

RESOLUTION No. 16-60

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT IN SUBSTANTIALLY THE FORM PROVIDED, WITH THE LEHMAN CENTER FOR TRANSPORTATION RESEARCH AT FLORIDA INTERNATIONAL UNIVERSITY, FOR THE PROVISION OF TRANSPORTATION PLANNING AND TRAFFIC ENGINEERING SUPPORT, RESEARCH, AND SERVICES ON AN AS NEEDED BASIS AT A COST NOT TO EXCEED \$100,000.00 PER YEAR FOR A TERM OF FIVE (5) YEARS; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE THE INTERLOCAL AGREEMENT, SUBJECT TO APPROVAL BY THE CITY ATTORNEY AS TO FORM AND LEGAL SUFFICIENCY, AND TO EXPEND BUDGETED FUNDS IN FURTHERANCE HEREOF; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, as the City of Doral (the "City") continues to experience tremendous growth, the City strives to meet the traffic and transportation needs of City residents, employees, and visitors; and

WHEREAS, the Lehman Center for Transportation Research ("LCTR") at Florida International University ("FIU") was established in 1993 to serve as a public resource to perform transportation research and provide technical services of significance to the South Florida region; and

WHEREAS, the City desires to enter into an Interlocal Agreement with LCTR at FIU for an as needed basis related to transportation planning and traffic engineering support, research, and services; and

WHEREAS, the LCTR at FIU and the City wish to enter into an Interlocal Agreement, in substantially in the form of Exhibit "A" hereto (the "Agreement"), to formally establishing a relationship; and

WHEREAS, the costs to the City is \$100,000.00 per year for a term of five (5) years, payable to LCTR at FIU;

WHEREAS, funding for each task order will be identified from Public Works Professional Services (001.80005.500310) or Transportation Fund Professional Services (101.80005.500310) as applicable; and

WHEREAS, the Mayor and City Council finds that entering into the Interlocal Agreement is in the best interest of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DORAL AS FOLLOWS:

Section 1. Recitals. The above recitals are confirmed, adopted, and incorporated herein and made a part hereof by this reference.

Section 2. Approval. The Interlocal Agreement with the Lehman Center for Transportation Research at Florida International University, in substantially the form provided in Exhibit "A", together with such nonmaterial changes as may be deemed appropriate by the City Attorney for form and legal sufficiency, for the provision of transportation planning and traffic engineering support, research, and services on an as needed basis and pursuant to available funding, in an amount not to exceed \$100,000.00 per year for a term of five years, is hereby approved.

Section 3. Authorization. The City Manager is hereby authorized to negotiate and execute the Interlocal Agreement, subject to approval by the City Attorney as to form and legal sufficiency, and to expend budgeted funds, in furtherance hereof.

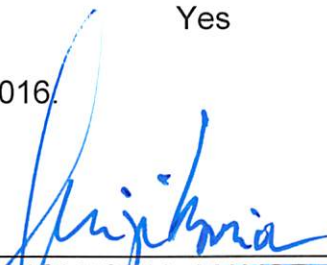
Section 4. Implementation. The City Manager and the City Attorney are hereby authorized to take such further action as may be necessary to implement the purpose and provisions of this Resolution.

Section 5. Effective Date. This Resolution shall take effect immediately upon adoption.

The foregoing Resolution was offered by Councilmember Ruiz who moved its adoption. The motion was seconded by Councilmember Cabrera and upon being put to a vote, the vote was as follows:

Mayor Luigi Boria	Yes
Vice Mayor Christi Fraga	Yes
Councilman Pete Cabrera	Yes
Councilwoman Ana Maria Rodriguez	Yes
Councilwoman Sandra Ruiz	Yes

PASSED AND ADOPTED this 2 day of March, 2016.



LUIGI BORIA, MAYOR

ATTEST:



CONNIE DIAZ, CMC
CITY CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE SOLE USE
OF THE CITY OF DORAL



WEISS, SEROTA, HELFMAN, COLE, & BIERMAN, PL
CITY ATTORNEY

EXHIBIT “A”

**MASTER AGREEMENT BETWEEN
THE CITY OF DORAL
AND
FLORIDA INTERNATIONAL UNIVERSITY**

THIS AGREEMENT, made and entered into this ____ day of ____ 2016 by and between the City of Doral, Florida, hereinafter called the “City”, and 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 and provide technical services 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 has contributed to the training of transportation professionals and development of transportation workforce in the South Florida region.

WHEREAS, the City has determined that the University is fully qualified to render the transportation research and technical support services described in this Agreement; and

WHEREAS, the City desires to obtain the transportation research and technical services of the University to help in managing the City highway and transit systems efficiently; and

WHEREAS, the City desires to provide internship and training opportunities for students from the University to assist in their practical training and professional development; and

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

PROVISIONS

- 1.0 The City does hereby retain from time to time the University to furnish certain transportation research and technical support in traffic engineering and transportation planning services.
- 2.0 The University and the City mutually agree to furnish, each to the other, the respective services, information and items as described in individual Task Orders covering such work and the compensation to be paid therefore. The City Manager or his designee is authorized to execute such Task Orders. Reference herein to this Agreement shall be considered to be included in any Task 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 Task Order. The Task Orders shall be completed within their individual time frames, but no later than the end date of this Agreement, except that Task 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 City- at intervals established by the City and stated in the Task Order. The City shall be entitled at all times to be advised, at ~~the City's~~ 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 City. 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 the City to verify compliance with all requirements identified herein this Agreement. In the event there are delays on the part of the City 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 City may grant to the University, by a letter for "Extension of Time," an extension of the Task Order time, equal to the aforementioned delays, provided there are no changes in compensation or scope of work.
 - 4.1. 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 City 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 City will review the request and make a determination as to granting all or part of the requested extension.
 - 4.2. The Task 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 Task Order).
 - 4.3. In the event contract time expires and the University has not requested, or if the City 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 City.
- 5.0 The University shall maintain, to the satisfaction of the City, an adequate and competent professional staff and may associate with it, for the purpose of its services hereunder, without additional cost to the City, other than those costs negotiated within the limits and terms of this Agreement and upon approval by the City, 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 City.
- 6.0 The University shall not be liable for use by the City 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 City without restriction or limitation on their use; and shall be made available, upon request, to the City at any time. Copies of these documents and records shall be furnished to the City upon request.

- 6.1. 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 City for a proper audit or project cost.
 - 6.2. Travel out of Miami-Dade County by University staff must be approved in advance by the City. 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.
 - 6.3. 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 City agrees to pay the University compensation as more fully set forth in Task Orders pursuant to Section 2.0 and in accordance with the funding parameters noted in Section 4.0 and 12.0.
- 8.0 The City may terminate this Agreement in whole or in part any time the interest of the City requires such termination.
- 8.1 If the City determines that the performance of the University is not satisfactory, the City shall have the option of (a) immediately terminating the Agreement, any Task 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 Task Order will be terminated at the end of such time.
 - 8.2 If the City requires termination of the Agreement or Task Order for reasons other than unsatisfactory performance of the University, the City 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 Task 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 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 City shall have the right to terminate this Agreement or any Task 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 City and securing its consent, except that the City 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.
- 11.0 The City 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 Task Orders in a format acceptable to the City and the University shall be paid pursuant to completed Task Order executed in accordance with Section 2.0. Annual compensation shall not exceed \$100,000.00 including an indirect cost rate at 20% for all task orders.
- 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 City 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 City, 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 City 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 City. 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 City, 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 City 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 City, 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 City or its officers, employees, agents or instrumentalities as herein provided. Nothing herein shall be deemed to indemnify the City from any liability or claim arising out of the negligent performance or failure of performance of the City, 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 City 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 City and/or its officers, employees, agents or instrumentalities, during the term of this Agreement. The City 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 City expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the City 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.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year first above written.

ATTEST:

FOR THE CITY:

City of Doral, a political subdivision of
the Miami-Dade County

By its Mayor and City Council

By: _____
Connie Diaz
City Clerk

By: _____
Edward Rojas
City Manager

Approved as to Form and
Legal Sufficiency

By: _____
Weiss, Serota, Helfman, Pastoriza,
Cole & Boniske, P.L.
City Attorney

ATTEST:

FOR THE FLORIDA INTERNATIONAL
UNIVERSITY BOARD OF TRUSTEES:

By: _____
Witness (1)

By: _____
Robert Gutierrez
Assistant Vice President for Research
Office of Research and Economic
Development

Accepted on behalf of LCTR

Witness (2)

By: _____
Albert Gan, Ph.D.
Co-Director, Lehman Center for
Transportation Research