

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46

RESOLUTION NO. 08-72

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO GRANTS; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO AN INTERLOCAL AGREEMENT WITH MIAMI-DADE METROPOLITAN PLANNING ORGANIZATION IN THE AMOUNT OF \$38,742 FOR THE DEVELOPMENT OF A VILLAGEWIDE BICYCLE/PEDESTRIAN MASTER PLAN; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village has discovered that it is faced with several challenging bicycle and pedestrian path issues; and,

WHEREAS, the administration is therefore interested in the development of a Villagewide Bicycle/Pedestrian Master Plan to accommodate local mobility needs while enhancing the character of the community and improving the quality of life for its residents by providing viable paths for bicyclists and pedestrians; and,

WHEREAS, the department believes that by further providing alternative mode infrastructure like adequate bicycle and pedestrian paths, the roadway network would benefit from an improved level of service, as would the level and quality of service for the alternative modes being provided; and,

WHEREAS, these alternative paths and facilities would increase mobility options for commuters, school children, and recreational users in the community, making the mobility system safer and more convenient; and,

WHEREAS, the Village is proceeding to develop a Palmetto Bay Bicycle/Pedestrian Master Plan and implement the provisions of the Metropolitan Planning Organization Interlocal Agreement; and,

NOW, THEREFORE, BE IT RESOLVED, BY THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AS FOLLOWS:

Section 1: The Village Manager is authorized to execute an Interlocal Agreement with Miami-Dade County Metropolitan Planning Organization for the provision of a Bicycle/Pedestrian Master Plan.

Section 2: This resolution shall be effective immediately upon approval.

PASSED and ADOPTED this 9th day of September, 2008.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29

ATTEST: Meighan Rader
Meighan Rader
Village Clerk

Eugene P. Flinn Jr.
Eugene P. Flinn Jr.
Mayor

READ AND APPROVED AS TO FORM:

Eve Boutsis
Eve Boutsis
Village Attorney

FINAL VOTE AT ADOPTION:

- Council Member Ed Feller YES
- Council Member Paul Neidhart YES
- Council Member Shelley Stanczyk YES
- Vice-Mayor Linda Robinson YES
- Mayor Eugene P. Flinn Jr. YES

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 *Village of Palmetto Bay*, hereinafter called **PALMETTO BAY**.

That the MPO and **PALMETTO BAY** have determined to jointly fund the *Palmetto Bay Bicycle/Pedestrian Master Plan* and that **PALMETTO BAY** has determined to provide the services for such study and its share of the costs thereof as provided below.

WITNESSETH:

ARTICLE 1.00: The MPO does hereby retain **PALMETTO BAY** to provide the services for the *Palmetto Bay Bicycle/Pedestrian Master Plan*, which services are described in Exhibit "A": "Scope of Services", and Exhibit "B": "Tentative Project Schedule". The parties further agree that the project costs are provided in Exhibit "C": "Project Cost." The referenced exhibits are attached hereto and made a part hereof as though fully recited herein. Article 16.00 governs each party's obligations for its portion of the Project Cost.

ARTICLE 2.00: The MPO and **PALMETTO BAY** mutually agree to furnish, each to the other, the respective services, information and items as described in Exhibit "A" Scope of Services, Exhibit "B" Tentative Project Schedule, and Exhibit "C" Project Cost. The MPO agrees to furnish **PALMETTO BAY** 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. **PALMETTO BAY** agrees to perform or cause to be performed, 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", "B", and "C", the MPO Director or his designee shall execute and issue **PALMETTO BAY** a Notice-to-Proceed with the work described

in said Exhibits, such work to constitute performance of the Palmetto Bay Bicycle/Pedestrian Master Plan as set forth in said Exhibits.

ARTICLE 3.00: The services to be rendered by **PALMETTO BAY** shall be commenced subsequent to the execution and issuance of the Notice-to-Proceed and shall be completed within *nine (9) months* from the date of execution and issuance of the Notice-to-Proceed.

ARTICLE 4.00: **PALMETTO BAY** agrees to provide Project Schedule progress reports on a monthly basis and in a format acceptable to 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 **PALMETTO BAY** and of the details thereof. Coordination shall be maintained by **PALMETTO BAY** 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 **PALMETTO BAY** or if there are delays occasioned by circumstances beyond the control of **PALMETTO BAY** which delay the Project Schedule completion date, the MPO Director or his designee may grant **PALMETTO BAY**, 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 **PALMETTO BAY** 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, **PALMETTO BAY** shall submit a written request to the MPO Director or his designee *twenty (20) 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. 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 *PALMETTO BAY* 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: *PALMETTO BAY* 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 *PALMETTO BAY* may consider necessary.

ARTICLE 7.00: The MPO shall not be liable for use by the *PALMETTO BAY* 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 by *PALMETTO BAY* and all subconsultants performing work on the project, and all other records of *PALMETTO BAY* 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.*

PALMETTO BAY 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 **PALMETTO BAY** in conjunction with this Agreement. Failure by **PALMETTO BAY** to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the MPO Director.

ARTICLE 9.00: **PALMETTO BAY** 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 **PALMETTO BAY** 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 **PALMETTO BAY** is not satisfactory, the MPO Director shall have the option of (a) immediately terminating the Agreement or (b) notifying **PALMETTO BAY** 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 **PALMETTO BAY**, the MPO Director shall notify **PALMETTO BAY** 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, ***PALMETTO BAY*** shall be paid for the work satisfactorily performed. Payment is not to exceed the prorated amount of the total share of the project costs to be paid by MPO as provided in Article 16.00 agreement amount based on work satisfactorily completed. 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: PALMETTO BAY warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for ***PALMETTO BAY***, 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: PALMETTO BAY 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. ***PALMETTO BAY*** 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: Payment of project costs - It is mutually agreed and understood that the Project Costs shall be as provided in Exhibit C . MPO shall pay **PALMETTO BAY** 80% of such Project Costs. **PALMETTO BAY** shall be responsible for the remaining 20% of such Costs. **PALMETTO BAY** shall invoice MPO monthly for MPO's share of Project Costs in a format acceptable to the MPO Director or his designee and shall be paid therefore on a percentage of completion basis for each Task described in the Notice-to-Proceed executed in accordance with Article 2.00. **PALMETTO BAY** shall invoice 100% of the MPO's share of the Project Cost upon completion of all Task Orders, as indicated under Exhibit "A". The total compensation to be paid by the MPO to **PALMETTO BAY** hereunder shall not exceed \$38,742.

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 **PALMETTO BAY** reflect inaccurate, incomplete or non-current costs. All such adjustments shall be made within 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 - **PALMETTO BAY** covenants and agrees that it and its employees shall be bound by the standards of conduct provided in

ARTICLE 17.00: Standards of Conduct - Conflict of Interest - **PALMETTO BAY** 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 referred and made a part of this Agreement as though set forth in full. **PALMETTO BAY** 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 **PALMETTO BAY** or any employee, servant, or agent of **PALMETTO BAY** is indicted or has direct information issued against him for any crime arising out of or in conjunction with any work being performed by **PALMETTO BAY** 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. **PALMETTO BAY** 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, **PALMETTO BAY** shall indemnify and save harmless the MPO from any and all claims, liability, losses and causes of action arising out of **PALMETTO BAY'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 **PALMETTO BAY** 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 **PALMETTO BAY** for any liability or claims arising out to the negligence, performance, or lack of performance of **PALMETTO BAY**.

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", Project Schedule

Exhibit "C", Project Budget

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.

This Agreement, regardless of where executed, shall be governed by and construed according to the laws of the State of Florida and venue shall be in Miami-Dade County, Florida.

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 (MPO)**

By: _____ Print Name _____

Director, MPO Secretariat

ATTEST: VILLAGE OF PALMETTO BAY

By: _____ Print Name _____

PALMETTO BAY Authorized Representative