OFFICIAL FILE COPY
CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

MEMORANDUM

Agenda Item No. 14(A)(3)

TO: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: June 18, 2013

FROM: R. A. Cuevas, Jr.
County Attorney

SUBJECT: Resolution approving Interlocal Agreement for Administrative Services by and between Miami-Dade County and the Miami-Dade Metropolitan Planning Organization

Resolution No. R-484-13

The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Commissioner Dennis C. Moss.

R. A. Cuevas, Jr.
County Attorney

RAC/lmp

MEMORANDUM
(Revised)

TO: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: June 18, 2013

FROM: R. A. Cuevas, Jr.
County Attorney

SUBJECT: Agenda Item No. 14(A)(3)

Please note any items checked.

_____ **"3-Day Rule" for committees applicable if raised**

_____ **6 weeks required between first reading and public hearing**

_____ **4 weeks notification to municipal officials required prior to public hearing**

_____ **Decreases revenues or increases expenditures without balancing budget**

_____ **Budget required**

_____ **Statement of fiscal impact required**

_____ **Ordinance creating a new board requires detailed County Mayor's report for public hearing**

_____ **No committee review**

_____ **Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous _____) to approve**

_____ **Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 14(A)(3)
6-18-13

RESOLUTION NO. R-484-13

RESOLUTION APPROVING INTERLOCAL AGREEMENT FOR ADMINISTRATIVE SERVICES BY AND BETWEEN MIAMI-DADE COUNTY AND THE MIAMI-DADE METROPOLITAN PLANNING ORGANIZATION

WHEREAS, the Miami-Dade Metropolitan Planning Organization (MPO) and Miami-Dade County have had an interlocal agreement for administrative services since 1977; and

WHEREAS, over the last twenty five years, with the establishment of single member Commission districts, two gubernatorial appointments, and the added representation of the School Board, the Miami-Dade Expressway Authority, and municipalities with populations exceeding 50,000.00, the membership of the Metropolitan Planning Organization (MPO) Board has more than doubled; and

WHEREAS, over the last twenty five years the structure of Miami-Dade County government has undergone significant changes with the establishment of single member districts, a strong Mayor, and the elimination of the County Manager as a Charter position; and

WHEREAS, a new interlocal agreement is needed to reflect the realities of the changes in the governing structures of the Metropolitan Planning Organization (MPO) and Miami-Dade County; and

WHEREAS, the Metropolitan Planning Organization (MPO) as a separate and distinct legal entity from Miami-Dade County should have the ability to hire and directly oversee its staff,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that the Board hereby

approves an Interlocal Agreement for Administrative Services by and between Miami-Dade County and the Miami-Dade Metropolitan Planning Organization (MPO), in substantially the form attached hereto and made a part hereof.

The Prime Sponsor of the foregoing resolution is Commissioner Dennis C. Moss. It was offered by Commissioner **Barbara J. Jordan**, who moved its adoption. The motion was seconded by Commissioner **Esteban L. Bovo, Jr.** and upon being put to a vote, the vote was as follows:

Rebeca Sosa, Chairwoman	**aye**		
Lynda Bell, Vice Chair	**absent**		
Bruno A. Barreiro	**aye**	Esteban L. Bovo, Jr.	**aye**
Jose "Pepe" Diaz	**absent**	Audrey M. Edmonson	**aye**
Sally A. Heyman	**absent**	Barbara J. Jordan	**aye**
Jean Monestime	**aye**	Dennis C. Moss	**aye**
Sen. Javier D. Souto	**aye**	Xavier L. Suarez	**absent**
Juan C. Zapata	**aye**		

The Chairperson thereupon declared the resolution duly passed and adopted this 18th day of June, 2013. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: ***Christopher Agrippa***
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Bruce Libhaber

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding hereafter to be called the **MPO Management Services Agreement** made and entered into this _____ day of _____, 2013 by and between the **Metropolitan Planning Organization** hereinafter called the **MPO** and [[~~the Board of County Commissioners,~~]] >>Miami-<<[1] **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<< [[~~the companion Urban Transportation Planning Agreement between the MPO and the FDOT dated March 23, 1977, it is contemplated that Dade County personnel will~~]] 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 [[~~the Board of County Commissioners,~~]] >>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.

---

[1] Words stricken through and/or [[double bracketed]] shall be deleted. Words underscored and/or >>double arrowed<< constitute the amendment proposed. Remaining provisions are now in effect and remain unchanged.

.04 [[~~"County Manager" shall mean the County Manager of Dade County, Florida.~~]] >>"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 [[~~County Manager~~]] >>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 [[~~County Manager~~]] >>Executive Director<< [[~~Dade County~~]] shall >>also<< be responsible >>for:<< [[~~of to the MPO for the conduct of the transportation planning process as well as~~]] 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 Commitment of Personnel~~

~~The County Manager shall annual have prepared a detailed listing of all tasks necessary and incident to carrying out the planning process, the man-hours required to carry out such task, and the required skills or qualifications of the personnel assigned to MPO duties shall, when responsibility for, producing the required work product.~~]]

>>.02<< [[~~.03~~]] 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 [[~~Manager~~]] >>Mayor<< shall assign.

>>.03<< [[~~.04~~]] 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.

[[~~.05 Secretariat~~

~~A Secretariat, to be designated by the County Manager and serving at his pleasure shall report to the Governing Board of the MPO and shall have the following duties and functions coordinating the activities of the various structures established by the Interlocal Agreement heretofore mentioned; preparing the agendas of the Governing Board and 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 secretariat; directing the implementation of policies established by the Governing Board; and performing such other duties as may be assigned by the Governing Board.~~]]

>>.04<< [[~~.06~~]] Annual Budget

The [[~~County Manager~~]] >>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<< [[.07]] **Financial Administration**

>>.05.1<< [[.07.1]] **The Records and accounts** of the MPO shall b >>administered<< [[administrated]] by the County in accordance with accounts and accounting procedures which shall be developed by the County for the MPO.

>>.05.2<< [[.07.2]] **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<< [[shall issue]] 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.<< [[Additionally, the Metropolitan Planning Organization Secretariat shall fulfill the responsibilities of the Contract Coordination Office as set forth in Metro-Dade County Administrative Order No. 3-16 (revised March 3, 1994), page 9, number 4 relating to MPO procurements.]]

[[.07.3 **Purchasing** of materials, supplies, equipment and services shall b through the Purchasing Agent of Dade County in accordance with County procedures and practices.]]

[[.7.4 **Expenditures** of money shall only be made in accordance with procedure which shall be developed by the County for the MPO.]]

>>.05.3<< [[07.5]] **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<< [[the provisions of the procedure established pursuant to Section 3.07.4 of this agreement]].

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<< [[3.07]] of this agreement. [[It is further agreed that in the event the County renders services for which no cash reimbursement is provided, the delivery of the specified work products of the transportation planning process such as the UPWP, the Transportation Improvement Program, the Prospectus of the Transportation Plan shall be considered sufficient reimbursement in lieu thereof]].

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 [[~~provide the control and direction of such consultants and the administration of such contracts shall be under the County Manager~~]].

[[~~**6.00 Transitory Provision**~~

~~During the interim period between the effective date of this agreement and the commencement of the UPWP for FY 77-78, the County shall be reimbursed for all services rendered as provided in the FY 76-77 UPWP budget and all approved budgets under Federal or State grant contracts with the County.~~]]

[[~~7.00 How Contract 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 remainder would then continue to conform to the terms and requirements of applicable law.~~]]

>>6.00<< [[~~8.00~~]] 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<< [[~~9.00~~]] 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<< [[~~10.00~~]] 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<< [[~~11.00~~]] 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<< [[~~12.00~~]] 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 [[~~in~~]] this [[~~behalf~~]] _____ day of _____, 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