

**AGREEMENT BETWEEN
THE CITY OF HALLANDALE BEACH
AND
FLORIDA INTERNATIONAL UNIVERSITY**

THIS AGREEMENT, made and entered into this ____ day of ____ 2025 by and between the City of Hallandale Beach, 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”.

For and in consideration of the mutual agreements hereinafter contained, the City hereby retains the University to, and the University hereby covenants to, provide the services described herein to support the advancement of resource and process efficiencies in the planning, design, and operation of the City highway and transit systems.

WITNESSETH

WHEREAS, the City has determined that the University is fully qualified to render the transportation support services described in this Agreement at the rates provided for on Exhibit A; and

WHEREAS, the City desires to obtain the transportation support services of the University on an as needed basis to help in managing the City highway and transit systems efficiently; 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 transportation support 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 is authorized to execute such Task Orders up to the maximum of One Hundred Thousand Dollars (\$100,000 per annum for the first year. 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 one year from the effective date of this Agreement with an option of the City to renew for two one-year renewals. 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 its 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 services to be provided herein shall be considered a "work for hire" and owned by the City.
- 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 approved sub-consultants performing work on the project, and all other records of the University and any approved sub-consultants considered by the City for a proper

audit or project cost.

- 6.2. Travel or other costs will not be reimbursed by the City to the University..
- 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 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 for convenience or cause at any time the interest of the City requires, in the City's sole determination, 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 for convenience, 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 but will not be responsible for 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. Violation of this section shall constitute a material breach hereunder.

- 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 written 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 authorized by the City Commission and budgeted as available for expenditure. Payment will be made by the City pursuant to this Agreement only for approved and accepted services of the University hereunder. Any agreement, 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.
- 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, if a subcontractor is approved by the City, into which it might enter with reference to the work performed.
- 14.0 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 either party from any liability or claim arising out of the negligent performance or failure of performance of the other party, 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.

15.0 This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, venue shall be in the 17th Judicial Circuit of Broward County, Florida, or in the Southern District of New York, and both parties agree to waive the right to trial by jury.

16.0 All documents, papers, letters or other material made or received in conjunction with the Services shall be subject to the provisions of Chapter 119, Florida Statutes. University shall:

- a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.
- b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2013), as may be amended or revised, or as otherwise provided by law.
- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- d) Meet all requirements for retaining public records and transfer, at no cost, to the City, all public records in possession of the contractor upon termination of this contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their respective officials thereunto duly authorized, all as of the day and year written above.

FOR THE CITY OF HALLANDALE BEACH

By: _____
Jeremy Earle
City Manager

By: _____
Jenorgen Guillen
City Clerk

Approved as to legal form and sufficiency

By: _____
Jennifer Merino
City Attorney

FOR THE FLORIDA INTERNATIONAL UNIVERSITY BOARD OF TRUSTEES

By: _____
Ana M. Villafana
Associate Director, Per-Award

Approved as to legal form and sufficiency

By: _____
Diana Firvida-Oliva
University Attorney

Read and Acknowledged:

By: _____
Albert Gan
Department of Civil of Civil and Environment Engineering

EXHIBIT A

SCOPE OF SERVICES

Task Work Order #1: Transportation Engineering and Technical Support Services

This scope of services describes an open Task Work Order for researchers and students from the Florida International University (FIU) to provide traffic engineering, computer, and miscellaneous other technical support and services to the City of Hallandale Beach Transportation and Mobility Department. The services include a variety of potential work tasks as defined in Section 3 of this scope, and may be requested by the City of Hallandale Beach on as needed, on-call basis, and may require a quick turn-around. The services may be performed in the field, on the FIU engineering campus, or on-site at the City of Hallandale Beach.

2. WORK AUTHORIZATION

When the City of Hallandale Beach desires to issue FIU any of the work described in this scope of services, the following process will occur: The City of Hallandale Beach will request via email the desired services. FIU shall then provide a proposal that includes the number of hours and the fee based on the hourly billing rates as established under Section 5 of this scope of services. The estimate shall also contain the period of time required to perform the services. The proposal may be provided in range for work tasks for which efforts are difficult to estimate (e.g., troubleshooting a problem). The City of Hallandale Beach shall review and approve the estimates and communicate it to FIU Project Manager or his designee via email.

3. TECHNICAL AND RESEARCH SERVICES

The services to be provided shall include, but are not limited to, the following tasks:

- 3.1. Perform field data collection, processing, and analysis for traffic engineering studies, including:
 - a) Travel time studies
 - b) Signal warrant studies
 - c) Capacity analysis
 - d) Queue length studies
 - e) Safety studies/crash analysis
 - f) Spot speed studies
 - g) Traffic impact studies
 - h) Turning movement counts
 - i) Signal optimization studies
- 3.2. Provide ITS technology needs assessment, evaluation, testing, and recommendations.
- 3.3. Develop database applications, websites, apps, etc.

- 3.4. Perform bus route and stop review and design.
- 3.5. Perform travel demand modeling, forecasting, and analysis.
- 3.6. Design and conduct interviews and surveys, analyze results, and provide recommendations.
- 3.7. Provide independent review of engineering reports, software, products, etc. and provide feedback and recommendations.
- 3.8. Research issues, special topics, needs, etc., and provide expert opinions and input.
- 3.9. Provide miscellaneous technical in-house support and general services at the City of Hallandale Beach Offices.

4. PROJECT MANAGEMENT

This service type includes management activities conducted by FIU to ensure the satisfactory completion of the contract requirements. Project Management is a continuous service rendered throughout the duration of the contract and includes scheduling, monitoring, documenting and reporting activities. The activities will be used to assist the City of Hallandale Beach's review of FIU staff conformance to the scope of services. This service will be paid as part of the Task Work Order (TWO). Each FIU employee working on this TWO shall submit biweekly work reports to the City of Hallandale Beach. The reports will include specific task performed during the weeks and the corresponding work hours.

5. FEE SCHEDULE AND SAMPLE FEE ESTIMATE

Payment for the services defined in this Scope of Services will be made at the fixed hourly rates specified below. Compensation to FIU for services provided will be in accordance with **Exhibit B, Method of Compensation**, after receipt and approval of services by the City of Hallandale Beach.

FEE SCHEDULE

Position/Title	Hourly Wage Rate	Fringe Benefits*	University Overhead (26%)	Hourly Billing Rate
Non-Student Assistant	\$22.00	\$1.06	\$6.00	\$29.05
Undergraduate Assistant Level 1	\$18.00	\$0.00	\$4.68	\$22.68
Undergraduate Assistant Level 2	\$20.00	\$0.00	\$5.20	\$25.20
Graduate Assistant Level 1	\$24.00	\$1.96	\$6.75	\$32.71
Graduate Assistant Level 2	\$27.00	\$2.21	\$7.59	\$36.80
Database Programmer	\$55.00	\$20.21	\$19.55	\$94.76
Safety Specialist	\$85.00	\$31.23	\$30.22	\$146.45
Planning Specialist	\$85.00	\$31.23	\$30.22	\$146.45
Transit Specialist	\$95.00	\$34.90	\$33.77	\$163.68
ITS Specialist	\$95.00	\$34.90	\$33.77	\$163.68
Principal Investigator	\$95.00	\$34.90	\$33.77	\$163.68
FIU and the City of Hallandale Beach agree that payment for the services defined in the scope of services will be made at the rates specified in this table, after receipt and approval of invoice by the City of Hallandale Beach.				

* Estimated at 8.18% of hourly wage rate for graduate student assistants and 0% for undergraduate assistants, 4.81% for non-student assistants, and 36.74% for full-time researchers and professionals.

SAMPLE FEE ESTIMATE

The fee table shown below is an illustration of how the task work order budget amount or Limiting Amount was derived. The “Total Hours” shown in the table for each position category and for each expense type are an estimate that can be increased or decreased depending on the actual needs of City of Hallandale Beach. The Limiting Amount of the \$100,000 task work total shall not be exceeded in any one Term of the Agreement, and a change order to a Work Authorization shall only be exceeded or decreased with an amendment agreed to and executed by both parties following an additional scope.

	Principal Investigator	ITS Specialist	Transit Specialist	Planning Specialist	Safety Specialist	Database Programmer	Graduate Assistant Level 2	Graduate Assistant Level 1	Undergraduate Assistant Level 2	Undergraduate Assistant Level 1	Non-Student Assistant
Billing Hourly Rate	\$163.68	163.68	\$163.68	\$146.45	\$146.65	\$94.76	\$36.80	\$32.71	\$25.20	\$22.68	\$29.05
1. Project Administration	40	0	0	0	0	0	0	0	0	0	0
2. Miscellaneous Tasks	60	40	40	40	40	250	100	100	400	541.54	200
TOTAL HOURS	100	40	40	40	40	250	100	100	400	541.54	200
	\$16,368	\$6,547	\$6,547	\$5,858	\$5,866	\$23,690	\$3,680	\$3,271	\$10,080	\$12,282	\$5,810
TOTAL FEE											\$100,000

EXHIBIT B

METHOD OF COMPENSATION

1. PURPOSE

This Exhibit defines the limits of compensation to be made to Florida International University (FIU) for the services set forth in **Exhibit A, Scope of Services**, and the method by which payment shall be made.

2. COMPENSATION

The services for this contract shall be requested by City of Hallandale Beach on an “as needed basis.” For the **satisfactory performance** of services in **Exhibit A, Scope of Services**, FIU may be paid up to the budgetary ceiling amount of \$100,000 for the period starting on the date the task work order was signed through June 30, 2026.

3. PROGRESS PAYMENTS

FIU shall submit invoice on a regular basis in a format acceptable to City of Hallandale Beach for payment. Payment shall be made to FIU at the billing rates on a time and materials basis as shown in **Exhibit A, Scope of Services**, for the services provided, as approved by the City of Hallandale Beach. FIU shall provide a progress report listing the hours personnel spent on the tasks noted in the invoice.