

Attachment B

STAFF SERVICES AGREEMENT BETWEEN THE LEE COUNTY METROPOLITAN  
PLANNING ORGANIZATION AND THE SOUTHWEST FLORIDA REGIONAL  
PLANNING COUNCIL

THIS MEMORANDUM OF UNDERSTANDING, hereinafter to be called the MPO STAFF SERVICES AGREEMENT, by and between the Lee County Urbanized Area Metropolitan Planning Organization, hereinafter called the MPO and the Southwest Florida Regional Planning Council, hereinafter called the Regional Planning Council, supersedes and supplants the Memorandum of Understanding also known as the MPO Staff Services Agreement dated October 7, 1982, by and between the MPO and the Regional Planning Council.

WITNESSETH:

WHEREAS, the MPO, pursuant to the power conferred upon it by Section 339.175, Florida Statutes, and Article 5, Authorities, Powers, Duties and Responsibilities, of the Interlocal Agreement between and among Lee County, the City of Fort Myers, the City of Cape Coral, the City of Sanibel, the Town of Fort Myers Beach, the City of Bonita Springs, and the Florida Department of Transportation (FDOT), dated December 16, 2009, may enter into agreements other than interlocal 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, and

WHEREAS, pursuant to the aforesaid Interlocal Agreement and the companion Transportation Planning Funds Joint Participation Agreement (JPA) between the MPO and the FDOT dated June 18, 2010 and succeeding agreements, it is contemplated that the Regional Planning Council will perform a substantial portion of each task provided for in 23 Code of Federal Regulations (CFR) Part 450 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, it is deemed by the parties to be appropriate and necessary that the duties and obligations of the Regional Planning Council be defined and fixed by formal agreement.

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

1.0 Purpose

For the reasons recited in the preamble, which are hereby adopted as part hereof, the purpose of this Staff Services Agreement is to provide for the professional services deemed necessary to carry out the terms of the JPA between the MPO and the FDOT dated June 18, 2010 and to provide the staff services necessary for the administration of the MPO..

## 2.0 Scope of Services

It is mutually agreed that the Regional Planning Council will furnish the MPO with the professional, technical, administrative, and clerical services, the equipment, the office and other space, including meeting space and such other incidental items as may be required and necessary to manage the business and affairs of the MPO and to carry out the transportation planning and programming process specified by the JPA Urban Transportation Planning Agreement between the MPO and the FDOT dated June 18, 2010; 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 Regional Planning Council in the biennial Unified Planning Work Program (UPWP) budget and all approved budgets and management reports under Federal or State grant contracts with the MPO.

## 2.1 Regional Planning Council

The Regional Planning Council shall be responsible to the MPO for the conduct of the transportation planning process as well as the appointment, assignment, direction, and control of all staff necessary. The Regional Planning Council will be responsible for an appropriate organizational structure that includes an MPO Director who reports directly to the MPO to carry out the responsibilities set forth in this Agreement; and the development of procedures to monitor and coordinate the planning process.

## 2.2 MPO Director

The Regional Planning Council will assist the MPO in securing an MPO Director to ensure the successful conduct of the work of the MPO on a day to day basis. Pursuant to Section 339.17(6)(g) Florida Statutes, the MPO Director will report directly to the MPO Board for programmatic purposes. The MPO Board will develop the MPO Director job description, participate in the hiring of the MPO Director, conduct annual performance reviews and make recommendations to the Regional Planning Council as to the MPO Director compensation and duties. The MPO Director will be an employee of the Regional Planning Council and for administrative and HR purposes report to the Regional Planning Council Executive Director.

The MPO Director will coordinate with Regional Planning Council to ensure the most efficient manner in which to conduct the work of the MPO.

## 2.3 Commitment of Personnel

The Regional Planning Council staff, consistent with the UPWP, will biennially prepare a detailed listing of all tasks necessary and incident to carrying out the planning process, the staff-hours required to carry out such tasks, and the required skills or qualifications of the personnel assigned to MPO duties. The staff shall have the following duties and functions: Coordinating the activities of the various structures established by the Interlocal Agreement heretofore mentioned; preparing the agendas of the MPO, Technical, and Citizen Advisory Committees; preparing resolutions and other appropriate documents; scheduling meetings, giving notice, keeping minutes, and complying to applicable records retention procedures; coordinating and monitoring the activities of the various

sub-structures; preparing an annual report; preparing such interim reports as may be required; developing and implementing operating procedures of a secretarial nature as are necessary and proper in order to effect the most efficient implementation of said program; directing the implementation of policies established by the MPO; and performing such other duties as may be assigned by the MPO to ensure continued Federal certification of the Fort Myers-Lee County urbanized area transportation planning process as required by 23 CFR 450.334.

#### 2.4 Annual Budget

The Regional Planning Council staff shall have prepared an annual budget for the fiscal year. The budget shall identify funding sources, participating agencies and the level of participation by the various agencies.

#### 2.5 Financial Administration

2.6.1 The records and accounts of the MPO including receipts, expenditures and deposits shall be administered by the Regional Planning Council in accordance with accounts and accounting procedures which shall be developed by the Regional Planning Council for the MPO.

2.6.2 Contracts and bids for the purchase of materials and services shall be in accordance with federal and state law and the Regional Planning Council's procedures for the same purposes.

#### 3.0 Reimbursement of Regional Planning Council

The MPO hereby agrees that it shall reimburse the Regional Planning Council 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 2.06 of this Agreement. The determination of eligible costs shall be in accordance with OMB Circular No. A-87 (2 CFR Part 225) and 41 CFR Part 1-15.7 Federal Procurement Regulations, and all other applicable state and Federal statutes, rules and regulations.

#### 3.1 Invoices and Progress Reports

The Regional Planning Council shall provide to the FDOT or appropriate Federal agencies monthly progress reports and an invoice for reimbursement for all Federal grants with FHWA and UMTA. The progress reports and invoices shall be in sufficient detail for audit purposes.

#### 3.2 Payment

Payment to the Regional Planning Council of any and all monies by the MPO is contingent upon the MPO first receiving the funds for the work tasks from FDOT, FHWA, or UMTA.

#### 4.0 Information and Reports

The Regional Planning Council 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 UMTA to be pertinent to ascertain compliance with such regulations, orders and instructions. Where any information required of the Regional Planning Council is in the exclusive possession of another who fails or refuses to furnish this information, the Regional Planning Council shall certify to FDOT, FHWA, or UMTA as appropriate, and shall set forth what efforts it has made to obtain the information.

5.0 Amendment of Agreement

The Regional Planning Council 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.

6.0 Confirmation of Agreement

The Agreement shall be reviewed annually by the MPO to confirm the validity of the contents and to recommend the type of amendments, if any, that are required.

7.0 Agreement Format

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.

8.0 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.

9.0 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.

10.0 Duration of Agreement and Withdrawal Procedure

This Agreement shall remain in effect until terminated by the parties to the Agreement. This Agreement may be terminated for reason by the MPO or the Regional Planning Council by giving written notice to the other party ninety (90) calendar days prior to such termination provided financial commitments made prior to withdrawal are effective and binding for their full term and amount regardless of withdrawal. If either party is in substantial breach of the Agreement, termination may be made thirty (30) calendar days after written notice.

11.0 Previous Agreement Superseded

Upon execution by both parties, this Agreement shall supersede the Memorandum of Understanding also known as the MPO Staff Services Agreement dated October 7, 1982, by and between the MPO and the Regional Planning Council.

This Agreement shall become effective on upon execution.

IN WITNESS WHEREOF, the undersigned parties have caused this Memorandum of Understanding to be duly executed in their behalf this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

STAFF AGENCY

METROPOLITAN PLANNING ORGANIZATION

\_\_\_\_\_  
Chair, SWFRPC

\_\_\_\_\_  
Chair, Lee County MPO

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Attest

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Attest