

**AMENDED AND RESTATED INTERLOCAL
AGREEMENT FOR STAFFING AND SUPPORT
SERVICES BY AND BETWEEN PASCO COUNTY
AND THE PASCO COUNTY METROPOLITAN
PLANNING ORGANIZATION--AMENDMENT NO. 4**

THIS AMENDED AND RESTATED INTERLOCAL AGREEMENT FOR STAFFING AND SUPPORT SERVICES—AMENDMENT NO. 4 (“AGREEMENT”), is made and entered into on the date specified herein, by and between the Pasco County Metropolitan Planning Organization (hereinafter called the MPO), and Pasco County, Florida, by and through its Board of County Commissioners (hereinafter called the COUNTY).

WITNESSETH:

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 and State to be created by an interlocal Agreement entered pursuant to §163.01, Florida Statutes; and

WHEREAS, the Governor of Florida has re-designated the MPO on December 2, 2014 as the metropolitan planning organization for the urbanized areas located within Pasco County, and the MPO was duly created and operated pursuant to agreement between the Florida Department of Transportation (FDOT) and the affected units of general purpose local government within; and

WHEREAS, the MPO and Pasco County entered into an interlocal agreement for staffing and support services on March 07, 2017, which was previously amended and restated on three (3) prior occasions to address the requirements of the most recent Federal Certification Review of the Pasco County MPO, and to address other necessary changes; and.

WHEREAS, the MPO is a legally independent governmental entity from Pasco County government and has the authority to contract with other governmental entities for the provision of certain services; and

WHEREAS, the MPO wishes to obtain certain administrative staff and 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 to contract with the COUNTY for same; and

WHEREAS, the COUNTY provides support staff and various associated support and administrative functions, including Planning and Development Department staff and MPO staff; and

WHEREAS, the COUNTY provides resource support from its Human Resources Department, County Attorney's Office, Office of Management and Budget, Purchasing Department, Engineering Services Department, Development Services Branch, Planning and Development Department, the Office of Clerk & Comptroller, Accounts Payable/Financial Services, and Board Records Divisions; and

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

WHEREAS, the COUNTY has the authority to enter into the said AGREEMENT and to provide the administrative services hereinafter described.

1. PURPOSE

The purpose of this AGREEMENT is to define and address the professional and administrative support 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:

2. SCOPE OF SERVICES

The COUNTY shall furnish the MPO with the professional staff necessary to fulfill the requirement of this AGREEMENT, including without limitation, designation of technical, administrative services, financial management, clerical services, together with office supplies, furniture and equipment, office and other space, and such incidental items as may be required and necessary to manage the business functions and activities of the MPO to carry out the transportation planning and programming process. The MPO Executive Director and MPO staff shall be county employees; however, the MPO staff shall be an autonomous unit within the Development Services Branch of the County. Accordingly, the MPO Executive Director shall have the exclusive authority to hire, suspend, discharge or remove any member of MPO staff, but may be assisted by the County Human Resources Department. The MPO Executive Director and all MPO staff shall be entitled to a benefits package identical to similarly situated non-MPO county employees. Compensation for the MPO Executive Director and MPO staff shall be established by the person responsible for hiring such positions, subject to any salary

constraints established by the County. The Pasco County Assistant County Administrator for Development Services, with the assistance of the County Human Resources Department, shall be responsible for hiring the MPO Executive Director, subject to the confirmation of the MPO Board. The Pasco County Assistant County Administrator for Development Services and/or the Pasco County Administrator shall have the exclusive authority to suspend, discharge or remove the MPO Executive Director.

3. EXECUTIVE DIRECTOR

The Executive Director shall report directly to the MPO governing board for all matters regarding the administration and operation of the MPO. The Executive Director shall be responsible for the conduct of the MPO transportation planning process as well as the assignment, direction, and supervision of all personnel necessary thereto; the development of an appropriate organization structure to carry out the responsibilities set forth in this AGREEMENT; and the development of procedures to monitor and coordinate the transportation planning process. Unless otherwise provided for in this AGREEMENT, the performance of such services and functions shall be limited to those specified in the MPO's adopted Unified Planning Work Program (UPWP). The UPWP contains various transportation services and functions that the MPO staff performs within Pasco County, and such services and functions shall be performed based on the priorities and direction established by the Executive Director.

4. 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.

5. FINANCIAL AND LOGISTICAL ADMINISTRATION

The MPO and staff to the MPO shall have full authority and oversight of the federal and state transportation planning funds used by the MPO. The COUNTY shall assist in the management of all funds processed by the MPO. County departments, including but not limited to, Traffic Operations, Financial Services, Office of the Clerk and Comptroller, Office of Management and Budget, Human Resources, and other administrative officers shall provide support for MPO operations.

6. TRAVEL AND TRAVEL EXPENSES

All travel by the PASCO MPO's personnel and Governing Board members shall be approved by the MPO's Executive Director and the Assistant County Administrator for Development Services or designee. Travel expenses shall be paid consistent with the provisions of Section 112.061(14)(a)5., Florida Statutes, the MPO Travel Reimbursement Resolution 18-167, and the Pasco County Travel Policy Resolution 20-094, as such resolutions may be amended from time to time. All travel by the MPO's Executive Director shall be approved by the Development Services Assistant County Administrator for Development Services or designee, and all such travel expenses shall be paid consistent with the provisions of Section 112.061(14)(a)5., Florida Statutes, the MPO Travel Reimbursement Resolution 18-167, and the Pasco County Travel Policy Resolution 20-094, as such resolutions may be amended from time to time. The COUNTY shall work in conjunction with MPO staff, and with applicable Federal and State agencies to ensure travel procedures are properly implemented and executed.

7. MPO CLERK

The Clerk and Comptroller 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.

8. COMPENSATION

In consideration for the administrative support services, including the staff, to be provided herein by the COUNTY, the MPO will budget a sum sufficient for reimbursement to the COUNTY for costs incurred that are eligible and approved MPO-related expenses per the adopted fiscal year budget and subject to approval by the Florida Department of Transportation. Any other County support services provided to the MPO must be budgeted and approved. Reimbursement to the COUNTY of any and all monies by the MPO is contingent upon the MPO first receiving the funds for expenditures from the State or Federal authorized representatives.

9. TRAINING

The MPO shall provide training opportunities and training funds for MPO staff, local officials and others who serve on the MPO Board or MPO Committees.

10. CONTRACT SERVICES

The MPO may authorize the 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 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 the COUNTY pursuant to Paragraph 4 above with respect to the COUNTY'S purchasing procedures and applicable statutory and/or ordinance requirements.

11. AUDIT AND INSPECTION

The COUNTY shall permit and shall require its contractors to permit State or Federal authorized representatives to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records, and to audit the books, records, and accounts of the COUNTY pertaining to the development of any Federally or State funded project. Records of costs incurred under terms of this AGREEMENT shall be maintained by the COUNTY and made available upon request to State or Federal authorized representatives at all times during the period of a specific UPWP and for three (3) years after final payment is made on a specific UPWP. Copies of these documents and records shall be furnished to State or Federal authorized representatives upon request.

12. NONDISCRIMINATION

The COUNTY, with regard to the work performed by it pursuant to this AGREEMENT, shall comply with Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; Age Discrimination Act of 1975; Section 324 of the Federal Aid Highway Act of 1973; Civil Rights Restoration Act of 1987; Title 49, Code of Federal Regulations (Regulations), and Part 21 Nondiscrimination in Federally Assisted Programs of the Department of Transportation -Effectuation of Title VI of the Civil Rights Act of 1964 and related statutes and Regulations requiring that no person shall, on the basis of race, color, national origin, sex, age, disability/handicap, or income status, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation. The COUNTY will not participate either directly or indirectly in the decimations prohibited by the Regulations, including employment practices when the AGREEMENT covers the program governed by the Regulations.

13. 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.

14. HOW THE CONTRACT IS 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, the remainder would then continue to conform to the terms and requirements of applicable law.

15. 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 the said AGREEMENT after presenting, in written form, a notice of intent to withdraw to the other party at least sixty (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.

16. 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. Any amendment to this AGREEMENT shall be made by written agreement signed by all parties hereto in the same manner as the original AGREEMENT.

17. 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.

18. EFFECTIVE DATE

A copy of this Agreement shall be recorded with the Clerk of the Circuit Court in and for Pasco County, Florida, and shall become effective upon recording.

IN WITNESS WHERE OF, the undersigned parties have caused this AGREEMENT to be duly executed.



MIKKI ALVAREZ-SOWLES, ESQ
CLERK AND COMPTROLLER

APPROVED
IN SESSION

DEC 06 2022

PASCO COUNTY
BCC

BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA

KATHRYN STARKEY, CHAIRMAN
PASCO COUNTY

Jack Manano



MIKKI ALVAREZ-SOWLES, ESQ
CLERK AND COMPTROLLER

METROPOLITAN PLANNING ORGANIZATION

LANCE SMITH, CHAIRMAN

05/13/2022