

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding hereafter to be called the **MPO Management Services Agreement** made and entered into this 1st day of July , 2013 by and between the **Metropolitan Planning Organization** hereinafter called the **MPO** and **Miami- Dade County, Florida** hereinafter called the **County**.

WITNESSETH:

WHEREAS, the MPO, pursuant to the power conferred upon it by Section 5.01 and 5.03 of the Interlocal Agreement between the Board of County Commissioners, the Dade County School Board and the Florida Department of Transportation dated March 2, 1977, may enter into agreements, other than interlocal 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, and

WHEREAS, pursuant to the aforesaid Interlocal Agreement and Section 339.175, Florida Statutes, the MPO may enter into an agreement with Miami-Dade County for the purpose of utilizing county personnel to perform a substantial portion of each task necessary to carry out the transportation planning and programming process mandated by Federal regulations as a condition precedent to the receipt of Federal funds for the planning, construction or operation of transportation programs and projects, and

WHEREAS, it is deemed by the parties to be appropriate and necessary that the duties and obligations of the County in relation to its role as a participating agency in the planning process be defined and fixed by formal agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises, 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 Urban Transportation Planning Agreement between the MPO and the FDOT and to provide personnel for the administration of the MPO.

2.00 Definitions

- .01 "County" shall mean Miami-Dade County, Florida.
- .02 "FDOT" shall mean the Florida Department of Transportation.
- .03 "MPO" shall mean the Metropolitan Planning Organization for the Miami Urbanized Area designated by the Governor.
- .04 "Executive Director" shall mean the Executive Director of the Metropolitan Planning Organization.
- .05 "UPWP" shall mean the Annual Unified Planning Work Program required by Federal Regulations (Subpart A 450.114 (c)).

3.00 Scope of Services

It is agreed by the County that it shall furnish the MPO with the professional, technical, administrative and clerical services, the supplies, the equipment, the offices and other space, and such 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 Urban Transportation Planning Agreement between the MPO and the FDOT dated March 23, 1977; 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 under Federal or State grant contracts with the MPO. It is further agreed:

.01 Executive Director

An Executive Director of the MPO shall be selected by a majority vote of the whole number of voting members of the Governing Board. The Executive Director shall serve at the pleasure of the MPO Governing Board. The Executive Director shall report to the Governing Board of the MPO. The MPO Governing Board shall determine the compensation and benefits of the Executive Director, based upon recommendations from a committee selected by the MPO Governing Board. The Executive Director shall have the following duties and functions coordinating the activities of the various structures established by the Interlocal Agreement heretofore mentioned: conducting the transportation planning process as directed by the MPO Governing Board; preparing the agenda of the MPO Governing Board, which shall be approved by the Chairperson of the MPO; preparing the agenda for the Technical Advisors; preparing resolutions and other appropriate documents; scheduling meetings; giving notices; keeping minutes; coordinating and monitoring the activities of the various sub-structures; preparing an annual report; preparing such interim reports as may be required; developing and implementing operating procedures necessary to carry out the functions and duties of the Executive Director; directing the implementation of policies established by the MPO Governing Board; performing such other duties as may be assigned by the MPO Governing Board; and reporting directly to the MPO Chairperson regarding the day-to-day operations of the MPO. In the absence of the MPO Chairperson, the Executive Director shall report directly to the MPO Vice Chairperson. The Executive Director shall also be responsible for: the appointment, assignment, direction, and control (including promotions, demotions, discipline and salary adjustments) of all personnel necessary thereto; the development of an appropriate organizational structure to carry out the responsibilities set forth in this agreement; and the development of procedures to monitor and coordinate the planning process.

.02 Technical Advisors

The head of each county department or agency participating in the transportation planning process shall be deemed a technical advisor in the field of his/her competency and shall be expected to provide the MPO with expert advice or perform such duties incident thereto as the County Mayor shall assign.

.03 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 for specific needs.

.04 Annual Budget

The Executive Director shall have prepared an annual budget on October 1 to September 30 fiscal year basis which shall be approved by the MPO Governing Board. The budget shall identify funding sources, participating agencies and the level of participation by the various agencies.

.05 Financial Administration

.05.1 The Records and accounts of the MPO shall be administered by the County in accordance with accounts and accounting procedures which shall be developed by the County for the MPO.

.05.2 Contracts and bids for the purchase of materials and services shall be in accordance with County procedures for the same purposes, with the exception that action of the MPO Governing Board with respect to such requests shall be final. There shall be no need to submit these contracts and bids to the Board of County Commissioners or any committee of the Board of County Commissioners for consideration. The MPO Executive Director shall appoint selection/evaluation/negotiation committees and make all contract award recommendations to the MPO Governing Board.

The MPO may authorize the issuance of requests for proposals and qualifications (RFP/RFQ), bids and any addenda. The County shall provide technical and logistical support in the procurement process to ensure compliance with Federal, State and County procurement requirements.

.05.3 Deposit of Funds- All monies received by the MPO shall be deposited with the County in a trust account and applied only in accordance with Federal or State law.

4.00 Reimbursement of 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 and in accordance with the procedures established pursuant to Section 3.05 of this agreement.

5.00 Consultants

It is agreed by parties that nothing in this agreement shall limit or preclude the prerogative of the MPO to enter into contracts for other professional consultant services to perform such tasks as the MPO may deem appropriate.

6.00 Execution of Agreement

This Agreement may be simultaneously executed in several counterparts, each of this so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument.

7.00 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 said Agreement after presenting, in written form, a notice of intent to withdraw, to the other parties, at least 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.

8.00 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.

9.00 Confirmation of Agreement

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

10.00 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.

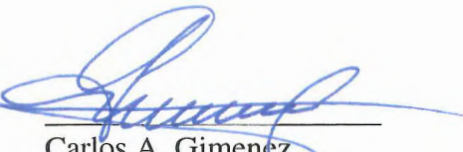
11.00 Severability

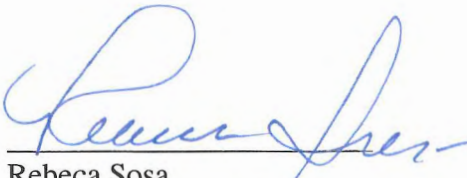
Should any section, sentence or clause of this Agreement be deemed unlawful by a Court of competent jurisdiction, no other provision hereof shall be affected and all other provisions of this Agreement shall continue in full force and effect.

12.00 Effective Date

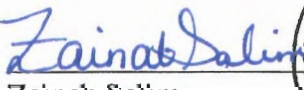
This Agreement shall be effective upon the filing of a fully executed copy of this Agreement with the Clerk of the Board of Miami-Dade County, Florida, pursuant to Section 163.01(11), Florida Statutes. This agreement, upon the effective date, shall supersede and replace the MPO Management Services Agreement between the MPO and the County entered into on November 30, 1995.

In Witness Whereof, the undersigned parties have caused this Memorandum of Understanding to be duly executed this 1st day of July, 2013.

By: 
Carlos A. Gimenez
Title: Mayor of Miami-Dade County


By: 
Rebeca Sosa
Title: Chairwoman, MPO Governing Board

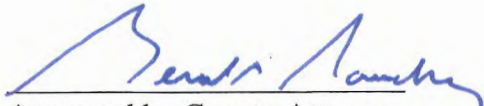
Attest: Harvey Rubin
Clerk of the Board of County Commissioners

Attest: 
Zainab Salim
Title: Clerk, MPO Governing Board

By: 
Title Deputy Clerk




Approved by County Attorney
as to form and legal sufficiency


Approved by County Attorney
as to form of legal sufficiency