

**SECOND AMENDMENT TO AGREEMENT
BETWEEN
THE LAKE-SUMTER METROPOLITAN PLANNING ORGANIZATION (MPO)
AND MOORE STEPHENS LOVELACE, P.A.
FOR AUDITING SERVICES**

This is the Second Amendment to the Agreement between the Lake-Sumter Metropolitan Planning Organization, a metropolitan planning organization created under Section 339.175, Florida Statutes (“the MPO”), and Moore Stephens Lovelace, P.A., a Florida corporation, its successors and assigns (“CONSULTANT”).

WITNESSETH:

WHEREAS, on August 28, 2017, the MPO and CONSULTANT entered into an agreement for the provision of auditing services (the Agreement); and

WHEREAS, on May 23, 2018, the MPO and CONSULTANT entered into a First Amendment extending the term of the Agreement until August 28, 2019 and authorizing the Executive Director of the MPO to renew the Agreement for an additional one (1) twelve (12) month term; and

WHEREAS, the MPO and CONSULTANT desire to extend the term of the Agreement by way of execution of this Second Amendment.

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

1. **Recitals.** The above recitals are true and correct and incorporated herein.
2. **Amendments.** The following paragraphs of the Agreement entered into between the MPO and CONSULTANT are hereby amended as follows:
 - 2.2 This Agreement shall be effective immediately following the date of execution by the MPO and shall remain in effect until August 28, 2020. The prices set forth in this Agreement shall prevail for the full duration of the Agreement term. The Executive Director of the MPO may, upon written notice to CONSULTANT, renew this Agreement for one additional twelve (12) month term under the same terms and conditions. Continuation of the Agreement beyond the initial period, and any option subsequently exercised, is a MPO prerogative, and not a right of the CONSULTANT.

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- 3.1 The MPO shall provide periodic payments for services rendered by the CONSULTANT as specified below, and in the amounts shown in the Fee Schedule, attached hereto and incorporated herein as Attachment B. The parties agree that in no event will the gross fee, including expenses for the services provided under this Agreement exceed \$15,000.00 for each year end (ended June 30).

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In order for the MPO to provide payment, the CONSULTANT shall submit a fully documented invoice that provides the basic information set forth below. The invoice shall be submitted to the MPO within thirty (30) calendar days after the service has been rendered. It shall be understood that such invoices shall not be submitted for payment until such time as the service has been completed and a MPO representative has reviewed and approved the service.

3. **Effect of Amendment.** All other provisions of the Agreement will remain in full force and effect unless otherwise formally amended by the parties. To the extent this Second Amendment conflicts with the Agreement, this Second Amendment will govern. The parties agree and acknowledge that by way of this Amendment extending the term of this Agreement, the Scope of Services attached to the initial Agreement is modified to reference that CONSULTANT will provide auditing services to MPO of and for each year ended June 30, respectively during the term of this Agreement and any renewal(s).

IN WITNESS WHEREOF, the parties have made and executed this Second Amendment on the respective dates under each signature: the MPO, signing by and through its Executive Director, and by CONSULTANT through its duly authorized representative.

CONSULTANT

MOORE STEPHENS LOVELACE, P.A.



Daniel O'Keefe, Director

This 28th day of May, 2019.

MPO

LAKE-SUMTER METROPOLITAN PLANNING ORGANIZATION (MPO)

Michael Woods, Executive Director

This _____ day of _____, 2019.

Approved as to form and legality:

Melanie Marsh, MPO Attorney