

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

THIS JOINT PARTICIPATION AGREEMENT is made and entered into this 22nd day of Feb, 2012 by and between: the FLORIDA DEPARTMENT OF TRANSPORTATION; the MIAMI-DADE Metropolitan Planning Organization; the SOUTH FLORIDA REGIONAL PLANNING COUNCIL; MIAMI-DADE COUNTY, a political subdivision of the State of Florida and operator of publicly owned transportation systems in Miami-Dade County; the SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY; and the MIAMI-DADE EXPRESSWAY AUTHORITY.

RECITALS

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

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

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

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

WHEREAS, pursuant to 23 U.S.C. Section 134, 49 U.S.C. Section 5303, 23 CFR Section 450.310, and Section 339.175(2), FS, the Miami-Dade Metropolitan Planning Organization (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 an interlocal agreement executed on March 2, 1977, and filed with the Clerk of the Circuit Court of Miami-Dade County, the Miami-Dade Metropolitan Planning Organization was established;

WHEREAS, pursuant to the Home Rule Amendment to the Florida Constitution (Article VIII, Section 11 Florida Constitution of 1885 and Article VIII, Section 6 Florida Constitution of 1968) the electors of Miami-Dade County have adopted a Home Rule Charter which grants the Miami-Dade County Board of County Commissioners the power, among other things, to provide and operate air, water, rail and bus terminals, port facilities and public transportation systems (Article 1, Sec. 1.01);

WHEREAS, pursuant to such Charter, Miami-Dade County ("County") operates the public mass transit system, the airport system of the county (comprised of Miami-International Airport and regional and general aviation airports), and the Port of Miami through its Transit, Aviation and Seaport Departments;

WHEREAS, pursuant to Chapter 2003-159, Laws of Florida (Sections 343.53 and 343.54 F.S.), the South Florida Regional Transportation Authority was created and established to own, operate, maintain, and manage a transit system in the tri-county area of Broward, Miami-Dade and Palm Beach counties;

WHEREAS, the Miami-Dade Expressway Authority is a state sanctioned, locally administered, public agency created in 1994 by the State of Florida and the Board of County Commissioners of Miami-Dade County, to oversee, operate and maintains local expressways;

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

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

WHEREAS, the Miami-Dade MPO has executed and maintains a Memorandum of Understanding dated November 30, 1995 with Miami-Dade County for the staffing and provision of transportation planning and programming services including the participation of the Directors of the Miami-Dade County's Transit, Aviation and Seaport Departments on the Transportation Planning Council to assure the overall technical adequacy and intermodal coordination of the MPO's planning program;

WHEREAS, pursuant to Section 186.504, FS, and Chapter 29J-1.001, Florida Administrative Code (FAC), the South Florida Regional Planning Council was established and operates with a primary purpose of intergovernmental coordination and review;

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

WHEREAS, the South Florida Regional Planning Council, pursuant to Section 186.507, FS, 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 South Florida Regional Planning Council's statutory mandate to identify inconsistencies between plans of metropolitan planning organizations and applicable local government comprehensive plans, and to prepare and adopt a Strategic Regional Policy Plan, the South Florida Regional Planning Council is appropriately situated to assist in the intergovernmental coordination of the intermodal transportation planning process;

WHEREAS, pursuant to Section 186.509, FS, and Chapter 29 J-3, FAC, the South Florida Regional Planning Council has adopted a conflict and dispute resolution process;

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

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

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

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

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

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

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

ARTICLE 1 RECITALS; DEFINITIONS

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

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

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

“Corridor or Sub-area Study” shall mean and refer to studies involving major investment decisions or as otherwise identified in 23 CFR Section 450.318.

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

“FHWA” means and refers to the Federal Highway Administration.

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

“Metropolitan Area” means and refers to the planning area as determined by agreement between the Miami-Dade Metropolitan Planning Organization and the Governor in the urbanized areas designated by the United States Bureau of the Census as described in 23 U.S.C. Section 134(b)(1) and Section 339.175, FS, which shall be subject to the Metropolitan Planning Organization’s planning authority.

“MDX” means and refers to the Miami Dade Expressway Authority, a state sanctioned, locally administered, public agency.

“MPO” means and refers to the metropolitan planning organization formed pursuant to Interlocal Agreement dated March 2, 1977 as amended or superseded from time to time.

“Regional Planning Council” means and refers to the South Florida Regional Planning Council created pursuant to Section 186.504, FS, and identified in Chapter 27E-1 FAC.

“SFRTA” means and refers to the South Florida Regional Transportation Authority, a body politic and corporate, an agency of the state, created by Chapter 2003-159, Laws of Florida (Section 343.53, F.S.) ;

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

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

ARTICLE 2 PURPOSE

Section 2.01. Coordination with public transportation operators. As set forth in Article 3 of this Agreement, the purpose of this Agreement is to provide for coordination and cooperation with the Department, MPO, the South Florida Regional Transportation Authority, and the County (as operator of the County’s public transit system, seaport and airports) in the development and preparation of the Unified Planning Work Program, the Transportation Improvement Program, the Long-Range Transportation Plan, and any applicable Corridor or Subarea Studies.

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

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

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

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

(a) The Metropolitan Planning Organization shall coordinate and cooperate with the South Florida Regional Transportation Authority, and the County (as operator of the county’s public transit system, seaport and airports) to optimize the planning and programming of an integrated and balanced intermodal transportation system for the Metropolitan Area.

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

(c) The Metropolitan Planning Organization shall ensure that representatives of the county’s seaport, transit and aviation departments are provided membership on the Metropolitan Planning Organization’s Transportation Planning Council. Membership of the Metropolitan Planning Organization shall comply with the requirements of Chapter 339, Florida Statutes.

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

Section 3.02. Preparation of transportation related plans.

(a) Although the adoption or approval of the Unified Planning Work Program, the Transportation Improvement Program, and the Long-Range Transportation Plan is the responsibility of the Miami-Dade Metropolitan Planning Organization, development of such plans or programs shall be viewed as a cooperative

effort involving the Department, the South Florida Regional Transportation Authority, and the County (as operator of the County's public transit system, seaport and airports). In developing its plans and programs, the Miami-Dade Metropolitan Planning Organization shall solicit the comments and recommendations of the parties to this Agreement in the preparation of such plans and programs.

(b) At the commencement of the process of preparing the Unified Planning Work Program, the Transportation Improvement Program, or the Long-Range Transportation Plan, or preparing other than a minor amendment thereto (as determined by the Metropolitan Planning Organization), the Metropolitan Planning Organization shall extend notice to the Department, the South Florida Regional Transportation Authority, the Miami Dade Expressway Authority and the County advising each as to the scope of the work to be undertaken and inviting comment and participation in the development process. The MPO shall ensure that the chief operating officials of the Department, the South Florida Regional Transportation Authority, the Miami Dade Expressway Authority and the County (as operator of the County's public transit system, seaport and airports) shall receive approximately 15 days written formal notice of all public workshops and hearings relating to the development of such plans and programs. It is stipulated by the parties to this Agreement that the inadvertent failure by the Miami-Dade Metropolitan Planning Organization to properly extend written or other notice shall not invalidate, or be the basis for lodging a claim to invalidate, the adoption of the aforementioned plans and programs.

(c) Local government comprehensive plans.

(1) In developing the TIP, Long-Range Transportation Plan, or Corridor or Subarea Studies, or preparing other than a minor amendment thereto (as determined by the MPO), the Miami-Dade Metropolitan Planning Organization, the County (as operator of the County's public transit system, seaport and airports), and South Florida Regional Transportation Authority shall analyze for each local government in the Metro Area: (i) the comprehensive plan future land use elements; (ii) the goals, objectives, and policies of the comprehensive plans; and (iii) the zoning, of each local government in the Metropolitan Area. Based upon the foregoing review and a consideration of other growth management factors, the MPO, the South Florida Regional Transportation Authority, and the County (as operator of the County's public transit system, seaport and airports), and the Miami-Dade Expressway Authority, shall provide written recommendations to local governments in the Metropolitan Area in the development, amendment, and implementation of their comprehensive plans, only when significant or necessary. A copy of the recommendations shall be sent to the Regional Planning Council.

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

(d) Multi-modal transportation agency plans.

(1) In developing the Transportation Improvement Program, Long-Range Transportation Plan, or a Corridor or Subarea Studies, or preparing other than a minor amendment thereto (as determined by the Metropolitan Planning Organization), the Miami-Dade Metropolitan Planning Organization shall analyze the affected master plans of the Port of Miami, the Miami-Dade County Aviation Department, the South Florida Regional Transportation Authority, and the Miami Dade County Expressway Authority. Based upon the foregoing review and a consideration of other transportation-related factors, the Miami-Dade Metropolitan Planning Organization, shall from time to time and as appropriate, provide recommendations to the parties to

this Agreement as well as local governments within the Metropolitan Area, for the development, amendment, and implementation of their master, development, or comprehensive plans.

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

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

(e) By letter agreement, or other procedure to that effect, to be executed by the Miami-Dade Metropolitan Planning Organization and the affected Port of Miami, Miami Dade County Aviation Department, South Florida Regional Transportation Authority, Miami Dade County Expressway Authority and public transit providers represented by Metropolitan Planning Organization members, the Miami-Dade Metropolitan Planning Organization and the affected agency or authority shall mutually develop a process for planning coordination, forwarding recommendations, and project programming consistency to be referred to as the "letter agreement". The parties to this Agreement agree that the Miami Dade Metropolitan Planning Organization shall include in the Transportation Improvement Program those state-funded airport and seaport projects that directly relate to surface transportation activities when considering airport and seaport projects. The process agreed to in the letter agreement shall provide flexible deadlines for inter-agency comment on affected plans referenced in this section. Upon approval, the letter agreement shall be appended to this Agreement and shall be an exhibit hereto. The signatories to the letter agreement may revise or terminate the Agreement upon 30 days written notice to all other parties to this Agreement without approval of other parties hereto.

ARTICLE 4 INTERGOVERNMENTAL COORDINATION AND REVIEW

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

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

(1) The parties hereto recognize that, pursuant to Florida law, the Long-Range Transportation Plan and the Transportation Improvement Program of the Miami-Dade Metropolitan Planning Organization must be considered by cities and counties within the Metropolitan Area in the preparation, amendment, and update/revision of their comprehensive plans. Further, the Long-Range Transportation Plan and the projects and project phases within the Transportation Improvement Program are to be consistent with the future land use element and goals, objectives, and policies of the comprehensive plans of local governments in the Metropolitan Area to the maximum extent feasible. Therefore, promptly upon completion of its review of the draft proposal, the Regional Planning Council shall advise the Metropolitan Planning Organization and each affected county or city of its findings;

(2) If, after completing its review of the draft proposal, the South Florida Regional Planning Council deems that the plans and programs submitted are not acceptable, the Regional Planning Council shall

promptly advise the Miami-Dade Metropolitan Planning Organization in writing of its concerns and identify those portions of the submittals which need to be reevaluated and potentially modified; and

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

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

ARTICLE 5 CONFLICT AND DISPUTE RESOLUTION PROCESS

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

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

for the Florida Department of Transportation: Director of Transportation Development

for the Miami-Dade Metropolitan Planning Organization: Director

for the South Florida Regional Planning Council: Executive Director

for the Miami Dade County Expressway Authority: Director

for the Port of Miami: Seaport Director

for the Miami Dade County Aviation Department: Director

for the Miami Dade Transit: Director

for the South Florida Regional Transportation Authority: Executive Director

Section 5.03. Resolution by senior agency official. If the conflict remains unresolved, the conflict shall be resolved by the highest-ranking appointed or elected official of the following organizations:

for the Florida Department of Transportation: District Secretary

for the Miami-Dade Metropolitan Planning Organization: Chair, Governing Board

for the South Florida Regional Planning Council: Chair

for the Miami Dade County: Chair, Board of County Commissioners

for the Miami Dade County Expressway Authority: Chair

for the South Florida Regional Transportation Authority: Chair, Governing Board

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

Section 5.05. Resolution under Chapter 164, Florida Statutes. If the parties cannot reach a resolution through Sections 5.02, 5.03, or 5.04, any party may, to the extent permitted by Chapter 164, Florida Statutes, endeavor to initiate a resolution of the conflict under the Governmental Disputes resolution provisions provided in Chapter 164, Florida Statutes.

ARTICLE 6 MISCELLANEOUS PROVISION

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

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

Section 6.03. Duration; withdrawal procedure.

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

(b) Withdrawal procedure. Any party may withdrawal from this Agreement after presenting in written form a notice of intent to withdrawal to the other parties to this Agreement and the MPO, 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.

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

FLORIDA DEPARTMENT OF TRANSPORTATION
Attention: Director of Transportation Development
1000 NW 111th Avenue
Miami, Florida 33172

MIAMI-DADE METROPOLITAN PLANNING ORGANIZATION

Attention: MPO Director
111NW 1st Street, Suite 920
Miami, Florida 33128

SOUTH FLORIDA REGIONAL PLANNING COUNCIL

Attention: Executive Director
3440 Hollywood Boulevard, Suite 140
Hollywood, Florida 33021

MIAMI-DADE COUNTY

Attention: Office of the Chair, Board of County Commissioners
111 NW 1st Street, Suite 220
Miami, Florida 33128

MIAMI DADE EXPRESSWAY AUTHORITY

Attention: Executive Director
3790 NW 21st Street
Miami, Florida 33142

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

Attention: Executive Director
800 N.W. 33rd Street
Pompano Beach, Florida 33064

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

Section 6.05. Interpretation.

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

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

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

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

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

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

Section 6.08. Effective date. This Agreement shall become effective upon its execution by all parties hereto.

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

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

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

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

(Signatures on following pages)

Signed, Sealed, and Delivered in the presence of:

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

FLORIDA DEPARTMENT OF
TRANSPORTATION

By: [Signature]
Name: Gu's PEGO
Title: DISTRICT SECRETARY

Attest:
[Signature]
Name: Margaret Higgins
Title: Executive Secretary

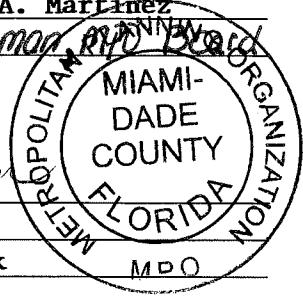
Witnesses:
[Signature]
Name: Aileen Bouele

Name: _____
Legal Review - FDOT,
By: [Signature] Carleen C. Ferreira, Esq.

MIAMI-DADE METROPOLITAN PLANNING
ORGANIZATION

By: [Signature]
Name: Joe A. Martinez
Title: Chairman, MPO Board

Attest:
[Signature]
Name: Zainab Salim
Title: MPO Board Clerk

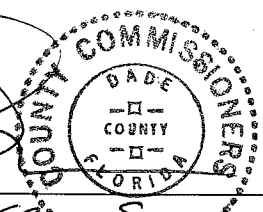


Witnesses:
[Signature]
Name: _____
Approved as to form
and Legal Sufficiency
Assistant County Attorney
Name: _____
Date: 2/10/12

MIAMI-DADE COUNTY

By: [Signature]
Name: Joe A. Martinez
Title: Chairman, Board of County Commissioners

Attest:
[Signature]
Harvey Ruvin
Clerk of the Board
By: [Signature]
Deputy Clerk Gene Spencer
2/22/12



Witnesses:
[Signature]
Name: _____
Approved as to form
and Legal Sufficiency
Assistant County Attorney
[Signature]
Name: _____
Date: 1/19/12

SOUTH FLORIDA REGIONAL PLANNING
COUNCIL

By: _____
Name: _____
Title: _____

Attest:
Name: _____
Title: _____

Witnesses:
Name: _____
Name: _____

Signed, Sealed, and Delivered in the presence of:

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

FLORIDA DEPARTMENT OF
TRANSPORTATION

By: _____
Name: _____
Title: _____

Attest:

Name: _____
Title: _____

Witnesses:

Name: _____

Name: _____

MIAMI-DADE METROPOLITAN PLANNING
ORGANIZATION

By: _____
Name: Joe A. Martinez
Title: Chairman, MPO Board

Attest:
Zainab Salim
Name: Zainab Salim
Title: MPO Board Clerk

Witnesses:

Approved as to form
and Legal Sufficiency
Name: _____
Assistant County Attorney
Name: _____
2/22/12
Date

MIAMI-DADE COUNTY

By: _____
Name: Joe A. Martinez
Title: Chairman, Board of County Commissioners

Attest:
Harvey Ruvin
Clerk of the Board
By: _____
Deputy Clerk Gen. Sauer
2/22/12

Witnesses:
Approved as to form
and Legal Sufficiency
Name: _____
Assistant County Attorney
1/19/12
Name: _____
Date

SOUTH FLORIDA REGIONAL PLANNING
COUNCIL

By: _____
Name: James F. Murley
Title: Interim Executive Director

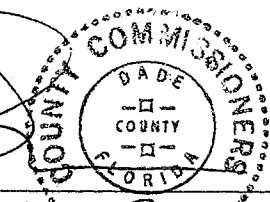
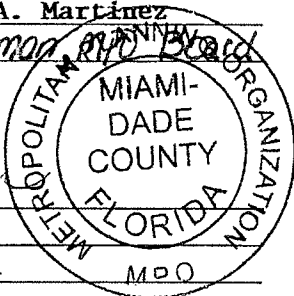
Attest:

Name: _____
Title: _____

Witnesses:

Name: _____

Name: _____



Signed, Sealed, and Delivered in the presence of:

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

FLORIDA DEPARTMENT OF
TRANSPORTATION

MIAMI-DADE COUNTY

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Attest:

Attest:

Name: _____
Title: _____

Harvey Ruvin
Clerk of the Board
By: _____
Deputy Clerk

Witnesses:

Witnesses:

Name: _____

Name: _____

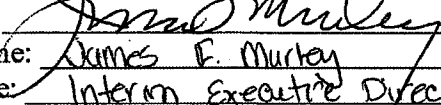
Name: _____

Name: _____

MIAMI-DADE METROPOLITAN PLANNING
ORGANIZATION

SOUTH FLORIDA REGIONAL PLANNING
COUNCIL

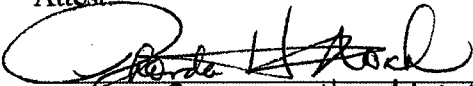
By: _____
Name: _____
Title: _____

By:  9-29-11
Name: James F. Murley
Title: Interim Executive Director

Attest:

Attest:

Name: _____
Title: _____

 9-29-11
Name: Rhonda H. Noah
Title: Director of Operations

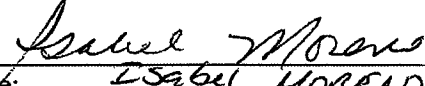
Witnesses:

Witnesses:

Name: _____

 9-29-11
Name: KATHE LERCH

Name: _____

 9-29-11
Name: Isabel MORENO

**SOUTH FLORIDA REGIONAL
TRANSPORTATION AUTHORITY**

By: *Joseph Giullietti*
Name: JOSEPH GIULIETTI
Title: EXECUTIVE DIRECTOR

Attest:

Sandra K. Thompson
Name: SANDRA K. THOMPSON
Title: EXECUTIVE Administrative Coord.

Witnesses:

Dianelys Hdz. Del Calvo
Name: *Dianelys Hdz. Del Calvo*
Mary Jane Lear
Name: *Mary Jane Lear*

**MIAMI-DADE COUNTY EXPRESSWAY
AUTHORITY**

By: _____
Name: _____
Title: _____

Attest:

Name: _____
Title: _____

Witnesses:

Name: _____

Name: _____

SOUTH FLORIDA REGIONAL
TRANSPORTATION AUTHORITY

By: _____
Name: _____
Title: _____

Attest:

Name: _____
Title: _____

Witnesses:

Name: _____

Name: _____

MIAMI-DADE COUNTY EXPRESSWAY
AUTHORITY

By: *Javier Rodriguez*
Name: JAVIER RODRIGUEZ
Title: EXECUTIVE DIRECTOR

Attest:

M. L. Navia
Name: M. L. NAVIA
Title: Board Secretary

Witnesses:

Pamela S. Leshe
Name: Pamela S. Leshe
Theresa Carlie
Name: Theresa Carlie

