

**AGREEMENT FOR PROFESSIONAL STAFF SERVICES
BY AND BETWEEN THE
WEST FLORIDA REGIONAL PLANNING COUNCIL
AND
OKALOOSA COUNTY, FLORIDA
FOR THE
OKALOOSA TRANSIT COOPERATIVE**

THIS AGREEMENT is entered into this 1st day of March, 2016 by and between the West Florida Regional Planning Council (hereinafter referred to as the Planning Council) and Okaloosa County, Florida (hereinafter referred to as the County).

WITNESSETH:

WHEREAS, the Planning Council, which is organized and exists under and by virtue of the provisions of Section 163.01, Florida Statutes, has the power to make and enter into all contracts and agreements necessary or incidental to the performance of its duties and the execution of its powers under Section 163.01, Florida Statutes;

WHEREAS, the Planning Council has in the past, provided the primary staff and technical support for the transportation planning process for the Fort Walton Beach-Navarre-Wright Urbanized Area, and presently maintains professional staff to perform such administrative and technical support;

WHEREAS, the Federal Government, under authority of Title 23 United States Code Section 134 and Title 49 United States Code Section 5305(d), requires that each urbanized area, as a condition to the receipt of federal capital or operating assistance, have a continuing, cooperative, and comprehensive transportation planning process that results in plans and programs consistent with the comprehensively planned development of the urbanized area; and

WHEREAS, the parties to this Agreement desire to participate cooperatively and on a continuing basis in a coordinated, comprehensive transportation planning process to assure that all modes of transport of people and goods will be properly considered in developing plans to meet the needs of the Fort Walton Beach-Navarre-Wright Urbanized Area;

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representation herein set forth, the parties do hereby agree as follows:

I. PURPOSE

The purpose of the Agreement is to set forth the responsibilities of the Planning Council and the County in performing the professional staff functions relative to the Okaloosa Transit Cooperative, and to describe the procedures under which the services will be carried out. The process is defined as the professional services deemed necessary to carry out the terms of the Agreement.

CONTRACT # C16-2378-GM
WEST FLORIDA REGIONAL PLANNING COUNCIL
INTERLOCAL AGREEMENT FOR PROF STAFF SVS
EXPIRES: 03/01/2018

II. TECHNICAL RESPONSIBILITIES

- A. The Planning Council Staff assigned to the Okaloosa Transit Cooperative will be supervised by and report to the Planning Council's Transportation Planning Manager and will be subject to the same benefits package, policies and procedures of all Planning Council employees.
- B. The Planning Council staff, shall provide professional, technical and administrative assistance to the members of the Okaloosa Transit Cooperative meetings, which shall include, but not be limited to the following:
 - 1. Preparing agendas;
 - 2. Providing minutes; and
 - 3. Advertising meetings

III. ADMINISTRATIVE RESPONSIBILITIES

- A. The Planning Council shall be responsible for providing staff support and coordination for the Okaloosa Transit Cooperative.
- B. The Planning Council shall maintain all files for the Okaloosa Transit Cooperative in compliance with Chapter 119, Florida Statutes. Their files may include the following:
 - 1. All correspondence;
 - 2. All contracts;
 - 3. All meeting minutes;
 - 4. Membership roster and mailing addresses;
 - 5. Bylaws; and
 - 6. All accounting/bookkeeping records.
- C. The Planning Council shall be responsible for arranging all meetings of the Okaloosa Transit Cooperative to include the following:
 - 1. Preparation and emailing of all meeting notices and agendas to all appropriate persons;
 - 2. Recording the proceedings of all meetings, preparing minutes and emailing such minutes out to Okaloosa Transit Cooperative members prior to succeeding meetings; and
 - 3. Emailing out all other information pertinent to the transportation/transit planning process.
- D. At the direction of the County, the Planning Council shall direct and cooperate with any consultants hired by the County.

- E. The Planning Council may subcontract the County and Okaloosa Transit Cooperative work, as required, with the approval of the County.

IV. COST AND PAYMENT

The County shall provide the required funds to meet staffing costs of the Planning Council as documented and referenced below. The Planning Council shall submit invoices to the County for work completed on a monthly basis, which will include a status report of the work performed for the identified month, all hours worked, hourly rates of the workers, travel, and other relevant expenses. If no work is performed for a month, the Planning Council will provide in writing the beginning and ending dates of the month for which no work was performed.

Subject to receipt of an invoice from the Planning Council, the County will pay the Planning Council within thirty (30) days of receiving such invoice from the Planning Council. Annual cost of services is \$64,000 for Year 1 and Year 2.

The Planning Council will contribute \$32,000 per year using Federal Transit Administration (FTA) 5305 funds and the County will be invoiced approx. \$2,666.67 per month for a not to exceed amount of \$32,000 per year. Fees for additional years will be re-negotiated.

Funding	Year 1	Year 2
Planning Council contribution (FTA 5305 funds)	\$32,000	\$32,000
County contribution	\$32,000	\$32,000
Total	\$64,000	\$64,000

V. DURATION OF AGREEMENT AND TERMINATION WITHOUT CAUSE

Subject to all applicable laws, rules, and regulations, this Agreement shall become effective upon the same date as its full execution and shall continue for a term of two (2) years from the date of full execution as long as Okaloosa County is the direct recipient of the Federal Transit Administration (FTA) funds for the Fort Walton Beach-Navarre-Wright Urbanized Area and the Planning Council is the recipient of the FTA 5305 transit planning funds.

This Agreement shall remain in effect until terminated by either or both parties to the Agreement. Either party may withdraw from said Agreement after presenting in written form a notice of intent to withdraw to the other party, at least sixty (60) days prior to the intended date of withdrawal; provided financial obligations continue as to work performed up to and including date of withdrawal and unavoidable expenses after that date.

VI. AMENDMENT OF AGREEMENT

Amendments of this Agreement may be initiated by the County or the Planning Council. Amendments shall be formally approved by the County and the Planning Council in written form and shall be incorporated as part of the Agreement.

VII. STANDARD PROVISIONS

A. Subcontracting

The Planning Council shall perform or shall subcontract the work to be performed hereunder which is budgeted as the County's direct responsibility.

B. Third Party Contracts

Except as otherwise authorized in writing by the Florida Department of Transportation, Federal Highway Administration and/or Federal Transit Administration, the Planning Council 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 Florida Department of Transportation, Federal Highway Administration and/or Federal Transit Administration. Subletting of consultant contracts shall be in accordance with the requirements of the Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes, as amended from time to time.

C. Default and Termination or Suspension.

1. Termination or Suspension Generally. If the Planning Council 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 Planning Council is rendered improbable, infeasible, impossible or illegal, the County may, by written notice to the Planning Council, 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 County may terminate any or all of its obligations under this Agreement.
2. Action Subsequent to Notice of Termination or Suspension. Upon receipt of any final termination notice under this Section, the Planning Council 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 the costs at a minimum; and (2) furnish a statement of the status of the Project activities and of the

Project accounts 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. The closing out shall be carried out in conformity with the latest schedule, plan and budget as approved by the County or upon the basis of terms and conditions imposed by the County upon the failure of the Planning Council to furnish the schedule, plan, and budget within a reasonable time. The acceptance of a remittance by the Planning Council or the closing of Federal financial participation in the Project shall not constitute a waiver of any claim which the County may otherwise have arising out of this Agreement.

D. Audit and Inspection of Records

1. The Planning Council shall maintain records and supporting documents as prescribed in federal and state requirements, including but not limited to Title 23 Code of Federal Regulations Part 420, Title 49 Code of Federal Regulations Part 18, and Chapter 119, Florida Statutes.
2. All records pertinent to the Agreement shall be retained by the Planning Council for six (6) years following termination of this Agreement, with the following exception: If any litigation, claim or audit is started before the expiration of the six (6) year period and extends beyond the six (6) year period, the records will be maintained until all litigation, claims or audit findings involving the records have been resolved.
3. All records, including supporting documentation of all program costs, shall be sufficient to determine compliance with the requirements and objectives of the Project and all other applicable laws and regulations.
4. The Planning Council shall allow access to its records at reasonable times to the County, its employees and agents, to the Federal Highway Administration, its employees and agents, the Federal Transit Administration, its employees and agents, and the Florida Department of Transportation, its employees and agents. "Reasonable" shall be construed to mean during normal business hours of 8:00 a.m. to 5:00 p.m. on Monday through Friday. "Agents" shall include, but not be limited to, auditors retained by the County, the Federal Highway Administration, Federal Transit Administration, and the Florida Department of Transportation.

E. Equipment

Where Federal funds are to be used to provide part or all of the cost of equipment, such expenditures must have prior written approval of the Florida Department of

Transportation, the Federal Highway Administration, and/or Federal Transit Administration and must be in accordance with the requirements of Title 49 Code of Federal Regulations Part 18.

F. Publication, Rental of Space or Equipment and Indirect Costs

This Agreement is subject to all applicable requirements of the United States Office of Management and Budget Circular A-87, Cost Principles for State, Local and Indian Tribal Governments, relative to approval of travel, report publication provisions, rental of space or equipment, and indirect costs. All reports published by the County or Planning Council which were funded wholly or in part by Title 23 United States Code Section 134 or Title 49 United States Code Section 5305 funds shall contain the credit, "The preparation of this report has been financed in part through grants from the Federal Highway Administration and Federal Transit Administration, U.S. Department of Transportation, under the State Planning and Research Program, Section 505 [or Metropolitan Planning Program, Section 104] of Title 23, United States Code. The contents of this report do not necessarily reflect the official views or policy of the U.S. Department of Transportation."

G. Nondiscrimination

1. Compliance with Regulations. The Planning Council shall comply with the regulations of the U.S. Department of Transportation relative to the nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (Title 49 Code of Federal Regulations Part 21, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
2. Nondiscrimination. The Planning Council, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, color, national origin, sex, age, disability, familial status, religious status, marital status, sexual orientation or gender identity in the selection and retention of subcontractors, including procurements of material and leases of equipment. The Planning Council will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers the program set forth in Appendix B of the Regulations.
3. Solicitations for Subcontractors, Including Procurements of Materials and Equipment. In all solicitations made by competitive bidding or negotiation made by the Planning Council 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 Planning Council of obligations under this Agreement and the Regulations

relative to nondiscrimination on the grounds of race, color, national origin, sex, age, disability, familial status, religious status, marital status, sexual orientation or gender identity.

4. Information and Reports. The Planning Council 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, other sources of information and its facilities as may be determined by the Florida Department of Transportation, Federal Highway Administration, and/or Federal Transit Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Planning Council is in the exclusive possession of another who fails or refuses to furnish this information, the Planning Council shall certify to the Florida Department of Transportation, Federal Highway Administration and/or Federal Transit Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions of Noncompliance. In the event of the Planning Council's noncompliance with the nondiscrimination provisions of this Agreement, the County shall impose such sanctions as it may determine to be appropriate, including, but not limited to, withholding of payments to the Planning Council under this Agreement until the Planning Council complies; and/or cancellation, termination or suspension of this Agreement, in whole or in part.
6. Incorporation of Provisions. The Planning Council will include the provisions of Paragraphs 1 through 4 in every subcontract, including procurement of materials and leases of equipment, unless exempt by Regulations, order, or instructions issued pursuant thereto. The Planning Council will take such action with respect to any subcontractor or procurement as the Florida Department of Transportation, Federal Highway Administration and/or Federal Transit Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance, provided, however that, in the event the Planning Council becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Planning Council may request the State 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.

H. Training

The use of Title 23 United States Code Section 134 or Title 49 United States Code Section 5305 funds for training of employees of the Planning Council shall

be in accordance with the requirements of 49 Code of Federal Regulations, Part 18.

I. Prohibited Interests

The Planning Council 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 provision:

"No member, officer or employee of the Planning Council during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof."

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

VIII. LIABILITY

The Planning Council hereby agrees to hold harmless the County, to the extent allowed and required by law, from all claims, demands, liabilities, and suits of third persons or entities not a party to this Agreement arising out of, or due to any act, occurrence or omission of the Planning Council, its subcontractors or agents, if any, that is related to the Planning Council's performance under this Agreement. However, the Planning Council has no obligation to indemnify the County for acts or omissions required or directed by the County.

IX. ASSIGNABILITY

The Planning Council shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation), without the prior consent of the County. However, the preceding sentence does not restrict the Planning Council from entering into subcontracts for the performance of the Planning Council's obligations.

X. REPRESENTATIVES FOR THE PARTIES

In all matters relating to the performance of this Agreement, the Chairperson of the Okaloosa County Board of County Commissioners shall represent and act for the County and the Executive Director of the Planning Council shall represent and act for the Planning Council.

XI. VENUE AND JURISDICTION FOR LITIGATION BETWEEN PARTIES

This Agreement shall be construed according to the laws of the State of Florida. Venue shall be exclusively in Escambia County, Florida for all litigation between the parties and all issues litigated between the parties shall be litigated exclusively in a court of competent jurisdiction of Escambia County, Florida. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, and shall be deemed severable, but shall not invalidate any other provision of the Agreement.

XII. COMPLETE CONTRACT

This Agreement constitutes the entire contract between the parties, and any changes, amendments or modifications hereof shall be void unless the same are reduced to writing and signed by parties hereto.

XIII. EFFECTIVE DATE

This Agreement is effective on the 1st day of March 2016.


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their undersigned officials as duly authorized on the date first above written.

ATTEST:



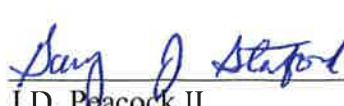
Austin Mount
Executive Director

WEST FLORIDA REGIONAL
PLANNING COUNCIL


 FOR

Thomas Abbott
Chairman


ATTEST:



J.D. Peacock II
Clerk of Court



OKALOOSA COUNTY
BOARD OF COUNTY COMMISSIONERS



Charles K. Windes, Jr.
Chairman

