

**FIRST AMENDMENT TO
AMENDED AND RESTATED MPO STAFF SERVICES AGREEMENT**

THIS FIRST AMENDMENT (“Amendment”) is 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,” regarding the Amended and Restated MPO Staff Services Agreement.

WHEREAS, the MPO and Lake County entered into an Amended and Restated MPO Staff Services Agreement on May 22, 2018 (“Staff Services Agreement”); and

WHEREAS, the MPO and Lake County desire to amend the Staff Services Agreement to include that Lake County will provide an additional service to the MPO concerning ADA coordination; and

WHEREAS, the MPO and Lake County agree this Amendment to the Staff Services Agreement is in the best interest of both parties.

NOW THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, promises, covenants set forth, and intending to be legally bound, the Parties hereby agree as follows:

1. Recitals. The above going recitals are true and correct and incorporated herein.
2. Amendment. The MPO and Lake County agree the Staff Services Agreement be amended to include a new sub-paragraph (E) under paragraph 5 as follows:
 - E. Lake County, through its designated employee or agent, will act as the ADA Coordinator for the MPO and agrees to provide assistance to the MPO concerning and related to receiving complaints, investigating, responding to and attempting to resolve issues presented to the MPO concerning Title VI of the Civil Rights Act of 1964 and the Americans with Disabilities Act of 1990 (ADA). Lake County and the MPO agree that complaints relating to employment by the MPO will handled by the MPO.
3. Amendment. The MPO and Lake County agree that paragraph 6 of the Staff Services Agreement is amended as follows:
 6. Payment for Services Provided. The MPO shall pay to Lake County the amount of Twenty-Nine Thousand (\$29,000) 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.
4. Effective Date. This Amendment will take effect immediately upon execution by all the Parties.
5. All other provisions of the Staff Services Agreement not specifically addressed in this Amendment are still in effect and are to be performed at the level specified in the Agreement. To the extent

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that this Amendment conflicts with the Staff Services Agreement, this Amendment will govern. This Amendment is hereby made a part of the agreement between the MPO and Lake County.

IN WITNESS THEREOF, the parties hereto have caused this Amendment to be executed on the respective dates under each signature: Lake 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.

ATTEST:

**LAKE~SUMTER METROPOLITAN
PLANNING ORGANIZATION (MPO)**

Doris LeMay, Executive Assistant

Nick Girone, Chairman

This ____ day of _____, 2019.

Approved as to Form and Legality:

Melanie Marsh, MPO Attorney

LAKE COUNTY, FLORIDA

Leslie Campione, Chairman

ATTEST:

This ____ day of _____, 2019.

Gary J. Cooney, Clerk
Board of County Commissioners
of Lake County, Florida

Approved as to form and legality

Melanie Marsh, County Attorney