

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

This **FIRST AMENDMENT** to the Interlocal Agreement For Administrative Services by and between Charlotte County and the Charlotte County – Punta Gorda Metropolitan Planning Organization is entered into on this 27th day of July, 2010 by and between the Charlotte County – Punta Gorda Metropolitan Planning Organization (hereinafter called "MPO"), and the Board of County Commissioners of Charlotte County, Florida (hereinafter called the "COUNTY").

WITNESSETH

WHEREAS, Section 339.175, Florida Statutes, 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 the signatory to the interlocal agreement creating the MPO and shall have such powers and privileges as provided under Section 163.01 and 339.175, Florida Statutes; and

WHEREAS, the MPO is a legally independent governmental entity separate and distinct from Charlotte County government; and

WHEREAS, on June 10, 2008, the MPO and the COUNTY entered into an interlocal agreement for administrative services; and

WHEREAS, the parties desire to amend said interlocal agreement to further clarify the relationship of the parties.

NOW, THEREFORE, for and in consideration of the foregoing premises, which shall be deemed an integral part of this agreement, and of the mutual covenants and agreements hereinafter set forth, the MPO and COUNTY agree as follows:

Section 1. Paragraph 1 of the Interlocal Agreement For Administrative Services shall be amended as follows:

1. MPO DIRECTOR AND MPO STAFF

a. The Director of the MPO shall be selected by the MPO governing board and shall serve at the pleasure of the MPO governing board. The MPO Director is an at-will employee and may be terminated by the MPO governing board without cause. The Director of the MPO shall not be under the direction, supervision or control of the county administrator, city manager, airport authority executive director or any county or city department head, but shall, instead, be under the direction, supervision and control of the MPO governing board. The MPO Director shall be subject to an annual

performance evaluation conducted by the MPO governing board. The MPO Director may be entitled to an increase in salary and/or benefits in such amounts and to such extent as the MPO governing board may determine. Upon termination by the MPO governing board, the MPO Director may be eligible for severance pay of no more than ninety (90) days if approved by a majority of the MPO governing board members and subject to the availability of MPO funds. Severance pay may be made in several installment payments if necessary to ensure that funds are not over-obligated in any given fiscal year. Severance pay is defined as a portion of the MPO Director's base annual salary and may be paid at the sole and absolute discretion of the MPO governing board.

b. The Director, with the consent of the MPO governing board, employs such staff 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.

Section 2. Paragraph 2 (c) of the Interlocal Agreement For Administrative Services shall be amended as follows:

c. **Personnel Expenditures/Policies** - Subject to the availability of funds from the MPO, the MPO Director and 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 Director and MPO staff's participation in the Florida Retirement System. 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 County's Personnel Policies regarding recruitment, retention, supervision, discipline, and evaluation shall not be applicable to the MPO Director. The MPO shall be permitted to participate in personnel-related training courses or programs, including drug testing, offered by the COUNTY.

Section 3. Paragraph 3 (d) of the Interlocal Agreement For Administrative Services shall be amended as follows:

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 and approved by the MPO Board. Reasonable rental costs of such facilities will be paid by the MPO. In an effort to minimize disruption of the planning process, the MPO may be assigned specific office space within the COUNTY facility. With the exception of a casualty event that would make the building uninhabitable, if it becomes necessary or desirable to relocate the MPO, the party requesting the relocation will be required to incur all reasonable relocation expenses.

Section 4. Paragraph 5 of the Interlocal Agreement For Administrative Services shall be amended as follows:

5. TRAVEL AND TRAVEL EXPENSES

All travel by MPO staff shall be approved by the MPO Director, and all travel by the MPO Director shall be approved by the Chairman of the MPO. All travel for the MPO governing board members shall be approved by the MPO governing board as a whole. 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.

Section 5. **FULL FORCE AND EFFECT**

The balance of the Interlocal Agreement For Administrative Services shall remain in full force and effect.

Section 6. **MULTIPLE PARTS**

This First Amendment may be signed in multiple counterparts, together which shall be regarded as the original.

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

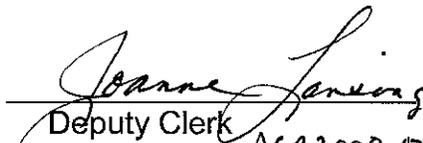
BOARD OF COUNTY COMMISSIONERS OF
CHARLOTTE COUNTY, FLORIDA

By: 
Robert J. Starr, Chairman

Date: July 27, 2010

ATTEST:

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

By: 
Deputy Clerk
7-27-10 AGR 2008-23

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: Janette S Knowlton
Janette S. Knowlton, County Attorney

CHARLOTTE COUNTY – PUNTA GORDA
METROPOLITAN PLANNING
ORGANIZATION

ATTEST:
Gary Harrell, Interim MPO Director
Designated Clerk of the MPO Board

By: Gary D Harrell
Gary Harrell

By: Richard D Loftus
Richard Loftus, MPO Chair

Date: July 19, 2010