

**STAFF SERVICES AGREEMENT BETWEEN THE CAPITAL REGION  
TRANSPORTATION PLANNING AGENCY AND THE  
CITY OF TALLAHASSEE**

**THIS MEMORANDUM OF UNDERSTANDING**, hereinafter to be called the STAFF SERVICES AGREEMENT (“Agreement”), made and entered into on the date specified herein, by and between the Capital Region Transportation Planning Agency, the region’s Metropolitan Planning Organization (“CRTPA”) and the City of Tallahassee (“CITY”).

**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 metropolitan planning organizations pursuant to an interlocal agreement entered into pursuant to Section 163.01, Florida Statutes; and

**WHEREAS**, the Governor of Florida has designated the CRTPA as the metropolitan planning organization for all of Leon County, along with urbanized portions of Gadsden and Wakulla Counties; and

**WHEREAS**, the CRTPA is working to achieve approval for the future boundary expansion of the MPO to include all of Leon, Gadsden, Jefferson and Wakulla Counties; and

**WHEREAS**, the CRTPA is duly created and operated pursuant to an Interlocal Agreement between the Florida Department of Transportation, the Counties of Leon, Gadsden and Wakulla, the Cities of Midway, Quincy and Tallahassee, the town of Havana, and the Leon County School Board; and

**WHEREAS**, the CRTPA wishes to manage the continuing, cooperative, and comprehensive transportation planning process mandated by state and federal law and authorized by Section 339.175, Florida Statutes; and

**WHEREAS**, Section 339.175, Florida Statutes specifies that the MPO shall be considered separate from the state or the governing body of the local government that is represented on the governing board of the MPO or that is a signatory to the Interlocal Agreement creating the MPO and shall have such powers and privileges that are provided under Section 163.01 and 339.175, Florida Statutes; and

**WHEREAS**, the CRTPA is a legally independent governmental entity distinct from CITY government and has the authority to contract with the CITY for the provision of certain services; and

**WHEREAS**, the CRTPA wishes to obtain certain administrative support services from the CITY to assist the CRTPA staff in managing the continuing, cooperative and comprehensive transportation planning process mandated by state and federal law and is authorized by Sections 339.175 and 163.01, Florida Statutes, to contract with the CITY for the same; and

**WHEREAS**, the CITY has the authority to enter into said Agreement and to provide the administrative services hereinafter described;

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

**1.0 PURPOSE**

For the reasons recited in the preamble, which are hereby adopted as part hereof, the purpose of this Staff Services Agreement is to provide for the professional services deemed necessary to carry out the terms of the Interlocal Agreement and any other agreement to which the CRTPA is a party and to provide the staff services necessary for the administration of the CRTPA. This Agreement is entered into pursuant to Section 163.01, Florida Statutes, Florida Interlocal Cooperation Act and embodies the whole understanding of the parties.

**2.0 CRTPA STAFF**

The governing board of the CRTPA shall be the policy-making body of CRTPA responsible for cooperative decision-making actions taken by CRTPA. As provided in Section 339.175, Florida Statutes, the CRTPA may employ personnel and/or may enter into contracts with local or state agencies and private planning or engineering firms to utilize the staff resources of local and/or state agencies.

The Executive Director of the CRTPA serves under the direction, supervision and control of the CRTPA governing board. The Executive Director serves as the principal administrator for the day-to-day administration of the CRTPA's operations, supervision of the CRTPA's staff, consultants and contractors, establishment of procedures and operational policies governing the CRTPA's administration and staff, and such other responsibilities as set forth in the CRTPA's bylaws.

The Executive Director, with the consent of the CRTPA governing board, employs such personnel as may be necessary and authorized by the CRTPA governing board to perform adequately the functions of the CRTPA within the CRTPA's budgetary limitations. Pursuant to this Agreement, the CRTPA's staff shall receive certain benefits and administrative support services from the CITY, but shall otherwise function independently of the control, supervision and direction of the CITY.

### 3.0 ADMINISTRATIVE SUPPORT SERVICES

The CRTPA shall operate as an independent legal entity, employ its own staff, and enter into any contracts necessary or convenient for its operations and administration. The CRTPA may enter into agreement with the CITY for office space and administrative support, setting forth the nature, scope and terms of service and method of compensation therefore.

The CITY will provide the following administrative support services to the CRTPA and the CRTPA's staff to assist in managing the continuing, cooperative and comprehensive transportation planning process for the Tallahassee area:

- a. Accounts.** The CITY shall establish a cost center with the budgetary system of the CITY for the CRTPA and provide financial management of federal, state and local monies granted to the CRTPA in accordance with accepted accounting procedures. Notwithstanding the foregoing, the Parties agree that the CRTPA, as a distinct legal entity, shall bear the ultimate responsibility to ensure that all required financial reporting, including the filing of applicable tax returns, has been done, regardless of whether such functions are performed by the CITY's Clerk and Auditor, or privately.
- b. Annual Funding and Audit.** The CITY will include the CRTPA's revenues and expenditures in the CITY's budget, and will pay the CRTPA's expenses from appropriated funds subject to reimbursement at the agreed rate. The CITY will include the CRTPA in the annual audit performed by its Clerk and Auditor. The parties agree to provide to each other and any other third party all information necessary to complete said audit. However, the CRTPA also has the option to outsource for the performance of its annual audit to an auditing firm.
- c. Personnel Expenditures.** Subject to the availability of funds from the CRTPA, the CRTPA's staff shall have the option to receive the same benefits and services as similarly-classified CITY or Leon County ("COUNTY") employees, including health, life, dental, long term disability, wellness program, unemployment compensation benefits and leave accruals. However, the COUNTY shall administer the CRTPA staff's participation in the Florida Retirement System as the CITY maintains a separate retirement system from the FRS. Additionally, the CITY does not provide social security benefits to the CRTPA employees.
- d. Central Services.** The CITY shall provide support services in the same manner as provided to CITY departments such as procurement, vehicle maintenance, communications, central stores and building maintenance, as requested by the CRTPA. However, the CRTPA procurement requirements must also be in compliance with the Federal Highway Administration

(FHWA), the Federal Transit Administration (FTA) and the Florida Department of Transportation (FDOT).

- e. **Insurance Coverage.** Any person who performs services for remuneration and who is actually employed full-time by the CRTPA, while acting within the course and scope of his or her employment, is included in the definition of “employee” only for the purposes of the CITY self-insurance program. As such, the CRTPA personnel are covered for automobile, general liability and worker’s compensation matters to the same extent as CITY employees. Other than for purposes of this paragraph concerning the self-insurance program, however, employees of the CRTPA shall not in any way be designated as, deemed to be, considered or regarded as employees of the CITY.
- f. **Facilities.** The CITY shall provide office space and meeting facilities sufficient to perform adequately the functions of the CRTPA as mandated by federal and state law, with the rental costs of all such facilities to be paid by the CRTPA. Specifically, the CITY shall provide annually 2000 square feet office space to the CRTPA and the CRTPA shall pay the building maintenance expenses based on an indirect costs analysis.

#### 4.0 MPO Duties.

All administrative support of the CRTPA’s functions not delineated in Section 3 of this Agreement shall be provided by the CRTPA staff. Such duties include, but are not limited to:

- a. **Legal Services.** The CRTPA may employ a general counsel, who shall serve under contract and at the pleasure of the Board, providing legal counsel and services to the CRTPA and its Executive Director at the direction of the Board, the Board Chairman and the Executive Director.
- b. **Budget.** The CRTPA shall establish a budget which shall operate on a fiscal year basis consistent with any requirements of the Unified Planning Work Program. The CRTPA shall annually prepare and submit through the CITY’s budgetary system a budget necessary to perform adequately the functions of the CRTPA as mandated by federal and state law. The budget shall be written so as to cover all of the costs to the CITY of all support services provided to the CRTPA pursuant to this Agreement.
- c. **Reimbursement of Fund Advances.** Upon receipt of quarterly spending reports from the CITY, the CRTPA shall calculate and submit bills to the appropriate federal, state and local grantors for program expenditures and forward reimbursement payments to the CITY upon receipt from such federal, state and local grantors. Other than providing basic cost information to the CRTPA, the CITY shall have no authority over the approval of the CRTPA’s budget, which shall instead be approved by the CRTPA’s governing board.

- d. Personnel Policy.** The CRTPA will adopt and implement a personnel policy for the recruitment, retention, supervision, discipline and evaluation the CRTPA employees. The CITY shall have no say regarding the adoption of this policy. While the CRTPA will adopt the CITY's personnel policies for its day-to-day operation, the CRTPA shall as a separate and independent governmental entity structure all its policies to meet its immediate needs and to comply with all state and federal guidelines. The CRTPA shall be permitted to participate in personnel related training courses or programs, including drug testing, offered by the CITY.
- e. Professional Services.** So as to facilitate the CITY's conducting of the purchasing function of the CRTPA, the MPO shall adopt and implement the provisions of Section 287.055, Florida Statutes ("The Consultants' Competitive Negotiation Act"), for the procurement of professional services.

## **5.0 COMPENSATION**

In consideration for the administrative support services to be provided herein by the CITY, the CRTPA shall budget annually a sum sufficient to reimburse the CITY for all costs incurred by the CITY for administrative support, self-insurance, and other indirect costs. Actual cost estimates shall be used with the exception of indirect costs, which cost estimates, shall be calculated in accordance with the Comprehensive Annual Financial report, which is in compliance with the federal OMB Circular A-87.

## **6.0 TRAVEL AND TRAVEL EXPENSES**

All travel by the CRTPA's personnel and governing Board members shall be approved by the CRTPA's Executive Director, and travel expenses shall be paid consistent with the provisions of Section 112.061, Florida Statutes.

## **7.0 DURATION AND WITHDRAWAL PROCEDURE**

This Agreement shall remain in effect until terminated by the parties to the Agreement. This Agreement may be terminated for reason by the CRTPA or the CITY by giving written notice to the other party ninety (90) calendar days prior to such termination provided financial commitments made prior to withdrawal are effective and binding for their full term and amount regardless of withdrawal. If either party is in substantial breach of the Agreement, termination may be made thirty (30) calendar days after written notice.

## **8.0 SEVERABILITY**

If any provision of this 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. In turn, should any section, sentence or clause of this Agreement be deemed unlawful by a Court of competent jurisdiction, no other provision hereof shall be affected and all other provisions of this Agreement shall continue in full force and effect.

**9.0 CONSTITUTIONAL OR STATUTORY DUTIES AND RESPONSIBILITIES OF PARTIES**

This Agreement shall not be construed to authorize the delegation of the constitutional or statutory duties of any of the parties. In addition, this Agreement does not relieve any of the parties of an obligation or responsibility imposed upon them by law, except to the extent of actual and timely performance thereof by one or more of the parties to this Agreement or any legal or administrative entity created or authorized by this Agreement, in which case this performance may be offered in satisfaction of the obligation or responsibility.

**10.0 AMENDMENT OF AGREEMENT**

The CRTPA and the CITY 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. Amendments or modifications of this Agreement may only be made by written agreement signed by all parties here to with the same formalities as the original Agreement. However, no amendment may alter the apportionment or jurisdictional boundaries of the CRTPA without approval by the Governor.

**11.0 CONFIRMATION OF AGREEMENT**

The Agreement shall be reviewed annually by the CRTPA and the CITY to confirm the validity of the contents and to recommend the type of amendments, if any, that are required.

**12.0 NOTICES**

All notices and other communications required hereunder shall be in writing and shall be delivered personally, or by registered or certified mail, return receipt requested, postage prepaid, or by Federal Express, Airborne Express Mail, or other nationally recognized overnight commercial delivery service, fees prepaid for next day delivery. Such notices shall be deemed to have been received (i) upon delivery, if personally delivered; (ii) upon the earlier of actual receipt or the second day after mailing, if mailed by registered or certified United States mail, return receipt requested, postage prepaid; and (iii) upon the earlier of actual receipt or the next business day if sent by Federal Express, Airborne Express, or other nationally recognized overnight commercial delivery service, if fees prepaid

for next day delivery. The addresses for delivery of such notices shall be as follows:

**(a) To:**

Executive Director  
Capital Region Transportation Planning Agency  
Mailing Address:  
City Hall  
300 S. Adams Street A-19  
Tallahassee, FL 32301

Office Location:  
408 N. Adams Street, 4th Floor  
Tallahassee, FL

**With a copy to:**

CRPTA General Counsel  
Mailing Address:  
City Hall  
300 S. Adams Street A-19  
Tallahassee, FL 32301

Office Location:  
408 N. Adams Street, 4th Floor  
Tallahassee, FL

**(b) To:**

Mayor  
City Hall  
300 S. Adams Street  
Tallahassee, Florida 32301

**With a copy to:**

Office of the City Attorney  
City Hall  
300 S. Adams Street  
Tallahassee, Florida 32301

or to such other address as any party hereto shall from time to time designate to the other party by notice in writing as herein provided.

### **13.0 RULES OF CONSTRUCTION**

All words used herein in the singular form shall extend to and include the plural. All 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.

### **14.0 EXECUTION OF AGREEMENT; COUNTERPARTS**

This agreement may be simultaneously executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument. The parties hereby further agree that each party shall execute and deliver all other appropriate supplemental agreements and other instruments, and take any other action necessary to make this Agreement fully and legally effective, binding, and enforceable as between them and as against third parties.

### **15.0 GOOD FAITH**

In order to facilitate the success of the Agreement, the MPO and the CITY shall enter into this Agreement in good faith and with mutual trust.

### **16.0 AUTHORITY**

Each party represents and warrants, with respect to itself, that the execution and delivery of this Agreement has been authorized by all necessary action of each party, and that this Agreement constitutes the legal, valid, and binding agreement of each party, enforceable in accordance with its terms.

### **17.0 GOVERNING LAW; VENUE**

This Agreement shall be construed, interpreted, enforced, and governed in accordance with the laws of the State of Florida. Venue for any action arising out of or related to this Agreement shall be in Leon County, Florida.

### **18.0 BINDING EFFECT**

This Agreement shall be binding upon and shall inure to the benefit of the respective successors, heirs, assigns, representatives, subsidiaries, affiliates, joint venturers, officers, directors, and members of the parties hereto.

## **19.0 NON-WAIVER**

Failure by the CRTPA and the CITY to insist upon the strict performance of any of the terms, conditions, or provisions of this Agreement shall not be deemed to be a waiver of such terms, conditions, and provisions, and the CRTPA and the CITY notwithstanding such failure, shall have the right hereafter to insist upon the strict performance of any or all such terms and conditions of this Agreement as set forth herein.

## **20.0 INTERPRETATIONS; HEADINGS**

All parties hereto acknowledge that they participated in the negotiation and drafting of the terms of this Agreement and acknowledge that no provision shall be strictly construed against one party or the other based solely on draftsmanship. The parties have entered into this Agreement without duress, coercion, or under undue influence of any kind, and are motivated by a desire to avoid the costs and time associated with litigation and to arrive at a fair and reasonable agreement with regard to the parties' dispute. All parties hereto acknowledge that they have been represented by counsel in connection with the negotiation of the terms of this Agreement and that they enter into this Agreement freely and voluntarily, and only after consultation with their respective counsel. All sections and descriptive headings in this Agreement are inserted for convenience only, and shall neither affect the construction or interpretation hereof, nor add or subtract from the meaning of the contents of each section.

## **21.0 ENTIRE AGREEMENT**

This Agreement represents the entire understanding and agreement between the parties with respect to the subject matter hereof. No representations have been made, either express or implied by the parties, other than those expressly set forth in this Agreement.

## **22.0 ENFORCEMENT; REMEDIES**

The parties hereto shall have all equitable and legal remedies available under Florida law to enforce the terms and conditions of this Agreement, and the terms of this Agreement shall be specifically enforceable in Circuit Court. In the event of any dispute hereunder or any action to interpret or enforce this Agreement, any provision hereof, or any matter arising herefrom, the prevailing party shall be paid by the non-prevailing party the reasonable attorneys' fees and costs incurred in enforcing its rights and remedies, whether incurred at the pretrial, trial, or appellate levels.

**23.0 DISCLAIMER OF THIRD PARTY BENEFICIARIES**

This Agreement is solely for the benefit of the formal parties hereto and no right or cause of action shall accrue by reason hereof to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon or give any person or entity any right, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof, other than the parties hereto.

**24.0 EFFECTIVE DATE**

This Agreement shall become effective upon the date of execution by the last of the parties hereto.

IN WITNESS WHEREOF, the undersigned parties have caused this Memorandum of Understanding to be duly executed in their behalf this \_\_\_\_ day of \_\_\_\_\_, 2010.

**CITY OF TALLAHASSEE**

**CAPITAL REGION TRANSPORTATION  
PLANNING AGENCY**

\_\_\_\_\_  
Mayor John Marks  
City of Tallahassee

\_\_\_\_\_  
Board Chairman, Capital Region Transportation  
Planning Agency

\_\_\_\_\_  
Attest

\_\_\_\_\_  
Attest