

INTERLOCAL AGREEMENT

THIS AGREEMENT, made and entered into this _____ of _____, 2015, and between the City of Fort Lauderdale, a Florida municipal corporation, hereinafter called the *City* and the Florida International University Board of Trustees, a public body corporate, hereinafter called the *University or FIU*.

WITNESSETH:

That the City did determine that the Florida International University Metropolitan Center (MC) is fully qualified to render the economic, demographic, local government planning and applied social science research services for application of affordable housing solutions for Fort Lauderdale neighborhoods. The Metropolitan Center, as South Florida's premier social science training and research institute, has an impressive track record of providing quality services to communities through various social science research studies, to address specific urban issues such as affordable housing.

In consideration of the foregoing, the City desires to obtain the applied research and analysis services of FIU to help in assessing the level and quality of housing stock and demand in various neighborhoods of the City.

PROVISIONS:

ARTICLE 1.00: The City does hereby retain *FIU* to conduct a neighborhood housing and economic analysis in exchange for payment not to exceed Sixty-Five Thousand Five Hundred and No/100 Dollars (\$65,500.00). The scope of services is described in Exhibit "A" attached hereto.

ARTICLE 2.00: The City and *FIU* mutually agree to furnish, each to the other, the respective services, information and items covering such work and the compensation to be paid therefore. Once the agreement is executed, the City Manager authorizes the work to be completed. The City agrees to furnish *FIU* and its duly designated representative information including, but not limited to, existing data and projects related to the study area that is in its possession or control. *FIU* agrees to perform, in Exhibit 4 – CAM# 15-308

a timely and professional manner, the work elements set forth in individual Task Orders. Reference herein to this Agreement shall be considered to include any Task Orders executed pursuant to this Section.

ARTICLE 3.00: The term of this Agreement shall not exceed one hundred and fifty (150) days from the effective date of this Agreement. However, the Population Characteristics, Economic Characteristics and Housing Supply and Demand sections of Exhibit A are due to the City within thirty (30) days from the effective date of this Agreement. Upon completion of the Housing and Economic Analysis, *FIU* will present the information to the City Manager’s Office and subsequently at a City Commission meeting.

ARTICLE 4.00: *FIU* agrees to provide Project Schedule progress reports in a format acceptable to the City Manager or his designee. The City Manager or his designee shall be entitled at all times to be advised, at his request, as to the status of work being done by *FIU* and of the details thereof. Coordination shall be maintained by *FIU* with representatives of the City. Either party to the agreement may request and be granted a conference.

ARTICLE 5.00: In the event there are delays on the part of the City as to the approval of any of the materials submitted by *FIU* or if there are delays occasioned by circumstances beyond the control of *FIU* which may delay the Project Schedule completion date, the City Manager or his designee may grant *FIU* a written 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 *FIU* to ensure at all times that sufficient contract time remains within which to complete services on the project and each major Task as designated on each Task Order. In the event there have been delays which would affect the project completion date or the completion date of any major Task, *FIU* shall submit a written request to the City Manager or his designee at least 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 City Manager or his designee will review the request and make a determination as to whether to grant all or part of the requested extension. There shall be no advance payments.

Once the initial task is completed within the 30 day period, FIU will be eligible for a reimbursement of up to \$40,000. Once the final neighborhood analysis is completed, the remainder of the agreement is eligible to be paid.

In the event contract time expires and *FIU* has not requested, or if the City Manager or his designee has denied an extension of the completion date, no payment for the project will be made until a time extension is granted or all work has been completed and accepted by the City Manager or his designee.

ARTICLE 6.00: *FIU* shall maintain an adequate and competent professional staff 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 Manager, such specialists as *FIU* may consider necessary.

ARTICLE 7.00: *FIU* 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.

ARTICLE 8.00: All tracings, plans, specifications, maps, or reports obtained under this Agreement from City 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, verbal or written, allowing reasonable time for the production of such copies.

SUB-ARTICLE 8.10: Records of costs incurred by *FIU* and all subconsultants performing work on the project, and all other records of *FIU* and sub consultants considered necessary by the City for proper audit of project costs, shall be made available to the City upon reasonable request.

FIU shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, and Section 1004.22 Florida Statutes, and made or received by *FIU* in conjunction with this Agreement. Failure by *FIU* to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the City Manager.

ARTICLE 9.00: *FIU* 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 of work under this Agreement.

ARTICLE 10.00: The City agrees to pay *FIU* compensation in accordance with the funding parameters noted in Article 5.00.

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

SUB-ARTICLE 11.10: If the City Manager determines that the performance of *FIU* is not satisfactory, the City Manger shall have the option of (a) immediately terminating the Agreement or (b) notifying *FIU* 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 City Manager requires termination of the Agreement for reasons other than unsatisfactory performance of *FIU*, the City Manager shall notify *FIU* 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, *FIU* shall be paid for the work satisfactorily performed. *FIU* shall be paid costs for work in progress up to the time of termination plus any non-cancelable commitments entered into by *FIU* in furtherance of this Agreement

prior to receipt of notice of termination. Payment is not to exceed the prorated amount of the total agreement amount based on work satisfactorily completed. Such determination by the City Manager or his designee shall be based and calculated upon a percentage allocation of total project cost.

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: *FIU* warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for *FIU*, 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 City Manager shall have the right to terminate this Agreement without liability, and, at his discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

ARTICLE 14.00: *FIU* 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 Manager or his designee and securing its consent, except that the City acknowledges under the provisions of Florida Statute 1004.22, the *FIU* is required to disclose the names of the projects, the principal investigators and the sources and dollar amounts of funding. 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. Nothing contained herein or

elsewhere in this Agreement shall preclude FIU or its employees or students from publishing and copywriting scholarly articles, abstracts or similar documents concerning the research conducted under this Agreement.

ARTICLE 15.00: 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. 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: It is mutually agreed and understood that the following provision shall be applicable to this Agreement: *FIU* shall invoice in a format acceptable to the City Manager or his designee and shall be paid accordingly. The invoice shall include the Project Schedule progress reports as provided in Article 4.00. *FIU* shall invoice 100% of the fixed fee upon completed Task Order.

SUB-ARTICLE 16.10: It is agreed that said compensation provided in Article 16.00 hereof shall be adjusted to exclude any significant sums where the City Manager shall determine that reported costs by *FIU* reflect inaccurate, incomplete or noncurrent 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 City Manager or his designee, whichever is later.

ARTICLE 17.00: Standards of Conduct -Conflict of Interest - *FIU* covenants and agrees that it and its employees shall be bound by the standards of conduct provided in Florida Statutes, Section 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 in full. *FIU* 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 City Manager reserves the right to cancel and terminate this

Agreement in the event *FIU* or any employee, servant, or agent of *FIU* is indicted or has direct information issued against him for any crime arising out of or in conjunction with any work being performed by *FIU* for or on behalf of the City, without penalty. It is understood and agreed that in the event of such termination, a copy of all reports, tracings, plans, specifications, maps, and data prepared or obtained under this Agreement shall immediately be turned over to the City Manager in conformity with the provisions of Article 18.00 hereof. *FIU* 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, *FIU* shall indemnify and save harmless the City from any and all claims, liability, losses and causes of action arising out of *FIU*'s negligence or other wrongful acts in the performance of this Agreement. However, nothing herein shall be deemed to indemnify the City for any liability or claims arising out of the negligence, performance, or lack of performance of the City.

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

ARTICLE 20.00: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. No alteration, change or modification of the terms of this Agreement shall be valid unless specified in writing, signed by both parties hereto, and approved by the City Commissioners of the City. 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 Broward County, Florida.

ARTICLE 21.00: Neither party may use the other party's trade names, trademarks, service marks, logos or other designations except to the extent and in the manner

which is expressly provided for in writing by the other party.

IN WITNESS WHEREOF, the parties hereto have executed these presents this _____ day of _____, 2015.

WITNESSES:

FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES, A PUBLIC BODY
CORPORATE (FIU)

By _____

[Witness-print or type name]

ATTEST:

(CORPORATE SEAL)

WITNESSES:

CITY OF FORT LAUDERDALE

By _____

John P. "Jack" Seiler, Mayor

[Witness-print or type name]

By _____

Lee R. Feldman, City Manager

[Witness-print or type name]

ATTEST:

(CORPORATE SEAL)

Jonda K. Joseph, City Clerk

Approved as to form:

Lynn Solomon, Assistant City Attorney