

STAFF SERVICES AGREEMENT

THIS STAFF SERVICES AGREEMENT is made and entered into this 7th day of May, 2019 between the Ocala/Marion County Transportation Planning Organization, created and operating pursuant to Section 339.175, Florida Statutes (hereinafter called the "TPO"), and the Marion County Board of County Commissioners, a political subdivision of the State of Florida (hereinafter called the "COUNTY").

WITNESSETH:

WHEREAS, 23 U.S.C. 134 and Section 339.175, Florida Statutes provides for the designation of a metropolitan planning organization for each urbanized area of the state; and

WHEREAS, pursuant to Section 339.175(4), F.S., the Governor, by letter dated the 13th day of February 2014, approved the apportionment and boundary plan submitted by the TPO; and

WHEREAS, the TPO, pursuant to the power conferred upon it by Section 339.175(6)(g), Florida Statutes, and Section 5.02(b) of the Interlocal Agreement between Marion County, the City of Ocala, the City of Belleview, the City of Dunnellon, and the Florida Department of Transportation (FDOT), dated May 18, 2004, as amended, may enter into agreements with local agencies to utilize the staff resources of such agencies or for the performance of certain services by such agencies; and

WHEREAS, pursuant to Section 339.175(2)(b), Florida Statutes, the TPO is an independent governmental entity separate and distinct from the COUNTY; and

WHEREAS, the TPO is desirous of obtaining certain services from the COUNTY to assist the TPO staff in managing the continuing, cooperative and comprehensive transportation planning process as mandated by State and Federal law; and

WHEREAS, it is deemed by the parties to be appropriate and necessary that the duties and obligation of the TPO and the COUNTY in relation to the staffing of the TPO be defined and fixed by formal agreement.

NOW, THEREFORE, in consideration the mutual covenants, premises, and representations herein, the parties agree as follows:

1. **Purpose.** For the reasons recited in the preamble, which are hereby adopted as part thereof, this agreement is to provide for professional services to carry out the term of the Intergovernmental Coordination and Review and Public Transportation Coordination Joint Participation Agreement, dated September 19, 2017 between the TPO and the FDOT and to provide personnel for the administration of the TPO.
2. **Scope of Services.** The COUNTY shall furnish the TPO with the staff necessary for professional, technical, administrative, and clerical services, office and other space, and other incidental items as may be required and necessary to manage the business and affairs of the TPO and to carry on the transportation planning and programming process specified by the Transportation Planning Joint Participation Agreement; provided, the performance of such services shall be limited to those specified and allocated in the annual Unified Planning Work Program (UPWP) budget and all approved budgets and management reports under Federal or State grant contracts with the TPO. The TPO shall be responsible for all direct and indirect costs of services provided by the COUNTY. Such costs shall be determined on an annual basis through cost allocation methodology or direct billing subject to FDOT approval. The UPWP shall be prepared by the TPO Staff in cooperation

with all related State and Federal agencies and TPO committees in accordance with the rules and regulations governing the TPO and shall be subject to the approval of the TPO before submittal to State or Federal Agencies.

3. **TPO Director.** The TPO Director shall be selected by the TPO Governing Board. Pursuant to Section 339.715(6)(g) Florida Statutes, the TPO Director shall report directly to the TPO Governing Board for all matters relating to the administration and operation of the TPO. **The County Administrator shall serve as a resource to assist the TPO Director in the execution of the TPO's operations and priorities.** The TPO Director shall be responsible for the development of an appropriate organizational structure to carry out the responsibilities set forth in the Agreement, development of procedures to monitor and coordinate the planning process, and the overall administration of TPO programs. Addition of new personnel shall be subject to approval of the TPO Governing Board. The TPO chairman and his/her designee shall be responsible for the annual performance evaluation of the TPO Director using the standard COUNTY performance evaluation process.
4. **Commitment of Personnel.** The TPO Director shall, biannually, prepare a detailed listing of all tasks necessary and incident to carrying out the planning process. The TPO staff shall, at a minimum, have the following duties and functions:
 - 4.1 Carrying out the tasks as defined in the annual UPWP and ensuring the continued certification of the TPO;
 - 4.2 Coordinating the activities of the various structures established by the Interlocal Agreement heretofore mentioned;
 - 4.3 Preparing resolutions and other appropriate documents;
 - 4.4 Scheduling meetings, giving notice, keeping minutes;
 - 4.5 Coordinating and monitoring the activities of various supporting offices;
 - 4.6 Preparing an annual report;
 - 4.7 Preparing such interim reports as may be required;
 - 4.8 Developing and implementing operating procedures of a secretarial and administrative nature as are necessary and proper in order to affect the most efficient implementation of said program;
 - 4.9 Directing the implementation of policies established by the TPO Governing Board; and
 - 4.10 Performing other duties as may be assigned by the TPO Governing Board.
5. **Legal Representation.** The TPO shall utilize the services of the COUNTY's attorney as needed. The TPO may employ special legal counsel for specific needs when it is deemed necessary.
6. **Annual Budget.** The UPWP shall serve as the biannual budget for the TPO. The UPWP shall identify funding sources, participating agencies and the level of participation by the various agencies.

7. **Financial Administration.**

- 7.1 The records and accounts of the TPO including receipts, expenditures and deposits shall be administered by the COUNTY in accordance with accounts and accounting procedures developed by the COUNTY for the TPO.
- 7.2 Contracts and bids for the purchase of materials and services shall be in accordance with COUNTY procedures for the same purposes. The TPO Governing Board shall review and approve all Requests for Proposals (RFP) and subsequent contracts.
- 7.3 Each year, the TPO Governing Board shall establish per diem rates as part of the annual UPWP process.
- 7.4 The TPO shall be responsible for establishing job descriptions and pay grades for TPO positions. Each pay grade will define a minimum, mid-point and a maximum for the position. The TPO Director shall be responsible for determining the salary for new hires in accordance with the rules and procedures established in the COUNTY's Employee Handbook.

8. **Training.** Pursuant to Section 339. 175(6)(h) Florida Statutes, the TPO shall provide training opportunities and training funds for local elected officials and others who serve on the TPO Governing Board. These training opportunities may be conducted by the TPO or through statewide and federal training programs and initiatives that are specifically designed to meet the needs of TPO Governing Board members.

9. **Travel.** All travel by TPO personnel shall be approved by the TPO Director. All travel by the TPO Director shall be approved by the TPO Governing Board. Travel by the TPO Board members shall be approved by the TPO Governing Board. All travel expenses shall be paid consistent with the provisions of Section 112.061, Florida Statutes. The TPO shall pay all Class "C" travel expenses, as defined in Section 112.061, in accordance with the policies established in the UPWP. The COUNTY shall have no function or responsibility with respect to the approval of travel of any TPO staff or Governing Board members.

10. **Reimbursement to Marion County.** The TPO hereby agrees that it shall reimburse the COUNTY for all services rendered under this Agreement as specified in the UPWP budget and all approved budgets under Federal or State grant contracts with the TPO and in accordance with the procedures established pursuant to paragraph 6 of this Agreement. The determination of eligible costs shall be performed in accordance with 23 CFR Section 420, Federal Management Circular (FMC) 74-4, as appropriate.

11. **Local Share.** The COUNTY will provide cash for the required match for Federal funds from the Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA) that is part of the TPO operation.

12. **Invoices and Progress Reports.** The TPO shall provide to the FDOT or appropriate Federal agencies quarterly progress reports and an invoice for reimbursement for all Federal grants with FHWA and FTA. The progress reports and invoices shall be in sufficient detail for audit purposes.

13. **Payment.** Payment to the COUNTY of any and all monies by the TPO is contingent upon the TPO first receiving the funds for the work tasks from the FDOT, FHWA, or FTA.

14. **Information and Reports.** The TPO will provide all required information and reports and will permit access to its books, records, accounts, and other sources of information, and its facilities as may be determined by FDOT, FHWA, or FTA to be pertinent to ascertain compliance with such regulations, orders and instructions. Where any information required of the TPO is in the exclusive possession of another who fails or refuses to furnish this information, the TPO shall certify to FDOT, FHWA, or FTA as appropriate, and shall set forth what efforts it has made to obtain the information.
15. **Amendment of Agreement.** The COUNTY and the TPO may, upon initiation of either party, amend this Agreement to cure any ambiguity, defect, omission or to grant any additional powers, or to confer additional duties which are consistent with the intent and purpose of this Agreement subject to formal approval by resolution of each party.
16. **Effective Date and Term.** This Agreement shall become effective on July 1, 2019 upon approval by the TPO Governing Board and the Marion County Board of County Commissioners and remain in effect until September 20, 2023. Prior to the expiration of this Agreement, the terms and conditions shall be reviewed by the Ocala / Marion County TPO to discuss amendment or renewal.
17. **Termination.** Either party may terminate this Agreement by providing written notice of intent to terminate to the other party at least ninety (90) days prior to the then current fiscal year and two (2) weeks prior to its governing council or commission's vote on the issue; provided, that financial commitments made prior to termination are effective and binding for their full term and amount regardless of termination. The effective date of any termination shall be the end of the then current fiscal year, unless both parties agree to an alternative date of termination.
18. **Transfer or Disposition of Property.** In the event of transfer of staff services as provided herein to another entity or agency, all property acquired pursuant to this Interlocal Agreement will transfer to the newly designated administrative agency.

IN WITNESS WHEREOF, the undersigned parties have caused this Staff Services Agreement to be duly executed in their behalf this 17th day of May, 2019.

MARION COUNTY BOARD OF
COUNTY COMMISSIONERS

By: Michelle Stone
Michelle Stone, Chairman

OCALA / MARION COUNTY
TRANSPORTATION PLANNING
ORGANIZATION

By: Valerie Porter-Hanchar
Valerie Porter-Hanchar, TPO Chair

ATTEST:

David R. Ellspermann
David R. Ellspermann,
Marion County Clerk of the
Circuit Court

ATTEST:

Robert B. B.
TPO Director

Approved as to form and legality

Matthew G. Minter
Matthew G. Minter, County Attorney