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Charlotte County-Punta Gorda METROPOLITAN PLANNING ORGANIZATION

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Mayor Larry Friedman
Chair

Commissioner Richard Loftus
Vice Chair

Mark L. Gumula
MPO Director

June 16, 2008

Manon Lavoie, Community Liaison
Florida Department of Transportation
1840 61st Street
Sarasota, FL 34246-2233

RE: Charlotte County-Punta Gorda MPO Staff Services Agreement

Dear Ms. Lavoie:

The MPO is pleased to transmit its updated Interlocal Agreement For Administrative Services By and Between Charlotte County and the Charlotte County-Punta Gorda Metropolitan Planning Organization (i.e., staff services agreement). The MPO Board approved the agreement for finalization at its May 12, 2008 Meeting and the Charlotte County Board of County Commissioners (BCC) executed it on June 10, 2008.

As required by Section 339.175, F.S., the staff services agreement formally establishes the relationship between the MPO and Charlotte County, to which the MPO has been attached administratively since the outset. The MPO updated the Agreement in response to the Department's recent request to do so.

Please feel free to contact me if you have any questions concerning this matter. Thank you very much.

Sincerely,

Mark L. Gumula, ACIP
MPO Director

cc: MPO Board Members
Johnny Limbaugh, FDOT
Ben Walker, FDOT
Frank Meares, FDOT
Shakira Crandol, FHWA

MG/bm-b
MPO/08-43

Enclosure

**INTERLOCAL AGREEMENT FOR
ADMINISTRATIVE SERVICES BY AND BETWEEN
CHARLOTTE COUNTY AND THE CHARLOTTE COUNTY – PUNTA GORDA
METROPOLITAN PLANNING ORGANIZATION**

THIS AGREEMENT, made and entered into on the date specified herein, by and between the Charlotte County – Punta Gorda Metropolitan Planning Organization (hereinafter called the "MPO"), and the Board of County Commissioners of Charlotte County, Florida (hereinafter called the "COUNTY").

WITNESSETH

WHEREAS, Section 339.175(1), Florida Statutes, provides for the designation of a metropolitan planning organization 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 MPO as the metropolitan planning organization for the North Port – Punta Gorda Urbanized Area and the MPO is duly created and operated pursuant to an interlocal agreement between the Florida Department of Transportation and the affected units of general purpose local government within the North Port – Punta Gorda Urbanized Area; and

WHEREAS, Section 339.175, Florida Statutes, as amended by Florida House Bill 985, also known as Chapter 2007-196, Sections 6-10, Laws of Florida, specifies that the MPO shall be considered separate from the state or the governing body of the local government that is represented on the governing board of the MPO or that is a signatory to the interlocal agreement creating the MPO and shall have such powers and privileges that are provided under Sections 163.01 and 339.175, Florida Statutes; and

WHEREAS, the MPO is a legally independent governmental entity distinct from Charlotte County government and has the authority to contract with the COUNTY for the provision of certain services; and

WHEREAS, the MPO wishes to obtain certain administrative support services from the COUNTY to assist the MPO staff in managing the continuing, cooperative and comprehensive transportation planning process mandated by state and federal law and is authorized by Sections 163.01 and 339.175, Florida Statutes, to contract with the COUNTY for same; and

WHEREAS, the COUNTY agrees to provide the coverage of its self-insurance program to the MPO and its staff; and

WHEREAS, the COUNTY has authorized the County Attorney to provide legal services and representation to the MPO, consistent with the Rules Regulating the Florida Bar; and

WHEREAS, the COUNTY has the authority to enter into said Agreement and to provide the administrative services hereinafter described;

CERTIFIED TRUE COPY
OF THE ORIGINAL
BARBARA T. SCOTT
CLERK OF THE CIRCUIT COURT
CHARLOTTE COUNTY, FLORIDA

BY: *James H. Bahler*
DEPUTY CLERK

NOW, THEREFORE, it is declared to be the purpose of this Agreement is to define the services to be provided to the MPO by the COUNTY and to provide compensation to the COUNTY for such services and the parties agree as follows:

1. MPO STAFF

The Director of the MPO serves under the direction, supervision and control of the MPO governing board. The Director, with the consent of the MPO governing board, employs such personnel as may be necessary and authorized by the MPO governing board to perform adequately the functions of the MPO within the MPO's budgetary limitations, as set by the MPO governing board. Pursuant to this Agreement, the MPO staff shall receive certain benefits and administrative support services from the COUNTY, but shall otherwise function independently of the control, supervision and direction of the COUNTY.

2. ADMINISTRATIVE SUPPORT SERVICES

The COUNTY will provide the following administrative support services to the MPO and the MPO staff to assist in managing the continuing, cooperative and comprehensive transportation planning process for the North Port – Punta Gorda Urbanized Area:

a. **Accounts** - The COUNTY shall establish a cost center within the budgetary system of the COUNTY for the MPO and provide financial management of federal, state and local monies granted to the MPO in accordance with accepted accounting procedures.

b. **Annual Funding and Audit** - The COUNTY will include MPO revenues and expenditures in the COUNTY's budget, and will pay MPO expenses from appropriated funds subject to reimbursement at the agreed rate. The COUNTY will include the MPO in the annual audit performed by its Clerk and Auditor. The parties agree to provide to each other and any other third party all information necessary to complete said audit.

c. **Personnel Expenditures/Policies** - Subject to the availability of funds from the MPO, the MPO staff shall receive the same benefits and services as similarly-classified COUNTY employees, including health, life, dental, long term disability, wellness program, unemployment compensation benefits, and leave accruals. COUNTY shall also administer the MPO staff's participation in the Florida Retirement System. In addition, the MPO Director may be eligible for participation in the Senior Management Service Class, for the purpose of retirement benefits in the Florida Retirement System, through the COUNTY at the COUNTY's sole discretion. Finally, the MPO will comply with the COUNTY's personnel policies for the recruitment, retention, supervision, discipline and evaluation of the MPO staff, unless, as a legal independent entity, the MPO adopts and implements its own personnel policies pursuant to Section 6. The MPO shall be permitted to participate in personnel-related training courses or programs, including drug testing, offered by the COUNTY.

d. **Central Services** - The COUNTY shall provide support services in the same manner as provided to COUNTY departments such as procurement, vehicle maintenance, communications, central stores and building maintenance, as requested by the MPO.

e. **Insurance Coverage** - To the extent provided by law, the parties shall indemnify, save and hold harmless one another against all suits, actions, claims, demands, liabilities, judgments and costs of any nature whatsoever arising from the services provided pursuant to this Agreement, except those suits, actions, claims, demands, liabilities, judgments and costs caused by the negligence, recklessness or intentional wrongful misconduct of either party. Nothing contained in this section shall be construed to be a waiver by the parties of any protections under sovereign immunity, Section 768.28, Florida Statutes, or any other similar provision of law. Nothing contained herein shall be construed to be consent by parties to be sued by third parties in any matter arising out of this or any other agreement.

f. **Legal Services** - The COUNTY agrees to provide legal services, through the Office of the County Attorney, to the MPO as needed to perform its functions as provided for by law or through other agreements between the parties. Such services do not include advice or representation to MPO staff in their individual capacities. Nor will the County Attorney provide legal services to the MPO in the event of a dispute between the COUNTY and the MPO, or where the provisions of such services would be in violation of the Rules Regulating the Florida Bar. The parties, upon consultation regarding the advantages, risks and implications of dual representation, and pursuant to Rule 4-1.7(b) of the Rules Regulating the Florida Bar, hereby consent to dual representation by the County Attorney.

3. **MPO DUTIES**

All administrative support of the MPO's functions, not delineated in Section 2 of this Agreement, shall be provided by the MPO staff. Such duties include, but are not limited to:

a. **Budget** - The Unified Planning Work Program (UPWP) shall serve as the MPO's annual budget and be the guide for the MPO to annually prepare and submit, through the COUNTY's budgetary system, a budget necessary to perform adequately the functions of the MPO, as mandated by federal and state law. The budget shall be written so as to cover the costs to the COUNTY of support services provided to the MPO pursuant to this Agreement. The COUNTY shall have no authority over the approval of the MPO's budget (UPWP), which shall be approved by the MPO governing board.

b. **Reimbursement of Fund Advances** - The MPO shall calculate and submit bills to the appropriate federal, state and local grantors for program expenditures and forward reimbursement payments to the COUNTY, upon receipt from such federal, state and local grantors.

c. **Professional Services** - So as to facilitate the COUNTY's conducting of the purchasing function for the MPO, the MPO in contracting for professional services shall comply with all applicable state and federal laws for the procurement of professional services including implementing the provisions of Section 287.055, Florida Statutes ("The Consultants' Competitive Negotiation Act").

d. **Facilities** - The COUNTY may provide office space and meeting facilities sufficient to perform adequately the functions of the MPO as mandated by federal and state law. Rental costs of such facilities may be paid by the MPO.

4. COMPENSATION

In consideration for the administrative support services to be provided herein by the COUNTY, the MPO shall budget annually a sum sufficient to reimburse the COUNTY for costs incurred by the COUNTY for administrative support, self-insurance, legal services, and indirect costs. Actual cost estimates shall be used with the exception of indirect costs, which cost estimates shall be calculated in accordance with Federal OMB Circular A87.

5. TRAVEL AND TRAVEL EXPENSES

All travel by MPO personnel and governing Board members shall be approved by the MPO Director, and all travel by the MPO Director shall be approved by the Assistant County Administrator or designee. Travel expenses shall be paid or reimbursed in accordance with Section 112.061, Florida Statutes and the policies of the COUNTY and the Florida Department of Transportation. The rates for reimbursement shall be according to the rates established by County Resolution 2003-157 as adjusted from time to time. Travel forms submitted to the state for reimbursement shall use the rates consistent with the policies of the Florida Department of Transportation.

6. AMENDMENT OF AGREEMENT

The County and the MPO 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 through enactment of an instrument of equal formality.

7. DURATION AND TERMINATION

This Agreement will renew from year to year unless the governing body of one of the parties rescinds or terminates this Agreement prior to October 1 of any year for which this Agreement renews. The parties may rescind or terminate this Agreement by:

- a. Obtaining approval from the governing body of the party wishing to terminate or rescind this Agreement; and
- b. Providing ninety (90) days' written notice to the other party to this Agreement.

8. SEVERABILITY

Should any section, paragraph, 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.

9. EFFECTIVE DATE

This Agreement shall be effective upon approval by the COUNTY and the MPO. A fully executed copy of this Agreement shall be filed with the Clerk of the Circuit Court of Charlotte County, Florida, pursuant to Section 163.01(11), Florida Statutes.

IN WITNESS WHEREOF, the parties have affixed their signatures, effective on the date first written above.

BOARD OF COUNTY COMMISSIONERS OF
CHARLOTTE COUNTY, FLORIDA

ATTEST:
Barbara T. Scott, Clerk of Circuit
Court and Ex-officio Clerk to the
Board of County Commissioners

By: [Signature]
Thomas C. D'Aprile, Chairman

Date: JUNE 10, 2008

By: [Signature]
Deputy Clerk AGRE 2008-023

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: [Signature]
Janette S. Knowlton, County Attorney
LR 2008-0342

CHARLOTTE COUNTY - PUNTA GORDA
METROPOLITAN PLANNING
ORGANIZATION

ATTEST:
Mark L. Gumula, AICP, MPO Director
Designated Clerk of the MPO Board

By: [Signature]
Mark L. Gumula, AICP

By: [Signature]
Mayor Larry Friedman, MPO Chair

Date: _____

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: [Signature]
Derek Rooney, Counsel to MPO Board