

**LOCAL MATCH AGREEMENT
COLLIER METROPOLITAN PLANNING ORGANIZATION
SAFE STREETS AND ROADS FOR ALL
ACTION PLAN GRANT**

THIS LOCAL MATCH AGREEMENT (the "Agreement") is made and entered into this 12 day of September, 2023, by and between the Collier Metropolitan Planning Organization (hereinafter referred to as the "Collier MPO"), whose address is 2885 South Horseshoe Dr, Naples, FL 34104, and the Board of County Commissioners of Collier County, Florida, as the governing body of Collier County, a political subdivision of the State of Florida, whose address is 3299 Tamiami Trail East, Naples, Florida 34112 (hereinafter referred to as the "County") (the Collier MPO and the County may be collectively referred to herein as the "Parties," or each individually referred to as a "Party").

RECITALS:

WHEREAS, Public Law 117-58, the Infrastructure Investment and Jobs Act, established the United States Department of Transportation's Safe Streets and Roads for All ("SS4A") Action Plan grant program, which appropriated funds to support the development of local Comprehensive Safety Action Plans to reduce fatalities and serious injuries for all roadway users, including pedestrians, bicyclists, public transportation, personal conveyance and micromobility users, motorists, and commercial vehicle operators; and

WHEREAS, on September 9, 2022, the Collier MPO approved the filing of a SS4A Action Plan grant application and authorized its Executive Director to file the application for \$200,000 in Federal funds and \$50,000 in local matching funds for a total amount of \$250,000, along with all required documents, and to take any action necessary to obtain approval of such grant fund application; and

WHEREAS, on September 13, 2022 (Agenda Item 16.A.36), the County approved contributing \$40,000 in County funds towards meeting the local matching funds requirement, subject to the Collier MPO contributing \$10,000 in local funds, and with the condition that the Parties enter into an agreement with deliverables should the grant be awarded, prior to acceptance of the grant by the Collier MPO; and

WHEREAS, on February 23, 2023, the Florida Division of the Federal Highway Administration ("FHWA") notified the Collier MPO that the U. S. Department of Transportation selected the Collier MPO to receive an SS4A Action Plan grant subject to the Collier MPO entering into a formal Grant Agreement with the FHWA; and

WHEREAS, pursuant to Florida Statute, § 339.175, the Collier MPO is considered an entity separate from the State and the local governments representing the governing board of the Collier MPO, and as such the Collier MPO possesses such powers and privileges allowing it to enter into agreements and to perform all acts required by federal or State law that are necessary to qualify for federal aid action, including entering into interlocal agreements enabling them to

cooperate with other localities on the basis of reaching a mutual advantage as provided in Florida Statute, § 163.01, the Florida Interlocal Cooperation Act of 1969; and

WHEREAS, the Collier MPO and the County have a longstanding complimentary and mutually beneficial fiscal relationship in place established by the Amended and Restated MPO Staff Services Agreement (see Exhibit 1, attached), which promotes the highest utilization of staff and County-owned facilities at reasonable expense to the taxpayers, and promotes the furtherance of the MPO's mission; and

WHEREAS, the MPO and the County wish to jointly enter into this Local Match Agreement to memorialize their agreed upon terms and conditions pertaining to the Parties' respective financial contributions for the 20% local match funding toward the \$200,000 SS4A Action Plan grant as further set forth below.

WITNESSETH:

NOW, THEREFORE, in consideration of \$10.00 and other good and valuable consideration exchanged between the Parties, the Parties agree as follows:

1. **Recitals.** All of the above recitals and any exhibits referenced therein are true and correct and are hereby expressly incorporated herein by reference as if set forth fully below.
2. **Payment Terms.** The County and the Collier MPO hereby collectively agree to reimburse up to \$50,000 in local match funds for services provided in furtherance of the SS4A Action Plan grant program (hereafter the "SS4A Grant"), pursuant to the terms and conditions set forth herein.
3. **Responsibilities of Collier County.** The County shall dedicate to the Collier MPO local matching funds in the amount of \$40,000 for the SS4A Grant project, which the Collier MPO will apply towards the payment of invoices for services provided in furtherance of satisfying the SS4A Grant project at the rate of 16% of each invoice for services provided, up to the maximum amount of the \$40,000 in local matching funds provided by the County.

The County agrees to provide its \$40,000 in dedicated local matching funds through an interdepartmental transfer.

4. **Responsibilities of the Collier MPO.** The Collier MPO shall dedicate local matching funds in the amount of \$10,000 for the SS4A Grant project, which the Collier MPO will apply towards the payment of invoices for services provided in furtherance of satisfying the SS4A Grant project at the rate of 4% of each invoice for services provided, up to the maximum amount of the \$10,000 in local matching funds provided by the Collier MPO.

The Collier MPO agrees to:

- i. Provide \$10,000 of its local funds as part of the required local match.
- ii. To submit a budget amendment request to the County for the \$40,000 County local funding match.

- iii. Process an amendment to the MPO's FY2023-2024 Unified Planning Work Program to add the SS4A Action Plan grant.
 - iv. Manage the grant award and the development of the Comprehensive Safety Action Plan in compliance with the Amended and Restated MPO Staff Services Agreement between the Collier MPO and the County effective May 24, 2022.
 - v. Provide the County with an electronic copy of the final FHWA approved Comprehensive Safety Action Plan as a deliverable.
5. **Reimbursement Terms.** Each invoice for which payment is reimbursed from the local matching funds provided by the County and the Collier MPO shall be supported by the following documentation included with each payment application:
 - a. A Progress report toward completion of the services being provided.
 - b. Supporting documentation for the period of services being billed shall include invoices specifically documenting the date, time, and type of services provided.
 - c. Proof of payment/reimbursement shall be recorded for each invoice paid.
6. **Term of the Agreement and Termination.** This Agreement shall become effective upon the final approval by both the Collier MPO and the County, and shall remain in effect until the completion of the Comprehensive Safety Action Plan on or before November 30, 2025. This Agreement shall automatically terminate on November 30, 2025, unless the Collier MPO and the County renew or extend the Agreement via a separate written instrument mutually agreed upon by the Parties.
7. **Applicable Law.** Any disputes arising in connection with this Agreement shall be governed and interpreted by the laws of the State of Florida without regard to its conflict of law provisions.
8. **Non-Waiver.** None of the provisions of this Agreement shall be considered waived by any Party unless such waiver is given in writing and accepted in writing by the other Party. No such waiver shall be a waiver or any past or future default, breach or modification of any of the terms, provision, conditions or covenants of the Agreement unless expressly set forth in such waiver.
9. **Entire Agreement / Amendments.** This Agreement shall constitute the entire understanding and agreement between the Parties with respect to the subject matter hereof and replace and supersede all prior understandings, communications, agreements or arrangements between the Parties with respect to this subject matter, whether oral or written. This Agreement may only be amended as agreed to in writing by both Parties.
10. **Maintenance of Records.** Consultants, contractors, and entities (hereafter "Contractors") of any kind that are engaged to provide services to produce the Comprehensive Safety Action Plan shall keep adequate records and supporting documentation concerning or reflecting its services hereunder. Such records and documentation shall be retained for a

minimum of seven years from the date of termination of this Agreement or the date the Project is completed, whichever is later. The Collier MPO and the County, or any duly authorized agents or representatives of the Collier MPO and the County, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the seven year period noted above. All agreements with Contractors providing services to produce the Comprehensive Safety Plan shall contain the following language:

- a. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**Collier MPO
Custodian of Public Records
2885 South Horseshoe Drive
Naples, FL 34104
Telephone: (239) 252-5814
Email:
collier.mpo@Colliercountyfl.gov**

**Collier County
Communications & Customer Relations
3299 Tamiami Trail East, Suite 102
Naples, FL 34112
Telephone: (239) 252-8999
Email:
PublicRecordsRequest@colliercountyfl.gov**

- b. The Contractor shall:
- i. Keep and maintain public records required by the Collier MPO and the County to perform the service.
 - ii. Upon request from the Collier MPO or the County's custodian of public records, provide the Collier MPO or the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119.0701 F.S. or as otherwise provided by law.
 - iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the Collier MPO and the County.
 - iv. Upon completion of the contract, transfer, at no cost, to the Collier MPO and the County all public records in possession of the contractor or keep and maintain public records required by the Collier MPO and the County to perform the service. If the contractor transfers all public records to the Collier MPO and the County upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the

contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Collier MPO and the County, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the Collier MPO and the County.

IN WITNESS WHEREOF, the Parties hereto have each, respectively, by an authorized person or agent, executed this Agreement on the date and year first written above.

Collier County:

ATTEST:

CRYSTAL KINZEL, Clerk of
the Circuit Court of Comptroller

By: 

Date: 9/26/2023

Attest as to originality
signature only

**BOARD OF COUNTY COMMISSIONERS
OF COLLIER COUNTY, FLORIDA**

By: 

Rick LoCastro, Chair

Collier MPO

ATTEST:

By: 

Anne McLaughlin, Executive Director

Date: 10/13/23

Collier MPO

By: 

Greg Folley, Chairman
City of Marco Council Member

Approved as to form and legality:

By: 

Scott R. Teach,
Deputy County Attorney

EXHIBIT 1

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 24th 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.

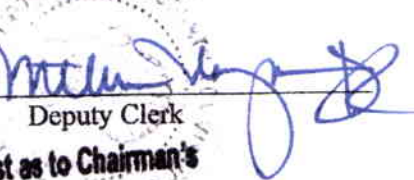
COLLIER COUNTY
BOARD OF COUNTY COMMISSIONERS

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

COLLIER
METROPOLITAN PLANNING
ORGANIZATION

By: 
Council Member Paul Perry
Collier MPO Chair

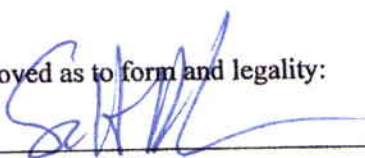
ATTEST:
Crystal K. Kinzel, Clerk of the Circuit
Court and Comptroller

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

