

## STAFF SERVICES AGREEMENT

THIS STAFF SERVICES AGREEMENT is made and entered into this 21 day of January, 2020 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 13<sup>th</sup> 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 5.00 of the Interlocal Agreement between Marion county, the City of Ocala, the City of Belleview, and 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 with the TPO functions of 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 Staff Services agreement (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.** It is agreed by the COUNTY that it shall support 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, 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 in the TPO's federally approved two-year Unified Planning Work Program (UPWP) budget and all approved budgets and management reports under Federal or State grant contracts with the TPO. The UPWP shall be prepared by the TPO support 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 Governing Board before submittal to State or Federal Agencies.

3. **Cost Allocation.** The TPO shall be responsible for all direct and indirect costs of services provided by the COUNTY. A Cost Allocation Plan will be maintained and updated to identify the costs to the TPO for the use of COUNTY facilities, resources and staff services during each fiscal year. A cost allocation rate will be monitored by the Budget Office of the Clerk of the Circuit Court to specifically reflect the TPO organizational needs and staff size, including occupation of office space at the Marion County Growth Services Building.

4. **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 this Agreement, development of procedures to monitor and coordinate the planning process, as well as 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.

5. **TPO Personnel.** The TPO Director shall be responsible for full oversight and supervision of TPO support staff. Subject to TPO Governing Board approval and within the existing COUNTY's Job Classifications Plan, the TPO Director responsibilities include adding or deleting staff or staff positions, adjusting responsibilities and salaries, and to recommend through the COUNTY HR department when to hire, terminate, discipline or suspend personnel in accordance with the rules and procedures established in the COUNTY's Employee Handbook. TPO support staff, as COUNTY employees, shall abide by the COUNTY's Employee Handbook. When the TPO Governing Board approves TPO personnel changes, all records shall be submitted to the COUNTY for documentation purposes only and no further action shall be necessary by the COUNTY.

5.1 The TPO Director shall be responsible for submitting all the necessary information to establish job descriptions and pay grades within the COUNTY's Job Classification Plan 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 coordinating with Marion County Human Resources to determine the salary for new hires up to 75% of the paygrade range in accordance with the rules and procedures established in the COUNTY's Employee Handbook.

7. **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.

9. **Financial Administration**

9.1 The records and accounts of the TPO including receipts, expenditures and deposits shall be administered by the TPO support staff with final processing of such by the COUNTY. The COUNTY shall include TPO revenues and expenditures in the COUNTY budget, and will authorize the Marion County Clerk of the Circuit Court

without further action by the COUNTY to pay expenses from the appropriated funds subject to reimbursement, subject to meeting all appropriate State and Federal Regulations. .

- 9.2 Contracts and bids for the purchase of materials and services shall be in accordance with COUNTY procedures for the same purposes. The TPO shall follow the County Procurement process for all contracts and bids. The TPO Director and TPO Governing Board shall review and approve all Requests for Proposals (RFP) and subsequent contracts. Subject to meeting all appropriate State and Federal Regulations, when the TPO Governing Board approves a contract or bid, all records shall be submitted to the COUNTY for documentation purposes only and no further action shall be necessary by the COUNTY.

10. **Asset Management.** All equipment and supplies purchased by the TPO with federal funding are the property of the TPO. The TPO will maintain a property inventory per federal regulations [C.F.R.200.313(d)], and update at least once every two years. Any disposition of TPO property with assistance or support by the COUNTY must be approved by the TPO and in accordance with federal regulation outlined in 2 C.F.R.200.313(3).

11. **Training.** Pursuant to Section 339.715(6)(h) Florida Statutes, the TPO shall provide training opportunities and training funds specifically 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 initiative that are specifically designed to meet the needs of TPO Governing Board members.

12. **Travel.** All travel by TPO personnel and Governing Board members shall be approved by the TPO Director. All travel by the TPO Director shall be approved by the TPO 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.

12.1 Each year the TPO Governing Board shall follow the per diem rates outlined in the TPO Travel Policy as part of the annual UPWP process.

13. **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. The determination of eligible costs shall be in accordance with 23 CFR Section 420, Federal Management Circular (FMC) 74-4, as appropriate.

14. **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).

15. **Invoices and Progress Reports.** The TPO shall provide to the FDOT or appropriate Federal agencies 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.

16. **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.

17. **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. The TPO shall adhere to Chapter 119 Florida Statutes regarding public records. 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.

18. **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.

19. **Effective Date and Term.** This Agreement shall become effective on January 28, 2020 upon approval by the TPO and the Marion County Board of County Commission and remain in effect for a period of five years. At that time, the TPO shall review this Agreement to determine if any changes are warranted.

20. **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; 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.

IN WITNESS WHEREOF, the undersigned parties have caused this Staff Services Agreement to be duly executed in their behalf this 21 day of January, 2020.


MARION COUNTY BOARD OF  
COUNTY COMMISSIONERS

By:


  
Kathy Bryant, Chairman

OCALA / MARION COUNTY  
TRANSPORTATION PLANNING  
ORGANIZATION

By:

  
Jeff Gold, TPO Chair

ATTEST:

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

ATTEST:

  
TPO Director

Approved as to form and legality

  
Mathew G. Minter, County Attorney