VILLAGE OF KEY BISCAYNE

Office of the Village Manager

Village Council
Robert L. Vernon, *Mayor*
Jorge E. Mendia, *Vice Mayor*
Michael Davey
Enrique Garcia
Steve Liedman
Thomas Thornton
Patricia Weinman

Village Manager
Genaro "Chip" Iglesias

DT: May 7, 2008

TO: Honorable Mayor and Members of the Village Council

FR: Genaro "Chip" Iglesias, Village Manager

RE: Recreation and Open Space Consultant Contract: IBI Group

RECOMMENDATION

It is recommended that the Village Council approve the attached resolution which authorizes my office to execute the attached contract with IBI Group, Inc. for consultant services regarding Recreation and Open Space and 530 Crandon Boulevard.

EXPLANATION

On April 8, 2008, the Village Council authorized my office to negotiate a contract with IBI Group, Inc. for Recreation and Open Space consultant services. The $ 95,729 contract is attached and includes costs as indicated below.

RECREATION AND OPEN SPACE AND 530 CRANDON BOULEVARD	RECREATION AND OPEN SPACE COMPONENT	530 CRANDON BOULEVARD COMPONENT
$95,729	$73,437	$ 42,656

The Recreation and Open Space and 530 Crandon Boulevard Project fee is $20,364 less than the total fee if these components were completed as separate projects. This is due to duplication in data gathering and analysis.

Funds are available in the "Master Plan Initiatives" line item in the FY08 Capital Outlay Budget.

RESOLUTION NO. 2008 - _____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA; APPROVING AGREEMENT FOR OPEN SPACE PLANNING SERVICES BETWEEN IBI GROUP, INC., AND THE VILLAGE OF KEY BISCAYNE; IDENTIFYING AND AUTHORIZING FUNDING SOURCE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to the RFP competitive selection process utilized by the Village for the Open Space Planning Program, the Village Council of the Village of Key Biscayne desires to utilize the work and services of IBI Group, Inc. (the "Consultant"), an experienced open space planner, to review current open space policies and create and implement the Village's open space plan for Village properties; and

WHEREAS, the Village Council allocated funds in the FY08 Capital Outlay Budget for this project under "Master Plan Initiatives"; and

WHEREAS, the Village Council finds that the approval of the Agreement for Open Space Planning between Consultant and the Village (the "Agreement"), attached as Exhibit "A", is in the best interest of the Village.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AS FOLLOWS:

Section 1. **Recitals Adopted**. That each of the recitals stated above is hereby adopted and confirmed.

Section 2. **Authorization.** That the Agreement (Exhibit "A") is hereby approved and the Village Manager is hereby authorized to execute the attached Agreement between Consultant and the Village for the provision of work and services described in the Agreement, in substantially the form attached hereto, once approved by the Village Attorney as to form and legal sufficiency.

Section 3. **Funding Source.** That the Village Manager is authorized to utilize funds from the "Master Plan Initiatives" source in FY08 Capital Outlay Budget for expenditures required by the Agreement .

Section 4. **Implementation.** That the Village Manager is authorized to take all action necessary to implement the purposes of this resolution and the Agreement.

Section 5. **Effective Date.** That this resolution shall be effective immediately upon adoption hereof.

PASSED AND ADOPTED this 27th day of May, 2008.

_____
ROBERT VERNON, MAYOR

ATTEST:

_____
CONCHITA H. ALVAREZ, CMC, VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY

_____
Village Attorney

EXHIBIT "A"

VILLAGE OF KEY BISCAYNE
AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into this ___ day of May, 2008, by and between the VILLAGE OF KEY BISCAYNE (the "VILLAGE") and IBI GROUP, INC., a Florida corporation which is authorized to do business in the State of Florida (the "CONSULTANT").

RECITALS:

The VILLAGE wants to engage the CONSULTANT to perform for the VILLAGE certain professional open space planning services (the "Specified Services"), which are within CONSULTANT'S expertise, as specifically described in the attached Scope of Services Contract Proposal (the "Proposal"), a copy of which Proposal is attached hereto and incorporated herein as Exhibit "A". The CONSULTANT wants to provide such Specified Services as described in the Proposal.

In consideration of the mutual covenants set forth in this Agreement, the parties agree as follows:

1. **SCOPE OF SERVICES**

A. CONSULTANT agrees to perform the Specified Services upon written request from the Village Manager.

B. CONSULTANT shall expend all necessary efforts to competently and professionally complete all tasks in accordance with a schedule to be approved by the Village Manager.

C. CONSULTANT shall perform additional services beyond the Specified Services, but within its expertise, if requested by the Village Manager, at compensation which is first mutually agreed to in writing.

2. **FEES FOR SERVICES**

A. As full compensation for satisfactory performance of the Specified Services, the CONSULTANT agrees to charge and shall be paid by the Village in accordance with the fee schedule which is attached hereto and incorporated herein as Exhibit "B", for a total fee not to exceed Ninety Five Thousand Seven Hundred Twenty-Nine ($95,729.00) Dollars. Fees shall be paid in arrears each month, pursuant to monthly invoice, based upon the percentage of work completed for each task invoiced. Invoices shall be promptly processed for payment pursuant to the Florida Prompt Payment Act.

B. Except for those costs which are already included in the fee as noted in Exhibit "B", VILLAGE shall reimburse CONSULTANT for its direct and reasonable expenses for document production and reproduction, postage, long distance telephone charges, photographic services, authorized travel and other cost items which are first approved by the Village Manager.

3. **TERM**

The duration of the term of this Agreement shall commence upon execution hereof and shall expire upon completion of the performance of the Specified Services, unless extended by the Village Manager or earlier terminated pursuant to paragraph 8.

4. **RECORDS**

All details, guidelines, reports, work papers and other documents and plans that result from the CONSULTANT providing Specified Services or any additional services hereunder shall be the property of the VILLAGE. Upon termination of this Agreement or upon request of the VILLAGE during the term of this Agreement, any and all such documents shall be delivered to the VILLAGE by the CONSULTANT. All work products shall be provided to VILLAGE in paper and digital.

5. **INSURANCE**

A. The CONSULTANT shall at all times carry comprehensive general liability and contractual liability insurance, workers' compensation insurance (if applicable), and automotive liability insurance, with minimum policy limits for each coverage in the amount of at least Five Hundred Thousand ($500,000.00) Dollars per occurrence, combined single limit, for property damage and bodily injury, including death, except that the dollar amount of workers compensation coverage shall be as provided by Chapter 440, Fla. Stat. The VILLAGE shall be named as an additional insured on all of the above insurance policies, to the extent permitted by law. Each insurance policy shall state that it is not subject to cancellation or reduction in coverage without written notice to the VILLAGE 30 days prior to the effective date of cancellation or reduction of coverage.

B. CONSULTANT shall indemnify and hold harmless the VILLAGE, its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentional wrongful conduct of the CONSULTANT and persons employed or utilized by the CONSULTANT in the performance of the Agreement.

6. **ASSIGNMENT**

This Agreement shall not be assignable by the CONSULTANT. CONSULTANT is authorized to utilize its subconsultants, if any, as identified in the Proposal.

7. **PROHIBITION AGAINST CONTINGENT FEES**

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation,

individual or firm, other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

8. **TERMINATION**

This Agreement may be terminated by the VILLAGE upon thirty (30) days advance written notice with or without cause and by the CONSULTANT upon sixty (60) days advance written notice with or without cause. If this Agreement is terminated, the CONSULTANT shall be paid in accordance with the provisions of paragraph 2 for all acceptable work performed up to the date of termination.

9. **NONEXCLUSIVE AGREEMENT**

The services to be provided by the CONSULTANT pursuant to this Agreement shall be nonexclusive and nothing herein shall preclude the VILLAGE from engaging other firms to perform the same or similar services for the benefit of the VILLAGE within the VILLAGE's sole and absolute discretion.

10. **ENTIRE AGREEMENT**

The parties hereby agree that this is the entire agreement between the parties. This Agreement cannot be amended or modified without the express written consent of the parties. The Village Manager shall act for VILLAGE hereunder, subject to budgetary limitations.

11. **WARRANTIES OF CONSULTANT**

The CONSULTANT hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws necessary to perform the Specified Services for Village as an independent contractor of the Village.

12. **NOTICES**

All notices and communications to the VILLAGE or CONSULTANT shall be in writing and shall be deemed to have been properly given if transmitted by registered or certified mail or hand delivery. All notices and communications shall be effective upon receipt. Notices shall be addressed as follows:

VILLAGE:	Genaro "Chip" Iglesias Village Manager Village of Key Biscayne 88 West McIntyre Street Key Biscayne, FL 33149
With a copy to:	Village Attorney c/o Weiss Serota Helfman Pastoriza Cole & Boniske, P.A. 2525 Ponce de Leon Boulevard Suite 700 Coral Gables, FL 33134
CONSULTANT:	Philip Beinhaker IBI Group, Inc. 12008 S. South Shore Boulevard Suite 207 Wellington, FL 33414

13. **GOVERNING LAW; LITIGATION**

This Agreement shall be construed in accordance with the laws of the State of Florida. Venue for any litigation hereunder shall be in Miami-Dade County, Florida. The parties voluntarily waive the right to any trial by jury in any litigation hereunder between the parties.

14. **MISCELLANEOUS**

A. CONSULTANT represents and warrants to the VILLAGE that CONSULTANT does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with CONSULTANT's performance under this Agreement on account of race, color, sex, religion, age, handicap, marital status, sexual preference or sexual orientation, or national

origin. CONSULTANT further covenants that no otherwise qualified individual shall, solely by reason of his or her race, color, sex, religion, age, handicap, marital status, sexual preference or sexual orientation, or national origin, be excluded from participation in, be denied services, or be subject to discrimination under any provision of this Agreement.

B. CONSULTANT is reminded and hereby recognizes that all work under this Agreement must comply with any applicable county, state and federal regulations. Any mandatory clauses which are required by such county, state or federal regulations shall be deemed to be incorporated herein immediately upon VILLAGE's written request.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Agreement upon the terms and conditions above stated on the day and year first above written.

CONSULTANT:

IBI GROUP, INC.
12008 S. South Shore Boulevard
Suite 207
Wellington, FL 33414

By:_____
Name: _____

Title:_____

VILLAGE:

VILLAGE OF KEY BISCAYNE
88 West McIntyre Street
Key Biscayne, FL 33149

By:_____
Genaro "Chip" Iglesias
Village Manager

Attest:_____
Village Clerk

Approved as to Form and Legal Sufficiency:

_____
Village Attorney

Approved pursuant to Council Resolution No. _____

EXHIBIT "A"

Exhibit __: Scope of Services

A. Scope of Services

TASK 1.0 - Project Organization / Review and Synthesis of Park and Open Space Policies

1.1 **Project Kickoff Meeting:** IBI will meet with Village staff to develop a final scope of services for the project. In addition, IBI and Village staff will refine and finalize the project time line and schedule, method for public involvement and agency meetings, locations of meetings, methods of public meeting advertisement among other topics.

1.2 **Existing Data, Base Maps and Graphic Exhibits–** IBI shall create and submit base maps for Village review of the 530 Crandon Boulevard site using existing aerials; maps of existing GIS/Cad information (as supplied by the Village) and supplemented with field observations. Graphic maps of the overall inventory of Parks and Open Space shall also be assembled – as well as all publicly-owned land. IBI shall submit the base plans to the Village for review. IBI shall augment all data with field observations and notes. IBI will meet with the Village one time to receive and discuss any comments.

1.3 **Review of Park and Open Space Policies -** IBI shall assemble and review park and open space policies of the Village of Key Biscayne. The policies include but are not limited to:

- Village of Key Biscayne Comprehensive Plan
- 2020 Vision Plan
- Current EAR
- Leisure Visions Community Center Needs Assessment

IBI will document the policies; review the progress made toward completion of the plans; document land that has been acquired for recreation and open space; and properties considered for potential acquisition.

1.4 **Draft Policy Evaluation Memorandum -** IBI will summarize the above information into a memorandum for the project. IBI will submit the memorandum to the Village via email for review. IBI will meet with Village staff one time to receive and discuss comments. Modification or revision to the memo shall be made per Village staff comments.

Products/Deliverables:

- ***Final scope of services with final project schedule – via email***
- ***Public involvement process, scheduling and venue including meeting list with participants, location, time, and agenda – via email***
- ***Project base map/graphic exhibit development – via email***

- *Policy Evaluation Memorandum – via email*

TASK 2.0 – Identification of Implementation Options

2.1 **Preliminary Implementation Strategies Memorandum –** Based on comments and input from Village Staff on the Policy Evaluation Memorandum, IBI shall develop a menu of options to meet the Village's needs for parks and open space, including the identification of potential park and open space sites within and outside the village. IBI will include a list of potential funding sources for the future implementation of the project. IBI's review shall also consist of – but not limited to - the Village's existing CIP; upcoming County projects, State projects and other public works projects that may facilitate the implementation of the program.

2.2 **Implementation Memorandum Submittal –** IBI shall submit the memorandum via email to the Village for review and comment. IBI shall meet with Village staff one time to review comments.

2.3 **Final Implementation Strategies Memorandum –** IBI shall revise the document per the Village's comments and submit to the Village for approval.

Products/Deliverables:

- ***Preliminary Implementation Strategies Memorandum – via email***
- ***Final Implementation Strategies Memorandum – via email***

TASK 3.0 – Public Participation / Facilitation

3.1 Public Involvement Program – IBI shall conduct the following meetings with concerned stakeholders:

- Focus Group / Stakeholder meetings with special interest groups (to be determined)
- One-on-one meetings with elected officials
- Public telephone survey
- Interviews with Village staff

The Village is responsible for the following:

- Identification of stakeholder groups
- Scheduling of groups / meeting rooms

IBI shall submit written meeting minutes to the Village summarizing the outcomes of the focus group meetings,

one-on-one meetings and interviews with Staff. A draft set of questions for the telephone survey shall be submitted to the Village for review/comment prior to the execution of the survey. The survey results will be submitted to the Village for consideration after completion.

3.2 **Charrette Preparation –** IBI shall design a postcard mailer to advertise the proposed charrette. The Village shall mail and distribute the postcard to potential attendees. IBI shall also create posters advertising the charrette and submit to the Village for distribution.

Other advertisements/media to be included by the Village include the Village's web site, advertisements in local newspapers and on the electronic message board. IBI shall provide digital artwork to the Village for easy conversion and use for these advertisements. Advertisements shall commence a minimum of two weeks prior to the event.

3.3 **Charrette Facilitation -** IBI will facilitate one (1) public workshop within the Village of Key Biscayne to seek input and obtain general consensus on park and open space implementation strategies, and the potential development of 530 Crandon Boulevard. The charrette is designed to prioritize projects and implementation strategies. The workshop shall be a highly structured event, and shall have the following components:

- Overview of the project – IBI will create an electronic presentation using still photographs and video to provide participants with the background information necessary to understand the nature of the charrette;
- Presentation of Park and Open Space Policies Review;
- Presentation of Park and Open Space Implementation Options
- Prioritization Exercise of Open Space Needs and Potential Implementation Options
- Visual 'virtual' tour of the 530 Crandon Boulevard site, including the context of the Civic Center;
- Visual preference survey of site development opportunities;
- Small group sessions to develop program suggestions

Products / Deliverables:

- ***Meeting minutes of interviews / meetings via email***
- ***Telephone Survey results via printed copy***
- ***Charrette advertisement postcards – via email***
- ***Digital files for use on Village web site and newspaper ads to advertise the charrette – via email***
- ***Public charrette summary memorandum – via email***

TASK 4.0 – 530 Crandon Boulevard Development Options

4.1 **Site Development Program –** IBI shall submit a written site development program to the Village for approval. This program shall be based on the results of the public charrette and input during the public involvement program.

4.2 **Preliminary Conceptual Site Plans -** IBI shall prepare conceptual site plan alternatives which will identify proposed primary recreation activity zones such as: pedestrian and vehicular circulation, parking, drainage, landscaping, restrooms, and / or other elements outlined in the proposed program for the development of the 530 Crandon site based on the approved site development program. The conceptual site plan alternatives shall be rendered in a color graphic format.

4.3 **Review Meetings -** IBI shall meet with the Village staff to discuss the conceptual plan. During these meetings, the plans shall be evaluated and critiqued by all parties.

4.4 **Final Conceptual Site Plans -** Based upon the comments and concerns, IBI shall refine and revise the concepts and submit to the Village for final staff approval and preparation of presentation materials for Task 5.

Products/Deliverables:

- ***Preliminary Conceptual Rendered Site Plans – one color copy each printed plus emailed electronic version***
- ***Site Development Program memorandum – via email***
- ***Final Conceptual Rendered Site Plans – one color copy each printed plus emailed electronic version***

TASK 5.0 – Summary Report – Recreation and Open Space Implementation Strategy

5.1 **Summary Report –** Based on comments and input from Village Staff on the Policy Evaluation Memorandum, the results of the public charrette and Staff comments on the Conceptual Site Plans, IBI shall develop and submit a Summary Report including the specific actions to be taken in implementing policies to expand park and open space facilities and a conceptual development plan for 530 Crandon Boulevard site.

5.2 **Review Meetings –** IBI shall meet with the Village one time to discuss review comments.

5.3 **Report Revisions –** IBI shall revise the Summary Report document one time per written comments. IBI shall then print the final Summary Report and submit to the Village for distribution.

Products/Deliverables:

- *Draft Summary Report (via email)*
- *Revised Summary Report – X printed hard copies*

TASK 6.0 – Presentations

6.1 **Presentations –** IBI shall present the contents of the Summary Report in a Powerpoint format at one (1) Council workshop and up to two (2) presentations to the Village Council.

Products/Deliverables

- *Presentations to Village Council*

TASK 7.0 – Additional Services

7 **Additional Services –** IBI shall perform additional services for the Village only as directed by staff in writing. Additional services may include but are not limited to:

- Additional master plans
- Additional meetings
- Construction documents

B. Compensation – Complete Scope

IBI shall invoice the Village monthly on a percentage of completion basis. Direct expenses are included in the fees outlined below.

Task 1 – Project Organization / Policy Review	$16,086
Task 2 – Implementation Options	$10,022
Task 3 – Public Participation	$39,176*
Task 4 – Development Options	$15,971
Task 5 – Summary Report	$7,492
Task 6 – Presentations	$6,983
Total Tasks 1-6	**$95,729**

*Includes fees for telephone survey

The fee for **Task 7, Additional Services**, shall be billed using the attached Hourly Rate Schedule or as an agreed upon fixed fee as authorized by the Client.

B. Compensation – 530 Crandon Site Only

IBI shall invoice the Village monthly on a percentage of completion basis. Direct expenses are included in the fees outlined below.

Task 1 – Project Organization / Policy Review	$5,654
Task 2 – Implementation Options	$0
Task 3 – Public Participation	$14,049
Task 4 – Development Options	$15,971
Task 5 – Summary Report	$0
Task 6 – Presentations	$6,983
Total Tasks 1-6	**$42,656**

The fee for **Task 7, Additional Services**, shall be billed using the attached Hourly Rate Schedule or as an agreed upon fixed fee as authorized by the Client.

B. Compensation – Planning Only

IBI shall invoice the Village monthly on a percentage of completion basis. Direct expenses are included in the fees outlined below.

Task 1 – Project Organization / Policy Review	$14,091
Task 2 – Implementation Options	$10,022
Task 3 – Public Participation	$37,044*
Task 4 – Development Options	$0
Task 5 – Summary Report	$5,297
Task 6 – Presentations	$6,983
Total Tasks 1-6	**$73,437**

*Includes fees for telephone survey

The fee for **Task 7, Additional Services**, shall be billed using the attached Hourly Rate Schedule or as an agreed upon fixed fee as authorized by the Client.