

**INTERLOCAL AGREEMENT BY AND BETWEEN
THE METROPOLITAN TRANSPORTATION PLANNING ORGANIZATION FOR THE
GAINESVILLE URBANIZED AREA AND THE BOARD OF COUNTY COMMISSIONERS
OF ALACHUA COUNTY, FLORIDA**

THIS INTERLOCAL AGREEMENT made and entered into this _____ day of _____ 20____, by and between the Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area, hereinafter referred to as "MTPO"; and Alachua County, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County." Collectively, MTPO and the County are hereinafter referred to as the "Parties."

WITNESSETH:

WHEREAS, Section §163.01, Florida Statutes, known as the Florida Interlocal Cooperation Act of 1969, authorizes local government entities, including cities and counties, to enter into agreements to cooperatively and efficiently use their powers to provide public services that will advance the general health, safety and welfare of their citizens; and

WHEREAS, Rules of the Federal Highway Administration, Title 23 Code of Federal Regulations Part 450, and the Federal Transit Administration, Title 49 Code of Federal Regulations Part 613, and Section 339.175, Florida Statutes, provide for the designation of a metropolitan planning organization for each urbanized area within each state, by the Governor of each state; and

WHEREAS, the Governor of Florida has designated the Metropolitan Transportation Planning Organization as the metropolitan planning organization for the Gainesville Urbanized Area; and

WHEREAS, the Parties wish to enter into an interlocal agreement for the purpose of codifying the staff services and administrative support provided by the County to the MTPO and the applicable compensation;

NOW THEREFORE, in consideration of the premises set forth above and the mutual promises, covenants, duties and benefits set forth herein, and other valuable consideration, the receipt and sufficiency of are hereby conclusively acknowledged, the Parties do agree as follows:

1. Term.

This Agreement shall become effective upon execution by both parties and recording in the Official Records, and continue through September 30, 2027 unless earlier terminated as provided herein. The Parties have the option to extend the Term of this Agreement for additional four-year periods under the same terms and conditions. All extensions shall be in writing, signed by all Parties and filed as provided in paragraph 21.

2. Duties of MTPO.

21. MTPO shall be the recipient of funds authorized by Title 23 United States Code Section 104(f) and those planning funds authorized by Title 49 United States Code Section 5305.

22. MTPO shall provide the required funds to meet staffing and administrative support costs of the County.
23. MTPO shall perform the additional duties as detailed in “**Attachment A: Duties of MTPO.**”

3. Duties of the County.

31. The County will serve as an administrative entity for MTPO and as such the County will be a subrecipient of all MTPO grant funds.
32. The County shall implement policies, decisions, actions, and directives of the MTPO under the direction of the MTPO Executive Director. In the absence of an Executive Director, the MTPO Board may direct County staff in the performance of MTPO related assignments.
33. The County shall have and perform additional duties as detailed in “**Attachment B: Duties of County.**”

4. Payment.

41. In consideration of the provision of services outlined in this Agreement, MTPO shall compensate the County annually as set out below:

<u>County Administrative Services:</u>	
Equal Opportunity	\$1,000
Human Resources	\$5,000 plus actual costs for background checks, employment advertising, level of service pins, etc.
Risk Management	\$1,000 for employee benefit management \$1,000 per employee for Worker’s Compensation Insurance Actual Cost of General Liability Insurance Actual Cost of Directors and Officers Insurance
ITS	\$12,000 Circuit connection to County network \$220 per phone line phone service \$220 per Jabber device \$2400/employee for IT support, including Helpdesk, imaging, hardware standardization, and consultation, text messaging storage and antivirus protection Actual Cost of Software Licenses per machine.
Time Keeping Software	\$65 / employee
Accounting and Treasury Services	\$7,500
Procurement	\$5,000
Legal Services: Standard services	\$7,500
Extraordinary services	Actual Costs of outside counsel, expert witnesses, and litigation expenses
Sr. Fiscal Assistant	1 FTE Actual Cost including benefits

<u>Budgeted, Non-Board Employees; Personnel Policy 4.2(1.e):</u>	
MTPO Employees	Actual Cost including benefits

- 42. The Clerk of Court as Comptroller and Treasurer for the County will allocate and invoice MTPO by the 15th of each month for staff and administrative support services provided under the agreement in the prior month. Fixed fee services will be billed 1/12th per month and pass through costs will be billed based on actual expenditures. As an example, the Clerk will issue an invoice to MTPO on November 15th for services provided the prior month between October 1st – 31st.
- 43. All invoices shall be processed and paid in accordance with the provisions of Chapter 218, Part VII (“Florida Prompt Payment Act”), Florida Statutes.
- 44. The rates and costs contained herein will be increased at the beginning of each County Fiscal year, October 1. The increase shall be by an amount equal to 5%, except for the costs otherwise noted.

5. Notice.

Except as otherwise provided in this Agreement, all notices to be provided under this Agreement from a party to another party must be by one of the following methods: (i) in writing and sent by certified mail, return receipt requested, (ii) by personal delivery with receipt, or (iii) via electronic mail. All notices shall be deemed two (2) business days after mailing, unless delivery is by personal deliver in which case delivery shall be deemed to occur upon actual receipt by another party. For purposes of all notices, the representatives of the County, Clerk and MTPO are:

County:	Clerk:	MTPO:
County Chair	J.K. “Jess” Irby, Esq.	Chair, Executive Director
12 S.E. 1 st Street	12 SE 1 st Street	12 SE 1 st Street
Gainesville, FL 32601	Gainesville, FL 32601	Gainesville, FL 32601
	Attn: Finance and Accounting	

A copy of any notice, request, or approval to the County must also be sent to:

Procurement Division	Growth Management Department
12 SE 1 st Street	10 SW 2 nd Ave
Gainesville, FL 32601	Gainesville, FL 32601
Attn: Contracts	Attn: Director

6. Default and Termination.

- 61. The failure of any party to comply with any provision of this Agreement will place that party in default. The party claiming default shall notify the defaulting party in writing. This notification shall make specific reference to the provision which gave rise to the default. The defaulting party shall have 30 days to cure the default or to enter into an agreement to cure with the complaining party. The County Manager is authorized to provide written notice of default on behalf of the County, and if the default situation is not corrected within the allotted time, the County Chair is authorized to provide final termination notice on behalf of the County to MTPO. The MTPO Executive Director is

authorized to provide written notice of default on behalf of MTPO, and if the default situation is not corrected within the allotted time the MTPO Chair is authorized to provide notice of termination on behalf of MTPO to the County or the Clerk.

62. Additionally, any party may terminate this Agreement without cause by providing no less than 180 days written notice to the other parties. The County Manager is authorized to provide written notice of termination on behalf of the County to the MTPO. The MTPO Executive Director is authorized to provide written notice of termination on behalf of MTPO to the County or the Clerk. The Parties will discontinue all services upon the effective date of the termination and any party's recovery against another shall be limited to that portion of the Agreement amount earned through and including the date of termination, but no party shall be entitled to any other or further recovery against another party, including, but not limited to damages, consequential or special damages, or any anticipated fees or profit.
63. Disputes under this Agreement shall be handled in accordance with Chapter 164, Florida Statutes.

7. Project Records.

- 7.1. All records relating in any manner whatsoever to this Agreement that are in the possession of any party shall be made available to the other parties for inspection and copying upon written request and shall be retained as required by Florida law and schedules published by the Florida Bureau of Archives and Records Management, or federal requirements, whichever shall be greater. Additionally, said records shall be made available, upon request by any party, to any state, federal, or other regulatory authorities and any such authority may review, inspect and copy such records, except for any records that are exempt from the Florida Public Records Act.

8. Sovereign Immunity.

- 8.1. The Parties intend to avail themselves of the benefits of §768.28 and §163.01(9)(a), Florida Statutes, and of other statutes and the common law governing sovereign immunity to the fullest extent possible. In accordance with §163.01(5)(o), Florida Statutes, therefore, one party shall not be jointly liable for the torts committed by the officers, employees, agents, representative or contractors of the other party. Each party shall be solely responsible for the negligent acts and omissions of its officers, employees, agents, representative and contractors, and then only to the extent of the limited waiver of sovereign immunity or limitation of liability specified in §768.28, Florida Statutes. Nothing in this Agreement is intended to inure to the benefit of any third party for the purposes of allowing any claim that would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

9. Assignment of Interest.

- 9.1. No party may assign, convey, pledge, sublet, transfer or otherwise dispose any interest in this Agreement without prior written consent of the other parties.

10. Successors and Assigns.

- 10.1. The County and MTPO each bind the others and their respective successors and assigns in all respects to all of the terms, conditions, covenants and provisions of this Agreement.

11. Third Party Beneficiaries.

11.1. This Agreement does not create any relationship with, or any rights in favor of, any third party.

12. Severability.

12.1. If any provision of this Agreement is declared void by a court of law, all other provisions will remain in full force and effect.

13. Non-Waiver.

14.1. The failure of any party to exercise any right in this Agreement shall not be considered a waiver of such right.

14. Governing Law and Venue.

15.1. This Agreement is governed and construed in accordance with the laws of the State of Florida. Sole and exclusive venue for all actions arising from or related to this Agreement shall be in Alachua County.

15. Attachments.

15.1. All exhibits attached to this Agreement are incorporated into and made part of this Agreement by reference.

16. Amendments.

16.1. The Parties may amend this Agreement only by mutual written agreement that is executed by both Parties and duly recorded in accordance with §163.01(11), Florida Statutes.

17. Captions and Section Headings.

17.1. Captions and section headings used herein are for convenience only and shall not be used in construing this Agreement.

18. Construction.

18.1. This Agreement shall not be construed more strictly against one party than against the others merely by virtue of the fact that it may have been prepared by one of the Parties. It is recognized that all Parties have substantially contributed to the preparation of this Agreement.

19. Counterpart.

19.1. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

20. Recording of Interlocal Agreement and Amendments.

20.1. Upon execution by the Parties hereto, the County shall record this Agreement in the Official Records of Alachua County, Florida, within 10 business days after the execution of this Agreement. All subsequent amendments to this Interlocal Agreement, if any, shall be recorded in the Official Records of Alachua County, Florida, with 10 business days of the execution of the amendment.

21. Entire Agreement.

22.1. This Agreement constitutes the entire agreement and supersedes all prior written or oral agreements, understandings or representations.

IN WITNESS WHEREOF, the Parties have caused this Interlocal Agreement to be approved by their respective Governing Boards and to be executed and delivered on the day and year first above written.

ALACHUA COUNTY, FLORIDA

MTPO

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM

ATTEST

Alachua County Attorney's Office

ATTEST:

CLERK: _____

(COUNTY SEAL)

ATTACHMENT A: Duties of MTPO

1. Adopt and agree to follow the County's Personnel Policies.
2. Adopt and agree to follow the County's Procurement Manual.
3. Define job descriptions, pay plans, and benefit packages for all positions hired.
4. MTPO shall develop an evaluation instrument to review the performance of the Executive Director.
5. MTPO shall hire an Executive Director (ED) and designate as primary point of contact for all MTPO related business.
 - 5.1. Executive Director or designee is required to:
 - 5.1.1. Develop an annual budget with assistance from the County.
 - 5.1.2. Procure office space for MTPO employees
 - 5.1.3. Procure office equipment and technology for all MTPO employees through established County ITS policies and procedures.
 - 5.1.4. Develop Transportation Plans and Programs, including but not limited to:
 - 5.1.4.1. A Unified Planning Work Program as required by Title 23 Code of Federal Regulations Section 450.308 (b) and (c);
 - 5.1.4.2. A Transportation Plan addressing no less than a 20-year planning horizon, as required by Title 23 Code of Federal Regulations Section 450.322;
 - 5.1.4.3. An annually updated Transportation Improvement Program as required by Title 23 Code of Federal Regulations Section 450.324; and
 - 5.1.4.4. An annually updated List of Priority Projects as required by Section 339.175(8)(a), Florida Statutes.
 - 5.1.5. Maintain all files for all administrative documents and maintain website for all outward-facing/public documents (e.g., contact info, rosters, bylaws, agendas, minutes, draft and final planning documents) for the Metropolitan Transportation Planning Organization and committees, subcommittees and ad-hoc committees created by the MTPO.
 - 5.1.6. Draft the agenda and supporting documentation for all MTPO meetings.
 - 5.1.7. Properly advertise and provide public notice for all MTPO meetings.
 - 5.1.8. Record and take minutes for all MTPO meetings.
 - 5.1.9. Implement policies established and approved by the MTPO Board.
 - 5.1.10. Provide staff support and coordination for the Technical Advisory Committee, Community Advisory Committee, and Bicycle Pedestrian Advisory Board, and submit plans and programs developed to said Technical Advisory Committee as directed by the Metropolitan Transportation Planning Organization.
 - 5.1.11. Maintain and use a documented Public Involvement Plan as approved by the Metropolitan Transportation Planning Organization – and required by Title 23 Code of Federal Regulations 450.210 – that defines a process for providing citizens, affected public agencies, representatives of affected transportation sectors, and other interested parties with reasonable opportunities to be involved in the metropolitan transportation planning process.

ATTACHMENT B: Duties of the County

1. Authorize MTPO employees to be budgeted by the County as Non-Board employees under Personnel Policy 4-2(1.e.).
 - 1.1. All MTPO positions under this classification would be funded through MTPO grants and report to the Executive Director, with the exception of the Executive Director. The Executive Director serves at the pleasure of the MTPO Board.
2. Provision of one office space for Executive Director for up to one year or until such time as the Executive Director can procure independent office space.
3. Provide Administrative Services including the following:
 - 3.1. Budgeting Assistance
 - 3.2. Accounting and Treasury Services
 - 3.2.1. Provide an Imprest Account of up to \$150,000 for cash flows purposes.
 - 3.2.2. Handle all cash receipts and revenue collections.
 - 3.2.3. Manage investments and produce monthly bank reconciliations.
 - 3.2.4. Process all vendor payments.
 - 3.2.5. Provide payroll services for MTPO staff.
 - 3.2.6. Record fixed assets and oversee disposal of surplus property.
 - 3.2.7. Reconcile grant expenditures to SERA or other appropriate FDOT approved system each month.
 - 3.2.8. Oversee financial reporting and the annual audit, including preparation of audited annual financial report and Single Audit.
 - 3.2.9. Serve as Fiscal Agent for MTPO.
 - 3.3. Human Resources
 - 3.3.1. Hiring
 - 3.3.2. New Hiring Processing
 - 3.3.3. Job Classification
 - 3.3.4. Employee/Labor Relations
 - 3.3.5. General Human Resources duties
 - 3.3.6. Employee Development and Training
 - 3.4. Equal Opportunity
 - 3.4.1. Provide Guidance to MTPO on Equal Opportunity issues
 - 3.4.2. Oversee ADA Compliance:
 - 3.4.2.1. Conduct site reviews of service locations/physical access

- 3.4.2.2. Conduct ADA training; monitor accessibility of programs and services
- 3.4.2.3. Respond to employee accommodation requests
- 3.4.3. Monitor Language Access Compliance
- 3.4.4. Investigate Complaints of Discrimination/Harassment
- 3.4.5. Conduct Staff Training/New Employee EO Orientation
- 3.4.6. Complete Annual EO Monitoring Questionnaire in Preparation for Desk/Onsite Audit by the State Equal Opportunity Officer EO Officer

3.5. Risk Management

- 3.5.1. New Employee Benefits Orientation
- 3.5.2. Benefits Administration
- 3.5.3. Payroll entry/changes/termination
- 3.5.4. Bill reconciliation
- 3.5.5. Retirement for Florida Retirement System (FRS)
- 3.5.6. Life Insurance Claims
- 3.5.7. Deferred Compensation Administration
- 3.5.8. Flexible Spending Plans Administration
- 3.5.9. Annual 1095C processing
- 3.5.10. Benefits Issues
- 3.5.11. Coverage Issues
- 3.5.12. Claims Issues
- 3.5.13. Open enrollment
- 3.5.14. Retiree Administration
- 3.5.15. Retiree Life Insurance
- 3.5.16. Life Insurance Claims
- 3.5.17. Retiree Health Administration
- 3.5.18. Retiree Subsidy
- 3.5.19. Wellness and Occupational Health Program Administration
- 3.5.20. Ongoing wellness events and programs including incentive program
- 3.5.21. Prehire and employment drug testing
- 3.5.22. Provide General Liability, General Liability, Directors and Officer (D&O) insurance and Workers Compensation Insurance.

3.6. Information Technology Services

- 3.6.1. All Information and Technology services customarily delivered to the County Departments

3.7. Legal Services

- 3.7.1. All legal services customarily delivered to the County Departments
- 3.7.2. Extraordinary services including litigation, outside counsel and, expert witnesses

3.8. Procurement

- 3.8.1. All procurement and contract development services customarily delivered to County Departments:

- 3.8.1.1. Planning and Scheduling - Procurement plans and schedules activities to meet your purchasing needs. Once a Purchase Order Request (POR) is received, the appropriate procurement method(s) (i.e. phone quote, written quote, Bid, RFP, etc.) are determined and a calendar is built to ensure that the process is in accordance with established timeframes within the procurement manual.

- 3.8.1.2. Source Selection - Procurement manages the solicitation process from the beginning of the POR through the final award of the solicitation.

- 3.8.1.3. Solicitation Award - If the solicitation award requires a Purchase Order (PO) then Procurement will issue the PO and ensure that the proper signatures are obtained.

- 3.8.1.4. Contract Creation/Compliance - Primarily completed by MTPO staff but Procurement assists when needed, primarily with vendor issues.

- 3.8.1.5. Procurement provides individual and group training during the year and at year-end.

- 3.8.1.6. Procurement Card Administration:

- 3.8.1.6.1. The P-Card administrator acts as the intermediary for establishing and maintaining Bank of America Reports and for coordinating all Cardholder maintenance which includes all ads, changes, card overrides and card closures.

- 3.8.1.6.2. Assists with erroneous declines, unresolved supplier disputes, lost/stolen cards and fraudulent charges.

- 3.8.1.7. Amazon Prime Business Program Manager:

- 3.8.1.7.1. Assign accounts to users.

- 3.8.1.7.2. Monitor spending and ensure compliance with all policies and procedures.