

**RESOLUTION No. 10 – 04**

**A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERLOCAL AGREEMENT WITH THE MIAMI-DADE METROPOLITAN PLANNING ORGANIZATION FOR THE RECEIPT OF FUNDING IN THE AMOUNT OF \$40,000.00 FOR THE DEVELOPMENT OF THE CITY'S 2005 TRANSPORTATION MASTER PLAN UPDATE; AUTHORIZING THE CITY MANAGER TO EXPEND MATCHING FUNDS IN THE AMOUNT OF \$10,000.00; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the Miami Dade Metropolitan Planning Organization (MPO) provided an Interlocal Agreement (Exhibit "A") to the City of Doral in order to receive funding in the amount of \$40,000.00 for the City's 2005 Transportation Master Plan (TMP) Update; and

**WHEREAS**, said Interlocal Agreement requires matching funds from the City of Doral in the amount of \$10,000.00; and

**WHEREAS**, Staff respectfully requests that the City Council authorize the City Manager to enter into an Interlocal Agreement with the MPO for the receipt of funding in the amount of \$40,000.00 for the development of the City's 2005 TMP Update; and

**WHEREAS**, Staff further requests that the City Council authorize the City Manager to expend matching funds in the amount of \$10,000.00 as a requirement of the Interlocal Agreement.

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

**Section 1.** The City Council hereby authorizes the City Manager to enter into an Interlocal Agreement (Exhibit "A") with the MPO for the receipt of funding in the amount of \$40,000.00 for the development of the City's 2005 TMP Update.

**Section 2.** The City Council further authorizes the City Manager to expend matching funds in the amount of \$10,000.00 as a requirement of the Interlocal Agreement.

**Section 3.** This Resolution shall take effect immediately upon adoption.

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

Mayor Juan Carlos Bermudez	Yes
Vice Mayor Robert Van Name	Yes
Councilman Pete Cabrera	Yes
Councilman Michael DiPietro	Yes
Councilwoman Sandra Ruiz	Yes

PASSED and ADOPTED this 13<sup>th</sup> day of January, 2010.

  
\_\_\_\_\_  
JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:

  
\_\_\_\_\_  
BARBARA HERRERA, CITY CLERK

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

  
\_\_\_\_\_  
JIMMY MORALES, ESQ., CITY ATTORNEY

# EXHIBIT “A”

# INTERLOCAL AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the Miami-Dade Metropolitan Planning Organization (MPO), hereinafter called the MPO and the *City of Doral*, hereinafter called **DORAL**.

That the MPO and **DORAL** have determined to jointly fund the **Update to the 2005 Transportation Master Plan** and that **DORAL** has determined to provide the services for such study and its share of the costs thereof as provided below.

## WITNESSETH:

**ARTICLE 1.00:** The MPO does hereby retain **DORAL** to provide the services for the **Update to the 2005 Transportation Master Plan**, which services are described in Exhibit "A": "Scope of Services", and Exhibit "B": "Tentative Project Schedule". The parties further agree that the project costs are provided in Exhibit "C": "Project Cost." The referenced exhibits are attached hereto and made a part hereof as though fully recited herein. Article 16.00 governs each party's obligations for its portion of the Project Cost.

**ARTICLE 2.00:** The MPO and **DORAL** mutually agree to furnish, each to the other, the respective services, information and items as described in Exhibit "A" Scope of Services, Exhibit "B" Tentative Project Schedule, and Exhibit "C" Project Cost. The MPO agrees to furnish **DORAL** and its duly designated representatives information including, but not limited to, existing data and projects related to the study area which may be available in other governmental offices. **DORAL** agrees to perform or cause to be performed, in a timely and professional manner, the work elements set forth in the above-enumerated Exhibits, in accordance with the Schedule set forth in Exhibit "B".

Before initiating the work described in Exhibits "A", "B", and "C", the MPO Director or his designee shall execute and issue **DORAL** a Notice-to-Proceed with the work described in said

Exhibits, such work to constitute performance of the Update to the 2005 Transportation Master Plan as set forth in said Exhibits.

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

**ARTICLE 4.00:** **DORAL** agrees to provide Project Schedule progress reports on a monthly basis and in a format acceptable to the MPO Director. The MPO Director shall be entitled at all times to be advised, at his request, as to the status of work being done by **DORAL** and of the details thereof. Coordination shall be maintained by **DORAL** with representatives of the MPO. Either parties to the agreement may request and be granted a conference.

**ARTICLE 5.00:** In the event there are delays on the part of the MPO as to the approval of any of the materials submitted by **DORAL** or if there are delays occasioned by circumstances beyond the control of **DORAL** which delay the Project Schedule completion date, the MPO Director or his designee may grant **DORAL**, by a letter an extension of the contract time, equal to the aforementioned delays, provided there are no changes in compensation or scope of work.

It shall be the responsibility of **DORAL** to ensure at all times that sufficient contract time remains within which to complete services on the project and each major Task Group as designated with roman numerals on the Exhibits. In the event there have been delays which would affect the project completion date or the completion date of any major Task Group, **DORAL** shall submit a written request to the MPO Director or his designee *twenty (20) days* prior to the schedule completion date which identifies the reason(s) for the delay and the amount of time related to each reason. The MPO Director or his designee will review the request and make a determination as to granting all or part of the requested extension. Scheduled completion dates shall be determined by the elapsed times shown in Exhibit "B" and the issue date of the Notice-to-Proceed.

In the event contract time expires and **DORAL** has not requested, or if the MPO Director or his designee has denied an extension of the completion date, partial progress payments will be stopped on the date time expires. No further payment for the project will be made until a time extension is granted or all work has been completed and accepted by the MPO Director or his designee.

**ARTICLE 6.00:** **DORAL** shall maintain an adequate and competent professional staff and may associate with it, for the purpose of its services hereunder, without additional cost to the MPO, other than those costs negotiated within the limits and terms of this Agreement and upon approval by the MPO Director, such specialists as **DORAL** may consider necessary.

**ARTICLE 7.00:** The MPO shall not be liable for use by the **DORAL** of plans, documents, studies or other data for any purpose other than intended by the terms of this Agreement.

**ARTICLE 8.00:** All tracings, plans, specifications, maps, and/or reports prepared or obtained under this Agreement shall be considered research and shall become the property of the MPO without restriction or limitation on their use; and shall be made available, upon request, to the MPO at any time. Copies of these documents and records shall be furnished to the MPO upon request, verbal or written, allowing reasonable time for the production of such copies.

**SUB-ARTICLE 8.10:** Records of costs incurred by **DORAL** and all subconsultants performing work on the project, and all other records of **DORAL** and subconsultants considered necessary by the MPO for proper audit of project costs, shall be furnished to the MPO upon request.

Whenever travel costs are included in the performance of services set forth in Exhibits "A", "B" and "C", the provisions of Metropolitan Miami-Dade County Administrative Order 6-1, shall govern *or Florida Statutes, whichever is more restrictive.*

**DORAL** shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by

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

**ARTICLE 9.00:** **DORAL** shall comply with all federal, state, and local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance or work under this contract.

**ARTICLE 10.00:** The MPO agrees to pay **DORAL** compensation as per Article 16.00 of this Agreement and Exhibits "A", "B", and "C", attached hereto and made a part hereof.

**ARTICLE 11.00:** The MPO Director may terminate this Agreement in whole or in part at any time the interest of the MPO requires such termination.

**SUB-ARTICLE 11.10:** If the MPO Director determines that the performance of **DORAL** is not satisfactory, the MPO Director shall have the option of (a) immediately terminating the Agreement or (b) notifying **DORAL** of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time.

**SUB-ARTICLE 11.20:** If the MPO Director requires termination of the Agreement for reasons other than unsatisfactory performance of **DORAL**, the MPO Director shall notify **DORAL** of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

**SUB-ARTICLE 11.30:** If the Agreement is terminated before performance is completed, **DORAL** shall be paid for the work satisfactorily performed. Payment is not to exceed the prorated amount of the total share of the project costs to be paid by MPO as provided in Article 16.00 agreement amount based on work satisfactorily completed. Such determination shall be based and calculated upon a percentage allocation of total project cost, by major Task Group.

**ARTICLE 12.00:** All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

**ARTICLE 13.00: DORAL** warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for **DORAL**, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted.

**SUB-ARTICLE 13.10:** For the breach or violation of Article 13.00, the MPO Director shall have the right to terminate this Agreement without liability, and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

**ARTICLE 14.00: DORAL** agrees that it shall make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of this Agreement, without first notifying the MPO Director or his designee and securing its consent. **DORAL** also agrees that it shall not copyright or patent any of the data and/or information furnished in compliance with this Agreement, it being understood that, under Article 8.00 hereof, such data or information is the property of the MPO. This Section shall not be construed to limit or restrict public access to documents, papers, letters or other material pursuant to Article 8.10 of this Agreement.

**ARTICLE 15.00:** The MPO shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure. Any contract, verbal or written, made in violation of this subsection shall be null and void, and no money shall be paid on such contract.



**ARTICLE 16.00:** Payment of project costs - It is mutually agreed and understood that the Project Costs shall be as provided in Exhibit C . MPO shall pay **DORAL** 37.7% of such Project Costs. **DORAL** shall be responsible for the remaining 62.3% of such Costs. **DORAL** shall invoice MPO monthly for MPO's share of Project Costs in a format acceptable to the MPO Director or his designee and shall be paid therefore on a percentage of completion basis for each Task described in the Notice-to-Proceed executed in accordance with Article 2.00. **DORAL** shall invoice 100% of the MPO's share of the Project Cost upon completion of all Task Orders, as indicated under Exhibit "A". The total compensation to be paid by the MPO to **DORAL** hereunder shall not exceed **\$40,000 or 80% of total project costs, whichever is less.**

**SUB-ARTICLE 16.10:** By executing this agreement **Doral** commits to fund the **\$66,000** local share of this agreement as specified in Exhibit C.

**SUB-ARTICLE 16.20:** It is agreed that said compensation provided in Article 16.00 hereof shall be adjusted to exclude any significant sums where the MPO Director shall determine that reported costs by **DORAL** reflect inaccurate, incomplete or non-current costs. All such adjustments shall be made within 60 days following the end of the Agreement. For purpose of this Agreement, the end of the Agreement shall be deemed to be the date of final billing or acceptance of the work by the MPO Director or his designee, whichever is later.

**ARTICLE 17.00:** Standards of Conduct - Conflict of Interest - **DORAL** covenants and agrees that it and its employees shall be bound by the standards of conduct provided in Florida Statutes 112.313 as it relates to work performed under this Agreement, which standards will be referred and made a part of this Agreement as though set forth in full. **DORAL** agrees to incorporate the provisions of this article in any subcontract into which it might enter with reference to the work performed.

**ARTICLE 18.00:** The MPO Director reserves the right to cancel and terminate this Agreement in the event **DORAL** or any employee, servant, or agent of **DORAL** is indicted or has direct

information issued against him for any crime arising out of or in conjunction with any work being performed by **DORAL** for or on behalf of the MPO, without penalty. It is understood and agreed that in the event of such termination, all tracings, plans, specifications, maps, and data prepared or obtained under this Agreement shall immediately be turned over to the MPO Director in conformity with the provisions of Article 8.00 hereof. **DORAL** shall be compensated for its services rendered up to the time of any such termination in accordance with Article 11.00 hereof.

**ARTICLE 19.00:** To the extent permitted by law, and subject to the limitations included within Florida Statutes Section 768.28, **DORAL** shall indemnify and save harmless the MPO from any and all claims, liability, losses and causes of action arising out of **DORAL'S** negligence or other wrongful acts in the performance of this agreement. However, nothing herein shall be deemed to indemnify the MPO for any liability or claims arising out of the negligence, performance, or lack of performance of the MPO.

To the extent permitted by law, and subject to the limitations included within Florida Statutes Section 768.28, the MPO shall indemnify and save harmless **DORAL** from any and all claims, liability, losses and causes of action arising out of the MPO's negligence or other wrongful acts in the performance of this agreement. However, nothing herein shall be deemed to indemnify **DORAL** for any liability or claims arising out to the negligence, performance, or lack of performance of **DORAL**.

**ARTICLE 20.00:** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

**ARTICLE 21.00:**

Attachments:

Exhibit "A", Scope of Services

Exhibit "B", Project Schedule

Exhibit "C", Project Budget

No alteration, change or modification of the terms of this Agreement shall be valid unless made in writing, signed by both parties hereto, and approved by the Governing Board of the Metropolitan Planning Organization.

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

IN WITNESS WHEREOF, the parties hereto have executed these presents this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**ATTEST: MIAMI-DADE COUNTY FLORIDA**

**By The Governing Board of  
Metropolitan Planning Organization (MPO)**

By: \_\_\_\_\_ Print Name \_\_\_\_\_

**Director, MPO Secretariat**

**ATTEST: CITY OF DORAL**

By: \_\_\_\_\_ Print Name \_\_\_\_\_

**DORAL Authorized Representative**

By: \_\_\_\_\_ Print Name \_\_\_\_\_

**DORAL Project Manager**