



# MEMORANDUM

AGENDA ITEM #9a

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DATE: FEBRUARY 4, 2008

TO: COUNCIL MEMBERS

FROM: STAFF

SUBJECT: 2007-2008 INTERLOCAL AGREEMENT BETWEEN SOUTH FLORIDA REGIONAL PLANNING COUNCIL AND MIAMI-DADE METROPOLITAN PLANNING ORGANIZATION

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## Background

The Miami-Dade Metropolitan Planning Organization (MPO) has designated \$25,000 to support the transportation planning efforts of the South Florida Regional Planning Council (SFRPC) within Miami-Dade County and other regionally focused transportation planning efforts.

## Recommendation

Authorize the Executive Director to enter into an Interlocal Agreement with the Miami-Dade MPO.

## INTERLOCAL AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2008, by and between the Miami-Dade Metropolitan Planning Organization (MPO), hereinafter called the MPO and *the South Florida Regional Planning Council, hereinafter called SFRPC.*

That the MPO did determine that *SFRPC* is fully qualified to render the services contracted.

### WITNESSETH:

**ARTICLE 1.00:** The MPO does hereby retain *SFRPC* to furnish certain services in connection with the *Improvement of Regional Transportation Planning* as described in Exhibit "A": "Scope of Services", Exhibit "B": "Tentative Project Schedule", and Exhibit "C": "Project Cost", attached hereto and made a part hereof as though fully recited herein.

**ARTICLE 2.00:** The MPO and *SFRPC* mutually agree to furnish, each to the other, the respective services, information and items as described in Exhibit "A" Scope of Service and Exhibit "B" Tentative Project Schedule. The MPO agrees to furnish *SFRPC* and its duly designated representatives' information including, but not limited to, existing data and projects related to the study area which may be available in other governmental offices. *SFRPC* agrees to perform, in a timely and professional manner, the work elements set forth in the above-enumerated Exhibits, in accordance with the Schedule set forth in Exhibit "B".

Before initiating the work described in Exhibits "A", and "B", the MPO Director or his designee shall execute and issue *SFRPC* a Notice to Proceed with the work described in said Exhibits, such work to constitute performance of the *Improvement of Regional Transportation Planning* as set forth in said Exhibits.

**ARTICLE 3.00:** The services to be rendered by **SFRPC** shall be commenced subsequent to the execution and issuance of the Notice to Proceed (NTP) and shall be completed within *twelve (12) months* from the date of execution and issuance of the NTP.

**ARTICLE 4.00:** **SFRPC** agrees to provide Project Schedule progress reports in a format acceptable to the MPO Director and at intervals established by the MPO Director. The MPO Director shall be entitled at all times to be advised, at his request, as to the status of work being done by **SFRPC** and of the details thereof. Coordination shall be maintained by **SFRPC** with representatives of the MPO. Either parties to the agreement may request and be granted a conference.

**ARTICLE 5.00:** In the event there are delays on the part of the MPO as to the approval of any of the materials submitted by **SFRPC** or if there are delays occasioned by circumstances beyond the control of **SFRPC** which delay the Project Schedule completion date, the MPO Director or his designee may grant **SFRPC**, by a letter an extension of the contract time, equal to the aforementioned delays, provided there are no changes in compensation or scope of work.

It shall be the responsibility of **SFRPC** to ensure at all times that sufficient contract time remains within which to complete services on the project and each major Task Group as designated with roman numerals on the Exhibits. In the event there have been delays which would affect the project completion date or the completion date of any major Task Group, **SFRPC** shall submit a written request to the MPO Director or his designee *twenty (20) calendar days* prior to the schedule completion date which identifies the reason(s) for the delay and the amount of time related to each reason. The MPO Director or his designee will review the request and make a determination as to granting all or part of the requested extension. MPO agrees that any extension requested by **SFRPC** will not be unreasonably withheld. Scheduled completion dates shall be determined by the elapsed times shown in Exhibit "B" and the issue date of the Notice to Proceed.

In the event contract time expires and **SFRPC** has not requested, or if the MPO Director or his designee has denied an extension of the completion date, partial progress payments will be stopped on the date time expires. No further payment for the project will be made until a time extension is

granted or all work has been completed and accepted by the MPO Director or his designee.

**ARTICLE 6.00:** *SFRPC* shall maintain an adequate and competent professional staff and may associate with it, for the purpose of its services hereunder, without additional cost to the MPO, other than those costs negotiated within the limits and terms of this Agreement and upon approval by the MPO Director, such specialists as *SFRPC* may consider necessary. *SFRPC*, however, shall not sublet, assign or transfer any work under this Agreement to firms, other cities, or individuals other than those listed in the staffing plan without the written consent of the MPO Director or his designee.

**ARTICLE 7.00:** *SFRPC* shall not be liable for use by the MPO of plans, documents, studies or other data for any purpose other than intended by the terms of this Agreement.

**ARTICLE 8.00:** All tracings, plans, specifications, maps, and/or reports prepared or obtained under this Agreement shall be considered research and shall become the property of the MPO without restriction or limitation on their use; and shall be made available, upon request, to the MPO at any time. Copies of these documents and records shall be furnished to the MPO upon request, verbal or written, allowing reasonable time for the production of such copies.

**SUB-ARTICLE 8.10:** Records of costs incurred include *SFRPC*'s general accounting records and the project records, together with supporting documents and records, of *SFRPC* and all subconsultants performing work on the project, and all other records of *SFRPC* and subconsultants considered necessary by the MPO for proper audit of project costs shall be furnished to the MPO upon request.

Whenever travel costs are included in the performance of services set forth in Exhibits "A", "B", and "C", the provisions of Metropolitan Miami-Dade County Administrative Order 6-1, shall govern *or Florida Statutes, whichever is more restrictive.*

*SFRPC* shall allow public access to all documents, papers, letters, or other material subject to

the provisions of Chapter 119, Florida Statutes, and made or received by *SFRPC* in conjunction with this Agreement. Failure by *SFRPC* to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the MPO Director.

**ARTICLE 9.00:** *SFRPC* shall comply with all federal, state, and local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance or work under this contract.

**ARTICLE 10.00:** The MPO agrees to pay *SFRPC* compensation as per Article 16.00 of this Agreement and Exhibits "A", "B", and "C", attached hereto and made a part hereof.

**ARTICLE 11.00:** The MPO Director may terminate this Agreement in whole or in part at any time the interest of the MPO requires such termination.

**SUB-ARTICLE 11.10:** If the MPO Director determines that the performance of *SFRPC* is not satisfactory, the MPO Director shall have the option of (a) immediately terminating the Agreement or (b) notifying *SFRPC* of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time.

**SUB-ARTICLE 11.20:** If the MPO Director requires termination of the Agreement for reasons other than unsatisfactory performance of *SFRPC*, the MPO Director shall notify *SFRPC* of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

**SUB-ARTICLE 11.30:** If the Agreement is terminated before performance is completed, *SFRPC* shall be paid for the work satisfactorily performed. Payment is not to exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is of the total work called for in the contract. Such determination shall be based and calculated upon a percentage allocation of total project cost, by major Task Group.

**ARTICLE 12.00:** All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

**ARTICLE 13.00:** *SFRPC* warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for *SFRPC*, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted.

**SUB-ARTICLE 13.10:** For the breach or violation of Article 13.00, the MPO Director shall have the right to terminate this Agreement without liability, and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

**ARTICLE 14.00:** *SFRPC* agrees that it shall make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of this Agreement, without first notifying the MPO Director or his designee and securing its consent. *SFRPC* also agrees that it shall not copyright or patent any of the data and/or information furnished in compliance with this Agreement, it being understood that, under Article 8.00 hereof, such data or information is the property of the MPO. This Section shall not be construed to limit or restrict public access to documents, papers, letters or other material pursuant to Article 8.10 of this Agreement.

**ARTICLE 15.00:** The MPO shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure. Any contract, verbal or written, made in violation of this subsection shall be null and void, and no money shall be paid on such contract.

**ARTICLE 16.00:** Method of compensation - It is mutually agreed and understood that the following provision shall be applicable to this Agreement. **SFRPC** shall invoice monthly in a format acceptable to the MPO Director or his designee and shall be paid a percent of the fixed fee equal to the portion of the service complete pursuant to each Task Order executed in accordance with Article 2.00. **SFRPC** shall invoice 100% of the fixed fee. The compensation to be paid to **SFRPC** shall not exceed **\$25,000.00**, as indicated in Article 10.00 hereof.

**SUB-ARTICLE 16.10:** It is agreed that said compensation provided in Article 16.00 hereof shall be adjusted to exclude any significant sums where the MPO Director shall determine that reported costs by **SFRPC** reflect inaccurate, incomplete or non-current costs. All such adjustments shall be made within sixty (60) days following the end of the Agreement. For purpose of this Agreement, the end of the Agreement shall be deemed to be the date of final billing or acceptance of the work by the MPO Director or his designee, whichever is later.

**ARTICLE 17.00:** Standards of Conduct - Conflict of Interest - **SFRPC** covenants and agrees that it and its employees shall be bound by the standards of conduct provided in Florida Statutes 112.313 as it relates to work performed under this Agreement, which standards will be reference be made a part of this Agreement as though set forth in full. **SFRPC** agrees to incorporate the provisions of this article in any subcontract into which it might enter with reference to the work performed.

**ARTICLE 18.00:** The MPO Director reserves the right to cancel and terminate this Agreement in the event the **SFRPC** or any employee, servant, and agent of **SFRPC** is indicted or has direct information issued against him for any crime arising out of or in conjunction with any work being performed by **SFRPC** for or on behalf of the MPO, without penalty. It is understood and agreed that in the event of such termination, all tracings, plans, specifications, maps, and data prepared or obtained under this Agreement shall immediately be turned over to the MPO Director in conformity with the provisions of Article 8.00 hereof. **SFRPC** shall be compensated for its services rendered up to the time of any such termination in accordance with Article 11.00 hereof.

**ARTICLE 19.00:** To the extent permitted by law, and subject to the limitations included within Florida Statutes Section 768.28, **SFRPC** shall indemnify and save harmless the MPO and Miami-Dade County from any and all claims, liability, losses and causes of action arising out of **SFRPC's** negligence or other wrongful acts in the performance of this agreement. However, nothing herein shall be deemed to indemnify the MPO for any liability or claims arising out of the negligence, performance, or lack of performance of the MPO.

To the extent permitted by law, and subject to the limitations included within Florida Statutes Section 768.28, the MPO shall indemnify and save harmless **SFRPC** from any and all claims, liability, losses and causes of action arising out of the MPO's negligence or other wrongful acts in the performance of this agreement. However, nothing herein shall be deemed to indemnify **SFRPC** for any liability or claims arising out to the negligence, performance, or lack of performance of **SFRPC**.

**ARTICLE 20.00:** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

**ARTICLE 21.00:** Attachments:

Exhibit "A", Scope of Services

Exhibit "B", Tentative Project Schedule

Exhibit "C", Project Costs

No alteration, change or modification of the terms of this Agreement shall be valid unless made in writing, signed by both parties hereto, and approved by the Governing Board of the Metropolitan Planning Organization.



IN WITNESS WHEREOF, the parties hereto have executed these presents this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

ATTEST:

**MIAMI-DADE COUNTY FLORIDA**

**By The Governing Board of  
Metropolitan Planning Organization**

By: \_\_\_\_\_  
**Director, MPO Secretariat**

ATTEST:

**South Florida Regional Planning Council**

By: \_\_\_\_\_  
**Larry Allen  
SFRPC Project Manager**

By: \_\_\_\_\_  
**Ms. Carolyn Dekle  
SFRPC Executive Director**

By: \_\_\_\_\_  
**Dr. Marta Perez  
SFRPC Chairperson**

## **Scope of Services**

### **Exhibit "A"**

The South Florida Regional Planning Council will continue to provide transportation planning and technical assistance pursuant to the FY 2007 Unified Planning Work Program (UPWP) with the aim of improving regional transportation and land use planning to strengthen the potential for transit use in the region. Highlights of transportation planning and technical assistance activities in which Council staff will continue to participate including the following:

1. MPO-TPC  
Participate in the Transportation Planning Council of the MPO.
2. PTAC for SFRTA  
Participate in the Planning and Technical Advisory Committee for the South Florida Regional Transportation Authority (SFRTA).
3. FEC Corridor  
Assist Florida Department of Transportation (FDOT) in the development of South Florida East Coast Corridor (SFECC) study with coordination with cities along the corridor, and with steering committee assistance.
4. LRTP and Regional LRTP  
Participate in the development of updates to the MPO's Long Range Transportation Plan and the Regional Long Range Transportation Planning Process.
5. 441 Collaborative  
Continue to build on the successes of the State Road 7/U.S. 441 Collaborative expanding into Miami-Dade County.
6. Regional Hurricane Evacuation  
Continue working on a Regional Hurricane Evacuation Model Development with participation from FDOT Districts IV and VI, Department of Emergency Management (DEM), Department of Community Affairs (DCA), and Broward, Miami-Dade and Monroe Counties.
7. Clean Cities  
Participate in the Clean Cities Program Initiative
8. Provide Meeting Facilitation to Advance TOD  
Continue to assist the MPO in its efforts to further public understanding and coordination of transportation and local government decision making that will advance transit orientated development potential. This may include participation in charrettes, strategic planning, and public participation workshops.

9. Transportation/Land Use and Business Forum

Provide staff support and participation in transportation and land use planning activities and provide forums for regional cooperation on transportation issues for community and business leaders as appropriate.

10. Technical Assistance to Policy Makers

Continue to seek to add value to the transportation planning process throughout the region by raising awareness among decision makers of the importance of the transportation planning process and its role in attracting state and federal funding to the South Florida region.

11. Municipal Technical Assistance

Work with newly incorporated municipalities along the US-1 Corridor on transportation issues.

End Products:

- Quarterly Progress Reports - Documentation of related meetings; Reports and interim documents produced for the activities listed.
- Annual Report consolidating fiscal year 2007 SFRPC's planning activities pertaining to transportation and land use. (June 2008)

# EXHIBIT B - SCHEDULE

	Jul.		Aug.		Sept.		Oct.		Nov.		Dec.		January		Feb.		Mar.		Apr.		May		Jun.	
1 MPO-TPC	X		X		X		X		X		X		X		X		X		X		X		X	
2 PTAC for SFRTA		X		X		X		X		X		X		X		X		X		X		X		X
3 FEC Corridor	X		X		X		X		X		X		X		X		X		X		X		X	
4 LRTP and Regional LRTP		X		X		X		X		X		X		X		X		X		X		X		X
5 441 Collaborative	X		X		X		X		X		X		X		X		X		X		X		X	
6 Regional Hurricane Evacuation		X		X		X		X		X		X		X		X		X		X		X		X
7 Clean Cities		X		X		X		X		X		X		X		X		X		X		X		X
8 Provide Meeting Facilitation to Advance TOD		X		X		X		X		X		X		X		X		X		X		X		X
9 Transportation /Land Use and Business Forums	X		X		X		X		X		X		X		X		X		X		X		X	
10 Technical Assistance to Policy Makers		X		X		X		X		X		X		X		X		X		X		X		X
11 Municipal Technical Assistance		X		X		X		X		X		X		X		X		X		X		X		X

## EXHIBIT C

### ESTIMATED FEE

<b>TASK</b>	<b>COST</b>
1. MPO-TPC	\$2500
2. PTAC for SFRTA	\$3000
3. FEC Corridor	\$1000
4. LRTP and Regional LRTP	\$3000
5. 441 Collaborative	\$3000
6. Regional Hurricane Evacuation	\$2000
7. Clean Cities	\$5000
8. Provide Meeting Facilitation to Advance TOD	\$1000
9. Transportation/Land Use and Business Forums	\$1500
10. Technical Assistance to Policy Makers	\$1000
11. Municipal Technical Assistance	\$2000
	<b>\$25,000</b>