

**INTERLOCAL AGREEMENT  
BETWEEN  
THE ST. LUCIE TRANSPORTATION PLANNING ORGANIZATION  
AND  
ST. LUCIE COUNTY  
FOR ADMINISTRATIVE SUPPORT SERVICES**

**THIS AGREEMENT** (the "Agreement") is made and entered into this 7th day of October, 2009, by and between the **St. Lucie Transportation Planning Organization**, a metropolitan planning organization (hereinafter the "TPO"), and **St. Lucie County**, a political subdivision of the State of Florida (hereinafter the "County").

**WITNESSETH**

**WHEREAS**, Section 339.175, Florida Statutes, provides for the designation of a metropolitan planning organization for each urbanized area of the State and the creation and operation of such a metropolitan planning organization; and,

**WHEREAS**, the Governor of Florida has designated the TPO as a metropolitan planning organization for the Port St. Lucie Urbanized Area, and the TPO is duly created and operated pursuant to an interlocal agreement, dated September 13, 2006, between the Florida Department of Transportation (hereinafter the "FDOT") and the affected units of general purpose local government within the jurisdictional boundaries of the TPO (hereinafter the "Creation Agreement"); and,

**WHEREAS**, the TPO is a governmental entity separate from the County in accordance with Section 339.175(2)(b), Florida Statutes; and,

**WHEREAS**, the TPO desires to obtain certain administrative support services from the County to assist the TPO staff in managing the continuing, cooperative, and comprehensive transportation planning process mandated by State and federal requirements and is authorized by the Creation Agreement and Sections 339.175(6)(g) and 163.01, Florida Statutes, to contract with the County for such services; and,

**WHEREAS**, the County is a political subdivision of the State of Florida and is given those powers and responsibilities enumerated in Chapter 125, Florida Statutes; and,

**WHEREAS**, the County is empowered to enter into an Interlocal Agreement with the TPO pursuant to Section 163.01, Florida Statutes; and,

**WHEREAS**, certain administrative support services have been provided to the TPO by the County under a Memorandum of Agreement, by and between the TPO and the County, dated December 21, 1982; and,

**WHEREAS**, the Memorandum of Agreement, dated December 21, 1982, is outdated, and the TPO and the County desire to update the Memorandum of Agreement by replacing it with this Agreement;

**NOW, THEREFORE**, in consideration of these promises and mutual covenants contained herein, the parties agree as follows:

**1. GENERAL**

- A. This Agreement is entered into pursuant to Section 163.01, Florida Statutes, Florida Interlocal Cooperation Act. This Agreement embodies the whole understanding of the parties. There are no promises, terms, conditions, or obligations other than those contained therein, and this Agreement shall supersede all previous telecommunications, representations, or agreements, either verbal, or written, between the parties hereto. The above recitals are true and correct.
- B. This Agreement replaces the Memorandum of Agreement, by and between the TPO and the County, dated December 21, 1982, and such Memorandum of Agreement is terminated.
- C. The Executive Director of the TPO (hereinafter "Executive Director") serves under the direction, supervision, and control of the TPO Governing Board (hereinafter "TPO Board"). The Executive Director, with the implied or expressed consent of the TPO Board, employs such personnel as necessary for the TPO to perform adequately its functions as approved by the TPO Board in the TPO's Unified Planning Work Program (hereinafter the "UPWP") and as mandated by federal and State requirements. Such personnel shall serve under the direction, supervision, and control of the Executive Director with the implied or expressed consent of the TPO Board. Pursuant to this Agreement, the Executive Director and such personnel (collectively hereinafter the "Staff") shall receive certain compensation, benefits and administrative support services from the County but shall otherwise function independently of the direction, supervision, and control of the County.

## 2. COUNTY'S RESPONSIBILITIES

The County shall provide the following administrative support services to the TPO:

- A. **Accounting and Financial Management:** The County shall establish for the TPO an account within the budgetary system of the County which includes the enumeration of TPO revenues and expenses. The County shall provide all necessary financial reports for the TPO to prepare invoices for reimbursement as specified in Article 3F of this Agreement. The County shall provide financial management of federal, State and local funds granted to the TPO in accordance with generally-accepted accounting procedures.
- B. **Payment of TPO Expenses:** The County shall pay when due from appropriated County funds all TPO expenses incurred pursuant to this agreement and as necessary for the TPO to perform adequately its functions as specified in the UPWP and mandated by federal and State requirements. The County shall be reimbursed by the TPO for the payment of such expenses in accordance with Article 3F of this Agreement.
- C. **Annual Audit:** The County shall include the TPO in the annual audit performed by the County's Auditor, and the audit and associated reporting shall meet all federal and State requirements. The TPO and the County shall provide to each other and any other third party all information necessary to complete such audit.
- D. **Offices and Support Services:** The County shall provide office space and meeting facilities as necessary for the TPO to perform adequately its functions as specified in the UPWP and mandated by federal and State requirements. The County shall provide support services to the TPO as provided to other County departments and as adapted for the TPO as necessary for the TPO to perform adequately its functions as specified in the UPWP and mandated by federal and State requirements. These support services shall include but not be limited to procurement/purchasing, finance, use of County vendors, human resources, education and training, vehicle use and maintenance, communications, information technology, central stores/services, and office cleaning and maintenance.
- E. **Staff Compensation, Benefits and Retirement:** The County shall provide to Staff compensation determined in accordance with

Article 3C of this Agreement. The County shall provide to Staff, at a minimum, the same benefits and services as specified in the St. Lucie County Employee Handbook and as provided to similarly-classified County employees. The County shall administer the Staff's participation in the Florida Retirement System consistent with similarly-classified County employees.

- F. **Insurance Coverage:** The County shall extend insurance coverage to Staff under the County's insurance program to the same extent as provided to County employees which includes but is not limited to coverage under the County's automobile, general liability, and workers' compensation insurance policies.
- G. **Legal Services:** The County Attorney shall provide legal services to the same extent as provided to the County Board of County Commissioners and County employees. The County Attorney shall not provide legal services in the event of a dispute between the County and the TPO or where the provisions of such services would be in violation of the Rules Regulating the Florida Bar unless, upon consultation regarding the advantages, risks, and implications of dual representation and pursuant to Rule 4-1.7(b) of the Rules Regulating the Florida Bar, the TPO and the County consent to dual representation by the County Attorney.

### 3. TPO'S RESPONSIBILITIES

The TPO shall be responsible for the following:

- A. **UPWP and Work Tasks/Products:** The TPO shall prepare the UPWP in accordance with federal and State requirements. Unless otherwise specified in the UPWP, the TPO shall complete all work tasks and products identified in the UPWP and mandated by federal and State requirements.
- B. **Budget:** For inclusion in the County's budgetary system, the TPO shall prepare annually a budget that is consistent with the UPWP and necessary to perform adequately the functions of the TPO as mandated by federal and State requirements. The budget shall include amounts sufficient to reimburse the County in accordance with Article 3F of this Agreement. The County shall have no authority over the approval of the TPO's budget which shall be approved by the TPO Board.

- C. **Staff Positions and Compensation:** The TPO shall create, classify, and fill Staff positions as necessary for the TPO to perform adequately its functions as specified in the UPWP and mandated by federal and State requirements and shall determine the compensation for such positions. The TPO shall prepare job descriptions and determine the pay grade and salary range for such positions for inclusion in the County Human Resources system. In absence of a TPO-derived job classification, the TPO may utilize an appropriate County job description, pay grade, and salary range to classify a position.
  
- D. **Personnel Policies:** Subsequent to the execution of this Agreement, the TPO will adopt and implement personnel policies for Staff including but not limited to the recruitment, retention, supervision, conduct, disciplinary action, evaluation, compensation, and promotion of Staff. The County shall have no authority regarding the adoption and implementation of these policies. The TPO shall be permitted to participate in personnel-related training courses and programs, including drug testing, offered by the County. In absence of a TPO-derived personnel policy, the TPO may adopt an appropriate personnel policy specified in the St. Lucie County Employee Handbook.
  
- E. **Travel:** All travel by Staff shall be subject to approval by the Executive Director. Approved travel expenses of Staff and eligible travel expenses of the TPO Board shall be paid by the County consistent with the provisions of Section 112.061, Florida Statutes and FDOT policies. The County shall have no authority with respect to the approval of travel by the Staff or TPO Board.
  
- F. **Invoices, Progress Reports, and Reimbursements:** The TPO shall prepare and submit quarterly invoices and progress reports to the appropriate federal, State and local grantors for reimbursement of eligible TPO expenses other than those expenses considered to be the County's responsibility as a share or local match as specified in the UPWP or by federal or State requirements. The TPO shall forward the subsequent reimbursement payments to the County upon receipt from such federal, State and local grantors. The County shall be reimbursed for eligible direct expenses for consultants, equipment, travel, and Staff compensation and benefits in an amount equal to the expense incurred. The County shall be reimbursed for all other expenses incurred in providing support services to the TPO pursuant to this Agreement in an amount equal to an indirect cost calculated in accordance with federal OMB Circular A-87.

**4. DURATION AND TERMINATION**

This Agreement shall become effective as specified in Article 12 of this Agreement. This Agreement shall terminate automatically upon mutual written agreement by the County and the TPO, or either party may terminate the Agreement with 180 days written notice to the other party.

**5. NOTICES**

All notices required or permitted to be given under the terms and provisions of this Agreement by either party to the other shall be in writing and shall be sent by registered or certified mail, return receipt requested, to the parties as follows:

**As to the County:**

St. Lucie County Administrator  
County Administration Annex  
2300 Virginia Avenue  
Fort Pierce, Florida 34982

**With a copy to:**

St. Lucie County Attorney  
County Administration Annex  
2300 Virginia Avenue  
Fort Pierce, Florida 34982

**As to the TPO:**

Board Chairperson  
St. Lucie TPO  
2300 Virginia Avenue  
Fort Pierce, Florida 34982

**With a copy to:**

Executive Director  
St. Lucie TPO  
2300 Virginia Avenue  
Fort Pierce, Florida 34982

Such notices shall be sent by registered or certified mail, return receipt requested, to other addresses as may hereafter be provided by the parties in writing. Such notices by registered or certified mail shall be deemed received on the delivery date indicated by the U.S. Postal Service on the return receipt.

**6. HEADINGS**

Captions and headings in this Agreement are for ease of reference only and do not constitute a part of this Agreement and shall not affect the meaning or interpretation of any provisions herein.

**7. RIGHTS OF OTHERS**

Nothing in this Agreement expressed or implied is intended to confer upon any person other than the parties hereto any rights or remedies under or by reason of this Agreement.

## **8. WAIVER**

There shall be no waiver of any right related to this Agreement unless in writing signed by the party waiving such right. No delay or failure to exercise a right under this Agreement shall impair such right or shall be construed to be a waiver thereof. Any waiver shall be limited to the particular right so waived and shall not be deemed a waiver of the same right at a later time, or of any other right under this Agreement.

## **9. INVALIDITY OF PROVISIONS**

The invalidity of one or more of the phrases, sentences, clauses, or Articles contained in this Agreement shall not affect the validity of the remaining portion of the Agreement, provided that the material purposes of this Agreement can be determined and effectuated.

## **10. WHOLE UNDERSTANDING**

This Agreement embodies the whole understanding of the parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto.

## **11. AMENDMENTS**

This Agreement may only be amended by a written document executed by all parties and filed with the Clerk of the Circuit Court of St. Lucie County, Florida.

## **12. EFFECTIVENESS**

This Agreement shall become effective upon it being filed with the Clerk of the Circuit Court of St. Lucie County, Florida.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly authorized representative(s) on the latest day and year noted as follows.

ATTEST:

ST. LUCIE TRANSPORTATION  
PLANNING ORGANIZATION

\_\_\_\_\_  
Sarah Howard, Secretary

BY: \_\_\_\_\_  
Charles Grande, Board Chairperson

DATE: \_\_\_\_\_

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
ST. LUCIE COUNTY, FLORIDA

\_\_\_\_\_  
Secretary

BY: \_\_\_\_\_  
Paula Lewis, Board Chairperson

DATE: \_\_\_\_\_

APPROVED AS TO FORM AND  
CORRECTNESS:

BY: \_\_\_\_\_  
County Attorney