



MEMORANDUM

AGENDA ITEM #III.F.1

DATE: NOVEMBER 8, 2012

TO: COUNCIL MEMBERS

FROM: STAFF

SUBJECT: CONTRACT WITH URBAN LAND INSTITUTE FOR PERFORMANCE OF SPECIFIC REGIONAL LEADERSHIP DEVELOPMENT ACTIVITIES PURSUANT TO COOPERATIVE AGREEMENT BETWEEN U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (US HUD) AND SOUTH FLORIDA REGIONAL PLANNING COUNCIL

The Council's Cooperative Agreement with US HUD includes specific work program activities including: 1) developing leadership capacity building strategy, 2) a Regional Leadership Program and 3) best practices for regional leadership models. The Executive Committee of the Southeast Florida Regional Partnership has recommended that the Council approve the attached contract to ensure successful completions of the activities.

Recommendation

Approve the attached contract and authorize Legal Counsel and the Executive Director to make any minor corrections that may be necessary.

**AGREEMENT BETWEEN
SOUTH FLORIDA REGIONAL PLANNING COUNCIL
AND
THE URBAN LAND INSTITUTE SOUTHEAST FLORIDA/CARIBBEAN
FOR THE SEVEN50, SOUTHEAST FLORIDA PROSPERITY PLAN**

This Agreement is entered into on November 8, 2012, between the South Florida Regional Planning Council (herein referred to as "SFRPC"), a body corporate and politic and an agency of the State of Florida, and ULI-The Urban Land Institute, a 501(c)(3) nonprofit research and education organization, through the ULI- Southeast Florida/Caribbean District Council (herein referred to as "ULI").

Section 1. Purpose.

A. SFRPC has been awarded a Cooperative Agreement funded by the US Department of Housing and Urban Development (HUD) Sustainable Communities Initiative Regional Planning Grant.

B. SFRPC has submitted a workplan under the Agreement, the **Seven50, Southeast Florida Prosperity Plan** ("Plan"), that provides for certain tasks to be accomplished to fulfill the Grant mission.

C. ULI has the experience and ability to provide technical assistance, organization and staffing described in this Agreement to SFRPC (the "Services") necessary to fulfill the requirements of Tasks 4.1, 4.3 and 4.4 of the Plan. .

D. SFRPC seeks to contract with ULI to provide the Services, and ULI is willing to perform the Services, in accordance with the terms of this Agreement.

E. ULI and SFRPC agree to act in a spirit of mutual cooperation and good faith in the implementation of this Agreement and its purpose.

Section 2. Scope of Work

Task 4.1 – Develop Capacity Building Strategy – ULI shall provide the following services and assume the following responsibilities:

- A. Identify gaps and develop a strategy to engage current, emerging and potential leaders representing the full region (all areas and populations). That will be done by reaching wide, to encompass the full geographic scope of the region (north-south and east-west) and deep to ensure that the full complexity of the region's diverse cultures and populations are represented, particularly those from communities not traditionally involved in planning processes.
- B. Develop a strategy and plan to organize existing identified leaders and leadership groups in a more regional format. That plan will be responsive to the goal to emerge and develop strong leaders who represent the regional community as described above. It will also include the lessons learned from Task 4.4, below.
- C. Engage identified leadership in SCI process by providing them with the information and opportunities for dialogue and participation that will enable them to become true regional citizen advocates – those who live locally and think regionally.
- D. Utilize (not develop) Asset Mapping of the region's informal and formal leadership networks.

- E. Prepare memoranda and power point presentations summarizing outcomes suitable for presentation at public meetings, as needed/requested. Some help in preparing power points may be requested from SFRPC staff.

Task 4.3 – Develop Regional Leadership Program – ULI shall provide the following services and assume the following responsibilities:

- A. Assist with work plan development and staffing of Regional Leadership and Equity Work Group meetings across the region (organized as part of seven individual county-based work group meetings), collecting data and organizing output for overall virtual meeting, as authorized by the Partnership Executive Committee on July 27, 2012.
- B. Take leadership role in working with other Consortium and Partnership members, staff and consultants to organize workshops on implementation strategies for Vision and a new regional leadership organization (suggested format to be identified by process) to advocate for Vision success to help keep it alive over time.
- C. Prepare memoranda and power point presentations summarizing outcomes suitable for presentation at public meetings, as needed/requested. Some help in preparing power points may be requested from SFRPC staff.

Task 4.4 – Best Practices – ULI shall provide the following services and assume the following responsibilities:

- A. Identify, analyze and catalog successful regional leadership models from across the country.
- B. Utilize ULI Regional Leadership Committee and SCI Work Group outputs to suggest up to three models for consideration in SE Florida.
- C. Prepare memoranda and power point presentations summarizing outcomes suitable for presentation at public meetings, as needed/requested.
- D. Issue report for consideration by overall Consortium/Partnership during January Summit.

In addition to the above services, ULI shall provide the following services and assume the following responsibilities:

- A. ULI Southeast Florida/Caribbean will organize and provide one or more networking event(s) for attendees to hear about Seven50 plans, activities and outcomes through a live presentation from Seven50 staff, consultants and/or leadership. Event(s) will be scheduled within the next 10 months. Seven50 presentation(s) will take place at either free-standing ULI sponsored event(s) or in conjunction with other ULI event(s)/program(s). Such ULI event(s) will be recognized on both ULI Southeast Florida/Caribbean and Seven50 websites.
- B. ULI Southeast/Caribbean will provide opportunities for Seven50 to display project materials, banners, signs, etc. at all District Council programs that offer display opportunities over the life of the grant's work.
- C. Provide reports regarding the four (4) county based Seven50 Workgroup Meetings held in Monroe County (10/11/12), Martin County (10/24/12), Indian River County (10/25/12), and Broward County (10/26/12).

These Additional Deliverables shall be included at no additional cost to the SFRPC or Seven50, but shall be provided as as part of this Agreement.

Prior approval to add any and all professional staff to work on the above-mentioned Tasks and deliverables, other than current ULI Southeast Florida/Caribbean District Council staff, will be discussed and agreed upon with the Project Director and the lead consultant, such agreement not to be unreasonably withheld.

All Tasks will be performed within the schedule outlined in the HUD approved timeline.

Section 3. General Terms and Conditions

- A. This Agreement shall commence upon the execution of this Agreement by the SFRPC's authorized representative, and shall end upon completion of the outlined tasks, on or before February 24, 2014, unless terminated earlier in accordance with Section 4 of this Agreement. The parties have the option to extend the term of the Agreement pursuant to a written amendment to this Agreement executed by both parties.
- B. In consideration of the services provided, ULI shall be paid a total amount not to exceed Forty Thousand and 00/100 Dollars (\$40,000.00), as follows:
 - Task 4.1 (\$17,500.00)
 - Task 4.3 (\$17,500.00)
 - Task 4.4 (\$ 5,000.00)

Payment shall be made by the SFRPC no later than thirty (30) days after ULI's submittal of an invoice and documentation necessary to pay the invoice. If the SFRPC requires additional documentation to pay the invoice, the SFRPC shall notify ULI. ULI shall then submit the additional documentation, and if the documentation is satisfactory, in the SFRPC's sole discretion, the SFRPC shall issue payment no later than fifteen (15) days after submittal of the additional documentation.

- C. Both the SFRPC and ULI agree to be governed by applicable State and Federal laws, rules and regulations.
- D. 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. This Agreement may not be assigned by either party without the prior written consent of the other party.
- E. The SFRPC and ULI mutually agree to establish a mechanism to resolve any conflicts that may arise from the creation and implementation of the Seven50 by using SFRPC's Regional Dispute Resolution Process or other mutually agreed process.
- F. Both ULI and the SFRPC agree that ULI shall at all times act as an independent contractor in the performance of its duties under this Agreement and shall identify itself as under contract to the SFRPC in the performance of its duties as set forth in this Agreement. In no event shall ULI be considered an employee of the SFRPC. Accordingly, ULI shall be responsible for the payment of all taxes arising out of ULI's activities in accordance with this Agreement including by way of illustration but not limitation, Federal income tax, Social Security tax, Unemployment Insurance taxes, and any other taxes or business license fees as may be lawfully required of a consultant performing such services.

Section 3. Record Keeping.

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

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

Section 4. Termination.

This Agreement may be terminated with or without cause by either SFRPC or ULI with sixty (60) days notice to other party. SFRPC shall pay ULI for work actually performed up to the effective date of the termination.

Section 5. Notice and Contact.

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
Executive Director
3440 Hollywood Boulevard, Suite 140
Hollywood, Florida 33021

For ULI:

Carla Coleman
Executive Director
ULI Southeast Florida/Caribbean
3170 N. Federal Highway, Suite 106
Lighthouse Point, Florida 33064

Section 6. 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 7. 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 8. Venue.

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

Section 9. Attorney's Fees.

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

Section 10. 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 11. Equal Opportunity Provision.

SFRPC and ULI 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 Executive Director

Date: _____

Approved as to legal form:

BY: _____
SAMUEL S. GOREN, ESQ.
GENERAL COUNSEL

ATTEST:

URBAN LAND INSTITUTE
Southeast Florida/Caribbean

BY: _____
Patrick Phillips
As CEO, The Urban Land
Institute

Date: _____