

AMENDED AND RESTATED MPO STAFF SERVICES AGREEMENT

THIS AMENDED AND RESTATED MPO STAFF SERVICES AGREEMENT (“Agreement”) is entered into by and between Lake Sumter Metropolitan Planning Organization, hereinafter the “MPO,” and Lake County, Florida, a political subdivision of the State of Florida, hereinafter “Lake County,” for the provision of staff services.

WHEREAS, Section 339.175(1), Florida Statutes, provides for the designation of a metropolitan planning organization for each urbanized area of the state and the creation and operation of such metropolitan planning organizations pursuant to an interlocal agreement entered into pursuant to Section 163.01, Florida Statutes; and

WHEREAS, on December 9, 2003, the Governor of Florida designated the MPO as the metropolitan planning organization for the Lake and Sumter urbanized area, and the MPO is duly created and operated pursuant to an interlocal agreement (hereinafter the “Authorizing Interlocal Agreement”) between the Florida Department of Transportation and the affected units of general purpose local government within the Lake/Sumter urbanized area; and

WHEREAS, the Authorizing Interlocal Agreement was recently updated and readopted by all parties on October 28, 2015; and

WHEREAS, the MPO is a legally independent governmental entity distinct from Lake County government, and has the authority to contract with Lake County for the provision of certain services; and

WHEREAS, the MPO wishes to obtain certain administrative support services from Lake County to assist the MPO staff in managing the continuing, cooperative and comprehensive transportation planning process mandated by state and federal law and is authorized by Section 339.175(5)(h) and 163.01, Florida Statutes, to contract with Lake County for the same; and

WHEREAS, on September 28, 2005, the MPO and Lake County entered into a MPO Staff Services Agreement (“2005 Agreement”); and

WHEREAS, on May 24, 2016, the MPO and Lake County terminated the 2005 Agreement and entered into a new MPO Staff Services Agreement (“2016 Agreement”); and

WHEREAS, the 2016 Agreement was for a period of twenty-four (24) months with an option and required the parties to review the agreement terms prior to any renew; and

WHEREAS, the parties seek to renew the 2016 Agreement and make certain amendments to the MPO Staff Services Agreement.

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

1. Recitals. The foregoing recitals are true and correct and incorporated herein by reference.

2. Fiscal Services.

A. In order to assist the MPO with its administrative functions, Lake County hereby agrees to act as the financial depository for MPO funds. All federal, state, and/or local grants or funding due to the MPO shall be deposited into Lake County's bank account, hereinafter the "Pooled Cash Account." Lake County shall account separately for the MPO funds using a separate fund in the County Financial System even though the funds are physically maintained in the Pooled Cash Account.

B. Since MPO funding is primarily received from grants which are cost reimbursable, Lake County hereby agrees to advance funds, in the Board of County Commissioners' sole discretion, to the MPO as needed to pay expenses. Amounts due and owing Lake County shall be accounted for monthly in the County Financial System and in the annual Governmental Funds Balance Sheet – Statement of Net Position. The MPO shall reimburse Lake County for all advanced funds once MPO grant funding is received in Lake County's Pooled Cash Account. This arrangement has been, and shall continue to be, fully disclosed in the annual external audit. Nothing herein shall require Lake County to advance any particular amount of funds to the MPO, nor shall Lake County assume any obligations or liabilities associated with the MPO.

C. The MPO shall take all reasonable and necessary steps to ensure that expenditures are reimbursed from federal or state agencies as soon as possible. The MPO shall be solely responsible for preparing any invoices or other required documentation, and for the timely submission of such documentation to the appropriate agencies to ensure timely reimbursement. If, at any time, Lake County determines that the MPO is not taking all reasonable and necessary steps to submit for reimbursement, Lake County shall have the right to terminate advanced payment assistance provided to the MPO until such time as Lake County is properly reimbursed for such advanced payments. Lake County shall additionally have the option, but shall not be required, to assume responsibility for the submittal of necessary documentation to obtain the reimbursement on behalf of the MPO.

D. Any advanced funds provided by Lake County to the MPO shall be in accordance with the objectives, purposes, and in accordance with allowable expenditures permitted under the various federal and state funding programs. Lake County shall not be required to provide any advanced funds for goods or services deemed by Lake County, in Lake County's sole discretion, as non-reimbursable under the applicable federal and state funding programs, or, in the case of discretionary funding, non-reimbursable under the approved uses of such discretionary funding as established by the MPO Governing Board.

E. Lake County shall act in the capacity of custodian of MPO funds only. Lake County shall assume no responsibility for the MPO's compliance with state or federal law, or grant requirements. Compliance with state or federal law, and grant requirements, shall remain solely within the purview of the MPO. The MPO further agrees to establish adequate internal controls, processes, and procedures to reasonably ensure all funds are handled in a legal and prudent manner.

Lake County reserves the right to refuse to pay any expense that is deemed not in compliance with the relevant laws or grants.

3. Employee Status.

A. The Executive Director of the MPO serves under the direction, supervision and control of the MPO Governing Board. The Executive Director, with the consent of the MPO Governing Board, employs such personnel as may be necessary and authorized by the MPO Governing Board to perform adequately the functions of the MPO within the MPO's budgetary limitations, as set by the MPO Governing Board. As set forth herein, MPO employees, including the MPO Executive Director as permitted under his contract, shall receive certain benefits and administrative support services from Lake County, but shall otherwise function independently of the control, supervision and direction of Lake County.

B. Since Lake County is the financial depository for MPO funds, Lake County and the MPO hereby agree that MPO employees, including the MPO Executive Director, shall be paid through Lake County's payroll system. Further, the MPO Governing Board hereby adopts by reference the Lake County Board of County Commissioners' Employment Policies Manual and Employment Procedures as the MPO Employment Policies Manual and Employment Procedures as if those Policies and Procedures were separate and distinct documents. Where there are references in the Employment Policies Manual to approvals required of the County Manager or actions to be taken by the County Manager with regard to employees of the MPO, such reference shall be to the MPO Executive Director. Where disputes occur between the Executive Director and MPO employees, the parties agree that such disputes will be taken to the Chairman of the MPO Governing Board.

4. Risk Management and Benefits Participation.

A. The parties agree that the MPO is exposed to various risks related to torts; theft of, damage to and destruction of assets; injuries to employees; and natural disasters. Lake County hereby agrees to cover the MPO, and employees thereof, for general liability, automobile, worker's compensation, property and health liabilities under Lake County's self-insured fund. Lake County shall charge the MPO the established rates for these programs.

B. MPO employees shall receive the same benefits as Lake County employees, including but not limited, to participation in the Florida Retirement System, retiree health coverage, leave accrual, holidays etc., all as set forth in the Policies and Procedures. Salary and benefit payments shall be considered obligations of the MPO, and Lake County shall deduct any salary and benefit payments from MPO funds. Benefit participation is further defined in a supplemental Risk and Benefits Interlocal agreement executed separately by the parties.

5. Provision of Staff Services. Lake County hereby agrees to provide the following staff services to the MPO:

A. The MPO desires that the Lake County Attorney's Office provide legal services to the MPO. Pursuant to Section 2-106, Lake County Code, the Office of the County

Attorney may render any other legal services as may be required by the Lake County Board of County Commissioners. The parties agree that such services do not include advising or representing MPO employees in their individual capacities. Lake County and the MPO agree and acknowledge that although the interests of each party are generally consistent, it is recognized and understood that differences may exist or become evident during the course of the legal representation. Notwithstanding these possibilities, both parties have determined that it is in their individual and mutual best interests to have a single legal office represent them. Despite any potential or actual conflict of interest which may exist now or in the future, Lake County and the MPO consent the Lake County Attorney and his/her designees to simultaneously represent both Lake County and the MPO. It is further understood and agreed that the County Attorney and his/her designees may freely convey necessary information provided by one party to the other party. Each party hereto have agreed to waive any conflict of interest that may arise, including any conflict that may have arisen in the drafting of this Agreement. Nothing herein shall prohibit the MPO from employing separate legal counsel for specific needs when deemed necessary and appropriate by the MPO. The parties hereby agree that in the event of a dispute between the County and the MPO, or where provision of such services would be in violation of the Rules Regulating the Florida Bar, the Lake County Attorney's Office shall withdraw from representing the MPO.

- B. Lake County Office of Information Technology (IT) will assist with records management, GIS, applications support, and information technology services such as account creation and management, email, remote access, software licensing, hosting services, and technical support. MPO employees shall comply with all IT policies and procedures duly adopted by Lake County.
- C. Lake County Office of Human Resources will assist with employee recruiting, training, evaluations, classification and compensation issues, performance management, and discipline.
- D. Lake County Office of Procurement Services will assist MPO with the development and processing of various categories of solicitations to include, selection committee processes, issuance and management of p-cards, and general compliance with pertinent procurement laws, regulations, and procedures, including those related to grants.

6. Payment for Services Provided. The MPO shall pay to Lake County the amount of Twenty-Eight Thousand Dollars (\$28,000.00) per year to compensate Lake County for the services provided hereunder. Payment for services provided herein shall be transferred to Lake County from the MPO funds deposited into Lake County's Pooled Cash Account, as further set forth in Section 2 above. This provision shall be reviewed annually by the parties to ensure that Lake County is being paid appropriately for the services provided herein.

7. Right to Audit. Lake County reserves the right to require MPO to submit to an audit by any auditor of Lake County's choosing. MPO shall provide access to all of its records

which relate directly or indirectly to this Agreement at its place of business during regular business hours. MPO shall retain all records pertaining to this Agreement and upon request make them available to Lake County for five (5) years following expiration of this Agreement. MPO agrees to provide such assistance as may be necessary to facilitate the review or audit by Lake County to ensure compliance with applicable accounting and financial standards. Additionally, MPO agrees to include the requirements of this provision in all contracts with sub-consultants and material suppliers in connection with the work performed hereunder.

8. Term of Agreement; Termination. This Agreement shall be effective on the date of the last signature below (Effective Date) for a term of twenty-four (24) months. Thereafter, the parties may renew this Agreement for successive terms of twenty-four (24) months each. Prior to renewing this Agreement, and prior to each successive renewal, the parties shall review the terms of this Agreement to determine if any changes are warranted. This Agreement may be terminated by either party upon the giving of ninety (90) days written notice.

9. Amendment and Restatement. Amendments or modifications of this Agreement may only be made in writing, signed by both parties hereto with the same formalities as the original Agreement. This Amended and Restated MPO Staff Services Agreement shall take place of the 2016 Agreement and upon the Effective Date of this Agreement, the 2016 Agreement shall no longer be effective.

10. Notices. Wherever provision is made in this Agreement for the giving, service or delivery of any notice, statement or other instrument, such notice shall be in writing and shall be deemed to have been duly given, served and delivered, if delivered by hand or mailed by United States registered or certified mail or sent by facsimile, addressed as follows:

MPO

Executive Director
225 West Guava St., Suite 211
Lady Lake, Florida 32159

COUNTY

County Manager
P.O. Box 7800
Tavares, Florida 32778

Each party hereto may change its mailing address by giving the other party hereto, by hand delivery, United States registered or certified mail, notice of election to change such address.

11. Scope of Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained herein.

12. Independent Agencies. Neither the MPO nor Lake County shall be considered or deemed to be an agent, employee, joint venture, or partner to the other. Neither party shall have authority to contract for or bind the other in any manner and shall not represent itself as an agent of the other. Further, nothing herein shall make Lake County subject to, or responsible for, any contractual obligations of the MPO.

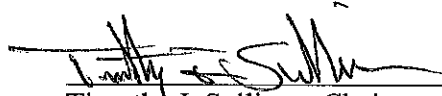
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13. Severability. Should any section, sentence, or clause of this Agreement be deemed unlawful by a Court of competent jurisdiction, no other provision hereof shall be affected and all other provisions of this Agreement shall continue in full force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

IN WITNESS WHEREOF, the parties hereto have made and executed this Amended and Restated MPO Staff Interlocal Agreement on the respective dates under each signature: COUNTY through its Board of County Commissioners, signing by and through its Chairman, authorized to execute the same, and MPO through its Chairman, authorized to execute the same by action of its Governing Board.

COUNTY

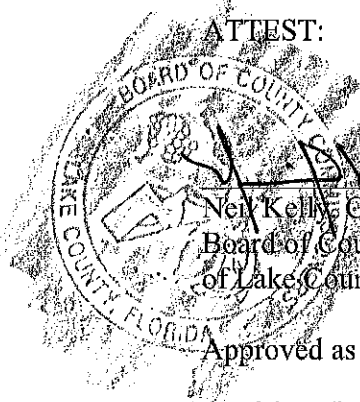
LAKE COUNTY, FLORIDA, through its Board of County Commissioners



Timothy I. Sullivan, Chairman

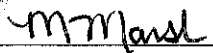
This 22 day of May, 2018.

ATTEST:



New Kelly, Clerk of the Board of County Commissioners of Lake County, Florida

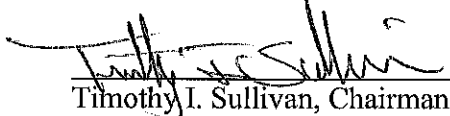
Approved as to form and legality:



Melanie Marsh, County Attorney

MPO

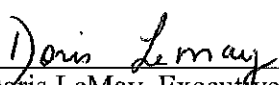
LAKE-SUMTER METROPOLITAN PLANNING ORGANIZATION



Timothy I. Sullivan, Chairman

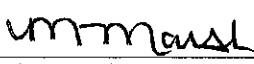
This 25 day of April, 2018.

ATTEST:



Doris LeMay, Executive Assistant

Approved as to Form and Legality:



Melanie Marsh, MPO Attorney