

## TPO STAFF SERVICES AGREEMENT

THIS TPO STAFF SERVICES AGREEMENT is made by and between the Polk Transportation Planning Organization (TPO) and Polk County, a Political Subdivision of the State of Florida (COUNTY).

### WITNESSETH:

WHEREAS, the TPO, pursuant to the power conferred upon it by Section 339.175, Florida Statutes, and Article 5 of the Interlocal Agreement for Creation of the Polk Transportation Planning Organization (INTERLOCAL AGREEMENT) by and between the Florida Department of Transportation (FDOT), Polk County (COUNTY), City of Auburndale, City of Bartow, City of Davenport, Town of Dundee, City of Eagle Lake, City of Fort Meade, City of Frostproof, City of Haines City, City of Lake Alfred, Town of Lake Hamilton, City of Lakeland, City of Lake Wales, City of Mulberry, Town of Polk City, and the City of Winter Haven, dated August 11, 2004 may employ personnel and/or enter into agreements, with local and/or State agencies to utilize the staff resources of such agencies or for the performance of certain services by such agencies as necessary to fulfill its responsibilities and obligations as required by law; and

WHEREAS, pursuant to the aforesaid INTERLOCAL AGREEMENT executed between the listed parties, it is contemplated that County personnel will perform the substantial portion of each task provided for in 23 Code of Federal Regulations (CFR) Part 450 and Chapter 339.175 Florida Statutes as necessary to carry out the continuing, cooperative and comprehensive transportation planning process mandated by Federal regulations as a condition precedent to the receipt of Federal capital or operating assistance in the urbanized area; and

WHEREAS, the COUNTY has, at the request of the TPO, provided staff and staff resources to the TPO since its inception for the purpose of carrying out the comprehensive transportation planning process mandated by state and Federal law; and

WHEREAS, it is deemed by the parties to be appropriate and necessary that the duties and obligations of the COUNTY, in relation to its role of providing staff to the TPO, be defined and fixed by formal agreement.

NOW, THEREFORE, in consideration of the mutual covenants, premises, 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 and any other agreement to which the TPO is a party, and to provide staff services and support for the administration of the TPO.

### 2.00 Scope of Services

It is agreed by the COUNTY that it shall furnish the TPO with the staff necessary for professional, technical, administrative, and clerical services, equipment, 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 INTERLOCAL AGREEMENT and any other agreement to which the TPO is a party; provided, it is understood and agreed that, unless otherwise provided for, the performance of such service and functions shall be limited to those specified and allocated to the COUNTY 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 authorizes the TPO Director to secure FDOT approval for amendment of UPWP tasks, which change their dollar value by an amount less than or equal to \$25,000, and which do not change their scope or the total approved funds for the UPWP. Any amendment of the UPWP greater than \$25,000 shall require the approval of the TPO.

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.

## 2.01 TPO Director

The TPO Director shall be responsible to the TPO Board for the conduct of the transportation planning process as detailed in the annual UPWP as well as the appointment, assignment, direction, and control of all personnel necessary thereto; the development of an appropriate organizational structure to carry out the responsibilities set forth in the AGREEMENT; and the development of procedures to monitor and coordinate the planning process, as well as the overall administration of TPO programs.

As part of the annual preparation of the UPWP, the TPO Director shall prepare a TPO Staff Organization Chart for the review and approval of the TPO Board. This staff organization shall include the designation of an agency clerk. The addition of new personnel shall be subject to approval of the TPO.

## 2.02 Commitment of Personnel

The TPO Director shall annually have prepared 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:

- a. Carry out the tasks as defined in the annual UPWP and ensure the continued certification of the TPO;
- b. Coordinating the activities of the various structures established by the INTERLOCAL AGREEMENT heretofore mentioned;
- c. Preparing the agendas and public notification for meetings of the TPO Technical Advisory and Citizens Advisory Committees, the Local Coordinating Board for the Transportation Disadvantaged and any other committees under the TPO's control;

- d. Preparing resolutions and other appropriate documents;
- e. Scheduling meetings, giving notice, keeping minutes;
- f. Coordinating and monitoring the activities of the various supporting offices;
- g. Preparing an annual report;
- h. Preparing such interim reports as may be required;
- i. Developing and implementing operating procedures of a secretarial and administrative nature as are necessary and proper in order to effect the most efficient implementation of said program;
- j. Directing the implementation of policies established by the TPO; and
- k. Performing other duties as may be assigned by the TPO.

#### 2.03 Legal Representation for the TPO

An attorney from the Polk County Attorney's Office shall assigned by the County Attorney to provide legal services to the TPO.

#### 2.04 Annual Budget

The UPWP shall serve as the annual budget for the TPO. The UPWP shall identify funding sources, participating agencies and the level of participation by the various agencies.

#### 2.05 Financial Administration

- a. The records and accounts of the TPO including receipts, expenditures and deposits shall be administered by the COUNTY in accordance with its ordinary procedures.
- b. Contracts and bids for the purchase of materials and services shall be in accordance with COUNTY procedures for the same purposes. The TPO shall review and approve all Requests for Proposals (RFP) and subsequent contracts. Contracts and bids for the purchase of materials and services using federal and state funds allocated to the TPO and identified in the UPWP will be in accordance with COUNTY procedures.
- c. Through the adoption of this Agreement, the TPO adopts the United States Department of Transportation's goals regarding the procurement of services from firms registered as Disadvantaged Business Enterprises (DBE).

#### 3.00 Reimbursement to the 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 2.05 of this Agreement. The determination of eligible costs shall be in accordance with 23 CFR Section 420, as appropriate.

### 3.01 Local Share

The TPO will provide cash or in-kind services for the required match for Federal funds from the Federal Highway Administration (FHWA) and the Federal Transit Association (FTA) where appropriate. These funds may also be derived from financial contributions made by the TPO's member local governments.

### 3.02 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 and State grants received through the Florida Commission for the Transportation Disadvantaged (CTD). The progress reports and invoices shall be in sufficient detail for audit purposes.

### 3.03 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, FTA or CTD.

### 3.04 Travel Expenses

Reimbursement from Federal and State funds for travel expenses incurred by TPO staff and Board members for the TPO business shall be at the per diem rates used by the respective local governments. The difference between the FDOT and locally accepted per diem rate shall be derived from local contributions to the TPO, constituting the PL funding match.

### 4.00 Information and Reports

The COUNTY 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 COUNTY is in the exclusive possession of another who fails or refuses to furnish this information, the COUNTY shall certify to FDOT, FHWA, or FTA as appropriate, and shall set forth what efforts it has made to obtain the information.

### 5.00 Continuity of Operations Plan (COOP)

The TPO shall adhere to the Continuity of Operations Plan (COOP) adopted by the TPO Board on June 10, 2004, and as amended periodically.

6.00 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.

7.0 Effective Date.

This Agreement shall be effective when the last of the parties hereto have approved and executed the Agreement.

8.0 Term.

This Agreement shall remain in effect for an initial period of three years and may be renewed in writing for subsequent three-year terms upon the mutual agreement of the parties hereto. Prior to the expiration of the initial three year term, the TPO and the COUNTY shall review the Agreement to determine if amendments or changes are necessary to insure compliance with requirements of state law, FDOT, FHWA, or FTA and any such amendments or changes shall be incorporated in the renewal Agreement. Thereafter, the Agreement shall be reviewed every three years and renewed for subsequent three year terms upon the mutual written consent of the parties hereto.

IN WITNESS WHEREOF, the undersigned parties have caused this Staff Services Agreement to be duly executed in their behalf this 6<sup>th</sup> day of August, 2008.

COUNTY OF POLK

POLK  
TRANSPORTATION PLANNING  
ORGANIZATION (TPO)

By: Sam Johnson  
Commissioner Sam Johnson, Chair  
Board of County Commissioners

By: Sam Johnson  
Commissioner Sam Johnson, Chair  
Polk TPO Board

ATTEST: Richard M. Weiss, Clerk  
Judith L. Wood  
Deputy Clerk N-9

ATTEST: SZ

Approved as to form and legality  
Judith L. Wood  
Deputy County Attorney

