

## MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT, hereinafter to be called the MPO STAFF SERVICES AGREEMENT (“Agreement”), is made and entered into this 13th day of October, 2014, by and between the **Hillsborough County Metropolitan Planning Organization**, a certified transportation planning agency of the Tampa Bay Transportation Management Area, and the **Hillsborough County City-County Planning Commission**.

### WITNESSETH:

WHEREAS, the MPO, pursuant to the power conferred upon it by Section 339.175(6)(g), Florida Statutes, and Section 5.02 of the *Interlocal Agreement for the Creation of the MPO*, adopted by each of the MPO’s member governments, agencies and authorities, and dated September 4, 2014, 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; and

WHEREAS, it is contemplated that Commission personnel will perform a substantial portion of each task necessary to carry out the transportation planning and programming process mandated by federal regulations as a condition precedent to the receipt of federal funds for the planning, construction, or operation of transportation programs and projects, as described in Section 5.03 of the aforementioned Interlocal Agreement; and

WHEREAS, it is deemed by the parties to be appropriate and necessary that the duties and obligations of the Commission, in relation to its role as a participating agency in the planning process, be defined and fixed by formal agreement;

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 incorporated herein, this Agreement is to provide for professional services to carry out the terms of the Interlocal Agreement and to provide personnel for the administration of the MPO.

#### 2.00 Definitions.

- “Commission” shall mean the Hillsborough County City-County Planning Commission.
- “County” shall mean Hillsborough County, Florida.
- “FDOT” shall mean the Florida Department of Transportation.

- “FHWA” shall mean the Federal Highway Administration.
- “FTA” shall mean Federal Transit Administration.
- “CTD” shall mean the Florida Commission for the Transportation Disadvantaged.
- “Interlocal Agreement” shall mean the Interlocal Agreement for Creation of the MPO.
- “MPO” shall mean the Hillsborough County Metropolitan Planning Organization.
- “MPO Executive Director” shall mean the staff director who reports directly to the MPO Governing Board for all matters regarding the administration and operation of the MPO.
- “MPO Governing Board” shall mean the policymaking body of the MPO, as prescribed by state and federal law.
- “Project” shall mean the continuing, cooperative, and comprehensive transportation planning process for metropolitan Hillsborough County, Florida, including the programming of transportation improvements for such area.
- “Regulations” shall mean Title 49, Code of Federal Regulations, Part 21.
- “UPWP” shall mean the MPO’s Unified Planning Work Program.

### 3.00 Scope of Services.

The Executive Director of the Commission shall furnish the MPO with the professional staff necessary to fulfill the requirements of this Agreement, together with office supplies, furniture and equipment, office and other space, and such incidental items as may be required and necessary to manage the business and affairs of the MPO to carry out the transportation planning and programming process specified by the Interlocal Agreement. Unless otherwise provided for in this Agreement, the performance of such service and functions shall be limited to those specified in the UPWP.

### 3.01 MPO Executive Director.

The MPO Executive Director shall be selected by majority vote of the MPO Governing Board. The Executive Director of the Commission shall assist the MPO Governing Board in any part of the selection process, to the extent requested by the MPO Governing Board. The MPO Executive Director shall serve at the pleasure of the MPO Governing Board. Pursuant to Section 339.175(6)(g), Florida Statutes, the MPO Executive Director shall report directly to the MPO Governing Board for all matters regarding the administration and operation of the MPO. The MPO Executive Director shall be responsible to the MPO Governing Board for the conduct of the transportation planning process as well as the assignment, direction, and control of all

personnel necessary thereto; the development of an appropriate organizational structure to carry out the responsibilities set forth in this Agreement; and the development of procedures to monitor and coordinate the transportation planning process. Although the MPO Executive Director shall report to the MPO Governing Board for all matters regarding the administration and operation of the MPO, the MPO Executive Director will be employed by the Commission for administrative purposes. The MPO Governing Board shall conduct an annual performance review of the MPO Executive Director and provide same to the Commission. In addition, the MPO Executive Director may perform functions for the Commission that are unrelated to MPO administration and operation; pursuant to Section 5.00 of this Agreement, however, the MPO shall only reimburse the Commission for the MPO Executive Director's performance of eligible MPO functions.

### 3.02 Commitment of Personnel.

The MPO Executive Director shall annually prepare a detailed listing of all tasks necessary and incident to carrying out the transportation planning process, budget required to carry out such tasks, and the anticipated work products identified in the UPWP. The staff shall perform duties and functions to coordinate the activities established by the Interlocal Agreement; and perform such other duties as may be assigned by the MPO.

### 3.03 Legal Counsel.

The MPO shall retain legal counsel for advice and guidance in all legal matters as directed by the MPO Governing Board. In addition, the MPO may employ special legal counsel for specific needs.

### 3.04 Unified Planning Work Program.

The MPO Executive Director shall prepare an annual budget as contained in the UPWP for the fiscal year. The budget shall identify funding sources, participating agencies, and the level of participation by the various agencies.

## 4.00 Financial Administration.

### 4.01 Records.

Records and accounts of the MPO shall be administered in accordance with accounts and accounting procedures that shall be developed by the Commission for the MPO.

### 4.02 Purchasing.

Purchasing of materials and services shall be in accordance with Commission procedures for the same purpose. Where federal or state funds are to be used to provide part or all of the cost of equipment, such expenditures must have the prior written

approval of one or more of the following: FDOT, FHWA, FTA, or CTD, whichever are appropriate, and must be in accordance with the requirements specified in the Metropolitan Planning Organization Program Management Handbook maintained by FDOT.

#### 4.03 Rental of Space or Equipment and Indirect Costs.

This Agreement, where federal or state funds are involved, is subject to all applicable requirements specified in the Metropolitan Planning Organization Program Management Handbook maintained by FDOT relative to approval of travel, report publication provisions, rental of space or equipment and indirect costs.

#### 4.04 Audit and Inspection.

The Commission shall permit and shall require its contractors to permit CTD, FHWA, FTA, and the FDOT authorized representatives 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 Commission pertaining to the development of any federally or state funded Project. Records of costs incurred under terms of this Agreement shall be maintained by the Commission and made available upon request to the CTD, FDOT, FTA or FHWA at all times during the period of a specific UPWP and for three years after final payment is made on a specific UPWP. Copies of these documents and records shall be furnished to the CTD, FDOT, FTA or FHWA upon request.

#### 5.00 Reimbursement of Commission.

The MPO hereby agrees that it shall reimburse the Commission for all eligible costs incurred and services rendered under this Agreement as specified in the UPWP and in accordance with the procedures established pursuant to this Agreement. Approval of requests for disbursements should be contingent upon submittal of satisfactory backup and supporting material, including progress reports and technical reports.

#### 5.01 Invoices and Progress Reports.

The Commission shall provide to the FDOT or applicable federal and/or state agencies, quarterly progress reports and an invoice for reimbursement to the MPO for transportation planning expenditures conducted in accordance with the UPWP. The progress reports and invoices shall comply with all audit standards required by the applicable agency.

#### 5.02 Payment.

Payment to the Commission of any and all monies by the MPO is contingent upon the MPO first receiving the funds for the work tasks from the CTD, FDOT, FHWA, or FTA.

## 6.00 Subcontracts.

The Commission shall perform or, with the permission of the MPO, CTD, FDOT, FHWA, FTA, as applicable, subcontract with other public agencies, work in the annual UPWP. Any subcontract work should be itemized in the UPWP to the extent that they are determinable and approved in the process of the work program development.

## 6.01 Third Party Contracts.

The Commission 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 CTD, FDOT, FHWA or FTA, as appropriate. Approval of requests for disbursements from third party agreements should be contingent upon submittal of satisfactory backup and supporting material, including progress reports and technical reports.

## 6.02 Consultant Contracts.

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 provided the control and direction of such consultants shall be under the MPO Executive Director.

## 7.00 Nondiscrimination.

The Commission, with regard to the work performed by it pursuant to this Agreement, shall comply with Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; Age Discrimination Act of 1975; Section 324 of the Federal-Aid Highway Act of 1973; Civil Rights Restoration Act of 1987; and related statutes and Regulations requiring that no person shall, on the basis of race, color, national origin, sex, age, disability/handicap, or income status, be excluded from participation in, be denied the benefits or be otherwise subjected to discrimination or retaliation. The Commission will not participate either directly or indirectly in the discrimination prohibited by the Regulations, including employment practices when the Agreement covers the program governed by the Regulations.

## 7.01 Compliance with Regulations.

The Commission shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the US Department of Transportation which are herein incorporated by reference and made a part of the Agreement.

## 7.02 Solicitations for Subcontracts, Including Procurement of Materials and Equipment.

In all solicitations made by competitive bidding or negotiations made by the

Commission for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor, supplier, or lessor shall be notified by the Commission of obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, religion, sex or national origin.

#### 7.03 Information and Reports.

The Commission will provide all information and reports required by the Regulations, or orders, and instructions issued pursuant thereto, and will permit access to its books, records, accounts and other sources of information and its facilities as may be determined by the CTD, FDOT, FHWA or FTA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Commission is in the exclusive possession of another who fails or refuses to furnish this information, the Commission shall certify to the FDOT, FHWA or FTA as appropriate, and shall set forth what efforts it has made to obtain the information.

#### 7.04 Sanctions for Noncompliance.

In the event of the Commission's noncompliance with the nondiscrimination provisions of this Agreement, the Commission acknowledges that the CTD, FDOT, FHWA or FTA shall impose such sanctions as may be determined to be appropriate, including but not limited to, a withholding of payments to the MPO under the contract until the Commission complies and/or cancellation, termination, or suspension of the contract, in whole or in part.

#### 7.05 Incorporation of Provisions.

The Commission will include the provisions of Subparagraphs 7.01 through 7.04 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Commission will take such action with respect to any subcontract or procurement as the CTD, FDOT, FHWA, or FTA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that in the event the Commission becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Commission may request the State of Florida 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.

#### 8.00 Training.

The use of federal and state funds for training of employees of the Commission shall be in accordance with the requirements as specified in the Metropolitan Planning Organization Program Management Handbook maintained by FDOT.

#### 9.00 Prohibited Interests.

The Commission 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 Commission or of the locality during this tenure or for one year thereafter shall have any interests, direct or indirect, in this contract or the proceeds thereof.”

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

#### 10.00 Execution of Agreement.

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.

#### 11.00 Duration of Agreement and Withdrawal Procedure.

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 90 days prior to the intended date of withdrawal, provided financial commitments made prior to withdrawal are effective and binding until such time as withdrawal from this Agreement.

##### 11.01 Termination or Suspension Generally.

If the Commission abandons or, before completion, finally discontinues the Project; or if for any other reason, the commencement, prosecution, or timely completion of the Project by the Commission is rendered improbable, infeasible, impossible, or illegal, the MPO may, by written notice to the Commission, 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.

##### 11.02 Action Subsequent to Notice of Termination or Suspension.

Upon receipt of any final termination notice under this Section, the Commission 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 cost 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 Commission to furnish the schedule, plan and budget with a reasonable time. The acceptance of a remittance by the Commission or the closing out of federal and/or state financial participation in the Project shall not constitute a waiver of any claim which the MPO may otherwise have arising out of this Agreement.

12.00 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.

13.00 Amendment of Agreement.

The Commission and the MPO may upon initiation of either party amend his 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. Any amendment to this Agreement shall be made by written agreement signed by all parties hereto in the same manner as the original agreement.

14.00 Agreement Format.

All words used herein in the singular form shall 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.

15.0 Notices.

All notices, demands, and correspondence required or provided for under this agreement shall be in writing and delivered in person or by certified mail, return receipt requested. Notice required to be given shall be addressed as follows:

Hillsborough County City-County  
Planning Commission  
601 E. Kennedy Blvd., 18<sup>th</sup> Floor  
Tampa, FL 33602

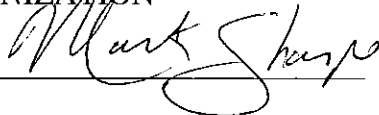
Hillsborough County Metropolitan  
Planning Organization  
601 E. Kennedy Blvd., 18<sup>th</sup> Floor  
Tampa, FL 33602



This Agreement shall become effective on upon execution by all parties hereto.

IN WITNESS WHEREOF, the undersigned parties have caused this Memorandum of Agreement to be duly executed in their behalf on the dates shown below.

HILLSBOROUGH COUNTY  
METROPOLITAN PLANNING  
ORGANIZATION

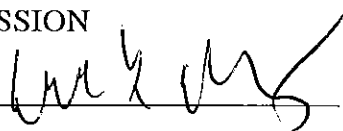
By: 

Print  
Name: Mark Sharpe

Title: Chairman

Date: October 16, 2014

HILLSBOROUGH COUNTY  
CITY-COUNTY PLANNING  
COMMISSION

By: 

Print  
Name: Derek Doughty

Title: Chairman

Date: October 16, 2014