

**PINELLAS COUNTY METROPOLITAN PLANNING ORGANIZATION**

**AND**

**PINELLAS PLANNING COUNCIL**

**INTERLOCAL AGREEMENT FOR STAFF AND SUPPORT SERVICES**

**THIS STAFF AND SUPPORT SERVICES AGREEMENT**, made and entered into this 10<sup>th</sup> day of December, 2014, by and between the Pinellas County Metropolitan Planning Organization, hereinafter called the MPO, and the Pinellas Planning Council, hereinafter called the PPC.

**WHEREAS**, Title 23 United States Code (USC) §134, Title 49 USC 5303, and §339.175, Florida Statutes, provides for the designation of a metropolitan planning organization for each urbanized area of the State to be created by an interlocal agreement entered into pursuant to §163.01, Florida Statutes; and

**WHEREAS**, the Pinellas County MPO was re-established by an interlocal agreement executed on October 15, 2014, hereinafter "Interlocal Agreement;" and

**WHEREAS**, the MPO is an independent governmental entity and has the authority to contract with other governmental entities for the exchange of certain services; and

**WHEREAS**, the PPC was created pursuant to Chapter 2012-245, Laws of Florida, (the "Act"); and

**WHEREAS**, the PPC, pursuant to §6(7)(b) of the Act, is authorized to develop rules, standards, policies, or objectives that will implement the Countywide Future Land Use Plan; and

**WHEREAS**, land use and transportation do not exist independently but have a relationship in which each influences the other; and

**WHEREAS**, a Joint Land Use and Transportation Committee ("Committee"), consisting of three representatives from the PPC, three representatives from the Board of County Commissioners ("BCC"), and three representatives from the MPO, studied the potential of integrating transportation and future land use planning at the countywide level during 2010 – 2011; and

**WHEREAS**, the Committee recommended that the MPO and PPC functions be more closely aligned on transportation and land use issues to create a more streamlined and integrated process;

**WHEREAS**, the MPO wishes to obtain certain support staff and services from the PPC to assist the MPO in managing the comprehensive transportation planning process pursuant to and authorized by 23 USC §134, §339.175(6)(g) and §163.01, Florida Statutes, and the Interlocal Agreement;

**WHEREAS**, the PPC wishes to obtain certain support from the MPO to assist with its directives of formulating and executing objectives necessary for the orderly growth, development, and environmental protection of Pinellas County; and

**WHEREAS**, the purpose of this Agreement is to define the support to be provided to the MPO by the PPC and the support to be provided to the PPC by the MPO in order to carry out the goals stated herein and as provided by local, State, and Federal law.

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

### **SECTION 1: PURPOSE**

For the reasons stated above, the purpose of this Staff and Support Services Agreement (“Agreement”) is for the MPO and PPC to each provide to one another the professional and administrative support staff and services deemed necessary to carry out an efficient and integrated transportation and land use planning program on behalf of Pinellas County.

### **SECTION 2: SCOPE OF SERVICES**

The parties herein mutually agree that the PPC will furnish the MPO with the professional, technical, administrative, and clerical staff and services necessary to manage the business and affairs of the MPO. The PPC shall provide the basic equipment and technical support, office, and meeting space incidental in managing the MPO, unless upon the discretion of the MPO, the MPO contracts separately for such equipment and support. The MPO will continue to carry out its mandated duties for the benefit of Pinellas County, of which may benefit the PPC. The parties further agree that, unless otherwise provided for, the performance of such service and functions shall be limited to those specified and allocated to the PPC in Chapter 2012-245, Laws of Florida, and those specified and allocated to the MPO in 23 USC §134, §339.175, Florida Statutes, and the Interlocal Agreement.

### **SECTION 3: TERM**

The term of this Agreement shall begin on December 14, 2014, and shall extend until terminated by the MPO and PPC Boards pursuant to the terms contained herein.

### **SECTION 4: PPC SERVICES AND OBLIGATIONS**

Planning Staff: The PPC shall provide PPC staff members to the MPO, including an executive director, to carry out the necessary functions of the MPO as defined herein. The allocation of staff members between PPC projects and MPO projects shall be determined by the PPC and MPO Executive Director(s).

PPC employees assigned to MPO projects will be afforded the same benefits, risk management protection, insurance coverage, and any and all other benefits and protections afforded to all PPC employees, regardless of the fact that they may only be primarily carrying out the responsibilities of the MPO.

MPO Executive Director: The Executive Director of the MPO shall be chosen by the PPC Board and ratified by the Board of the MPO. Pursuant to §339.17(6)(g) Florida Statutes, the

MPO Executive Director will report directly to the MPO Board for all programmatic purposes, and will coordinate with the PPC to ensure the most efficient manner in which to conduct the work of the MPO.

Clerical and Secretarial Staff: The PPC shall provide the MPO with all clerical and secretarial support reasonably necessary to carry out the functions of the MPO as defined herein.

Office and Meeting Space: The PPC shall provide the MPO with office and meeting space suitable to conduct the MPO's business and necessary functions, including repair and maintenance of said space, unless at the discretion of the MPO, the MPO contracts separately for said space.

Equipment and Technical Support: In addition to providing the office and meeting space as outlined above, the PPC shall provide the MPO with all basic equipment, supplies and technical support necessary to effectively carry out the duties of the MPO, unless upon the discretion of the MPO, the MPO contracts separately for such equipment and support. The PPC shall further provide on-going maintenance and technical support services for all such equipment it provides to the MPO.

Travel: The PPC shall provide a vehicle to the MPO to be used as necessary by the staff assigned to MPO projects. The MPO shall be responsible for all travel and vehicle costs pursuant to Section 5 of this Agreement.

Finance: The PPC shall provide the supportive services necessary to operate MPO's financial management system, of which shall be kept as a separate, segregated fund. The PPC shall operate this system in accordance with Federal and State generally accepted accounting and grant management procedures, as approved from time to time by the Florida Department of Transportation, the Federal Highway Administration, and the Federal Transit Administration. The MPO is responsible for providing the PPC with all information, data, and documents needed to perform the services under this Agreement.

Costs: The PPC will charge the MPO for all costs associated with providing the MPO supportive services as outlined in this Agreement. Such costs shall be payable to the PPC as reimbursement on a quarterly basis, or as otherwise agreed upon by the parties. The PPC may reasonably prorate any charges that accrue in the name of the PPC but that were incurred jointly by both the PPC and the MPO.

Budget: The PPC shall include MPO revenues and expenditures, only as they relate to this Agreement, in the PPC budget. The PPC will authorize its staff to pay said MPO expenses from PPC appropriated funds subject to reimbursement after approval by the MPO, or as otherwise provided in this Agreement.

Payroll: The PPC shall provide payroll services to the MPO in the same manner and extent for all PPC employees, whether or not said employees are assigned to MPO or PPC-specific projects. For administrative purposes, the time cards of all employees will specify any time spent on MPO projects and shall be completed in a manner that meets the requirements of Federal and State reporting.

Audit: The PPC shall not be required to provide for or perform an audit or other financial review service for the MPO; the MPO shall obtain an independent audit. Upon request, however, the PPC will provide all journals, ledgers, check registers, checks, invoices, accounting

documentation, and other financial records related to the MPO, if any. Said accounting records will be open to the MPO and the MPO's auditors at no charge to the MPO to facilitate the audit. The MPO shall also provide the same documentation to the PPC for PPC audit purposes upon request of the PPC.

Legal Services: The PPC's legal staff shall provide legal services to the MPO. In the event of a dispute between the PPC and the MPO or where the provision of such services would be in violation of the Rules regulating the Florida Bar, the MPO and PPC shall have separate legal representation. Nothing contained herein eliminates the right of the MPO to secure separate and independent legal representation.

## **SECTION 5: MPO OBLIGATIONS AND SERVICES**

MPO Executive Director: The duties of the MPO Executive Director include the administration of all contracts and grant programs, the oversight and direction of the staff assigned to MPO projects, and the preparation of plans, studies and other related materials authorized by the MPO, and other such obligations as hereafter assigned by the MPO.

Commitment of Personnel: The MPO Executive Director shall annually prepare a detailed list of all tasks to be performed that are necessary and incidental to carrying out the transportation planning process, budget required to carry out such tasks, anticipated work products identified in the Unified Planning Work Program and Interlocal Agreement, and the duties and functions to coordinate the activities established by this Agreement and as otherwise may be assigned by the MPO. The number of personnel necessary to fulfill the above-referenced tasks shall be in accordance with Section 4 of this Agreement.

Services to be Performed: The MPO's transportation planning process shall be coordinated with the land use planning process of the PPC to ensure that highway systems, mass transit systems, bicycle and pedestrian facilities, and the like will be properly located and developed in relation to the overall plan of community development throughout Pinellas County. Any tasks specifically requested by the PPC may be undertaken by the MPO at the discretion of the MPO, provided that the use of Federal funds in the performance of services by the MPO are directly related to meeting the MPO's responsibilities as specified by Federal and State law.

Budget: The MPO shall annually prepare a budget necessary to perform the functions of the MPO as mandated by Federal, State, and local law. The MPO budget shall include the total cost of the support services outlined in this Agreement and the MPO shall annually submit said budget to the PPC at a mutually agreed upon date. The MPO Board is responsible for approving the MPO's annual operating budget and Unified Planning Work Program, and any amendments thereto. The PPC shall not have any authority in reviewing or approving the MPO budget, the Unified Planning Work Program, or any other MPO financial agreements.

Costs: The MPO shall reimburse the PPC for all costs expended by the PPC for MPO projects on a quarterly basis, or as otherwise agreed by the parties. MPO expenditures that fall outside this Agreement shall be paid directly by the MPO.

Travel: The MPO shall be responsible for all travel necessary and undertaken as part of the duties of the MPO, of which shall be in accordance with Chapter 112, Florida Statutes. The MPO shall also be responsible for all maintenance and other such costs associated with the vehicles used for such travel.

Specialized Equipment and Asset Management: Notwithstanding the Equipment and Technical support provision in Section 4 of this Agreement, the MPO may purchase specialized equipment and/or software above and beyond what is necessary for day-to-day office operations. All such equipment and supplies purchased by the MPO with Federal and/or State grant funds are the property of the MPO, and the MPO shall address the tracking and annual inventory of items required under State and Federal Law.

Contract Management: The MPO shall approve and maintain all of its contracts. All said contracts should not be considered under the PPC's contract management system.

## **SECTION 6: FEDERAL PARTICIPATION**

It is understood by both parties that in order to allow the MPO to expend Federal funds, this Agreement may be subject to approval of the Federal Highway Administration, Federal Transit Administration, and the Florida Department of Transportation. The parties further agree that no supplemental agreement of any kind may be entered into by the parties with regard to the services to be performed herein involving the expenditure of Federal funds without approval from the proper Federal agencies.

## **SECTION 7: GOVERNING LAWS**

This Agreement shall be governed, construed, and interpreted under the laws of the State of Florida.

## **SECTION 8: EXECUTION**

This Agreement may be concurrently 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.

## **SECTION 9: ASSIGNMENT**

This Agreement and the services to be provided herein shall not be assigned, sub-contracted, or sublet by either party without approval from the MPO and PPC Boards.

## **SECTION 10: MODIFICATION**

This Agreement, together with any attachments and schedules, constitutes the entire agreement between the MPO and the PPC, and supersedes all prior written or oral contracts, agreements, and understandings. This Agreement and any attachments may only be amended, supplemented, or canceled by a written instrument duly executed by the parties.

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

## **SECTION 11: TERMINATION**

This Agreement shall remain in effect until terminated by the parties hereto. Any party may withdraw from this Agreement after presenting a written notice of intent to withdraw to the other party at least 180 days prior to the intended date of withdrawal, or at a time mutually agreed to by the parties. Financial commitments made prior to the withdrawal are effective and binding for their full terms and amounts regardless of withdrawal.

**SECTION 12: SEVERABILITY**

Should any portion of this Agreement be deemed unlawful by a court of competent jurisdiction, all remaining provisions of this Agreement shall remain and continue in full force and effect.

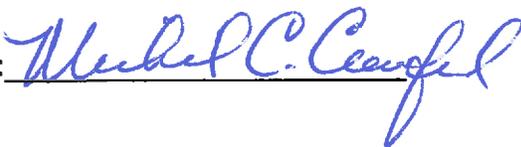
**SECTION 13: EFFECTIVE DATE.**

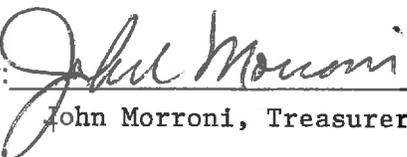
This Agreement shall take effect on the date of execution as stated herein.

**IN WITNESS WHEREOF**, the parties hereto have executed this Interlocal Agreement for Staff and Support Services the day and year first above written.

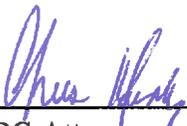
WITNESS

PINELLAS PLANNING COUNCIL

By: 

By:   
John Morroni, Treasurer

APPROVED AS TO FORM:

By:   
PPC Attorney

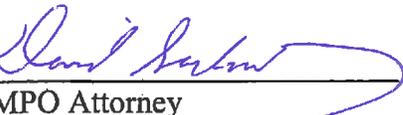
WITNESS

PINELLAS COUNTY METROPOLITAN  
PLANNING ORGANIZATION

By: 

By:   
Karen Seel, Chair

APPROVED AS TO FORM:

By:   
MPO Attorney