

May 18, 2021



AGENDA ITEM 4 B

CRTPA STAFF SERVICES AGREEMENT

TYPE OF ITEM: Consent

STATEMENT OF ISSUE

Staff is seeking approval of the updated Staff Services Agreement with the City of Tallahassee. The proposed changes to the Staff Services Agreement are provided in strikethrough-underline in ***Attachment 1***. The agreement outlines the responsibilities of each party regarding provision of administrative, professional and operational support services.

RECOMMENDED ACTION

Option 1: Approve the updated Staff Services Agreement with the City of Tallahassee.

BACKGROUND

The proposed changes, shown in strikethrough and underline, eliminate references to the City's Cost Allocation Plan. This revision clarifies that the CRTPA is charged a direct rate for services and rent based on the City's Internal Service Fund Expense Allocation Plan. In addition, a reference to the Federal Code of Regulations is updated.

Section 4 and 4.b.

Eliminates the reference to the City's Cost Allocation Plan.

The cost of services for operational support is calculated based on the City's Internal Services Fund Expense Allocation Plan and not on their Cost Allocation Plan.

Section 4.g.1

Revises terms for which the CRTPA is charged for office space and replaces the reference to the City's cost allocation plan with Internal Services Fund Expense Allocation Plan.

Adds a provision that the CRTPA will pay rent to the City at a monthly rate as agreed upon by both parties.

Section 6.0

Removes the reference to the City's indirect rate as the basis for calculating costs and updates the reference for compliance regarding the Code of Federal Regulation (CFR).

The staff services agreement is revised to reflect that charges for services to the CRTPA are calculated at a per unit cost based on the City's Fund Internal Services Fund Expense Allocation Plan. This accurately reflects that the services are based on a direct rate. In addition, the reference to federal OMB Circular A-87 is superseded by the consolidated 2CFR200.

Section 9.0

Removes an outdated Code of Federal Regulation reference.

The staff services agreement is revised to remove an outdated reference.

RECOMMENDED ACTION

Option 1: Approve of the updated Staff Services Agreement with the City of Tallahassee.
(Recommended)

Option 2: CRTPA Board Discretion.

ATTACHMENT

Attachment 1: Updated Staff Services Agreement with the City of Tallahassee in strikethrough and underline copy.

**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”), is 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 (“MPO”) 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 MPO for all of Leon County, along with urbanized portions of Gadsden, Wakulla and Jefferson Counties, the cities of Chattahoochee, Gretna, Midway, Quincy and Tallahassee, the towns of Greensboro and Havana, and the Leon County School Board; and

WHEREAS, the CRTPA as the MPO is duly created and operated pursuant to an Interlocal Agreement between the Florida Department of Transportation, the Counties of Leon, Gadsden, Wakulla and Jefferson, the cities of Chattahoochee, Gretna, Midway, Quincy and Tallahassee, the towns of Greensboro and Havana, and the Leon County School Board; and

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

WHEREAS, pursuant to Section 339.175 (2)(b), Florida Statutes, the CRTPA, as the MPO, is a legally independent governmental entity distinct from the CITY government; and

WHEREAS, pursuant to Section 339.175(6)(g), Florida Statutes, the CRTPA, as the MPO, has the authority to contract with the CITY and other governmental entities for the provision and exchange of certain services; and

WHEREAS, the CRTPA, as the MPO, 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; and

WHEREAS, the provision of such services will mutually benefit the parties hereto and its citizens.

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

1.0 INCORPORATION BY REFERENCE.

The parties agree that the above recitals are a material part of this agreement, are true and correct, and are incorporated herein by reference.

2.0 PURPOSE.

The purpose of this Staff Services Agreement is to define the services to be provided by the CITY to the CRTPA; 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; to determine the compensation to the CITY, if any, 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 Section 339.175, Florida Statutes, and embodies the whole understanding of the parties.

3.0 CRTPA STRUCTURE.

The governing board of the CRTPA shall be the policy-making body of the CRTPA as defined by Section 339.175, Florida Statutes, responsible for cooperative decision-making actions taken by the CRTPA. As provided in Section 339.175, Florida Statutes, the CRTPA may employ personnel and 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. The CITY shall have no management or control over, or responsibility for the CRTPA personnel, employees, staff, or the Executive Director.

As an independent legal entity, the CRTPA shall have the authority to add or delete staff and staff's positions from time to time, adjust salaries and benefits for its staff, and determine when and if to hire, terminate, discipline, layoff, furlough or suspend personnel working for the CRTPA, independent of any input direction or control from the CITY.

The CRTPA shall receive certain CITY employment related benefits as set forth in 4.0 below but shall otherwise not be considered or regarded as agents, employees, or representatives of the CITY and shall operate independently of the control, supervision, and direction of the CITY.

4.0 ADMINISTRATIVE SUPPORT SERVICES.

The CRTPA shall operate as an independent governmental entity from the CITY, employ its own staff, and enter into any contracts necessary or convenient for its operations and administration.

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 CRTPA region. Cost of these services shall be expensed at the rates determined by the CITY's ~~cost allocation~~ Internal Service Fund Expense Allocation Plan for such services unless noted otherwise herein. The methodology used to develop these costs shall be documented and reviewed on an annual basis as part of the budget development of the CRTPA.

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 generally accepted accounting principles ("GAAP"). Notwithstanding the foregoing, the Parties agree that the CRTPA, as a distinct governmental entity, shall bear the ultimate responsibility to ensure that all required financial reporting 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 accounting system and will pay the CRTPA's expenses from appropriated funds subject to reimbursement at the agreed rate. The parties agree to provide to each other and any other third party all information necessary to complete said audit. The CRTPA will outsource for the performance of its annual audit to a qualified auditing firm. ~~The cost of the audit will be separate from the CITY's cost allocation plan.~~

- 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 employees, including but not limited to health, life, dental, long term disability, wellness program, unemployment compensation benefits, retirement system benefits and leave accruals. Additionally, the CITY does not provide social security benefits to the CRTPA employees. The CRTPA understands and agrees that the employee benefits programs which the CITY may offer will change from time to time. If programs are added or removed, the CITY will advise or notify the CRTPA when changes are contemplated and/or implemented at the same time the CITY's employees are advised or notified.

- d) **Human Resources.** The CRTPA may utilize all personnel services offered by the CITY's Human Resources Department or Office. Such personnel services include, but not limited to the recruitment, hiring, screening, background and/or credit examination, and applicable pre-employment physical and drug testing of the CRTPA employees or prospective employees. The CITY shall permit the CRTPA employees, at no cost difference than what is charged to CITY employees, to participate in personnel-related training courses and programs.

- e) **Central Services.** The CITY shall provide support services in the same manner as provided to CITY departments, which include, but are not limited to, human resources, accounting, purchasing, information services, building maintenance, vehicle maintenance, communications, legal, finance, revenue collection, treasury maintenance, vehicle management, retirement administration, payroll, accounting services and equipment, as requested by the CRTPA. The CRTPA procurement requirements must adhere to all Federal and state laws regarding procurement of services. The CRTPA must also be in compliance with the Federal Highway Administration (FHWA), the Federal

Transit Administration (FTA), and the Florida Department of Transportation (FDOT) rules and regulations as applicable.

- f) **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, shall be covered by the CRTPA's insurance for automobile, general liability, and worker's compensation. Such coverage is not provided by the CITY to the CRTPA.

- g) **Facilities.** The CITY shall provide office space and meeting facilities sufficient to adequately support the functions of the CRTPA as mandated by federal and state law. Any charges for the office and meeting space, as well as the location and hours of use of the office and meeting space, shall be covered under the CITY cost allocation plan as agreed to by the CITY and CRTPA.
 - 1. **Office Space.** The City shall provide the CRTPA with office space suitable to conduct the CRTPA's business at a monthly rental cost as agreed upon by the CITY and the CRTPA. ~~The CRTPA shall pay the building maintenance expenses based on the City's cost allocation plan.~~ Once suitable office space has been agreed to between the CRTPA and the CITY, the CITY shall not reassign office space to the CRTPA or change the monthly rental cost without the CRTPA's concurrence. The CRTPA may, ~~in~~ at its sole discretion, utilize non-city space if circumstances warrant.

 - 2. **Meeting Space.** The CITY shall provide suitable meeting space (as reasonably determined by the CRTPA) for the CRTPA to conduct its advisory and governing board meetings. The CRTPA shall coordinate with the CITY to reserve such meeting and conference rooms. The CITY, in consultation with the CRTPA and in accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, shall provide assistance to persons with disabilities needing special accommodations to participate in meetings held on the CITY's property.

5.0 **CRTPA Duties.**

All administrative support services to the CRTPA's not delineated in Section 4 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 (UPWP). The CRTPA shall annually prepare a budget necessary to perform adequately the functions of the CRTPA as mandated by federal and state law. The budget shall be written to cover all of the costs to the CITY for all support services provided to the CRTPA pursuant to this Agreement. The CRTPA's Governing Board shall approve the CRTPA's annual operating budget and UPWP as well as any changes needed. The CITY shall have no authority in reviewing or approving the budget, budget modifications/amendments or the UPWP. It is the responsibility of the CRTPA to ensure that all appropriate Federal and State of Florida budget rules and regulations and any requirements of the FDOT related to the administration of state funds are followed in preparing the annual budget.

The City shall, on an annual basis, provide the CRTPA with the calculations used to determine the various service costs (i.e. financial services, human resources, procurement, etc.) as part of the development of the CRTPA budget.

- 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 within 90 days of the end of the fiscal quarter 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. The CRTPA budget shall be approved exclusively and solely by the CRTPA Board.

- d) **Personnel Policy.** The CRTPA will adopt and implement personnel policies for the recruitment, retention, promotion, supervision, discipline and evaluation of the CRTPA employees. The CITY shall have no supervisory or other authority regarding the adoption of this policy. While the CRTPA may adopt the CITY's personnel policies for its day-to-day operations, 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. Should the CRTPA adopt the CITY's personnel policies, the adoption of the policies shall result in a separate set of policies for the CRTPA's exclusive use. Said adoption of the policies shall not be construed by the parties or any other entity as entitling the CITY to have the ability to regulate or supervise the CRTPA in the areas of adoption. The CRTPA shall be permitted to participate in personnel related training courses or programs, including drug testing, offered by the CITY. All Personnel Policies shall be in compliance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, et seq., as may be amended from time to time.

- e) **Professional Services.** To facilitate the CITY purchasing function of the CRTPA, the CRTPA shall comply with the provisions of Section 287.055, Florida Statutes (“The Consultants’ Competitive Negotiation Act”) and the federal and FDOT procurement requirements for the procurement of professional services. Per federal guidelines, CRTPA procurement activities shall not include requirements for geographic preference.

6.0 COMPENSATION.

In consideration for the administrative support services to be provided herein by the CITY, the CRTPA shall annually budget a sum sufficient to reimburse the CITY for all costs incurred by the CITY for administrative support, self-insurance, and other direct ~~and indirect~~ costs associated with the CRTPA operations. ~~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.~~
2 CFR Code of Federal Regulation 200, as may be amended from time to time.

7.0 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 the CRTPA’s Travel Policy. All travel by the CRTPA’s Executive Director shall be approved by the Chairman of the Governing Board or his designee and travel expenses shall be paid consistent with the provisions of Section 112.061, Florida Statutes. The CITY shall have no function or responsibility with respect to the travel of any CRTPA staff or Governing Board Members.

8.0 DURATION AND TERMINATION PROCEDURE.

a) LENGTH OF AGREEMENT.

This Agreement shall remain in effect for five (5) years or until terminated by the parties in accordance to the terms of this Agreement. Should the parties fail to renew the Agreement within the five (5) year period and neither party is in default under the terms of this agreement, the parties agree that this agreement shall remain in full force and effect on a month to month basis, until and unless it is terminated by the parties or a new agreement replaces this Agreement.

b) TERMINATION FOR CONVENIENCE.

Either party may terminate this agreement for convenience with six (6) months written notice to the other party. The parties agree that a termination for convenience by one party shall not result in any recourse under the provisions of this agreement against the other party. Also, it is agreed that should a cause of action arise from the execution of a termination for convenience, under this section, any such cause of action is waived by the parties.

c) TERMINATION FOR DEFAULT.

If either party is in default of the Agreement, termination may be made thirty (30) calendar days after receipt of the written notice to the defaulting party of the default and the default is not cured. Upon notification of the default, the defaulting party will have thirty days (30) to cure upon receipt of written notice of the default unless a different term is agreed to by the parties. Failure to comply with any of the terms of this Agreement will constitute a default within the meaning of this section. A cure shall be deemed to have met the requirements of this subsection ~~satisfactory when if the defaulting party begins the cure within the 30 day notice period and the party providing notice shall not terminate as long as the defaulting party is continuing the cure in good faith.~~ ~~performed within the terms of this Agreement.~~ The parties agree that neither party may determine that a cure is unsatisfactory if the cure meets the terms of this agreement.

d) RIGHT TO DAMAGES AND OBLIGATIONS AFTER TERMINATION.

The parties agree that neither party waives any of its rights to seek damages of any kind against the other party in the event of substantial breach or default of any of the terms hereunder. After termination, this Agreement shall be of no further continuing effect, and the parties have no obligations to each other hereunder, except the sections in the Agreement noted as surviving termination, those duties and responsibilities to be carried out upon or after termination, and those duties or responsibilities arising on or before the date of termination.

9.0 RECORD KEEPING AND RETENTION.

The CRTPA and the CITY shall prepare and retain all books, papers, records and accounts related to this Agreement in accordance with ~~generally accepted accounting principles~~ ~~rocedures~~ GAAP and with federal requirements, including but not limited to, 23 CFR Part 42 ~~and~~ 2 CFR part 1201, as may be amended from time to time. ~~49 CFR Part 18, and 49 CFR 18.42.~~ All books, papers, records and accounts made in connection with this Agreement are open to inspection and shall be retained by both parties for a period of five (5) years after termination of this Agreement. All books, papers, records and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes, and appropriate records retention

requirements as may be implemented by the State of Florida from time to time. Notwithstanding the foregoing provisions, all books, papers, records and accounts made in connection with this Agreement or otherwise by the CRTPA and the CITY shall not be open to inspection or disclosure pursuant to this Agreement or otherwise when said books, papers, records and accounts are confidential or exempt from open and public records law pursuant to Federal or Florida law.

10.0 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.

11.0 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.

12.0 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 [or as provided by law](#).

13.0 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.

14.0 NOTICES.

All notices and other communications required hereunder shall be in writing and shall be delivered personally, by e-mail 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 ~~fifth~~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:

To:

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

With a copy to:

CRTPA General Counsel
Attn: Thornton Williams
Mailing Address:
Williams Law Group
P. O. Box 10109
Tallahassee, FL 32302

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

With a copy to:
Ms. Cassandra K. Jackson
City Attorney
Office of the City Attorney
City Hall
300 S. Adams Street, Box A-5
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.

15.0 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.

16.0 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.

17.0 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.

18.0 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.

19.0 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.

20.0 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.

21.0 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.

22.0 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.

23.0 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.

24.0 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.

25.0 ATTORNEYS FEES.

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.

26.0 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.

27.0 EFFECTIVE DATE.

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

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IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be duly executed this _____ day of _____, 2021.

CITY OF TALLAHASSEE

**CAPITAL REGION TRANSPORTATION
PLANNING AGENCY**

Mayor John E. Dailey
City of Tallahassee

Jeremy Matlow, Chairman
Capital Region Transportation Planning Agency

Attest:

By: _____
James O. Cooke, IV
City Treasurer-Clerk
Date: _____

Approved as to form:

By: _____
Cassandra K. Jackson
City Attorney