

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF MIAMI BEACH
AND
FLORIDA INTERNATIONAL UNIVERSITY
FOR
EVALUATION OF PHOTO RED LIGHT ENFORCEMENT PROGRAM**

This Professional Services Agreement ("Agreement") is entered into this 21 day of August, 2018, between the **CITY OF MIAMI BEACH, FLORIDA**, a municipal corporation organized and existing under the laws of the State of Florida, having its principal offices at 1700 Convention Center Drive, Miami Beach, Florida, 33139 ("City"), and **THE FLORIDA INTERNATIONAL UNIVERSITY BOARD OF TRUSTEES**, a public university, whose address is 11200 SW 8th St, Miami, Florida 33199 ("Contractor"). The City and the Contractor may be referred to hereinafter collectively as the "parties" and individually as a "party."

**SECTION 1
DEFINITIONS**

Agreement:	This Agreement between the City and Contractor, including any exhibits and amendments thereto.
City Manager:	The chief administrative officer of the City.
City Manager's Designee:	The City staff member who is designated by the City Manager to administer this Agreement on behalf of the City.
Contractor:	For the purposes of this Agreement, Contractor shall be deemed to be an independent contractor, and not an agent or employee of the City.
Services:	All services, work and actions by the Contractor performed or undertaken pursuant to the Agreement.
Fee:	Amount paid to the Contractor as compensation for Services.
Risk Manager:	The Risk Manager of the City, with offices at 1700 Convention Center Drive, Third Floor, Miami Beach, Florida 33139; telephone number (305) 673-7000, Ext. 6435; and fax number (305) 673-7023.

**SECTION 2
SCOPE OF SERVICES**

2.1 In consideration of the Fee to be paid to Contractor by the City, Contractor shall provide the work and services described in the Proposal attached as Exhibit "A" hereto (the "Services").

Although Contractor may be provided with a schedule of the available hours to provide its services, the City shall not control nor have the right to control the hours of the services performed by the Contractor; where the services are performed (although the City will provide Contractor with the appropriate location to perform the services); when the services are

c/o Dr. Leslie Rosenfeld, Chief Learning and Development Officer
City of Miami Beach
1700 Convention Center Drive
Miami Beach, FL 33139

SECTION 5 TERMINATION

5.1 TERMINATION FOR CAUSE

If the Contractor shall fail to fulfill in a timely manner, or otherwise violates, any of the covenants, agreements, or stipulations material to this Agreement, the City, through its City Manager, shall thereupon have the right to terminate this Agreement for cause. Prior to exercising its option to terminate for cause, the City shall notify the Contractor of its violation of the particular term(s) of this Agreement, and shall grant Contractor ten (10) days to cure such default. If such default remains uncured after ten (10) days, the City may terminate this Agreement without further notice to Contractor. Upon termination, the City shall be fully discharged from any and all liabilities, duties, and terms arising out of, or by virtue of, this Agreement.

Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by any breach of the Agreement by the Contractor. The City, at its sole option and discretion, shall be entitled to bring any and all legal/equitable actions that it deems to be in its best interest in order to enforce the City's right and remedies against Contractor. The City shall be entitled to recover all costs of such actions, including reasonable attorneys' fees if ordered by a court of competent jurisdiction.

5.2 TERMINATION FOR CONVENIENCE OF THE CITY

THE CITY MAY ALSO, THROUGH ITS CITY MANAGER, AND FOR ITS CONVENIENCE AND WITHOUT CAUSE, TERMINATE THE AGREEMENT AT ANY TIME DURING THE TERM BY GIVING WRITTEN NOTICE TO CONTRACTOR OF SUCH TERMINATION; WHICH SHALL BECOME EFFECTIVE WITHIN THIRTY (30) DAYS FOLLOWING RECEIPT BY THE CONTRACTOR OF SUCH NOTICE. ADDITIONALLY, IN THE EVENT OF A PUBLIC HEALTH, WELFARE OR SAFETY CONCERN, AS DETERMINED BY THE CITY MANAGER, IN THE CITY MANAGER'S SOLE DISCRETION, THE CITY MANAGER, PURSUANT TO A VERBAL OR WRITTEN NOTIFICATION TO CONTRACTOR, MAY IMMEDIATELY SUSPEND THE SERVICES UNDER THIS AGREEMENT FOR A TIME CERTAIN, OR IN THE ALTERNATIVE, TERMINATE THIS AGREEMENT ON A GIVEN DATE. IF THE AGREEMENT IS TERMINATED FOR CONVENIENCE BY THE CITY, CONTRACTOR SHALL BE PAID FOR ANY SERVICES SATISFACTORILY PERFORMED UP TO THE DATE OF TERMINATION; FOLLOWING WHICH THE CITY SHALL BE DISCHARGED FROM ANY AND ALL LIABILITIES, DUTIES, AND TERMS ARISING OUT OF, OR BY VIRTUE OF, THIS AGREEMENT.

LIMITATION OF CITY'S LIABILITY

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action, for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the sum of the compensation/fee to be paid to the Contractor pursuant to this Agreement, less any amounts actually paid by the City as of the date of the alleged breach. Contractor hereby expresses its willingness to enter into this Agreement with Contractor's recovery from the City for any damages from any action for breach of contract to be limited to a maximum amount of the compensation/fee to be paid to the Contractor pursuant to this Agreement, less any amounts actually paid by the City as of the date of the alleged breach.

Accordingly, and notwithstanding any other term or condition of this Agreement, Contractor hereby agrees that the City shall not be liable to the Contractor for damages in an amount in excess of the compensation/fee to be paid to the Contractor pursuant to this Agreement, less any amounts actually paid by the City as of the date of the alleged breach, for any action or claim for breach of contract arising out of the performance or non-performance of any obligations imposed upon the City by this Agreement.

of patentable subject matter owned by CITY, CONTRACTOR shall refrain from making such publication for a reasonable period of time, not to exceed ninety (90) days, to enable a patent application to be prepared and filed by CITY. If, during the thirty (30) day review period, CITY provides CONTRACTOR with written objections regarding the disclosure of City's Background Intellectual Property, CITY and CONTRACTOR shall work together to revise the manuscript, as necessary, so that such City Background Intellectual Property is not disclosed.

SECTION 10

GENERAL PROVISIONS

10.1 AUDIT AND INSPECTIONS

Upon reasonable verbal or written notice to Contractor, and at any time during normal business hours (i.e. 9AM – 5PM, Monday through Fridays, excluding nationally recognized holidays), and as often as the City Manager may, in his/her reasonable discretion and judgment, deem necessary, there shall be made available to the City Manager, and/or such representatives as the City Manager may deem to act on the City's behalf, to audit, examine, and/ or inspect, any and all other documents and/or records relating to all matters covered by this Agreement. Contractor shall maintain any and all such records at its place of business at the address set forth in the "Notices" section of this Agreement.

10.2 [INTENTIONALLY DELETED]

recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business of the City.

- (C) Pursuant to Section 119.0701 of the Florida Statutes, if the Contractor meets the definition of "Contractor" as defined in Section 119.0701(1)(a), the Contractor shall:
- (1) Keep and maintain public records required by the City to perform the service;
 - (2) Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law;
 - (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the contract term and following completion of the Agreement if the Contractor does not transfer the records to the City;
Upon completion of the Agreement, transfer, at no cost to the City, all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service or as required by law if the Contractor is also subject to the Chapter 119, Florida Statutes.. If the Contractor transfers all public records to the City upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

- (D) IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY OF MIAMI BEACH
ATTENTION: RAFAEL E. GRANADO, CITY CLERK
1700 CONVENTION CENTER DRIVE
MIAMI BEACH, FLORIDA 33139
E-MAIL: RAFAELGRANADO@MIAMIBeachFL.GOV
PHONE: 305-673-7411

SECTION 11 NOTICES

All notices and communications in writing required or permitted hereunder, shall be delivered personally to the representatives of the Contractor and the City listed below or may be mailed by U.S. Certified Mail, return receipt requested, postage prepaid, or by a nationally recognized overnight delivery service.

sent to such alternate address in addition to any other address which notice would otherwise be sent, unless other delivery instruction as specifically provided for by the party entitled to notice.

Notice shall be deemed given on the date of an acknowledged receipt, or, in all other cases, on the date of receipt or refusal.

SECTION 12
MISCELLANEOUS
PROVISIONS

121 CHANGES AND ADDITIONS

This Agreement cannot be modified or amended without the express written consent of the parties. No modification, amendment, or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

122 SEVERABILITY

If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall not be affected and every other term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

123 ENTIRETY OF AGREEMENT

The City and Contractor agree that this is the entire Agreement between the parties. This Agreement supersedes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Title and paragraph headings are for convenient reference and are not intended to confer any rights or obligations upon the parties to this Agreement.

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Scope of Services

**Evaluation of Photo Red Light Enforcement Program
in the City of Miami Beach**

Submitted by:

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Submitted to:

Dr. Leslie Rosenfeld
Chief Learning and Development Officer
Organization Development Performance Initiatives
1700 Convention Center Drive, Miami Beach, FL 33139
Phone: 305-673-7000 ext 6923

April 13, 2018

- Approaching posted speed limits
- Signaltiming
- Lane configuration

Furthermore, a robust before-and-after evaluation using comparison group method discussed in the Highway Safety Manual (HSM) will be conducted. This approach will account for the earlier discussed RTM bias, and will compensate for general time trends in crash data. In addition to using crash data, depending on data availability, the research team will also review the number of red-light-running (RLR) citations by date and time of day. Depending on data availability, these statistics will be combined with crash statistics to identify any possible correlation between crashes and citations.

The following data are required to conduct the analysis:

1. Traffic volumes by approach for all intersections with cameras
2. Crash data since 2005
3. Installation dates of the PRL cameras
4. Any construction activities in the vicinity of the study locations that may have affected traffic volumes
5. Number of RLR citations issued by date and time of day

To help the research team identify control intersections, the following data are required:

- Traffic volumes by approach for all candidate intersections
- Signaltiming

In addition, the following information will be collected from aerial images:

- Approaching posted speed limits
- Geometric characteristics
- Lane configuration

Once the control intersections are identified, 2010-2017 crash data for the selected intersections will be requested. A comprehensive evaluation of the safety effectiveness of the PRL Enforcement Program in the City of Miami Beach will be conducted.

WORK TASKS

The specific work tasks of this scope are listed below:

1. Acquire different types of data
 2. Identify control intersections
 3. Conduct the analysis to quantify the safety effectiveness of the PRL Enforcement Program
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PROJECT SCHEDULE

Figure 1 provides the project schedule.

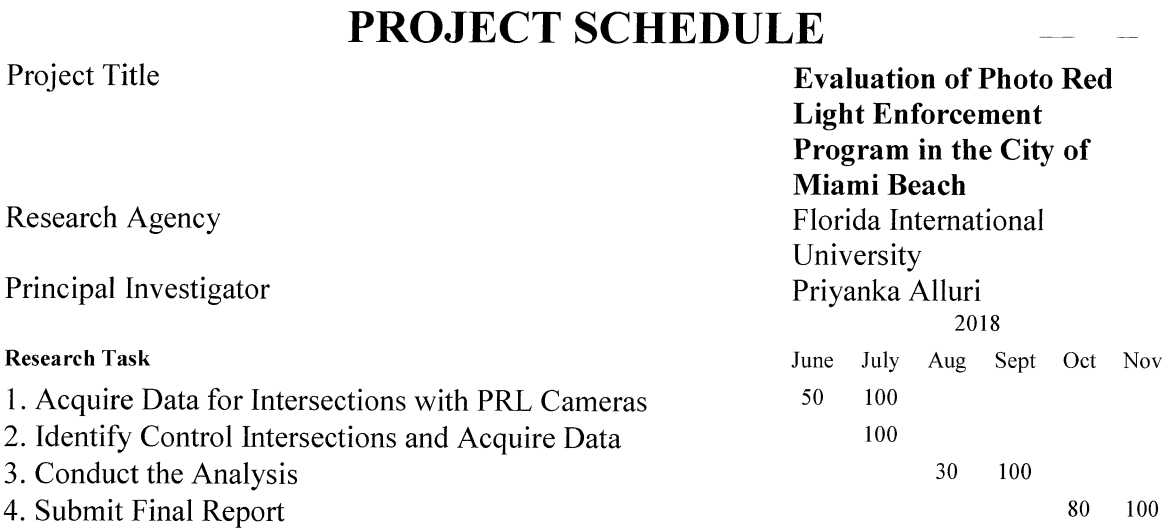


Figure 1: Project Schedule

BUDGET

The total budget is \$13,500. Figure 2 provides the detailed budget by task.
