA

Brad E. Embry

APPROVED AS TO FORM:

Lynn M. Hoshihara
County Attorney



Board of County Commissioners

Paul Nixon, Chairman (District 1)

State of Florida

January 7, 2025

Florida Department of Transportation

RE: Designation of Authorizing Official

To Whom It May Concern:

We are writing to inform the Florida Department of Transportation of the designation of John Hofstad, County Administrator, as the Authorizing Official for the Transportation Regional Incentive Program Design for the Around the Mound Project.

Please accept this as our formal request based on Board Action of this day.

Sincerely,

Paul Nixon
Chairman, Board of County Commissioners

**INTERLOCAL AGREEMENT BETWEEN OKALOOSA COUNTY AND
CITY OF FORT WALTON BEACH FOR DESIGN OF THE AROUND THE MOUND
PROJECT**

THIS AGREEMENT is made and entered into this ____ day of January 2025 by and between **OKALOOSA COUNTY**, a political subdivision of the State of Florida (“County”), and the **CITY OF FORT WALTON BEACH**, a municipal corporation organized under the laws of the State of Florida (“City”).

WHEREAS, the Around the Mound Project has been identified to address existing and future vehicular capacity and safety issues on US 98 as well as the high volumes of regional and commuter traffic traveling through downtown Fort Walton Beach; and

WHEREAS, the Around the Mound Project is needed to increase the capacity of US 98 to accommodate current and future traffic and to reduce regional and commuter traffic through downtown Fort Walton Beach; and

WHEREAS, the Okaloosa-Walton Transportation Planning Organization (TPO) has placed a high priority on the Around the Mound Project, currently ranked fourth on the Strategic Intermodal Systems (SIS) project priority list; and

WHEREAS, a Project Development & Environmental (PD&E) Study is currently being conducted for the Around the Mound Project with a preferred alternative selected in 2025; and

WHEREAS, the State of Florida created the Transportation Regional Incentive Program (TRIP) to improve regionally significant transportation facilities and to provide incentives for local governments and the private sector to help pay for critically needed projects that benefit regional travel and commerce; and

WHEREAS, the Safe Streets and Roads for All (SS4A) Safety Action Plan identifies US 98/ Miracle Strip Parkway, from Kerwood Road/ Hurlburt Field to SR 145/ Brooks Street SE as a Tier 1 Priority Project making the Around the Mound Project eligible for an SS4A implementation grant; and

WHEREAS, the estimated cost of designing the Around the Mound Project is \$2,700,000 and the latest FDOT 5-year work program has not budgeted any funding for design through the year 2030; and

WHEREAS, the parties find it in the best interest of the public to accelerate the Around the Mound project by jointly applying for a TRIP grant and SS4A grant; and

WHEREAS, the TRIP grant and the SS4A grant require local match funding.

NOW THEREFORE, in consideration of the foregoing and the mutual obligations set forth below, the parties, intending to be legally bound, agree as follows:

Section 1. Recitals. The above recitals are true and accurate and are incorporated herein as essential terms of the Agreement.

Section 2. Responsibilities.

- A. The County and City agree to jointly apply for TRIP funding for the Around the Mound Project.
- B. TRIP grants require a 50% local match and the County and City agree to split the local match for the estimated \$2,700,000 design cost for the Around the Mound Project. If the TRIP grant is awarded, the City and County agree to each fund 25% of the design cost amounting to \$675,000.00 each.
- C. SS4A calls for applications are expected in February 2025. The County and City agree to explore SS4A applications that could be used to fund the local contribution of the TRIP grant, or to further accelerate the Around the Mound Project. An amended interlocal agreement will be pursued if local match funding is needed for an SS4A implementation grant.

Section 3. Term. This Agreement shall be effective upon execution by the parties and shall continue until completion of the Project.

Section 4. Termination, Default and Dispute Resolution. This Agreement may only be terminated by notice to and the written consent of both parties. In the event of a material breach of this Agreement which is not cured in thirty (30) days following receipt of written notice of the default, then either party may institute litigation to protect their rights under this Agreement. The prevailing party shall be entitled to a reasonable attorney's fee and costs of such litigation.

Section 5. Third Party Beneficiaries. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

Section 6. Authority. Each party represents and warrants that it, through its elected governing body, has the right, power, and authority to execute and deliver this Agreement and to perform all of the obligations stated herein.

Section 7. Notice. Any notice or document required to be delivered under this Agreement shall be in writing and shall be deemed received by the other party at the earlier of the date actually received, or five (5) business days after the date deposited in a United States

Postal Service depository, postage prepaid, registered or certified mail, addressed to the County or the City, as the case may be, at the addresses set forth below:

As to the County:

County Administrator
Okaloosa County
1250 N. Eglin Pkwy
Suite 100
Shalimar, FL 32579

As to Fort Walton Beach:

City Manager
City of Fort Walton Beach
107 Miracle Strip Parkway SW
Fort Walton Beach, Florida 32548

Section 8. Entire Agreement. This Agreement represents the entire understanding between the parties with respect to the undertakings covered hereunder and there are no oral or collateral agreements with respect thereto between the parties. The provisions hereof may be amended or waived only pursuant to an instrument in writing, approved by the City Council and the Board of County Commissioners, and jointly executed by the parties hereto.

Section 9. Governing Law and Venue. This Agreement shall be interpreted in accordance with the laws of the State of Florida without regard to its principles of conflicts of laws. Venue for any legal proceedings arising out of this Agreement shall be in Okaloosa County, Florida.

Section 10. Indemnification. Subject to the limitations provided in section 768.28, Florida Statutes, and without otherwise waiving sovereign immunity, the County and the City shall indemnify and hold harmless each other from and against any and all third-party claims, demands, damages, losses, and expenses, including attorney's fees and costs, except for those claims, demands, damages, losses, and expenses arising out of the party's own negligence, malfeasance, nonfeasance, or misfeasance.

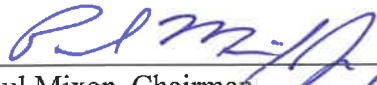
Section 11. Severability. If any portion of the Agreement, the deletion of which would not adversely affect the receipt of any material benefit by either party, is for any reason held or declared to be invalid or unenforceable, such determination shall not affect the remaining portions of this Agreement. If this Agreement or any portion of this Agreement is held or declared to be inapplicable to any person, property or circumstance, such determination shall not affect its applicability to any other person, property or circumstance.

Section 12. Conflicting Provisions. Any provision(s) of past agreements, entered into by the parties, in conflict with this Agreement are deemed repealed and the terms in this Agreement shall control.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

OKALOOSA COUNTY, FLORIDA

**CITY OF FORT WALTON BEACH,
FLORIDA**

By: 
Paul Mixon, Chairman

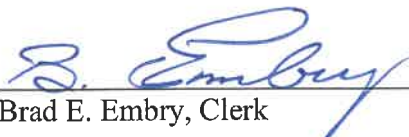
By: 
Dick Rynearson, Mayor

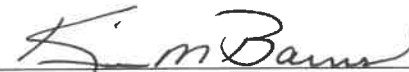
Date: 1/7/2025

Date: January 14, 2025

ATTEST:

ATTEST:


Brad E. Embry, Clerk


Kim M. Bowers, Clerk



**LAND DEVELOPMENT CODE****Chapter 4
Concurrency Management**

4.02.01 General Requirements: As a minimum, at least one of the following standards will be met prior to development authorization.

1. The necessary facilities and services are in place at the time development authorization is issued; or
2. Development authorization is issued subject to the conditions that the necessary facilities and services will be in place when the impacts of the development occur, or
3. The necessary facilities are in place or under construction at the time development authorization is issued, or in the first 3 years after issuance of a development order as provided in the adopted five-year schedule of capital improvements or an agreement is made between the County and property owner to construct improvements; or
4. The necessary facilities and services are the subject of a binding executed contract for the construction of the facilities or the provision of services at the time development authorization is issued; or (Note: This provision only relates to parks and recreation facilities).

4.02.02 Levels of Service (LOS) and Concurrency Determinations: The following LOS and methodologies shall be used for concurrency determinations. Level of service standards are those established for public facilities and services in the Comprehensive Plan.

1. Roadways

- a. New development shall mitigate its off-site impact to the multimodal transportation system through payment of a mobility fee.
- b. The following LOS standards for arterials, collectors, and major local roads established in Multimodal Transportation Element Policy 1.2.5. may be used to establish site access evaluation criteria, review traffic impacts from amendments to the future land use map or element, coordinate intergovernmental funding opportunities with municipalities, adjacent Counties, FDOT, and the TPO, and for mobility and long range transportation planning based on the following:
 - i. South of the northern limits of Eglin Airforce Base: Road LOS Standard of "E".
 - ii. North of Eglin Airforce Base: Road LOS Standard of "D".
 - iii. Interstate 10, U.S. Highways, and State Roads: FDOT established Road LOS Standards.
- c. New developments shall be required to submit a trip generation analysis with development plans per the following thresholds:
 - i. Residential development: 25 or more dwelling units;
 - ii. Industrial uses: 10,000 square feet or greater;
 - iii. Office and non-residential uses (not otherwise specified): 5,000 square feet or greater;
 - iv. Medical Office: 2,000 square feet or greater;

Attachment H – Document that the project meets the following TRIP statutory eligibility requirements.

FS 339.2819 outlines the Transportation Regional Incentive Program (TRIP). There are minimum requirements that shall be met in order for projects to be funded. They are as follows:

1. Serve national, statewide, or regional functions and function as part of an integrated regional transportation system.
 - a. US 98 is a Strategic Intermodal System (SIS) designated roadway. It is currently the 4th ranked project in the Okaloosa-Walton TPO SIS project priority list.
2. Be identified in the capital improvements element of a comprehensive plan that has been determined to be in compliance with part II of chapter 163, after July 1, 2005. Further, the project shall be in compliance with local government comprehensive plan policies relative to corridor management.
 - a. The Okaloosa County Comprehensive plan is in compliance with Florida law and the Around the Mound design project is included as a surtax funded project in the Okaloosa County Capital Improvement Plan.
3. Be consistent with the Strategic Intermodal System Plan developed under s.339.64.
 - a. US 98 is a SIS roadway and is consistent with the SIS Plan under Florida law. This project improves capacity of the roadway by bypassing the constrained downtown area of Fort Walton Beach.
4. Be in compliance with local corridor management policies.
 - a. US 98 is a major roadway with an adopted LOS of E in the Okaloosa County Land Development Code.
5. Have a commitment for local, regional, or private financial matching funds as a percentage of the overall project cost.
 - a. Okaloosa County, at the January 16, 2024, Board of County Commissioners meeting, voted to submit this TRIP application and to allocate the funding necessary to meet the obligations of the grant. Okaloosa County proposes to contribute \$1,350,000 towards the project total of \$2,700,000 which is 50% of the total funding amount needed. The minimum match is 50%; therefore, the County meets the minimum.

ATTACHMENT B

The Around the Mound PD&E is scheduled to be finished in Calendar year 2025. The link below is to all available documents at this time:

<https://nwflroads.com/projects/220260-3>

The link below is to the feasibility report for the project:

https://fdotnwflroadsprod.blob.core.windows.net/public/DOCUMENT/Project_220260-3/Meeting%20Materials/SR%2030%20Aound%20the%20Mound%20Feasibility%20Report.pdf?sv=2018-03-28&sr=b&sig=YhTK7rtHzdyjSY54aHDO9HoyX6eaimWlqtEnOdN45Y4%3D&se=2025-01-14T15%3A30%3A36Z&sp=r

RESOLUTION 25-11

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF OKALOOSA COUNTY; AUTHORIZING AND APPROVING FOR THE COUNTY ADMINISTRATOR TO SUBMIT THE TRANSPORTATION REGIONAL INCENTIVE PROGRAM APPLICATION FOR THE AROUND THE MOUND PROJECT IN FORT WALTON BEACH; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Okaloosa County Board of County Commissioners (hereinafter the "BOARD") has the authority to apply for and accept grants and make purchases and/or expend funds pursuant to grant awards made by the Florida Department of Transportation (FDOT) as authorized by Chapter 341, Florida Statutes and/or by the Federal Transit Administration Act of 1964, as amended; and

WHEREAS, the 2005 Legislature, as part of a major initiative to improve growth management planning and the provision of transportation infrastructure, created this program to help accomplish that objective. The Transportation Regional Incentive Program (TRIP) was created to improve regionally significant transportation facilities in "regional transportation areas". State funds are available throughout Florida to provide incentives for local governments and the private sector to help pay for critically needed projects that benefit regional travel and commerce; and

WHEREAS, the County has previously submitted applications with FDOT regarding similar projects; and

WHEREAS, the Application for the grant is to fund the design of the Around the Mound project. US 98 is currently on the Florida SIS. Around the Mound is ranked #4 on the Okaloosa-Walton LRTP for SIS route projects. In addition, US 98 is a STRAHNET connector from Hurlburt Field to SR 85 to Eglin Air Force Base to I-10; and

WHEREAS, FDOT will pay up to 50 percent of the non-federal share of project costs for public transportation facility projects. The remainder of funds will be split evenly between the City of Fort Walton Beach and from County Surtax; and

WHEREAS, to ensure that all documents pertaining to the grant application are timely executed, the BOARD now desires to execute this Resolution authorizing the County Administrator to execute the Grant application, supporting documents, and

assurances to FDOT; and authorizing Grants Administration to submit the application to the appropriate entity.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF
COUNTY COMMISSIONERS OF OKALOOSA COUNTY AS FOLLOWS:**

1. The above recitals are true and correct and are hereby incorporated by reference.
2. Contingent upon the City of Fort Walton Beach approving an inter-local agreement to evenly split the local match, the County Administrator is hereby authorized to execute the Grant application, supporting documents, and assurances to FDOT for the Transportation Regional Incentive Program (TRIP) program for inclusion in the work program development cycle; and Grants Administration is authorized to submit the application to the appropriate entity.
3. This Resolution is effective upon adoption and execution.

DULY PASSED AND ADOPTED this the 7th day of January, 2025.

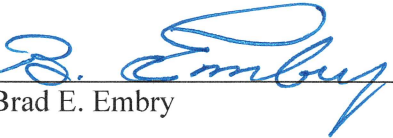
**BOARD OF COUNTY COMMISSIONERS
OKALOOSA COUNTY, FLORIDA**

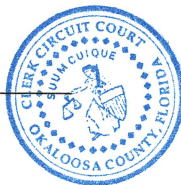

Paul Mixon, Chairman

ATTESTS:

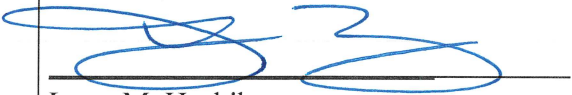
CLERK OF CIRCUIT COURT
OKALOOSA COUNTY, FLORIDA

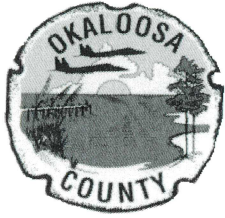



Brad E. Embry



APPROVED AS TO FORM:


Lynn M. Hoshihara
County Attorney



Board of County Commissioners

Paul Nixon, Chairman (District 1)

State of Florida

January 7, 2025

Florida Department of Transportation

RE: Designation of Authorizing Official

To Whom It May Concern:

We are writing to inform the Florida Department of Transportation of the designation of John Hofstad, County Administrator, as the Authorizing Official for the Transportation Regional Incentive Program Design for the Around the Mound Project.

Please accept this as our formal request based on Board Action of this day.

Sincerely,

A handwritten signature in blue ink, appearing to read "P. Nixon", is written over the signature line.

Paul Nixon
Chairman, Board of County Commissioners