

## **AMENDED AND RESTATED MPO STAFF SERVICES AGREEMENT**

**THIS AMENDED AND RESTATED MPO STAFF SERVICES AGREEMENT** is made by and between the Collier Metropolitan Planning Organization (the "MPO") and Collier County, Florida, a political subdivision of the State of Florida, effective this 24<sup>th</sup> day of May, 2022.

### **WITNESSETH:**

**WHEREAS**, the MPO, pursuant to the power conferred upon it by Section 339.175, Florida Statutes, and Article 5 of the Amended And Restated Interlocal Agreement for Creation of the Collier Metropolitan Planning Organization (the "Interlocal Agreement") between the Florida Department of Transportation ("FDOT"); Collier County (the "County"); the City of Marco Island; the City of Naples; and Everglades City, dated February 26, 2015, which was subsequently Amended and Restated effective May 28, 2019, the MPO may employ personnel and/or enter into 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 as necessary to fulfill its responsibilities and obligations as required by law; and

**WHEREAS**, pursuant to the aforesaid Interlocal Agreement executed between the County, the City of Marco Island, the City of Naples, Everglades City and the FDOT, it is contemplated that County personnel will perform the substantial portion of each task provided for in 23 Code of Federal Regulations (CFR) Part 450 and Chapter 339.175 Florida Statutes 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**, Section 339.175, Florida Statutes provides, in part, that a Metropolitan Planning Organizations' Executive Director reports directly to his or her Governing Board, and that the Executive Director and staff are employed by the Metropolitan Planning Organization or through a staff services agreement between the Metropolitan Planning Organization and another governmental entity; and

**WHEREAS**, it is deemed by the parties to be appropriate and necessary that the duties and obligation of the County, in relation to its role providing staff and services to the MPO, be defined and fixed by formal agreement.

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

### **1.00 Purpose**

For the reasons recited in the preamble, which are hereby adopted as part hereof, this Agreement is to provide for professional services to carry out the terms of the Interlocal Agreement and any other agreement to which the MPO is a party, and to provide staff services and support for the

administration of the MPO.

## **2.00 Scope of Services**

It is agreed by the County that it shall furnish the MPO with the staff necessary for professional, technical, administrative, and clerical services, equipment, office and other space, and other incidental items as may be required and necessary to manage the business and affairs of the MPO and to carry on the transportation planning and programming process specified by the Interlocal Agreement and any other agreement to which the MPO is a party; 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 County in the annual Unified Planning Work Program (UPWP) budget and all approved budgets and management reports under federal or State grant contracts with the MPO. The County's annual charge for furnishing office space to the MPO, including all common area maintenance and utility costs, shall be \$15,249; as more specifically provided in a separate lease agreement executed by the parties.

To minimize disruption, the County shall furnish the MPO with the aforementioned office and other space so as to be continuously co-located with the Collier County Growth Management Department and shall make reasonable efforts to avoid frequent relocation of said office and other space.

The MPO is responsible for the selection of, and execution of an employment agreement with, the Executive Director of the MPO. Each year, the MPO shall review and evaluate the performance of the MPO Executive Director in accordance with the performance-based merit plan as provided in the Collier Metropolitan Planning Organization/Executive Director Employment Agreement.

The MPO authorizes the MPO Executive Director to secure FDOT approval for amendment of UPWP tasks, which change their dollar value by an amount less than or equal to \$25,000, and which do not change their scope or the total approved funds for the UPWP. Any amendment of the UPWP greater than \$25,000 shall require the approval of the MPO.

The UPWP shall be prepared by the MPO Staff in cooperation with all related State and federal agencies and MPO committees in accordance with the rules and regulations governing the MPO and shall be subject to the approval of the MPO before submittal to State or federal agencies.

### **2.01 MPO Executive Director**

The MPO Executive Director shall be responsible to the MPO for the conduct of the transportation planning process as detailed in the UPWP as well as the appointment, assignment, direction, and control of all personnel necessary thereto; the development of an appropriate organizational structure to carry out the responsibilities set forth in the Agreement; and the development of procedures to monitor and coordinate the planning process, as well as the overall administration of MPO programs. Changes to the number of MPO staff positions shall be subject to the approval of the MPO Board.



## 2.05 Financial Administration

- a. The financial records and accounts of the MPO including revenue receipts and expenditures shall be administered by the County in accordance with its ordinary procedures.
- b. Contracts and bids for the purchase of MPO materials and services shall be in accordance with County procedures for the same purposes and the MPO adopts by reference the County's Purchasing Ordinance, Policy and any administrative regulations governing procurement matters. The MPO shall review and approve all Requests for Proposals (RFP), Requests for Professional Services (RPS), and subsequent contracts. Contracts and bids for the purchase of materials and services using PL, FTA and TD funds allocated to the MPO and identified in the UPWP will be in accordance with County procedures, but any actions taken within the authority of the MPO relating to such matters shall be independent of Board of County Commissioners (BCC) approval.
- c. Through the adoption of this Agreement, the MPO adopts the United States Department of Transportation's goals regarding the procurement of services from firms registered as Disadvantaged Business Enterprises (DBE). In addition, the MPO adopted a DBE Policy in accordance with FDOT's DBE Plan.

## 2.06 Information Technology and Office Equipment

- a. The MPO may need to purchase, maintain and upgrade office equipment, office / computer hardware, software, and other resources. This may include, but is not limited to, the purchase of office equipment such as printers, facsimile machine, copier, computers and hardware upgrades, reference documents, software and supporting maintenance. Grant funds allocated to the MPO and identified in the UPWP for such requirements will be used. All resources purchased by the MPO shall be the property of the MPO. Collier County's Information Technology department is responsible for all maintenance of MPO computers and may be paid for services through annual interdepartmental allocations. The Executive Director and MPO staff shall comply with all County rules governing the use of the County's computer network.
- b. All proposed equipment purchased by the MPO with grant funds must comply with 2 C.F.R. Part 200 and all other applicable rules, regulations and laws (both State and federal), as appropriate.

## 2.07 County Staff Assistance

- a. The MPO may on occasion request additional administrative or public relations assistance due to MPO staff turnover or attrition. Such temporary assistance may be provided upon the MPO Executive Director and the County Manager or his/her designated representative reaching agreement on the appropriate re-allocation of County personnel on a case-by-case basis.
- b. The MPO may on occasion request GIS assistance to update various MPO maps and GIS data files. Such assistance may be provided upon agreement reached in the same manner set forth in the above subsection (a).
- c. If the MPO utilizes such temporary assistance from the County, the County will be reimbursed through an interdepartmental transfer at the actual cost of the utilized employee's salary, plus any other actual documented additional cost. County staff time spent supporting MPO activities shall be documented on the MPO timesheet, approved by the MPO Executive Director.

## 3.00 Reimbursement to the County

The MPO hereby agrees that it shall reimburse the County 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. The determination of eligible costs shall be in accordance with 2 CFR § 200 and all other applicable rules, regulations, and laws (both State and federal), as appropriate. Administration over grants will also follow the policies and procedures set forth in the County's Grant Administration Handbook and CMA 5330, which is compliant with 2 CFR Part 200.

### 3.01 Local Share

The MPO will provide cash or in-kind services for the required match for federal funds from the Federal Highway Administration (FHWA), the Federal Transit Association (FTA), FDOT and the Florida Commission for Transportation Disadvantaged (CTD), where appropriate. These funds may also be derived from financial contributions made by the MPO's member local governments, including Collier County and the Cities of Naples, Marco Island and Everglades City.

### 3.02 Invoices and Progress Reports

The MPO shall provide to the FDOT or appropriate federal agencies quarterly progress reports and invoices for reimbursement for all federal grants with FHWA, FTA and State grants received through the CTD. The progress reports and invoices shall be in sufficient detail for audit purposes.



### 3.03 Payment

Payment to the County of all monies by the MPO is contingent upon the MPO first receiving the funds for the work tasks from the FDOT, FHWA, FTA or CTD. Requests for County services may not be made unless sufficient funding is available to reimburse the County for related expenditures.

### 3.04 Travel Expenses

Reimbursement from federal and State funds for per diem and mileage expenses incurred by MPO staff and Board members for MPO business shall be consistent with the federal government rates.

### 4.00 Information and Reports

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

### 5.00 Continuity of Operations Plan (COOP)

The MPO shall adhere to Collier MPO's Continuity of Operations Plan (COOP). The COOP is consistent with Collier County's Comprehensive Emergency Management Plan (CEMP). Collier County shall provide the MPO with an alternate facility for a reasonable period if one is required.


### 6.00 Amendment of Agreement

The County 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.


This Agreement shall become effective upon approval by the MPO and the County and remain in effect for a period of three years. At that time, the MPO shall review this Agreement to determine if any changes are warranted.

IN WITNESS WHEREOF, the undersigned parties have caused this Staff Services Agreement to be duly executed on their behalf as of the effective date set forth above.

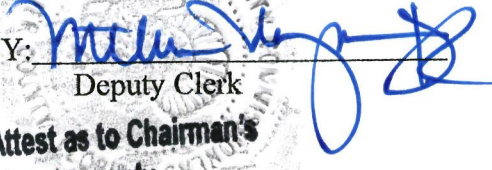
COLLIER COUNTY  
BOARD OF COUNTY COMMISSIONERS

By:   
Commissioner William L. McDaniel, Jr.,  
Chairman


COLLIER  
METROPOLITAN PLANNING  
ORGANIZATION

By:   
Council Member Paul Perry  
Collier MPO Chair

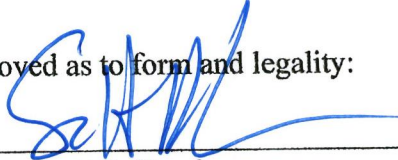
ATTEST:  
Crystal K. Kinzel, Clerk of the Circuit  
Court and Comptroller

BY:   
Deputy Clerk  
**Attest as to Chairman's  
signature only.**

ATTEST:

BY:   
Anne McLaughlin  
Collier MPO Executive Director

Approved as to form and legality:

BY:   
Scott R. Teach  
Deputy County Attorney

### THIRD AMENDMENT TO LEASE AGREEMENT

THIS THIRD AMENDMENT TO LEASE AGREEMENT ("Amendment") is entered into this 24th day of May, 2022, by and between COLLIER METROPOLITAN PLANNING ORGANIZATION (COLLIER MPO) transportation planning agency created pursuant to F.S. 339.175, whose mailing address is 2885 South Horseshoe Drive, Naples, Florida 34104, hereinafter referred to as "Lessee," and COLLIER COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "Lessor," collectively stated as the "Parties."

#### RECITALS:

WHEREAS, Lessee and Lessor entered into a Lease Agreement dated October 23, 2012, a copy of which is attached hereto; and

WHEREAS, the "Agreement Term," pursuant to Paragraph 6 of the Lease Agreement was October 23, 2012 through June 26, 2014, subject to renewals provided therein; and

WHEREAS, the Lease Agreement was automatically renewed pursuant to the provisions set forth in Paragraph 6; and

WHEREAS, on June 28, 2016, the Parties entered into a First Amendment to the Lease Agreement further extending the termination date of the Lease Agreement through June 30, 2019, a copy of which is attached hereto; and

WHEREAS, on May 28, 2019, the Parties entered into a Second Amendment to the Lease Agreement increasing the rental rate by \$1.00 per sq. foot, to a total of \$21.00 per sq. foot, and further extending the termination date of the Lease Agreement through June 30, 2022, a copy of which is attached hereto; and

WHEREAS, the Parties wish to further amend the Lease by extending the termination date of the Lease Agreement for an additional three-year period through and including June 30, 2025, and by increasing the rental rate from \$21.00 per square foot to \$23.00 per square foot (for 663 square feet of office space), which amounts to annual rental amount of \$15,249.

#### WITNESSETH:

**NOW, THEREFORE**, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration exchanged amongst the parties, and in consideration of the covenants contained herein, the Parties agree as follows:

1. The termination date set forth in Paragraph 6 of the Lease Agreement is hereby extended to June 30, 2025.
2. Numbered Paragraph 7 of the Lease Agreement is amended, as follows:



7. Rent. Lessee hereby covenants and agrees to pay as rent for the Premises the sum of ~~\$3,480.75~~ \$3,812.25 quarterly, which sum shall be due and payable on or before the following dates of each year of the lease: October 1<sup>st</sup>, January 1<sup>st</sup>, April 1<sup>st</sup>, and July 1<sup>st</sup>.
3. The effective date of the new rental rate shall commence on July 1, 2022.
4. Except as expressly provided herein, the Lease Agreement remains in full force and effect according to the terms and conditions contained therein. If there is a conflict between the terms of this Third Amendment and the Lease Agreement dated October 23, 2012, the terms of this Amendment shall prevail.

IN WITNESS WHEREOF, the Lessee and Lessor have hereto executed this Third Amendment to Lease Agreement the day and year first above written.

AS TO THE LESSEE:

COLLIER METROPOLITAN PLANNING  
ORGANIZATION, a regional transportation  
planning agency created pursuant to F.S. 339.175

By: \_\_\_\_\_

Collier MPO Chair

Paul Perry

WITNESSES

[Signature]  
First Witness (signature)

Brandy Otero  
(print name)

[Signature]  
Second Witness (signature)

Anne McLoughlin  
(print name)



ATTEST:

Crystal K. Kinzel, Clerk of Courts  
And Comptroller

By: 

Attest as to Chairman's Deputy Clerk  
signature only.

Approved as to form and legality:



Scott R. Teach  
Deputy County Attorney

BOARD OF COUNTY COMMISSIONERS  
COLLIER COUNTY, FLORIDA

By: 

William L. McDaniel, Jr., Chairman