

**INTERLOCAL AGREEMENT BETWEEN
LAKE~SUMTER MPO AND TOWN OF LADY LAKE
FOR TRAFFIC IMPACT ANALYSIS REVIEWS**

This is an Interlocal Agreement (“agreement”) by and between the Lake~Sumter Metropolitan Planning Organization, a metropolitan planning organization created under Section 339.175, Florida Statutes (“MPO”) and the Town of Lady Lake, a Florida municipal corporation (“TOWN”), collectively the “parties”.

WITNESSETH:

WHEREAS, the MPO manages a continuing, cooperative and comprehensive transportation planning process for the area of Lake and Sumter counties; and

WHEREAS, the MPO has an existing agreement with a third party to provide geographic information system and traffic impact study review for the MPO; and

WHEREAS, it would be beneficial for both parties for the TOWN to collaborate with the MPO for traffic impact analysis reviews regarding transportation within the TOWN; and

WHEREAS, the parties find entry of this agreement is in the best interest of both parties.

NOW, THEREFORE, IN CONSIDERATION of the mutual terms and payments set forth, the MPO and the TOWN agree as follows:

1. Recitals. The foregoing recitals are incorporated herein.
2. Scope of Services. The MPO, either individually or through its agents and consultant(s), agrees to provide traffic impact study analysis and review for transportation systems within the limits of the TOWN (“services”). The services to be provided are more particularly described in the scope of services, attached hereto and incorporated herein as **Exhibit “A”**. The scope of services may be modified by an amendment to this agreement executed by the MPO’s Executive Director and an authorized representative of the TOWN. The MPO will be responsible for determining the methods for the services and agrees to follow Lake County’s methodology guidelines. Upon request to the MPO’s Executive Director, the TOWN may obtain progress reports and data for the services provided. The TOWN agrees to provide the MPO with necessary and available data, photos, and documents the TOWN possesses that would be useful to the MPO and its consultant in the completion of the services.
3. Term and Termination. This agreement will be effective upon the date of execution by the last party (“effective date”) and will remain in effect until terminated by a party or the parties. This agreement may be terminated by either party submitting thirty (30) days advance written notice to the other party. If any work or service hereunder is in progress, but not completed as of the date of termination, then this agreement may be extended upon written agreement of the MPO’s Executive Director and the TOWN’s authorized representative until said service is finished and completed. If this agreement is terminated by the TOWN, a prorated amount of the quarterly

payment will be refunded to the TOWN, calculated from the date of termination or, if extended, until the date the service is finished and completed.

4. Payment and Invoices. The TOWN agrees to compensate the MPO for services provided under this agreement and payment will be due on a quarterly basis. The MPO will submit invoices to the TOWN and such invoices will itemize with particularity the services provided to or on behalf of or related to the TOWN within the quarterly time period. Payment will be based upon a lump sum fee, arrived at utilizing hourly rates agreed to by and between the MPO and the MPO's consultant for services. Prior to execution of this agreement by the parties, the MPO provided the TOWN a copy of the current hourly rates and those rates were agreed to by the parties. In the event of amendment to agreement between the MPO and its consultant for services, termination or a modification of the consultant to provide the services, which results in a modification to the current hourly rates, the MPO will provide written notice to the TOWN of the revised hourly rates. If no objection to the revised hourly rates is received from the TOWN in writing to the MPO within twenty (20) days of receipt of the notice of the revision, the parties agree that the MPO may proceed with the services at the revised hourly rate and the TOWN agrees to pay for the services at the revised hourly rate. If the TOWN fails to pay an invoice for services provided under this agreement, the MPO may terminate this agreement pursuant to paragraph 3 above.

5. Funding. In the event any part of this agreement is to be funded by federal, state, or other local agency monies, the TOWN and the MPO agree to cooperate and promptly respond to requests regarding audits and requirements of the funding entity applicable to the use of the monies.

6. Other Consultants. The parties acknowledge that the MPO will or have retained services of a consultant to provide traffic impact analysis reviews. The MPO may, without the prior consent of the TOWN, may terminate, hire or re-hire such consultant or other consultants to provide traffic impact analysis reviews. Nothing herein shall be deemed to preclude the MPO from retaining the services of other persons and entities undertaking the same or similar services as those undertaken by the consultant or from independently developing or acquiring materials or programs that are similar to the services provided under this agreement.

7. Independent Contractor. The MPO and the TOWN agree that they are acting as independent contractors and the MPO and its consultant(s) shall not be considered or deemed to be an agent, employee, or joint venturer of the TOWN. The MPO has no authority to contract for or bind the TOWN in any manner and shall not represent itself as an agent of the TOWN.

8. Amendment. Unless otherwise provided herein, this agreement may not be amended, except by a written instrument duly executed by each of the parties.

9. Severability. The failure of any party hereto at any time to enforce any of the provisions of this agreement will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of this agreement. The invalidity or unenforceability of any particular provision of this agreement shall not affect the other provisions hereof, and this

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agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

10. Counterparts. This agreement may be simultaneously executed in multiple counterparts, each of which as executed shall be an original, and such counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have made and executed this Interlocal Agreement on the respective dates under each signature: MPO, signing by and through its Chair, and by the TOWN through its duly authorized representative.

LAKE~SUMTER METROPOLITAN
PLANNING ORGANIZATION (MPO)

ATTEST:

Doris LeMay, Executive Assistant

Leslie Campione, Chair

This ____ day of _____, 2020.

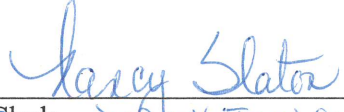
Approved as to form and legality:

Diana Johnson, MPO Attorney

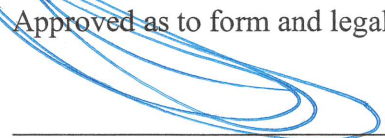
INTERLOCAL AGREEMENT BETWEEN LAKE-SUMTER MPO AND TOWN OF LADY LAKE
FOR TRAFFIC IMPACT ANALYSIS REVIEWS

TOWN OF LADY LAKE, FLORIDA

ATTEST:


Clerk - DEPUTY TOWN CLERK

Approved as to form and legality:


Derek Schroth, Town Attorney

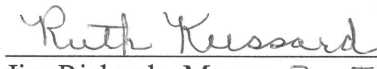

~~Jim Richards~~, Mayor Pro Tem
Ruth Kussard

EXHIBIT A – SCOPE OF SERVICES



East Central Florida Regional Planning Council

455 N. Garland Avenue, Orlando, FL 32801
Phone 407.245.0300 • Fax 407.245.0285 • www.ecfrpc.org

Hugh W. Harling, Jr. P.E.
Executive Director

Geographic Information System and Transportation Management System Scope of Services

Lake Sumter MPO

By East Central Florida Regional Planning Council

This scope of work describes the Geographic Information System (GIS) assistance and Traffic Impact Study review the East Central Florida Regional Planning Council (ECFRPC) will and can provide to the Lake Sumter MPO (LSMPO). The ECFRPC will provide a suite of comprehensive GIS assistance based on the general needs of the MPO. Specific GIS needs will be requested by the MPO and may include, but are not limited to data collection, development and quality control, on-line mapping needs, database development or updates, GIS analysis and map or other graphic creation.

In addition to specialized requests by the MPO, the ECFRPC will manage the monthly and quarterly updates of various databases, datasets, and mapping needs as required by the prevue of the MPO. These include, but are not limited to:

- Signal 4 Data – Quarterly download and update to online crash data dashboard
- TIP Data – monthly download of TIP data from FDOT
- Online GIS applications – monthly review of functionality and updates as needed

Within the first month of contract execution, the ECFRPC GIS team will conduct an on-site visit to the MPO data server. During this visit, the MPO will provide an overview of the server data structure and work with IT to ensure ECFRPC remote access to necessary folders and ArcGIS online, as well as any other databases necessary to conduct tasks as required. Within 45 days of the on-site visit, the ECFRPC will provide the results of the data and data structure audit which will include recommendations, if any, for additional data development and changes to the data structure and update processes.

This scope also includes Traffic Impact Study review as requested by MPO staff. ECFRPC will the traffic study for conformance with the methodology approved by MPO staff, appropriate land development codes and the Lake County Traffic Impact Study Methodology Guidelines. ECFRPC will prepare a letter to the MPO summarizing the traffic study review and any comments that should be addressed by the applicant.

ECFRPC will provide support to MPO staff to update the Transportation Management System (TMS) spreadsheets for Lake and Sumter Counties based on updated traffic counts, updated functional

Executive Committee

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Governor's Appointee
Seminole County

Vice Chair
Sean Parks
County Commissioner
Lake County

Secretary
Emily Bonilla
County Commissioner
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Treasurer
Ed Kelley
County Councilmember
Volusia County

Immediate Past Chair
Lee Constantine
County Commissioner
Seminole County

Member at Large
Dina Sweatt
Mayor of Groveland
Lake City League of Cities

Member at Large
David Moore
County Commissioner
Marion County

Serving Brevard, Lake, Marion, Orange, Osceola, Seminole, Sumter, and Volusia Counties

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classification, and the latest FDOT Quality/Level of Service Tables. ECFRPC will coordinate with MPO staff as necessary to perform the update.

The ECFRPC GIS team will participate in standing monthly calls with the MPO Executive Director and others as necessary to review work progress, needs and additional items. The ECFRPC and MPO will determine an appropriate day and time for these calls.

The ECFRPC will invoice monthly based on the personnel costs below. As chart represents the maximum cost for each position, the actual cost may be lower due to the staff member assigned to the task, fringe and indirect. It is understood that these costs will be effective for 3 years. Please note: All planning positions at the ECFRPC provide GIS expertise, in addition to the Economic Development Manager. All positions are listed to allow for a greater opportunity to serve the LSMPO.

This Scope of Work contains activities and tasks contained in the MPO's Unified Planning Work Program (UPWP) Task 2 and Task 8, which serves as the MPO's scope of work.

UPWP Task 2.0 Data Collection

- 2.1 Maintain, update and analyze socioeconomic data for MPO planning products, projects and studies.
- 2.2 Maintain, update and analyze data inventories related to the Transportation Management System (TMS), Congestion Management Process (CMP) and Crash Data database.
- 2.3 Maintain, update and analyze data inventories traffic count data for Lake and Sumter counties.
- 2.4 Maintain, update and analyze data inventories for multi-modal systems including transit and bicycle/pedestrian data.
- 2.5 Management of the MPO's Geographic Information Systems (GIS) and analysis of data.
- 2.6 Utilization of surveys to collect data.
- 2.7 Collect, maintain, and analyze roadway characteristic data as needed.
- 2.8 Update and analyze data for utilization in various MPO efforts.
- 2.9 Maintain, update and analyze data to support the Transportation Disadvantaged program.
- 2.10 Update of MPO Map Series and Tables as needed.
- 2.11 GIS mapping to support visualization and public outreach efforts.

UPWP Task 8.0 Transportation Management System (TMS) and Locally Funded Programs

- 8.4 Management of the MPO's Geographic Information System (GIS) and analysis of data for the TMS.
- 8.5 Providing review of transportation impacts of land use decisions including comprehensive planning as part of TMS program.
- 8.15 Traffic impact analysis and recommendations regarding land use changes and development for the TMS program.