

**AGREEMENT FOR STAFFING AND  
ADMINISTRATIVE SERVICES BY AND BETWEEN  
HERNANDO COUNTY AND THE HERNANDO COUNTY  
METROPOLITAN PLANNING ORGANIZATION**

**THIS AGREEMENT**, made and entered into on the date specified herein, by and between the Hernando County Metropolitan Planning Organization (hereinafter called the "MPO"), and the Board of County Commissioners of Hernando 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, and;

**WHEREAS**, the Governor of Florida has designated the MPO as the metropolitan planning organization for the City of Brooksville urbanized area and the MPO is duly created and operated pursuant to agreement between the Florida Department of Transportation (FDOT) and the affected units of general purpose local government within the Hernando County urbanized area, and;

**WHEREAS**, the MPO is a legally independent governmental entity distinct from Hernando 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 339.175(5)(h) and 163.01, Florida Statutes, to contract with the COUNTY for same, and;

**WHEREAS**, the COUNTY provides support staff and various associated support and administrative functions including: Planning Department staff and an MPO Staff Director, and;

**WHEREAS**, the COUNTY provides resource support from its Human Resources Department, County Attorney's Office, Budget Office, Purchasing Department, and Finance Department, and;

**WHEREAS**, the COUNTY provides audit, minute taking and transcription services through the Office of the Clerk of the Circuit Court, and;

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

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

**1. SCOPE OF SERVICES**

It is agreed by the COUNTY that the County Planning Department shall furnish the MPO with the professional, technical, administrative, and clerical services; and supplies, equipment, office and other space, and such other incidental items as may be required and necessary to manage the business functions and activities of the MPO carry on the transportation planning and programming processes. The County Planning Director, or a designee as appointed by the Director, shall be designated the MPO Staff Director and shall report to the MPO governing board for all matters regarding the administration and operation of the MPO.

**2. COUNTY ATTORNEY**

The County Attorney shall be the legal advisor to the MPO and shall represent the MPO in all legal matters provided that, with the concurrence of the County Attorney, the MPO may employ special counsel as deemed necessary for specific needs or where otherwise required.

**3. FINANCIAL AND LOGISTICAL ADMINISTRATION**

The COUNTY shall manage all funds processed by the MPO in accordance with the currently adopted Unified Planning Work Program (UPWP) and other approved agreements and authorizations of the MPO and affected agencies. The County Finance Office within the Office of the Clerk of Circuit Court shall perform the financial accounting and fiscal auditing and reporting for the MPO in the same manner as for other County departments. Other County departments, including but not limited to, Public Works, Human Resources, Office of Management and Budget, and other administrative officers, shall also provide support for MPO operations.

**4. CONTRACT SERVICES**

The MPO may authorize COUNTY on its behalf to enter into agreements with other agencies or consultants to perform services required by the responsibilities of the MPO. The County Purchasing and Contracts Department or other County Offices shall provide appropriate technical and procedural assistance upon MPO request. The MPO may enter into its own contracts if deemed advisable with assistance from COUNTY pursuant to paragraph 3 above with respect to COUNTY's purchasing procedures and applicable statutory and/or ordinance requirements.

**5. MPO CLERK**

The Clerk of the Circuit Court, as Clerk to the COUNTY Board of County Commissioners, shall act as clerk to the MPO and shall be responsible for taking, transcribing and maintaining MPO Board minutes and other activities as necessary.

**6. PAYMENT FOR SERVICES**

Reimbursement of eligible and approved MPO related expenses will be provided to the COUNTY per the adopted fiscal year budget. Any other County support services provided to the MPO

shall be in-kind unless otherwise budgeted and approved.

**7. FLORIDA RETIREMENT SYSTEM**

The MPO Staff Director shall be classified as "senior management service class" for the purposes of the Florida Retirement system.

**8. TRAINING**

The MPO shall provide training opportunities and training funds for local officials and others who serve on the MPO.

**9. HOW CONTRACT AFFECTED BY PROVISIONS BEING HELD INVALID**

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.

**10. EXECUTION OF AGREEMENT**

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.

**11. DURATION OF AGREEMENT AND WITHDRAWAL PROCEDURE**

This Agreement shall remain in effect until terminated by the parties to the Agreement. Any party may withdraw from said Agreement after presenting, in written form, a notice of intent to withdraw to the other party at least 60 days prior to the intended date of withdrawal, provided financial commitments made prior to withdrawal are effective and binding for their full terms and amount, regardless of withdrawal.

**12. AMENDMENT OF AGREEMENT**

The COUNTY and the MPO may upon initiation of either party amend this Agreement to cure any ambiguity, defect, or omission or to grant any additional powers, or to confer additional duties which are consistent with the intent and purpose of this Agreement.

**13. AGREEMENT FORMAT**

All words used herein in the singular form shall extend to and include the plural. All words 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.

**IN WITNESS WHEREOF**, the undersigned parties have caused this Agreement to be duly executed in their behalf this 18<sup>th</sup> day of December, 2007.

ATTEST:

By: *Karen Nicolai*  
KAREN NICOLAI, Clerk



**HERNANDO COUNTY  
BOARD OF COUNTY COMMISSIONERS**

By: *Jeff Stabins*  
Jeff Stabins, Chairman

**HERNANDO COUNTY  
METROPOLITAN PLANNING ORGANIZATION**

By: *David Russell*  
David Russell, Chairman

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY  
BY *C. Moore 11-9-07*  
County Attorney's Office