



MEMORANDUM

AGENDA ITEM #III.J

DATE: SEPTEMBER 12, 2011

TO: COUNCIL MEMBERS

FROM: STAFF

SUBJECT: SUSTAINABLE COMMUNITIES INITIATIVE CONTRACT WITH TREASURE COAST REGIONAL PLANNING COUNCIL

Background

The Sustainable Communities Initiative that is currently underway in conjunction with the Southeast Florida Regional Partnership is supported by a 3-year \$4.25 million grant awarded by the US Department of Housing and Urban Development (HUD) to the South Florida Regional Planning Council. This effort will produce the Southeast Florida Regional Vision and Blueprint for Economic Prosperity, which will encompass the seven counties included in the regions served by the South Florida and Treasure Coast Regional Planning Councils. The grant, which became effective on February 21, 2011, included an initial allocation of \$420,000 to fund the activities of the Treasure Coast Regional Planning Council, as a sub-grantee.

Council staff has prepared a contract to establish the mechanism for reimbursing the Treasure Coast Regional Planning Council for its contributions to completion of the HUD-approved work program.

Recommendation

Approve the contract with Treasure Coast Regional Planning Council for its work on the Southeast Florida Vision and Blueprint for Economic Prosperity.

**AGREEMENT BETWEEN
SOUTH FLORIDA REGIONAL PLANNING COUNCIL
AND
THE TREASURE COAST REGIONAL PLANNING COUNCIL
FOR THE SOUTHEAST FLORIDA VISION AND BLUEPRINT FOR ECONOMIC
PROSPERITY**

This Agreement is entered into on _____, 2011, between the South Florida Regional Planning Council (herein referred to as "SFRPC") and Treasure Coast Regional Planning Council (herein referred to as "TCRPC"), each constituting a public agency as defined in Part I of Chapter 163, Florida Statutes.

Section 1. Purpose.

A. The purpose of this Agreement is to contract with the TCRPC to assist the SFRPC in the coordinated creation and implementation of the **Southeast Florida Regional Vision and Blueprint for Economic Prosperity (RVB)** and to provide SFRPC with a Program Manager to assist in fulfilling all tasks and requirements of the US Department of Housing and Urban Development (HUD) Southeast Florida Sustainable Communities Initiative Regional Planning Grant.

B. SFRPC and TCRPC agree to act in a spirit of mutual cooperation and good faith in the implementation of the Agreement and its purpose.

Section 2. General Terms and Conditions

A. This Agreement shall begin on _____, 2011 and shall end on February 20, 2014 unless terminated earlier in accordance with Section 6 of this Agreement. The parties have the option to extend the term of the Agreement. TCRPC shall be eligible for reimbursement for work in fulfillment of this agreement performed on or after February 21, 2011, but prior to the date of execution of this agreement.

B. TCRPC shall fully perform the services outlined in the Scope of Work identified as Exhibit "A" of this Agreement, in cooperation with and to the satisfaction of SFRPC.

C. TCRPC shall be paid for work performed towards the creation and implementation of the Regional Vision and Blueprint for Economic Prosperity project the amount of \$140,000.00 per each of the three contract/HUD grant years. The total amount to perform this task is budgeted at \$520,000.00, with TCRPC providing in-kind work in the amount of \$100,000.00 and SFRPC reimbursing TCRPC in the amount of \$420,000.00.

D. Both the SFRPC and TCRPC agree to be governed by applicable State and Federal laws, rules and regulations.

E. Modifications of this Agreement may be requested by either party. Changes, which are mutually agreed upon, shall be valid only when reduced to writing, duly signed by each party and attached to the original Agreement.

F. The SFRPC and TCRPC mutually agree to establish a mechanism to resolve any conflicts that may arise from the creation and implementation of the RVB by using SFRPC's Regional Dispute Resolution Process or other mutually agreed process.

Section 3. Record Keeping.

A. All records submitted by the TCRPC shall be sufficient and complete to verify compliance with the requirements of this Agreement.

B. TCRPC shall allow access to its records during normal business hours and upon reasonable advance requests of the SFRPC, its employees and agents.

Section 4. Billing; Reports.

A. TCRPC shall provide SFRPC with quarterly billing detailing TCRPC's efforts to provide requested services. Payment shall be made within 30 days of receipt of a complete billing.

B. All required lists, reports, and copies prescribed in the Scope of Work shall be completed in a manner acceptable to SFRPC.

Section 5. Liability.

A. Except as otherwise provided in subparagraph (B) below, TCRPC shall be solely responsible to parties with whom it shall deal with in carrying out the terms of this Agreement, and shall save SFRPC harmless against all claims of whatever nature by third parties arising out of the performance of work under this Agreement.

B. TCRPC shall be fully responsible for its negligent acts or omissions or tortuous acts which result in claims or suits against SFRPC and shall be liable for any damages proximately caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by TCRPC to which sovereign immunity applies. Nothing herein shall be construed as consent to be sued by third parties in any matter arising out of any contract.

C. SFRPC shall be fully responsible for its negligent acts or omissions or tortuous acts which result in claims or suits against TCRPC and shall be liable for any damages proximately caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by SFRPC to which sovereign immunity applies. Nothing herein shall be construed as consent to be sued by third parties in any matter arising out of any contract.

Section 6. Default, Remedies, Termination.

This Agreement may be terminated with or without cause by either SFRPC or TCRPC with sixty (60) days notice to other party.

Section 7. Notice and Contact.

A. All notices provided under or pursuant to the Agreement shall be in writing, delivered either by hand, overnight express mail, or by first class, certified mail,

return receipt requested, to the representatives identified below at the address set forth below.

For SFRPC:

James F. Murley
Interim Executive Director
3440 Hollywood Boulevard, Suite 140
Hollywood, Florida 33021

For TCRPC:

Michael J. Busha
Executive Director
421 SW Camden Avenue
Stuart, Florida 34994

Section 8. Subcontracts.

A. When TCRPC subcontracts any or all of the work required by this Agreement, TCRPC agrees to include in the subcontract that: (1) the subcontractor is bound by all applicable state and federal laws and regulation and the terms and conditions of this Agreement; and (2) the subcontractor shall hold SFRPC harmless, consistent with Section 5 of this Agreement, against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement.

B. TCRPC shall provide copies of each subcontract to SFRPC within ten (10) days of its execution.

Section 9. Funding/Consideration.

A. This is a fixed fee Agreement. As consideration for performance of work rendered under this Agreement, SFRPC agrees to pay TCRPC as outlined in Section 2 of this Agreement.

Section 10. Entirety of Agreement.

The parties agree that this Agreement sets forth the entire agreement between the parties, and there are no promises or understanding other than those stated herein.

Section 11. Invalidity of Clauses.

The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

Section 12. Venue.

To the extent allowed by law, the venue for any action arising from this Agreement shall be in Broward County, Florida.

Section 13. Attorney's Fees.

Any costs or expenses (including reasonable attorney's fees) associated with the enforcement of the terms and for conditions of this Agreement shall be borne by the respective parties, however, this clause pertains only to the parties to this Agreement.

Section 14. Delegation of Duty.

Nothing contained herein shall be deemed to authorize the delegation of the constitutional or statutory duties of the officers of the Regional Planning Councils.

Section 15. Filing.

This Agreement and any subsequent amendments thereto shall be filed with the Clerk of the Circuit Court of Broward County pursuant to Section 163.01 (11), Florida Statutes.

Section 16. Equal Opportunity Provision.

SFRPC and TCRPC agree that no person shall, on the grounds of race, color, sex, national origin, disability, religion, ancestry, marital status or sexual orientation be excluded from the benefits of, or be subject to, any form of discrimination under any activity carried out by the performance of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

ATTEST:	SOUTH FLORIDA REGIONAL PLANNING COUNCIL
_____	BY: _____ James F. Murley As its Interim Exec. Director
	Date: _____

ATTEST:	TREASURE COAST REGIONAL PLANNING COUNCIL
_____	BY: _____ Michael J. Busha, As its Executive Director
	Date: _____

Exhibit “A”

SCOPE OF WORK

Southeast Florida Sustainable Communities Initiative (SCI)

Regional Vision and Blueprint for Economic Prosperity Project (RVB)

SPECIFIC RESPONSIBILITIES:

1. Work with SFRPC to coordinate planning activities and accomplish all elements of the seven-county RVB described in the Work Program approved by the US Department of Housing and Urban Development (HUD), as amended.
2. Provide Staff to assist the SCI as follows:
 - Executive Director to coordinate with SFRPC, the Project Director and Program Manager; attend Executive Committee, Consortium, Partnership, Work Group, and Consultant team meetings; manage TCRPC staff; provide necessary resources to the team of consultants; review/comment/edit draft and final work products.
 - Regional Planner to assist with the establishment, organization, coordination, involvement, communication and events related to the Southeast Florida Regional Partnership (the “Partnership”) and Consortium, and development of regional indicators/measures.
 - Regional Economist to ensure coordination and consideration of local and regional economic development organizations, Workforce boards and the Florida Chamber Foundation (Six Pillars) work; a unified Comprehensive Economic Development Strategy Plan for the seven-county Region; and a clear understanding of the Region’s economy and significant trends in employment, wages and industry clusters is provided in the RVB. Provide assistance with the preparation and review of consultant work related to regional infrastructure needs and the long-term economic sustainability of the seven-county Region.
 - Regional Ecologist to assist the Project Director, Program Manager, team of consultants, Partnership and Consortium members, local governments and other State and Federal agencies in identifying and evaluating Natural Resources of Regional Significance and regional infrastructure needs.
 - Urban Design Coordinator (1) and Urban Designers (2) to assist the Project Director, Program Manager and the team of consultants on walkable and healthy communities initiatives, sustainable land use and

transportation strategies, Partnership, Consortium, Work Group and citizen facilitation at public events, and graphic illustration of the vision and best development practices for the seven-county Region.

- Regional Energy Planner to coordinate with the Project Director, Program Manager and the team of consultants on climate change and climate resiliency issues; energy planning, efficiency and conservation strategies; greater use of solar and other clean alternative energy resources; sustainable communities; energy efficient buildings; and energy efficient transportation systems.
 - Regional Education Planner to coordinate and cooperate with the Treasure Coast Regional Schools Group, State Universities, and the team of consultants in helping promote regional efficiencies and solutions regarding education and infrastructure needs in the seven-county Region.
 - Regional Transportation Planner to coordinate with Project Director, Program Manager and the team of consultants, FDOT and the MPO/TPOs on a regional transportation system that integrates alternate modes of travel into one balanced system that supports community goals, enhances urban life, increases mobility, provides for the safe and efficient movement of people and goods, and an assessment of regional infrastructure needs.
 - GIS Coordinator working in partnership with SFRPC and the team of consultants in compiling, unifying and making readily available information provided or developed during this seven-county planning effort.
 - Accounting Manager
3. Absorb cost of travel between the South Florida and Treasure Coast Regions, and,
 4. Provide equipment, supplies, printing and reproduction, advertising, webinars, telecommunications, mailing and couriers.