

**MEMORANDUM OF AGREEMENT REGARDING THE ADMINISTRATION OF  
FEDERAL TRANSIT ADMINISTRATION 5307 FUNDS  
FOR THE PENSACOLA, FLORIDA-ALABAMA URBANIZED AREA**

This Agreement is made and entered by and between Escambia County, a political subdivision of the State of Florida, acting through its Board of County Commissioners (hereinafter "Escambia County"), Baldwin County, a political subdivision of the State of Alabama, acting by and through the Baldwin County Commission (hereinafter referred to as "Baldwin County"), and the City of Orange Beach (hereinafter referred to as "Orange Beach").

**WITNESSETH:**

**WHEREAS**, Escambia County is the direct recipient and manager of all Federal Transit Administration (FTA) 5307 funds for the Pensacola, Florida-Alabama Urbanized Area (hereafter "Pensacola UZA"); and

**WHEREAS**, the Pensacola UZA includes the City of Orange Beach and portions of Baldwin County, Alabama; and

**WHEREAS**, Escambia County Area Transit (hereafter "ECAT"), a fixed-route public transportation service provided by Escambia County, does not provide public transit service in Baldwin County; and

**WHEREAS**, the Fixing America's Surface Transportation (FAST) Act (Pub. L. No. 114-94) (hereafter "FAST Act") apportions the Pensacola UZA 5307 funds between the Pensacola UZA in Florida and the Pensacola UZA in Alabama.

**NOW, THEREFORE**, Baldwin County, Escambia County, and Orange Beach, hereby acknowledge and agree as follows:

1. The recitals contained in the Preamble of this Agreement are declared to be true and correct and are incorporated into this Agreement.
2. Escambia County, by and through ECAT, will continue to receive and manage the Pensacola UZA's entire apportionment of 5307 funds, and will keep an accounting of those 5307 funds specifically apportioned by FAST Act to the Pensacola UZA in Alabama.
3. Baldwin County will submit project(s) to ECAT for programming 5307 funds and to the Florida-Alabama Transportation Planning Organization (TPO) for inclusion in the TPO's Transportation Improvement Program (TIP). Baldwin County will invoice ECAT to receive reimbursement for project costs from Baldwin County's portion of the 5307 funds.
4. Subject to all applicable laws, rules, and regulations, this Agreement shall become effective upon the same date as its full execution and shall continue from the date of full execution for a term of three (3) years so long as Escambia County is the direct recipient and manager of the FTA 5307 funds for the Pensacola UZA which are apportioned or appropriated for use in the Urbanized Area in Alabama.

5. The parties agree that any state or federal court action or other proceeding relating to this Agreement shall be instituted and prosecuted in the County of Escambia, Florida.

**IN WITNESS WHEREOF**, this Agreement has been duly executed by the parties subscribed below:

**Escambia County, Florida, Board of County Commissioners**

\_\_\_\_\_  
Chairperson: Robert Bender

\_\_\_\_\_  
Date

STATE OF FLORIDA     )  
COUNTY OF ESCAMBIA   )

I, \_\_\_\_\_, a Notary Public in and for said County, in said State, hereby certify that Robert Bender, as Chairperson of the Escambia County, Florida, Board of County Commissioners, and whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this date that, being informed of the contents of said instrument, he executed the same voluntarily for and as an act of the Escambia County, Florida, Board of County Commissioners.

Given under my hand and official seal, this the \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**Baldwin County Commission**

\_\_\_\_\_  
Chairperson: Joe Davis III

\_\_\_\_\_  
Date

Attest:

\_\_\_\_\_  
County Administrator: Wayne Dyess

STATE OF ALABAMA     )  
COUNTY OF BALDWIN    )

I, \_\_\_\_\_, a Notary Public in and for said County, in said State, hereby certify that Joe Davis III, as Chairperson of the Baldwin County Commission, and whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this date that, being informed of the contents of said instrument, he executed the same voluntarily for and as an act of the Baldwin County Commission.

Given under my hand and official seal, this the \_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_


  
\_\_\_\_\_  
Mayor: Tony Kennon

5/13/2021  
\_\_\_\_\_  
Date

STATE OF ALABAMA     )  
COUNTY OF BALDWIN    )

I, Holly Oliver Bryant, a Notary Public in and for said County, in said State, hereby certify that Tony Kennon, as Mayor of the City of Orange Beach, and whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this date that, being informed of the contents of said instrument, he executed the same voluntarily for and as an act of the City of Orange Beach.

Given under my hand and official seal, this the 13<sup>th</sup> day of May, 2021.

  
\_\_\_\_\_  
Notary Public  
My Commission Expires: May 7, 2024