

**INTERLOCAL AGREEMENT FOR
ADMINISTRATIVE SERVICES BY AND BETWEEN
MANATEE COUNTY AND THE SARASOTA/MANATEE
METROPOLITAN PLANNING ORGANIZATION**

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

W I T N E S S E T H

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 Sarasota/Manatee 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 Sarasota/Manatee urbanized area; and

WHEREAS, the MPO is a legally independent governmental entity distinct from Manatee 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 has amended its self-insurance ordinance so as to provide the coverage of its self-insurance program to the MPO and its employees; 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;

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

**SARASOTA
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OPERATIONS CENTER

1. MPO STAFF

The Executive Director of the MPO serves under the direction, supervision and control of the MPO governing board. The Executive 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 and the Manatee County self-insurance as amended from time to time, 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 Sarasota/Manatee 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. Notwithstanding the foregoing, the Parties agree that the MPO, as a distinct legal entity, shall bear the ultimate responsibility to ensure that all required financial reporting, including the filing of applicable tax returns, has been done, regardless of whether such functions are performed by the COUNTY's Clerk and Auditor, or privately.
- b. **Annual Funding and Audit** - The COUNTY will include MPO revenues and expenditures in the County budget, and will pay MPO expenses from appropriated funds subject to reimbursement at the agreed rate. Manatee 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** - 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. Notwithstanding the foregoing, certain leave accounts or classifications, such as FMLA leave, shall not be applicable to MPO employees given the MPO's distinct legal status and current number of employees.
- 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** - Pursuant to the Manatee County Self-Insurance Ordinance, as amended from time to time, any person who performs services for remuneration and who is actually employed full-time by the MPO, while acting within the course and scope of his or her employment, is included in the definition of "employee" only for purposes of the County self-insurance program. As such, MPO personnel are covered for automobile, general liability and workers' compensation matters to the same extent as Manatee County employees. Other than for purposes of this paragraph concerning the self-insurance program, however, employees of the MPO shall not in any way be designated as, deemed to be, considered or regarded as employees of Manatee County.

- f. **Legal Services** - Pursuant to the provisions of the Manatee County Ordinances regarding the Office of the County Attorney, the County Attorney is authorized to provide legal advice and representation to the MPO. Such services do not include advice or representation to MPO employees 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 MPO shall 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 all of the costs to the COUNTY of all support services provided to the MPO pursuant to this Agreement.

- b. **Reimbursement of Fund Advances** - Upon receipt of quarterly spending reports from the COUNTY, 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. Other than providing basic cost information to the MPO, the COUNTY shall have no authority over the approval of the MPO's budget, which shall instead be approved by the MPO governing board.

- c. **Personnel Policy** - The MPO will adopt and implement a personnel policy for the recruitment, retention, supervision, discipline and evaluation of MPO employees. The COUNTY shall have no say regarding the adoption of this policy. The MPO shall be permitted to participate in personnel-related training courses or programs, including drug testing, offered by the County.

- d. **Professional Services** - So as to facilitate the COUNTY'S conducting of the purchasing function for the MPO, the MPO shall adopt and implement the provisions of Section 287.055, Florida Statutes ("The Consultants' Competitive Negotiation Act"), for the procurement of professional services.
- e. **Facilities** - The COUNTY shall provide office space and meeting facilities sufficient to perform adequately the functions of the MPO as mandated by federal and state law, with the rental costs of all such facilities to 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 all 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 Executive Director, and travel expenses shall be paid consistent with the provisions of Section 112.061, Florida Statutes. All travel by the MPO Executive Director shall be approved by the MPO governing board, and travel expenses shall be paid consistent with the provisions of Section 112.061, Florida Statutes. As to Class "C" travel (as the term is defined in F.S. 112.061), the MPO shall pay expenses consistent with the policies of the Florida Department of Transportation. The COUNTY shall have no function or responsibility with respect to the travel of any MPO staff or officers.

6. 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.

7. SEVERABILITY

Should any section, 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.

8. EFFECTIVE DATE

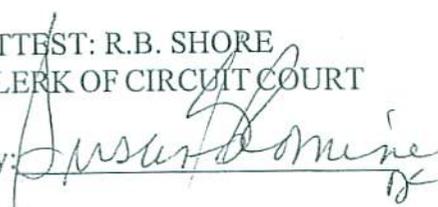
This Agreement shall be effective upon the filing of a fully executed copy of this Agreement with the Clerk of the Circuit Court of Manatee County, Florida, pursuant to Section 163.01(11), Florida Statutes.

APPROVED:

BOARD OF COUNTY COMMISSIONERS
OF MANATEE COUNTY

By: 
JONATHAN BRUCE FIRST VICE-CHAIRMAN

ATTEST: R.B. SHORE
CLERK OF CIRCUIT COURT

By: 

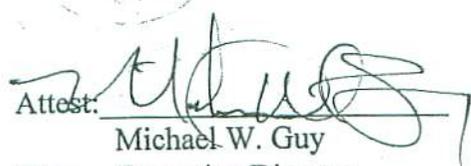


Date of Execution: December 17, 2002

SARASOTA/MANATEE
METROPOLITAN PLANNING ORGANIZATION

BY: 
Jonathan Bruce, Chairman

Date of Execution 12-17-02

Attest: 
Michael W. Guy
Title: Executive Director