

## MEMORANDUM

**Date:** November 5, 2009

**To:** Phil Tindall, MPO Manager  
Transportation Planning

**From:** Ann Jennejohn, Deputy Clerk  
Minutes & Records Department

**Re:** **MPO Staff Services Agreement**

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Attached for your records, is a copy of the document referenced above, (**Agenda Item #16B8**), approved by the Board of County Commissioners on Tuesday, **October 27, 2009**.

If you should have any questions, please contact me at 252-8406.

Thank you.

Attachment (1)

## **MPO STAFF SERVICES AGREEMENT**

THIS MPO STAFF SERVICES AGREEMENT is made by and between the Collier Metropolitan Planning Organization (the "MPO") and Collier County, Florida.

### WITNESSETH:

WHEREAS, the MPO, pursuant to the power conferred upon it by Section 339.175, Florida Statutes, and Article 5 of the Amended And Restated Interlocal Agreement for Creation of the Collier Metropolitan Planning Organization (the "Interlocal Agreement") between the Florida Department of Transportation ("FDOT"); Collier County (the "County"); the City of Marco Island; the City of Naples; and Everglades City, dated May 10, 2005 may employ personnel and/or enter into agreements, with local and/or State agencies to utilize the staff resources of such agencies or for the performance of certain services by such agencies as necessary to fulfill its responsibilities and obligations as required by law, and

WHEREAS, pursuant to the aforesaid Interlocal Agreement executed between the County, the City of Marco Island, the City of Naples, Everglades City and the FDOT, it is contemplated that County personnel will perform the substantial portion of each task provided for in 23 Code of Federal Regulations (CFR) Part 450 and Chapter 339.175 Florida Statutes as necessary to carry out the continuing, cooperative and comprehensive transportation planning process mandated by Federal regulations as a condition precedent to the receipt of Federal capital or operating assistance in the urbanized area, and

WHEREAS, in 2007, the Florida Legislature's House Bill 985 amended Section 339.175, Florida Statutes, and other sections of law in an attempt to bring clarity and uniformity to MPOs administrative structure, powers and responsibilities, particularly amending Section 339.175(5), Florida Statutes, to clarify that an MPO's executive director reports directly to his or her MPO Governing Board, and that the executive director and staff are employed by the MPO or through a staff services agreement between the MPO and another governmental entity.

WHEREAS, it is deemed by the parties to be appropriate and necessary that the duties and obligation of the County, in relation to its role as the staff to the MPO, be defined and fixed by formal agreement,

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

#### 1.00 Purpose

For the reasons recited in the preamble, which are hereby adopted as part hereof, this agreement is to provide for professional services to carry out the terms of the Interlocal Agreement and any other agreement to which the MPO is a party, and to provide staff services and support for the administration of the MPO.

## 2.00 Scope of Services

It is agreed by the County that it shall furnish the MPO with the staff necessary for professional, technical, administrative, and clerical services, equipment, office and other space, and other incidental items as may be required and necessary to manage the business and affairs of the MPO and to carry on the transportation planning and programming process specified by the Interlocal Agreement and any other agreement to which the MPO is a party; provided, it is understood and agreed that, unless otherwise provided for, the performance of such service and functions shall be limited to those specified and allocated to the County in the annual Unified Planning Work Program (UPWP) budget and all approved budgets and management reports under Federal or State grant contracts with the MPO.

In order to minimize disruption, the County shall furnish the MPO with the aforementioned office and other space so as to be continuously collocated with the Collier County Transportation Services Division and shall make reasonable efforts to avoid frequent relocation of said office and other space.

Each year the MPO Board and its advisory committees shall complete a performance evaluation of the MPO Director. The MPO Board members and their advisory committee chairpersons will complete an evaluation form rating the MPO Director's performance as: (1) unacceptable, (2) needs improvement, (3) acceptable, or (4) exceptional. In addition, the evaluation form shall include a brief comment section to allow for additional guidance or direction. The results of those evaluations will be provided to the Collier County Transportation Administrator by July 1<sup>st</sup> of each year.

Upon receipt of the annual performance evaluation forms, the County's Transportation Administrator shall incorporate the ratings and comments of the MPO Board members and its committee chairpersons and, consistent with the Collier County Human Resources Administrative Practices and Procedures, arrive at a final evaluation of the MPO Director.

The MPO authorizes the MPO Director to secure FDOT approval for amendment of UPWP tasks, which change their dollar value by an amount less than or equal to \$25,000, and which do not change their scope or the total approved funds for the UPWP. Any amendment of the UPWP greater than \$25,000 shall require the approval of the MPO.

The UPWP shall be prepared by the MPO Staff in cooperation with all related state and federal agencies and MPO committees in accordance with the rules and regulations governing the MPO and shall be subject to the approval of the MPO before submittal to State or Federal agencies.

## 2.01 MPO Director

The MPO Director shall be responsible to the MPO for the conduct of the transportation planning process as detailed in the annual UPWP as well as the appointment, assignment, direction, and control of all personnel necessary thereto; the development of an appropriate organizational structure to carry out the responsibilities set forth in the Agreement; and the development of procedures to

monitor and coordinate the planning process, as well as the overall administration of MPO programs. Changes to the number of MPO staff positions shall be subject to the approval of the MPO Board.

## 2.02 Commitment of Personnel

The MPO Director shall annually have prepared a detailed listing of all tasks necessary and incident to carrying out the planning process. The MPO staff shall, at a minimum, have the following duties and functions:

- a. Carry out the tasks as defined in the annual UPWP and ensure the continued certification of the MPO;
- b. Coordinating the activities of the various structures established by the Interlocal Agreement heretofore mentioned;
- c. Preparing the agendas and public notification for meetings of the MPO Technical Advisory and Citizens Advisory Committees, Pathways Advisory Committee, Congestion Management System/Intelligent Transportation System Stakeholders Committee, the Local Coordinating Board for the Transportation Disadvantaged and any other committees under the MPO's control;
- d. Preparing resolutions and other appropriate documents;
- e. Scheduling meetings, giving notice, keeping minutes;
- f. Coordinating and monitoring the activities of the various supporting offices;
- g. Preparing an annual report;
- h. Preparing such interim reports as may be required;
- i. Developing and implementing operating procedures of a secretarial and administrative nature as are necessary and proper in order to effect the most efficient implementation of said program;
- j. Directing the implementation of policies established by the MPO; and
- k. Performing other duties as may be assigned by the MPO.

## 2.03 Legal Representation for the MPO

The MPO may employ special legal counsel for specific needs when it is deemed necessary.

#### 2.04 Annual Budget

The UPWP shall serve as the annual budget for the MPO. The UPWP shall identify funding sources, participating agencies and the level of participation by the various agencies.

#### 2.05 Financial Administration

- a. The records and accounts of the MPO including receipts, expenditures and deposits shall be administered by the County in accordance with its ordinary procedures.
- b. Contracts and bids for the purchase of materials and services shall be in accordance with County procedures for the same purposes. The MPO shall review and approve all Requests for Proposals (RFP) and subsequent contracts. Contracts and bids for the purchase of materials and services using PL funds allocated to the MPO and identified in the UPWP will be in accordance with County procedures and any actions taken within the authority of the MPO relating to such matters shall be independent of Board of County Commissioners (BCC) approval.
- c. Through the adoption of this Agreement, the MPO adopts the United States Department of Transportation's goals regarding the procurement of services from firms registered as Disadvantaged Business Enterprises (DBE).

#### 3.00 Reimbursement to the County

The MPO hereby agrees that it shall reimburse the County for all services rendered under this Agreement as specified in the UPWP budget and all approved budgets under Federal or State grant contracts with the MPO and in accordance with the procedures established pursuant to 2.05 of this Agreement. The determination of eligible costs shall be in accordance with 23 CFR Section 420, as appropriate.

#### 3.01 Local Share

The MPO will provide cash or in-kind services for the required match for Federal funds from the Federal Highway Administration (FHWA) and the Federal Transit Association (FTA) where appropriate. These funds may also be derived from financial contributions made by the MPO's member local governments, including Collier County and the Cities of Naples, Marco Island and Everglades City.

#### 3.02 Invoices and Progress Reports

The MPO shall provide to the FDOT or appropriate Federal agencies quarterly progress reports and an invoice for reimbursement for all Federal grants with FHWA and FTA and State grants received

through the Florida Commission for the Transportation Disadvantaged (CTD). The progress reports and invoices shall be in sufficient detail for audit purposes.

### 3.03 Payment

Payment to the County of any and all monies by the MPO is contingent upon the MPO first receiving the funds for the work tasks from the FDOT, FHWA, FTA or the Florida Commission for the Transportation Disadvantaged (CTD).

### 3.04 Travel Expenses

Reimbursement from Federal and State funds for per diem and mileage expenses incurred by MPO staff and Board members for MPO business shall be consistent with the federal government rates.

### 4.00 Information and Reports

The County will provide all required information and reports and will permit access to its books, records, accounts, and other sources of information, and its facilities as may be determined by FDOT, FHWA, or FTA to be pertinent to ascertain compliance with such regulations, orders and instructions. Where any information required of the County is in the exclusive possession of another who fails or refuses to furnish this information, the County shall certify to FDOT, FHWA, or FTA as appropriate, and shall set forth what efforts it has made to obtain the information.

### 5.00 Continuity of Operations Plan (COOP)

The MPO shall adhere to Collier County's Continuity of Operations Plan (COOP), contained within the County's Comprehensive Emergency Management Plan (CEMP) and any additional administrative policies pertaining to hurricane preparedness.

### 6.00 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 subject to formal approval by resolution of each party.

This Agreement shall become effective upon approval by the MPO and the County and remain in effect for a period of three years. At that time, the MPO shall review this Agreement to determine if any changes are warranted.

IN WITNESS WHEREOF, the undersigned parties have caused this Staff Services Agreement to be duly executed in their behalf this 27 day of October, 2009.

COUNTY OF COLLIER

COLLIER  
METROPOLITAN PLANNING  
ORGANIZATION

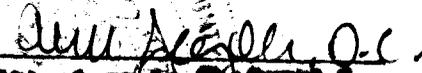
By:   
Donna Fiala, Chairman  
Board of County Commissioners

By:   
Commissioner Frank Halas,  
Chairman

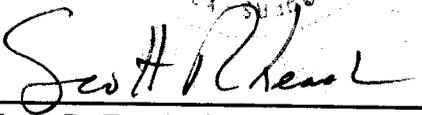
ATTEST: \_\_\_\_\_

ATTEST: \_\_\_\_\_

**DWIGHT E. BROCK, CLERK**

BY:   
**Attest as to Chairman's  
signature only**

Approved as to form and legal sufficiency:

  
Scott R. Teach  
Deputy County Attorney