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CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

Memorandum

MIAMI-DADE COUNTY

Date: May 6, 2008

To: Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners

From: George M. Burgess
County Manager

Agenda Item No. 8(P)(1)(H)

Resolution No. R-506-08

Subject: Resolution Approving Execution of an Interlocal Agreement between Miami-Dade County and the Florida International University to Provide Consulting Services on an As Needed Basis

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Recommendation

On January 25, 2007, the Board of County Commissioners (BCC) approved Resolution No. R-69-07, directing the County Manager to explore opportunities to enter into interlocal agreements with local universities for the provision of services required by the County. As such, the attached Interlocal Agreement between Miami-Dade County and the Florida International University (FIU), Lehman Center for Transportation Research (LCTR), is recommended for approval for the provision of technical assistance in traffic engineering and transportation planning on an as needed basis pursuant to available funding, at a cost not to exceed $200,000 per year for a total of five (5) years.

Scope

The impact of this item is Countywide. The services associated with this Interlocal Agreement will assist PWD in managing all public roadways within the unincorporated area and County maintained roadways within municipalities.

Fiscal Impact/Funding Source

The annual budget for this five (5) year Interlocal Agreement is not to exceed $200,000 per year. The source of funding will vary depending on the scope of work assigned. Work orders will be issued based on the availability of funding.

Track Record/Monitor

FIU has performed three (3) projects for MDT and two (2) projects for MPO. In all cases the results of the work were more than satisfactory. The monitoring of proper compliance of this Interlocal Agreement will be performed by Muhammed Hasan, P.E., PWD Traffic Engineering Division Chief.

Delegation of Authority

No additional authority is being requested within the body of this contract.

Background

The LCTR at FIU was established in 1993. Since its inception, LCTR has completed over 200 projects in the areas of public transportation, traffic engineering, transportation planning, transportation safety and security, and advanced transportation technologies and applications.

LCTR is the only transportation research and education center in South Florida. The Center currently hosts an active staff of over 20 researchers and about 25 undergraduate and graduate student assistants. LCTR has an ongoing five (5) years interlocal agreement with Miami-Dade

Transit (MDT) to provide technical assistance, and also has ongoing interagency agreements with Districts 4 and 6 of Florida Department of Transportation (FDOT) to provide technical assistance in the areas of traffic engineering and Intelligent Transportation Systems (ITS).

LCTR conducts a significant number of research projects each year at both the State and Federal levels. LCTR is Florida's premier research center for providing research support to Florida's standard travel demand model and it is also a leading center in the research and development of transportation information systems. LCTR is home to the Center for Transportation Needs of Special Populations (TRANSPO), a permanent center established by the U.S. Congress in 2004 to research, collect and disseminate information about special transportation needs of special populations. LCTR is also one of the four (4) founding members of the University Consortium for Intermodal Transportation Safety and Security (UCITSS), a major consortium established to research and develop transportation management plans that consider both safety and security of the collective modes of transportation.

PWD often requires the services of consultants to conduct various traffic engineering studies either to enhance traffic flow along the existing infrastructure or to evaluate new alternatives to facilitate flow or improve the quality of life and safety of residents of the County. LCTR can provide assistance to PWD in the following areas on an as needed basis:

- Conduct traffic engineering studies that require expertise beyond the staff level and provide solutions to complex traffic engineering issues.
- Provide technical and professional assistance to traffic engineering staff in the design of complex traffic control and calming devices.
- Provide traffic turning movement counts, 24-hour counts and other engineering traffic data.
- Perform traffic operational and traffic calming studies, traffic impact and concurrency analysis.
- Assist on an as needed basis on complex safety improvement analysis.
- Assist PWD in developing various desktop and web applications.
- Develop data collection systems on both PDA and Tablet PC platforms.
- Provide independent review of reports, plans, software, products, and devices, etc.
- Review and analyze specific transportation issues and provides expert opinions and inputs.
- Identify best practices and develop procedures to improve efficiencies and effectiveness of business and technical operations and services.
- Conduct training workshops for the Division's professional staff in order to enhance staff's technical knowledge and division's productivity and efficiency.
- Other County Departments may be able to utilize this contract, should they require these consulting services.

These services may be provided by LCTR staff either from the FIU engineering campus or on-site at PWD. PWD is recommending LCTR, due to its vast team of available competent professionals and researchers, its expertise in transportation, and its ability to handle complex assignments in a short turnaround time. This Interlocal Agreement has been approved by LCTR at FIU.

Assistant County Manager

MEMORANDUM

(Revised)

TO: Honorable Chairman Bruno A. Barreiro and Members, Board of County Commissioners

DATE: May 6, 2008

FROM: R. A. Cuevas, Jr. County Attorney

SUBJECT: Agenda Item No. 8(P)(1)(H)

Please note any items checked.

_____ "4-Day Rule" ("3-Day Rule" for committees) applicable if raised

_____ 6 weeks required between first reading and public hearing

_____ 4 weeks notification to municipal officials required prior to public hearing

_____ Decreases revenues or increases expenditures without balancing budget

_____ Budget required

_____ Statement of fiscal impact required

_____ Bid waiver requiring County Manager's written recommendation

_____ Ordinance creating a new board requires detailed County Manager's report for public hearing

_____ Housekeeping item (no policy decision required)

_____ No committee review

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Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(P)(1)(H)
5-6-08

RESOLUTION NO. **R-506-08**

RESOLUTION APPROVING EXECUTION OF AN INTERLOCAL AGREEMENT WITH THE FLORIDA INTERNATIONAL UNIVERSITY FOR THE PROVISON OF RESEARCH AND TECHNICAL ASSISTANCE WITH TRAFFIC ENGINEERING AND TRANSPORTATION PLANNING ISSUES ON AN AS NEEDED BASIS, PURSUANT TO AVAILABLE FUNDING, IN AN AMOUNT NOT TO EXCEED $200,000 PER YEAR FOR A TERM OF FIVE (5) YEARS

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves execution of an interlocal agreement with the Florida International University, Lehman Center for Transportation Research, to provide research and technical assistance with traffic engineering and transportation planning services on an as needed basis, pursuant to available funding, in an amount not to exceed $200,000 per year for a total of five (5) years.

The foregoing resolution was offered by Commissioner **Natacha Seijas**, who moved its` adoption. The motion was seconded by Commissioner **Sally A. Heyman** and upon being put to a vote, the vote was as follows:

Bruno A. Barreiro, Chairman **aye**
Barbara J. Jordan, Vice-Chairwoman **aye**

Jose "Pepe" Diaz	**absent**	Audrey M. Edmonson	**absent**
Carlos A. Gimenez	**aye**	Sally A. Heyman	**aye**
Joe A. Martinez	**absent**	Dennis C. Moss	**aye**
Dorrin D. Rolle	**aye**	Natacha Seijas	**aye**
Katy Sorenson	**absent**	Rebeca Sosa	**aye**
Sen. Javier D. Souto	**absent**		

The Chairperson thereupon declared the resolution duly passed and adopted this 6th day of May, 2008. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: **Kay Sullivan**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Thomas Goldstein

INTERLOCAL AGREEMENT

THIS AGREEENT, made and entered into this 2nd day of January 2008 by and between MIAMI-DADE COUNTY, FLORIDA, BOARD OF COUNTY COMMISIONERS, hereinafter called the County and the Florida International University Board of Trustees, its successors or assigns, a public body corporate of the State of Florida, hereinafter called the University.

WITNESSETH

WHEREAS, the Lehman Center for Transportation Research (LCTR) at Florida International University was created to serve as a public resource to perform transportation research of significance to the South Florida region, and; has produced a variety of high quality reports on a multitude of Miami-Dade County transportation issues since 1993; and

WHEREAS, the County has determined that the University is fully qualified to render the transportation engineering research and analysis services described in this Agreement; and

WHEREAS, the County desires to obtain the transportation research and analysis services of the University to help in managing the County's roadway infrastructure efficiently;

NOW, THEREFORE in consideration of the mutual terms, conditions, promises, covenants and payments hereinafter set forth, the County and the University agree as follows:

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PROVISIONS

1.0 The County does hereby retain from time to time the University to furnish certain transportation research services and technical support in traffic engineering and transportation planning services on as needed basis.

2.0 The University and the County mutually agree to furnish, each to the other, the respective services, information and items as described in individual Work Orders covering such work and the compensation to be paid therefore. The Public Works Department (PWD) Director or her designee is authorized to execute such Work Orders. Reference herein to this Agreement shall be considered to be included in any Work Orders executed pursuant to this Section.

3.0 The term of this Agreement shall be five (5) years from the effective date of this Agreement. The services to be rendered by the University shall commence upon notice to proceed for each Work Order. The Work Orders shall be completed within their individual time frames, but no later than the end date of this Agreement, except that Work Orders effective in the last three (3) months of the term of this Agreement may be completed up to three (3) months after the end date of this Agreement.

4.0 The University agrees to provide Project Schedule and Project progress reports in a format acceptable to the PWD Director or her designee and at intervals established by the PWD Director or her designee and stated in the Work Order. The PWD Director

or her designee shall be entitled at all times to be advised, at her request, as to the status of work being done by the University and of the details thereof, coordination shall be maintained by the University with representatives of the County. Either party to the Agreement may request and be granted a conference. The work under this Agreement may be subjected to quality audits or inspections from PWD representatives to verify compliance with all requirements identified herein this Agreement. In the event there are delays on the part of the County as to the approval of any of the materials submitted by the University or if there are delays occasioned by circumstances beyond the control of the University which delay the Project Schedule completion date, the PWD Director may grant to the University, by a letter for "Extension of Time," an extension of the Work Order time, equal to the aforementioned delays, provided there are no changes in compensation or scope of work.

It shall be the responsibility of the University to ensure at all times that sufficient contract time remains within which to complete services on the project. In the event there have been delays which would affect the project completion date, the University shall submit a written request to the PWD Director or her designee thirty (30) days prior to the scheduled completion date which identifies the reason(s) for the delay and the amount of time related to each reason. The PWD Director will review the request and make a determination as to granting all or part of the requested extension.

The Work Order shall include a schedule for progress payments. There shall be no advance payments or lump sum payments (except when the sum is paid after completion of a Work Order).

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In the event contract time expires and the University has not requested, or if the PWD Director 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 PWD Director.

5.0 The University shall maintain, to the satisfaction of PWD, an adequate and competent professional staff and may associate with it, for the purpose of its services hereunder, without additional cost to the County, other than those costs negotiated within the limits and terms of this Agreement and upon approval by the PWD Director or her designee, such specialists as the University may consider necessary. The University, however, shall not sublet, assign or transfer any work under this Agreement to firms, other universities, or individuals other than those listed in the staffing plan, without the written consent of the PWD Director or her designee.

6.0 The University shall not be liable for use by the County of plans, documents, studies or other data for any purpose other than intended by the terms of this Agreement. All tracings, plans, specifications, maps, primary data, and/or reports, prepared or obtained under this Agreement shall be considered research and may be used by the University or County without restriction or limitation on their use; and shall be made available, upon request, to the County at any time. Copies of these documents and records shall be furnished to the County upon request.

Records or costs incurred include the University's general accounting records and

the project records, together with supporting documents and records of the University and all sub-consultants performing work on the project, and all other records of the University and sub-consultants considered by the County for a proper audit or project cost.

Travel out of Miami-Dade County by University staff must be approved in advance by the PWD Director or her designee. In-County travel is not reimbursable. Whenever travel costs are incurred, they will be subject to either the provisions of Miami-Dade County Administrative Order 6-1 or Florida Statute 1004.22, whichever is more restrictive.

Pursuant to section 1004.22 Florida Statutes, the University shall make available upon request the title and description of a research project, the name of researcher(s), and the amount and source of funding provided for such project. The University 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, age, disability, sexual orientation and national origin of work under this Agreement.

7.0 The County agrees to pay the University compensation as more fully set forth in Work Orders pursuant to Section 2.0 and in accordance with the funding parameters noted in Section 4.0 and 12.0.

8.0 The PWD Director may terminate this Agreement in whole or in part any time the interest of the County requires such termination.

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8.1 If the PWD Director determines that the performance of the University is not satisfactory, the PWD Director shall have the option of (a) immediately terminating the Agreement, any Work Order or (b) notifying the University of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement or Work Order will be terminated at the end of such time.

8.2 If the PWD Director requires termination of the Agreement or Work Order for reasons other than unsatisfactory performance of the University, the PWD Director shall notify the University of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement or Work Order is to be terminated.

8.3 If the Agreement is terminated before performance is completed, the University shall be paid for the work satisfactorily performed. The University shall be paid costs for work in progress up to the time of termination plus any non-cancelable commitments entered into by the University in furtherance of this Agreement prior to receipt of notice of termination.

9.0 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.

9.1 The University warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the University, to solicit or secure this Agreement, and it has not paid or agreed to pay any

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person, company, corporation, individual or firm a 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.

9.2 For the breach or violation of Paragraph 13.0, the PWD Director shall have the right to terminate this Agreement or any Work Order 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.

10.0 The University 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 confidential 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 PWD Director or her designee and securing its consent, except that the County acknowledges under the provisions of Florida Statute 1004.22, the University is required to disclose the names of the projects, the principal investigators and the sources and dollar amounts of funding. Nothing contained herein or elsewhere in this Agreement, including Paragraph 7.0, shall preclude the University or its employees from publishing and copywriting scholarly articles, abstracts or similar documents concerning the research conducted under this Agreement. Nothing in this Agreement shall prevent University from complying with the requirements of Chapter 119 of the Florida Statutes and Fla.Stat. Section 1004.22(2) regarding the disclosure of public information.

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11.0 The County 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. This Agreement will be funded in accordance to the work performed. 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.

12.0 Method of compensation – It is mutually agreed and understood that the following provision shall be applicable to this Agreement. The University shall invoice for work performed as detailed in Work Orders in a format acceptable to the County and the University shall be paid pursuant to completed Work Order executed in accordance with Section 2.0. Annual compensation shall not exceed $200,000.00 including an indirect cost rate not to exceed 20% for all projects other than the "Technical Assistance and Communications" task, which shall have an indirect rate not to exceed 10%.

12.1 It is agreed that said Agreement price provided in Paragraph 12.0 hereof shall be adjusted to exclude any significant sums where the PWD Director or her designee shall determine the Agreement price was increased due to inaccurate, incomplete, or non-current costs. All such Agreement adjustments shall be made within one year 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 PWD Director or her designee, whichever is later.

13.0 Standards of Conduct – Conflict of Interest – University 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 by reference be made a part of this Agreement as though set forth herein in full. University agrees to incorporate the provisions of this paragraph in any sub-contract into which it might enter with reference to the work performed.

14.0 The PWD Director reserves the right to cancel and terminate this Agreement, without penalty, in the event the University or any employee, servant, or agent of the University is indicted or has direct information issued against her for any crime arising out of or in conjunction with any work being performed by the University for or on behalf of the County. The University shall be compensated for the services rendered up to the time of any such termination in accordance with Paragraph 8.0 hereof.

15.0 The University shall, to the extent permitted by Section 768.28, Florida Statutes, at all times hereafter, indemnify and hold harmless the County, and its officers, agents, employees and instrumentalities from any and all liability, claims, losses, and causes of action, including attorney's fees and costs of defense which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of or relating to or resulting from the negligence of the University and/or its officers, employees, agents or instrumentalities, during the term of this Agreement. The University shall pay all claims and losses in connection therewith, and shall

investigate and defend all claims, suits or action of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments and reasonable attorney's fees which may issue thereon. The University expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the University shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents or instrumentalities as herein provided. Nothing herein shall be deemed to indemnify the County from any liability or claim arising out of the negligent performance or failure of performance of the County, its officers, employees, agents or instrumentalities or any other related third party. This paragraph is subject to the limitations of Section 768.28.F.S.

16.0 The County shall, to the extent permitted by law at all times hereafter, indemnify and hold harmless the University, and its officers, agents, employees and instrumentalities from any and all liability, claims, losses, and causes of action, including attorneys' fees and costs of defense which the University or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes, of actions or proceedings of any kind or nature arising out of, or relating to or resulting from the negligence of the County and/or its officers, employees, agents or instrumentalities, during the term of this Agreement. The County shall pay all claims and losses in connections therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the University, where applicable, including appellate proceedings, and shall pay all costs, judgments and reasonable attorneys'

fees which may be issued thereon. The County expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the County shall in no way limit the responsibility to indemnify, keep and save harmless and defend the University or its officers, employees, agents or instrumentalities as herein provided. Nothing herein shall be deemed to indemnify the University from any liability or claim arising out of the negligent performance or failure of performance of the University, its officers, employees, agents or instrumentalities or any other related third party. This paragraph is subject to the limitations of Section 768.28.F.S.

17.0 This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

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IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed.

ATTEST:

FOR THE COUNTY:

Miami-Dade County,
A political subdivision of the State of Florida

Harvey Ruvin, Clerk

By its Board of County Commissioners

By:_____
Deputy Clerk

By:_____
County Manager

ATTEST:

By:_____
Witness (1)

_____
Witness (2)

FOR THE FLORIDA INTERNATIONAL UNIVERSITY BOARD OF TRUSTEES:

By:_____
Joseph Barabino, Associate Vice President
Office of Sponsored Research
Administration

By:_____
Robert Gutierrez, Director
Office of Sponsored Research
Administration

Accepted in Behalf of LCTR

By: _____
Albert Gan, Ph.D.
Associate Professor

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