

## INTERLOCAL AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the Miami-Dade Transportation Planning Organization (TPO), hereinafter called the TPO and the *Town of Cutler Bay*.

That the TPO and the *Town of Cutler Bay* have determined to jointly fund the 2020 Cutler Bay Transportation Master Plan Update and that the *Town of Cutler Bay* has determined to provide the services for such study and its share of the costs thereof as provided below.

### WITNESSETH:

**ARTICLE 1.00:** The TPO does hereby retain the *Town of Cutler Bay* to provide the services for the 2020 Cutler Bay Transportation Master Plan Update, which services are described in Exhibit "A": "Scope of Services", and Exhibit "B": "Project Schedule". The parties further agree that the project costs are provided in Exhibit "C": "Project Cost." The E-Verify Certification provided in Exhibit "D" must be signed by the recipient. In addition, Exhibit "E": "Title VI Quarterly Progress Report" must be filled out and transmitted to the TPO on a quarterly basis concurrently with the Unified Planning Work Program schedule. The referenced exhibits are attached hereto and made 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 TPO and the *Town of Cutler Bay* mutually agree to furnish, each to the other, the respective services, information and items as described in Exhibit "A" Scope of Services, Exhibit "B" Project Schedule, Exhibit "C" Project Cost and Exhibit "D" E-Verify Certification. The TPO agrees to furnish the *Town of Cutler Bay* 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. The *Town of Cutler Bay* 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 TPO Executive Director or her designee shall execute and issue the *Town of Cutler Bay* a Notice-to-Proceed with the work described in said Exhibits, such work to constitute performance of the 2020 Cutler Bay Transportation Master Plan Update as set forth in said Exhibits.

**ARTICLE 3.00:** The services to be rendered by the *Town of Cutler Bay* shall be commenced subsequent to the execution and issuance of the Notice-to-Proceed and shall be completed within six **(6) months** from the date of execution and issuance of the Notice-to-Proceed.

**ARTICLE 4.00:** The *Town of Cutler Bay* agrees to provide Project Schedule progress reports on a quarterly basis and in a format acceptable to the TPO Executive Director. The TPO Executive Director shall be entitled at all times to be advised, at her request, as to the status of work being done by the *Town of Cutler Bay* and of the details thereof. Coordination shall be maintained by the *Town of Cutler Bay* with the TPO Project Manager and other representatives. 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 TPO as to the approval of any of the materials submitted by the *Town of Cutler Bay* or if there are delays occasioned by circumstances beyond the control of the *Town of Cutler Bay* which delay the Project Schedule completion date, the TPO Executive Director or her designee may grant the *Town of Cutler Bay*, 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 the *Town of Cutler Bay* 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, the *Town of Cutler Bay* shall submit a written request to the TPO Executive Director or her 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 TPO Executive Director or her 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 the *Town of Cutler Bay* has not requested, or if the TPO Executive Director or her 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 TPO Executive Director or her designee.

**ARTICLE 6.00:** The *Town of Cutler Bay* 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 TPO, other than those costs negotiated within the limits and terms of this Agreement and upon approval by the TPO Executive Director, such specialists as the *Town of Cutler Bay* may consider necessary.

**ARTICLE 7.00:** The TPO shall not be liable for use by the *Town of Cutler Bay* 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 TPO without restriction or limitation on their use; and shall be made available, upon request, to the TPO at any time. Copies of these documents and records shall be furnished to the TPO upon request, verbal or written, allowing reasonable time for the production of such copies.

**SUB-ARTICLE 8.10:** Records of costs incurred by the *Town of Cutler Bay* and all sub-consultants performing work on the project, and all other records of the *Town of Cutler Bay* and sub-consultants considered necessary by the TPO for proper audit of project costs, shall be furnished to the TPO upon request.

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

The ***Town of Cutler Bay*** 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 the ***Town of Cutler Bay*** in conjunction with this Agreement. Failure by the ***Town of Cutler Bay*** to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the TPO Executive Director.

**ARTICLE 9.00:** Title VI Compliance (Civil Rights Act of 1964) - During the performance of this agreement, the ***Town of Cutler Bay***, for itself, its assignees and successors in interest, agree as follows:

1. Compliance with Regulations: The ***Town of Cutler Bay*** shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
2. Nondiscrimination: The ***Town of Cutler Bay***, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The ***Town of Cutler Bay*** shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations made by the ***Town of Cutler Bay***, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subcontractor or supplier shall be notified by the ***Town of Cutler Bay*** of the ***Town of Cutler Bay***' obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.
4. Information and Reports: The ***Town of Cutler Bay*** shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation*, the *Federal Highway*

*Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the **Town of Cutler Bay** is in the exclusive possession of another who fails or refuses to furnish this information the **Town of Cutler Bay** shall so certify to the *Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of the **Town of Cutler Bay**' noncompliance with the nondiscrimination provisions of this contract, the *Florida Department of Transportation* shall impose such contract sanctions as it or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* may determine to be appropriate, including, but not limited to:
  - a. withholding of payments to the **Town of Cutler Bay** under the contract until the **Town of Cutler Bay** complies, and/or
  - b. cancellation, termination or suspension of the contract, in whole or in part.
6. Incorporation of Provisions: The **Town of Cutler Bay** shall include the provisions of paragraphs (1) through (7) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The **Town of Cutler Bay** shall take such action with respect to any subcontract or procurement as the *Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event the **Town of Cutler Bay** becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the **Town of Cutler Bay** may request the Florida Department of Transportation to enter into such litigation to protect the interests of the Florida Department of Transportation, and, in addition, the **Town of Cutler Bay** may request the United States to enter into such litigation to protect the interests of the United States.
7. Compliance with Nondiscrimination Statutes and Authorities: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis

of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the *Town of Cutler Bay* must take reasonable steps to ensure that LEP persons have meaningful access to the *Town of Cutler Bay*’ programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits the

*Town of Cutler Bay* from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

**SUB-ARTICLE 9.10:** On January 4, 2011, Governor Rick Scott signed Executive Order Number 11-02 relating to verification of employment status (the "Order"). The Order directs all agencies under the direction of the Governor to include as a condition of all state contracts a requirement that the contracting party utilize the U.S. E-Verify system to "verify the employment of: (a) all persons employed during the contract term by the contractor to perform work pursuant to the contract with the state agency". The *Town of Cutler Bay* agrees to comply with the requirements of the Order and execute Exhibit "D".

**ARTICLE 10.00:** The TPO agrees to pay the *Town of Cutler Bay* 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 TPO Executive Director may terminate this Agreement in whole or in part at any time the interest of the TPO requires such termination.

**SUB-ARTICLE 11.10:** If the TPO Executive Director determines that the performance of the *Town of Cutler Bay* is not satisfactory, the TPO Executive Director shall have the option of (a) immediately terminating the Agreement or (b) notifying the *Town of Cutler Bay* 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 TPO Executive Director requires termination of the Agreement for reasons other than unsatisfactory performance of the *Town of Cutler Bay*, the TPO Executive Director shall notify the *Town of Cutler Bay* 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, the *Town of Cutler Bay* 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 TPO 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:** The *Town of Cutler Bay* warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the *Town of Cutler Bay*, 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 TPO Executive 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:** The *Town of Cutler Bay* 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 TPO Executive Director or her designee and securing its consent. The *Town of Cutler Bay* 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 TPO. 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 TPO 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. TPO shall pay the *Town of Cutler Bay* 80.0% of such Project Costs. The *Town of Cutler Bay* shall be responsible for the remaining Costs. The *Town of Cutler Bay* shall invoice TPO monthly for TPO's share of Project Costs in a format acceptable to the TPO Executive Director or her 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. The *Town of Cutler Bay* shall invoice 100% of the TPO'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 TPO to the *Town of Cutler Bay* hereunder shall not exceed \$100,000.

**SUB-ARTICLE 16.10:** By executing this agreement the *Town of Cutler Bay* commits to fund the 20% local share minimum 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 TPO Executive Director shall determine that reported costs by the *Town of Cutler Bay* 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 TPO Executive Director or her designee, whichever is later.

**ARTICLE 17.00:** Standards of Conduct - Conflict of Interest - The *Town of Cutler Bay* 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. The *Town of Cutler Bay* 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 TPO Executive Director reserves the right to cancel and terminate this Agreement in the event the *Town of Cutler Bay* or any employee, servant, or agent of the *Town of*

*Cutler Bay* is indicted or has direct information issued against her for any crime arising out of or in conjunction with any work being performed by the *Town of Cutler Bay* for or on behalf of the TPO, 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 TPO Executive Director in conformity with the provisions of Article 8.00 hereof. The *Town of Cutler Bay* 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, the *Town of Cutler Bay* shall indemnify and save harmless the TPO from any and all claims, liability, losses and causes of action arising out of the *Town of Cutler Bay*' negligence or other wrongful acts in the performance of this agreement. However, nothing herein shall be deemed to indemnify the TPO for any liability or claims arising out of the negligence, performance, or lack of performance of the TPO.

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

**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
- Exhibit "D", E-Verify Certification

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 Transportation 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 \_\_\_\_\_, 2020.

FOR MIAMI-DADE TPO:

ATTEST:

Miami-Dade TPO Clerk of the Board

By: \_\_\_\_\_  
Aileen Bouclé, Executive Director

By: \_\_\_\_\_  
Zainab Salim

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Form and Legal Sufficiency

By: \_\_\_\_\_  
Assistant County Attorney

Date: \_\_\_\_\_

FOR: TOWN OF CUTLER BAY

By: \_\_\_\_\_  
Town of Cutler Bay Authorized Representative

Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Town of Cutler Bay Project Manager

Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## Exhibit "A": "Scope of Services"

### Objective

The objective of this study will be to continue to benchmark the transportation system, as initiated by the Town in its two previous Transportation Master Planning efforts, while adding to this analysis a review of potential state of the art technologies, additional traffic counts, safety audits, an examination of the transportation systems ability to respond to disasters, an analysis of how land use impacts the transportation network and a multi-level analysis of four distinct approaches to technically mitigating the issues. In doing so it will provide a clear understanding of the regional origins and destinations of people moving to, from, and through the Town on their daily journeys, and how these movements and volumes impact not only our local roads, transit system, and bicycle and pedestrian network, but those in the surrounding area. Additionally, this analysis will assess the system's ability to be resilient today and in the future.

It will employ new traffic technologies in order to determine the best way to improve mobility, safety, and accessibility for Town residents.

To address the problems of the future this master plan will examine the root causes of congestion like, inadequate roadway capacity, lack of modal options, existing and future travel patterns, emerging development and growth patterns, and a lack of diverse land uses, among other issues will be thoroughly explored, as will be the ability of the system to rebound from major disaster events and withstand the gradual onslaught of rising seas. This will be done in two planning horizons, 2030 and 2040. It will engage the public, in a meaningful way, in the generation of transportation solutions. As a result, a project bank of multi-modal transportation and a variety of policy solutions will be developed. The individual impacts of these recommendations and their probable costs will be developed, so that the projects can be prioritized and placed in an implementation plan. The results of this analysis will bring much more clarity on all of the tools needed both locally and regionally to address the issue of congestion.

### **Task 1: Public involvement**

Engaging the public and incorporating public input is a multi-level process that takes place consistently throughout the duration of the plan's development. This task will focus the project, pointing it in a direction which is most useful to citizens, staff and elected officials. It is through this task that an understanding of what is wanted and what the perceived weaknesses in the system are. Many of these desires and weaknesses will be tested in the data collection and analysis task.

The public involvement process begins with the formation of a steering committee made up of members integrally knowledgeable and involved in the process. Next, stakeholders representing a diversity of interests are identified and consulted individually. Concurrent with the technical work of data collection and analysis, community workshops are held to offer all community members an opportunity to be involved in an informal setting, this could include walking audits. As the plan approaches completion, public hearings are held to give public officials and the general public the opportunity to hear, comment, and approve the plan. Finally, the plan is brought to the TPO and FDOT, offering a final opportunity for public comment.

### Steering Committee

The steering committee should consist of the Town's Project Manager as a representative of staff, and members of the general public with established knowledge and experience with issues and processes involved.

The committee will be consulted at the outset of the planning process and at the culmination of each task to review the previous efforts and to strategize for the next task. The committee will also assist in the identification of stakeholders.

#### Stakeholders

The Steering Committee, staff, and elected officials will assemble a list of 10 to 20 stakeholders to be individually consulted. Stakeholders should include leaders from political, business, civic, and religious communities, as well as representatives of special interest groups such as environmental groups, local schools, area assisted living facilities, and the disabled. Each stakeholder will be consulted on an individual basis to provide insight and advice regarding the issues, needs, and solutions to be addressed in the plan.

#### Community Workshops

Four separate Community Workshops, one of which will be a walking audit, one of which will include a bicycling audit, and one of which will be a transit audit on the local circulator, will be held throughout the duration of the project. The first Community

Workshop will be held after the analysis of existing conditions. It will explain the strengths and weaknesses in the system today and in the future. Ideas will be gathered for how to mitigate deficiencies. It will also be focused on the acceptance and prioritization of projects.

#### Public Hearings

At the culmination of plan development process first and second public hearings will be held with the Town Council, giving the public further opportunity to participate.

#### Agency Meetings

The results of the study will be presented to the TPO and FDOT, as a process for keeping these bodies informed.

#### Task 1 Deliverables:

1. List of Steering Committee Members and Stakeholders
2. Workshop agendas
3. Workshop Presentations
4. Minutes of Workshops
5. Steering Committee & Stakeholder Agenda, Records, and or Minutes

#### **Task 2: Data Collection and Analysis**

##### Previous and Ongoing Work

All previous reports since the last master plan update will be reviewed and incorporated into the data collection and analysis process. If necessary new data will be collected for traffic, transit, bicycle and pedestrian areas. This data will be analyzed to show the existing conditions and those in the future. Much has changed in South Dade since the last update in 2014; for example Cutler Bay, Palmetto Bay, and

Pinecrest have implemented municipal circulators and are implementing on-demand transit options to the South Dade Transitway.

### Technologies

Traffic technologies will be reviewed and evaluated such as adaptive signal technologies, pulse routing for first/last mile, electric vehicles parking, curb management SMART technologies, and autonomous vehicle pilot programs. Additionally, technology such as GoPro cameras at intersections, may be used to gather data to be presented at public workshop.

### Traffic Data

Traffic volumes will be evaluated to develop a picture of existing conditions. This will provide the basis from which the analysis and development of needs will begin. To do this the most recent TPO Long Range Transportation Model will be examined for roads on the network where counts exist, which is along section line roads, as well as Old Cutler Road and US-1. Roads may need to be re-counted to assure the model is calibrated correctly. Existing count data will be collected from FDOT or Miami Dade County for every location where it exists in the last 2 years. For other roads, where model data does not exist, and the Town would like it to be counted, individual 48- hour link counts or 24 hour roadway counts will be taken. Other count locations will be reserved for new counts as needs warrant. It is anticipated that new counts may need to be taken and will be re-examined by a traffic engineer. Additionally, a review of complaints will be undertaken showing hot spots within the community which may need to be examined.

### Transit Data

All Miami Dade Transit routes will be examined to determine their alignment, headways and ridership. The implementation of the circulator bus, the results of the Mobility Hub Analysis and SMART Plan South Corridor study, with other bus routes will be examined as well. Park and ride locations, capacities and their interaction of transit with other systems will be detailed.

### Bicycle Pedestrian Data

Bicycle / Pedestrian data from the completed Bicycle Pedestrian Master Plan will be incorporated into this report to provide a true multi-modal picture of the adequacy of transportation in the Town. The Bicycle Pedestrian Master Plan may need to be updated. Data collection emphasizing connectivity will be used to identify gaps in the network. First/Last mile needs will be assessed for connectivity to SMART Corridor facilities. Safety audits will be performed existing Assisted Living Facilities (ALF's) and schools.

From these data collection areas, various levels of analysis will be provided. Each is focused on the Level of Service throughout the Town and the ability to quantify and display traffic movement patterns and trends occurring today and in the future. The resulting spread sheets will detail the utilization and capacity of each roadway link. Data will be analyzed to show expected conditions 2030 and 2040.

### Travel Patterns

Using the TPO LRTP Model, population and employment at various locations in South Dade will be examined. Daily origins and destinations from these areas will be examined to show the travel patterns and volumes of the people as they move about the region impacting Cutler Bay daily.

Resiliency

As far as transportation is concerned, the Federal Highway Administration defines resiliency as: The ability to anticipate, prepare for, and adapt to changing conditions and withstand, respond to, and recover rapidly from disruptions. In this light, the transportation network will be evaluated as to its elevation, and vulnerability to its potentially greatest threat, flooding, either via periodic disaster events like storm surge from hurricanes or the long-term impacts of sea level rise, utilizing Urban Footprint. This information will be useful for both Miami Dade County and FDOT as they are likely to be assessing their systems in the future.

Development Trends

The existing Future Land Use Maps for Cutler Bay and South Dade will be evaluated to understand and assess the relative quality or sustainability of the resulting traffic impact of future development patterns.

Data Analysis

Various levels of analysis will be provided. Each is focused on the Level of Service throughout the Town and the ability to quantify and display traffic movement patterns and trends occurring today and in the future. The resulting spread sheets could be used as a basis for a concurrency management system, since they will detail the utilization and capacity of each roadway link. Traffic counts will be displayed in tabular form by facility. This will serve as a handbook to detail the condition of each facility in the Town. Detail will be given to:

- a. Road
- b. Number of Lanes
- c. Existence of a Median
- d. Road Jurisdiction
- e. Functional Classification
- f. Number of Traffic Signals
- g. Segment Length
- h. Signals per Mile
- i. Speed Limit
- j. Roadway Class
- k. Existing Level of Service Standard
- l. Service Volume at Adopted Standard
- m. Average Annual Daily Traffic
- n. Peak Hour Volume
- o. Existing Level of Service
- p. Remaining Capacity
- q. Projected TPO Growth Rate (from latest TPO LRTP Model)
- r. Sidewalks
- s. Bicycle Lanes
- t. Transit Facilities

**Task 2 Deliverables:**

1. Existing Conditions Assessment
2. Traffic Count Data
3. Multimodal LOS Analysis
4. GIS Data

**Task 3: Needs Assessment**

The analyses provided above will point to various levels of need, for various modes. In this analysis it is important to understand the number of people that are moving through the Town now and will be in the future, then understand the relative capacity of each component of the transportation system. It is known that the roadway network is at or near saturation in certain areas. A main topic of conversation and decision making will be about which part of the system to add capacity to and how much is tolerable.

The roadway network in this area of the county is an irregularly shaped, interrupted grid system. In theory, a connected grid efficiently and effectively distributes traffic, providing multiple areawide routes for travelers. As part of this assessment the Complete Streets Corridor Analysis will be reviewed as well and options as to increasing alternative mode capacity will be evaluated to determine how to provide for a Complete Network. These options provide relieve when periodic congestion arises. A decision needs to be made for how much additional capacity is needed, and whether that should go on the roadway network or the transit network and what the impacts, costs and benefits of each would look like from the technical and social perspectives. As such the level of service of each mode will be evaluated. For each mode an assessment of the total capacity needed to so that adopted levels of service were met, will be undertaken. From this assessment a list of potential projects will be developed. Roadways that meet or exceed the existing level of service standard will need improvements to assure that they meet the Town's adopted level of service standards. The roadway level of service is not the only consideration of need. The transit network will be examined to determine the adequacy of the system, as well as other modes.

Public perception of need will be considered. The four project categories will be developed including:

1. Roadway Capacity and Corridor Enhancement

Projects will be developed to address streets that are at or near capacity. These projects generally will focus on improving intersections and links that are at rated Level of Service (LOS) D or worse, in the existing or future year. These will be mapped. This will also take into consideration arterial roads that function as major conduits of traffic through the Town. Implementing a license plate audit on Old Cutler Road and US-1 will document the cars passing through from other areas creating traffic in the Town.

2. Alternative Mode

This will focus on transit, pedestrian, and bicycle facilities and their levels of service, particularly as they interface with major intersections, trip generators and transit stations. The needs assessment will include the SMART Plan and leveraging connectivity to the Transit Corridor and Regional Trails.

### 3. Corridor Enhancement

This work will take into consideration arterial roads that function as major conduits of traffic through the Town. An in-flow/out-flow analysis will be conducted in order to assess the effect of development outside of the Town.

### 4. Policy

Policy will mean many things in this analysis. A rethinking of policy in a wide variety of areas is needed, and options for each will be provided in the areas of Transportation, Land Use, Housing and Economic Development.

Transportation: This will initially focus on policy initiatives which mitigate a lack of mobility like travel demand management and transportation systems management. We have laws that implement roadway level of service, but those levels of service are becoming impossible to achieve, without significant and disruptive interventions. Capacity additions related to rapid transit level of service standard, to ensure that there is enough capacity to absorb the overflow of users, pushed off the roadway system due to the prohibitive financial, social and political costs of its expansion. The implementation of any transportation capacity in any form including roadway, transit, bicycle and pedestrian, involves the utilization of more space to move more people. The cost of that space and its disruption to the neighborhoods and people as opposed to the overall benefit that movement provides must be considered.

Land Use: Land use policies to direct potential growth, and by extension, transportation growth, to very specific sectors of the Town. Development patterns should be examined as they impact traffic flow and resulting congestion. Development moratoria have costs. According to law, and the Future Land Use Map in our local Comprehensive Plans, people have purchased land with the expectation it will be developed at the level prescribed by these plans. The financial cost of unilaterally eliminating development rights via a government taking will be compared with the financial and social costs of reorganizing the land use system to be more efficient and less disruptive. All development does not create the same impacts to the transportation network. It is widely known that more single occupancy vehicle traffic is created by low-density single-family home development. Less of this roadway traffic is created through higher density multifamily development in transportation corridors. To that end the existing development patterns will be evaluated and an analysis of the location, density and intensity that encourage various types of vehicular and rapid transit movement will be evaluated. This then can be matched with the type of capacity the Town wants to implement in the future.

Housing: South Dade has an affordable or attainable housing crisis. Working family are making very difficult choices about where to live. This housing is often far from employment centers. Traveling on the out of capacity roadway network is creating the congestion that is the subject of this analysis. A discussion of the need for and how to locate this housing in more sustainable methods will be explored.

Economic Development: As housing is far from jobs, and South Dade has few major employment centers, the policy strategy of how to attract jobs and the impacts of such will be evaluated. This will tie into Transportation and Land Use policies.

**Task 3 Deliverables:**

1. Needs Assessment Report to include:
  - a. Roadway Capacity and Corridor Enhancement
  - b. Alternative Mode
  - c. Corridor Enhancement
  - d. Policy

**Task 4: Development of Potential Projects**

Potential projects that arise from the needs assessment resulting from the analysis will be placed in a “Project Bank”, which will essentially be the Town’s Transportation Master Plan Capital Improvements schedule. Projects suggested in previous plans will be incorporated into the master plan.

Each project will be conceptually developed. This will entail the development of a project sheet that provides:

1. Description of the project
2. Location
3. Cost of Planning, Innovation, Design, and/or Construction

**Task 4 Deliverables:**

1. Project Bank

**Task 5: Analysis**

Each of the projects developed as a result of the needs assessment will be tested to ascertain their impacts to the system in the future time horizons. The goal here is to move the traveling people while meeting the existing levels of service in a sustainable and resilient manner. The system will be looked at in multiple iterations of roadway, transit, land use and the equilibrium. The difficulty with making the decisions that will cure the traffic problems of the future is that they are costly in many ways. The financial cost is obviously critical, but so is the social cost. The level of capacity needed is significant. It is important to figure out how to implement this capacity in the least socially disruptive manner.

- Roadway: This would model what the capacity of the roadway network would look like if the future volumes needed to be accommodated completely on the roadway network
- Transit: This would model what the capacity of the transit and roadway networks would look like of the future volumes needed to be accommodated completely on the mass transit network
- Land Use: This would model with the capacity of the transit and roadway networks would look like if the Land Use, Housing and Economic Development policy changes and no capital roadway or transit expansions were undertaken
- Equilibrium: This would model what the capacity of the transit and roadway networks would look like if a reasonable blend of roadway, transit and land use recommendations were made.

**Task 5 Deliverables:**

1. Project Testing

**Task 6: Implementation Plan**

The existing implementation plan will be evaluated. Completed projects will be removed and new projects will be inserted and prioritized. The formal Implementation Plan will refine the Project Bank by prioritizing the individual projects, identifying funding sources and strategies, or recommending initiatives for strengthening transportation and mobility opportunities.

Essentially this task will prioritize the Project Bank, develop consensus of the community, have it approved by the Town Council, and then by the Miami-Dade TPO with the list of projects including their purpose, need and cost and asking them to rank as immediate needs, short term (1-3 years), mid-term (4-6 years), or long-term (+7 years). An interactive software program will be used to gauge public sentiment about the projects and their ranking in the second community workshop. Further tasks will be to have individual projects begin implementation. Acceptance on the LRTP or TIP will be simplified with these approvals.

**Task 6 Deliverables:**

1. Draft Prioritized Implementation Plan
2. Final Prioritized Implementation Plan

**Task 7 Final Reports:**

The final report will be a combination and summation of all tasks. A final report and highly graphic executive summary will be produced as well as PowerPoint presentation of that report. Drafts will be delivered to the Town for review. After the final presentation, bound and electronic copies will be made available.

**Task 7 Deliverables:**

1. Draft Master Plan
2. Final Master Plan
3. Transportation Master Plan Executive Summary
4. Presentation to Town Council

Exhibit "B": "Tentative Project Schedule"

Task	Month											
	1	2	3	4	5	6	7	8	9	10	11	12
1. Public Involvement	Ongoing											
2. Data Collection	Blue	Blue	Blue	Blue								
3. Needs Assessment				Red	Red	Red						
4. Development of Potential Projects							Blue	Blue				
5. Analysis									Red			
6. Implementation Plan									Blue	Blue		
7. Final Reports											Red	Red

## Exhibit "C": "Project Cost"

<b>Task</b>	<b>Activity</b>	<b>TPO Request</b>	<b>Town Match</b>	<b>Total Expense</b>
1	Public Involvement	\$10,800	\$2,700	\$13,500
2	Data Collection	\$48,800	\$12,200	\$61,000
3	Needs Assessment	\$10,000	\$2,500	\$12,500
4	Development of Potential Projects	\$8,000	\$2,000	\$10,000
5	Analysis	\$6,400	\$1,600	\$8,000
6	Implementation Plan	\$8,000	\$2,000	\$10,000
7	Final Reports	\$8,000	\$2,000	\$10,000
	<b>Totals:</b>	<b>\$100,000</b>	<b>\$25,000</b>	<b>\$125,000</b>

Exhibit "D"

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

**E-VERIFY**

Contract No: G1073

Financial Project No(s): 439334-3-14-01

Project Description: FYs 2021 and 2022 Unified Planning Work Program Task III  
SMART Moves Program

Vendor/Consultant Town of Cutler Bay acknowledges and agrees to the following:

Vendor/Consultant Town of Cutler Bay shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of;

1. all persons employed by the Vendor/Consultant Town of Cutler Bay during the term of the Contract to perform employment duties within Florida; and
2. all persons, including subcontractors, assigned by the Vendor/Consultant Town of Cutler Bay to perform work pursuant to the contract with the Department.

Company/Firm: Town of Cutler Bay

Authorized Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Exhibit "E"  
Title VI Quarterly Progress Report

Municipality: \_\_\_\_\_

Title of Study: \_\_\_\_\_

Work performed this quarter: \_\_\_%    Work performed to date: \_\_\_%

Reporting Period: \_\_\_\_\_ through \_\_\_\_\_, 2020

1. Progress made this quarter:

2. Products completed this quarter as related to the approved Interlocal Agreement:  
(Provide copies if applicable)

3. Problems encountered/anticipated:

4: Schedule adherence: Yes or No (If not on schedule, please provide explanation)

5: Title VI Reporting Requirements (related to this study only):

Title VI	Response
# of Title VI complaints filed with the Municipality	
# of informal (verbal) complaints	
# of formal (written) complaints	
# of completed investigations conducted by the Municipality	
# of completed investigations with findings	
# of public meetings	
# of meetings held in low income or minority areas	
# of translation services provided	
# of interpreter services provided	
# Limited English Proficiency request received, and services provided during public meeting	