

June 18, 2018



AGENDA ITEM 7 C

**LEON COUNTY TRANSPORTATION DISADVANTAGED LOCAL COORDINATING BOARD
(TDLCB)**

TYPE OF ITEM: Action

STATEMENT OF ISSUE

In January 2017, the CRTPA approved the transfer of the management of the TD programs for Gadsden, Jefferson and Wakulla counties to the Apalachee Regional Planning Council (ARPC). Since taking over those responsibilities in June 2017, the ARPC has done an outstanding job managing and improving the overall administration of the program for those counties. The original transfer did not include the Leon TD program due to the overall coordination aspects with StarMetro. Since the retirement of the CRTPA planner administering the program in October 2017 and the departure of the part-time person who was going to administer the program in March, it has been difficult to maintain the program with existing staff.

Rather than bring on additional staff, the Executive Director is recommending to have the ARPC manage the day-to-day aspects of the Leon County program as they now do in other counties and have a member of the CRTPA staff oversee the work and ensure close coordination with StarMetro. The ARPC would receive the planning funds allocated to the CRTPA from the TD Commission. Currently, that allocation is approximately \$26,000 per year.

RECOMMENDED ACTION

Option 1: Approve the attached Agreement describing the scope of work, compensation and other items as well as the accompanying resolution (pending legal review).

Option 2: As desired by the Board.

ATTACHMENT

Attachment 1: Agreement

**AGREEMENT BETWEEN THE
CAPITAL REGION TRANSPORTATION PLANNING AGENCY
AND THE
APALACHEE REGIONAL PLANNING COUNCIL**

This **AGREEMENT** is entered into this 18th day of June, 2018, by and between the **Capital Region Transportation Planning Agency**, (“CRTPA”), and the **Apalachee Regional Planning Council**, (ARPC).

WITNESSETH

WHEREAS, the CRTPA in furtherance of its duties desires to engage the ARPC to render Coordination and Administrative services; **and**

WHEREAS, the ARPC possesses the qualifications and expertise to perform the services required by the CRTPA.

NOW THEREFORE, the parties hereto do mutually agree as follows:

ARTICLE 1 – SCOPE OF WORK

The ARPC agrees to assign their Transportation Disadvantaged Coordinator as the Administrator of this agreement and also agrees that they will be the ARPC employee assigned to the completion of the tasks outlined in this administrative agreement with the CRTPA. The Scope of Work to be provided by the ARPC will include, but not be limited to the following:

- Serve as the Coordinator for Transportation Disadvantaged Planning services for the Leon County Service Area, with duties outlined in the Florida Commission for the Transportation Disadvantaged (CTD) Planning Grant Agreement; including but not limited to: coordination of meetings, coordination of the annual public hearing, member notifications, coordination of member appointments, preparing meeting agendas, preparing meeting packets, preparing meeting minutes, annually updating the Transportation Disadvantaged Service Plan (TDSP), annually evaluating the Community Transportation Coordinator (CTC), annually preparing the by-laws, annually preparing the complaint and grievance procedures, completing the Annual Expenditures Report, providing quarterly progress reports, and invoicing the CTD for completed deliverables.
- Provide general administration in coordination with the CRTPA and the Local Coordinating Board.
- Provide Coordination and Administrative support service to the CRTPA Board as needed and requested.

ARTICLE 2 – COMPENSATION

In consideration for services received, the CRTPA agrees to reimburse the ARPC for its services which include direct and indirect costs associated with the Coordination and Administration duties as outlined above for the amount equal to each fiscal year's planning grant allocation as set forth by the Commission for the Transportation Disadvantaged. The ARPC will submit quarterly, itemized, invoices to the CRTPA, to reflect the work completed and billed to the CTD for the services provided under this agreement. The amount fluctuates from year to year but is historically around \$25,000.

ARTICLE 3 – TIME OF COMPLETION

The ARPC coordination and administrative services to the CRTPA will be for the period of May 15, 2018 through June 30, 2022.

ARTICLE 4 – DEFAULT AND TERMINATION

- A. The failure of either party to comply with any provision of this AGREEMENT shall place that party in default. Prior to terminating this AGREEMENT, the non-defaulting party shall notify the defaulting party in writing of said default. The notification shall make specific reference to the provision which gave rise to the default. The defaulting party shall then be entitled to a period of ten (10) days in which to cure the default. The defaulting party shall notify the non-defaulting party of the cure of said default. The non-defaulting party shall have 5 days to determine if the cure of the defaulting party has resolved the notice of default issued by the non-defaulting party. The non-defaulting party shall notify the defaulting party of the decision of the non-defaulting party. Should the non-defaulting party determine that the actions by the non-defaulting party are insufficient to cure, the defaulting party shall have 10 additional days to cure, in the sole discretion of the non-defaulting party. In the event said default is not cured within the initial ten (10) day period or the second 10 day period, the AGREEMENT may be terminated.
- B. The failure of either party to exercise this right shall not be considered a waiver of such right in the event of any further default or noncompliance.
- C. Upon default and termination as provided in this Article, the ARPC shall be reimbursed for all its actual costs incurred in providing services hereunder as costs are defined in Article 2 of this AGREEMENT and all finished or unfinished documents and other materials prepared by the ARPC pursuant to this AGREEMENT shall become the property of the CRTPA.

- D. With 30 days advance notice, either party may choose to voluntarily terminate this AGREEMENT without penalty by formally notifying the other party in writing of its intent.

ARTICLE 5 – GENERAL TERMS AND CONDITIONS

- A. **Assignability.** The ARPC 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 written consent of the CRTPA.

- B. **Representation for the Parties.** Any questions relating to the performance of this AGREEMENT shall be directed to the CRTPA Chairman, or the ARPC Executive Director, as appropriate.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on this 18th day of June, 2018.

BY: _____
Chris Rietow
ARPC Executive Director

BY: _____
Nick Maddox
CRTPA Chairman