

RESOLUTION NO. R-85-1747

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, APPROVING AGREEMENT FOR STAFF SERVICES BETWEEN THE METROPOLITAN PLANNING ORGANIZATION OF PALM BEACH COUNTY AND PALM BEACH COUNTY

WHEREAS, the Metropolitan Planning Organization of Palm Beach County (MPO) is required by federal regulation and state statutes to fulfill certain transportation planning functions to obtain federal and state funds; and

WHEREAS, the MPO requires adequate staff to perform the tasks required to fulfill these functions; and

WHEREAS, the MPO and the County deem it appropriate for the MPO to continue to utilize the County staff presently performing these tasks.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, that the Agreement for Staff Services between the Metropolitan Planning Organization of Palm Beach County and Palm Beach County, attached hereto and made a part hereof, is hereby approved and the Chairman and the Clerk of the Board are hereby authorized to execute the Agreement.

The foregoing resolution was offered by Commissioner Wilken who moved its adoption. The motion was seconded by Commissioner Marcus and upon being put to a vote, the vote was as follows:

KEN ADAMS	- AYE
KAREN T. MARCUS	- AYE
KEN SPILLIAS	- AYE
JERRY L. OWENS	- AYE
DOROTHY H. WILKEN	- AYE

The Chairman thereupon declared the resolution duly passed and adopted this 22nd day of October, 1985.

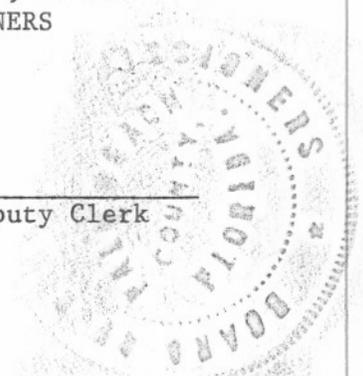
APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

PALM BEACH COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS

John B. Dunkle, Clerk

By Maureen Cullen
County Attorney

By ST JS
Deputy Clerk



AGREEMENT

Between

METROPOLITAN PLANNING ORGANIZATION OF PALM BEACH COUNTY

and

the PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

for

STAFF SERVICES

THIS AGREEMENT made and entered into by and between West Palm Beach Urban Study Area METROPOLITAN PLANNING ORGANIZATION, hereinafter called the "MPO", and the BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, hereinafter called the "COUNTY".

W I T N E S S E T H:

WHEREAS, the MPO, pursuant to the authority conferred upon it by section 4.03 of the Interlocal Agreement establishing the Metropolitan Planning Organization of Palm Beach County effective December 21, 1979, may enter into contracts with local or state agencies to utilize the staff resources of such agencies and for the performance of certain services by such agencies, and

WHEREAS, pursuant to the aforesaid Interlocal Agreement and the companion Urban Transportation Planning Agreement between the MPO and the Florida Department of Transportation dated the 21 day of October, 1981, it is contemplated that the County will perform a substantial portion of the tasks necessary to carry out the Transportation Planning and Programming Process mandated by the Federal Regulations as a condition precedent to the receipt of Federal Funds for the planning, construction or operation of Transportation Programs and Projects, and

WHEREAS, it is deemed by the parties to be appropriate and necessary that the duties and obligations of the County in providing Staff Services to the MPO be defined and fixed by formal agreement;

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NOW THEREFORE,

IN CONSIDERATION of the mutual covenants, promises and representations herein, the parties agree as follows:

1.00 PURPOSE

For the reasons recited in the preamble, which are hereby adopted as part hereof, this agreement is to provide for professional services to carry out the terms of the Interlocal Agreement establishing the MPO and the Urban Transportation Planning Agreement between the MPO and the Florida Department of Transportation and to provide personnel for the administration function of the MPO.

2.00 DEFINITIONS

- .01 COUNTY: shall mean "BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY."
- .02 FDOT: shall mean the "FLORIDA DEPARTMENT OF TRANSPORTATION."
- .03 FHWA: shall mean the "UNITED STATES FEDERAL HIGHWAY ADMINISTRATION."
- .04 MPO: shall mean the "METROPOLITAN PLANNING ORGANIZATION OF PALM BEACH COUNTY" designated by the Governor.
- .05 UPWP: shall mean the annual Unified Planning Work Program.
- .06 UMTA: shall mean the Urban Mass Transportation Administration.

3.00 SCOPE OF SERVICES

The COUNTY shall furnish the MPO with the professional, technical, administrative, and clerical services through the assignment of appropriate staff the supplies, the equipment, the office and other space, and such other incidental items as may be required and necessary to manage the business and affairs of the MPO and to carry on the Transportation Planning and Programming Process specified by the Urban Transportation Planning Agreement between the MPO and FDOT dated the 21st day of October, 1981; provided, it is understood and agreed that unless otherwise

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provided for, the performance of such services and functions shall be limited to those specified and allocated to the COUNTY in the UPWP budget and all approved budgets under Federal or State grant contracts with the MPO.

3.01 COMMITMENT OF PERSONNEL:

The COUNTY shall annually have prepared by the Executive Director assigned to the MPO, a detailed listing of all tasks necessary and incidental to carrying out the planning process, the man-hours required to carry out such tasks, and the required skills or qualifications of the personnel assigned to MPO duties. The staff shall have the following duties and functions: coordinating the activities of the various structures established by the Interlocal Agreement heretofore mentioned; preparing the agendas of the MPO, Technical Advisory and Citizens Involvement Committees; preparing resolutions and other appropriate documents; scheduling meetings giving notice, keeping minutes; coordinating and monitoring the activities of the various sub-structures; preparing such interim reports as may be required; developing and implementing operating procedures of a secretarial nature as are necessary and proper in order to effect the most efficient implementation of said program; directing the implementation said program; of directing the implementation of policies established by the MPO, and performing such other duties as may be assigned by the MPO.

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3.02 ANNUAL BUDGET

The MPO shall have prepared an Annual Budget on October 1 to September 30 fiscal year basis. The Budget shall identify funding sources, participating agencies and the level of participation

of the various agencies.

4.00 FINANCIAL ADMINISTRATION

- .01 The records and accounts of the MPO shall be administered by the COUNTY in accordance with accounts and accounting procedures which have been and are currently in effect.
- .02 Contracts and bids for the purchase of materials and services shall be in accordance with COUNTY procedures and practices currently in effect.
- .03 Purchasing of materials, supplies, equipment and services shall be through the COUNTY Purchasing Division in accordance with procedures and practices currently in effect.
- .04 Disbursement of money shall only be made in accordance with procedures which shall be developed by the COUNTY for the MPO.
- .05 Deposit of Funds. All monies received by the MPO shall be deposited with the COUNTY in a trust account and applied only in accordance with the provision of the procedures established pursuant to Section 4.04 of this Agreement.

5.00 REIMBURSEMENT OF COUNTY

The MPO hereby agrees that it shall reimburse the COUNTY for all services rendered under this Agreement as specified in the annual UPWP Budget, based upon the actual hours of professional staff time required, plus the amount necessary to cover the incidental charges.

The COUNTY will submit quarterly billings to the MPO for the requested reimbursement and the MPO will in turn submit these billings to the FDOT and UMTA. Upon receipt of the money, the MPO will assign these reimbursement monies to the COUNTY, to be credited as income to the County Budget.

6.00 CONSULTANTS AND OTHERS

.01 It is agreed by the parties that nothing in this Agreement shall limit or preclude the prerogative of the MPO to enter into contracts for other professional consultant services to perform such tasks as the MPO may deem appropriate.

It is also agreed that the MPO may contract with other existing agencies to perform certain specialized tasks and portions of tasks as set forth in the UPWP.

.02 Legal Advisors

The County Attorney or his designee shall be legal counsel for the MPO provided that the MPO shall have the right to have private counsel when it deems necessary.

7.00 TRANSITORY PROVISION

.01 Modifications to the UPWP

Any modifications to the annual UPWP, which affects the services to be provided by the County, shall be coordinated with the County, prior to submittal to the appropriate Federal and State agencies.

8.00 FEDERAL ASSURANCES

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.01 Subcontracting

The COUNTY shall perform or shall subcontract with other public agencies, the work as set forth in the annual UPWP, excluding specialized services. Specialized services are those items not ordinarily furnished in support of the urban transportation planning process. Specialized services and subcontract work should be itemized in the Unified Planning Work Program to the extent that they are determinable, and approved in the process

of approval of the Work Program.

.02 Supplemental Agreements

It is understood and agreed that in order to permit Federal participation, no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the approval of the U.S. Department of Transportation, anything to the contrary in this Agreement notwithstanding.

.03 Third Party Contracts

Except as otherwise authorized in writing by the FDOT and FHWA, the COUNTY shall not execute any contract or obligate itself in any other manner with any third party with respect to the Project without the prior written concurrence of the FDOT and FHWA. Subletting of consultant contracts and contracts with other public agencies shall be in accordance with the requirements of Paragraph 6B(5) of Volume 4, Chapter 1, Section 2, Subsection 2, of the Federal-Aid Program Manual.

.04 Termination or Suspension

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.041 Termination or Suspension Generally. If the COUNTY abandons or, before completion, finally discontinues the Project, or if for any reason, the commencement, prosecution, or timely completion of the Project by the COUNTY is rendered improbable, unfeasible, impossible, or illegal, the MPO may by written notice to the COUNTY, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected; or the MPO may terminate any or all of its obligations under this Agreement. If the contract is terminated, the MPO shall pay the COUNTY for all work satisfactorily performed under the contract.

.042 Action Subsequent to Notice of Termination or Suspension. Upon

receipt of any final termination notice under this Section, the COUNTY shall proceed promptly to carry out the actions required therein which may include any or all of the following;

- (1) necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other actions as may be required or desirable to keep to the minimum the costs upon the basis of which the financing is to be computed;
- (2) furnish a statement of the status of the Project activities and of the Project Account as well as a proposed schedule, plan, and budget for terminating or suspending and closing out Project activities and contracts, and other undertakings the costs of which are otherwise includable as Project costs; and
- (3) remit to the MPO such portion of the financing and any advance payment previously received as is determined by the MPO to be due under the provisions of the Agreement. The closing out shall be carried out in conformity with the latest schedule, plan, and budget as approved by the MPO or upon the basis of terms and conditions imposed by the MPO upon the failure of the COUNTY to furnish the schedule, plan, and budget within a reasonable time. The acceptance of a remittance by the COUNTY or the closing out of Federal financial participation in the Project shall not constitute a waiver of any claim which the MPO may otherwise have arising out of this Agreement.

.05 Audit and Inspection

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The COUNTY shall permit, and shall require its contractors to permit FHWA and FDOT authorized representative to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records and to audit the books, records and accounts of the COUNTY, pertaining to the development of the Project. Records of costs incurred under

terms of this Agreement shall be maintained and made available upon request to the FDOT or FHWA at all times during the period of a specific Unified Work Program and for three years after final payment is made on a specific Unified Work Program. Copies of these documents and records shall be furnished to Florida Department of Transportation or FHWA upon request.

.06 Equipment

Where Federal funds are to be used to provide part of all of the cost of equipment, such expenditures must have the prior written approval of the FDOT and the FHWA, and must be in accordance with the requirements of Volume 1, Chapter 11, Section 2(2) of FHWA's Highway Planning Program Manual and Paragraph 6(b)(9) of Volume 4, Chapter 1, Section 2, Subsection 2 of the Federal-Aid Highway Program Manual.

.07 Publication, Rental of Space or Equipment and Indirect Costs

This Agreement is subject to all applicable requirements of Volume 4, Chapter 1, Section 2, Subsection 2 of the Federal-Aid Highway Program Manual and Volume 1, Chapter II of the Highway Planning Program Manual, relative to approval of travel, report publication provisions, rental of space or equipment and indirect costs. All reports published by the MPO or COUNTY which were funded wholly or in part by Section 112 funds shall contain the credit "prepared in cooperation with the Department of Transportation, Federal Highway Administration."

.08 Nondiscrimination

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.081 Compliance with Regulations. The COUNTY shall comply with the regulations of the Federal Department of Transportation relative to nondiscrimination in federally-assisted programs of the Federal Department of Transportation (Title 49, Code of Federal Regulations, part 21, hereinafter referred to as the Regulations), which

are herein incorporated by reference and made a part of the contract.

- .082 Nondiscrimination. The COUNTY, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, color, religion, sex or national origin in selection and retention of subcontractors including procurements of material and leases of equipment. The COUNTY will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers the program set forth in Appendix B of the Regulations.
- .083 Equipment. In all solicitations made by the COUNTY for work to be performed under subcontractor; including procurements of materials and leases of equipment, each potential subcontractor, supplier or lessor shall be notified by the COUNTY of obligations under this contract and the regulations relative to nondiscrimination on the grounds of race, color, religion, sex or national origin.
- .084 Information and Reports. The COUNTY will provide all information and reports required by the Regulations, or orders and instructions issued pursuant hereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by FDOT or FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the COUNTY is in the exclusive possession of another who fails or refuses to furnish this information, the COUNTY shall certify to the FDOT or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- .085 Sanctions for Noncompliance. In the event of the COUNTY's noncompliance with the nondiscrimination provisions of this contract, the FDOT shall impose such contract sanctions as it or FHWA may

thereafter shall have any interest, direct or indirect,
in this contract or the proceeds thereof."

This provision shall not be applicable to any agreement between the COUNTY and its fiscal depositories, or to any agreement for utility services the rates for which are fixed or controlled by a Governmental agency.

9.00 MISCELLANEOUS PROVISIONS

- .01 How Contract Affected by Provisions Being Held Invalid. If any provision of the Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.
- .02 Execution of Agreement. This Agreement shall remain in effect until terminated by the parties to the Agreement. Any party may withdraw from said Agreement after presenting, in written form, a notice of intent to withdraw, to the other parties, at least sixty (60) days prior to the intended date of withdrawal, provided financial commitments made prior to withdrawal are effective and binding for their full terms and amounts regardless of withdrawal.
- .03 Amendment of Agreement. The COUNTY and the MPO 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.
- .04 Confirmation of Agreement. The Agreement shall be reviewed annually by the MPO to confirm the validity of the contents and to recommend the type of amendments, if any, that are required.
- .05 Agreement Format. All words used herein in the singular shall

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determine to be appropriate, including but not limited to, withholding of payments to the COUNTY under the contract until the COUNTY complies; and/or cancellation, termination or suspension of the contract, in whole or in part.

.086 Incorporation of Provisions. The COUNTY will include the provisions of Paragraph .081 through .085 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The COUNTY will take such action with respect to any subcontract or procurement as the FDOT or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event the COUNTY becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such directions, the COUNTY may request the State to enter into such litigation to protect the interests of the State, and, in addition, may request the United States to enter into such litigation to protect the interests of the United States.

.09 Training

The use of Section 112 funds for training of employees of the COUNTY shall be in accordance with the requirements of Paragraph 2b(4) of Volume 1, Chapter II of the Highway Planning Program Manual.

.10 Prohibited Interests

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The COUNTY shall insert in all contracts entered into in connection with the Project or any property included or planning to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provisions:

"No member, officer, or employee of the COUNTY or of the locality during his tenure or for one year

extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

- .06 The Agreement shall become effective on October 1, 1985.
- .07 The Staff Services Agreement is subject to provisions contained in the Joint Participation Agreement (JPA) between the MPO and the FDOT.

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be duly executed in their behalf on the respective dates indicated.

ATTEST:

Ryan Whitfield

METROPOLITAN PLANNING ORGANIZATION FOR THE WEST PALM BEACH URBAN STUDY AREA

BY *R. K. Kubi*
Chairman of MPO

ATTEST:

19th day of September, 1985

PALM BEACH COUNTY, FLORIDA,
BY ITS BOARD OF COUNTY COMMISSIONERS

BY *[Signature]*

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

22nd day of October, 1985

Maureen Cullen
County Attorney

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JOHN B. DUNKLE, CLERK
Board of County Commissioners
By *[Signature]*
DEPUTY CLERK

