

RESOLUTION NO. 2011-47

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA; AUTHORIZING THE VILLAGE MANAGER TO EXTEND THE SERVICES OF ROSS GIS CONSULTING, INC. FOR ONE (1) YEAR, TO PROVIDE GEOGRAPHIC INFORMATION SERVICES (GIS) TO THE VILLAGE OF PALMETTO BAY AT AN ESTIMATED ANNUAL COST OF \$9,000; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, ongoing development of the Village's GIS system created the capability of producing high quality maps displaying property information at the parcel level to include such data as zoning, land use, streets, addresses, flood zones, storm water drainage, street signs, light poles, and locations of water and sewer lines for all parcels within the Village; and

WHEREAS, it was desirous to continue the development and maintenance of the Village's GIS by securing an agreement with an individual and/or firm to provide GIS professional services to the Village; and

WHEREAS, the Village advertised the issuance of a Request for Proposals (RFP) for GIS Professional Services (#08-PZ-01) on June 13th, 2008 soliciting interest from among qualified and experienced individuals and/or firms to submit proposals by July 15th, 2008; and

WHEREAS, The scope of services to be provided by the consultant chosen included i) ongoing maintenance to the current system and, ii) development of additional GIS applications; and

WHEREAS, on September 8, 2008, the Village considered the respondents to the RFP and selected Ross GIS Consulting Inc. (Resolution No. 08-74) to provide said Geographic Consulting Services to the Village for a period of three (3) years, with two (2) additional one (1) year options to extend; and

WHEREAS, Ross GIS Consulting, Inc., has provided competent and consistent GIS services to the Village, approval of a one (1) year extended contract would be appropriate in light of said service; and

WHEREAS, the contract provides for a minimum of 10 hours of GIS services per month at a cost of \$750 a month or \$9,000 a year.

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

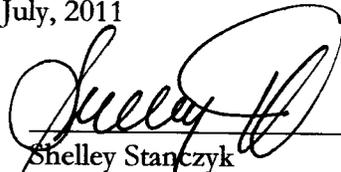
Section 1. The above recitals are included herein by reference.

Section 2. In accordance with Resolution No. 08-74, the contract between Ross GIS Consulting, Inc. and the Village of Palmetto Bay, is hereby extended for a period of one (1) year with one (1) remaining one (1) year extension option.

Section 3. This Resolution shall take effect immediately upon approval.

PASSED and ADOPTED this 11th day of July, 2011

Attest: 
Meighan Alexander
Village Clerk


Shelley Stanczyk
Mayor

APPROVED AS TO FORM:


Eve A. Boutsis,
FIGUEREDO & BOUTSIS, P.A., as Office
of the Village Attorney

FINAL VOTE AT ADOPTION:

| | |
|-----------------------------------|------------|
| Council Member Patrick Fiore | <u>YES</u> |
| Council Member Howard J. Tendrich | <u>YES</u> |
| Council Member Joan Lindsay | <u>YES</u> |
| Vice-Mayor Brian W. Pariser | <u>YES</u> |
| Mayor Shelley Stanczyk | <u>YES</u> |

**AGREEMENT FOR GEOGRAPHIC INFORMATION SYSTEM (GIS)
PROFESSIONAL SERVICES BETWEEN
THE VILLAGE OF PALMETTO BAY AND
ROSS GIS CONSULTING, INC.**

THIS AGREEMENT is entered into this 8th day of September, 2008, by and between the Village of Palmetto Bay (Village), a municipal corporation of the State of Florida, located at 8950 SW 152nd Street, Palmetto Bay, Florida 33157 and Ross GIS Consulting, Inc. (Consultant), a Florida corporation, located at 6001 SW 70th Street, #319, South Miami, Florida 33143.

WITNESSETH:

WHEREAS, the Village conducted a competitive process in accordance with its procurement procedures to solicit interest among individuals and/or firms to provide Geographic Information System (GIS) services through issuance of a Request for Proposals (RPF) on June 13th, 2008; and

WHEREAS, an evaluation committee reviewed responsive proposals received July 15th, 2008, and recommended the Consultant as the top ranked firm to provide GIS services to the Village; and

WHEREAS, the Village desires to engage and retain the services of the Consultant to perform the work described in this agreement and the Consultant desires to accept the engagement; and

WHEREAS, the work to be performed related to providing GIS services provides support for the current GIS application and consists of creating a new web application that will integrate building, zoning and public works departmental data and developing new GIS applications as identified; and

WHEREAS, the fundamental goal of the Consultant shall be to provide the best value for GIS services to the Village, by providing qualified technical labor, knowledge of GIS related projects, software development, staff training, and the successful implementation of GIS-based solutions in a government setting; and

WHEREAS, the Consultant shall be readily available, accessible to the Village and able to provide GIS services in a flexible manner.



Village


Consultant

NOW THEREFORE, in consideration of the sum of \$10.00, the mutual promises and covenants contained in this agreement, and for other good and valuable consideration, the receipt and legal sufficiency of which is acknowledged by both parties, the parties agree as follows:

I. WHEREAS CLAUSES

The above whereas clauses are incorporated and made a part of this agreement.

II. SCOPE OF SERVICES

Two components to the scope of services shall be provided by Consultant: 1) ongoing maintenance to the current GIS system; and, 2) additional GIS development, as described below.

Consultant shall provide ongoing maintenance services to the Village's GIS system, including but not limited to:

- a. Implementation of a custom ArcGIS Server 9.3 application which contains all the capabilities of the current web mapping application.
- b. Conversion of the current GIS database to a combination of ESRI File Geodatabases and ArcSDE databases.
- c. Regular maintenance and updates to the GIS database and software.
- d. Creation of custom maps, as requested.
- e. Generation of mailing labels, upon request.
- f. Weekly updates of property appraiser records.
- g. Updates of water and sewer data, when made available.
- h. Ad-hoc generation of maps, updates of mapping templates, printing and laminating of atlases, upon request.
- i. Assessment and provision of miscellaneous tasks required for ongoing, uninterrupted functioning of GIS system software and hardware.
- j. Staff training related to ongoing maintenance functions, as necessary.
- k. Response to Village requests within two (2) day business days.

Consultant shall provide additional GIS development services, subject to funding availability and through issuance of a project specific work order, as follows:

- a. Completion of the implementation of an interface to Village historical zoning documents.
- b. Develop and implement additional interfaces to Village documents based on future needs of Village departments, as may be identified from time to time.
- c. Provide staff training on use of new interfaces.



Village


Consultant

- d. Prepare annual recommendations to the Village of additional GIS software and hardware requirements.

III. TERM OF AGREEMENT; EFFECTIVE DATE

This agreement shall be for a period of three (3) years with two additional one (1) year renewal options. The Village may, but is under no obligation to extend or renew this agreement after expiration of the initial three (3) year term. The Village shall provide 30 days prior notice of its intent not to renew of any additional year term.

This agreement shall be effective immediately from and after execution of this agreement.

IV. COMPENSATION FOR SERVICES

In return for satisfactory performance of services provided by Consultant as specified in Section II. related to ongoing maintenance services, the Village agrees to pay Consultant based upon the following rate table:

| <u>Year of Agreement</u> | <u>Monthly Fee for Up to 10 hrs. of Support</u> | <u>Hourly Rate for Beyond 10 hrs. of Monthly Support</u> |
|--------------------------|---|--|
| One | \$ 700 | \$ 65 |
| Two | \$ 725 | \$ 70 |
| Three | \$ 750 | \$ 70 |
| Renewal(s) | \$ 750 | \$ 75 |

In return for satisfactory performance of services provided by Consultant as specified in Section II. related to GIS development services, the Village agrees to pay Consultant as follows:

Complete implementation of an interface to Village historical zoning documents: \$ 7,750 (funding available)

To develop and implement an interface to Village Planning & Zoning documents: \$17,500 (subject to available funding and issuance of a project work order)

To develop and implement additional interfaces to Village documents based on future needs of Village departments, as may be identified from time to time:

To be determined by Consultant and


 Village

 Consultant

Village, with approval by the Village prior to any work being performed, subject to available funding and issuance of a project specific work order.

Compensation for GIS services shall be payable by the Village in arrears, each month, pursuant to the approval of the monthly invoice of Consultant. The invoice shall indicate the number of hours of GIS services provided in the prior month and any backup documentation required by the Village Manager or designee. Monthly support to be provided above ten (10) hours shall require prior, written approval by the Village, upon written request by the Consultant.

V. PERMITS, TAXES, LICENSES

Consultant shall at its own expense obtain all necessary permits, pay all licenses and memberships, fees and taxes required to comply with all local ordinances, state and federal laws, rules, regulations and professional standards that would apply to providing GIS professional services under this agreement.

VI. ASSISTANCE PROVIDED BY VILLAGE

The Village shall provide one GIS server, an ArcGIS server Workgroup Standard 9.2 and ArcIMS 9.2, in addition to customary GIS equipment operating and office supplies. The Village shall maintain the subscriptions to obtain Miami-Dade GIS data, aerial photographys, property appraiser records and other GIS required licenses.

VII. TERMINATION FOR CONVENIENCE

Either party may terminate this contract for convenience at any time by giving 90 days notice in writing. The Consultant will be paid for the value of services performed pursuant to the schedule contained in the statement of work, up to and including the termination date. In the event that either party improperly terminates the agreement for default under section VII below, the termination shall be deemed a termination for convenience under this section.

VIII. TERMINATION FOR DEFAULT

Either party may terminate this agreement prior to the expiration of the initial term or any subsequent renewal term on account of a material breach of this agreement by the other party, which has not been cured within ten (10) days from the date of receipt of written notice of breach from the party seeking termination. Termination shall be effective as of the end of the notice period in the case of any uncured material breach.



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Consultant may terminate this agreement prior to the expiration of the initial term or any subsequent renewal term upon not less than 60 days prior written notice to the Village in the event that Consultant is unable to complete the services identified in section II due to causes beyond Consultant's control.

The Village shall have no liability to the Consultant for future profits or losses in the event of termination for default. The rights and remedies of the Village provided in this provision shall not be exclusive and are in addition to any other rights and remedies provided by law or under this agreement.

IX. INSURANCE AND INDEMNIFICATION

Consultant shall maintain throughout the period of this agreement Comprehensive Automobile Liability insurance in the minimum amount of \$300,000 combined single limit for bodily injury and property damages liability to protect it from claims for damages for bodily and personal injury, including death, as well as from claims for property damages, which may arise from the ownership, use or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the Consultant or by anyone directly or indirectly employed by the Consultant.

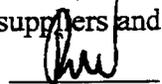
Consultant shall maintain Workers' Compensation insurance (if applicable), to satisfy applicable statutory requirements of Chapter 440, Florida Statutes.

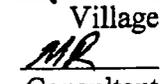
All insurance is to be placed with Best rated A-8 or better insurance companies qualified to do business under the laws of the State of Florida and have agents upon whom service of process may be made in the State of Florida.

The Consultant shall not commence work under this agreement until it has obtained insurance required by the Village. The Consultant shall furnish certificates of insurance to the Village prior to the commencement of operations which shall include the Village as an additional insured. The certificates shall clearly indicate that the Consultant has obtained insurance in the type, amount, and classification as required for strict compliance with this section and that no reduction in limits by endorsement during the policy term, or cancellation of this insurance shall be effective without 30 days prior written notice to the Village. Compliance with the foregoing requirements shall not relieve the Consultant of its liability and obligations under this agreement.

The Village shall not be held liable or responsible for any claims which may result from acts, errors or omissions of the Consultant or its subconsultants, suppliers or laborers. In reviewing, approving or rejecting any submissions or acts of the Consultant, the Village in no way assumes responsibility or liability for the acts, errors or omissions of the Consultant or subconsultant.

The Consultant shall defend, indemnify and hold the Village harmless from any and all claims, liability, losses, expenses and causes of action arising solely out of a negligent act, error, or omission or misconduct of the Consultant, or the Consultant's subconsultants, suppliers and



Village


Consultant

laborers incident to the performance of the Consultant's services under this agreement. The Consultant shall pay all claims, losses, fines, penalties, costs and expenses of any nature whatsoever resulting from its intentional misconduct or negligence.

X. TRANSFER AND ASSIGNMENT

None of the work or services under this agreement shall be subcontracted unless Consultant obtains prior written consent from the Village. Approved subconsultants shall be subject to each provision of this agreement and Consultant shall be responsible and indemnify the Village for all subconsultants' acts, errors or omissions.

The Consultant shall not assign, transfer or pledge any interest in this agreement without the prior written consent of the Village; provided, however, that claims for money by the Consultant from the Village under this agreement may be assigned, transferred or pledged to a bank, trust company, or other financial institution without the Village's approval. Written notice of any assignment, transfer or pledge of funds shall be furnished within ten (10) days by the Consultant to the Village.

XI. OWNERSHIP OF DOCUMENTS

All documents, reports, plans, maps, specifications or other records, including electronic records, resulting from the professional services rendered by the Consultant under this agreement shall be deemed the property of the Village and the Village shall have all rights incident to this ownership. The Consultant acknowledges that all documents prepared under this agreement shall be public records, and shall be subject to public inspection and copying, as provided by Florida Statutes, Chapter 119. Upon conclusion of this agreement and any extensions, all documents shall be delivered by Consultant to the Village. The Consultant shall have the right to retain copies of the documents.

XII. RESERVATION OF RIGHTS

The parties agree that this agreement may be amended to modify the scope of services and commitment by Consultant to Village, so as to better fulfill the GIS needs of the Village. No additional consideration will be necessary to amend this agreement.

XIII. SOVEREIGN IMMUNITY AND ATTORNEY'S FEES

The Village does not waive sovereign immunity for any claim for breach of agreement or for an award of prejudgment interest; provided, however, that in any action arising out of or to enforce this agreement, the prevailing party shall be entitled to its reasonable attorney's fees and costs.



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Consultant

XIV. JURISDICTION AND VENUE

For the purposes of this contract, Florida law shall govern the terms of this agreement. Venue shall be in Miami-Dade County, Florida.

XV. SEVERABILITY

Should any section or any part of any section of this agreement be rendered void, invalid or unenforceable by any court of law, for any reason, the determination shall not render void, invalid or unenforceable any other section or part of any section of this agreement.

XVI. NOTICES

Whenever either party desires to give notice to the other, it must be given by hand delivery, facsimile, or written notice, sent by certified United States mail, with return receipt requested or a nationally recognized private mail delivery service, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following.

For the Village: Ron E. Williams, Village Manager
 Village of Palmetto Bay
 8950 SW 152nd Street
 Palmetto Bay, Florida 33157
 305.259.1260

For the Consultant: Matthew Ross, President
 Ross GIS Consulting, Inc.
 6001 SW 70th Street, #319
 South Miami, Florida 33143
 305.934.7992

An individual or delegated committee will be designated to represent the Village in all matters pertaining to the work as it progresses. Interference by unauthorized individuals must be controlled so as no to impede the smooth progress of the work. Consultant shall review all work to be accomplished with project representative to preclude misunderstandings.

XVII. ENTIRE AGREEMENT

The agreement, when signed by all of the parties, constitutes the full and complete understanding and agreement of all parties and may not be in any manner interpreted or fulfilled in contradiction of its express terms. This agreement, RFP #08-PZ-01 and the proposal submission response of Consultant, incorporated by reference into this agreement, constitute the entire



Village


Consultant

understanding between the parties and integrates by its terms all previous agreements or understandings, oral or written, between the parties. In the event of any conflict, the terms of this agreement will govern over the provisions of any incorporated documents

XVIII. INTEREST PAYMENTS

Interest shall accrue on unpaid invoices as provided by section 218.74, Florida Statutes.

XIX. SURVIVAL OF PROVISIONS

Any terms or conditions of either this agreement or any subsequent project agreement that require acts beyond the date of the term of either agreement, shall survive termination of the agreements, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

XX. RECORDS/AUDITS

Consultant shall maintain complete and correct records, books, documents, papers, and accounts pertaining to the specific project. Such records, books, documents, papers, and accounts shall be available at all reasonable times for examination and audit by the Village Manager or any authorized Village representative with reasonable notice and shall be kept for a period of three (3) years after the completion of the scope of services and each project work order issued under this agreement. Incomplete or incorrect entries in such records, books, documents, papers, or accounts will be grounds for disallowance by or reimbursement to the Village of any fees or expenses based upon such entries. Disallowed fees will be paid when incomplete or incorrect entries are remedied to the satisfaction of the Village. The Consultant shall comply with Chapter 119, Florida Statutes, as applicable. Refusal of the Consultant to comply with these provisions shall be grounds for immediate termination for cause by the Village of this agreement or any project work order.

XXI. INDEPENDENT CONTRACTOR

The Consultant is an independent contractor under this agreement and any project agreements and nothing in this agreement shall create any association, partnership, or joint venture between the parties, or any employer-employee relationship. Personal services provided by the Consultant shall be by employees of the Consultant and subject to supervision by the Consultant, and not as officers, employees, or agents of the Village, personnel policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies, and other similar administrative procedures applicable to services rendered under this agreement or any project agreements shall be those of the Consultant.

XXII. ASSIGNMENT; AMENDMENTS

This agreement shall not be assigned, transferred or otherwise encumbered, under any circumstances, by Consultant, without prior written consent of the Village. No modification,



Village


Consultant

amendment, or alteration in the terms or conditions of this agreement shall be effective unless contained in a written documents executed with the same formality as this agreement.

XXIII. WARRANTY OF AUTHORITY

The signatories to this agreement warrant that they are duly authorized by action of their respective Village council, board of directors or other authority to execute this agreement and to bind the parties to the promises, terms, conditions and warranties contained in this agreement.

XXIV. MISCELLANEOUS PROVISION

In the event a court must interpret any word or provision of this agreement, the word or provision shall not be construed against either party by reason of drafting or negotiating this agreement.

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized officers, have executed this agreement on the date first above written.

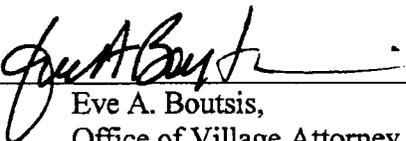
Village of Palmetto Bay

By: 
Ron E. Williams, Village Manager

Ross GIS Consulting, Inc.

By: 
Matthew Ross, President

Approved as to Form:


Eve A. Boutsis,
Office of Village Attorney
Nagin Gallop & Figueredo, P.A.


Village

Consultant



GOVERNMENT EMPLOYEES INSURANCE COMPANY

Washington DC

VERIFICATION OF COVERAGE
(SEE BELOW UNDER CAUTIONARY NOTE)

INSURED

Policy Number: 4049824966

Effective Date: 10-07-08

Expiration Date: 04-07-09

Registered State: FLORIDA

MATTHEW M ROSS
6001 SW 70TH ST
APT 319
SOUTH MIAMI, FL 33143-3425

To whom it may concern:

This letter is to verify that we have issued the policyholder coverage under the above policy number for the dates indicated in the effective and expiration date fields for the vehicle listed. This should serve as proof that the below mentioned vehicle meets or exceeds the financial responsibility requirement for your state.

This verification of coverage does not amend, extend or alter the coverage afforded by this policy.

Vehicle Year: 2003

Make: CHEV

Model: SILVER1500

VIN: 2GCEK19T531310883

| COVERAGES | LIMITS | DEDUCTIBLES |
|----------------------------|---------------------|---------------------|
| BODILY INJURY LIABILITY | \$100,000/\$300,000 | |
| PROPERTY DAMAGE LIABILITY | \$50,000 | |
| PERSONAL INJURY PROTECTION | BASIC | \$1000 DED/INSD&REL |
| UNINSURED MOTORIST/STACKED | \$100,000/\$300,000 | |
| COMPREHENSIVE | | \$1,000 DED |
| COLLISION | | \$1,000 DED |
| EMERGENCY ROAD SERVICE | FULL | NON-DED |
| RENTAL REIMBURSEMENT | \$20/DAY-\$600 MAX | |

Lienholder Additional Insured Interested Party

Additional Information:

Issued 10/31/2008

If you have any additional questions, please call 1-800-841-3000.

CAUTIONARY NOTE: THE CURRENT COVERAGES, LIMITS, AND DEDUCTIBLES MAY DIFFER FROM THE COVERAGES, LIMITS, AND DEDUCTIBLES IN EFFECT AT OTHER TIMES DURING THE POLICY PERIOD. THIS VERIFICATION OF COVERAGE REFLECTS THE COVERAGES, LIMITS AND DEDUCTIBLES AS OF THE ISSUED DATE OF THE DOCUMENT WHICH IS SHOWN UNDER "ADDITIONAL INFORMATION" OR IF AN ISSUED DATE IS NOT SHOWN, THE DATE OF THIS FACSIMILE.

GEICO

To:

From: GEICO

Date: 10/31/2008 9:20:47 AM Eastern Daylight Time
