

RESOLUTION NO. 2013-53

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO PLANNING AND ZONING AND RFP-2013-PZ-02; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE CONTRACT FOR PROFESSIONAL GEOGRAPHIC INFORMATION SYSTEM SERVICES BETWEEN THE VILLAGE OF PALMETTO BAY AND ROSS GIS CONSULTING, INC.; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, ongoing development of the Village's geographic information system (GIS) created the capability for the Village to conduct geographic analysis and to produce 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, the current independent contractor agreement for GIS services shall expire in July of 2013; and,

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

WHEREAS, in an effort to procure these services, the Village issued RFP-2013-PZ-02 in accordance with established procurement guidelines and procedures; and,

WHEREAS, the Village desires to select the most responsive and cost-effective qualified proposer to provide services as delineated in the request for proposal; and,

WHEREAS, the selection committee unanimously ranked Ross GIS Consulting, Inc., as the most responsive and cost-effective qualified proposer; and,

WHEREAS, On May 6, 2013, the Mayor and Village Council approved the selection of Ross GIS Consulting, Inc., as the most responsive proposer and authorized the Village Manager to begin negotiations with Ross GIS Consulting, Inc., in order to come back to the Village Council with a negotiated draft contract for review and approval; and,

WHEREAS, the Village Manager and Ross GIS Consulting, Inc., have completed those negotiations and the contract is now being brought back to the Mayor and Village Council for approval; and,

WHEREAS, the Mayor and Village Council desire to approve the contract with Ross GIS Consulting, Inc.

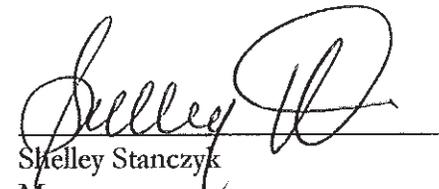
NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AS FOLLOWS:

Section 1. The Village of Palmetto Bay Mayor and Council hereby approves the contract between the Village and Ross GIS Consulting, Inc., to provide professional geographic information system services pursuant to RFP No. 2013-PZ-02. A copy of the contract is attached hereto as Exhibit A.

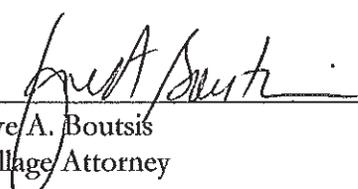
Section 2. This Resolution shall take effect immediately upon approval.

PASSED AND ADOPTED this 3rd day of June, 2013.

Attest: 
Meighan J. Alexander
Village Clerk


Shelley Stanczyk
Mayor

APPROVED AS TO FORM:


Eve A. Boutsis
Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Patrick Fiore	<u>YES</u>
Council Member Tim Schaffer	<u>YES</u>
Council Member Joan Lindsay	<u>YES</u>
Vice-Mayor John DuBois	<u>YES</u>
Mayor Shelley Stanczyk	<u>YES</u>

**CONTRACT BETWEEN THE VILLAGE OF PALMETTO BAY
AND ROSS GIS CONSULTING, INC.**

This contract is made and entered into this 11th day of July, 2013, between the Village of Palmetto Bay (Village), a Florida municipal corporation, located at 9705 East Hibiscus Street, Palmetto Bay, Florida 33157 and Ross GIS Consulting, Inc (Consultant), a Florida corporation, located at 13615 S Dixie Highway, Suite 114 PMB 423, Miami, Florida 33176.

WITNESSETH:

WHEREAS, the Village conducted a competitive process in accordance with its procurement procedures to solicit interest among individuals and/or firms to provide Professional Geographic Information System Services through a Request for Proposals (RFP) on March 1, 2013; and,

WHEREAS, Ross GIS Consulting, Inc., was found to be the most responsive proposer; and,

WHEREAS, Ross GIS Consulting, Inc., was selected by the Village Council provide Professional Geographic Information System Services to the Village; and,

WHEREAS, the Village desires to engage and retain the services of the Consultant to perform Professional Geographic Information System Services as described in this contract and the Consultant desires to accept the engagement; and,

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

1. WHEREAS CLAUSES

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

2. SCOPE OF WORK

2.1 There are two (2) components to the scope of work to be provided by the successful Proposer. They are as follows:

2.2 Ongoing maintenance services.

2.2.1 Upgrades to the ArcGIS Server Application.

2.2.2 Regular maintenance and updates to the GIS database and software.

2.2.3 Create custom maps when requested by Village staff.

2.2.4 Weekly updates to the system using Miami-Dade County property appraiser records.

2.2.5 Updates to water and sewer data as needed using Miami-Dade GIS data.

2.2.6 Update Village storm drainage inventory data using as-built drawings of newly installed systems.

2.2.7 Generation of mailing labels upon request of Village staff.

2.2.8 Ad-hoc generation of maps, updating of mapping templates, printing and laminating of atlases upon request of Village staff.

2.3 GIS development services.

2.3.1 Creation/maintenance of ArcGIS server web application which contains all the capabilities of the current ArcIMS application as listed in Section 2.01. The Consultant shall also provide an interface to Village historical zoning documents.

2.3.2 Development and planning of GIS projects (street tree, sidewalk, roadway, and traffic calming devices, etc.) based on the future needs of Village departments, as may be identified throughout the fiscal year by the Village and subject to funding availability.



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- 2.3.3 Preparation of recommendations to the Village of additional software and hardware requirements. Staff training for new applications.
- 2.3.4 The Consultant shall at its own expense obtain all necessary permits, pay all licenses, fees and taxes required to comply with all local ordinances, state and federal laws, rules, regulations and professional standards that apply to the services and contract herein.
- 2.3.5 Consultant shall observe and comply with all federal, state and local laws, ordinances, rules, regulations and professional standards that would apply to this contract and comply with the Village's Shannon Melendi Act requirements.
- 2.3.6 Consultant shall not delegate or subcontract responsibilities under this agreement without prior written authorization by the Village Manager.
- 2.3.7 Consultant warrants that no contingency fees has been paid, nor any violation of the Ethics Code and Conflict of Interest requirements of the Village has occurred in contracting.

3. COMMENCEMENT DATE AND TERM

3.1 The term shall commence upon the date of the execution of this contract and expire in two (2) years. Upon the expiration of two (2) years of service, the Consultant may be reappointed for two (2) additional one (1) year options to extend, provided that such reappointment be recommended by the Village Manager and be approved by a majority vote of the Village Council.

3.2 Work shall commence upon the issuance of a written task order by the Village. Work shall proceed in substantial compliance with the schedule of services contained in the statement of work.

4. PAYMENT

4.1 Ongoing Monthly Maintenance Fee. The ongoing monthly maintenance fee shall be \$850 and shall include up to 10 hours per month of services provided. Any work performed beyond 10 hours in a month will be billed at an hourly rate of \$85. This rate shall stand for the life of the contract and any subsequent contract renewal.

4.2 GIS Development Services.

4.2.1 Install/upgrade the Village's current ArcGIS Server website to ArcGIS Server 10.1, and create a new ArcGIS web server application. This service shall be part of the ongoing maintenance fee schedule at 4.1 above.

4.2.2 All other development services including large data creation projects will either be billed at \$85 an hour or on a negotiated basis per project.

5. TRANSFER AND ASSIGNMENT

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

5.2 The Consultant shall not assign, transfer or pledge any interest in this contract without the prior written consent of the Village; provided, however, that claims for money by the Consultant from the Village under this contract 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 10 days by the Consultant to the Village.

6. MODIFICATIONS-CHANGE ORDERS

6.1 The Village may, at any time, by written change order make changes to the scope of work, and to the means and methods of performing the performance that does not alter the scope of work. Changes, including any increase or decrease in the amount of the Consultant's compensation, shall be incorporated in written amendments to this contract.

6.2 If any changes cause an increase or decrease in the price charged, the maximum amount of the contract, or the time required for conditions of this contract, the Village shall make an equitable adjustment to the maximum amount, the price(s), the delivery schedule, or other affected terms, and shall modify the contract with a written change order.

7. TERMINATION FOR DEFAULT

7.1 Either party may terminate this contract prior to the expiration of the initial term or any subsequent renewal term on account of a material breach of this contract by the other party, which has not been cured within 10 days from the date of receipt of written notice of breach from the party seeking termination.

7.2 Termination shall be effective as of the end of the notice period in the case of any uncured material breach.

7.3 The Consultant may terminate this contract prior to the expiration of the initial term or any subsequent renewal term upon not less than 10-days prior written notice to the Village in the event that the Consultant is unable to complete the services identified in paragraph 2.1 due to causes beyond the Consultant's control.

7.4 The Village shall have no liability to the Consultant for future profits or losses in the event of termination for default.

7.5 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 contract.

7.6 Should the Consultant provide the Village with written notice of cancellation of contract, the Consultant will be required to refund a pro-rata share of the compensation identified in paragraph 4.

8. TERMINATION FOR DELAY

8.1 If the project is suspended or the Consultant's services are delayed by the Village for more than 30 consecutive days, the Consultant may terminate this contract by giving not less than 10 days written notice.

8.2 The liability of the Village upon termination by the Consultant for suspension or delay of the project shall be for the value of services performed pursuant to the schedule contained in the statement of work rendered by the Consultant to the time of termination by the Consultant. The Village shall not be liable for future profits or losses.

9. TERMINATION FOR CONVENIENCE

9.1 The Village may terminate this contract for convenience at any time by giving 30 days notice in writing to the Consultant. 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. The Consultant will be permitted to complete on-going investigations and shall be paid for all satisfactory work completed. The Village shall not be liable for future profits or losses.

9.2 In the event that the Village improperly terminates the contract for default under paragraph 7, the termination shall be deemed a termination for convenience under this paragraph.

10. TERMINATION FOR LACK OF FUNDS

10.1 Notwithstanding any other provisions of the contract, if the funds anticipated by the Village for the for the payment of work under this contract are at any time not forthcoming, through the failure of the



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Village to appropriate funds, the failure of Miami-Dade County, the Florida Legislature, or the U.S. Congress to appropriate funds, or the refusal of the administrative branch of the federal or county government to release funds, or due to any other reason for the unavailability of funds in succeeding fiscal years, or the discontinuance or material alteration of the program under which funds are to be provided, the Village shall have the right to terminate the contract without penalty by giving not less than 10 days written notice of the lack of available funding

10.2 In the event the Village declines to appropriate funds for payment of the contract for future fiscal years, the Consultant shall be paid for work performed under the contract with funds that are appropriated for the current fiscal year. The liability of the Village to the Consultant shall be limited to the obligation to budget and appropriate funds for work performed during the current fiscal year.

10.3 For any portion of the work that is funded by county, state or federal appropriations or grants, the liability of the Village to the Consultant shall be limited to payment for services when payment is received by the Village from the county, state or federal authority. The Village shall submit all required documents requesting payment within a reasonable time. The Village shall not be liable to the Consultant for work performed in the event that payment is not received by the Village from the county, state or federal funding authority. This is a pay-when-paid clause.

11. INTEREST PAYMENTS DUE TO LATE PAYMENT

11.1 The Village shall make payment to the Consultant within 30 days of receipt of the original written invoice and sufficient backup documentation and acceptance of the work by the Village. Interest shall accrue on unpaid invoices as provided by Section 218.74, Florida Statutes.

11.2 The Consultant shall not be entitled to any carrying charges or finance fees due to late payment by the Village.

12. LIENS

12.1 The Consultant, subconsultants, suppliers and laborers are prohibited from placing a lien on Village's property.

13. INDEPENDENT CONSULTANT

13.1 The Consultant is furnishing its services as an independent consultant and nothing in this contract shall create any association, partnership or joint venture between the parties, or any employer-employee relationships.

14. INDEMNIFICATION

14.1 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 any intentional misconduct or negligence.

15. MEDIATION

15.1 Any claim or dispute arising out of or related to this contract shall be subject to informal mediation as a condition precedent to the institution of legal or equitable proceedings by either party. Both parties waive any right to arbitration.

15.2 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Miami-Dade County, Florida, unless another location is mutually agreed upon.

15.3 Contracts reached in mediation shall be enforceable as settlement contracts in the Circuit Court for the 11th Judicial Circuit for the State of Florida.


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16. JURISDICTION AND VENUE

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

17. SOVEREIGN IMMUNITY AND ATTORNEY'S FEES

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

18. NOTICES

18.1 All notices given or required under this contract shall be deemed sufficient if sent by certified mail, return receipt requested, to the addresses of the Consultant and to the Village specified in this contract, unless either party shall specify to the other party a different address for the giving of the notices.

19. CONTRACTING OFFICER REPRESENTATION

19.1 For the purposes of this contract, the contracting officers are as follows:

To the Village: Village of Palmetto Bay
9705 East Hibiscus Street
Palmetto Bay, Florida 33157
Attention: Village Manager

To the Consultant: Ross GIS Consulting, Inc.
13615 S Dixie Highway
Suite 114 PMB 423
Miami, Florida 33176
Attention: Matthew Ross

20. EXAMINATION AND RETENTION OF CONSULTANT'S RECORDS

20.1 The Village, or any of their duly authorized representatives, shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Consultant's books, ledgers, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

20.2 The right to access and examination of records in subparagraph 24.1 shall continue until disposition of any mediation, claims, litigation or appeals.

21. OWNERSHIP OF DOCUMENTS

21.1 All documents, reports, plans, specifications or other records, including electronic records, resulting from the professional services rendered by the Consultant under this contract 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 contract shall be public records, and shall be subject to the public inspection and copying, as provided by Florida Statutes chapter 119. Upon conclusion of this contract and any extensions, all documents shall be delivered by the Consultant to the Village. The Consultant shall have the right to retain copies of the documents at the Consultant's expense.



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22. SEVERABILITY

22.1 Should any paragraph or any part of any paragraph of this contract 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 contract.

23. ENTIRE CONTRACT

23.1 The contract, when signed by all of the parties, constitutes the full and complete understanding and contract of all parties and may not be in any manner interpreted or fulfilled in contradiction of its express terms. This contract and the incorporated attachments constitute the entire understanding between the parties and integrates by its terms all previous contracts or understandings, oral or written, between the parties.

24. CONTINGENCY FEE AND CODE OF ETHICS WARRANTY

24.1 The Consultant warrants that neither it, nor any principal, employee, agent, representative or family member has promised to pay, and the Consultant has not, and will not; pay a fee the amount of which is contingent upon the Village awarding this contract to the Consultant.

24.2 The Consultant warrants that neither it, nor any principal, employee, agent, representative or family member has procured, or attempted to procure, this contract in violation of any of the provisions of the Miami-Dade County or the Village of Palmetto Bay conflict of interest and code of ethics ordinances.

24.3 A violation of this paragraph will result in the termination of the contract and forfeiture of funds paid, or to be paid, to the Consultant.

25. WARRANTY OF AUTHORITY

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

26. MISCELLANEOUS

26.1 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.

27. INSURANCE

27.1 The Consultant shall furnish to the Village certificates of insurance evidencing the insurance coverage required under this agreement. The required certificates of insurance shall name the type of policy provided and shall list the Village as an additional insured, refer specifically to this agreement, and underlying RFP, and state that such insurance is as required by this agreement. Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the Village's Risk Manager prior to the commencement of this Agreement. The required insurance coverage is not to cease and is to remain in full force throughout the Term of this Agreement. All policies must be endorsed to provide Village with at least thirty (30) calendar days' notice of cancellation and/or restriction. If any of the insurance coverage will expire prior to the termination of this Agreement, copies of renewal policies shall be furnished at least sixty (60) calendar days' prior to the date of their expiration. Financial Ratings must not be less than "A-VI." Insurance shall be in force until the obligations required to be fulfilled under the terms of the Contract are satisfied. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this contract, then in that event, the Consultant shall furnish, at least thirty (30) days prior to the expiration of the


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date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the contract and extension there under is in effect.

27.2 Consultant shall name the Village (and others) as an additional insured on each of the policies required herein. Consultant shall provide Worker's Compensation Insurance. Throughout the term of the contract the Consultant agrees to maintain in force at their own expense insurance as follows:

Comprehensive General and Auto Liability insurance to cover liability for bodily injury and property damage. Exposures to be covered are premises, operations, completed operations, and contractual liability. Coverage must be written on an occurrence basis, with the following limits of liability. As to vehicles it should cover owned, hired and non-owned vehicles.

- A. Bodily Injury/Property Damage
 - 1. Each Occurrence \$1,000,000
 - 2. Annual Aggregate \$1,000,000
- B. Personal Injury
 - 1. Annual Aggregate \$1,000,000

27.3 Worker's Compensation Insurance shall be maintained during the life of this contract to comply with Florida statutory limits for all employees. The following limits must be maintained:

- A. Worker's Compensation Statutory but to be provided.
- B. Employer's Liability
 - \$100,000 each accident
 - \$500,000 Disease-policy limit
 - \$100,000 Disease-employee

If Consultant claims to be exempt from this requirement, Consultant shall provide Village proof of such exemption along with a written request for Village to exempt Consultant, written on Consultant letterhead.

[Signature Page to follow].

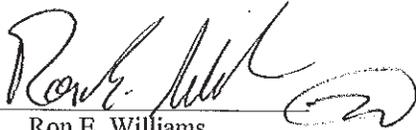

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IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized officers, have executed this contract as of the date first above written.

The Village of Palmetto Bay

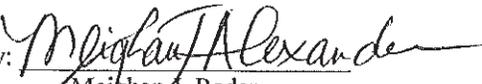
Consultant

By: 
Ron E. Williams,
Village Manager

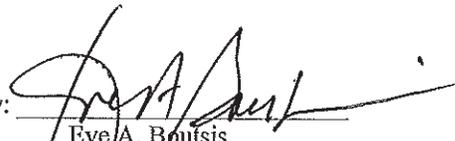
By: 
Matthew Ross
Ross GIS Consulting, Inc.

ATTEST:

VILLAGE CLERK

By: 
Meighan J. Rader,
Village Clerk

Approved as to form:

By: 
Eve A. Boutsis,
Office of Village Attorney