

MPO STAFF SERVICES AGREEMENT

THIS MPO STAFF SERVICES AGREEMENT is made by and between the Lake-Sumter Metropolitan Planning Organization, hereinafter called the MPO, and Lake County, hereinafter called the County.

WITNESSETH:

WHEREAS, the MPO, pursuant to the power conferred upon it by Section 339.175, Florida Statutes, and the Interlocal Agreement between Lake County, Sumter County, the Town of Astatula, the City of Tavares, the City of Mount Dora, the City of Eustis, the City of Umatilla, the City of Leesburg, the City of Mascotte, the City of Groveland, the City of Clermont, the City of Minneola, the Town of Montverde, the Town of Lady Lake, the Town of Howey-in-the-Hills, and the City of Fruitland Park, and the Florida Department of Transportation (FDOT), dated January 6, 2004 may 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, 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 in assisting 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 Scope of Services

It is agreed by the County that it shall furnish the MPO with technical assistance 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 Intermodal Transportation Planning Joint Participation Agreement executed between the MPO and the FDOT.

1.01 Commitment of Personnel

The County shall keep minutes for the MPO.

1.02 Legal Representation for the Lake-Sumter MPO

The MPO may employ special legal counsel for specific needs when it is deemed necessary. County will make available the County Attorney's office for all other legal services needed by the MPO.

1.03 Financial Administration

- 1.03.1 The records and accounts of the MPO including receipts, expenditures and deposits shall be administered by the County in accordance with accounts and accounting procedures which shall be developed by the County for the MPO.
- 1.03.2 Contracts and bids for the purchase of materials and services shall be in accordance with County procedures for the same purposes. The MPO shall review and approve all Requests for Proposals (RFP) and subsequent contracts.

2.00 Reimbursement to the Lake 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 this Agreement. The determination of eligible costs shall be in accordance with 23 CFR Section 420, Federal Management Circular (FMC) 74-4, as appropriate.

2.01 Local Share

The County will provide cash or in-kind services for the required match for Federal funds from the Federal Highway Administration (FHWA) and the Federal Transit Association (FTA).

2.02 Payment

Payment to the County of any and all monies by the MPO is contingent upon the MPO first receiving the funds for the work tasks from the FDOT, FHWA, or FTA. MPO shall pay to County an administrative fee for the services provided by County in the amount of five percent (5%) of MPO revenues.

2.03 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.

3.00 Amendment of Agreement; Term.

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 subject to formal approval by resolution of each party.

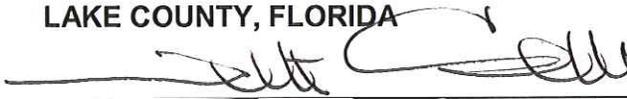
This Agreement shall become effective upon approval by the MPO and the Lake County Board of County Commissioners and remain in effect until June 30, 2007. At that time, the MPO shall review this Agreement to determine if any changes are warranted. Unless written notice is provided by one party to the other, this agreement shall renew for additional terms of one year. This agreement may be terminated upon ninety (90) days written notice from one party to the other.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature.

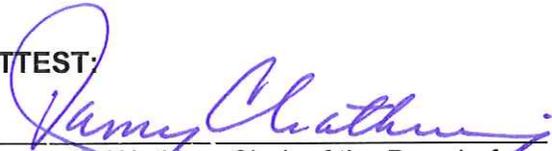
LAKE-SUMTER MPO


Debbie Stivender, Chairman
This 28th day of September, 2005.

**BOARD OF COUNTY COMMISSIONERS,
LAKE COUNTY, FLORIDA**


Welton G. Cadwell, Vice Chair
This 19 day of Oct., 2006

ATTEST:


James C. Watkins, Clerk of the Board of
County Commissioners of Lake County, Florida

APPROVED AS TO FORM & LEGALITY:


Sanford A. Minkoff
County Attorney

MAY 23, 2007 MPO BOARD MEETING

Consent Agenda Item:

C. **Approval of Continuing MPO Staff Services Agreement with Lake County**

The MPO's current staff services agreement with Lake County expires 6/30/07 and requires review by the MPO at that time. Staff is satisfied with the current agreement and requests it be continued until written notice is provided by either party to either amend or terminate.

Consent Agenda was approved; therefore, current agreement stays in effect until amended or terminated by either party.