

AGREEMENT BETWEEN
LAKE-SUMTER METROPOLITAN PLANNING ORGANIZATION
AND
DATA TRANSFER SOLUTIONS, LLC
FOR
INTERACTIVE TRANSPORTATION IMPROVEMENT PROGRAM DEVELOPMENT

This is an Agreement between the Lake-Sumter Metropolitan Planning Organization, hereinafter referred to as the MPO, by and through its Governing Board, and Data Transfer Solutions, LLC, a Florida corporation, hereinafter referred to as CONSULTANT.

Recitals

WHEREAS, the MPO has sought the services of the CONSULTANT to provide for development and support of an automated web-based Transportation Improvement Program (TIP); and

WHEREAS, the CONSULTANT desires to perform such services subject to the terms of this Agreement; and

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

Article 1. Recitals

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

Article 2. Scope of Professional Services

2.1 On the terms and conditions set forth in this Agreement, MPO hereby engages CONSULTANT to provide for the development and support of an automated web-based TIP in accordance with the Scope of Services attached hereto and incorporated herein by reference as **Exhibit A**.

2.2 This Agreement shall be effective until December 31, 2009. The MPO reserves the sole right to renew this Agreement for an additional twelve (12) month period.

2.3 The CONSULTANT shall coordinate, cooperate, and work with any other consultants retained by the MPO. CONSULTANT acknowledges that nothing herein shall be deemed to preclude the MPO from retaining the services of other persons or 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, or competitive with, the services provided under this Agreement.

245 CONSULTANT shall be responsible for obtaining all required federal, state or local permits required to complete the project specific scope of work. The CONSULTANT shall take precautions against damage to public and private property during the course of its work. Should damage occur, by negligent omission or commission by the CONSULTANT, the CONSULTANT shall, at its own expense, restore damaged property to a condition similar or equal to that existing before damage was done. In the event CONSULTANT fails to correct the damage, the MPO shall have the option of correcting the damage and issuing a deductive change order to the CONSULTANT to deduct the amount of the corrective work from the contract balance.

Article 3. Payment

3.1 Payment shall be based as set forth in Exhibit A, and shall not exceed a total combined cost of **\$19,100.00** for the development and maintenance of the TIP. The CONSULTANT and MPO hereby agree that the hours of service set forth in the scope of services are projected hours of service and that the CONSULTANT's actual time may be more or less than the budgeted hours. The MPO shall pay the CONSULTANT only for the total fee agreed upon herein.

3.2 Invoices shall be submitted in duplicate to the Lake-Sumter MPO at 1616 South 14th Street, Leesburg, Florida 34748. Each invoice shall contain the RSQ number and a detailed description of specific project, services and fees.

3.3 CONSULTANT shall submit invoices at the end of each month documenting the completion of the tasks for that month. Alternative billing arrangements may be agreed to in writing between the MPO and the CONSULTANT.

3.4 The MPO shall make payment on all invoices in accordance with the Florida Prompt Payment Act, sections 218.70 through 218.79, Florida Statutes.

3.5 Other than the common expenses, travel expenses, administrative and technical support expenses and computer expenses as set forth in Exhibit A, the CONSULTANT shall not be entitled to payment for any expenses, fees, or other costs it may incur at any time and in any connection with its performance hereunder. The CONSULTANT hereby agrees that its hourly billing rates, if provided, are fully loaded and includes all overhead and administrative expenses.

3.6 In the event a specific project is to be funded by state or federal monies, the CONSULTANT hereby agrees to comply with all requirements of the state or federal government applicable to the use of the monies, including receiving no payment until all required forms are completed and submitted.

Article 4. MPO Responsibilities

4.1 MPO shall promptly review the deliverables and other materials submitted by CONSULTANT and provide direction to CONSULTANT as needed. MPO shall designate one MPO staff member to act as MPO's Project Administrator and/or Spokesperson.

4.2 MPO shall reimburse CONSULTANT, in accordance with the provisions of Article 3 above for required services timely submitted and approved and accepted by MPO in accordance with the terms of this Agreement.

4.3 The MPO will provide to the CONSULTANT all necessary and available GIS data, data developed and/or within the possession of the MPO, and any other data the MPO possesses that would be useful to the CONSULTANT in the completion of the required services.

Article 5. Special Terms and Conditions

5.1 **Qualifications.** Firms or individuals will be registered with the State of Florida and have obtained at least the minimum thresholds of education and professional experience required by the statutes to perform the services contained herein.

5.2 **Termination.** This Agreement may be terminated by the MPO upon thirty (30) days advance written notice to the other party; but if any work or service/Task hereunder is in progress but not completed as of the date of termination, then this Agreement may be extended upon written approval of the MPO until said work or service(s)/Task(s) is completed and accepted.

A. **Termination for Convenience.** In the event this Agreement is terminated or cancelled upon the request and for the convenience of MPO with the required 30 day advance written notice, MPO shall reimburse CONSULTANT for actual work satisfactorily completed.

B. **Termination for Cause.** Termination by MPO for cause, default, or negligence on the part of CONSULTANT shall be excluded from the foregoing provision. Termination costs, if any, shall not apply. The 30-day advance notice requirement is waived in the event of termination for cause.

C. **Termination Due to Unavailability of Funds in Succeeding Fiscal Years.** When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, this Agreement shall be canceled and the CONSULTANT shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services/Tasks delivered under this Agreement.

5.3 **Subletting of Contract.** This Agreement shall not be sublet except with the written consent of the MPO'S Procurement Services Director. No such consent shall be construed as making the MPO a party to the subcontract or subjecting the MPO to liability of any kind to any subCONSULTANT. No subcontract shall under any circumstances relieve the CONSULTANT of liability and obligations under this Agreement and all transactions with the MPO must be through the CONSULTANT.

5.4 **Insurance.** The CONSULTANT shall purchase and maintain, at its expense, from a company or companies authorized to do business in the State of Florida, and which are acceptable to the MPO, insurance policies containing the following selected types of coverage and minimum limits of liability protecting from claims which may arise out of or result from the performance or non-performance of services under this Agreement by the CONSULTANT or by anyone directly or indirectly employed by it, or by anyone for whose acts it may be liable:

General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$500,000
Products-Completed Operations	\$500,000
Personal & Adv. Injury	\$500,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability	Included

Automobile liability insurance, including owned, non-owned, and hired autos with the following minimum limits and coverage:

Combined Single Limit	\$300,000
or	
Bodily Injury (per person)	\$100,000
Bodily Injury (per accident)	\$300,000
Property Damage	\$100,000

Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc). If not required by law to maintain workers compensation insurance, the vendor must provide a notarized statement that if he or she is injured, he or she will not hold the County responsible for any payment or compensation.

Employers Liability with the following minimum limits and coverage:

Each Accident	\$100,000
Disease-Each Employer	\$100,000
Disease-Policy Limit	\$500,000

LAKE-SUMTER METROPOLITAN PLANNING ORGANIZATION AND THE GOVERNING BOARD OF THE LAKE-SUMTER MPO, 1616 SOUTH 14TH STREET, LEESBURG, FL 34748-7800 shall be named as additional insured as their interest may appear all applicable policies.

Certificate(s) of insurance shall provide for a minimum of sixty (60) days prior written notice to the MPO of any change, cancellation, or nonrenewal of the required insurance.

Certificate(s) of insurance shall identify the contract number in the Description of Operations section of the Certificate.

Certificate of insurance shall evidence a waiver of subrogation in favor of the MPO, that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium by the MPO.

Certificate holder shall be:

LAKE-SUMTER METROPOLITAN PLANNING ORGANIZATION,
AND THE GOVERNING BOARD OF THE LAKE-SUMTER MPO.
1616 SOUTH 14TH STREET
LEESBURG, FL 34748-7800

All deductibles or self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the MPO. At the option of the MPO, the insurer shall reduce or eliminate such deductibles or self-insured retentions; or the vendor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

The MPO shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of the CONSULTANT and/or subcontractor providing such insurance.

The CONSULTANT shall be responsible for subcontractors and their insurance. Subcontractors are to provide Certificates of Insurance to the County evidencing coverage and terms in accordance with the CONSULTANT's requirements.

Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

Neither approval by the MPO of any insurance supplied by the vendor, nor a failure to disapprove that insurance, shall relieve the vendor of full responsibility of liability, damages, and accidents as set forth herein.

5.5 Indemnity. CONSULTANT shall indemnify and hold MPO and its agents, officers, commissioners or employees harmless for any damages resulting from failure of CONSULTANT to take out and maintain the above insurance. Additionally, CONSULTANT agrees for good and valuable consideration in the amount of ten dollars (\$10.00) to indemnify, and hold the Governing Board of the MPO, the Lake-Sumter MPO, and its officers, commissions, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities to the extent resulting from the negligent act, error or omission of CONSULTANT, its agents, employees or representative, in the performance of CONSULTANT's duties set forth in this Agreement.

5.6 Independent CONSULTANT. CONSULTANT agrees that it shall be acting as an independent CONSULTANT and shall not be considered or deemed to be an agent, employee, joint venturer, or partner of MPO. CONSULTANT shall have no authority to contract for or bind MPO in any manner and shall not represent itself as an agent of MPO or as otherwise authorized to act for or on behalf of MPO. Additionally, CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for CONSULTANT any fee, commission, percentage, gift, or other consideration contingent upon on resulting from the award or making of this Agreement.

5.7 Ownership of Deliverables. Upon completion of and payment for a task CONSULTANT agrees all Tasks and/or deliverables under this Agreement, and other data generated or developed by

CONSULTANT under this Agreement or furnished by MPO to CONSULTANT shall be and remain the property of MPO. CONSULTANT shall perform any acts that may be deemed necessary or desirable by MPO to evidence more fully transfer of ownership of all Tasks and/or deliverables to MPO. Additionally, CONSULTANT hereby represents and warrants that it has full right and authority to perform its obligations specified in this Agreement. CONSULTANT and MPO recognize that CONSULTANT's work product submitted in performance of this Agreement is intended only for the project described in this Agreement. MPO's alteration of CONSULTANT's work product or its use by MPO for any other purpose shall be at MPO's sole risk.

5.8 Return of Materials. Upon the request of the MPO, but in any event upon termination of this Agreement, CONSULTANT shall surrender to the MPO all memoranda, notes, records, drawings, manuals, computer software, and other documents or materials pertaining to the services hereunder, that were furnished to the CONSULTANT by the MPO pursuant to this Agreement. CONSULTANT may keep copies of all work product for its records.

5.9 NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME SHALL BE MADE OR ASSERTED AGAINST THE MPO BY REASON OF ANY DELAYS. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the work from any cause whatsoever, shall relieve the CONSULTANT of his duty to perform or give rise to any right to damages or additional compensation from the MPO. The CONSULTANT expressly acknowledges and agrees that the CONSULTANT shall receive no damages for delay. The CONSULTANT's sole remedy, if any, against the MPO shall be the right to seek an extension to the contract time. However, this provision shall not preclude recovery of damages by the CONSULTANT for hindrances or delays due solely to fraud, bad faith or active interference on the part of the MPO. Otherwise, CONSULTANT shall be entitled to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above

5.10 Retaining Other Consultants. Nothing herein shall be deemed to preclude the MPO from retaining the services of other persons or 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, or competitive with, the services provided under this Agreement.

5.11 Accuracy. The CONSULTANT is responsible for the professional quality, technical accuracy, timely completion and coordination of all the services furnished hereunder. The CONSULTANT shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in its designs, drawings, reports or other services.

5.12 Truth in Negotiation Certificate. For all lump-sum or cost-plus fixed fee agreements exceeding \$150,000, the firm awarded the agreement must execute a truth in negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete and current, at the time of contracting. Any agreement requiring this certificate shall contain a provision that the original agreement price and any additions shall be adjusted to exclude any significant sums by which the MPO determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of the contract. Execution of this Agreement constitutes execution of the Truth in Negotiation Certificate.

5.13 Codes and Regulations. All work completed under this Agreement shall conform to all applicable federal, state and local statutes, codes, regulations and ordinances.

5.14 Public Entity Crimes. A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a CONSULTANT, supplier, subCONSULTANT, or consultant under a contract with any public entity in excess of the threshold amount provided in Florida Statutes, section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

5.15 Prohibition Against Contingent Fees. CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

5.16. Right to Audit. The MPO reserves the right to require CONSULTANT to submit to an audit by any auditor of the MPO's choosing. CONSULTANT 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. CONSULTANT shall retain all records pertaining to this Agreement and upon request make them available to the MPO for three (3) years following expiration of the Agreement. CONSULTANT agrees to provide such assistance as may be necessary to facilitate the review or audit by the MPO to ensure compliance with applicable accounting and financial standards.

5.17 Public Records / Copyrights

A. All electronic files, audio and/or video recordings, and all papers pertaining to any activity performed by the provider for or on behalf of the MPO shall be the property of the MPO and will be turned over to the MPO upon request. In accordance with Florida "Public Records" law, Chapter 119; Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the MPO are public records available for inspection by any person even if the file or paper resides in the CONSULTANT's office or facility.

B. Any copyright derived from any agreement derived from this Agreement shall belong to the author. The author and the CONSULTANT shall expressly assign to the MPO nonexclusive, royalty free rights to use any and all information provided by the CONSULTANT in any deliverable and/or report for the MPO's use which may include publishing in MPO documents and distribution as the MPO deems to be in the MPO's best interests. If anything included in any deliverable limits the rights of the MPO to use the information, the deliverable shall be considered defective and not acceptable and the CONSULTANT will not be eligible for any compensation. This specifically applies to the curriculum and training reference materials.

Article 6. General Conditions

6.1 This Agreement is made under, and in all respects shall be interpreted, construed, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this Agreement shall lie in Lake County, Florida.

6.2 Neither Party may assign any rights or obligations under this Agreement to any other party unless specific written permission from the other party is obtained.

6.3 The captions utilized in this Agreement are for the purposes of identification only and do not control or affect the meaning or construction of any of the provisions hereof.

6.4 This Agreement shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns.

6.5 This Agreement may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto.

6.6 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.

6.7 During the term of this Agreement CONSULTANT assures MPO that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that CONSULTANT does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or manner against CONSULTANT employees or applicants for employment. CONSULTANT understands and agrees that this Agreement is conditioned upon the veracity of this statement of assurance.

6.8 CONSULTANT shall at all times comply with all Federal, State and local laws, rules and regulations.

6.9 The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

6.10 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:

If to CONSULTANT:

Allen Ibaugh, AICP, GISP
Data Transfer Solutions
4037 Avalon Park Blvd. East
Orlando, Florida 32828

If to MPO:

Thomas W. Burke, P.E., AICP
Lake-Sumter MPO
1616 South 14th Street
Leesburg, Florida 34748

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

Article 7. Scope of Agreement

7.1 This Agreement is intended by the parties hereto to be the final expression of their Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made.

7.2 This Agreement contains the following Exhibits:

Exhibit A Scope of Work

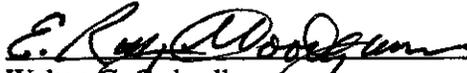
IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: MPO through its Governing Board, signing by and through its Chairman, authorized to execute same by Board Action on the 3rd day of December, 2008 and by CONSULTANT through duly authorized representative.

CONSULTANT


Name: Allen Fbaugh
Title: CEO

MPO

LAKE-SUMTER MPO, through its
GOVERNING BOARD


FOR Welton G. Cadwell
Chairman
This 3rd day of December, 2008.

ATTEST:


Clerk Exec. Asst.

Approved as to form and legality:

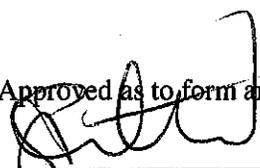

Sanford A. Minkoff
County Attorney

EXHIBIT A

SCOPE OF WORK Lake-Sumter MPO Interactive Transportation Improvement Program (TIP) Development & Annual Maintenance and Support

1. PURPOSE

This contract is to provide services for the development and support of an automated, web-based TIP for the Lake-Sumter MPO. The development will include integration of FDOT's Work Program and Local project data, general design of the TIP, setup of web-mapping services (data layers, etc.), administrative tools, and setup of query templates with enhancements as required by the MPO.

2. WORK ACTIVITIES TO BE PERFORMED AND SCHEDULE

This contract shall be valid until December 31, 2009. The Consultant will make available to the Project Manager, all personnel and equipment necessary to provide the professional services as requested by the Project Manager. Specific work to be performed by the Consultant when authorized by the Project Manager may include:

Task 1 – Coordination Meetings

Coordination meetings will be held throughout the period of the task order in order to review the progress of the automated web-based TIP program development. As many meetings as required will be held either in person or by teleconference.

Task 2 – Automated FDOT Work Program Downloads and Mapping

This task will include automated downloads of the FDOT Work Program on July 1st (tentative) and March 1st (adopted) OR other day as defined by the Lake-Sumter MPO into the TIP database. In addition, a shapefile layer of FDOT project locations will be created in this task.

Deliverables

- Downloads of WP on July 1st and March 1st (or other day, as defined by the Lake Sumter MPO)
- Shapefiles created of Work Program data (one for March 1st (or other day) and July 1st)

Task 3 – Integration of Local TIP Data and Mapping

Task 3 includes the integration of local government TIP project data into the Lake Sumter MPO TIP database.

Deliverables

- Local TIP projects into database
- Local TIP projects mapped to the greatest extent possible

Task 4 – Development of Web-Mapping Service (Data Integration)

This task will include the development of an interactive web-map customized with data provided by the Lake-Sumter MPO.

Subtask 4.1 (Additional Formatting and Map Development Task)

For instance, the map interface will include many data layers defined by the MPO.

A sample of layers that may be included are:

- FDOT highway capacity projects
- Locally funded highway capacity projects
- Multi-use trails (existing and planned)
- Sidewalks (existing and planned)
- Truck routes
- Transit bus routes and shelters
- Parks and recreational data
- Additional data layers may include Planning Areas and Commission Districts.

Deliverables

- Customized Web-Mapping Interface

Task 5 – Automated Report Download, Design, and Formatting

In Task 5, DTS will modify the current automation routines to match requirements of the Lake-Sumter MPO for deliver of their TIP. Specialized Appendices (i.e. project prioritization process) and Executive Summary details will be provided.

Deliverables

- Full TIP and subsections (i.e. Executive Summary, Appendices, etc designed to Lake-Sumter MPO requirements)

Task 6 – Develop Customized Search/Query Tool

DTS will modify the current search and query tools in the Automated TIP to match requirements of the Lake-Sumter MPO.

Deliverables

- Modified search and query tool, per above

Task 7 – Automated Comparison Reports

The TIPs automating reporting tool will allow the MPO to print off updated Work Program data from the gaming cycle using the Comparison Report developed inside the Work Program Tool.

Deliverables

- Automated comparison TIP report to support amendment work

Task 8 – Quality Control and Technical Support

DTS quality control the TIP output resulting from the download and formatting tasks by comparing it to a gaming report printed directly from the Work Program mainframe. The project, limits, phase, fund code, fiscal year, type of work, and funding amounts will be checked for each project. In addition, DTS will support technical questions commonly coordinated directly with MPOs and the FDOT.

3. MEETINGS

The Consultant shall participate in meetings as requested and authorized by the Project Manager.

4. PRODUCTS / DELIVERABLES

The Consultant shall provide Quality Assurance on all products and deliverables as defined in this task work order. Deliverables for activities to be performed under this task work order will generally be:

- See Above.

5. COST AND REIMBURSEMENT METHOD

The compensation method for this Task Work Order shall be lump sum of **\$9,500**. The Consultant shall invoice for services performed on this Task Work Order based on percentage of contract completed.

APPENDIX A: ANNUAL MAINTENANCE AND WEB-HOSTING

Annual maintenance and hosting of the Lake-Sumter MPO Interactive TIP developed according to scope herein to ensure the website is maintained and runs properly on a day-to-day basis for the first year (12 months) after the date of going "live" to include:

- Annual website hosting
- Testing and troubleshooting of website
- Minor updating of website for graphics, links, and test changes
- Phone and email technical support on application
- Minor programming changes to support needed updates

The following price proposal outlines our proposed tasks and associated costs:

Task List	Qty	Monthly Price	Extended Price
Website hosting, testing, troubleshoot	12	\$200	\$2,400
Minor website updating	12	\$100	\$1,200
Technical support	12	\$100	\$1,200
Minor programming changes	12	\$100	\$1,200
Data manipulation support (NOTE: this task will be billed hourly at a computer programmer rate of \$68/hr. up to a maximum of \$3,600)	12	\$300	\$3,600
Totals			\$9,600

Price

TOTAL COMBINED COST: \$19,100



December 6th, 2010

Attn. Francis Franco, GISP, GIS Manager

Dear Francis,

The Data Transfer Solutions team is pleased to present you with this proposal for the renewal of your annual maintenance and hosting of the Lake Sumter MPO- Automated TIP Web Application for the period 12/01/2010-11/30/2011. The main components of this maintenance agreement will include:

- Ⓢ Annual website hosting
- Ⓢ Testing and troubleshooting of website
- Ⓢ Minor updating of website for graphics, links, and test changes
- Ⓢ Phone and e-mail technical support on application
- Ⓢ Minor programming changes to support needed updates

Please note that the purpose of this support agreement is to ensure that the current website is maintained and runs properly on a day-to-day basis. This agreement does not include wholesale programming or website design changes. These types of changes would be negotiated in a separate agreement on an as-needed basis.

Price Proposal:

The annual cost is the lump sum fee of \$9,600. This represents no increase in pricing from the current year. The following price proposal outlines our proposed tasks and associated costs:

The following price proposal outlines our proposed tasks and associated costs: Task List	Extended Price
Website Hosting, Testing and troubleshooting, Minor Updates, Technical Support.	\$9,600
Total	\$9,600

We sincerely appreciate the opportunity to continue to work with you on this project. If you have any questions, please feel free to call me at any time. This quote will be valid for 30 days from the date noted at the top of this page.

Sincerely,



Allen Ibaugh, AICP, GISP
CEO
Data Transfer Solutions, LLC

ACCEPTANCE of the terms of this Order is acknowledged by the following signatures of the Authorized Representative.



Lake Sumter MPO

Please provide the following billing information:

Purchase Order Number if Required _____
Contact Name Francis Franco
Address 1 1616 South 14th St
Address 2 _____
City Leesburg State FL Zip 34748



3680 Avalon Park Blvd East
Suite 200
Orlando, FL 32828
Tax ID: 05-0557100

Lake Sumter MPO
Attn. ~~Thomas Burke, AIGP~~ Francis Franco
1616 South 14th Street
Leesburg, FL 34748

Invoice

Date 11/30/2011
Invoice # 2360
Project 10506
Terms Net 30

Reference PO

Item	Hours	Description	Rate	Amount
Maint-Hosting		Annual Maintenance and Hosting: Period of December 1, 2011 to November 30, 2012	9,600.00	9,600.00

** Annual Maintenance will be automatically
invoiced 45 days prior to maintenance end date **

 RECEIVED
DEC 07 2011

Total \$9,600.00



Comm. Party
9/2/150

3680 Avalon Park Blvd East
Suite 200
Orlando, FL 32828
Tax ID: 05-0557100

Lake Sumter MPO
Attn. ~~Thomas Burke, AICP~~ Francis Franco
1616 South 14th Street
Leesburg, FL 34748

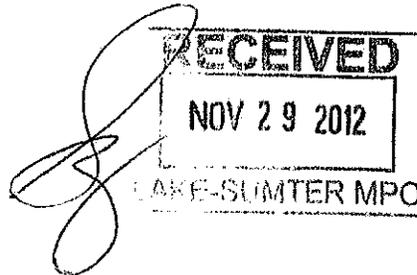
Invoice

Date 11/15/2012
Invoice # 2861
Project 10506
Terms Net 30

Reference PO, ~~2120670~~

Description	Hours	Rate	Amount
Annual Maintenance and Hosting: Period of December 1, 2012 to November 30, 2013		9,600.00	9,600.00

** Annual Maintenance will be automatically invoiced 45 days prior to maintenance end date **



Total \$9,600.00



Tax ID: 05-0557100
 3680 Avalon Park Blvd East
 Suite 200
 Orlando, FL 32828

Commodity
 992/150

V#128
 5115/460

Lake Sumter MPO
 Attn. Thomas Burke, AICP Francis Franco
 1616 South 14th Street
 Leesburg, FL 34748

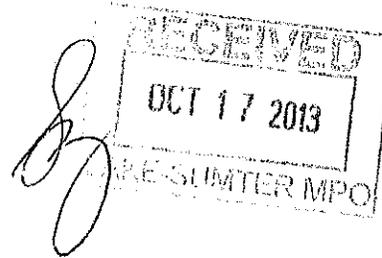
Invoice

Date 10/15/2013
 Invoice # 3323
 Project 10506
 Terms Net 30

P.O. No.

Description	Hours	Rate	Amount
Annual Maintenance and Hosting: Period of December 1, 2013 to November 30, 2014		9,600.00	9,600.00

** Annual Maintenance will be automatically invoiced 45 days prior to maintenance end date **



Total \$9,600.00

Goldfuss, Susan

From: Franco, Francis
Sent: Friday, November 15, 2013 1:19 PM
To: Brian R Sovik
Cc: Fish, TJ; Goldfuss, Susan
Subject: TIP Invoice - December 2013-14

Importance: High

Brian,

The MPO has received invoice for upcoming annual maintenance support from Dec2013-2014. However, we will be withholding payment and/or continue support maintenance agreement, till previous services and pending fixes, Dec2012-2013, are complete.

Feel free to contact me directly for review and/or further discussion.

 <p>Lake-Sumter MPO Municipal Planning Organization</p>	<p>Francis Franco, GISP GIS Manager Lake Sumter MPO</p> <p>f franco@lakesumtermpo.com WEB: www.LakeSumterMPO.com</p> <p>1616 South 14th Street Leesburg, Florida 34748 Phone: 352.315.0170 FAX: 352.315.0993</p>
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3680 Avalon Park Blvd East
 Suite 200
 Orlando, FL 32828

Commodities

992/150

V#128

5115/460

Lake Sumter MPO
 Attn: ~~Thomas Burke~~ AIGP
 1616 South 14th Street
 Leesburg, FL 34748

Francis
 Franco

Invoice

Date	10/15/2014
Invoice #	3909
Project	10506
Terms	Net 30

P.O. No. 20140889

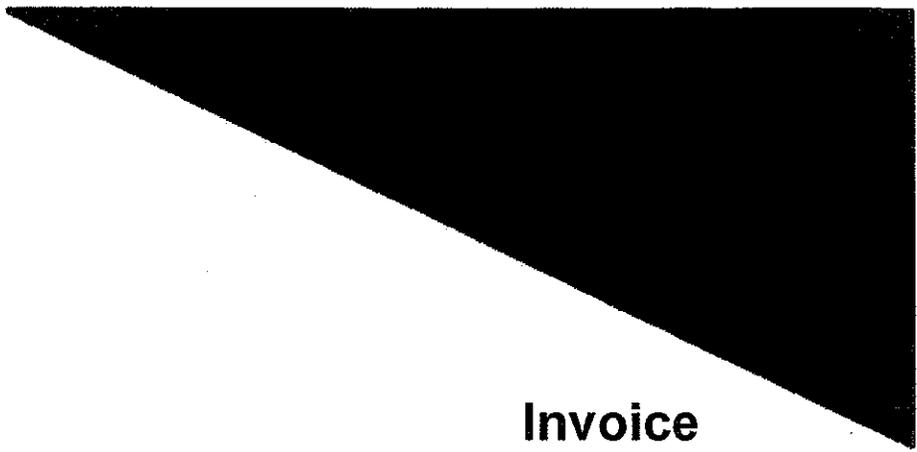
Description	Hours	Rate	Amount
Annual Maintenance and Hosting: Period of December 1, 2014 to November 30, 2015		9,600.00	9,600.00

** Annual Maintenance will be automatically invoiced 45 days prior to maintenance end date **

Total **\$9,600.00**



3680 Avalon Park Blvd East
Suite 200



Lake Sumter MPO
Attn. Francis Franco
1616 South 14th Street
Leesburg, FL 34748

Invoice

Date 10/15/2015
Invoice # 4417
Project 10506
Terms Net 30

P.O. No. 20150563

Description	Hours	Rate	Amount
Annual Maintenance and Hosting: Period of December 1, 2015 to November 30, 2016		9,600.00	9,600.00

** Annual Maintenance will be automatically invoiced 45 days prior to maintenance end date **

PAID
10/15/2015
LAKE SUMTER MPO
DL

Total \$9,600.00