



**Town of Surfside
Regular Town Commission Meeting
AGENDA
February 9, 2021
7 p.m.**

Town Hall Commission Chambers - 9293 Harding Ave, 2nd Floor
Surfside, FL 33154

1. Opening

A. Call to Order

B. Roll Call of Members

C. Mayor and Commission Remarks – Mayor Charles W. Burkett

D. Agenda and Order of Business Additions, deletions and linkages

E. Community Notes – Mayor Charles W. Burkett

F. Senator Jason Pizzo - Mayor Charles W. Burkett

2. Quasi-Judicial Hearings

3. Consent Agenda (*Set for approximately 7:30 p.m.*) *All items on the consent agenda are considered routine or status reports by the Town Commission and will be approved by one motion. Any Commission member may request that an item be removed from the Consent Agenda and discussed separately. If the public wishes to speak on a matter on the consent agenda they must inform the Town Clerk prior to the start of the meeting. They will be recognized to speak prior to the approval of the consent agenda.*

A. Minutes – Sandra N. McCready, MMC, Town Clerk

- January 14, 2021 Regular Town Commission Meeting Minutes (Pages 1-17)

***B. Town Manager's Report – Andrew Hyatt, Town Manager (Pages 18-26)**

***C. Town Attorney's Report – Weiss Serota, Town Attorney (Pages 27-33)**

D. Committee Reports - Andrew Hyatt, Town Manager (Pages 34-59)

- September 9, 2020 Budget Advisory Committee Meeting Minutes
- December 7, 2020 Tourist Board Meeting Minutes
- December 17, 2020 Planning and Zoning Board Meeting Minutes
- December 21, 2020 Parks and Recreation Committee Meeting Minutes

E. FY 2021 Budget Amendment No. 5- Andrew Hyatt, Town Manager (Pages 60-63)

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING BUDGET AMENDMENT NO. 5 FOR THE FISCAL YEAR 2020/2021 BUDGET; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

F. Resolution Authorizing Law Enforcement Mutual Aid Agreement between the Town of Surfside and North Bay Village - Andrew Hyatt, Town Manager (Pages 64-80)

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING A VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE MUTUAL AID AGREEMENT WITH NORTH BAY VILLAGE; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

4. Ordinances

(Set for approximately N/A p.m.) (Note: Good and Welfare must begin at 8:15)

A. Second Reading Ordinances

1. Ordinance to Allow Pet Grooming as Accessory Use to Pet Supplies- Andrew Hyatt, Town Manager (Pages 81-87)

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING THE TOWN OF SURFSIDE CODE OF ORDINANCES BY AMENDING SECTION 90-41, "REGULATED USES", TO CHANGE THE LIST OF PERMITTED ACCESSORY USES TO ALLOW PET GROOMING AS ACCESSORY TO RETAIL PET SUPPLIES IN THE SD-B40 ZONING DISTRICT AND PROVIDING FOR RELATED REGULATIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

(Set for approximately 9:00 p.m.) (Note: Good and Welfare must begin at 8:15)

B. First Reading Ordinances

5. Resolutions and Proclamations

(Set for approximately 9:45 p.m.) (Note: Depends upon length of Good and Welfare)

A. Legislative Priorities - Andrew Hyatt, Town Manager (Pages 88-91)

A RESOLUTION OF THE MAYOR AND TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING STATE LEGISLATIVE PRIORITIES FOR 2021; AUTHORIZING THE TOWN MANAGER AND TOWN OFFICIALS TO IMPLEMENT THE LEGISLATIVE PRIORITIES; AND PROVIDING FOR AN EFFECTIVE DATE.

B. RFQ No. 2020-06 Continuing Engineering Services – Andrew Hyatt, Town Manager (Page 92)

1. KCI Technologies (Pages 93-117)

A RESOLUTION OF THE MAYOR AND THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING THE CONTINUING SERVICES AGREEMENT WITH KCI TECHNOLOGIES, INC. FOR PROFESSIONAL ENGINEERING SERVICES; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE CONTINUING SERVICES AGREEMENT; AUTHORIZING THE TOWN MANAGER AND TOWN OFFICIALS TO TAKE ALL ACTION NECESSARY TO IMPLEMENT THE CONTINUING SERVICES AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

2. The Corradino Group (Pages 118-141)

A RESOLUTION OF THE MAYOR AND THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING THE CONTINUING SERVICES AGREEMENT WITH THE CORRADINO GROUP, INC. FOR PROFESSIONAL ENGINEERING SERVICES; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE CONTINUING SERVICES AGREEMENT; AUTHORIZING THE TOWN MANAGER AND TOWN OFFICIALS TO TAKE ALL ACTION NECESSARY TO IMPLEMENT THE CONTINUING SERVICES AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

3. Keith and Associates (Pages 142-172)

A RESOLUTION OF THE MAYOR AND THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING THE CONTINUING SERVICES AGREEMENT WITH KEITH AND ASSOCIATES, INC. FOR PROFESSIONAL ENGINEERING SERVICES; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE CONTINUING SERVICES AGREEMENT; AUTHORIZING THE TOWN MANAGER AND TOWN OFFICIALS TO TAKE ALL ACTION NECESSARY TO IMPLEMENT THE CONTINUING SERVICES AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

4. Kimley-Horn Associates (Pages 173-197)

A RESOLUTION OF THE MAYOR AND THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING THE CONTINUING SERVICES AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES, INC. FOR PROFESSIONAL ENGINEERING SERVICES; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE CONTINUING SERVICES AGREEMENT; AUTHORIZING THE TOWN MANAGER AND TOWN OFFICIALS TO TAKE ALL ACTION NECESSARY TO IMPLEMENT THE CONTINUING SERVICES AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

5. CAP Government (Pages 198-221)

A RESOLUTION OF THE MAYOR AND THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING THE CONTINUING SERVICES AGREEMENT WITH C.A.P. GOVERNMENT, INC. FOR PROFESSIONAL ENGINEERING SERVICES; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE CONTINUING SERVICES AGREEMENT; AUTHORIZING THE TOWN MANAGER AND TOWN OFFICIALS TO TAKE ALL ACTION NECESSARY TO IMPLEMENT THE CONTINUING SERVICES AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

6. Alvarez Engineers (Pages 222-246)

A RESOLUTION OF THE MAYOR AND THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING THE CONTINUING SERVICES AGREEMENT WITH ALVAREZ ENGINEERING, INC. FOR PROFESSIONAL ENGINEERING SERVICES; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE CONTINUING SERVICES AGREEMENT; AUTHORIZING THE TOWN MANAGER AND TOWN OFFICIALS TO TAKE ALL ACTION NECESSARY TO IMPLEMENT THE CONTINUING SERVICES AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

7. Nova Consulting (Pages 247-271)

A RESOLUTION OF THE MAYOR AND THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING THE CONTINUING SERVICES AGREEMENT WITH NOVA CONSULTING, INC. FOR PROFESSIONAL ENGINEERING SERVICES; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE CONTINUING SERVICES AGREEMENT; AUTHORIZING THE TOWN MANAGER AND TOWN OFFICIALS TO TAKE ALL ACTION NECESSARY TO IMPLEMENT THE CONTINUING SERVICES AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

8. 300 Engineering Group (Pages 272-296)

A RESOLUTION OF THE MAYOR AND THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING THE CONTINUING SERVICES AGREEMENT WITH 300 ENGINEERING GROUP, P.A. FOR PROFESSIONAL ENGINEERING SERVICES; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE CONTINUING SERVICES AGREEMENT; AUTHORIZING THE TOWN MANAGER AND TOWN OFFICIALS TO TAKE ALL ACTION NECESSARY TO IMPLEMENT THE CONTINUING SERVICES AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

C. Abbott Street Engineering – Andrew Hyatt, Town Manager (Pages 297-321)

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AN AGREEMENT WITH KEITH & ASSOCIATES, INC. FOR ENGINEERING PROFESSIONAL SERVICES FOR THE ABBOTT AVENUE DRAINAGE IMPROVEMENTS PROJECT FROM 90TH STREET TO 96TH STREET; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION; AUTHORIZING THE EXPENDITURE OF FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

**6. Good and Welfare/ Public Comments from Residents
(Set for approximately 8:15 p.m.)**

Public comments for subjects or items not on the agenda. Public comment on agenda items will be allowed when agenda item is discussed by the Commission.

7. Town Manager and Town Attorney Reports

Town Manager and Town Attorney Reports have been moved to the Consent Agenda – Item 3.

8. Unfinished Business and New Business

9. Mayor, Commission and Staff Communications

A. COVID-19 Task Force Update – Commissioner Charles Kesl

B. Discussion and Action Regarding Newly Implemented “Town Blog”, Surfside Gazette and Social Media Guidelines – Commissioner Eliana Salzhauer (Pages 322-352)

C. Amending Town Code Section 2-205 Conduct of Meetings; Agenda – Mayor Charles W. Burkett (Page 353)

D. Topper Selection for 4 x 4 Posts on Hardpack and Walking Path - Andrew Hyatt, Town Manager (Pages 354-356)

E. Building Department Document Scanning- Andrew Hyatt, Town Manager (Page 357)

F. Demolition by Neglect - Mayor Charles W. Burkett (Page 358)

G. Excessive Homeless Contribution made by the Former Commission - Mayor Charles W. Burkett (Page 359)

H. Free (hassle-free) downtown parking for residents - Mayor Charles W. Burkett (Page 360)

I. Short-Term Rentals – Mayor Charles W. Burkett (Page 361)

J. Quality Control & Quality Assurance – Commissioner Charles Kesl (Page 362)

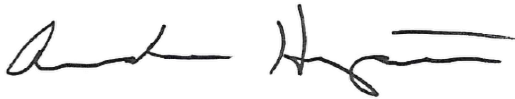
- K. Increase Lighting Plan – Staff Report – Andrew Hyatt, Town Manager (Pages 363-391)**
- L. Lowering of Property Taxes and Water Bills – Staff Report – Andrew Hyatt, Town Manager (Page 392)**
- M. FPL Solar Together - Vice Mayor Tina Paul (Pages 393-396)**
- N. Climate Environmental Collective Revised - Vice Mayor Tina Paul (Pages 397-399)**
- O. Interest Free Loans to Surfside Builders Granted by Former Mayor and Commission – Mayor Charles W. Burkett (Page 400)**
- P. Amending Town Code Section 2-237 Business Relationships – Commissioner Eliana Salzhauer (Pages 401-406)**
- Q. Beachwalk Trimming- Staff Report – Andrew Hyatt, Town Manager (Pages 407-412)**
- R. Community Center Pool Deck Lighting - Staff Report – Andrew Hyatt, Town Manager (Pages 413-414)**
- S. Community Center Second Floor – Staff Report - Andrew Hyatt, Town Manager (Page 415)**
- T. Designated (Painted) Walking Areas in the Residential District- Staff Report – Andrew Hyatt, Town Manager (Pages 416-418)**
- U. Alternative Kayak Launches in Addition to the 96th Street Park – Mayor Charles W. Burkett (Page 419)**
- V. Comparison of 2006 Code to 2020 Code – Staff Report – Andrew Hyatt, Town Manager (Pages 420-424)**
- W. Stormwater Masterplan - Staff Report – Andrew Hyatt, Town Manager (Pages 425-426)**
- X. Amend Tourist Board Ordinance – Commissioner Nelly Velasquez (Page 427)**
- Y. Legally Defective Charter Amendment Vote in 2012 – Mayor Charles W. Burkett (Page 428)**
- Z. Traffic Control Devices on 88th & Hawthorne Avenue – Commissioner Eliana Salzhauer (Page 429)**
- AA. Cone of Silence/Secrecy – Mayor Charles Burkett (Page 430)**
- BB. License Plate Readers – Mayor Charles W. Burkett (Page 431)**
- CC. Cancel Culture in Surfside - Mayor Charles W. Burkett (Pages 432-438)**
- DD. Permit Process - Mayor Charles W. Burkett (Pages 439-450)**
- EE. High Water Bill – Mayor Charles Burkett (Pages 451-452)**
- FF. Zoning Code Timetable - Mayor Charles Burkett (Page 453)**

Staff Reports

- A. Permanent Digital Sign - Andrew Hyatt, Town Manager**
- B. Purchase of Land for Parks – Commissioner Nelly Velasquez**

10. Adjournment

Respectfully submitted,



Andrew Hyatt
Town Manager

THIS MEETING IS OPEN TO THE PUBLIC. IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT OF 1990, ALL PERSONS THAT ARE DISABLED; WHO NEED SPECIAL ACCOMMODATIONS TO PARTICIPATE IN THIS MEETING BECAUSE OF THAT DISABILITY SHOULD CONTACT THE OFFICE OF THE TOWN CLERK AT 305-861-4863 EXT. 226 NO LATER THAN FOUR DAYS PRIOR TO SUCH PROCEEDING.

IN ACCORDANCE WITH THE PROVISIONS OF SECTION 286.0105, FLORIDA STATUTES, ANYONE WISHING TO APPEAL ANY DECISION MADE BY THE TOWN OF SURFSIDE COMMISSION, WITH RESPECT TO ANY MATTER CONSIDERED AT THIS MEETING OR HEARING, WILL NEED A RECORD OF THE PROCEEDINGS AND FOR SUCH PURPOSE, MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE WHICH RECORD SHALL INCLUDE THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

AGENDA ITEMS MAY BE VIEWED AT THE OFFICE OF THE TOWN CLERK, TOWN OF SURFSIDE TOWN HALL, 9293 HARDING AVENUE. ANYONE WISHING TO OBTAIN A COPY OF ANY AGENDA ITEM SHOULD CONTACT THE TOWN CLERK AT 305-861-4863. A COMPLETE AGENDA PACKET IS ALSO AVAILABLE ON THE TOWN WEBSITE AT www.townofsurfsidefl.gov.

TWO OR MORE MEMBERS OF OTHER TOWN BOARDS MAY ATTEND THIS MEETING.

THESE MEETINGS MAY BE CONDUCTED BY MEANS OF OR IN CONJUNCTION WITH COMMUNICATIONS MEDIA TECHNOLOGY, SPECIFICALLY, A TELEPHONE CONFERENCE CALL. THE LOCATION 9293 HARDING AVENUE, SURFSIDE, FL 33154, WHICH IS OPEN TO THE PUBLIC, SHALL SERVE AS AN ACCESS POINT FOR SUCH COMMUNICATION.



Town of Surfside
Regular Town Commission Meeting
MINUTES
January 14, 2021
7 p.m.

1. Opening

A. Call to Order

Mayor Burkett called the meeting to order at 7:03 p.m.

B. Roll Call of Members

Town Clerk McCready called the roll with the following members present:

Present: Mayor Charles Burkett, Vice Mayor Tina Paul, Commissioner Nelly Velasquez, Commissioner Charles Kesl (arrived at 7:05 pm) and Commissioner Eliana Salzhauer.

Also present were Town Manager Andrew Hyatt and Town Attorney Lillian Arango.

C. Pledge of Allegiance

Mayor Burkett stated that he would like the Police Chief or his designee to give the pledge of allegiance.

Captain Marciante gave the pledge of allegiance.

D. Mayor and Commission Remarks – Mayor Charles W. Burkett

E. Agenda and Order of Business Additions, deletions and linkages

Commissioner Salzhauer stated that in light of what is taking place with the damage that social media can cause, it is important to move item 9B (Discussion and Action Regarding Newly Implemented “Town Blog”, Surfside Gazette and Social Media Guidelines) up on the agenda in order for it to be heard tonight. She stated that all comments made should be true and accurate.

Vice Mayor Paul wished everyone a Happy New Year and for everyone to be careful this week.

Commissioner Kesl agreed with Commissioner Salzhauer. He stated that it is an honor to serve with the rest of the Commission and for everyone to continue to be vigilant and support one another.

F. Community Notes – Mayor Charles W. Burkett

2. Quasi-Judicial Hearings

3. Consent Agenda (Set for approximately 7:30 p.m.)

A motion was made by Commissioner Kesl to approve the Consent Agenda, seconded by Commissioner Velasquez. The motion carried with a 5-0 vote.

A. Minutes – Sandra N. McCreedy, MMC, Town Clerk
- December 8, 2020 Regular Town Commission Meeting Minutes

Approved on consent.

***B. Town Manager's Report – Andrew Hyatt, Town Manager**

Approved on consent.

***C. Town Attorney's Report – Weiss Serota, Town Attorney**

Approved on consent.

Town Attorney Arango requested an Executive Session regarding Beach House, LLC vs. the Town of Surfside with the Commission pursuant to Section 286(8) and for the Town Manager to schedule this Executive Session within the next two (2) weeks.

Consensus was reached by the Commission for the Town Manager to schedule the Executive Session.

D. Committee Reports - Andrew Hyatt, Town Manager

- September 24, 2020 Planning and Zoning Board Meeting Minutes
- November 9, 2020 Tourist Board Meeting Minutes
- November 16, 2020 Parks and Recreation Committee Meeting Minutes
- November 19, 2020 Downtown Vision Advisory Committee Meeting Minutes
- December 1, 2020 Downtown Vision Advisory Committee Meeting Minutes

Approved on consent.

E. Installation of a New on-site 2000 Gallon Above-Ground Unleaded Fuel Storage Tank to Replace an Existing 2500 Gallon Under-ground Storage Tank at Town Hall Government Complex- Andrew Hyatt, Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING FLORIDA PUMP AND METER, LLC, FOR THE INSTALLATION OF AN ONSITE ABOVEGROUND FUEL STORAGE TANK AT THE TOWN HALL GOVERNMENT COMPLEX; FINDING THAT THE WORK IS EXEMPT FROM COMPETITIVE BIDDING PURSUANT TO SECTION 3-13(7)F OF THE TOWN CODE AS A PUBLIC WORKS OR UTILITIES PURCHASE FOR TOWN FACILITIES; AUTHORIZING THE TOWN MANAGER TO ENTER INTO AN AGREEMENT FOR SUCH WORK; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Approved on consent.

F. Youth Sports Program Coaches (Soccer and Tennis) – Andrew Hyatt, Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AGREEMENTS WITH ALVES SPORTS GROUP, LLC FOR THE TOWN'S YOUTH SOCCER PROGRAM AND WITH GM SPORTS TENNIS, LLC FOR THE TOWN'S YOUTH TENNIS PROGRAM; FINDING THAT THE SERVICES ARE EXEMPT FROM COMPETITIVE PROCUREMENT PURSUANT TO SECTION 3-13(2) OF THE TOWN CODE; AUTHORIZING EXPENDITURE OF FUNDS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Approved on consent.

G. HPF Associates, Inc. Authorization Expend Funds – Andrew Hyatt, Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH HPF ASSOCIATES, INC. FOR PROJECT MANAGEMENT SUPPORT SERVICES IN CONNECTION WITH THE UNDERGROUNDING OF UTILITIES; AUTHORIZING INCREASED EXPENDITURE OF FUNDS FOR THE SERVICES; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Approved on consent.

H. Procurement of four 2021 Police Vehicles, Marked Hybrid Ford Police SUV Interceptor Vehicles - Andrew Hyatt, Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AND AUTHORIZING THE PURCHASE OF FOUR (4) 2021 FORD UTILITY POLICE INTERCEPTOR HYBRID VEHICLES, TOGETHER WITH EMERGENCY LIGHTING EQUIPMENT, GRAPHICS AND RADIO EQUIPMENT FOR EACH POLICE VEHICLE; FINDING THAT THE PURCHASE OF THE POLICE VEHICLES AND EMERGENCY LIGHTING EQUIPMENT ARE EXEMPT FROM COMPETITIVE BIDDING PURSUANT TO SECTION 3-13(3) OF THE TOWN CODE; DECLARING CERTAIN POLICE VEHICLES AND EQUIPMENT AS SURPLUS PROPERTY, AND AUTHORIZING THE SALE OR DISPOSITION OF SURPLUS PROPERTY; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Approved on consent.

- I. Main Pool and Spa Diamond Brite Resurfacing - Andrew Hyatt, Town Manager**

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING DIAMOND BRITE POOL RESURFACING WORK FOR THE TOWN'S COMMUNITY CENTER MAIN POOL AND SPA FROM ALL FLORIDA DISTRIBUTORS, INC. D/B/A ALL FLORIDA POOLS & SPA CENTER; FINDING THAT THE WORK IS EXEMPT FROM COMPETITIVE BIDDING PURSUANT TO SECTION 3-13(7)F OF THE TOWN CODE AS A TOWN FACILITY MAINTENANCE WORK; AUTHORIZING THE TOWN MANAGER TO ENTER INTO A PURCHASE ORDER AND/OR OTHER AGREEMENT FOR SUCH WORK; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Approved on consent.

- J. FY 2021 Budget Amendment Resolution No. 4 – Andrew Hyatt, Town Manager**

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING BUDGET AMENDMENT NO. 4 FOR THE FISCAL YEAR 2020/2021 BUDGET; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Approved on consent.

4. Ordinances

(Set for approximately N/A p.m.) (Note: Good and Welfare must begin at 8:15)

A. Second Reading Ordinances

(Set for approximately 9:00 p.m.) (Note: Good and Welfare must begin at 8:15)

B. First Reading Ordinances

- 1. Ordinance to Allow Pet Grooming as Accessory Use to Pet Supplies-**
Andrew Hyatt, Town Manager

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING THE TOWN OF SURFSIDE CODE OF ORDINANCES BY AMENDING SECTION 90-41, "REGULATED USES", TO CHANGE THE LIST OF PERMITTED ACCESSORY USES TO ALLOW PET GROOMING AS ACCESSORY TO RETAIL PET SUPPLIES IN THE SD-B40 ZONING DISTRICT AND PROVIDING FOR RELATED REGULATIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Clerk McCready read the title into the record.

Commissioner Velasquez wanted to make sure that there are no animal sales of any kind. She asked if these items are supposed to come before the Planning and Zoning Board for their approval. She recommends that it go before the Planning and Zoning Board first before the Commission.

Mayor Burkett stated that once this is approved, it goes to the Planning and Zoning Board and then back to the Commission.

Vice Mayor Paul clarified to Commissioner Velasquez the process which is that it goes to Planning and Zoning for their approval before going before the Commission for a second reading. She stated that she supports this ordinance.

Commissioner Velasquez asked if this business is having a doggy day care.

Vice Mayor Paul stated that it is only a grooming business, and there is no sale of animals and that is part of the language in the ordinance.

Commissioner Velasquez asked for a suggested change to have a longer distance of 1,200 feet instead of 800 feet between businesses.

Vice Mayor Paul stated that she would have to defer to the Town Attorney to determine the distance between businesses.

Town Attorney Recio addressed the comments and suggestion made by Commissioner Velasquez and stated that the recommendation will do the same job with the permitted use.

Commissioner Kesl stated that he is in favor of this item and stated that any sanitary or health issues are separate.

Commissioner Velasquez stated that she saw one of these pet shops in Cocoa Beach and it was very nice.

The following individual from the public spoke on the item:
George Kousoulas

Commissioner Salzhauer asked if this change is allowable.

Town Attorney Recio stated that you are not selecting a business and it would be a 1,200-foot linear dimension across the street.

A motion was made by Vice Mayor Paul to approve the Ordinance on first reading as amended to increase the distance to 1,200 feet, seconded by Commissioner Salzhauer. The motion carried with a 5-0 vote.

5. Resolutions and Proclamations

(Set for approximately 9:45 p.m.) (Note: Depends upon length of Good and Welfare)

A. Design Services for the Reconstruction of 96th Street Park– Andrew Hyatt, Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AN AGREEMENT WITH SAVINO & MILLER DESIGN STUDIO, P.A. FOR DESIGN AND ARCHITECTURAL PROFESSIONAL SERVICES FOR RECONSTRUCTION OF 96TH STREET PARK; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION; AUTHORIZING THE EXPENDITURE OF FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Clerk McCready read the title into the record.

Mayor Burkett opened the floor to public comments.

Vice Mayor Paul stated that they have not received the results from the survey and believes this is premature.

Mayor Burkett asked if there was a provision to take the kayak launch out.

Vice Mayor Paul stated that it would be better to have the survey results before approving this item. She would rather see the results of the survey before determining which street ends to close.

Commissioner Salzhauer stated that they should strike through the whereas clause that addresses the \$40,000 and believes a lot of areas are not possible and the cost would be reduced. She agrees to wait for the survey results and narrow down the locations.

Commissioner Velasquez stated that she agrees with the comments made by Vice Mayor Paul and would take it out of the resolution and believes those locations are great and for everyone to give their suggestions.

Commissioner Kesl stated that he supports the item but his issue is the talk back and forth of what type of facility would be there.

Mayor Burkett stated that their promise was to get this park done and the kayak launch should be placed. He spoke regarding a public park in the neighborhood near the residential homes, and the need to see how the residents feel about the idea. He spoke regarding the park layout. He asked how many surveys they received back.

Town Clerk Sandra McCreedy stated that Rachel Pinzur would have that information.

Community Service & Public Communications Director Dauginikas responded to the Commission's question regarding the amount of survey responses received to date.

Mayor Burkett stated that he is more interested in the paper amount received.

Community Service & Public Communications Director Dauginikas stated that she has received approximately 30-40 physical survey responses back.

Commissioner Salzhauer commented on the programming space in the Parks Department and a two-story building was part of that project. She discussed the need for this type of project.

Vice Mayor Paul commented on the seawall project and the kayak launch survey to determine the location for the launch. She stated that they need to give back the FIND grant monies in order to not have to make this space available to the public.

Commissioner Velasquez agrees that the park needs to be private and would like to get input from the Town Attorney regarding the seawall being private.

Mayor Burkett stated that he likes the idea of giving back the grant funds received.

Town Attorney Arango addressed the comments regarding the FIND funds and clarified the requirements.

Commissioner Kesl commented on the feasibility and economic impact of the projects and would not rely on a 15-year perspective outlay. He stated that he would like to see more activities.

Mayor Burkett asked if Town Attorney Arango could address the possibility of paying back the FIND grant funds for the seawall at the park.

The following individuals spoke on the item:

Jeff Rose
Joshua Epstein
George Kousalous
Andrew Craven
David Lombardi
Mandyf Davoudpour
Sam Greenwald
Kelly Hitzing

Commissioner Salzhauer addressed the comments made by the public speakers and the designers of the park.

Commissioner Kesl addressed the comments made by the public speakers and stated that he would like to see the Town have more open spaces.

Vice Mayor Paul commented on the kayak survey which will determine where the residents want the kayak launch placed and believes they need their input to determine where it should be placed. She provided some revisions to the resolution.

Commissioner Velasquez stated that she agrees with the residents and likes the idea of purchasing the lot on 88th Street. She stated that this Commission set apart the funding for the 96th Street Park.

Mayor Burkett asked Town Attorney Arango and Town Manager Hyatt what the general obligations are with this contract in providing the conceptional design for the park.

Town Attorney Arango stated that Assistant Town Manager Greene would be best to answer this and commented on the conceptional review and design.

Assistant Town Manager Greene addressed the comments and questions asked and stated that all parties will have an opportunity to provide their presentation and address any questions.

Further discussion took place regarding the process and procedure of the review and design aspect of the project.

Commissioner Salzhauer would like to remove the \$40,000 for the kayak launch and is comfortable moving forward with this item. She agrees in obtaining the purchase of the land on 88th Street and place it on a future agenda.

Commissioner Velasquez asked Town Manager Hyatt to work on obtaining that piece of land. She stated that she wants to make sure that the Commission has input on what takes place with the park.

Vice Mayor Paul spoke regarding the five (5) year capital plan.

Town Attorney Arango asked for clarification of the amendments to the resolution.

Commissioner Kesl spoke regarding the charette and the master plan which involves walkability and that will guide them in what needs to be done.

A motion was made by Commissioner Kesl to approve the Resolution as amended, seconded by Commissioner Velasquez. The motion carried with a 5-0 vote.

B. Street Closure Bay Drive at 96th Street – Charles Burkett, Mayor

A RESOLUTION OF THE MAYOR AND THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, IN SUPPORT OF CLOSING BAY DRIVE AT 96TH STREET AND/OR OTHER TRAFFIC MITIGATION MEASURES; DIRECTING THE TOWN ADMINISTRATION TO COMMENCE THE PROCESS OF CLOSING BAY DRIVE AT 96TH STREET AND/OR OTHER TRAFFIC MITIGATION MEASURES, INCLUDING APPLICATION TO AND WORKING WITH MIAMI-DADE COUNTY FOR SUCH CLOSURE AND/OR TRAFFIC MITIGATION MEASURES; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR TRANSMITTAL TO MIAMI-DADE COUNTY; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Clerk McCready read the title into the record.

Commissioner Salzhauer stated that she would recuse herself from this item.

Commissioner Kesl spoke regarding traffic studies and the closure of the streets.

Commissioner Velasquez spoke regarding the closure of Byron Avenue and believes it would be a good thing for the town.

Mayor Burkett commented on the issues on Byron Avenue and the speeding that takes place. He stated that he is not comfortable in analyzing this for another six months and if a traffic study is needed, they should have a traffic study done.

The following individuals from the public spoke on the item:

Joshua Epstein
Andrew Craven
George Kousoulas
Moshi Banin
Jeff Rose
Steve Schott
Ashley Diener
Peter Hickey
Sharon Hakmon
Jordan Waktal
Suzanne Falcon
Carolyn Baumel
Shimsho Meloul
Mayor Herz
Sam Greenwald

Mayor Burkett addressed the comments made by the public speakers and the closure of Bay Drive.

Town Attorney Arango stated that the proper course is to amend the December 8, 2020 Resolution to add Bay Drive.

Commissioner Kesl commented on the item, the closure of Byron Avenue and the enforcement of the illegal U-turn.

Vice Mayor Paul spoke regarding the specifics of the item and the closure of the streets and asked to see if there is a program available to only allow residents to pass through those streets.

Town Attorney Arango clarified that Commissioner Velasquez recused herself for the support of the Byron Avenue closure and this amendment only pertains to Bay Drive and she is not voting on Byron Avenue.

A motion was made by Vice Mayor Paul to amend the Resolution from December 8, 2020 to include Bay Drive, seconded by Commissioner

Velasquez. The motion carried with a 3-1 vote with Commissioner Kesl voting in opposition and Commissioner Salzhauer recusing herself.

C. Revised Zoning Code - Charles Burkett, Mayor

A RESOLUTION OF THE MAYOR AND TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AUTHORIZING AND DIRECTING THE TOWN MANAGER TO WORK WITH THE TOWN CLERK, ADMINISTRATION, TOWN MAYOR AND COMMISSION, AND PLANNING AND ZONING BOARD, TO COORDINATE AND SCHEDULE A PROCESS AND TIMELINE FOR REVIEW AND CONSIDERATION OF A PROPOSED NEW ZONING CODE; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Clerk McCready read the title into the record.

Mayor Burkett presented the item and gave a brief history.

A motion was made by Vice Mayor Paul to reject the resolution. She stated that the resolution has language that concerns her and welcomes meetings and workshop to address this issue.

Commissioner Salzhauer stated that she agrees with Vice Mayor Paul and believes it needs to go through the correct channels. She had mentioned closing loopholes not rewriting the entire code.

Commissioner Kesl stated that he believes that timing is important to get a code that is clear and the Commission decided to have a more restrictive code.

Commissioner Velasquez spoke regarding the zoning code and does not like certain portions of the code and believes there should be workshops for the residents to participate.

Mayor Burkett addressed the comments made by the Commission and the comments made about rushing this resolution.

Vice Mayor Paul addressed the comments made by Mayor Burkett.

Commissioner Salzhauer addressed the comments made by Mayor Burkett and the rules of zoning in progress.

Commissioner Kesl suggested that the Town Manager look at the issues that are based on the timeline in the past.

Mayor Burkett responded to the comments made by the Commission.

Vice Mayor Paul stated that she is fine with having workshops but will not agree

to approve this resolution.

Further discussion took place among the Commission regarding the changes to the zoning code, workshops and concerns with the zoning rewrite.

The following individuals from the public spoke on the item:

Matthew Barnes
Neisen Kasdin
Kristopher Machado
Joshua Epstein
Becky Manuel
Jeff Rose
George Kousoulas
Lea Rose
Horace Henderson
Ruth Meloul

Mayor Burkett closed public comment.

Mayor Burkett clarified details of this item and the pertinent dates and addressed comments made by the public speakers.

Commissioner Salzhauer addressed comments made by the public speakers and the changes to the zoning code.

Vice Mayor Paul responded to the public speakers' comments, the history of the zoning code and when it was on the commission agenda. She spoke regarding the voting of the redo of the zoning code.

Commissioner Kesl spoke regarding the process and it being messy.

A motion was made by Commissioner Kesl to not approve the Resolution and direct the Town Manager to look at what has been done in the past. The motion died for lack of a second.

Commissioner Velasquez asked for clarification of the zoning in progress and is not sure what they are doing with this item and was under the impression that they were having workshops to educate the residents on the changes.

Mayor Burkett responded to the comments made by Commissioner Velasquez.

Commissioner Velasquez asked if there is a change with the zoning in progress.

Town Attorney Recio addressed the comments made by Commissioner Velasquez and explained the zoning in progress.

A motion was made by Commissioner Salzhauer to extend the meeting for an hour. The motion died for lack of a second.

A motion was made by Vice Mayor Paul to extend the meeting for 20 minutes, seconded by Commissioner Salzhauer. The motion failed with a 2-3 vote with Commissioner Velasquez, Mayor Burkett and Commissioner Kesl voting in opposition.

Commissioner Velasquez left the meeting at 11:18 p.m.

A motion was made by Vice Mayor Paul to extend the meeting retroactively until 11:20 pm, seconded by Commissioner Salzhauer. The motion carried with a 4-0 vote with Commissioner Velasquez absent.

A motion was made by Vice Mayor Paul to reject the resolution, seconded by Commissioner Salzhauer, the motion carried with a 3-1 with Commissioner Velasquez absent and Mayor Burkett voting in opposition.

6. Good and Welfare/ Public Comments from Residents (Set for approximately 8:15 p.m.)

Public comments for subjects or items not on the agenda. Public comment on agenda items will be allowed when agenda item is discussed by the Commission.

The following individuals from the public spoke:

Joshua Epstein spoke regarding the food giveaway for the residents and stated that it was a great event, and non-enforcement of the mask mandate.

Jeff Rose thanked Public Works for their amazing work done with the walkability path.

Andrew Craven reiterated the issue with the closure of Byron Avenue and the affect it will have with Bay Drive.

George Kousoulas spoke regarding the charrette that Commissioner Kesl mentioned.

Moshi Banin spoke regarding having a plan in place.

Steve Schott spoke regarding the closure of the roads and is in support of that item.

Susan Falcon spoke regarding the closure of Bay Drive and would appreciate some discussion to review the larger picture and how it will affect the Town as a whole.

Commissioner Salzhauer addressed the comments made by the public speakers and stated that the issue she has with the meetings is that the items are coming out of nowhere and the public needs to know in advance.

Commissioner Kesl addressed comments made by the public speakers on the different issues and concerns mentioned.

Vice Mayor Paul thanked all the speakers for their comments and addressed the

mask enforcement and would like to hand out masks and possibly the hotels should make their guests aware of our mask mandate. She spoke regarding the traffic issues in Town. She spoke regarding the sidewalks in Town and having some of them fixed and the traffic issues due to the congestion in Town.

Commissioner Velasquez thanked all the residents for their comments and spoke regarding the visions for our Town. She spoke regarding the closing of streets and moving forward with our agenda items.

Mayor Burkett addressed comments made by the public speakers and spoke about the traffic issues in Town.

7. Town Manager and Town Attorney Reports

Town Manager and Town Attorney Reports have been moved to the Consent Agenda – Item 3.

8. Unfinished Business and New Business

9. Mayor, Commission and Staff Communications

A. COVID-19 Task Force Update – Commissioner Charles Kesl

Commissioner Kesl gave an update on the COVID-19 Task Force.

Town Manager Hyatt commented on the COVID-19 update.

B. Discussion and Action Regarding Newly Implemented “Town Blog”, Surfside Gazette and Social Media Guidelines – Commissioner Eliana Salzhauer

Deferred to the next meeting.

C. Amending Town Code Section 2-205 Conduct of Meetings; Agenda – Mayor Charles W. Burkett

Deferred to the next meeting.

D. Topper Selection for 4 x 4 Posts on Hardpack and Walking Path - Andrew Hyatt, Town Manager

Deferred to the next meeting.

E. Building Department Document Scanning- Andrew Hyatt, Town Manager

Deferred to the next meeting.

F. Demolition by Neglect - Mayor Charles W. Burkett

Deferred to the next meeting.

G. Excessive Homeless Contribution made by the Former Commission - Mayor Charles W. Burkett

Deferred to the next meeting.

H. Free (hassle-free) downtown parking for residents - Mayor Charles W. Burkett

Deferred to the next meeting.

I. Short-Term Rentals – Mayor Charles W. Burkett

Deferred to the next meeting.

J. Quality Control & Quality Assurance – Commissioner Charles Kesl

Deferred to the next meeting.

K. Increase Lighting Plan – Staff Report – Andrew Hyatt, Town Manager

Deferred to the next meeting.

L. Lowering of Property Taxes and Water Bills – Staff Report – Andrew Hyatt, Town Manager

Deferred to the next meeting.

M. FPL Solar Together - Vice Mayor Tina Paul

Deferred to the next meeting.

N. Climate Environmental Collective Revised - Vice Mayor Tina Paul

Deferred to the next meeting.

O. Interest Free Loans to Surfside Builders Granted by Former Mayor and Commission – Mayor Charles W. Burkett

Deferred to the next meeting.

P. Amending Town Code Section 2-237 Business Relationships – Commissioner Eliana Salzhauer

Deferred to the next meeting.

Q. Beachwalk Trimming- Staff Report – Andrew Hyatt, Town Manager

Deferred to the next meeting.

R. Community Center Pool Deck Lighting - Staff Report – Andrew Hyatt, Town Manager

Deferred to the next meeting.

S. Community Center Second Floor – Staff Report - Andrew Hyatt, Town Manager

Deferred to the next meeting.

T. Designated (Painted) Walking Areas in the Residential District- Staff Report – Andrew Hyatt, Town Manager

Deferred to the next meeting.

U. Alternative Kayak Launches in Addition to the 96th Street Park – Mayor Charles W. Burkett

Deferred to the next meeting.

V. Comparison of 2006 Code to 2020 Code – Staff Report – Andrew Hyatt, Town Manager

Deferred to the next meeting.

W. Stormwater Masterplan - Staff Report – Andrew Hyatt, Town Manager

Deferred to the next meeting.

X. Amend Tourist Board Ordinance – Commissioner Nelly Velasquez

Deferred to the next meeting.

Y. Legally Defective Charter Amendment Vote in 2012 – Mayor Charles W. Burkett

Deferred to the next meeting.

Z. Traffic Control Devices on 88th & Hawthorne Avenue – Commissioner Eliana Salzhauer

Deferred to the next meeting.

AA. Cone of Silence/Secrecy – Mayor Charles Burkett

Deferred to the next meeting.

BB. License Plate Readers – Mayor Charles W. Burkett

Deferred to the next meeting.

CC. Cancel Culture in Surfside - Mayor Charles W. Burkett

Deferred to the next meeting.

DD. Permit Process - Mayor Charles W. Burkett

Deferred to the next meeting.

EE. High Water Bill – Mayor Charles Burkett

Deferred to the next meeting.

Staff Reports

A. Permanent Digital Sign - Andrew Hyatt, Town Manager

B. Purchase of Land for Parks – Commissioner Nelly Velasquez

10. Adjournment

A motion was made by Commissioner Kesl to adjourn the meeting without objection at 11:21 p.m., seconded by Vice Mayor Paul. The motion carried with a 4-0 vote and Commissioner Velasquez absent.

Accepted this _____ day of _____, 2021.

Charles W. Burkett, Mayor

Attest:

Sandra N. McCready, MMC
Town Clerk



TOWN MANAGER'S REPORT FEBRUARY 9, 2021

COMMUNITY PROGRAMS / INITIATIVES / ENHANCEMENTS

- I. SEE CLICK FIX REPORT – *Attachment "A"*
- II. SOCIAL MEDIA (NEXTDOOR) REPORT – *Attachment "B"*
- III. DEVELOPMENT APPLICATION PROCESS (2009 – PRESENT)

There have been no updates to the Development Application Process Chart since January 4th, 2021.

IV. TOWN DEPARTMENTS

Code Compliance Division

A. Code Violation Cases: As of January, 26, 2021, the total number of active, open cases being managed is 181. Of these cases, 75 cases are still under investigation and are working towards compliance; 16 cases are on-hold; 20 cases are in the Special Master hearing queue; 1 case is in the post-hearing status; 33 code cases have been issued liens and remain unpaid; 36 code cases have service liens and remain unpaid. Properties with unpaid liens are sent reminder letters on a semi-annual basis.

B. Collected Civil Penalty Fines: Unresolved code compliance cases accrue fines until the code violation is resolved. After the violation is corrected, the property owners are notified to remit the fine amount due. In many cases, the fine amount is either paid, resolved via a settlement agreement, or referred to the Town's Special Master for a hearing and potential reduction on the fine amount due.

The following is a summary by fiscal year of the fine amounts collected by the Town:

- FY 20/21: As of January 26, 2021, 26 cases have paid/settle for a total collection of \$ 11,714.00

- FY19/20: As of September 25, 2020, 109 cases have paid/settled for a total collection of \$96,240
- FY 18/19: 143 cases paid/settled for a total collection of \$35,654

C. The Code Compliance Division has assisted the Finance Department by conducting 49 Code lien searches as of January 26, 2021.

D. The Code Compliance staff has regularly distributed face masks throughout downtown to pedestrians and Covid-19 educational flyers to all Eastside Condominiums.

Finance Department

Monthly Budget to Actual Summary as of December 31, 2020 – *Attachment "C"*

Police Department

A. Police Department Statistics (January 1 – January 24, 2021)

- Traffic Citations – 519
- Parking Citations – 515
- Arrests – 7
- Dispatch Events – 1,169
- Incident/Crime Reports - 53

B. Coronavirus (COVID-19) Update

The Surfside Police Department has maintained situational awareness of the COVID-19 Pandemic Incident in coordination with Local, State, and Federal partner Agencies and through continued contact and information sharing with the Miami-Dade County Office of Emergency Operations-Emergency Operations Center. Our Department strives to maintain operational readiness, public preparedness, safeguarding the community, and enforcement of laws-ordinances-governmental orders.

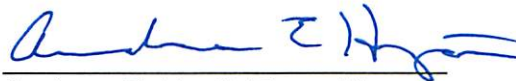
C. Coronavirus (COVID-19) Related Actions:

- Communications with Miami-Dade Emergency Operations Center
- Surfside Police Department personnel along with Code Enforcement personnel are conducting mask details in the Business District issuing warnings and enforcing compliance for mask violations

D. Police Events/Community Outreach

- o The Mobile DMV will be rescheduled as soon as possible.
- o The Surfside Police Department will host two community bloods drives on February 14th and February 24th, 2021 from 11:00 a.m. – 4:30 p.m. in the Town Hall municipal parking lot.

Respectfully submitted by:



Andrew E. Hyatt, Town Manager

SeeClickFix Report

Requests filtered by request category that have been created 01/01/2021 - 01/31/2021

Request Category	Created in period	Closed in period	Average days to close
Beach Issue	2	0	
Code Compliance (Safety Concern)	2	2	1
Code Compliance (Violation)	1	1	1
Other	7	3	2.9
Street lights (PW)	3	0	

Requests filtered by request category that have been created 01/01/2004 - 01/31/2021

Request Category	Created in period	Closed in period	Average days to close
96 Street Park (P & R)	11	11	2
Beach Issue	229	211	13
Code Compliance (Safety Concern)	105	103	19.6
Code Compliance (Violation)	177	174	17.7
Community Center (P & R)	11	9	8.1
Dog Stations (P & R)	15	15	3.1
Drainage/Flooding (PW)	42	34	17
Graffiti (PW)	5	3	17.5
Hawthorne Tot-Lot (P & R)	7	7	22.5
Other	285	273	15.3
Police (Safety Concern)	90	89	5.7
Pothole (PW)	6	6	18.4
Solid Waste (Commercial) (PW)	8	7	4.8
Solid Waste (Residential) (PW)	27	27	14.1
Street lights (PW)	71	60	83.2
Surfside Dog Park (P & R)	9	9	0.2
Utilities (Water/Sewer) (PW)	47	35	24.2
Barking Dog	12	12	13.2
Beach Patrol	5	5	2.1
Parking Issue	103	103	2.1
Construction Issues	46	40	10.1
Dead Animal	5	5	8.7



MEMORANDUM

To: Andrew Hyatt, Town Manager
From: Rachel Pinzur, Public Information Representative
Date: January 29, 2021
Subject: January Social Media (Nextdoor) Report

As part of the Town's communication strategy, the Public Information Representative (PIR) uses Nextdoor to provide residents with helpful information especially amid the coronavirus crisis and to further address matters that are important to residents. Nextdoor is only one of several communication channels used to reach residents including the Town's at-risk seniors and most vulnerable communities.

In January, the PIR continued to publish posts pertaining to the COVID-19 pandemic. Additionally, the PIR notified residents about the Town's kayak and DVAC surveys, parks and recreation programs, a blood drive, Town Commission meeting, anti-litter campaign art contest, MLK Day activities and traffic alerts.

It is important to reiterate the Nextdoor platform is not a replica of the Town's website and Gazette and should not be viewed as such. To that end, information presented on Nextdoor often refers back to the Town's primary communication tools. The Town encourages residents to find information on the Town's website (www.townofsurfsidefl.gov) and/or by contacting the Town directly.

TOWN OF SURFSIDE, FLORIDA
MONTHLY BUDGET TO ACTUAL SUMMARY
FISCAL YEAR 2020/2021
As of DECEMBER 31, 2020
25% OF YEAR EXPIRED (BENCHMARK)

Agenda Item #

Page

1 of 3

February 9, 2021

GOVERNMENTAL FUNDS	ACTUAL	ANNUAL BUDGET	% BUDGET
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GENERAL FUND - 001

REVENUE	\$ 9,856,196	\$16,595,129	59%
EXPENDITURES	4,270,532	\$16,595,129	26%
Net Change in Fund Balance	5,585,664		
Fund Balance-September 30, 2020 (Unaudited)	18,286,748 ^A		
Fund Balance-December 31, 2020 (Reserves)	<u>\$ 23,872,412</u>		

TOURIST RESORT FUND - 102

REVENUE	\$ 484,417	\$2,939,353	16%
EXPENDITURES	832,553	\$2,939,353	28%
Net Change in Fund Balance	(348,136)		
Fund Balance-September 30, 2020 (Unaudited)	2,109,658		
Fund Balance-December 31, 2020 (Reserves)	<u>\$ 1,761,522</u>		

POLICE FORFEITURE FUND - 105

REVENUE	\$ 9,963	\$2,000	498%
EXPENDITURES	564	\$2,000	28%
Net Change in Fund Balance	9,399		
Fund Balance-September 30, 2020 (Unaudited)	168,289		
Fund Balance-December 31, 2020 (Reserves)	<u>\$ 177,688</u>		

TRANSPORTATION SURTAX FUND - 107

REVENUE	\$ 23,386	\$235,706	10%
EXPENDITURES	19,695	\$235,706	8%
Net Change in Fund Balance	3,691		
Fund Balance-September 30, 2020 (Unaudited)	442,856		
Fund Balance-December 31, 2020 (Reserves)	<u>\$ 446,547</u>		

BUILDING FUND - 150

REVENUE	\$ 173,332	\$1,068,035	16%
EXPENDITURES	252,379	\$1,068,035	24%
Net Change in Fund Balance	(79,047)		
Fund Balance-September 30, 2020 (Unaudited)	1,991,388		
Fund Balance-December 31, 2020 (Reserves)	<u>\$ 1,912,341</u>		

CAPITAL PROJECTS FUND - 301

REVENUE	\$ 1,580	\$2,980,448	0%
EXPENDITURES	22,200	\$2,980,448	1%
Net Change in Fund Balance	(20,620)		
Fund Balance-September 30, 2020 (Unaudited)	4,899,128		
Fund Balance-December 31, 2020 (Reserves)	<u>\$ 4,878,508</u>		

NOTES:

1) Many revenues for December 2020 are received in subsequent months (timing difference) and are recorded on a cash basis in the month received.


2) Expenditures include payments and encumbrances. An encumbrance is a reservation of a budget appropriation to ensure that there is sufficient funding available to pay for a specific obligation.

A. Includes \$2,000,000 available for hurricane/emergencies. The unaudited balance of \$16,286,748 is unassigned fund balance (reserves).

PROPRIETARY FUNDS	ACTUAL	ANNUAL BUDGET	% BUDGET
WATER & SEWER FUND - 401			
REVENUE	\$ 1,028,571	\$4,416,436	23%
EXPENDITURES	641,744	\$4,416,436	15%
Change in Net Position	386,827		
Unrestricted Net Position-September 30, 2020 (Unaudited)	(2,376,269)		
Unrestricted Net Position-December 31, 2020 (Reserves)	\$ (1,989,442)		
MUNICIPAL PARKING FUND - 402			
REVENUE	\$ 296,786	\$1,288,140	23%
EXPENDITURES	354,264	\$1,288,140	28%
Change in Net Position	(57,478)		
Unrestricted Net Position-September 30, 2020 (Unaudited)	1,293,993		
Unrestricted Net Position-December 31, 2020 (Reserves)	\$ 1,236,515		
SOLID WASTE FUND - 403			
REVENUE	\$ 424,866	\$1,917,932	22%
EXPENDITURES	627,902	\$1,917,932	33%
Change in Net Position	(203,036)		
Unrestricted Net Position-September 30, 2020 (Unaudited)	219,615		
Unrestricted Net Position-December 31, 2020 (Reserves)	\$ 16,579		
STORMWATER FUND - 404			
REVENUE	\$ 229,600	\$840,000	27%
EXPENDITURES	254,607	\$840,000	30%
Change in Net Position	(25,007)		
Unrestricted Net Position-September 30, 2020 (Unaudited)	3,205,050		
Unrestricted Net Position-December 30, 2021 (Reserves)	\$ 3,180,043		
FLEET MANAGEMENT FUND - 501			
REVENUE	\$ 214,953	\$863,307	25%
EXPENDITURES	100,318	\$863,307	12%
Change in Net Position	114,635		
Unrestricted Net Position-September 30, 2020 (Unaudited)	825,468		
Unrestricted Net Position-December 31, 2020 (Reserves)	\$ 940,103		



Jason D. Greene, Assistant Town Manager/CFO



Andrew Hyatt, Town Manager

Town of Surfside
Net Funds Historical Balances
Period 2017 - December 2020

FUND	9/30/2017	9/30/2018	9/30/2019	9/30/2020	12/31/2020	CAGR ^(a)
General	\$ 8,460,802	\$ 10,902,050	\$ 14,984,105	\$ 18,286,748	\$ 23,872,412	29.3%
Tourist Resort	469,880	356,313	1,640,525	2,109,658	1,761,522	65.0%
Police Forfeiture	164,933	159,527	105,725	168,289	177,688	0.7%
Transportation Surtax	388,363	263,292	328,377	442,856	446,547	4.5%
Building	1,742,910	2,760,673	2,563,517	1,991,388	1,912,341	-11.9%
Capital Projects	576,122	2,158,902	3,048,582	4,899,128	4,878,508	104.1%
Water & Sewer	(3,048,579)	(2,546,398)	(2,367,098)	(2,376,269)	(1,989,442)	-8.0%
Municipal Parking	811,013	943,315	1,198,948	1,293,993	1,236,515	16.9%
Solid Waste	429,743	601,201	641,636	219,615	16,579	-20.1%
Stormwater	3,264,379	3,203,878	3,200,132	3,205,050	3,180,043	-0.6%
Fleet Management	-	-	585,363	825,468	940,103	N/A
Total	\$ 13,259,566	\$ 18,802,753	\$ 25,929,812	\$ 31,065,924	\$ 36,432,816	28.7%

(a) - CAGR stands for Compound Average Growth Rate, and is a useful measure of growth over multiple time periods. It represents the growth rate of a Fund Balance from the initial time value to the ending balance if you assume that the fund has been compounding over a time period.



TOWN OF SURFSIDE
Office of the Town Attorney
 MUNICIPAL BUILDING
 9293 HARDING AVENUE
 SURFSIDE, FLORIDA 33154-3009
 Telephone (305) 993-1065

TO: Mayor and Town Commission

FROM: Lillian M. Arango, Town Attorney
Weiss Serota Helfman Cole & Bierman, P.L.

CC: Andrew Hyatt, Town Manager
Jason Greene, Assistant Town Manager

DATE: February 2, 2021

SUBJECT: Office of the Town Attorney Report for February 9, 2021 Regular Commission Meeting

This Firm attended/prepared and/or rendered advice for the following Public Meetings and Commission meetings during the past month:

January 4, 2021 – Virtual Tourist Board Meeting

January 14, 2021 – Virtual Regular Town Commission Meeting

January 19, 2021 – Virtual Budget Advisory Committee Meeting

January 21, 2021 – Virtual Special Planning & Zoning Board Meeting

January 22, 2021 – Virtual Executive Session

January 28, 2021 – Virtual Planning and Zoning Board Meeting

Members of the firm assisted with the agendas and drafted the resolutions and ordinances for these meetings in addition to drafting or assisting with the preparation of a number of the communications and reviewing, revising and, as appropriate, negotiating the legal requirements of the relative agreements and supporting documents. Members of the Firm were instrumental in contacting Governor DeSantis early in the COVID-19 pandemic to seek approval by Emergency Order 20-69 for virtual commission meetings to ensure that the Town Commission could continue meeting and conducting essential Town business and implementing policy. The Firm assisted with the preparation and adoption of rules governing virtual meeting or communications media technology for public meetings during the COVID-19 health emergency, as required by Governor DeSantis' Executive Order 20-69, "Emergency Management - COVID-19 Local Government Public Meetings." The Firm has also assisted the Town with the preparation of numerous emergency measures or orders due to the COVID-19 health pandemic, and continues to assist the Town with COVID-19 related issues and documents. Most recently, the Firm prepared an Emergency Order to permit continuation of virtual public meetings for the Town Commission, boards and committees.

With the appointment of new Boards and Committee members, members of the Firm provided various orientation sessions to members regarding Sunshine Law, Public Records Law, Ethics and Board/Committee procedures. The Firm recently organized and hosted a Social Media and Government Communications: Legal and Ethical Considerations webinar with the Miami-Dade County Commission on Ethics and continues to support the Town Commission, Committees and staff with all ethical considerations and training.

Commission Support:

Attorneys of the firm have worked with members of the Town Commission to transition and address concerns and research specific issues and are always available, either in the office or by phone or email. The COVID-19 health pandemic has created additional challenges, and inhibited our ability to personally meet with members of the Town Commission. We appreciate your support as we continue our third year of service and work in implementing new policy directives.

Staff Support:

Members of the Firm continue to provide support to Town administration and staff during the COVID-19 health pandemic, and continue to address a variety of issues and assistance with the Town's response to the crisis. The Firm continues to provide information and orders issued by the State, the County and other municipalities in response to COVID-19.

As typical, members of the Firm continue to assist the Town administration and staff (including the new Town Manager), as well assist boards and committees, with application review, contract and agreement review, preparation of ordinances as directed by the Commission, procurement and purchasing, budgetary requirements and approval process, various solicitations for Town services and providers (RFQs and RFPs) and agreements, Police agreements and matters, IT related agreements, Code enforcement and interpretation, attendance at Special Master Hearings, beach furniture operator permits and administration, ethics issues and requirements, police related issues and matters, vehicle purchases for Town Departments, building permit and enforcement issues, subpoenas and public records requests, research, litigation representation and support, oversight and case management, Town Code interpretation and application, labor, employee and pension matters, assistance with and response to Union Representation Certification Petition filed by AFSCME Florida Council 79 for Town civilian employees, and various procurements and service provider contracts for Town Departments, including CCNA engineering services.

Key Issues:

The workload has been diverse and has included specific issue support to every department. Key issues over the past year have included:

- Emergency Declaration and Emergency Measures and Orders related to the COVID-19 health pandemic.
- Contract Review Related to COVID-19 health pandemic.
- Repeal of Ch. 90 Zoning Code and Map and Adoption of New Zoning Code (2006 Code with modifications).
- Resolution Combatting Hate Due to COVID-19 Health Pandemic

- Resolutions Approving Interlocal Agreements with Miami-Dade County for Access to Exempt Information and Enforcement of Miami-Dade County Code
- Resolution for the Purchase of Police Body-Worn Cameras and Preparation of Agreement
- Resolution Regarding Nurse Initiative Ruth K. Broad
- Beach Furniture Ordinance and Regulations
- Rate Resolutions Solid Waste Assessment
- RFQs for Abbott Avenue Drainage, Planning Services and Engineering Services
- Resolutions Calling Special Election and Referendum for Undergrounding of Utilities, Restricting Sale, Lease or Exchange of Town Land, and Indebtedness Restrictions
- Resolution Approving Waste Connections for Recycling Services
- Resolution Approving Interlocal Agreement with Miami-Dade County CARES Act
- Resolution Approving Miami-DADE County Local Mitigation Strategy 2020 (LMS)
- Resolution Approving a MOU with the Florida State Lodge Fraternal Order of Police to Provide 1% Hazard Pay to First Responders Due to COVID-19
- Resolution Authorizing Negotiations with Highest Ranked Firm Pursuant to RFQ Seeking General Planning Services
- Resolution Authorizing Negotiations with the Highest-Ranked Qualified Firm Pursuant to RFQ 2020-04 Seeking Engineering Services for Abbott Avenue Drainage Improvements.
- Resolution Approving Purchase and Installation of Lighting Regarding Holiday and Downtown District
- Resolution Approving MOU with Bay Harbor Islands for School Address Verification Program
- Resolutions Approving Proposed and Final Millage Rates and Budget for FY 2020-2021
- Resolution Urging FAA Regarding Metroplex/NextGen Flight Paths
- Resolution Selecting and Awarding Contractors to provide General Landscape Maintenance Services, Additional On-Demand Services and Disaster Debris Recovery Serves, and corresponding agreements.
- Resolution Approving Agreement with Marlin Engineering, Inc. for General Planning Services.

- Resolution Adopting Program for Public Information (PPI) in connection with the National Flood Insurance Program
- Resolution Approving MOU with Florida Department of Highway Safety and Motor Vehicles Regarding Access to Biometric Facial Analysis System
- Resolution Approving FY 20-21 Police Forfeiture Fund Expenditures
- Assistance and Response to AFSCME Florida Council 79 Union Representation Certification Petition for Civilian Town Employees
- Resolution in Support of Closing Byron Avenue at 96 Street and/or Other Traffic Mitigation Measures
- Resolution Urging Bahamian Government to Ban Off Shore Oil Drilling
- Resolution Approving First Amendment to Agreement with PayByPhone Technologies for Mobile Payment Services for Town Parking Facilities
- Resolution Approving and Authorizing Expenditure of Funds to FPL for Binding Estimate on Undergrounding of Electric Distribution Facilities
- Resolution Certifying Election Results for November 3, 2020 Special Election on Three Referendum/Ballot Questions
- Resolutions Approving Budget Amendments No. 3 and No. 4
- Resolution Approving Interlocal Agreement with MDPD Regarding for 911 Answering Points
- Resolution Approving Police Mutual Aid Agreement with Bay Harbor Islands
- Resolution Approving Agreement with Savino Miller for Design of 96th Street Park, and corresponding Professional Services Agreement
- Resolution Approving Agreement with HPF Associates for Project Management Support Services for Undergrounding of FPL and Utilities Project, and corresponding Professional Services Agreement
- Resolution in Support of Closing Bay Drive at 96 Street and/or Other Traffic Mitigation Measures
- Resolution Approving Installation of Above Ground Fuel Storage Tank at Town Hall Facilities
- Resolution Approving Purchase of Four Police Vehicles and Equipment
- Resolution Approving Youth Tennis and Soccer Agreements

- Resolution Approving Diamond Brite Pool Resurfacing for Community Center Pool/Spa
 - First Amendment to License Agreement with Waverly Acai for Farmer's Market
 - Resolution Directing Manager to Coordinate and Schedule a Process for Proposed New Zoning Code
 - Ordinance Permitting Pet Grooming Services as Accessory to Pet Retail in the SD-B40 District
 - Resolutions Approving Eight (8) Continuing Services Agreements with Engineering Firms Pursuant to CCNA for Engineering Services
 - Resolution Approving an Agreement with Keith and Associates for Study and Design of Abbott Avenue Drainage Improvements
 - Resolution Approving Legislative Priorities 2021
 - Resolution Amending Resolution 2020-2746 in Support of Closing Byron Avenue and Bay Drive and/or Traffic Mitigation Measures
 - Resolution Approving Police Mutual Aid Agreement with North Bay Village
 - Agreement with Cintas Uniforms for PW Department
 - Agreements with Lexis-Nexis for Police Services
-

Litigation: New or supplemental information is provided for the following case:

Beach House Hotel, LLC vs. Town of Surfside, Case No. 2020-025405-CA-06 in the Circuit Court 11th Judicial Circuit, Miami-Dade County, Florida. On December 7, 2020, the Town was served with a Complaint for Declaratory Relief, Preliminary and Permanent Injunction in connection with the Town's Beach Furniture Ordinance. On December 23, 2020, the Town filed a Motion for Extension of Time to Respond to the Complaint for 30 days. An Executive Session pursuant to Section 286.011(8), F.S., was held with the Town Commission on January 22, 2021. The Town's Answer and Affirmative Defenses are due February 4, 2021.

Village of Indian Creek, Florida, Town of Surfside, Florida and Charles Burkett, Petitioners, v. Federal Aviation Administration and Stephen M. Dickson, in his official capacity as Administrator, Federal Aviation Administration, Respondents. On December 14, 2020, Town, together with the Village of Indian Creek, filed a Petition for Review of Agency Order appealing the FAA's Finding of No Significant Impact and Record of Decision in connection with the proposed South-Central Florida Metroplex. The Town has received a Notice of Telephone Assessment Conference from the FAA to occur on February 10, 2021 and prior to mediation. Mediation with the FAA will be forthcoming.

Information on other pending litigation matters has or will be provided individually to members of the Town Commission, as needed.

Special Matters: Continued monitoring of new case law and legislation from Federal, State and County, including implementation of adopted House and Senate Bills for the commencing 2021 Florida Legislative Session. Matters which we will continue to work on and anticipate in the upcoming months include, implementation of various policy directives from the Mayor and Town Commissioners, issues related to the COVID-19 health pandemic, including issuance and implementation of various emergency orders and measures, review of existing contracts for services related to the COVID-19 pandemic, implementation of beach furniture ordinance, short term rentals ordinance, review of revenue utility bonds and reduction of water/sewer rates, review and analysis of Resort Tax and Tourist Board legislation, procurement of professional services and contracts, appeal of FAA South-Central Florida Metroplex Finding of No Significant Impact and Record of Decision and upcoming mediation, review and policy implementation of revisions to Zoning Code, review and monitoring of all Development Orders and approvals, police matters and agreements, implementation of agreements resulting from RFQs for Engineering Services, Abbott Avenue Drainage project, landscaping services, shuttle and transportation services and debris monitoring and management services, implementation of approved Referendum and Charter amendments, including undergrounding of utilities, various procurements and service or provider agreements for Town improvements, facilities and programs, assistance with and response to AFSCME Florida Council 79 Union Representation Certification Petition to unionize Town civilian employees, defense of beach furniture ordinance litigation, application to Miami-Dade County for the closure and/or other traffic mitigation measures for Byron Avenue and Bay Drive, and assistance with kayak launch potential sites and acquisition.



Town of Surfside

BUDGET ADVISORY COMMITTEE MEETING MINUTES

September 9, 2020 – 3:00 p.m.

1. Call to Order/Roll Call

Chair Goldberg called the meeting to order at 3:00 p.m.

Present: Chair Sheryl Goldberg, Committee Member Andrew Craven, and Committee Member Diana Gonzalez.

Absent: Vice Chair Robert Cummings and Committee Member Lauren Bardos

Also present were Interim Town Manager Jason Greene

2. Agenda and Order of Business

3. Approval of Minutes: August 20, 2020 Budget Advisory Committee Meeting

A motion was made by Committee Member Craven to approve the August 20, 2020 Budget Committee Meeting Minutes, seconded by Committee Member Gonzalez. The motion carried with a 3-0 vote with Vice Chair Cummings and Committee Member Bardos absent.

4. Parks and Recreation – Vice Chair Robert Cummings

The item was deferred to the next meeting due to Vice Chair Cummings being absent from the meeting.

5. Code Compliance/Beach Patrol Part-Time Addition – Interim Town Manager Jason Greene

Interim Town Manager Greene gave an update on the item and stated that the changes from the July Budget Workshop will be presented at the First Budget Hearing. This item which is a part time code compliance position was requested to be added. He provided the Committee an overview of the history of the budget regarding this position. He provided the issues presented on the beach along with future code compliance issues that will be presented in the future and they were requested to bring back that part time position of code enforcement to be funded by the Tourist Fund.

Committee Member Craven asked if this part time code enforcement position is able to fine those that are in violation of the code including abandoning yards, trash cans, parking on their front yards, etc. and he would like to have someone out there to stop and fine those violators.

Interim Town Manager Greene addressed the question from Committee Member Craven and stated that yes, that individual will be able to perform those duties.

A motion was made by Committee Member Craven to proceed with the recommendation to the Town Commission for an additional code compliance beach chair position, seconded by Chair Goldberg. The motion carried with a 3-0 vote with Vice Chair Cummings and Committee Member Bardos absent.

6. Parking Department Revenues and Expenditures – Chair Sheryl Goldberg

Chair Goldberg introduced the item and asked Interim Town Manager Greene how many parking spaces the Town has and how many parking passes they hand out. She asked if the cost is \$85.00.

Code Compliance Supervisor Joseph stated they have 640 spaces and they issued 120 permits during COVID and 140 before COVID.

Interim Town Manager Greene stated the Abbott Lot is \$91 and the 96 Street is \$75.00.

Chair Goldberg commented on the revenues received during COVID and the average is \$4,000 a week and if they are averaging \$4,000 a week (\$192,000 a year) how do they come up with a revenue of \$1.2 million.

Interim Town Manager Greene stated it is a total revenue referring to the meters and not only citations. He stated that pertaining to the meters they received \$1.3 million in 2019 and there will be a decrease in 2021 to \$1.15 million in revenues for the Parking Department and could be found on page 98 of the proposed draft budget. He stated that as of July of this year, the Parking Department has brought in revenues of \$1 million and it will be more by the end of the fiscal year in September. He stated that the lots are being used and it has been slowly picking up and those are the same projections for next year.

Chair Goldberg just needed clarification on the funding and revenues. She asked if any adjustments have been done to the schedule.

Joseph stated that they have adjusted their schedule since curfew and no one is in Town after curfew and adjustments will be made according to County Orders.

Chair Goldberg asked regarding the landscaping cost.

Interim Town Manager Greene stated that those costs regarding landscaping will be addressed with the change in the contract.

7. Finance Department – Chair Sheryl Goldberg

Chair Goldberg introduced the item and stated that based on the budget from 2019 to current, the administrative cost has gone up 57%.

Interim Town Manager Greene stated it is because the Town did not have a Finance Director, it was part time contractor.

Chair Goldberg asked if the cost for the contractor is no longer on the budget and being paid.

Interim Town Manager Greene stated that cost is no longer existence. He addressed the work entailed with the Finance Department and additional work and responsibilities that the Finance Department is handling now. They added a position to take over the utility billings, payroll and other responsibilities including purchasing.

Chair Goldberg asked regarding the professional services for the IT Department.

Interim Town Manager Greene stated that it is not only IT staff but also the IT Penetration System and is related to the services of the IT Department.

8. Review of Budget Savings – Committee Member Diana Gonzalez

Committee Member Gonzalez introduced the item and stated that there was a recommendation of a 10% cut to the departments.

Interim Town Manager Greene stated that was the Mayor's request back in June and stated that there was a 10% cut.

Committee Member Gonzalez stated that the Town Commission requested a 10% cut and that what she currently has seen it has been only a 3% cut and if they are still looking at cutting the budget by 10%.

Interim Town Manager Greene stated that it was discussed from the general fund perspective and the general fund was around \$16 million last year and in the July workshop there was a \$1 million cut and the Commission did not request additional

cut. He stated that on Tuesday's First Budget Hearing there is an additional \$213,000 budget cut which is an additional 21% cut from originally what was proposed.

Chair Goldberg asked if the \$1 million cut was an actual cut or a transfer to another budget.

Interim Town Manager Greene stated there was an actual cut and only some IT operating expenses were moved to the Tourist Fund.

Chair Goldberg asked if they cut or transferred some of that \$1 million dollar we really haven't saved or cut any money.

Interim Town Manager Greene stated that the vast majority was direct cuts and gave clarification to the Committee on the amount that were actual cuts in the budget were 8.4%.

The Committee has requested to have the actual amounts of the cuts to be sent to them once the Town Commission has received them.

Interim Town Manager Greene stated that once the First Budget Hearing Agenda is sent to the Commission he will forward to the Committee.

Interim Town Manager Greene went through the actual cuts and the following are being made:

- Code Compliance Clerk position will be eliminated which will be a saving from the Parking and General Fund.
- Proposed Procurement Coordinator will go from a Full Time to a Part Time Position that will be a \$40,000 savings.
- Health Insurance Reduction – The Commission reconfirmed and approved the employee's insurance benefit. They budgeted an increase in the event it was increased but they were able to renegotiate a 0% increase and that was a savings. (\$90,000 savings by not having any increase)
- Town Manager to renegotiate communication – reduction from the Pinzur contract that savings which will be split with the Tourist Fund.

Interim Town Manager Greene spoke regarding the other line items in the budget that are being proposed.

Chair Goldberg asked if that includes the transportation bus requested.

Interim Town Manager Greene stated yes that they are getting an RFQ in conjunction with the other neighboring islands.

Interim Town Manager Greene stated that the shuttle is shut down due to COVID but it will be restarted in the near future.

Committee Member Gonzalez asked regarding the minibus she has seen passing by Harding and how they are working because she did not see it before. She asked if there is a way to assist the elderly in using the bus.

Interim Town Manager Greene stated that those buses are Miami Beach buses lent to Miami Dade County in order to extend their capacity in some of the bus lines.

9. Vehicle Allowance/Take Home Cars - Committee Member Diana Gonzalez

Committee Member Gonzalez introduced the item. She stated that came about in one of the meetings and was not aware of the employees taking vehicles home as part of their contract. She is bringing it up because it was mentioned again. She stated that some of the ones that are taking home vehicles have salaries of over \$100,000 a year. She stated how this benefit came about when they already have other benefits and high salaries. She stated she does not want to expose by name the residents and would like to make another intent of additional savings which could help with other budget items like the high-water bills. She stated that there are 16 employees taking home vehicles as an additional benefit.

Interim Town Manager Greene stated that all the police department officers have take home vehicles as per their union contract. He stated that the directors have allowances and only a few have a take home vehicle. He stated it is standard employment benefit package that governments do offer; it is \$350 a month. In other government agencies they offer \$650 a month as vehicle allowance. He said that the vehicle allowance can be cut if the Commission requests for it to be cut. He stated that \$3.4 million dollars are being added to the reserves and thankfully the Town is not in the position of having to cut the budget. The vehicle allowance attracts talent to an agency and makes one competitive. He stated that he would not be at the point to say that everyone in the departments that receive an allowance know they are putting away the amount they are putting away into the reserve. He also stated that there are positions like the public works director that comes into the office when there is an emergency. He also explained that if you add it to their salary it will be costly due it being pensionable.

Chair Goldberg asked regarding the Code position that is being cut and if that individual had a take home vehicle.

Interim Town Manager Greene stated that was a clerk position that did not have a take home vehicle.

Chair Goldberg stated that the Code Department will no longer have a director for that department since it is going to the Police Department.

Committee Member Gonzalez asked regarding the other take home vehicles that are not directors.

Interim Town Manager Greene stated that yes, that it was in lieu of raises and those assistant director positions are on call employees.

Committee Member Craven stated that it is a small community and the amount being saved and placed in the reserves has been a contributor to the employees and stated it makes sense to him that if that is what it takes to run the Town properly, he is in favor of it.

Interim Town Manager Greene invited them to the First Budget Hearing this upcoming Tuesday. He stated that he is looking forward to working with them in the next budget cycle.

Chair Goldberg asked where the changes would be that they could look at.

Interim Town Manager Greene stated that once the agenda packet for the First Budget Hearing is ready, he requested for the Town Clerk's Office to send it to the Committee Members as well.

Discussion took place among the Committee Members and Interim Town Manager Greene regarding the revenues collected and in which fund they are deposited in, including parking tickets and what percentage the Town receives from those tickets.

Interim Town Manager Greene stated that some time in February or March would be the next meeting to start the new budget cycle.

Chair Goldberg stated that she was under the impression they would continue as a committee even after the budget is ratified.

Interim Town Manager Greene stated that the staff has to follow the charter which is from March through September.


10. Public Comments - (3-minute time limit per speaker)

No public comments.

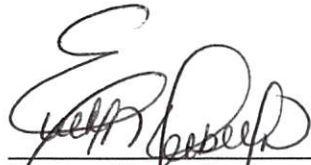
11. Adjournment

A motion was made by Committee member Craven to adjourn the meeting without objection at 4:13 p.m. The motion received a second from Committee Member Gonzalez. The motion carried with a 3-0 vote with Vice Chair Cummings and Committee Member Bardos absent.

Accepted this 19th day of January, 2021.


Sheryl Goldberg, Chair
Budget Advisory Committee

Attest:



Evelyn Herbello
Deputy Town Clerk



Town of Surfside

TOURIST BOARD MEETING MINUTES

December 7, 2020– 5:30 p.m.

Opening Items:

1. Call to Order/Roll Call

The meeting was called to order by Chair Herman at 5:34 p.m.

Present: Chair Lisa Herman
Vice Chair Eli Tourgeman
Board Member Ian Mavorah
Board Member Clara Diaz-Leal

Absent: Board Member Robert Lisman

Also present: Vice Mayor Tina Paul
Haydee Sera, Town Attorney
Andrew Hyatt, Town Manager
Evelyn Herbello, Deputy Town Clerk
Frank Trigueros, Tourism Manager

2. Agenda and Order of Business

3. Approval of Meeting Minutes: November 9, 2020

A motion was made by Board Member Diaz-Leal to approve the November 9, 2020 Tourist Board Meeting Minutes, seconded by Board Member Mavorah. The motion carried with a 4-0 vote with Board Member Lisman absent.

4. Resort Tax Collection

Tourism Manager Trigueros gave an update and a synopsis of the funds collected and the deficit.

Vice Chair Tourgeman asked about the streamlined budget for the current fiscal year.

Tourism Manager Trigueros reminded him that the budget passed by the Board in October focused primarily on special events and that there would be an additional opportunity for the Board to go back to the Town Commission to request additional dollars for marketing.

5. DVAC Update

Tourism Manager Trigueros gave an update and recapped the different meetings the Committee has had and their focus on supporting businesses through initiatives such as a new downtown business survey that will gauge resident's sentiment towards downtown businesses as well as incoming businesses. He stated that he is working on a draft and will work with Rachel Pinzur to finalize and distribute. They also discussed the sidewalk refurbishment, in addition to art in public places.

Vice Chair Tourgeman commented to Board Member Diaz-Leal that the previous DVAC Committee had business owners as active voting members, and that the current commission only recently changed the eligibility requirements for boards and committees to be restricted to residents only. He would recommend that Vice Mayor Paul take to the Commission the idea of adding members of the business district to the DVAC Board.

Vice Mayor Paul clarified that the recommendation of the new commission was to have more residents participate, but ~~they~~ there are residents that are also business owners and the recommendations were made based on the applications they received. She stated that other business owners have not applied to the board and she will be happy to recommend it to the commission.

Board Member Diaz-Leal stated that perhaps it is a big commitment that they might not be able to commit to and possibly have an honorary board member that can have a voice and does not have to attend the meeting.

Vice Chair Tourgeman stated that they should explore that further and there are some business owners that would like to be involved especially those in the restaurant business. He stated that he would like to make sure that they are sensitive to the business owners.

Board Member Diaz Leal stated that there are some that are interested and possibly doing some type of outreach.

Tourism Manager Trigueros stated that he will look into that idea. He stated that perhaps it could be a symbolic, unofficial position. He stated that the former committee had several appointees from the business district who failed to show up for meetings and were subsequently replaced. He would like more of the business owners involved in the DVAC process and meetings, and reminded the board that current DVAC Committee Chair Marianne Meischeid represents the businesses as she is the store manager at Pampaloni Silver.

Vice Chair Tourgeman asked Board Member Diaz-Leal if she would like to move forward with that task as DVAC liaison.

Board Member Diaz-Leal stated she would take that task and look at how they can have more inclusivity of the business owners.

Board Member Mavorah stated that there are some challenges to having the business owners participating and if there is some sort of survey that can be done and sent to the business owners to see what discourages them from participating in DVAC.

Board Member Diaz-Leal asked to see in which forum the business owners and residents would like to receive communication.

Chair Herman asked what was the status of the sidewalks on the DVAC agenda.

Tourism Manager Trigueros addressed the question from Chair Herman regarding the sidewalks and the type of color and materials for the aesthetics of the sidewalk.

Vice Chair Tourgeman spoke regarding the previous conversations in the past and the pavers were dangerous due to them sinking.

6. Digital Enhancement Sessions for Small Businesses

Tourism Manager Trigueros gave an update and stated this came from DVAC. The idea is to have information sessions on marketing and public relations for businesses who may not be strong in this aspect. He stated that the Tourist Bureau had organized several sessions for businesses with industry experts several years ago, but that these were poorly attended. An idea for this iteration would be to produce them digitally and recorded, so that they can be shared for recipients to watch at their leisure.

The Tourist Board members agreed with the concept; tentative timing would be to roll them out periodically over the next few months starting in January.

Board Member Mavorah spoke regarding the owner of Serendipity will be on Shark Tank and possibly doing an entrepreneur spot and stated that would be great public relations for the Town.

7. Public Relations Plan Update

Tourism Manager Trigueros gave an update on press outreach efforts targeting local media and local partners for staycations, as well as ecotourism and sustainability.

Vice Chair Tourgeman suggested close coordination with Vice Mayor Paul on the sustainability angle give her passion and expertise.

8. Supporting Local, 2020 Holiday Season

Tourism Manager Trigueros gave an update and spoke regarding the holiday lights and delay due to the vendors. He stated that the lights are being installed now and they should be finished by tomorrow.

Tourism Manager Trigueros stated that the banners were installed as well. He also spoke regarding the gazette, the holiday season and the latest content for the Visit Surfside Journal. He stated that the first entry was dedicated to a toy store in Town. He then mentioned another idea suggested through DVAC a gift basket involving different merchants that could be positioned for different holidays or themes. He stated to look ahead to the January meeting to focus more robustly on a recovery plan post COVID as the industry and globe overall now has a better timeline on the pandemic following the vaccine distribution announcements. He stated that the plan would incorporate ideas previously brought forth by members of this Board.

Vice Chair Tourgeman asked about FAM (familiarization) tours that promote Surfside in partnership with the hotels.

Further discussion took place among the Board members including different ideas on how to support the business partners and garner media coverage. They also liked the idea of FAM tours with local media.

9. Discussion Items:

A. Tourist Board Meeting Dates for 2021

Deputy Town Clerk Herbello provided the Board with the upcoming 2021 Tourist Board meeting dates.

A motion was made by Board Member Mavorah to accept the 2021 Tourist Board Meeting dates, seconded by Board Member Diaz-Leal. The motion carried with a 4-0 vote with Board Member Lisman absent.

B. Next Meeting: Monday, January 4, 2021 at 5:30 p.m.

Deputy Town Clerk Herbello advised the Board members of the next meeting date being January 4, 2021 at 5:30 p.m.

A motion was made by Board Member Mavorah to approve the next meeting date of January 4, 2021 at 5:30 p.m., seconded by Board Member Diaz-Leal. The motion carried with a 4-0 vote with Board Member Lisman absent.

Chair Herman asked regarding the survey of the kayak launch.

Tourism Manager Trigueros addressed the comment made by Chair Herman regarding the kayak launch.

Further discussion took place among the Board and Vice Mayor Paul regarding the kayak launch and the location of the launch as well as allowing it available to the tourists.

Vice Mayor Paul spoke regarding items she has on the upcoming Town Commission agenda.

Vice Chair Tourgeman is looking forward to 2021 and hopefully going back to normal and to see each other face to face.

10. Public Comment – 3-minute time limit each, please

There were no public speakers.

11. Adjournment

There being no further business to discuss before the Tourist Board, Board Member Mavorah made a motion to adjourn the meeting at 6:25 p.m., seconded by Board Member Diaz-Leal. The motion carried with a 4-0 vote with Board Member Lisman absent.

Respectfully submitted:

Accepted this 4 day of January, 2021.



Lisa Herman, Chair

Attest:



Evelyn Herbello
Deputy Town Clerk



**Town of Surfside
PLANNING & ZONING BOARD
MINUTES
December 17, 2020 – 6:00 p.m.**

1. Call to Order/Roll Call

Chair Frankel called the meeting to order at 6:01 p.m.

Present: Chair Judith Frankel, Board Member Fred Landsman, Board Alternate Member Horace Henderson, Board Alternate Member Michael Dranoff and Vice Chair Oliver Sanchez.

Absent: Board Member Ruben Bravo and Board James MacKenzie.

Also, Present: Mayor Charles Burkett, Town Planner Walter Keller, Assistant Town Attorney Tony Recio and Town Manager Andrew Hyatt

2. Town Commission Liaison Report – Mayor Charles Burkett

Mayor Burkett introduced himself as the new Commission Liaison for the Planning and Zoning Board. He stated that his intention is to strictly communicate the Board's recommendations to the Commission and the Chair can speak to the Mayor and he would bring those issues or recommendations to the Commission. He will not be attending the Planning and Zoning meetings.

Chair Frankel stated that she was under the impression that the Board is not able to communicate with other board members.

Town Attorney Recio stated that each board member individually can speak with the Mayor.

Chair Frankel stated that she will send the Mayor notes and information and the information with the Town Planner to give to the Mayor.

Mayor Burkett welcomed Town Planner Keller. He spoke regarding having additional meetings to take care of the backlog and he will work with the Commission.

Board Member Landsman welcomed Mayor Burkett and asked what caused the change in Commission Liaison.

Mayor Burkett stated that they want the Board to do their work and be able to function properly.

3. Approval of Minutes – September 24, 2020

A motion was made by Board Member Henderson to approve the September 24, 2020 Planning and Zoning Board Meeting Minutes, seconded by Board Member Landsman. The motion carried with a 5-0 vote.

4. 2021 Planning and Zoning Board Meeting Dates

Deputy Town Clerk Herbello provided the Board with the upcoming 2021 Planning and Zoning Board meeting dates.

Vice Chair Sanchez asked regarding the backlog and noticed the agenda for tonight's meeting is very small. He asked if the Board has access to the backlog?

Chair Frankel stated that she will defer to the Town Planner and he was only appointed November 19 and he did not have time to review the applications.

Town Planner Keller introduced himself and spoke regarding having to review projects with multiple codes and not having meetings. He stated that projects being sent back for more revisions has caused the backlog and in order to get to the board within the time frame, these were the ones that were ready to appear before the Board. He stated that there are approximately 20 projects.

Vice Chair Sanchez asked if within the time of transition that they were without a Town Planner if that caused the backlog.

Town Planner Keller addressed the comments made by Vice Chair Sanchez and stated it is hard for him to take applications to the Board without him being able to review them himself.

Town Attorney Recio stated that they are operating under a unique situation due to the Zoning in Progress and code changes and Town Planner Keller is having to review several codes and this is not a normal situation.

Board Member Henderson asked Town Planner Keller if it would be better to have an additional Board Meeting on January 21, 2021.

Town Planner Keller stated that it would be beneficial to have the meeting on January 21, 2021 due to the projects that have been waiting and an extra meeting would facilitate moving some of these projects along.

Board Member Landsman asked Town Planner Keller if he has enough time for notice period and his review to give him a viable book of agenda items to review.

Town Planner Keller stated yes that would help.

Vice Chair Sanchez asked if they will be adding more meetings in other months.

Chair Frankel stated that they are only approving the additional January 21, 2021 meeting.

A motion was made by Board Member Henderson to accept the 2021 Planning and Zoning Board Meeting dates as amended by adding January 21, 2021 as a Special Planning and Zoning Board Meeting, seconded by Board Member Landsman. The motion carried with a 4-1 vote with Vice Chair Sanchez voting in opposition.

Board Member Henderson introduced himself to the other Board Members.

Board Member Dranoff introduced himself to the other Board Members.

5. Applications:

A. 824 88th Street – Awning

Town Planner Keller introduced the item and provided the staff recommendations as stated below:

- Review of the application package prepared by the former Town Planner and current planning staff review of the codes and Google Street View photo images of the property indicates the Applicant complies with all the 2006, 2008 and the current Municode relative to a garage conversion and should be approved under the current codes and move forward. He stated that a gate is proposed and the gates are consistent with the Code.

Chair Frankel closed the public comment.

Chair Frankel asked if the gates are part of the application.

Town Planner Keller stated it is part of the application.

Vice Chair Sanchez stated that he does not see the gates noted anywhere.

Town Planner Keller stated that the first packet did not include the gate but the packet received from the Clerk's Office did have the gates and it has a drawing.

Vice Chair Sanchez stated that he has a concern with the gate and asked if they can discuss what they have in front of them which is the carport.

Chair Frankel stated that they take fences and gates seriously and that is a specific consideration and fences can feel and look different and can be a barrier to community. She would like to table the gate to a separate meeting.

Town Planner Keller stated that there was no fence indicated but they have a very large hedge, one goes out to Froude Avenue and the other to 88th Street.

Town Attorney Recio stated that it is in the Survey that was in the packet but the application does not include the gate and it is appropriate to just look at what they have in front of them.

Further discussion took place among the Board Members and Town Planner Keller regarding height requirement and compliance with the Codes and if the earlier code requires a special exception and certain discrepancies.

Board Member Dranoff asked if the new code contemplates canopies.

Town Attorney Recio addressed the comments made and explained the special exception with the new codes.

The following individual from the public spoke on the item:
George Kousoulas spoke regarding the canopies.
Jeff Rose spoke regarding the canopies.

Vice Chair Sanchez spoke regarding certain requirements for the canopies.

Town Planner Keller stated that one of the requirements for the canopies is that they have to be in compliance with the South Florida Building Code.

Further discussion took place among the Board Members and the Town Planner regarding height and setback requirements for this application.

A motion was made by Board Member Landsman to approve the application with constraints of height, no approval or discussion of any gates for access to the driveway, neutral color for the awning, minimum height from the ground of 7 feet and meets the minimum height requirement., seconded by Board Member Henderson. The motion carried with a 4-1 vote with Board Member Dranoff voting in opposition.

B. 9157 Froude Avenue – Garage Conversion

Town Planner Keller introduced the item and provided the staff recommendations as stated below:

- Review of the application package prepared by the former Town Planner and current planning staff review of the codes and Google Street View photo images of the property indicates the Applicant complies with all the 2006, 2008 and the current Municode relative to a garage conversion and should be approved.

Chair Frankel opened to public comment.

Chair Frankel closed public comment.

Board Member Landsman asked if there is a conversion and they are looking for approval for work that was done years ago. He asked if permits were ever pulled.

Town Planner Keller stated that they would like to secure approval for what was done previously and, in any event, they would like to do anything else and does not believe permits were pulled.

Vice Chair Sanchez asked that there is a bathroom in the floor plans and if it is bundled up in the garage conversion. He asked what compelled the current homeowner to get the documentation after the fact when it might have been done by a previous owner. He stated that what stood out to him was a demolition of a sunroom that is not discussed in the application.

Town Planner Keller stated that he does not know anything about the sunroom and the bathroom might have been existing prior to the conversion.

Chair Frankel stated that it is common when an owner would like to do additional work and they are required to have everything up to code and permitted and this application is only for the garage conversion.

Vice Chair Sanchez asked if this is the only thing the owner is asking for and no other application.

Town Planner Keller stated that he does not know if there is anything else on this property.

Further discussion took place among the Board and the Town Planner regarding the demolition of the sunroom and the description of the work that is stated and the reason why they are requesting the permits now in order to solve code violations.

Chair Frankel stated that the plans are confusing with the demolition of the structure in the back.

Board Member Landsman commented that the first two applicants have no representation for the Board to be able to ask questions.

Chair Frankel is hesitant to move forward due to the ambiguities with this application and not having the applicant attending to answer questions.

Vice Chair Sanchez stated that all you can do is speculate what motivates this application and asked if they have been cited or fined.

Town Attorney Recio stated that they are remedying a code violation and they would need design review approval for the demolition of the rear and those two things are reflected in their application and if they do not feel comfortable approving it, they would have to either to deny or defer this item.

A motion was made by Board Member Henderson to defer the item to January 21, 2021 and request the applicant to appear and provide additional plans to make it clear, seconded by Board Member Landsman. The motion carried with a 5-0 vote.

C. 9454 Harding Avenue – Sign

Town Planner Keller introduced the item and provided the staff recommendations as stated below:

- The Applicant's proposed sign in 35 SF with green LED illumination. It is recommended the permanent wall sign be approved subject to the following conditions:
 1. The size of the proposed sign shall be limited to a maximum of 25 SF per the Code; and
 2. The sign shall be illuminated with white LEDs per the Code.

Chair Frankel opened public comments.

Chair Frankel closed public comments.

Discussion took place among the Board Members and the Town Planner regarding the recommendations, the LED illumination and if the owners are accepting the proposed changes.

Chair Frankel stated that the white LED is behind the green.

Vice Chair Sanchez asked if the entire sign is illuminated or is it the entire round part of the signage.

Town Planner Keller responded to the comments made by Vice Chair Sanchez.

Chair Frankel stated that the sign is required to be lit.

Board Member Dranoff spoke regarding the size of the sign.

A motion was made by Board Member Landsman to approve the application to ensure they are meeting code, seconded by Vice Chair Sanchez. The motion carried with a 5-0 vote.

D. 9472 Harding Avenue – Sign

Town Planner Keller introduced the item and provided the staff recommendations as stated below:

- The Applicant's proposed sign is not dimensioned in the application. Based on the more restrictive Code, it is recommended the sign be approved subject to the following conditions:
 1. The size of the proposed sign shall be limited to a maximum of 1.5 SF per the Code; and
 2. The sign lettering be 8 inches or less and sign material comply with 90-73. a (3) c.

Chair Frankel opened the floor to public comment.

Chair Frankel closed the floor to public comment.

Discussion among the Board Members took place regarding the sign and their new location.

A motion was made by Board Member Henderson to approve the application, seconded by Board Member Landsman. The motion carried with a 5-0 vote.

6. Next Meeting Date: January 28, 2021

Deputy Town Clerk Herbello advised the Board members of the next meeting date being January 21, 2021 at 6:00 p.m. and January 28, 2021 at 6:00 p.m.

7. Discussion Items:

A. Future Agenda Items

Chair Frankel stated that she would like to go over what they are looking for in the packets that will make it easier for the Board.

The following individuals from the public spoke:

Vinicius Souza spoke regarding the backlog of applications and the fact that her application was not on this agenda.

George Kousoulas spoke regarding canopies and clarifying the language in the new code. He also spoke regarding the awkwardness of dealing with

the old code, new code and addendums and the difficulty for the Planning and Zoning Board as well as the Town Planner.
Jeff Rose spoke regarding canopies

Chair Frankel explained to speaker Souza why there is a backlog and the new dates of the upcoming meetings.

Vice Chair Sanchez asked speaker Souza when he submitted his application.

Vinicius Souza stated he submitted it on September 17, 2020 and was late for the September meeting.

Chair Frankel addressed the comments made by George Kousalous. She asked Town Manager Hyatt if he had a timeline with the Zoning in Progress.

Town Manager Hyatt stated that they are trying to get as much done in a short period of time and they will be addressing the issue.

Discussion took place among the Board regarding the Zoning in Progress.

Town Attorney Recio stated that the draft of the 2006 code with some additions is consistent with the current zoning in progress and is a good idea to consolidate and that is what this draft entails.

Chair Frankel asked Town Attorney Recio what the process for approval is for the zoning in progress.

Assistant Town Attorney Recio answered Chair Frankel's question and explained the process for approval of the zoning in progress which requires at least 3 public hearings.

Chair Frankel stated that in bigger developments it is important to have all the details correct for their review. When they are collecting information or packets it's important to get the details correct especially in the next few meetings. If the Town Planner is not getting the information needed then they will move to the back of the list. She gave examples of surveys, landscapes, any kinds of fencing, gates, canopies they want to see ahead of time for review.

Board Member Henderson asked for Town Planner Keller to ask the applicants to attend the meeting for any questions.

Future agenda items:
Canopies and carports

8. Adjournment.

A motion was made by Board Member Henderson to adjourn the meeting without objection at 7:51 p.m. The motion received a second from Board Member Landsman. The motion carried with a 5-0 vote.

Respectfully submitted,

Accepted this 21 day of January, 2021.


Judith Frankel, Chair

Attest:


Sandra McCready, MMC
Town Clerk



Town of Surfside

PARKS & RECREATION COMMITTEE MEETING

MINUTES

December 21, 2020 at 7:00 p.m.

1. Call to Order/Roll Call

The meeting was called to order by Chair Logan at 7:00 p.m.

The following were present: Chair Retta Logan
Vice Chair Nicole Travis
Committee Member Janice Tatum
Committee Member Frank MacBride, Jr.
Committee Member Marta Olchyk

Absent: Commissioner Nelly Velasquez

Also, present: Town Manager Andy Hyatt
Tim Milian, Parks and Recreation Director
Evelyn Herbello, Deputy Town Clerk

2. Agenda and Order of Business

3. Approval of Minutes: November 16, 2020

A motion was made by Vice Chair Travis to approve the November 16, 2020 Parks and Recreation Committee Meeting Minutes, seconded by Committee Member Tatum. The motion carried with a 5-0 vote.

4. 2021 Parks and Recreation Committee Meeting Dates

Deputy Town Clerk Herbello provided the 2021 dates for the Parks and Recreation Committee meetings.

A motion was made by Committee Member Olchyk to approve the 2021 Parks and Recreation Committee Meeting dates with the amendment of changing the January 18, 2021 meeting date to January 25, 2021 due the Holiday January 18, 2021 and changing February 16, 2021 meeting date to February 22, 2021 due to the February 16, 2021 Holiday, seconded by Committee Member Tatum. The motion carried with a 5-0 vote.

5. Additional Fall/Holiday Events – Tim Milian, Parks and Recreation Director

Parks Director Milian gave an update of the additional fall and holiday events along with the number of families that attended the events. He thanked the Police Department for their help in obtaining the Fire Department Truck and Police vehicle. He stated as they move forward going into the winter, they will continue to provide services while keeping everyone as safe as possible under the new normal guidelines.

Vice Chair Travis stated that the events were done very well and the route they had to walk for the different stations was very well executed and congratulated the staff.

Parks Director Milian thanked the Committee for their support and stated that they got 14 walkup slots available and were able to accommodate them and have all the families participate.

Chair Logan asked if they had an issue of people not showing.

Parks Director Milian stated that they did not have that issue and were able to accommodate everyone on the waiting list.

6. New Normal Program Registration - Tim Milian, Parks and Recreation Director

Parks Director Milian gave an update of the new normal program registration and the Tennis Program registration. He stated that they are on a limited capacity and limited facility. He stated that they expanded the Tennis Program and are using the three (3) courts to have tennis lessons. He stated there are some registration slots still open but for the most part there was positive feedback. He spoke regarding adding more classes to accommodate the residents.

Vice Chair Travis stated that their tennis experience went well and it was good to be able to register early. She asked if they were able to get through the wait list.

Parks Director Milian stated they are going through the wait list and have been able to eliminate most of the wait list.

Vice Chair Travis asked if that also includes people that have a spot but also are on a wait list. She also asked if they are doing only one (1) spot per class.

Parks Director Milian stated that someone in that scenario would be counted on the wait list and he stated that yes one (1) child gets one slot per class. He also discussed the October registration.

Further discussion took place among the Committee Members and Parks Director Milian regarding the registration process and how staff is handling being on the front line and issues that might come up.

7. 96th Street Park Project Update - Tim Milian, Parks and Recreation Director

Parks Director Milian gave an update of the project and stated it is on the January 2021 Town Commission Meeting Agenda and they are set for January.

Chair Logan asked if it is approved at the Commission Meeting if the architectural rendering will start being worked on January.

Town Manager Hyatt stated that item will be moved up on the January agenda to be heard.

The following individual spoke on the item:

Jeff Rose on what the Parks and Recreation Committee think on the fact that there are two lots if the Town would purchase both in order for an expansion and what the Committee thinks about it.

Committee Member Tatum stated that the Town should purchase it.

Committee Member MacBride asked if it is the two (2) lots south available and one of the lots needs a new seawall. He stated that he would be in agreement to expand at least to one lot and asked if Town Manager Hyatt has available grant funds in order to expand our park.

Speaker Jeff Rose stated yes that they are available.

Parks Director Milian addressed the comments made by speaker Jeff Rose and believes the lot is considered a double lot.

Further discussion took place regarding those two lots and the pink house lot and a grant that was available in the past.

Parks Director Milian stated that they are limited on green space and anytime that you have an opportunity to expand he agrees with in order to have more green space.

Vice Chair Travis is in favor in exploring this option and there should be more public space and parks.

Town Manager Hyatt stated the Commission gave him authorization to look for additional vacant properties along the waterfront and that has been started a couple of weeks ago.

Chair Logan asked Parks Director Milian regarding the bureaucracy with grant funds and the requirements and that is why they did not do it in the past with the pink house.

Parks Director Milian stated that with grant funds it becomes public and has to be available to everyone.

Committee member Olchyk asked Town Manager Hyatt regarding looking for investment properties.

Town Manager Hyatt stated that it was property on the water with the consideration of the kayak launch and more park space. He stated that they are looking at getting appraisals as well of those properties.

Vice Chair Travis stated that 96th Street is already waterfront and if they can look at property that is not waterfront for park space.

Parks Director Milian stated that the Committee could make a motion to what the Commission approved last month and the Committee approves that decision.

A motion was made by Committee Member MacBride to agree with the Commission's movement to direct the Town Manager to look for green space to expand the park, seconded by Committee Member Travis. The motion carried with a 5-0 vote.

8. Kayak Launch Survey - Tim Milian, Parks and Recreation Director

Parks Director Milian gave an update on the survey and stated the deadline to submit the survey is February 1, 2021 at 5:00 p.m.

Committee Member Tatum asked who came up with the questions for the survey because she saw fishing on the survey and she was excited.

Chair Logan stated that Vice Mayor Paul started it and had the Commission add any other questions.

Parks Director Milian stated it came from the Commission through the Town Manager.

Town Manager Hyatt stated that the property on 88th street is two parcels and the owner has divided the parcel and they are looking into that one as well as others.

Committee Member MacBride asked Town Manager Hyatt there was a lot on the north side at Indian Creek and their Town Hall on the South side and there was availability for the Town to use the North Lot on the bridge and he thought of that maybe part of the kayak launch.

Town Manager Hyatt stated there is a stormwater easement there and the vacant lot is a staging area for them but there is a stormwater easement on the northside.

9. Public Comments - (3-minute time limit per speaker)

There were no public speakers.

10. Next Meeting: January 18, 2021

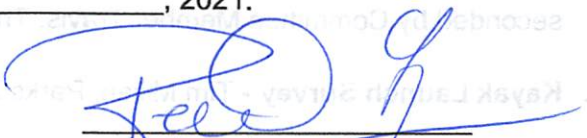
Parks and Recreation Director Milian advised the Committee of the next Parks and Recreation Committee Meeting date. Consensus was reached to have the next meeting on January 25, 2021 at 7:00 p.m. since January 18, 2021 is a holiday.

11. Adjournment

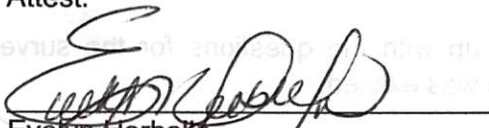
A motion was made by Committee Member Olchyk to adjourn the meeting without objection at 7:45 p.m. The motion received a second from Committee Member MacBride. The motion carried with a 5-0 vote.

Respectfully submitted:

Accepted this 25th day of Jan, 2021.


Retta Logan, Chair

Attest:


Evelyn Herbello
Deputy Town Clerk



MEMORANDUM

ITEM NO. 3E

To: Honorable Mayor, Vice-Mayor and Members of the Town Commission
From: Andrew Hyatt, Town Manager
Date: February 9, 2021
Subject: FY 2021 Budget Amendment Resolution No. 5

The State of Florida, the Charter of the Town of Surfside, and sound financial management practices require monitoring of the Town's budgetary condition. Budget requirements include maintaining a balanced budget and a prohibition against entering into encumbrances for which there is not sufficient appropriation.

The Town Commission monitors the budget to actual summary at the fund level monthly on each agenda. The Town Manager is authorized by the Charter to make adjustments within funds so long as the appropriation for each fund is not exceeded. The purpose of this budget amendment is for the Town Commission to amend the FY2021 annual budget and to recognize changes in revenues and expenditures that differ from the adopted budget.

The attached document represents the amendment that ensures compliance with State law, Town Charter, and sound financial management practices.

Staff has reviewed FY 2021 actual revenues and expenditures and recommends a change to the FY 2021 annual budget is as follows:

WATER AND SEWER FUND (Attachment A)

The Water and Sewer Fund is being amended to:

1. appropriate \$24,800 from current year reserves for repairs to a sewer pump.

STORMWATER FUND (Attachment A)

The Stormwater Fund is being amended to:

1. appropriate \$73,220 for engineering services for Abbott Avenue drainage improvements.

Reviewed by: LA

Prepared by AM/JDG

RESOLUTION NO. 2021-_____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING BUDGET AMENDMENT NO. 5 FOR THE FISCAL YEAR 2020/2021 BUDGET; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on September 22, 2020, the Town of Surfside (the “Town”) Commission adopted Resolution No. 2020-2716 approving the budget for Fiscal Year 2020/2021 and establishing revenues and appropriations for the Town; and

WHEREAS, the Water and Sewer Fund is being amended to appropriate \$24,800 for sewer pump repairs; and

WHEREAS, the Stormwater Fund is being amended to appropriate \$73,220 for the Abbott Avenue Drainage Improvements Project; and

WHEREAS, an increase to the budgeted revenue estimates and expenditure estimates is required for the Water and Sewer Fund and the Stormwater Fund, to comply with Florida Statutes and the Town's commitment to sound budgeting practices, where budgeted expenditures may not exceed anticipated revenues; and

WHEREAS, the Town Commission desires to amend the Fiscal Year 2020/2021 budget by amending the Water and Sewer Fund and the Stormwater Fund as set forth in Attachment “A” attached hereto; and

WHEREAS, the Town Commission finds that this Resolution is in the best interest and welfare of the residents of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:

Section 1. Recitals. That each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

Section 2. Approving Budget Amendment No. 5. The Town Commission approves the 2020/2021 fiscal year Budget Amendment No. 5 as provided for in Attachment “A” attached hereto.

Section 3. Implementation. The Town Manager and/or his designee are directed to take any and all action necessary to accomplish this Budget Amendment No. 5 and the purposes of this Resolution.

Section 4. Effective Date. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED on this 9th day of February, 2021.

Motion By: _____

Second By: _____

FINAL VOTE ON ADOPTION:

Commissioner Charles Kesl _____

Commissioner Eliana R. Salzhauer _____

Commissioner Nelly Velasquez _____

Vice Mayor Tina Paul _____

Mayor Charles W. Burkett _____

Charles W. Burkett, Mayor

Attest:

Sandra McCready, MMC
Town Clerk

Approved as to Form and Legal Sufficiency:

Weiss Serota Helfman Cole & Bierman, P.L.
Town Attorney

**TOWN OF SURFSIDE
BUDGET AMENDMENT
ATTACHMENT A**

Fiscal Year 2020/2021
 BA No. 5
 Fund Nos. 401 Water and Sewer Fund
 404 Stormwater Fund

2/9/2021

Account Number	Account Description	Justification	Original/ Adjusted Budget	Increase	Decrease	Adjusted Budget
ENTERPRISE FUNDS:						
WATER AND SEWER FUND						
EXPENDITURES						
401-9900-536-99-10	Contingency Reserve	Appropriate funds for the repair of a sewer pump	\$150,540		\$24,800	\$125,740
401-9900-536-46-03	Equipment Maintenance	Sewer pump repairs	\$ 70,000	\$ 24,800		\$ 94,800
TOTAL	WATER AND SEWER FUND EXPENDITURES			\$ 24,800	\$ -	
STORMWATER FUND						
REVENUES						
404-538-391-10-00	Use of Prior Year Retained Earnings	Appropriate funds for engineering services - Abbott Avenue drainage improvements	\$ 157,486	\$ 73,220		\$ 230,706
TOTAL	STORMWATER FUND REVENUES			\$ 73,220	\$ -	
EXPENDITURES						
404-5500-538-31-10	Professional Services	Abbott Avenue drainage improvements engineering services contract	\$ 172,486	\$ 73,220		\$ 245,706
TOTAL	STORMWATER FUND EXPENDITURES			\$ 73,220	\$ -	



MEMORANDUM

ITEM NO. 3F

To: Honorable Mayor, Vice-Mayor and Members of the Town Commission

From: Andrew Hyatt, Town Manager

Date: February 9, 2021

Subject: Resolution authorizing Law Enforcement Mutual Aid Agreement between the Town of Surfside and North Bay Village.

It is the responsibility of the governments of the Town of Surfside, Florida, and North Bay Village, Florida, to ensure the public safety of their citizens by providing adequate police service to address any foreseeable routine or emergency situation; and because of the existing and continuing possibility of the occurrence of law enforcement problems and other natural or manmade conditions which are likely to be, beyond the control of the services, personnel, equipment or facilities of the participating police departments; these municipalities have the authority to enter into a Mutual Aid Agreement in order to adequately address any and all of these conditions, to protect the public peace and safety, and to preserve the lives and property of the people of the municipalities. The Mutual Aid Agreement specifies the circumstances and conditions under which mutual aid may be requested and rendered regarding police operations.

The Town of Surfside Police Department has mutual aid agreements with many Miami-Dade County law enforcement agencies and the North Bay Village Police Department has been one of them for years. The Town of Surfside and North Bay Village are located in a way that it is advantageous and in their best interest to receive and extend mutual aid in the form of law enforcement services and resources.

The new Mutual Aid Agreement between the Town of Surfside Police Department and the North Bay Village Police Department will be in effect from the date of signing, through and including, April 1, 2024.

Town Administration recommends approval of the resolution to authorize the Mutual Aid Agreement between the Town of Surfside and North Bay Village.

Prepared by: JY

RESOLUTION NO. 2021-_____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING A VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE MUTUAL AID AGREEMENT WITH NORTH BAY VILLAGE; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside (the “Town”) is responsible for ensuring the public safety of residents and businesses of the Town by providing adequate levels of public services, including police protection and services; and

WHEREAS, there may be natural or manmade disasters, emergencies, and other major law enforcement problems that may cross jurisdictional boundaries; and

WHEREAS, Chapter 23, “Florida Mutual Aid Act,” of the Florida Statutes authorizes municipalities to enter into Mutual Aid Agreements for the rendering of law enforcement assistance across jurisdictional boundaries; and

WHEREAS, the Town Commission wishes to approve the law enforcement Mutual Aid Agreement between the Town and North Bay Village for voluntary cooperation and operational assistance (the “Agreement”), in substantially the same form attached hereto as Exhibit “A,” which provides the residents and businesses of the Town with assurances of adequate levels of law enforcement services; and

WHEREAS, the Town Commission finds that the Agreement and this Resolution is in the best interest and welfare of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:

Section 1. **Recitals.** The above-stated recitals are true and correct and are incorporated herein by this reference.

Section 2. Approval. That the Town Commission approves the Agreement in substantially the same form attached hereto as Exhibit “A.”

Section 3. Authorization and Implementation. The Town Manager and Town Chief of Police are authorized to execute the Agreement, attached hereto as Exhibit “A.” The Town Manager and Chief of Police are hereby further authorized to do all necessary things to implement the Agreement and the purposes of this Resolution, including the execution of any renewal or subsequent agreements with North Bay Village.

Section 4. Effective Date. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED this 10th day of February, 2021.

FINAL VOTE ON ADOPTION:

Commissioner Charles Kesl _____
Commissioner Eliana R. Salzhauer _____
Commissioner Nelly Velasquez _____
Vice Mayor Tina Paul _____
Mayor Charles W. Burkett _____

Charles W. Burkett, Mayor

ATTEST:

Sandra McCready, MMC
Town Clerk

**APPROVED AS TO FORM AND LEGALITY FOR THE USE
AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:**

Weiss Serota Helfman Cole & Bierman, P.L.
Town Attorney

**LAW ENFORCEMENT MUTUAL AID AGREEMENT
FOR
VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE**

WHEREAS, it is the responsibility of the governments of North Bay Village, Florida, and the subscribing law enforcement agencies to ensure the public safety of their citizens by providing adequate levels of police services to address any foreseeable routine or emergency situation; and

WHEREAS, there is an existing and continuing possibility of the occurrence of law enforcement problems and other natural and man-made conditions which are, or are likely to be, beyond the control of the services, personnel, equipment, or facilities of the North Bay Village Police Department or the subscribing law enforcement agencies; and

WHEREAS, in order to ensure that preparation of these law enforcement agencies will be adequate to address any and all of these conditions, to protect the public peace and safety, and to preserve the lives and property of the people of North Bay Village and the participating Miami-Dade County municipalities; and

WHEREAS, North Bay Village and the subscribing law enforcement agencies have the authority under Section 23.12, Florida Statutes, et seq., the Florida Mutual Aid Act, to enter into a Mutual Aid Agreement;

NOW, THEREFORE, BE IT KNOWN that North Bay Village, a political subdivision of the State of Florida, and the undersigned representatives, in consideration for mutual promises to render valuable aid in times of necessity, do hereby agree to fully and faithfully abide by and be bound by the following terms and conditions:

1. Short title: Mutual Aid Agreement.

2. Description: Since this Mutual Aid Agreement provides for the requesting and rendering of assistance for both routine and law enforcement intensive situations, this Mutual Aid Agreement combines the elements of both a voluntary cooperation agreement and a requested operational assistance agreement, as described in Chapter 23, Florida Statutes.
3. Definitions:
 - a. Chief Executive Official: Either the Mayor of North Bay Village, or the chief executive official of the participating political subdivision, who has the authority to contractually bind the agency and has executed this Agreement, upon the approval of the governing body of each governmental entity. Subsequent to the execution by the executive officials, this Agreement shall be filed with the Clerk of the Court for Miami-Dade County, and the clerks of the respective political subdivisions. The Agreement may be amended at any time by filing subsequent Amendment(s), which will be subject to the same approval process, and shall thereafter become a part of this Agreement.
 - b. Agency Head: Either the Director of the North Bay Village Police Department, or the Director's designees; and the Chief of Police of the participating law enforcement agencies, or the Chiefs designees.
 - c. Participating Law Enforcement Agency: The police department of any municipality in Miami-Dade County, Florida, that has approved and executed this Agreement.
 - d. Certified Law Enforcement Employee: Any law enforcement employee certified as provided in Chapter 943, Florida Statutes.

SECTION I. TERMS AND PROCEDURES

1. Operations:

a. In the event that a party to this Agreement is in need of assistance as specified herein, an authorized representative of the police department requiring assistance shall notify the agency from whom such assistance is requested. The authorized agency representative whose assistance is sought shall evaluate the situation and the available resources, and will respond in a manner deemed appropriate.

b. Each party to this Agreement agrees to furnish necessary manpower, equipment, facilities, and other resources and to render services to the other party as required to assist the requesting party in addressing the situation which caused the request: provided, however, that no party shall be required to deplete unreasonably its own manpower, equipment, facilities, and other resources and services in rendering such assistance.

c. The agency heads of the participating law enforcement agencies, or their designees, shall establish procedures for giving control of the mission definition to the requesting agency, and for giving tactical control over accomplishing any such assigned mission and supervisory control over all personnel or equipment provided pursuant to this Agreement to the providing agency.

2. Powers, Privileges, Immunities and Costs:

a. All employees of the participating municipal police department, including certified law enforcement employees as defined in Chapter 943, Florida Statutes, during such time that said employees are actually providing aid outside of the jurisdictional limits of the employing municipality pursuant to a request for aid made in accordance with this Agreement, shall, pursuant to the provisions of

Chapter 23, Florida Statutes, have the same powers, duties, rights, privileges, and immunities as if they were performing their duties in the political subdivision in which they are normally employed.

b. The political subdivision having financial responsibility for the law enforcement agency providing services, personnel, equipment, or facilities pursuant to the provisions of this Agreement shall bear any loss or damage to same and shall pay any and all expenses incurred in the maintenance and operation of same.

c. The political subdivision having financial responsibility for the law enforcement agency providing aid pursuant to this Agreement shall compensate all of its employees rendering aid pursuant to the Agreement during the time of the rendering of such aid and shall defray the actual travel and maintenance expenses of such employees while they are rendering such aid. Such compensation shall include any amounts paid or due for compensation due to personal injury or death while such employees are engaged in rendering such aid. Such compensation shall also include all benefits normally due such employees.

d. All exemption from ordinances and rules, and all pension, insurance, relief, disability, workers' compensation, salary, death, and other benefits which apply to the activity of such officers, agents, or employees of any such agency when performing their respective functions within the territorial limits of their respective agencies shall apply to them to the same degree, manner, and extent while engaged in the performance of their functions and duties extra territorially under the provisions of this Mutual Aid Agreement. The provisions of this Agreement shall apply with equal effect to paid and auxiliary employees.

3. **Indemnification:** The political subdivision having financial responsibility for the law enforcement agency providing aid pursuant to this Agreement agrees to hold harmless, defend, and indemnify the requesting law enforcement agency and its political subdivision in any suit, action, or claim for damages resulting from any and all acts or conduct of employees of said providing agency while providing aid pursuant to this Agreement, subject to Chapter 768, Florida Statutes, where applicable.
4. **Forfeitures:** It is recognized that during the course of the operation of this Agreement, property subject to forfeiture under the Florida Contraband Forfeiture Act, Florida Statutes, may be seized. The property shall be seized, forfeited, and equitably distributed among the participating agencies in proportion to the amount of investigation and participation performed by each agency, less the costs associated with the forfeiture action. Any participating agencies must request sharing, in writing, before the entry of a Final Order of Forfeiture, or they will be barred from claiming any portion of the property forfeited. The agency pursuing the forfeiture action shall have the exclusive right to control and the responsibility to maintain the property, including, but not limited to the complete discretion to bring the action, or to dismiss the action, or settlement. This shall occur pursuant to the provisions of the Florida Contraband Forfeiture Act.
5. **Conflicts:** Any conflicts between this Agreement and the Florida Mutual Aid Act will be controlled by the provisions of the latter, whenever conditions exist that are within the definitions stated in Chapter 23, Florida Statutes.

SECTION II. COMMAND AND SUPERVISORY RESPONSIBILITY

1. Command: The personnel and equipment that are assigned by the assisting entity shall be under the immediate command and direct supervision of a supervising officer designated by the assisting Director or Chief of Police, or his/her designee.

2. Conflicts: Whenever an officer is rendering assistance pursuant to this agreement, the officer shall abide by and be subject to the rules and regulations, personnel policies, general orders, and standard operating procedures of his or her own employer. If any such rule, regulation, personnel policy, general order or standard operating procedure is contradicted, contravened or otherwise in conflict with a direct order of a superior officer of the requesting agency, then such rule, regulation, policy, general order or procedure of the assisting agency shall control, and shall supersede the direct order.

3. Complaints: Whenever there is cause to believe that a complaint has arisen as a result of a cooperative effort as it may pertain to this agreement, the Director or Chief of Police, or his/her designee of the agency employing the officer who is the subject of the complaint shall be responsible for the investigation of the complaint. The Director or Chief of Police or designee of the requesting agency should ascertain at a minimum:

- a. The identity of the complainant;
- b. An address where the complaining party can be contacted;
- c. The specific allegation; and
- d. The identity of the employees accused without regard as to agency affiliation.

If it is determined during the investigation of a complaint that the accused is an employee of the assisting agency, the above information, with all pertinent documentation gathered during the receipt and processing of the complaint, shall be forwarded without delay to the agency for administrative review. The requesting agency may conduct a review of the complaint to determine if any factual basis for the complaint exists and/or

whether any of the employees of the requesting agency violated any of their agency's policies or procedures.

SECTION III. PROVISIONS FOR VOLUNTARY AND OPERATIONAL ASSISTANCE

A deputy sheriff or police officer of either of the participating law enforcement agencies shall be considered to be operating under the provisions of the mutual aid agreement when: participating in law enforcement activities that are preplanned and approved by each respective agency head, or appropriately dispatched in response to a request for assistance from the other law enforcement agency.

In compliance with and under the authority of the Mutual Aid Agreement heretofore entered into by the participating municipalities and North Bay Village, Florida, it is hereby declared that the following list comprises the nature of assistance, and the circumstances and conditions under which mutual aid may be requested and rendered regarding police operations pursuant to the agreement. The list includes, but is not necessarily limited to, dealing with the following:

Voluntary:

1. Joint multi-jurisdictional criminal investigations.
2. Major events; e.g., sporting events, concerts, parades, fairs, festivals and conventions.
3. Joint training in areas of mutual need.
4. Off-duty special events.
5. Joint multi-jurisdictional marine interdiction operations.
6. Security and escort duties for dignitaries.

Operational:

7. Hostage and barricaded subject situations, and aircraft piracy.

8. Control of major crime scenes, area searches, perimeter control, back- ups to emergency and in-progress calls, pursuits, and missing person calls.
9. Enemy attack.
10. Transportation of evidence requiring security.
11. Civil affray or disobedience, disturbances, riots, large protest demonstrations, controversial trials, political conventions, labor disputes, and strikes.
12. Any natural, technological or manmade disaster.
13. Emergency situations in which one agency cannot perform its functional objective.
14. Incidents requiring utilization of specialized units; e.g., underwater recovery, aircraft, canine, motorcycle, bicycle, mounted, Special Response Teams, bomb, crime scene, marine patrol, and police information.
15. Incidents which require rescue operations and crowd and traffic control measures including, but not limited to, large-scale evacuations, aircraft and shipping disasters, fires, explosions, gas line leaks, radiological incidents, train wrecks and derailments, chemical or hazardous waste spills, and electrical power failures.
16. Terrorist activities including, but not limited to, acts of sabotage.
17. Escapes from or disturbances within detention facilities.

SECTION IV. PROCEDURES FOR REQUESTING MUTUAL AID

The following procedures will apply in mutual aid operations:

1. Mutual aid requested or rendered will be approved by the Director/Chief of Police or designee.

2. Specific reporting instructions for personnel rendering mutual aid should be included in the request for mutual aid. In the absence of such instructions, personnel will report to the ranking on-duty supervisor on the scene.
3. Communications instructions will be included in each request for mutual aid and the North Bay Village Police Department Communications Bureau will maintain radio contact with the involved agencies until the mutual aid situation has ended.
4. Incidents requiring mass processing of arrestees, transporting prisoners and operating temporary detention facilities will be handled per established procedures.

SECTION V. CONCURRENT JURISDICTION

It is to the mutual benefit of the participating municipal agencies and the North Bay Village Police Department, through voluntary cooperation, to exercise concurrent jurisdiction over the areas described in subparagraphs a. and b. below, in that officers, while in another jurisdiction, are often present at events where immediate action is necessary, or are able to expeditiously conclude an investigation by identifying and arresting an offender.

- a. Concurrent law enforcement jurisdiction in and throughout the territorial limits of the participating municipalities and North Bay Village, Florida, for arrests, made pursuant to the laws of arrest, for felonies and misdemeanors, including arrestable traffic offenses, which spontaneously take place in the presence of the arresting officer, at such times as the arresting officer is traveling from place to place on official business outside of his or her jurisdiction, for example, to or from court, or at any time when the officer is within the territorial limits of his or her jurisdiction, and provided that, in the context of this Mutual Aid Agreement, "official

business outside of his or her jurisdiction" shall not include routine patrol activities. This mutual aid agreement excludes those areas within the territorial limits of the municipalities not participating in the Mutual Aid Agreement, and areas in which the North Bay Village Police Department does not have law enforcement jurisdiction.

- b. Concurrent law enforcement jurisdiction in and throughout the territorial limits of participating municipalities and North Bay Village, Florida, for arrests, made pursuant to the laws of arrest, of persons identified as a result of investigations of any offense constituting a felony or any act of Domestic Violence as defined in Section 741.28, Florida Statutes, when such offense occurred in the municipality employing the arresting officer, should the arresting officer be a municipal law enforcement officer. However, absent a search warrant, concurrent jurisdiction under this subparagraph does not include authority to make nonconsensual or forcible entries into private dwellings, residences, living spaces or business spaces which are not open to the public, i.e., authority derived pursuant to this subparagraph may be exercised only when in places open to the public or private places into which the arresting officer has entered with the consent of an occupant entitled to give consent. When operating under mutual aid, municipal law enforcement officers may execute search warrants for offenses which occurred in the municipality. Municipal officers may execute the search warrant, impound all property, make arrests, and file the Return and Inventory. This concurrent jurisdiction excludes those areas within territorial municipalities not participating in the Mutual Aid Agreement, and areas in which the North Bay Village Police Department does not have law enforcement jurisdiction.

Prior to any officer taking enforcement action pursuant to either paragraph (a) or (b) above, the officer shall notify the designated officer of the jurisdiction in which the action shall will be taken, unless exigent circumstances prevent such prior notification, in which case notification shall be made as soon after the action as practicable. Furthermore, all arrests made pursuant to subparagraph (a) above shall be processed and coded pursuant to directions of the Clerk of the Court, in such manner as to ensure that any revenues or surcharges generated as a result of said arrests shall be directed to the jurisdiction in which the arrest was made.

1. General Requirements:

- a. Officers shall not utilize unmarked vehicles to make traffic stops or to engage in vehicle pursuits.
- b. Concurrent law enforcement jurisdiction pursuant to this Mutual Aid Agreement does include preplanned operations, undercover investigations, stings, or sweeps.
- c. Officers shall not conduct routine patrol activities outside of their jurisdiction.
- d. Reports of any action taken pursuant to this Mutual Aid Agreement shall be faxed to the agency head of the agency, within whose jurisdiction the action was taken, as soon as possible after the action has taken place.
- e. Any conflicts regarding jurisdiction will be resolved by allowing the agency within whose jurisdiction the action took place to take custody of any arrestees and/or crime scenes.
- f. All concurrent jurisdiction stationary surveillance activities shall require notification of the agency within whose jurisdiction the surveillance takes place. The notification shall include the general location of the surveillance and

a description of the vehicles involved. Mobile surveillance shall not require notification unless concurrent jurisdiction enforcement activities take place.


SECTION VI. EFFECTIVE DATE

This Agreement shall be in effect from date of signing, through and including, April 1, 2024. Under no circumstances may this Agreement be renewed, amended, or extended except in writing.

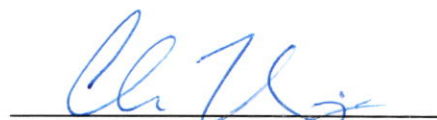
SECTION VII. CANCELLATION

This Agreement may be cancelled by either party upon sixty (60) days written notice to the other party. Cancellation will be at the discretion of the chief executive officers of the parties hereto.

AGREED TO AND ACKNOWLEDGED this _____ day of _____, 2021.



Dr. Ralph Rosado, Village Manager
North Bay Village, Florida



Carlos Noriega, Chief of Police
North Bay Village, Florida

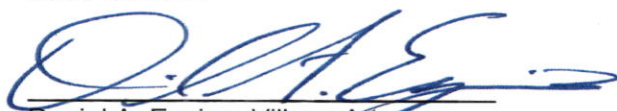
ATTEST:



Elora Riera, Village Clerk
North Bay Village, Florida



APPROVED AS TO FORM AND LEGAL
SUFFICIENCY



Daniel A. Espino, Village Attorney
Weiss Serota Helfman
North Bay Village, Florida

**LAW ENFORCEMENT MUTUAL AID AGREEMENT FOR
VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE
INDIVIDUAL GOVERNMENTAL ENTITY SIGNATURE SHEET**

TOWN OF: Surfside, Florida.

BY:

Andrew Hyatt, Village Manager

Julio Yero, Chief of Police

ATTEST:

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

Sandra N. McCready, Town Clerk

Lillian M. Arango, Town Attorney

STATE OF FLORIDA)
) SS.:
COUNTY OF MIAMI-DADE)

BEFORE ME, an officer duly authorized by law to administer oaths and take
acknowledgements, did personally appear: _____

(Insert Name and Title of Chief Executive)

of the Town of _____, Florida, a municipal corporation of Florida,
and acknowledged that he or she executed the foregoing Agreement as chief executive
officer of the Town of _____, Florida, and the same is the act and
deed of the Town of _____, Florida.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at the Town of
_____, in the State of Florida and the County of Miami Dade on the
_____ day of _____, 2021.



**Town of Surfside
Town Commission Meeting
January 14, 2021
7:00 pm**

Town Hall Commission Chambers - 9293 Harding Avenue, 2nd Floor
Surfside, FL 33154

Agenda #: 4A1
Date: January 14, 2021 / February 9, 2021
From: Vice Mayor Tina Paul
cc: Lillian M. Arango and Tony Recio, Town Attorneys
 Andrew Hyatt, Town Manager
Subject: Ordinance to Allow Pet Grooming as Accessory Use to Pet Supplies

Objective: At the Town Commission meeting on December 8, 2020, the Commission directed the Town Attorney to prepare an amendment to the Town Code to allow pet grooming as an accessory use. The attached Ordinance amends Section 90-41 “Regulated Uses” by providing for “pet grooming” as an accessory use to “pet supplies,” a use already permitted within the SD-B40 district. The accessory use is permitted subject to conditions aimed at avoiding over-concentration of this type of use within the Town’s business district and minimizing potential adverse impacts of animal-related services such as offensive odors, animal waste, and noise.

Consideration: The attached Ordinance provides for pet grooming as an accessory use to retail pet supplies within the SD-B40 district subject to the following conditions:

- a. Animals shall be walked on the premises in an enclosed area and all waste shall be disposed of immediately.
- b. No overnight boarding shall be permitted.
- c. Soundproofing shall be required and the noise outside the building shall not exceed that of average daily traffic measured at the lot line.
- d. No malodor shall be perceptible at the boundary of the premises.
- e. Pet sales or pet adoption services are prohibited.
- f. There shall be a minimum distance separation of 850 feet between pet supplies stores offering pet grooming and 400 feet between a pet supplies store offering pet grooming services and a veterinary office offering pet grooming services.

The Veterinary Wellness Center of Surfside operates at 9530 Harding Avenue within the SD-B40 district. While Section 90-41 of the Town Code allows pet grooming in connection with and as accessory to a veterinary office, the operator/veterinarian Dr. Carmona confirmed it does not offer pet grooming services. They have submitted a letter of support for allowing the pet grooming use

offered by another business and specifically in favor of a potential applicant under this Ordinance, Woof Gang Bakery.

Recommendation: Consider and adopt the attached Ordinance on second reading, including the conditions, and consider the Ordinance for final adoption at second reading.

ORDINANCE NO. 21 - _____

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING THE TOWN OF SURFSIDE CODE OF ORDINANCES BY AMENDING SECTION 90-41, “REGULATED USES”, TO CHANGE THE LIST OF PERMITTED ACCESSORY USES TO ALLOW PET GROOMING AS ACCESSORY TO RETAIL PET SUPPLIES IN THE SD-B40 ZONING DISTRICT AND PROVIDING FOR RELATED REGULATIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

1 **WHEREAS**, Article VIII, Section 2 of the Florida Constitution, and Chapter 166, Florida
2 Statutes, provide municipalities the authority to exercise any power for municipal purposes, except
3 where prohibited by law, and to adopt ordinances in furtherance of such authority; and

4 **WHEREAS**, the Town Commission of the Town of Surfside (“Town Commission”) finds it
5 periodically necessary to amend its Code of Ordinances and Land Development Code (“Code”) in
6 order to update regulations and procedures for maintain consistency with state law and to implement
7 municipal goals and objectives; and

8 **WHEREAS**, Section 90-41(c) of the Town Code allows pet supplies in the SD-B40 Zoning
9 District under the Retail and General Commercial Uses category; and

10 **WHEREAS**, modern pet supplies stores often offer pet grooming services, but the Town Code
11 does not allow pet grooming as a permitted accessory use to pet supplies; and

12 **WHEREAS**, pet grooming is currently only allowed as accessory to veterinary office uses,
13 subject to certain limiting conditions; and

14 **WHEREAS**, the concentration of animals on any particular premises or within a certain area
15 has the potential to result in adverse impacts to residents and businesses through offensive odors,
16 animal waste, and noise; and

17 **WHEREAS**, to minimize such adverse impacts, businesses offering services to animals,
18 including pet grooming services, require special limitations and minimum separation from other
19 businesses offering similar services; and

¹ Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words. Changes between first and second reading are indicated with highlighted ~~double strikethrough~~ and double underline.

20 **WHEREAS**, on December 8, 2020, the Town Commission directed staff to evaluate and
21 prepare an ordinance allowing pet grooming services as accessory to retail pet supplies; and

22 **WHEREAS**, the Town Commission held its first public hearing on _____, 2021 and
23 recommended approval of the proposed amendments to the Code of Ordinances having complied
24 with the notice requirements set forth in the Florida Statutes; and

25 **WHEREAS**, the Planning and Zoning Board, as the local planning agency for the Town, held
26 its hearing on the proposed amendment on _____, 2021 with due public notice and input;
27 and

28 **WHEREAS**, the Town Commission has conducted a second duly noticed public hearing on
29 these regulations as required by law on _____, 2021 and further finds the proposed
30 change to the Code necessary and in the best interest of the community.

31
32 **NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE**
33 **TOWN OF SURFSIDE, FLORIDA¹:**

34
35 **Section 1. Recitals.** The above Recitals are true and correct and are incorporated herein by
36 this reference:

37
38 **Section 2. Town Code Amended.** Section 90-41. – “Regulated Uses” of the Surfside Town
39 Code of Ordinances is hereby amended and shall read as follows¹:

40 **Sec. 90-41. Regulated uses.**

41 * * *

42 (c) Table—Regulated uses.

43 * * *

44

Accessory uses	H30A	H30B	H30C	H40	H120	SD-B40
Boat docks + moorings	P(2)	-		-	-	-
Game courts	P(2)	P(2)	P(2)	P(2)	P(2)	-
Home Bar-B-Q grills	P(2)	P(2)	P(2)	P(2)	P(2)	-

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Laundry/service rooms	-	-	P(5)	P(5)	P(5)	-
Office spaces	-	-		P(3)	P(3)	-
Recreational rooms	-	-	P(4)	P(4)	P(4)	-
Swimming pools	P(2)	P(2)	P(2)	P(2)	P(2)	-
Hotel Swimming pools	-	-	CU(2)	CU(2)	CU(2)	-
Vending machines	-	-	P(6)	P(6)	P(6)	-
Bar	-	-	-	-	CU(2)	P
Outdoor dining facilities	-	-	-	CU	CU	-
Electric Vehicle Charging Station	P(27)	P(27)	P(28)	P(28)	P(28)	P(29)
<u>Pet Grooming</u>						<u>P(35)</u>

45 Key: P: Permitted Blank: Not Permitted (#): Refer to Notes CU: Conditional Use

46 (d) *Uses table notes.*

47 * * *

48 (35) Pet grooming may be permitted as accessory to pet supplies provided:

- 49 a. Animals shall be walked on the premises in an enclosed area and all waste shall
50 be disposed of immediately.
- 51 b. No overnight boarding shall be permitted.
- 52 c. Soundproofing shall be required and the noise outside the building shall not
53 exceed that of average daily traffic measured at the lot line.
- 54 d. No malodor shall be perceptible at the boundary of the premises.
- 55 e. Pet sales or pet adoption services are prohibited.
- 56 f. There shall be a minimum distance separation of ~~850~~ 1,200 feet between pet
57 supplies stores offering pet grooming and 400 feet between a pet supplies store
58 offering pet grooming services and a veterinary office offering pet grooming
59 services.

60 **Section 3. Severability.** If any section, sentence, clause or phrase of this ordinance is held
61 to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in
62 no way affect the validity of the remaining portions of this Ordinance.

¹ Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words. Changes between first and second reading are indicated with highlighted double strikethrough and double underline.

63 **Section 4. Inclusion in the Code.** It is the intention of the Town Commission, and it is hereby
64 ordained that the provisions of this Ordinance shall become and made a part of the Town of Surfside
65 Code of Ordinances, that the sections of this Ordinance may be renumbered or re-lettered to
66 accomplish such intentions; and the word "Ordinance" may be changed to "Section" or other
67 appropriate word.

68
69 **Section 5. Conflicts.** Any and all Ordinances and Resolutions or parts of Ordinances or
70 Resolutions in conflict herewith are hereby repealed.

71
72 **Section 6. Effective Date.** This ordinance shall become effective upon adoption.

73
74 **PASSED** and **ADOPTED** on first reading this ___ day of January, 2021.

75
76 **PASSED** and **ADOPTED** on second reading this _____ day of _____, 2021.

77
78
79 On Final Reading Moved by: _____

80
81 On Final Reading Second by: _____

82
83 **First Reading:**
84 Motion by: _____
85 Second by: _____

86
87
88 **Second Reading:**
89 Motion by: _____
90 Second by: _____

91
92
93 **FINAL VOTE ON ADOPTION**
94 Commissioner Charles Kesl _____
95 Commissioner Eliana R. Salzhauer _____
96 Commissioner Nelly Velasquez _____
97 Vice Mayor Tina Paul _____
98 Mayor Charles W. Burkett _____

99
100
101
102
103 _____

¹ Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words. Changes between first and second reading are indicated with highlighted ~~double strikethrough~~ and double underline.

Charles W. Burkett
Mayor

ATTEST:

Sandra N. McCready, MMC
Town Clerk

**APPROVED AS TO FORM AND LEGALITY FOR THE USE
AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:**

Weiss Serota Helfman Cole & Bierman, P.L.
Town Attorney

¹ Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words. Changes between first and second reading are indicated with highlighted ~~double strikethrough~~ and double underline.



MEMORANDUM

ITEM NO. 5A

To: Honorable Mayor, Vice-Mayor and Members of the Town Commission
From: Andrew Hyatt, Town Manager
Date: February 9, 2021
Subject: Legislative Priorities

Attachment A to the resolution outlines a list of legislative priorities to be submitted to the Town's lobbyist Gomez Barker Associates/Converge Government Affairs.

No budgetary requirement.

No impact to staff.

Seeking Town Commission direction on this list and to authorize the Town's lobbyist to act on behalf of the Town on these matters during the upcoming

RESOLUTION NO. 2021- ____

A RESOLUTION OF THE MAYOR AND TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING STATE LEGISLATIVE PRIORITIES FOR 2021; AUTHORIZING THE TOWN MANAGER AND TOWN OFFICIALS TO IMPLEMENT THE LEGISLATIVE PRIORITIES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the 2021 session of the Florida Legislature will begin on March 2, 2021, with Legislative committee meetings considering bills and budget allocation for 2021; and

WHEREAS, the Mayor and Town Commission of the Town of Surfside (the “Town”) wish for the Town to support State legislative policies beneficial to the Town and its residents and businesses and to advocate for the funding, in whole or in part, of the Town’s programs, projects and initiatives with State funds; and

WHEREAS, the Town Commission wishes to make known and advance the Legislative Priorities for 2021 for the State Legislative Session, which are attached hereto as Exhibit “A” and incorporated herein by reference; and

WHEREAS, the Town Commission finds that approval of the Legislative Priorities for 2021 is in the best interest of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are true and correct and incorporated into this Resolution by this reference.

Section 2. Approval of Legislative Priorities for 2021. The Legislative Priorities for 2021, as attached to this Resolution as Exhibit “A”, are hereby approved.

Section 3. Authorization of Town Officials. The Town Manager and appropriate

Town Officials are authorized to support and implement the Legislative Priorities for 2021 on behalf of the Town. The Town Manager, Town Officials and the Town Attorney are authorized to take all actions necessary to implement the Legislative Priorities for 2021, including transmittal as necessary to the Florida Legislature.

Section 4. **Effective Date.** This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 9th day of February, 2021.

CHARLES W. BURKETT, MAYOR

ATTEST:

SANDRA MCCREADY, CMC, TOWN CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

TOWN ATTORNEY

Motion By: _____

Second By: _____

FINAL VOTE ON ADOPTION:

Commissioner Charles Kesl _____

Commissioner Eliana R. Salzhauer _____

Commissioner Nelly Velasquez _____

Vice Mayor Tina Paul _____

Mayor Charles W. Burkett _____



Legislative Priorities for 2021

1. FAA NextGen Metroplex flight paths - request reversal of this plan, it has been implemented with negative effects on quality of life. It seems the FAA has not considered the increase of air traffic in our area due to Opa-Locka Airport in addition to their Metroplex plan.
2. Infrastructure funding for Collins Avenue water main.
3. Transportation funding related to traffic calming and mitigation. Walkability initiatives, crosswalks, signalization, street lighting, etc. Creation of bike/ walking paths.
4. Public Service Commission assistance with undergrounding utilities. FPL has identified lateral lines to be placed underground in a 30-year plan. Request assistance to achieve this goal in a shorter time frame.
5. Legislation to ban single use plastics and plastic bags in all coastal communities.
6. Clean Water and Everglades restoration. Stricter fines for waste dumping in waterways.
7. Protection of Coral Reefs and Ecosystems.
8. Maintain ability to regulate Short Term Rentals.
9. Support for Solar installation at all municipal buildings and public facilities.
10. Surfside Revolving Loan - loan forgiveness/ rate modification for water/sewer projects.
11. Resiliency & Sustainability – funding for raising homes and other initiatives, including infrastructure improvements, designed to mitigate sea level rise, climate change and environmental impacts.
12. Home Rule – protection and defense of municipal home rule powers secured to municipalities by the Constitution and Ch. 166, F.S., and opposing generally constitutional or statutory legislation proposed to expressly limit the exercise of such powers.



MEMORANDUM

ITEM NO. 5B

To: Honorable Mayor, Vice-Mayor, and Members of the Town Commission
From: Andrew Hyatt, Town Manager
Date: February 9, 2021
Subject: RFQ No. 2020-06 Continuing Engineering Services

Calvin Giordano Associates (CGA) currently provides Continuing Engineering Services to the Town of Surfside. These services include but are not limited to, Geographic Information Systems (GIS) management, National Pollution Discharge Elimination System (NPDES) data collection and reporting, water and sewer data collection and reporting, and general engineering consulting services (GEC).

A Request for Qualifications (RFQ) was issued to procure a pool of engineering firms. Based on a review of the many specialties that Town may require and to provide more than one firm capable of provided the service, the top eight (8) firms were recommended to receive contracts. This will allow the Town to utilize different firms for various services on a as-needed basis.

At the December 8, 2020 Town Commission meeting, Town Administration was authorized to enter into contract negotiations with the top eight firms listed below:

- KCI Technologies
- The Corradino Group
- Keith and Associates
- Kimley-Horn Associates
- CAP Government
- Alvarez Engineers
- Nova Consulting
- 300 Engineering Group

It is anticipated that an authorization to expend will be brought to the next Commission meeting for approval for expenditures over \$25,000 per fiscal year and/or for ongoing retainer-type services. Town Administration expects to return with three retainers 1) Water & Sewer; 2) Stormwater; 3) GIS. General Engineering services will be on a time and materials basis. All tasks costing more than \$25,000 will return for Commission approval. Examples of this would be the transportation study to close Byron/Bay at 96th Street and a stormwater master plan.

Town Administration is requesting authorization to contract with the top eight firms as listed above.

Reviewed by: RS/HG

Prepared by: JG

RESOLUTION NO. 2021-_____

A RESOLUTION OF THE MAYOR AND THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING THE CONTINUING SERVICES AGREEMENT WITH KCI TECHNOLOGIES, INC. FOR PROFESSIONAL ENGINEERING SERVICES; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE CONTINUING SERVICES AGREEMENT; AUTHORIZING THE TOWN MANAGER AND TOWN OFFICIALS TO TAKE ALL ACTION NECESSARY TO IMPLEMENT THE CONTINUING SERVICES AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 287.055, Florida Statutes (“CCNA”), on August 3, 2020, the Town of Surfside (the “Town”) issued Request for Qualifications (RFQ) No. 2020-06 requesting qualifications from professional engineering firms that could provide various engineering services for the Town’s projects and assignments (the “Services”); and

WHEREAS, in accordance with the RFQ, the Evaluation Committee evaluated, ranked and scored all proposals received, and recommended that the first tier or top eight (8) ranked firms be qualified to provide the Services and eligible for award at this time of a Continuing Services Agreement for the Services; and

WHEREAS, on December 8, 2020, the Town Commission adopted Resolution No. 2747 approving the rankings and recommendations of the Evaluation Committee as to qualified firms and authorizing negotiations for award of a Continuing Services Agreements to first tier or top eight (8) ranked and qualified firms for the Services; and

WHEREAS, KCI Technologies, Inc., is one of the firms qualified to perform the Services and has agreed to provide the following services, specifically: civil engineering (general);

communications; electrical; environmental; mechanical (all); solid waste; stormwater; structural; transportation; and water and sewer (utilities) (W&S); and

WHEREAS, the Town Commission finds that approval of the Continuing Services Agreement between the Town and KCI Technologies, Inc. for the Services, substantially in the form attached hereto as Exhibit “A,” is in the best interest of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are true and correct and incorporated into this Resolution by this reference.

Section 2. Approval of Continuing Services Agreement. The Continuing Services Agreement for professional engineering services between the Town and KCI Technologies, Inc., in substantially the form attached hereto as Exhibit “A,” together with such non-material changes as may be acceptable as to form and legality by the Town Attorney, is approved.

Section 3. Authorization to Execute Continuing Services Agreement. The Town Manager is authorized to execute the Continuing Services Agreement with KCI Technologies, Inc. on behalf of the Town, and to execute any documents or amendments related thereto, subject to the approval as to form and legality by the Town Attorney.

Section 4. Implementation by Town Officials. The Town Manager and/or Town Officials are authorized to take all action necessary to implement the terms and conditions of the Continuing Services Agreement and this Resolution.

Section 5. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 9th day of February, 2021.

Motion By: _____

Second By: _____

FINAL VOTE ON ADOPTION:

Commissioner Charles Kesl _____

Commissioner Eliana R. Salzhauer _____

Commissioner Nelly Velasquez _____

Vice Mayor Tina Paul _____

Mayor Charles W. Burkett _____

Charles W. Burkett, Mayor

ATTEST:

Sandra McCready, MMC, Town Clerk

**APPROVED AS TO FORM AND LEGALITY FOR THE USE
AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:**

Weiss Serota Helfman Cole & Bierman, P.L.
Town Attorney

TOWN OF SURFSIDE, FLORIDA
CONTINUING SERVICES AGREEMENT
PROFESSIONAL ENGINEERING SERVICES



The Town of Surfside Commission:

Mayor Charles W. Burkett
Vice Mayor Tina Paul
Commissioner Charles Kesl
Commissioner Elianna Salzhauer
Commissioner Nelly Velasquez

Town of Surfside
9293 Harding Ave
Surfside, FL 33154

CONTINUING SERVICES AGREEMENT

Between

TOWN OF SURFSIDE, FLORIDA

And

KCI TECHNOLOGIES, INC.

THIS CONTINUING SERVICES AGREEMENT is made between **TOWN OF SURFSIDE, FLORIDA**, a Florida municipal corporation (hereinafter referred to as the “Town”) and **KCI TECHNOLOGIES, INC.**, a Delaware corporation authorized to do business in the State of Florida (hereinafter referred to as the “Consultant”), whose principal place of business is 4041 Crescent Park Drive, Tampa, Florida 33578.

WHEREAS, pursuant to Section 287.055, Florida Statutes, on August 3, 2020, the Town issued Request For Qualifications (RFQ) No. 2020-06 requesting qualifications from professional engineering firms and selected the Consultant to provide professional engineering services with respect to various Town projects and assignments (“Services”); and

WHEREAS, the Consultant is willing and able to perform such Services for the Town in accordance with the terms and conditions set forth in this Agreement (hereinafter referred to as this “Continuing Services Agreement” or this “Agreement”); and

WHEREAS, the purpose of this Continuing Services Agreement is not to authorize the Consultant to perform a specific project, but to set forth certain terms and conditions which shall govern and be incorporated into subsequent supplemental agreements or work orders for specific projects or services when required.

NOW THEREFORE, in consideration of the mutual terms, conditions, promises and covenants set forth below, the Town and Consultant agree as follows:

SECTION 1. DEFINITIONS

The following definitions and references are given for interpreting the terms as used in this Agreement and apply unless the context indicates a different meaning:

1.1 **Compensation:** The total amount paid by the Town for the Consultant’s professional services for a specific project, exclusive of reimbursable expenses.

1.2 **Reimbursable Expenses:** The direct non-salary expenses directly attributable to the Project. Reimbursable expenses include long-distance communications, application and permit fees paid for securing approval of authorities having jurisdiction over the Specific Project;

actual cost of reproduction, printing, binding, and photocopying of drawings, specifications, renderings and other documents; postage; travel expenses; and subconsultant's fees.

1.3 **Specific Project Agreement or Project Agreement:** A purchase order or specific agreement to provide services for a particular Project, substantially in the form attached hereto and incorporated herein by reference as Exhibit "A."

1.4 **Subconsultant Fee:** The direct and actual cost of the Subconsultant with no markup, as reflected by actual invoices of the Subconsultant.

1.5 **Travel Expenses:** One-half Consultant's hourly rate as indicated on Exhibit "B", meals and lodging expenses incurred directly for the specific project for travel outside of Miami-Dade and Broward Counties. No travel expenses or overnight travel outside of Miami-Dade and Broward Counties shall be reimbursed unless Consultant has secured advance written authorization for such travel from the Town Manager or his designee.

SECTION 2. SPECIFIC PROJECTS/SCOPE OF SERVICES

2.1 In accordance with the Consultants' Competitive Negotiation Act (Section 287.055, Florida Statutes), the Consultant shall be eligible to provide professional services listed under Exhibit "C," which is attached hereto and incorporated by reference, for Specific Projects authorized from time to time by the Town Commission and/or Town Manager pursuant to subsection 2.6 (hereinafter, the "Specific Project" or the "Project"). The Town intends to retain and may retain more than one (1) firm, if possible and as necessary, that is qualified to perform professional services for Specific Projects, which may include, without limitation: professional engineering services listed under Exhibit "C," program management services, and construction management.

2.2 When the need for services for a Specific Project occurs, the Town Manager or his designee may, enter into negotiations with the Consultant for that Specific Project under the terms and conditions of this Agreement. The Town shall initiate said negotiations by providing the Consultant with a "Scope of Services Request," requesting from the Consultant a proposal to provide professional services for the Specific Project. The Consultant shall prepare a proposal which includes those subjects specified in subsection 2.3 (a) through (g). The Town Manager or his designee and Consultant shall negotiate the terms of the Specific Project in accordance with the provisions of Subsection 2.3.

2.3 The Town and Consultant shall utilize as the agreement for each Specific Project, a Purchase Order or standard Project Agreement ("Project Agreement") in substantially the form attached hereto and incorporated herein as Exhibit "A." Each supplemental purchase order or agreement for a Specific Project will, by mutual agreement, set forth, among other things, the following:

- a. The Scope of Services;

- b. The Deliverables;
- c. The Time and Schedule of Performance and Term;
- d. The amount of Compensation setting forth whether the Town agrees to pay Consultant a lump sum fee as compensation for the services, or hourly based on approved rates up to a maximum amount not to be exceeded;
- e. The Personnel assigned to the Specific Project;
- f. Any additional contractual requirements of Section 287.055, Florida Statutes, for consultant agreements; and
- g. Any modifications to the Project Agreement, if mutually agreed upon by the parties.

2.4 If the Town Manager determines that the Consultant's services in its capacity as architectural and/or engineering consultant for a particular project are needed on an hourly basis, in lieu of a lump sum compensation package, the Consultant shall charge the Town for professional services at those hourly fees as specified in Exhibit "B." The Project Agreement shall specify that the Consultant's services shall be provided on an hourly basis with a maximum amount of compensation that may not be exceeded without additional approval.

2.5 Commencing with the fourth year term of this Agreement or on or after the anniversary date of this Agreement (February, ____, 2024), the Consultant's hourly fees/rates set forth in Exhibit "B" shall be subject to CPI adjustment annually effective on the anniversary date of the Agreement and annually thereafter. Fees/Rates shall be increased each year thereafter by the same percentage by which the Revised Consumer Price Index U.S. City Average for All Urban Consumers All Items, 1982-84 ("CPI") shall have increased since the previous year of this Agreement. After consultation and agreement with the Town Manager as to any adjustment to the Fees/Rates, Consultant shall provide an updated Fee/Rates Schedule to be attached as Exhibit "B" to the Agreement commencing with fourth year term and annually thereafter.

2.6 The professional services to be rendered by the Consultant shall commence subsequent to the execution of each Project Agreement. Performance of services by Consultant prior to execution of a Project Agreement shall be at Consultant's sole risk.

2.6 The Town Manager is authorized to negotiate and execute a Project Agreement for Projects in which the Consultant's services do not exceed \$25,000.00 for the fiscal year.

2.7 The Contract Documents for each Specific Project shall incorporate this Continuing Services Agreement. In the event that any of the terms or conditions of this Agreement conflict with the Project Agreement, the provisions of the Project Agreement shall govern and apply.

SECTION 3. TERM/TERMINATION

3.1 **Term of Agreement/Contract Time.** This Agreement shall commence on the date this instrument is fully executed by all parties (“Commencement Date”) and shall continue in full force and effect, unless and until terminated pursuant to Section 3.2, 3.5, 3.6, or other applicable sections of this Agreement.

3.2 **Termination For Convenience.** This Continuing Services Agreement may be terminated by the Town for convenience upon thirty (30) calendar days written notice to the Consultant.

3.3 **Non-Exclusive Agreement.** Notwithstanding the provisions of Subsection 3.1, the Town Manager or his designee may issue request for qualifications, requests for proposals, or other similar procurement documents for this professional discipline at any time and may utilize the services of any other consultants retained by the Town under similar continuing services agreements. Nothing in this Agreement shall be construed to give the Consultant a right to perform services for a Specific Project.

3.4 **Term of Project Agreement/Contract Time.** Each Project Agreement shall commence on the date the instrument is fully executed by all parties (“Commencement Date of Project Agreement”) and shall specify the period of service or Contract Time agreed to by the Town and Consultant for services to be rendered under said Project Agreement, unless otherwise terminated pursuant to this Section. The Town Manager, in his sole discretion, may extend the Term of a Project Agreement through written notification to Consultant. Such extension shall not exceed ninety (90) days. No further extensions of the Project Agreement shall be effective unless authorized by the Town Commission. Upon the Commencement Date of the Project Agreement, the Consultant shall commence services to the Town, and shall continuously perform services to the Town, without interruption, in accordance with the Term and time frames set forth in the “Project Schedule” included therein. The number of calendar days from the Commencement Date of the Project Agreement, through the date set forth in the Project Schedule for completion of the Project or the date of actual completion of the Project, whichever shall last occur, shall constitute the Contract Time.

3.5 **Termination For Cause; Project Agreement.** A Project Agreement may be terminated by either party upon five (5) calendar days written notice to the other party should the other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event that Consultant abandons a Project Agreement or causes it to be terminated by the Town, the Consultant shall indemnify the Town against any loss pertaining to this termination. In the event that the Consultant is terminated by the Town for cause and it is subsequently determined by a court by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 3.6 of this Agreement and the provision of Section 3.6 shall apply.

3.6 **Termination For Convenience; Project Agreement.** A Project Agreement may be terminated by the Town for convenience upon fourteen (14) calendar days’ written notice to

the Consultant. In the event of termination, the Consultant shall incur no further obligations in connection with the Project and shall, to the extent possible, terminate any outstanding subconsultant obligations. The Consultant shall be compensated for all services performed to the satisfaction of the Town and for reimbursable expenses incurred prior to the date of termination. The Consultant shall promptly submit its invoice for final payment and reimbursement and the invoice shall comply with the provisions of this Agreement and the Project Agreement for payment. Under no circumstances shall the Town make any payment to the Consultant for services which have not been performed or performed subsequent to the termination date.

3.7 **Assignment upon Termination.** Upon termination of a Project Agreement, a copy of all of the Consultant's work product shall become the property of the Town and the Consultant shall, within ten (10) working days of receipt of written direction from the Town, transfer to either the Town or its authorized designee, a copy of all work product in its possession, including but not limited to designs, plans, specifications, drawings, studies, reports and all other documents and data in the possession of the Consultant pertaining to this Project Agreement. Further, upon the Town's request, the Consultant shall assign its rights, title and interest under any subcontractor's agreements to the Town.

3.8 **Suspension for Convenience.** The Town shall have the right at any time to direct the Consultant to suspend its performance of a Specific Project, or any designated part thereof, for any reason whatsoever or without reason, for a cumulative period of up to thirty (30) calendar days. If any such suspension is directed by the Town, the Consultant shall immediately comply with same. In the event the Town directs a suspension of performance as provided for herein through no fault of the Consultant, the Town shall pay to the Consultant its reasonable costs, actually incurred and paid, of demobilization and remobilization, as full

SECTION 4. ADDITIONAL SERVICES AND CHANGES IN SCOPE OF SERVICES

4.1 **Changes Permitted.** Changes in the Scope of Services of a Project Agreement consisting of additions, deletions, revisions, or any combination thereof, may be ordered by the Town by Change Order without invalidating the Project Agreement.

4.2 **Change Order Defined.** Change Order shall mean a written order to the Consultant executed by the Town, issued after execution of a Project Agreement, authorizing and directing a change in the Scope of Services or an adjustment in the Contract Price or the Contract Time, or any combination thereof. The Contract Price and/or the Contract Time may be changed only by Change Order.

4.3 **Effect of Executed Change Order.** The execution of a Change Order by the Town and the Consultant shall constitute conclusive evidence of the Consultant's agreement to the ordered changes in the Scope of Services or an adjustment in the Contract Price or the Contract Time, or any combination thereof. The Consultant, by executing the Change Order, waives and forever releases any claim against the Town for additional time or compensation for matters relating to or arising out of or resulting from the Services included within or affected by the executed Change Order.

SECTION 5. BILLING AND PAYMENTS TO THE CONSULTANT.

5.1 **Lump Sum Compensation and Reimbursable Expenses.** Pursuant to a Project Agreement, Consultant shall submit invoices which are identified by the specific project number on a monthly basis in a timely manner. These invoices shall identify the Project, the nature of the work performed, the phase of work, the payment due, and the estimated percent of work accomplished in accordance with the approved Payment Schedule set forth in the Project Agreement. If compensation is based on hourly rates, invoices shall also identify the name and title of personnel who performed the work with applicable hourly rates. Invoices for each phase shall not exceed amounts allocated to each phase of the Project plus reimbursable expenses accrued during each phase. All requests for reimbursable expenses payment must be accompanied with relevant documentation which substantiates the cost. The statement shall show a summary of fees with accrual of the total and credits for portions previously paid by the Town. The Town shall pay Consultant within forty-five (45) calendar days of approval by the Town Manager or his designee of any invoices submitted by Consultant to the Town.

5.2 **Disputed Invoices.** In the event that all or a portion of an invoice submitted to the Town for payment to the Consultant pursuant to a Project Agreement is disputed, or additional backup documentation is required, the Town shall notify the Consultant within fifteen (15) working days of receipt of the invoice of such objection, modification or additional documentation request. The Consultant shall provide the Town with additional backup documentation within five (5) working days of the date of the Town's notice. The Town may request additional information, including but not limited to, all invoices, time records, expense records, accounting records, and payment records of the Consultant. The Town, at its sole discretion, may pay to the Consultant the undisputed portion of the invoice. The parties shall endeavor to resolve the dispute in a mutually agreeable fashion.

5.3 **Suspension of Payment.** In the event that the Town becomes credibly informed that any representations or invoices of the Consultant, provided pursuant to this Agreement and/or any Project Agreement, are wholly or partially inaccurate, or in the event that the Consultant is not in compliance with any term or condition of this Agreement and/or a Project Agreement, the Town may withhold payment of sums then or in the future otherwise due to the Consultant until the inaccuracy, or other breach of this Agreement and/or the Project Agreement, and the cause thereof, is corrected to the Town's reasonable satisfaction.

5.5 **Final Payment.** Submission of the Consultant's invoice for final payment and reimbursement shall constitute the Consultant's representation to the Town that, upon receipt from the Town of the amount invoiced, all obligations of the Consultant to others, including its consultants, incurred in connection with the Project, shall be paid in full. The Consultant shall deliver to the Town all documents requested by the Town evidencing payments to any and all subcontractors, and all final specifications, plans, or other documents as dictated in the Scope of Services and Deliverable. Acceptance of final payment shall constitute a waiver of any and all claims against the Town by the Consultant.

SECTION 6. SURVIVAL OF PROVISIONS

6.1 Any terms or conditions of either this Agreement or any subsequent Project Agreement that require acts beyond the date of the term of either agreement, shall survive termination of the agreements, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

SECTION 7. TOWN’S RESPONSIBILITIES

7.1 Assist Consultant by placing at its disposal all available information as may be requested in writing by the Consultant and allow reasonable access to all pertinent information relating to the services to be performed by Consultant.

7.2 Furnish to Consultant, at the Consultant’s written request, all available maps, plans, existing studies, reports and other data pertinent to the services to be provided by Consultant, in possession of the Town.

7.3 Arrange for access to and make all provisions for Consultant to enter upon public property as required for Consultant to perform services.

SECTION 8. CODE OF ETHICS

8.1 The code of ethics of the Florida Engineering Society shall be incorporated in this Agreement by this reference.

8.2 Consultant warrants and represents that its employees shall abide by the Code of Ethics for Public Officers and Employees, Chapter 112, Florida Statutes, Miami-Dade County’s Code of Ethics and the Town’s Ethics Code.

SECTION 9. COMPLIANCE WITH LAWS; POLICY OF NON-DISCRIMINATION/WAGES; LICENSES AND PERMITS

9.1 The Consultant shall comply with all federal, state and Town and local laws and ordinances applicable to the services or work or payment for such work and shall not discriminate on the grounds of race, color, religion, sex, age, marital status, national origin, physical or mental disability in the performance of work under this Agreement.

9.2 If the Project is subject to federal and grant funding that requires specific wage and non-discrimination provisions, Consultant shall be required to comply with the same.

9.3 The Consultant shall at all times during the term of this Agreement and any Specific Project Agreement maintain in good standing all licenses, certifications and permits required under applicable federal, state and local laws and regulations for performance of the work or services.

SECTION 10. OWNERSHIP OF DOCUMENTS/DELIVERABLES

10.1 All finished or unfinished documents, including but not limited to, detailed reports, studies, plans, drawings, surveys, maps, models, photographs, specifications, digital files, and all other data prepared for the Town or furnished by the Consultant pursuant to any Project Agreement, shall become the property of the Town, whether the Project for which they are made is completed or not, and shall be delivered by Consultant to the Town within five (5) calendar days after receipt of written notice requesting delivery of said documents or digital files. The Consultant shall have the right to keep one record set of the documents upon completion of the Project, however, in no event shall the Consultant, without the Town’s prior written authorization, use, or permit to be used, any of the documents except for client or educational presentations or seminar use.

10.2 All subcontracts for the preparation of reports, studies, plans, drawings, specifications, digital files or other data, entered into by the Consultant for each Specific Project shall provide that all such documents and rights obtained by virtue of such contracts shall become the property of the Town.

10.3 All final plans and documents prepared by the Consultant shall bear the endorsement and seal of a person duly registered as a Professional Engineer, Architect, Landscape Architect, Professional Geologist, or Land Surveyor, as appropriate, in the State of Florida and date approved and/or sealed.

10.4 All deliverables should be provided in electronic format to the Town. Drawings should be provided in CADD and written documentation should be provided in Microsoft Word.

SECTION 11. PUBLIC RECORDS ACT COMPLIANCE

11.1 Consultant acknowledges Consultant agrees to keep and maintain public records in Consultant possession or control in connection with Consultant’s performance under this Agreement. Consultant additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Consultant shall 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 Agreement, and following completion of the Agreement until the records are transferred to the Town.

11.2 Upon request from the Town custodian of public records, Consultant shall provide the Town 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 by Chapter 119, Florida Statutes, or as otherwise provided by law.

11.3 Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the Town.

11.4 Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Consultant shall be delivered by the Consultant to the Town Manager, at no cost to the Town, within seven (7) days. All such records stored electronically by Consultant shall be delivered to the Town in a format that is compatible with the Town's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Consultant shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

11.5 Any compensation due to Consultant shall be withheld until all records are received as provided herein.

11.6 Consultant's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Town.

Section 119.0701(2)(a), Florida Statutes

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.

Custodian of Records:	SANDRA MCCREADY, MMC TOWN CLERK
Mailing Address:	9293 Harding Avenue, Surfside, FL 33154
Telephone Number:	(305) 861-4863
Email:	smccready@townofsurfside.gov

SECTION 12. NO CONTINGENT FEE

12.1 Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. In the event the Consultant violates this provision, the Town shall have the right to terminate this Agreement or any Project Agreement, without liability, and at its sole discretion, to deduct from the Contract Price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

SECTION 13. INDEPENDENT CONTRACTOR

13.1 The Consultant is an independent contractor under this Agreement and any Project Agreements. Personal services provided by the Consultant shall be by employees of the Consultant and subject to supervision by the Consultant, and not as officers, employees, or

agents of the Town, Personnel policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services or work rendered under this Agreement or any Project Agreements shall be those of the Consultant.

SECTION 14. ASSIGNMENT; AMENDMENTS

14.1 This Agreement shall not be assigned, transferred or otherwise encumbered, under any circumstances, by Consultant, without the prior written consent of the Town.

14.2 No modification, amendment or alteration in the terms or conditions of this Agreement shall be effective unless contained in a written document executed with the same formality as this Agreement.

SECTION 15. INDEMNIFICATION/HOLD HARMLESS

15.1 Pursuant to Section 725.08, Florida Statutes, the Consultant shall indemnify and hold harmless the Town and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees at all trial and appellate levels, to the extent such liabilities, damages, losses, and costs are caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant or any persons employed or utilized by the Consultant in the performance of this Agreement or any Project Agreement.

SECTION 16. INSURANCE

The Consultant shall secure and maintain throughout the duration of this Agreement and any Project Agreement, insurance of such type and in such amounts necessary to protect its interest and the interest of the Town against hazards or risks of loss as specified below. The underwriter of such insurance shall be qualified to do business in Florida and have agents upon whom service of process may be made in the State of Florida. The insurance coverage shall be primary insurance with respect to the Town, its officials, employees, agents and volunteers. Any insurance maintained by the Town shall be in excess of the Consultant's insurance and shall not contribute to the Consultant's insurance. The Town may from time to time review existing insurance coverages and limits and require CONSULANT to add coverages, increase limits or amend insurance policies. The insurance coverages shall include at a minimum:

16.1 **Worker's Compensation and Employer's Liability Insurance:** Coverage to apply for all employees for Statutory Limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000.00 each accident.

16.2 **Comprehensive Automobile and Vehicle Liability Insurance:** This insurance shall be written in comprehensive form and shall protect the Consultant and the Town against claims for injuries to members of the public and/or damages to property of others arising from the Consultant's use of motor vehicles or any other equipment and shall cover operation with

respect to onsite and offsite operations and insurance coverage shall extend to any motor vehicles or other equipment irrespective of whether the same is owned, non-owned, or hired. The limit of liability shall not be less than \$1,000,000.00 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsement, as filed by the Insurance Services Office.

16.3 **Commercial General Liability.** This insurance shall be written in comprehensive form and shall protect the Consultant and the Town against claims arising from injuries to members of the public or damage to property of others arising out of any act or omission to act of the Consultant or any of its agents, employees, or subcontractors. The limit of liability shall not be less than \$1,000,000.00 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability.

(a) Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include: (1) Premises and/or Operations; (2) Independent contractors and Products and/or completed Operations; (3) Broad Form Property Damage, Personal Injury and a Contractual Liability Endorsement, including any hold harmless and/or indemnification agreement.

(b) The Town is to be specifically included as an Additional Insured for the liability of the Town resulting from services or work performed by or on behalf of Consultant in performance of this or any Project Agreement. Consultant's insurance, including that applicable to the Town as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Town shall be in excess of and shall not contribute to Consultant's insurance. Consultant's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured in the same manner as if separate policies had been issued to each.

16.4 **Professional Liability:** The Consultant shall furnish professional liability errors and omissions insurance coverage in an amount not less than \$2,000,000.00 with a maximum deductible of \$25,000.00 per claim. The Consultant shall be responsible for maintaining this professional liability insurance for a minimum of five (5) years from the date of execution of each Project Agreement. Upon request of the Town, the Consultant shall make available for inspection copies of any claims filed or made against the policy during the policy term. The Consultant shall additionally notify the Town, in writing, within thirty (30) calendar days of any claims filed or made against this policy in excess of \$25,000.00 during the policy term.

16.5 **Certificate of Insurance:** Prior to the execution of this Agreement, Consultant shall provide the Town Manager with evidence of insurability from the Consultant's Insurance Carrier or a Certificate of Insurance. Prior to execution of any Project Agreement, the Consultant shall provide to the Town Manager, Certificates of Insurance evidencing the required insurance coverages. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and any Project Agreement and shall

state that such insurance is as required by this and any Project Agreement. The Town reserves the right to require the Consultant to provide a certified copy of such policies, upon written request by the Town. If a policy is due to expire prior to the completion of the services, renewal Certificates of Insurance or policies shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Town before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Town Manager.

16.6 All deductibles or self-insured retentions must be declared to and be approved by the Town Manager or his designee. The Consultant shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim. The Town Manager may require the Consultant, as a condition of execution of a particular Project Agreement, to provide a bond or other monetary consideration to cover the Consultant's deductible for Professional Liability Insurance.

SECTION 17. REPRESENTATIVE OF TOWN AND CONSULTANT

17.1 **Town Representative.** It is recognized that questions in the day-to-day conduct of this Agreement will arise. The Town designates the Town Manager or his designee, as the person to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed.

17.2 **Consultant's Representative.** Consultant shall inform the Town Representative, in writing, of the representative of the Consultant to whom all communications pertaining to the day-to-day conduct of this Agreement and Project Agreement shall be addressed.

SECTION 18. COST AND ATTORNEY'S FEES/WAIVER OF JURY TRIAL

18.1 If either the Town or Consultant is required to enforce the terms of this Agreement or any Project Agreement by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all costs, expenses, and attorney's fees, in any state or federal administrative, circuit court and appellate court proceedings.

18.2 In the event of any litigation arising out of this Agreement or any Project Agreement, each party hereby knowingly, irrevocably, voluntarily and intentionally waives its right to trial by jury.

SECTION 19. ALL PRIOR AGREEMENTS SUPERSEDED

19.1 This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained in this Agreement and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document.

Accordingly, it is agreed that no deviation from the terms of this Agreement shall be predicated upon any prior representations or agreements whether oral or written.

SECTION 20. CONSULTANT'S RESPONSIBILITIES

20.1 The Consultant and any and all drawings, plans, specifications, or other construction or contract documents prepared by the Consultant shall be accurate, coordinated and adequate for construction and shall comply with all applicable Town Codes, state and federal laws, rules and regulations.

20.2 The Consultant shall exercise the same degree of care, skill and diligence in the performance of the services for each Project Agreement as is ordinarily provided by a professional engineer, architect, landscape architect, surveyor or mapper under similar circumstances. If at any time during the term of any Project Agreement or the construction of the Project for which the Consultant has provided engineering or architectural services under a prior Project Agreement, it is determined that the Consultant's documents are incorrect, defective or fail to conform to the Scope of Services of the particular Project, upon written notification from the Town, the Consultant shall immediately proceed to correct the work, re-perform services which failed to satisfy the foregoing standard of care, and shall pay all costs and expenses associated with correcting said incorrect or defective work, including any additional testing, inspections, and construction and reimbursements to the Town for any other services and expenses made necessary thereby, save and except any costs and expenses which the Town would have otherwise paid absent the Consultant's error or omission. The Town's rights and remedies under this section are in addition to, and are cumulative of, any and all other rights and remedies provided by this Agreement, the Project Agreement, by law, equity or otherwise.

20.3 The Consultant's obligations under Paragraph 20.2 of this Agreement shall survive termination of this Agreement or any Project Agreement.

SECTION 21. SUBCONSULTANTS

21.1 In the event the Consultant requires the services of any Subconsultants or other professional associates in connection with services covered by any Project Agreement, the Consultant must secure the prior written approval of the Town Manager or his designee. The Consultant shall utilize his/her best efforts to utilize Subconsultants whose principal place of business is located within Miami-Dade County, Florida.

21.2 Any subcontract with a Subconsultant shall afford to the Consultant rights against the Subconsultant which correspond to those rights afforded to the Town against the Consultant herein, including but not limited to those rights of termination as set forth herein.

21.3 No reimbursement shall be made to the Consultant for any subconsultants that have not been previously approved by the Town for use by the Consultant.

SECTION 22. NOTICES

Whenever either party desires to give notice to the other, it must be given by hand delivery or written notice, sent by certified United States mail, with return receipt requested or a nationally recognized private mail delivery service, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

FOR CONSULTANT:

KCI Technologies, Inc.
Attention: Robert Zuccaro, P.E.
6500 North Andrews Avenue
Fort Lauderdale, Florida 33309
Telephone: (954) 776-1616

FOR TOWN:

Town of Surfside, Florida
Attention: Town Manager
9293 Harding Avenue
Surfside, Florida 33154
Telephone: (305) 861-4863

With a copy to:

Weiss Serota Helfman Cole & Bierman, P.L.,
Attention: Lillian M. Arango, Town Attorney
2525 Ponce De Leon Blvd., Suite 700
Coral Gables, Florida
Telephone: (305) 854-0800
Facsimile: (305) 854-2323

SECTION 23. TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Agreement by Consultant shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement or any Project Agreement are accurate, complete, and current at the time of contracting. Each Project Agreement's contract prices and any additions shall be adjusted to exclude any significant sums by which the Town determines the Project's contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such adjustments shall be made within one year following the end of each Project Agreement.

SECTION 24. CONSENT TO JURISDICTION

The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of relating to this Agreement or any Project Agreement. Venue of any action to enforce this Agreement or any Project Agreement shall be in Miami-Dade County, Florida.

SECTION 25. GOVERNING LAW

25.1 This Agreement and any Project Agreement shall be construed in accordance with and governed by the laws of the State of Florida.

25.2 The Consultant represents that it is not currently engaged in, and will not engage in, a boycott, as defined in Section 3-1.1 of the Town of Surfside Code of Ordinances.

SECTION 26. HEADINGS

Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.

SECTION 27. EXHIBITS

Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The Exhibits if not physically attached, should be treated as part of this Agreement, and are incorporated by reference.

SECTION 28. SEVERABILITY

If any provision of this Agreement or any Project Agreement or the application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

SECTION 29. COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute the same instrument.

SECTION 30. INCORPORATION OF TERMS AND CONDITONS OF CONTINUING SERVICE AGREEMENT INTO PROJECT AGREEMENTS.

30.1 Each Project Agreement shall incorporate the terms and conditions set forth in this Continuing Services Agreement between the parties as though fully set forth therein. In the

event that any terms or conditions of a Project Agreement conflict with this Continuing Services Agreement, the provisions of the specific Project Agreement shall prevail and apply.

**[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK. SIGNATURE PAGE
FOLLOWS.]**

IN WITNESS WHEREOF, the parties execute this Agreement on the respective dates under each signature: The Town, signing by and through its Town Manager, attested to by its Town Clerk, duly authorized to execute same and by Consultant by and through its _____, whose representative has been duly authorized to execute same through a resolution of the corporation or partnership.

TOWN:

ATTEST:

TOWN OF SURFSIDE, FLORIDA, a
Florida Municipal Corporation

TOWN CLERK

By: _____
Andrew Hyatt, Town Manager

Date: _____

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

TOWN ATTORNEY

CONSULTANT:
KCI TECHNOLOGIES, INC., a Delaware
corporation

By: _____

Name: _____

Title: _____

Date: _____

WITNESSES:

Print Name: _____

Print Name: _____

EXHIBIT “A”

**PROJECT AGREEMENT
[Purchase Order]**

Between

TOWN OF SURFSIDE, FLORIDA

And

KCI TECHNOLOGIES, INC.

for

Purchase Order No. ____

[INSERT NAME OF PROJECT]

EXHIBIT "B"

CONSULTANT'S FEES / HOURLY BILLING RATES

HOURLY RATE SCHEDULE

<u>JOB CLASSIFICATION</u>	<u>HOURLY RATE</u>
Project Assistant	\$70.00
Engineer-in-Training	\$105.00
Design Engineer	\$130.00
Senior Design Engineer	\$150.00
Project Engineer	\$160.00
Senior Project Engineer	\$180.00
Landscape Architect-in-Training	\$100.00
Landscape Architect	\$140.00
Planner Intern	\$70.00
Planner in Training	\$100.00
Project Planner	\$120.00
Senior Project Planner	\$180.00
Project Manager	\$160.00
Senior Project Manager	\$180.00
Practice Leader	\$200.00
Regional Practice Leader	\$225.00
Construction Inspector	\$85.00
Senior Construction Inspector	\$105.00
2 Person Survey Crew	\$140.00
3 Person Survey Crew	\$180.00
Laser Scan/Specialty Survey Crew	\$350.00
Survey CAD Technician	\$90.00
Survey Field Crew Supervisor	\$135.00
UAS Operator (Drone Pilot)	\$135.00
Surveyor	\$140.00
Senior Surveyor	\$180.00
Mobile Survey Analyst	\$135.00

EXHIBIT “C”

PROFESSIONAL ENGINEERING SERVICES PROVIDED

Consultant is qualified to provide the professional engineering services marked below with an “X” for the Town’s Specific Projects.

	Professional Engineering Services Categories	Qualification
1	AERIAL / LAND PHOTOGRAPHY	
2	SURVEY, GIS, TOPOGRAPHY	
3	ASBESTOS REMOVAL	
4	CHEMICAL ENGINEERING	
5	CIVIL ENGINEERING (GENERAL)	X
6	COMMUNICATIONS	X
7	ELECTRICAL	X
8	ARCHITECTURAL	
9	ENVIRONMENTAL	X
10	MECHANICAL (ALL)	X
11	SITE ASSESSMENT	X
12	SOLID WASTE	X
13	STORMWATER	X
14	STRUCTURAL	X
15	TRANSPORTATION	X
16	WATER AND SEWER (UTILITIES) (W&S)	X

RESOLUTION NO. 2021-_____

A RESOLUTION OF THE MAYOR AND THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING THE CONTINUING SERVICES AGREEMENT WITH THE CORRADINO GROUP, INC. FOR PROFESSIONAL ENGINEERING SERVICES; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE CONTINUING SERVICES AGREEMENT; AUTHORIZING THE TOWN MANAGER AND TOWN OFFICIALS TO TAKE ALL ACTION NECESSARY TO IMPLEMENT THE CONTINUING SERVICES AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 287.055, Florida Statutes (“CCNA”), on August 3, 2020, the Town of Surfside (the “Town”) issued Request for Qualifications (RFQ) No. 2020-06 requesting qualifications from professional engineering firms that could provide various engineering services for the Town’s projects and assignments (the “Services”); and

WHEREAS, in accordance with the RFQ, the Evaluation Committee evaluated, ranked and scored all proposals received, and recommended that the first tier or top eight (8) ranked firms be qualified to provide the Services and eligible for award at this time of a Continuing Services Agreement for the Services; and

WHEREAS, on December 8, 2020, the Town Commission adopted Resolution No. 2747 approving the rankings and recommendations of the Evaluation Committee as to qualified firms and authorizing negotiations for award of a Continuing Services Agreements to first tier or top eight (8) ranked and qualified firms for the Services; and

WHEREAS, The Corradino Group, Inc., is one of the firms qualified to perform the Services and has agreed to provide the following services specifically: aerial/land photography; survey, GIS, topography; civil engineering (general); communications; architectural;

environmental; site assessment; solid waste; stormwater; structural; transportation; and water and sewer utilities; and

WHEREAS, the Town Commission finds that approval of the Continuing Services Agreement between the Town and The Corradino Group, Inc. for the Services, substantially in the form attached hereto as Exhibit “A,” is in the best interest of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are true and correct and incorporated into this Resolution by this reference.

Section 2. Approval of Continuing Services Agreement. The Continuing Services Agreement for Professional Engineering Services between the Town and The Corradino Group, Inc., in substantially the form attached hereto as Exhibit “A,” together with such non-material changes as may be acceptable as to form and legality by the Town Attorney, is approved.

Section 3. Authorization to Execute Continuing Services Agreement. The Town Manager is authorized to execute the Continuing Services Agreement with The Corradino Group, Inc. on behalf of the Town, and to execute any documents or amendments related thereto, subject to the approval as to form and legality by the Town Attorney.

Section 4. Implementation by Town Officials. The Town Manager and/or Town Officials are authorized to take all action necessary to implement the terms and conditions of the Continuing Services Agreement and this Resolution.

Section 5. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 9th day of February, 2021.

Motion By: _____
Second By: _____

FINAL VOTE ON ADOPTION:

Commissioner Charles Kesl _____
Commissioner Eliana R. Salzhauer _____
Commissioner Nelly Velasquez _____
Vice Mayor Tina Paul _____
Mayor Charles W. Burkett _____

Charles W. Burkett, Mayor

ATTEST:

Sandra Novoa, MMC
Town Clerk

**APPROVED AS TO FORM AND LEGALITY FOR THE USE
AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:**

Weiss Serota Helfman Cole & Bierman, P.L.
Town Attorney

TOWN OF SURFSIDE, FLORIDA
CONTINUING SERVICES AGREEMENT
PROFESSIONAL ENGINEERING SERVICES



The Town of Surfside Commission:

Mayor Charles W. Burkett
Vice Mayor Tina Paul
Commissioner Charles Kesl
Commissioner Elianna Salzhauer
Commissioner Nelly Velasquez

Town of Surfside
9293 Harding Ave
Surfside, FL 33154

CONTINUING SERVICES AGREEMENT

Between

TOWN OF SURFSIDE, FLORIDA

And

THE CORRADINO GROUP, INC.

THIS CONTINUING SERVICES AGREEMENT is made between **TOWN OF SURFSIDE, FLORIDA**, a Florida municipal corporation (hereinafter referred to as the “Town”) and **THE CORRADINO GROUP, INC.**, a Kentucky corporation authorized to do business in the State of Florida (hereinafter referred to as the “Consultant”), whose principal place of business is 4055 NW 97th Avenue, Miami, Florida 33178.

WHEREAS, pursuant to Section 287.055, Florida Statutes, on August 3, 2020, the Town issued Request For Qualifications (RFQ) No. 2020-06 requesting qualifications from professional engineering firms and selected the Consultant to provide professional engineering services with respect to various Town projects and assignments (“Services”); and

WHEREAS, the Consultant is willing and able to perform such Services for the Town in accordance with the terms and conditions set forth in this Agreement (hereinafter referred to as this “Continuing Services Agreement” or this “Agreement”); and

WHEREAS, the purpose of this Continuing Services Agreement is not to authorize the Consultant to perform a specific project, but to set forth certain terms and conditions which shall govern and be incorporated into subsequent supplemental agreements or work orders for specific projects or services when required.

NOW THEREFORE, in consideration of the mutual terms, conditions, promises and covenants set forth below, the Town and Consultant agree as follows:

SECTION 1. DEFINITIONS

The following definitions and references are given for interpreting the terms as used in this Agreement and apply unless the context indicates a different meaning:

1.1 **Compensation:** The total amount paid by the Town for the Consultant’s professional services for a specific project, exclusive of reimbursable expenses.

1.2 **Reimbursable Expenses:** The direct non-salary expenses directly attributable to the Project. Reimbursable expenses include long-distance communications, application and permit fees paid for securing approval of authorities having jurisdiction over the Specific Project;

actual cost of reproduction, printing, binding, and photocopying of drawings, specifications, renderings and other documents; postage; travel expenses; and subconsultant's fees.

1.3 **Specific Project Agreement or Project Agreement:** A purchase order or specific agreement to provide services for a particular Project, substantially in the form attached hereto and incorporated herein by reference as Exhibit "A."

1.4 **Subconsultant Fee:** The direct and actual cost of the Subconsultant with no markup, as reflected by actual invoices of the Subconsultant.

1.5 **Travel Expenses:** One-half Consultant's hourly rate as indicated on Exhibit "B", meals and lodging expenses incurred directly for the specific project for travel outside of Miami-Dade and Broward Counties. No travel expenses or overnight travel outside of Miami-Dade and Broward Counties shall be reimbursed unless Consultant has secured advance written authorization for such travel from the Town Manager or his designee.

SECTION 2. SPECIFIC PROJECTS/SCOPE OF SERVICES

2.1 In accordance with the Consultants' Competitive Negotiation Act (Section 287.055, Florida Statutes), the Consultant shall be eligible to provide professional services listed under Exhibit "C," which is attached hereto and incorporated by reference, for Specific Projects authorized from time to time by the Town Commission and/or Town Manager pursuant to subsection 2.6 (hereinafter, the "Specific Project" or the "Project"). The Town intends to retain and may retain more than one (1) firm, if possible and as necessary, that is qualified to perform professional services for Specific Projects, which may include, without limitation: professional engineering services listed under Exhibit "C," program management services, and construction management.

2.2 When the need for services for a Specific Project occurs, the Town Manager or his designee may, enter into negotiations with the Consultant for that Specific Project under the terms and conditions of this Agreement. The Town shall initiate said negotiations by providing the Consultant with a "Scope of Services Request," requesting from the Consultant a proposal to provide professional services for the Specific Project. The Consultant shall prepare a proposal which includes those subjects specified in subsection 2.3 (a) through (g). The Town Manager or his designee and Consultant shall negotiate the terms of the Specific Project in accordance with the provisions of Subsection 2.3.

2.3 The Town and Consultant shall utilize as the agreement for each Specific Project, a Purchase Order or standard Project Agreement ("Project Agreement") in substantially the form attached hereto and incorporated herein as Exhibit "A." Each supplemental purchase order or agreement for a Specific Project will, by mutual agreement, set forth, among other things, the following:

- a. The Scope of Services;

- b. The Deliverables;
- c. The Time and Schedule of Performance and Term;
- d. The amount of Compensation setting forth whether the Town agrees to pay Consultant a lump sum fee as compensation for the services, or hourly based on approved rates up to a maximum amount not to be exceeded;
- e. The Personnel assigned to the Specific Project;
- f. Any additional contractual requirements of Section 287.055, Florida Statutes, for consultant agreements; and
- g. Any modifications to the Project Agreement, if mutually agreed upon by the parties.

2.4 If the Town Manager determines that the Consultant's services in its capacity as architectural and/or engineering consultant for a particular project are needed on an hourly basis, in lieu of a lump sum compensation package, the Consultant shall charge the Town for professional services at those hourly fees as specified in Exhibit "B." The Project Agreement shall specify that the Consultant's services shall be provided on an hourly basis with a maximum amount of compensation that may not be exceeded without additional approval.

2.5 Commencing with the fourth year term of this Agreement or on or after the anniversary date of this Agreement (February, ____, 2024), the Consultant's hourly fees/rates set forth in Exhibit "B" shall be subject to CPI adjustment annually effective on the anniversary date of the Agreement and annually thereafter. Fees/Rates shall be increased each year thereafter by the same percentage by which the Revised Consumer Price Index U.S. City Average for All Urban Consumers All Items, 1982-84 ("CPI") shall have increased since the previous year of this Agreement. After consultation and agreement with the Town Manager as to any adjustment to the Fees/Rates, Consultant shall provide an updated Fee/Rates Schedule to be attached as Exhibit "B" to the Agreement commencing with fourth year term and annually thereafter.

2.6 The professional services to be rendered by the Consultant shall commence subsequent to the execution of each Project Agreement. Performance of services by Consultant prior to execution of a Project Agreement shall be at Consultant's sole risk.

2.6 The Town Manager is authorized to negotiate and execute a Project Agreement for Projects in which the Consultant's services do not exceed \$25,000.00 for the fiscal year.

2.7 The Contract Documents for each Specific Project shall incorporate this Continuing Services Agreement. In the event that any of the terms or conditions of this Agreement conflict with the Project Agreement, the provisions of the Project Agreement shall govern and apply.

SECTION 3. TERM/TERMINATION

3.1 **Term of Agreement/Contract Time.** This Agreement shall commence on the date this instrument is fully executed by all parties (“Commencement Date”) and shall continue in full force and effect, unless and until terminated pursuant to Section 3.2, 3.5, 3.6, or other applicable sections of this Agreement.

3.2 **Termination For Convenience.** This Continuing Services Agreement may be terminated by the Town for convenience upon thirty (30) calendar days written notice to the Consultant.

3.3 **Non-Exclusive Agreement.** Notwithstanding the provisions of Subsection 3.1, the Town Manager or his designee may issue request for qualifications, requests for proposals, or other similar procurement documents for this professional discipline at any time and may utilize the services of any other consultants retained by the Town under similar continuing services agreements. Nothing in this Agreement shall be construed to give the Consultant a right to perform services for a Specific Project.

3.4 **Term of Project Agreement/Contract Time.** Each Project Agreement shall commence on the date the instrument is fully executed by all parties (“Commencement Date of Project Agreement”) and shall specify the period of service or Contract Time agreed to by the Town and Consultant for services to be rendered under said Project Agreement, unless otherwise terminated pursuant to this Section. The Town Manager, in his sole discretion, may extend the Term of a Project Agreement through written notification to Consultant. Such extension shall not exceed ninety (90) days. No further extensions of the Project Agreement shall be effective unless authorized by the Town Commission. Upon the Commencement Date of the Project Agreement, the Consultant shall commence services to the Town, and shall continuously perform services to the Town, without interruption, in accordance with the Term and time frames set forth in the “Project Schedule” included therein. The number of calendar days from the Commencement Date of the Project Agreement, through the date set forth in the Project Schedule for completion of the Project or the date of actual completion of the Project, whichever shall last occur, shall constitute the Contract Time.

3.5 **Termination For Cause; Project Agreement.** A Project Agreement may be terminated by either party upon five (5) calendar days written notice to the other party should the other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event that Consultant abandons a Project Agreement or causes it to be terminated by the Town, the Consultant shall indemnify the Town against any loss pertaining to this termination. In the event that the Consultant is terminated by the Town for cause and it is subsequently determined by a court by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 3.6 of this Agreement and the provision of Section 3.6 shall apply.

3.6 **Termination For Convenience; Project Agreement.** A Project Agreement may be terminated by the Town for convenience upon fourteen (14) calendar days’ written notice to

the Consultant. In the event of termination, the Consultant shall incur no further obligations in connection with the Project and shall, to the extent possible, terminate any outstanding subconsultant obligations. The Consultant shall be compensated for all services performed to the satisfaction of the Town and for reimbursable expenses incurred prior to the date of termination. The Consultant shall promptly submit its invoice for final payment and reimbursement and the invoice shall comply with the provisions of this Agreement and the Project Agreement for payment. Under no circumstances shall the Town make any payment to the Consultant for services which have not been performed or performed subsequent to the termination date.

3.7 **Assignment upon Termination.** Upon termination of a Project Agreement, a copy of all of the Consultant's work product shall become the property of the Town and the Consultant shall, within ten (10) working days of receipt of written direction from the Town, transfer to either the Town or its authorized designee, a copy of all work product in its possession, including but not limited to designs, plans, specifications, drawings, studies, reports and all other documents and data in the possession of the Consultant pertaining to this Project Agreement. Further, upon the Town's request, the Consultant shall assign its rights, title and interest under any subcontractor's agreements to the Town.

3.8 **Suspension for Convenience.** The Town shall have the right at any time to direct the Consultant to suspend its performance of a Specific Project, or any designated part thereof, for any reason whatsoever or without reason, for a cumulative period of up to thirty (30) calendar days. If any such suspension is directed by the Town, the Consultant shall immediately comply with same. In the event the Town directs a suspension of performance as provided for herein through no fault of the Consultant, the Town shall pay to the Consultant its reasonable costs, actually incurred and paid, of demobilization and remobilization, as full

SECTION 4. ADDITIONAL SERVICES AND CHANGES IN SCOPE OF SERVICES

4.1 **Changes Permitted.** Changes in the Scope of Services of a Project Agreement consisting of additions, deletions, revisions, or any combination thereof, may be ordered by the Town by Change Order without invalidating the Project Agreement.

4.2 **Change Order Defined.** Change Order shall mean a written order to the Consultant executed by the Town, issued after execution of a Project Agreement, authorizing and directing a change in the Scope of Services or an adjustment in the Contract Price or the Contract Time, or any combination thereof. The Contract Price and/or the Contract Time may be changed only by Change Order.

4.3 **Effect of Executed Change Order.** The execution of a Change Order by the Town and the Consultant shall constitute conclusive evidence of the Consultant's agreement to the ordered changes in the Scope of Services or an adjustment in the Contract Price or the Contract Time, or any combination thereof. The Consultant, by executing the Change Order, waives and forever releases any claim against the Town for additional time or compensation for matters relating to or arising out of or resulting from the Services included within or affected by the executed Change Order.

SECTION 5. BILLING AND PAYMENTS TO THE CONSULTANT.

5.1 **Lump Sum Compensation and Reimbursable Expenses.** Pursuant to a Project Agreement, Consultant shall submit invoices which are identified by the specific project number on a monthly basis in a timely manner. These invoices shall identify the Project, the nature of the work performed, the phase of work, the payment due, and the estimated percent of work accomplished in accordance with the approved Payment Schedule set forth in the Project Agreement. If compensation is based on hourly rates, invoices shall also identify the name and title of personnel who performed the work with applicable hourly rates. Invoices for each phase shall not exceed amounts allocated to each phase of the Project plus reimbursable expenses accrued during each phase. All requests for reimbursable expenses payment must be accompanied with relevant documentation which substantiates the cost. The statement shall show a summary of fees with accrual of the total and credits for portions previously paid by the Town. The Town shall pay Consultant within forty-five (45) calendar days of approval by the Town Manager or his designee of any invoices submitted by Consultant to the Town.

5.2 **Disputed Invoices.** In the event that all or a portion of an invoice submitted to the Town for payment to the Consultant pursuant to a Project Agreement is disputed, or additional backup documentation is required, the Town shall notify the Consultant within fifteen (15) working days of receipt of the invoice of such objection, modification or additional documentation request. The Consultant shall provide the Town with additional backup documentation within five (5) working days of the date of the Town's notice. The Town may request additional information, including but not limited to, all invoices, time records, expense records, accounting records, and payment records of the Consultant. The Town, at its sole discretion, may pay to the Consultant the undisputed portion of the invoice. The parties shall endeavor to resolve the dispute in a mutually agreeable fashion.

5.3 **Suspension of Payment.** In the event that the Town becomes credibly informed that any representations or invoices of the Consultant, provided pursuant to this Agreement and/or any Project Agreement, are wholly or partially inaccurate, or in the event that the Consultant is not in compliance with any term or condition of this Agreement and/or a Project Agreement, the Town may withhold payment of sums then or in the future otherwise due to the Consultant until the inaccuracy, or other breach of this Agreement and/or the Project Agreement, and the cause thereof, is corrected to the Town's reasonable satisfaction.

5.5 **Final Payment.** Submission of the Consultant's invoice for final payment and reimbursement shall constitute the Consultant's representation to the Town that, upon receipt from the Town of the amount invoiced, all obligations of the Consultant to others, including its consultants, incurred in connection with the Project, shall be paid in full. The Consultant shall deliver to the Town all documents requested by the Town evidencing payments to any and all subcontractors, and all final specifications, plans, or other documents as dictated in the Scope of Services and Deliverable. Acceptance of final payment shall constitute a waiver of any and all claims against the Town by the Consultant.

SECTION 6. SURVIVAL OF PROVISIONS

6.1 Any terms or conditions of either this Agreement or any subsequent Project Agreement that require acts beyond the date of the term of either agreement, shall survive termination of the agreements, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

SECTION 7. TOWN’S RESPONSIBILITIES

7.1 Assist Consultant by placing at its disposal all available information as may be requested in writing by the Consultant and allow reasonable access to all pertinent information relating to the services to be performed by Consultant.

7.2 Furnish to Consultant, at the Consultant’s written request, all available maps, plans, existing studies, reports and other data pertinent to the services to be provided by Consultant, in possession of the Town.

7.3 Arrange for access to and make all provisions for Consultant to enter upon public property as required for Consultant to perform services.

SECTION 8. CODE OF ETHICS

8.1 The code of ethics of the Florida Engineering Society shall be incorporated in this Agreement by this reference.

8.2 Consultant warrants and represents that its employees shall abide by the Code of Ethics for Public Officers and Employees, Chapter 112, Florida Statutes, Miami-Dade County’s Code of Ethics and the Town’s Ethics Code.

SECTION 9. COMPLIANCE WITH LAWS; POLICY OF NON-DISCRIMINATION/WAGES; LICENSES AND PERMITS

9.1 The Consultant shall comply with all federal, state and Town and local laws and ordinances applicable to the services or work or payment for such work and shall not discriminate on the grounds of race, color, religion, sex, age, marital status, national origin, physical or mental disability in the performance of work under this Agreement.

9.2 If the Project is subject to federal and grant funding that requires specific wage and non-discrimination provisions, Consultant shall be required to comply with the same.

9.3 The Consultant shall at all times during the term of this Agreement and any Specific Project Agreement maintain in good standing all licenses, certifications and permits required under applicable federal, state and local laws and regulations for performance of the work or services.

SECTION 10. OWNERSHIP OF DOCUMENTS/DELIVERABLES

10.1 All finished or unfinished documents, including but not limited to, detailed reports, studies, plans, drawings, surveys, maps, models, photographs, specifications, digital files, and all other data prepared for the Town or furnished by the Consultant pursuant to any Project Agreement, shall become the property of the Town, whether the Project for which they are made is completed or not, and shall be delivered by Consultant to the Town within five (5) calendar days after receipt of written notice requesting delivery of said documents or digital files. The Consultant shall have the right to keep one record set of the documents upon completion of the Project, however, in no event shall the Consultant, without the Town’s prior written authorization, use, or permit to be used, any of the documents except for client or educational presentations or seminar use.

10.2 All subcontracts for the preparation of reports, studies, plans, drawings, specifications, digital files or other data, entered into by the Consultant for each Specific Project shall provide that all such documents and rights obtained by virtue of such contracts shall become the property of the Town.

10.3 All final plans and documents prepared by the Consultant shall bear the endorsement and seal of a person duly registered as a Professional Engineer, Architect, Landscape Architect, Professional Geologist, or Land Surveyor, as appropriate, in the State of Florida and date approved and/or sealed.

10.4 All deliverables should be provided in electronic format to the Town. Drawings should be provided in CADD and written documentation should be provided in Microsoft Word.

SECTION 11. PUBLIC RECORDS ACT COMPLIANCE

11.1 Consultant acknowledges Consultant agrees to keep and maintain public records in Consultant possession or control in connection with Consultant’s performance under this Agreement. Consultant additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Consultant shall 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 Agreement, and following completion of the Agreement until the records are transferred to the Town.

11.2 Upon request from the Town custodian of public records, Consultant shall provide the Town 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 by Chapter 119, Florida Statutes, or as otherwise provided by law.

11.3 Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the Town.

11.4 Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Consultant shall be delivered by the Consultant to the Town Manager, at no cost to the Town, within seven (7) days. All such records stored electronically by Consultant shall be delivered to the Town in a format that is compatible with the Town's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Consultant shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

11.5 Any compensation due to Consultant shall be withheld until all records are received as provided herein.

11.6 Consultant's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Town.

Section 119.0701(2)(a), Florida Statutes

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.

Custodian of Records:	SANDRA MCCREADY, MMC TOWN CLERK
Mailing Address:	9293 Harding Avenue, Surfside, FL 33154
Telephone Number:	(305) 861-4863
Email:	smccready@townofsurfside.gov

SECTION 12. NO CONTINGENT FEE

12.1 Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. In the event the Consultant violates this provision, the Town shall have the right to terminate this Agreement or any Project Agreement, without liability, and at its sole discretion, to deduct from the Contract Price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

SECTION 13. INDEPENDENT CONTRACTOR

13.1 The Consultant is an independent contractor under this Agreement and any Project Agreements. Personal services provided by the Consultant shall be by employees of the Consultant and subject to supervision by the Consultant, and not as officers, employees, or

agents of the Town, Personnel policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services or work rendered under this Agreement or any Project Agreements shall be those of the Consultant.

SECTION 14. ASSIGNMENT; AMENDMENTS

14.1 This Agreement shall not be assigned, transferred or otherwise encumbered, under any circumstances, by Consultant, without the prior written consent of the Town.

14.2 No modification, amendment or alteration in the terms or conditions of this Agreement shall be effective unless contained in a written document executed with the same formality as this Agreement.

SECTION 15. INDEMNIFICATION/HOLD HARMLESS

15.1 Pursuant to Section 725.08, Florida Statutes, the Consultant shall indemnify and hold harmless the Town and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees at all trial and appellate levels, to the extent such liabilities, damages, losses, and costs are caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant or any persons employed or utilized by the Consultant in the performance of this Agreement or any Project Agreement.

SECTION 16. INSURANCE

The Consultant shall secure and maintain throughout the duration of this Agreement and any Project Agreement, insurance of such type and in such amounts necessary to protect its interest and the interest of the Town against hazards or risks of loss as specified below. The underwriter of such insurance shall be qualified to do business in Florida and have agents upon whom service of process may be made in the State of Florida. The insurance coverage shall be primary insurance with respect to the Town, its officials, employees, agents and volunteers. Any insurance maintained by the Town shall be in excess of the Consultant's insurance and shall not contribute to the Consultant's insurance. The Town may from time to time review existing insurance coverages and limits and require CONSULANT to add coverages, increase limits or amend insurance policies. The insurance coverages shall include at a minimum:

16.1 **Worker's Compensation and Employer's Liability Insurance:** Coverage to apply for all employees for Statutory Limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000.00 each accident.

16.2 **Comprehensive Automobile and Vehicle Liability Insurance:** This insurance shall be written in comprehensive form and shall protect the Consultant and the Town against claims for injuries to members of the public and/or damages to property of others arising from the Consultant's use of motor vehicles or any other equipment and shall cover operation with

respect to onsite and offsite operations and insurance coverage shall extend to any motor vehicles or other equipment irrespective of whether the same is owned, non-owned, or hired. The limit of liability shall not be less than \$1,000,000.00 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsement, as filed by the Insurance Services Office.

16.3 **Commercial General Liability.** This insurance shall be written in comprehensive form and shall protect the Consultant and the Town against claims arising from injuries to members of the public or damage to property of others arising out of any act or omission to act of the Consultant or any of its agents, employees, or subcontractors. The limit of liability shall not be less than \$1,000,000.00 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability.

(a) Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include: (1) Premises and/or Operations; (2) Independent contractors and Products and/or completed Operations; (3) Broad Form Property Damage, Personal Injury and a Contractual Liability Endorsement, including any hold harmless and/or indemnification agreement.

(b) The Town is to be specifically included as an Additional Insured for the liability of the Town resulting from services or work performed by or on behalf of Consultant in performance of this or any Project Agreement. Consultant's insurance, including that applicable to the Town as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Town shall be in excess of and shall not contribute to Consultant's insurance. Consultant's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured in the same manner as if separate policies had been issued to each.

16.4 **Professional Liability:** The Consultant shall furnish professional liability errors and omissions insurance coverage in an amount not less than \$2,000,000.00 with a maximum deductible of \$25,000.00 per claim. The Consultant shall be responsible for maintaining this professional liability insurance for a minimum of five (5) years from the date of execution of each Project Agreement. Upon request of the Town, the Consultant shall make available for inspection copies of any claims filed or made against the policy during the policy term. The Consultant shall additionally notify the Town, in writing, within thirty (30) calendar days of any claims filed or made against this policy in excess of \$25,000.00 during the policy term.

16.5 **Certificate of Insurance:** Prior to the execution of this Agreement, Consultant shall provide the Town Manager with evidence of insurability from the Consultant's Insurance Carrier or a Certificate of Insurance. Prior to execution of any Project Agreement, the Consultant shall provide to the Town Manager, Certificates of Insurance evidencing the required insurance coverages. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and any Project Agreement and shall

state that such insurance is as required by this and any Project Agreement. The Town reserves the right to require the Consultant to provide a certified copy of such policies, upon written request by the Town. If a policy is due to expire prior to the completion of the services, renewal Certificates of Insurance or policies shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Town before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Town Manager.

16.6 All deductibles or self-insured retentions must be declared to and be approved by the Town Manager or his designee. The Consultant shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim. The Town Manager may require the Consultant, as a condition of execution of a particular Project Agreement, to provide a bond or other monetary consideration to cover the Consultant's deductible for Professional Liability Insurance.

SECTION 17. REPRESENTATIVE OF TOWN AND CONSULTANT

17.1 **Town Representative.** It is recognized that questions in the day-to-day conduct of this Agreement will arise. The Town designates the Town Manager or his designee, as the person to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed.

17.2 **Consultant's Representative.** Consultant shall inform the Town Representative, in writing, of the representative of the Consultant to whom all communications pertaining to the day-to-day conduct of this Agreement and Project Agreement shall be addressed.

SECTION 18. COST AND ATTORNEY'S FEES/WAIVER OF JURY TRIAL

18.1 If either the Town or Consultant is required to enforce the terms of this Agreement or any Project Agreement by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all costs, expenses, and attorney's fees, in any state or federal administrative, circuit court and appellate court proceedings.

18.2 In the event of any litigation arising out of this Agreement or any Project Agreement, each party hereby knowingly, irrevocably, voluntarily and intentionally waives its right to trial by jury.

SECTION 19. ALL PRIOR AGREEMENTS SUPERSEDED

19.1 This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained in this Agreement and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document.

Accordingly, it is agreed that no deviation from the terms of this Agreement shall be predicated upon any prior representations or agreements whether oral or written.

SECTION 20. CONSULTANT'S RESPONSIBILITIES

20.1 The Consultant and any and all drawings, plans, specifications, or other construction or contract documents prepared by the Consultant shall be accurate, coordinated and adequate for construction and shall comply with all applicable Town Codes, state and federal laws, rules and regulations.

20.2 The Consultant shall exercise the same degree of care, skill and diligence in the performance of the services for each Project Agreement as is ordinarily provided by a professional engineer, architect, landscape architect, surveyor or mapper under similar circumstances. If at any time during the term of any Project Agreement or the construction of the Project for which the Consultant has provided engineering or architectural services under a prior Project Agreement, it is determined that the Consultant's documents are incorrect, defective or fail to conform to the Scope of Services of the particular Project, upon written notification from the Town, the Consultant shall immediately proceed to correct the work, re-perform services which failed to satisfy the foregoing standard of care, and shall pay all costs and expenses associated with correcting said incorrect or defective work, including any additional testing, inspections, and construction and reimbursements to the Town for any other services and expenses made necessary thereby, save and expect any costs and expenses which the Town would have otherwise paid absent the Consultant's error or omission. The Town's rights and remedies under this section are in addition to, and are cumulative of, any and all other rights and remedies provided by this Agreement, the Project Agreement, by law, equity or otherwise.

20.3 The Consultant's obligations under Paragraph 20.2 of this Agreement shall survive termination of this Agreement or any Project Agreement.

SECTION 21. SUBCONSULTANTS

21.1 In the event the Consultant requires the services of any Subconsultants or other professional associates in connection with services covered by any Project Agreement, the Consultant must secure the prior written approval of the Town Manager or his designee. The Consultant shall utilize his/her best efforts to utilize Subconsultants whose principal place of business is located within Miami-Dade County, Florida.

21.2 Any subcontract with a Subconsultant shall afford to the Consultant rights against the Subconsultant which correspond to those rights afforded to the Town against the Consultant herein, including but not limited to those rights of termination as set forth herein.

21.3 No reimbursement shall be made to the Consultant for any subconsultants that have not been previously approved by the Town for use by the Consultant.

SECTION 22. NOTICES

Whenever either party desires to give notice to the other, it must be given by hand delivery or written notice, sent by certified United States mail, with return receipt requested or a nationally recognized private mail delivery service, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

FOR CONSULTANT:

The Corradino Group, Inc.
Attention: Eric Czerniejewski, P.E.
4055 NW 97th Avenue, Suite 200
Miami, Florida 33178
Telephone: (954) 605-7373

FOR TOWN:

Town of Surfside, Florida
Attention: Town Manager
9293 Harding Avenue
Surfside, Florida 33154
Telephone: (305) 861-4863

With a copy to:

Weiss Serota Helfman Cole & Bierman, P.L.,
Attention: Lillian M. Arango, Town Attorney
2525 Ponce De Leon Blvd., Suite 700
Coral Gables, Florida
Telephone: (305) 854-0800
Facsimile: (305) 854-2323

SECTION 23. TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Agreement by Consultant shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement or any Project Agreement are accurate, complete, and current at the time of contracting. Each Project Agreement's contract prices and any additions shall be adjusted to exclude any significant sums by which the Town determines the Project's contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such adjustments shall be made within one year following the end of each Project Agreement.

SECTION 24. CONSENT TO JURISDICTION

The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of relating to this Agreement or any Project Agreement. Venue of any action to enforce this Agreement or any Project Agreement shall be in Miami-Dade County, Florida.

SECTION 25. GOVERNING LAW

25.1 This Agreement and any Project Agreement shall be construed in accordance with and governed by the laws of the State of Florida.

25.2 The Consultant represents that it is not currently engaged in, and will not engage in, a boycott, as defined in Section 3-1.1 of the Town of Surfside Code of Ordinances.

SECTION 26. HEADINGS

Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.

SECTION 27. EXHIBITS

Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The Exhibits if not physically attached, should be treated as part of this Agreement, and are incorporated by reference.

SECTION 28. SEVERABILITY

If any provision of this Agreement or any Project Agreement or the application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

SECTION 29. COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute the same instrument.

SECTION 30. INCORPORATION OF TERMS AND CONDITONS OF CONTINUING SERVICE AGREEMENT INTO PROJECT AGREEMENTS.

30.1 Each Project Agreement shall incorporate the terms and conditions set forth in this Continuing Services Agreement between the parties as though fully set forth therein. In the

event that any terms or conditions of a Project Agreement conflict with this Continuing Services Agreement, the provisions of the specific Project Agreement shall prevail and apply.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK. SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, the parties execute this Agreement on the respective dates under each signature: The Town, signing by and through its Town Manager, attested to by its Town Clerk, duly authorized to execute same and by Consultant by and through its _____, whose representative has been duly authorized to execute same through a resolution of the corporation or partnership.

TOWN:

ATTEST:

TOWN OF SURFSIDE, FLORIDA, a
Florida Municipal Corporation

TOWN CLERK

By: _____
Andrew Hyatt, Town Manager

Date: _____

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

TOWN ATTORNEY

CONSULTANT:

The Corradino Group, Inc., a Kentucky corporation

By: _____

Name: _____

Title: _____

Date: _____

WITNESSES:

Print Name: _____

Print Name: _____

EXHIBIT "A"

**PROJECT AGREEMENT
[Purchase Order]**

Between

TOWN OF SURFSIDE, FLORIDA

And

THE CORRADINO GROUP, INC.

for

Purchase Order No. ____

[INSERT NAME OF PROJECT]

EXHIBIT “B”

CONSULTANT’S FEES / HOURLY BILLING RATES

THE CORRADINO GROUP, INC.			
Discipline	Staff Type	UNIT	LOADED RATE
Traffic/Transportation Engineering	Sr. Principal/Corporate Officer	Hour	\$365.00
	Principal	Hour	\$279.00
	Principal	Hour	\$238.00
	Sr. Project Manager- Traffic Engineering	Hour	\$306.00
	Sr. Project Manager- Transportation	Hour	\$271.00
	Project Manager- Traffic Engineering	Hour	\$200.00
	Project Manager- Transportation	Hour	\$260.00
	Sr. Professional Engineer- Traffic Engineering	Hour	\$306.00
	Sr. Professional Engineer- Transportation	Hour	\$260.00
	Project Engineer- Transportation	Hour	\$185.00
	Traffic Engineer	Hour	\$175.00
	Engineer	Hour	\$160.00
	Sr. Designer	Hour	\$170.00
	Designer	Hour	\$125.00
Planning	Senior Project Manager - Planning	Hour	\$210.00
	Project Manager - Planning	Hour	\$200.00
	Principal Planner	Hour	\$210.00
	Senior Planner	Hour	\$200.00
	Associate Planner	Hour	\$160.00
	Assistant Planner	Hour	\$120.00
	Senior Transportation Modeler	Hour	\$285.00
	Transportation Modeler	Hour	\$175.00
CEI	Associate Transportation Modeler	Hour	\$150.00
	Sr. Project Engineer	Hour	\$270.00
	Senior Resident Engineer	Hour	\$260.00
	Contract Support Specialist/SRI	Hour	\$110.00
	Resident Compliance Specialist	Hour	\$100.00
	Sr Bridge/Rdwy Inspector	Hour	\$225.00
Bridge/Rdwy Inspector	Hour	\$210.00	

EXHIBIT “C”

PROFESSIONAL ENGINEERING SERVICES PROVIDED

Consultant is qualified to provide the professional engineering services marked below with an “X” for the Town’s Specific Projects.

	Professional Engineering Services Categories	Qualification
1	AERIAL / LAND PHOTOGRAPHY	X
2	SURVEY, GIS, TOPOGRAPHY	X
3	ASBESTOS REMOVAL	
4	CHEMICAL ENGINEERING	
5	CIVIL ENGINEERING (GENERAL)	X
6	COMMUNICATIONS	X
7	ELECTRICAL	
8	ARCHITECTURAL	X
9	ENVIRONMENTAL	X
10	MECHANICAL (ALL)	
11	SITE ASSESSMENT	X
12	SOLID WASTE	X
13	STORMWATER	X
14	STRUCTURAL	X
15	TRANSPORTATION	X
16	WATER AND SEWER (UTILITIES) (W&S)	X

RESOLUTION NO. 2021-_____

A RESOLUTION OF THE MAYOR AND THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING THE CONTINUING SERVICES AGREEMENT WITH KEITH AND ASSOCIATES, INC. FOR PROFESSIONAL ENGINEERING SERVICES; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE CONTINUING SERVICES AGREEMENT; AUTHORIZING THE TOWN MANAGER AND TOWN OFFICIALS TO TAKE ALL ACTION NECESSARY TO IMPLEMENT THE CONTINUING SERVICES AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 287.055, Florida Statutes (“CCNA”), on August 3, 2020, the Town of Surfside (the “Town”) issued Request for Qualifications (RFQ) No. 2020-06 requesting qualifications from professional engineering firms that could provide various engineering services for the Town’s projects and assignments (the “Services”); and

WHEREAS, in accordance with the RFQ, the Evaluation Committee evaluated, ranked and scored all proposals received, and recommended that the first tier or top eight (8) ranked firms be qualified to provide the Services and eligible for award at this time of a Continuing Services Agreement for the Services; and

WHEREAS, on December 8, 2020, the Town Commission adopted Resolution No. 2747 approving the rankings and recommendations of the Evaluation Committee as to qualified firms and authorizing negotiations for award of a Continuing Services Agreements to first tier or top eight (8) ranked and qualified firms for the Services; and

WHEREAS, Keith and Associates, Inc., is one of the firms qualified to perform the Services and has agreed to provide the following services, specifically: survey, GIS and

topography; civil engineering (general); environmental; site assessment; solid waste; stormwater; structural; transportation; and water and sewer (utilities) (W&S); and

WHEREAS, the Town Commission finds that approval of the Continuing Services Agreement between the Town and Keith and Associates, Inc. for the Services, substantially in the form attached hereto as Exhibit “A,” is in the best interest of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are true and correct and incorporated into this Resolution by this reference.

Section 2. Approval of Continuing Services Agreement. The Continuing Services Agreement for professional engineering services between the Town and Keith and Associates, Inc., in substantially the form attached hereto as Exhibit “A,” together with such non-material changes as may be acceptable as to form and legality by the Town Attorney, is approved.

Section 3. Authorization to Execute Continuing Services Agreement. The Town Manager is authorized to execute the Continuing Services Agreement with Keith and Associates, Inc. on behalf of the Town, and to execute any documents or amendments related thereto, subject to the approval as to form and legality by the Town Attorney.

Section 4. Implementation by Town Officials. The Town Manager and/or Town Officials are authorized to take all action necessary to implement the terms and conditions of the Continuing Services Agreement and this Resolution.

Section 5. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 9th day of February, 2021.

Motion By: _____

Second By: _____

FINAL VOTE ON ADOPTION:

Commissioner Charles Kesl _____

Commissioner Eliana R. Salzhauer _____

Commissioner Nelly Velasquez _____

Vice Mayor Tina Paul _____

Mayor Charles W. Burkett _____

Charles W. Burkett, Mayor

ATTEST:

Sandra McCready, MMC
Town Clerk

**APPROVED AS TO FORM AND LEGALITY FOR THE USE
AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:**

Weiss Serota Helfman Cole & Bierman, P.L.
Town Attorney

TOWN OF SURFSIDE, FLORIDA
CONTINUING SERVICES AGREEMENT
PROFESSIONAL ENGINEERING SERVICES



The Town of Surfside Commission:

Mayor Charles W. Burkett
Vice Mayor Tina Paul
Commissioner Charles Kesl
Commissioner Elianna Salzhauer
Commissioner Nelly Velasquez

Town of Surfside
9293 Harding Ave
Surfside, FL 33154

CONTINUING SERVICES AGREEMENT

Between

TOWN OF SURFSIDE, FLORIDA

And

KEITH AND ASSOCIATES, INC.

THIS CONTINUING SERVICES AGREEMENT is made between **TOWN OF SURFSIDE, FLORIDA**, a Florida municipal corporation (hereinafter referred to as the “Town”) and **KEITH AND ASSOCIATES, INC.**, a Florida corporation authorized to do business in the State of Florida (hereinafter referred to as the “Consultant”), whose principal place of business is 301 E. Atlantic Boulevard, Pompano Beach, Florida 33060.

WHEREAS, pursuant to Section 287.055, Florida Statutes, on August 3, 2020, the Town issued Request For Qualifications (RFQ) No. 2020-06 requesting qualifications from professional engineering firms and selected the Consultant to provide professional engineering services with respect to various Town projects and assignments (“Services”); and

WHEREAS, the Consultant is willing and able to perform such Services for the Town in accordance with the terms and conditions set forth in this Agreement (hereinafter referred to as this “Continuing Services Agreement” or this “Agreement”); and

WHEREAS, the purpose of this Continuing Services Agreement is not to authorize the Consultant to perform a specific project, but to set forth certain terms and conditions which shall govern and be incorporated into subsequent supplemental agreements or work orders for specific projects or services when required.

NOW THEREFORE, in consideration of the mutual terms, conditions, promises and covenants set forth below, the Town and Consultant agree as follows:

SECTION 1. DEFINITIONS

The following definitions and references are given for interpreting the terms as used in this Agreement and apply unless the context indicates a different meaning:

1.1 **Compensation:** The total amount paid by the Town for the Consultant’s professional services for a specific project, exclusive of reimbursable expenses.

1.2 **Reimbursable Expenses:** The direct non-salary expenses directly attributable to the Project. Reimbursable expenses include long-distance communications, application and permit fees paid for securing approval of authorities having jurisdiction over the Specific Project;

actual cost of reproduction, printing, binding, and photocopying of drawings, specifications, renderings and other documents; postage; travel expenses; and subconsultant's fees.

1.3 **Specific Project Agreement or Project Agreement:** A purchase order or specific agreement to provide services for a particular Project, substantially in the form attached hereto and incorporated herein by reference as Exhibit "A."

1.4 **Subconsultant Fee:** The direct and actual cost of the Subconsultant with no markup, as reflected by actual invoices of the Subconsultant.

1.5 **Travel Expenses:** One-half Consultant's hourly rate as indicated on Exhibit "B", meals and lodging expenses incurred directly for the specific project for travel outside of Miami-Dade and Broward Counties. No travel expenses or overnight travel outside of Miami-Dade and Broward Counties shall be reimbursed unless Consultant has secured advance written authorization for such travel from the Town Manager or his designee.

SECTION 2. SPECIFIC PROJECTS/SCOPE OF SERVICES

2.1 In accordance with the Consultants' Competitive Negotiation Act (Section 287.055, Florida Statutes), the Consultant shall be eligible to provide professional services listed under Exhibit "C," which is attached hereto and incorporated by reference, for Specific Projects authorized from time to time by the Town Commission and/or Town Manager pursuant to subsection 2.6 (hereinafter, the "Specific Project" or the "Project"). The Town intends to retain and may retain more than one (1) firm, if possible and as necessary, that is qualified to perform professional services for Specific Projects, which may include, without limitation: professional engineering services listed under Exhibit "C," program management services, and construction management.

2.2 When the need for services for a Specific Project occurs, the Town Manager or his designee may, enter into negotiations with the Consultant for that Specific Project under the terms and conditions of this Agreement. The Town shall initiate said negotiations by providing the Consultant with a "Scope of Services Request," requesting from the Consultant a proposal to provide professional services for the Specific Project. The Consultant shall prepare a proposal which includes those subjects specified in subsection 2.3 (a) through (g). The Town Manager or his designee and Consultant shall negotiate the terms of the Specific Project in accordance with the provisions of Subsection 2.3.

2.3 The Town and Consultant shall utilize as the agreement for each Specific Project, a Purchase Order or standard Project Agreement ("Project Agreement") in substantially the form attached hereto and incorporated herein as Exhibit "A." Each supplemental purchase order or agreement for a Specific Project will, by mutual agreement, set forth, among other things, the following:

- a. The Scope of Services;

- b. The Deliverables;
- c. The Time and Schedule of Performance and Term;
- d. The amount of Compensation setting forth whether the Town agrees to pay Consultant a lump sum fee as compensation for the services, or hourly based on approved rates up to a maximum amount not to be exceeded;
- e. The Personnel assigned to the Specific Project;
- f. Any additional contractual requirements of Section 287.055, Florida Statutes, for consultant agreements; and
- g. Any modifications to the Project Agreement, if mutually agreed upon by the parties.

2.4 If the Town Manager determines that the Consultant's services in its capacity as architectural and/or engineering consultant for a particular project are needed on an hourly basis, in lieu of a lump sum compensation package, the Consultant shall charge the Town for professional services at those hourly fees as specified in Exhibit "B." The Project Agreement shall specify that the Consultant's services shall be provided on an hourly basis with a maximum amount of compensation that may not be exceeded without additional approval.

2.5 Commencing with the fourth year term of this Agreement or on or after the anniversary date of this Agreement (February, ____, 2024), the Consultant's hourly fees/rates set forth in Exhibit "B" shall be subject to CPI adjustment annually effective on the anniversary date of the Agreement and annually thereafter. Fees/Rates shall be increased each year thereafter by the same percentage by which the Revised Consumer Price Index U.S. City Average for All Urban Consumers All Items, 1982-84 ("CPI") shall have increased since the previous year of this Agreement. After consultation and agreement with the Town Manager as to any adjustment to the Fees/Rates, Consultant shall provide an updated Fee/Rates Schedule to be attached as Exhibit "B" to the Agreement commencing with fourth year term and annually thereafter.

2.6 The professional services to be rendered by the Consultant shall commence subsequent to the execution of each Project Agreement. Performance of services by Consultant prior to execution of a Project Agreement shall be at Consultant's sole risk.

2.6 The Town Manager is authorized to negotiate and execute a Project Agreement for Projects in which the Consultant's services do not exceed \$25,000.00 for the fiscal year.

2.7 The Contract Documents for each Specific Project shall incorporate this Continuing Services Agreement. In the event that any of the terms or conditions of this Agreement conflict with the Project Agreement, the provisions of the Project Agreement shall govern and apply.

SECTION 3. TERM/TERMINATION

3.1 **Term of Agreement/Contract Time.** This Agreement shall commence on the date this instrument is fully executed by all parties (“Commencement Date”) and shall continue in full force and effect, unless and until terminated pursuant to Section 3.2, 3.5, 3.6, or other applicable sections of this Agreement.

3.2 **Termination For Convenience.** This Continuing Services Agreement may be terminated by the Town for convenience upon thirty (30) calendar days written notice to the Consultant.

3.3 **Non-Exclusive Agreement.** Notwithstanding the provisions of Subsection 3.1, the Town Manager or his designee may issue request for qualifications, requests for proposals, or other similar procurement documents for this professional discipline at any time and may utilize the services of any other consultants retained by the Town under similar continuing services agreements. Nothing in this Agreement shall be construed to give the Consultant a right to perform services for a Specific Project.

3.4 **Term of Project Agreement/Contract Time.** Each Project Agreement shall commence on the date the instrument is fully executed by all parties (“Commencement Date of Project Agreement”) and shall specify the period of service or Contract Time agreed to by the Town and Consultant for services to be rendered under said Project Agreement, unless otherwise terminated pursuant to this Section. The Town Manager, in his sole discretion, may extend the Term of a Project Agreement through written notification to Consultant. Such extension shall not exceed ninety (90) days. No further extensions of the Project Agreement shall be effective unless authorized by the Town Commission. Upon the Commencement Date of the Project Agreement, the Consultant shall commence services to the Town, and shall continuously perform services to the Town, without interruption, in accordance with the Term and time frames set forth in the “Project Schedule” included therein. The number of calendar days from the Commencement Date of the Project Agreement, through the date set forth in the Project Schedule for completion of the Project or the date of actual completion of the Project, whichever shall last occur, shall constitute the Contract Time.

3.5 **Termination For Cause; Project Agreement.** A Project Agreement may be terminated by either party upon five (5) calendar days written notice to the other party should the other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event that Consultant abandons a Project Agreement or causes it to be terminated by the Town, the Consultant shall indemnify the Town against any loss pertaining to this termination. In the event that the Consultant is terminated by the Town for cause and it is subsequently determined by a court by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 3.6 of this Agreement and the provision of Section 3.6 shall apply.

3.6 **Termination For Convenience; Project Agreement.** A Project Agreement may be terminated by the Town for convenience upon fourteen (14) calendar days’ written notice to

the Consultant. In the event of termination, the Consultant shall incur no further obligations in connection with the Project and shall, to the extent possible, terminate any outstanding subconsultant obligations. The Consultant shall be compensated for all services performed to the satisfaction of the Town and for reimbursable expenses incurred prior to the date of termination. The Consultant shall promptly submit its invoice for final payment and reimbursement and the invoice shall comply with the provisions of this Agreement and the Project Agreement for payment. Under no circumstances shall the Town make any payment to the Consultant for services which have not been performed or performed subsequent to the termination date.

3.7 **Assignment upon Termination.** Upon termination of a Project Agreement, a copy of all of the Consultant's work product shall become the property of the Town and the Consultant shall, within ten (10) working days of receipt of written direction from the Town, transfer to either the Town or its authorized designee, a copy of all work product in its possession, including but not limited to designs, plans, specifications, drawings, studies, reports and all other documents and data in the possession of the Consultant pertaining to this Project Agreement. Further, upon the Town's request, the Consultant shall assign its rights, title and interest under any subcontractor's agreements to the Town.

3.8 **Suspension for Convenience.** The Town shall have the right at any time to direct the Consultant to suspend its performance of a Specific Project, or any designated part thereof, for any reason whatsoever or without reason, for a cumulative period of up to thirty (30) calendar days. If any such suspension is directed by the Town, the Consultant shall immediately comply with same. In the event the Town directs a suspension of performance as provided for herein through no fault of the Consultant, the Town shall pay to the Consultant its reasonable costs, actually incurred and paid, of demobilization and remobilization, as full

SECTION 4. ADDITIONAL SERVICES AND CHANGES IN SCOPE OF SERVICES

4.1 **Changes Permitted.** Changes in the Scope of Services of a Project Agreement consisting of additions, deletions, revisions, or any combination thereof, may be ordered by the Town by Change Order without invalidating the Project Agreement.

4.2 **Change Order Defined.** Change Order shall mean a written order to the Consultant executed by the Town, issued after execution of a Project Agreement, authorizing and directing a change in the Scope of Services or an adjustment in the Contract Price or the Contract Time, or any combination thereof. The Contract Price and/or the Contract Time may be changed only by Change Order.

4.3 **Effect of Executed Change Order.** The execution of a Change Order by the Town and the Consultant shall constitute conclusive evidence of the Consultant's agreement to the ordered changes in the Scope of Services or an adjustment in the Contract Price or the Contract Time, or any combination thereof. The Consultant, by executing the Change Order, waives and forever releases any claim against the Town for additional time or compensation for matters relating to or arising out of or resulting from the Services included within or affected by the executed Change Order.

SECTION 5. BILLING AND PAYMENTS TO THE CONSULTANT.

5.1 **Lump Sum Compensation and Reimbursable Expenses.** Pursuant to a Project Agreement, Consultant shall submit invoices which are identified by the specific project number on a monthly basis in a timely manner. These invoices shall identify the Project, the nature of the work performed, the phase of work, the payment due, and the estimated percent of work accomplished in accordance with the approved Payment Schedule set forth in the Project Agreement. If compensation is based on hourly rates, invoices shall also identify the name and title of personnel who performed the work with applicable hourly rates. Invoices for each phase shall not exceed amounts allocated to each phase of the Project plus reimbursable expenses accrued during each phase. All requests for reimbursable expenses payment must be accompanied with relevant documentation which substantiates the cost. The statement shall show a summary of fees with accrual of the total and credits for portions previously paid by the Town. The Town shall pay Consultant within forty-five (45) calendar days of approval by the Town Manager or his designee of any invoices submitted by Consultant to the Town.

5.2 **Disputed Invoices.** In the event that all or a portion of an invoice submitted to the Town for payment to the Consultant pursuant to a Project Agreement is disputed, or additional backup documentation is required, the Town shall notify the Consultant within fifteen (15) working days of receipt of the invoice of such objection, modification or additional documentation request. The Consultant shall provide the Town with additional backup documentation within five (5) working days of the date of the Town's notice. The Town may request additional information, including but not limited to, all invoices, time records, expense records, accounting records, and payment records of the Consultant. The Town, at its sole discretion, may pay to the Consultant the undisputed portion of the invoice. The parties shall endeavor to resolve the dispute in a mutually agreeable fashion.

5.3 **Suspension of Payment.** In the event that the Town becomes credibly informed that any representations or invoices of the Consultant, provided pursuant to this Agreement and/or any Project Agreement, are wholly or partially inaccurate, or in the event that the Consultant is not in compliance with any term or condition of this Agreement and/or a Project Agreement, the Town may withhold payment of sums then or in the future otherwise due to the Consultant until the inaccuracy, or other breach of this Agreement and/or the Project Agreement, and the cause thereof, is corrected to the Town's reasonable satisfaction.

5.5 **Final Payment.** Submission of the Consultant's invoice for final payment and reimbursement shall constitute the Consultant's representation to the Town that, upon receipt from the Town of the amount invoiced, all obligations of the Consultant to others, including its consultants, incurred in connection with the Project, shall be paid in full. The Consultant shall deliver to the Town all documents requested by the Town evidencing payments to any and all subcontractors, and all final specifications, plans, or other documents as dictated in the Scope of Services and Deliverable. Acceptance of final payment shall constitute a waiver of any and all claims against the Town by the Consultant.

SECTION 6. SURVIVAL OF PROVISIONS

6.1 Any terms or conditions of either this Agreement or any subsequent Project Agreement that require acts beyond the date of the term of either agreement, shall survive termination of the agreements, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

SECTION 7. TOWN’S RESPONSIBILITIES

7.1 Assist Consultant by placing at its disposal all available information as may be requested in writing by the Consultant and allow reasonable access to all pertinent information relating to the services to be performed by Consultant.

7.2 Furnish to Consultant, at the Consultant’s written request, all available maps, plans, existing studies, reports and other data pertinent to the services to be provided by Consultant, in possession of the Town.

7.3 Arrange for access to and make all provisions for Consultant to enter upon public property as required for Consultant to perform services.

SECTION 8. CODE OF ETHICS

8.1 The code of ethics of the Florida Engineering Society shall be incorporated in this Agreement by this reference.

8.2 Consultant warrants and represents that its employees shall abide by the Code of Ethics for Public Officers and Employees, Chapter 112, Florida Statutes, Miami-Dade County’s Code of Ethics and the Town’s Ethics Code.

SECTION 9. COMPLIANCE WITH LAWS; POLICY OF NON-DISCRIMINATION/WAGES; LICENSES AND PERMITS

9.1 The Consultant shall comply with all federal, state and Town and local laws and ordinances applicable to the services or work or payment for such work and shall not discriminate on the grounds of race, color, religion, sex, age, marital status, national origin, physical or mental disability in the performance of work under this Agreement.

9.2 If the Project is subject to federal and grant funding that requires specific wage and non-discrimination provisions, Consultant shall be required to comply with the same.

9.3 The Consultant shall at all times during the term of this Agreement and any Specific Project Agreement maintain in good standing all licenses, certifications and permits required under applicable federal, state and local laws and regulations for performance of the work or services.

SECTION 10. OWNERSHIP OF DOCUMENTS/DELIVERABLES

10.1 All finished or unfinished documents, including but not limited to, detailed reports, studies, plans, drawings, surveys, maps, models, photographs, specifications, digital files, and all other data prepared for the Town or furnished by the Consultant pursuant to any Project Agreement, shall become the property of the Town, whether the Project for which they are made is completed or not, and shall be delivered by Consultant to the Town within five (5) calendar days after receipt of written notice requesting delivery of said documents or digital files. The Consultant shall have the right to keep one record set of the documents upon completion of the Project, however, in no event shall the Consultant, without the Town’s prior written authorization, use, or permit to be used, any of the documents except for client or educational presentations or seminar use.

10.2 All subcontracts for the preparation of reports, studies, plans, drawings, specifications, digital files or other data, entered into by the Consultant for each Specific Project shall provide that all such documents and rights obtained by virtue of such contracts shall become the property of the Town.

10.3 All final plans and documents prepared by the Consultant shall bear the endorsement and seal of a person duly registered as a Professional Engineer, Architect, Landscape Architect, Professional Geologist, or Land Surveyor, as appropriate, in the State of Florida and date approved and/or sealed.

10.4 All deliverables should be provided in electronic format to the Town. Drawings should be provided in CADD and written documentation should be provided in Microsoft Word.

SECTION 11. PUBLIC RECORDS ACT COMPLIANCE

11.1 Consultant acknowledges Consultant agrees to keep and maintain public records in Consultant possession or control in connection with Consultant’s performance under this Agreement. Consultant additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Consultant shall 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 Agreement, and following completion of the Agreement until the records are transferred to the Town.

11.2 Upon request from the Town custodian of public records, Consultant shall provide the Town 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 by Chapter 119, Florida Statutes, or as otherwise provided by law.

11.3 Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the Town.

11.4 Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Consultant shall be delivered by the Consultant to the Town Manager, at no cost to the Town, within seven (7) days. All such records stored electronically by Consultant shall be delivered to the Town in a format that is compatible with the Town's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Consultant shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

11.5 Any compensation due to Consultant shall be withheld until all records are received as provided herein.

11.6 Consultant's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Town.

Section 119.0701(2)(a), Florida Statutes

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.

Custodian of Records:	SANDRA MCCREADY, MMC TOWN CLERK
Mailing Address:	9293 Harding Avenue, Surfside, FL 33154
Telephone Number:	(305) 861-4863
Email:	smccready@townofsurfside.gov

SECTION 12. NO CONTINGENT FEE

12.1 Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. In the event the Consultant violates this provision, the Town shall have the right to terminate this Agreement or any Project Agreement, without liability, and at its sole discretion, to deduct from the Contract Price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

SECTION 13. INDEPENDENT CONTRACTOR

13.1 The Consultant is an independent contractor under this Agreement and any Project Agreements. Personal services provided by the Consultant shall be by employees of the Consultant and subject to supervision by the Consultant, and not as officers, employees, or

agents of the Town, Personnel policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services or work rendered under this Agreement or any Project Agreements shall be those of the Consultant.

SECTION 14. ASSIGNMENT; AMENDMENTS

14.1 This Agreement shall not be assigned, transferred or otherwise encumbered, under any circumstances, by Consultant, without the prior written consent of the Town.

14.2 No modification, amendment or alteration in the terms or conditions of this Agreement shall be effective unless contained in a written document executed with the same formality as this Agreement.

SECTION 15. INDEMNIFICATION/HOLD HARMLESS

15.1 Pursuant to Section 725.08, Florida Statutes, the Consultant shall indemnify and hold harmless the Town and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees at all trial and appellate levels, to the extent such liabilities, damages, losses, and costs are caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant or any persons employed or utilized by the Consultant in the performance of this Agreement or any Project Agreement.

SECTION 16. INSURANCE

The Consultant shall secure and maintain throughout the duration of this Agreement and any Project Agreement, insurance of such type and in such amounts necessary to protect its interest and the interest of the Town against hazards or risks of loss as specified below. The underwriter of such insurance shall be qualified to do business in Florida and have agents upon whom service of process may be made in the State of Florida. The insurance coverage shall be primary insurance with respect to the Town, its officials, employees, agents and volunteers. Any insurance maintained by the Town shall be in excess of the Consultant's insurance and shall not contribute to the Consultant's insurance. The Town may from time to time review existing insurance coverages and limits and require CONSULANT to add coverages, increase limits or amend insurance policies. The insurance coverages shall include at a minimum:

16.1 **Worker's Compensation and Employer's Liability Insurance:** Coverage to apply for all employees for Statutory Limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000.00 each accident.

16.2 **Comprehensive Automobile and Vehicle Liability Insurance:** This insurance shall be written in comprehensive form and shall protect the Consultant and the Town against claims for injuries to members of the public and/or damages to property of others arising from the Consultant's use of motor vehicles or any other equipment and shall cover operation with

respect to onsite and offsite operations and insurance coverage shall extend to any motor vehicles or other equipment irrespective of whether the same is owned, non-owned, or hired. The limit of liability shall not be less than \$1,000,000.00 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsement, as filed by the Insurance Services Office.

16.3 **Commercial General Liability.** This insurance shall be written in comprehensive form and shall protect the Consultant and the Town against claims arising from injuries to members of the public or damage to property of others arising out of any act or omission to act of the Consultant or any of its agents, employees, or subcontractors. The limit of liability shall not be less than \$1,000,000.00 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability.

(a) Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include: (1) Premises and/or Operations; (2) Independent contractors and Products and/or completed Operations; (3) Broad Form Property Damage, Personal Injury and a Contractual Liability Endorsement, including any hold harmless and/or indemnification agreement.

(b) The Town is to be specifically included as an Additional Insured for the liability of the Town resulting from services or work performed by or on behalf of Consultant in performance of this or any Project Agreement. Consultant's insurance, including that applicable to the Town as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Town shall be in excess of and shall not contribute to Consultant's insurance. Consultant's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured in the same manner as if separate policies had been issued to each.

16.4 **Professional Liability:** The Consultant shall furnish professional liability errors and omissions insurance coverage in an amount not less than \$2,000,000.00 with a maximum deductible of \$25,000.00 per claim. The Consultant shall be responsible for maintaining this professional liability insurance for a minimum of five (5) years from the date of execution of each Project Agreement. Upon request of the Town, the Consultant shall make available for inspection copies of any claims filed or made against the policy during the policy term. The Consultant shall additionally notify the Town, in writing, within thirty (30) calendar days of any claims filed or made against this policy in excess of \$25,000.00 during the policy term.

16.5 **Certificate of Insurance:** Prior to the execution of this Agreement, Consultant shall provide the Town Manager with evidence of insurability from the Consultant's Insurance Carrier or a Certificate of Insurance. Prior to execution of any Project Agreement, the Consultant shall provide to the Town Manager, Certificates of Insurance evidencing the required insurance coverages. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and any Project Agreement and shall

state that such insurance is as required by this and any Project Agreement. The Town reserves the right to require the Consultant to provide a certified copy of such policies, upon written request by the Town. If a policy is due to expire prior to the completion of the services, renewal Certificates of Insurance or policies shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Town before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Town Manager.

16.6 All deductibles or self-insured retentions must be declared to and be approved by the Town Manager or his designee. The Consultant shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim. The Town Manager may require the Consultant, as a condition of execution of a particular Project Agreement, to provide a bond or other monetary consideration to cover the Consultant's deductible for Professional Liability Insurance.

SECTION 17. REPRESENTATIVE OF TOWN AND CONSULTANT

17.1 **Town Representative.** It is recognized that questions in the day-to-day conduct of this Agreement will arise. The Town designates the Town Manager or his designee, as the person to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed.

17.2 **Consultant's Representative.** Consultant shall inform the Town Representative, in writing, of the representative of the Consultant to whom all communications pertaining to the day-to-day conduct of this Agreement and Project Agreement shall be addressed.

SECTION 18. COST AND ATTORNEY'S FEES/WAIVER OF JURY TRIAL

18.1 If either the Town or Consultant is required to enforce the terms of this Agreement or any Project Agreement by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all costs, expenses, and attorney's fees, in any state or federal administrative, circuit court and appellate court proceedings.

18.2 In the event of any litigation arising out of this Agreement or any Project Agreement, each party hereby knowingly, irrevocably, voluntarily and intentionally waives its right to trial by jury.

SECTION 19. ALL PRIOR AGREEMENTS SUPERSEDED

19.1 This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained in this Agreement and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document.

Accordingly, it is agreed that no deviation from the terms of this Agreement shall be predicated upon any prior representations or agreements whether oral or written.

SECTION 20. CONSULTANT'S RESPONSIBILITIES

20.1 The Consultant and any and all drawings, plans, specifications, or other construction or contract documents prepared by the Consultant shall be accurate, coordinated and adequate for construction and shall comply with all applicable Town Codes, state and federal laws, rules and regulations.

20.2 The Consultant shall exercise the same degree of care, skill and diligence in the performance of the services for each Project Agreement as is ordinarily provided by a professional engineer, architect, landscape architect, surveyor or mapper under similar circumstances. If at any time during the term of any Project Agreement or the construction of the Project for which the Consultant has provided engineering or architectural services under a prior Project Agreement, it is determined that the Consultant's documents are incorrect, defective or fail to conform to the Scope of Services of the particular Project, upon written notification from the Town, the Consultant shall immediately proceed to correct the work, re-perform services which failed to satisfy the foregoing standard of care, and shall pay all costs and expenses associated with correcting said incorrect or defective work, including any additional testing, inspections, and construction and reimbursements to the Town for any other services and expenses made necessary thereby, save and except any costs and expenses which the Town would have otherwise paid absent the Consultant's error or omission. The Town's rights and remedies under this section are in addition to, and are cumulative of, any and all other rights and remedies provided by this Agreement, the Project Agreement, by law, equity or otherwise.

20.3 The Consultant's obligations under Paragraph 20.2 of this Agreement shall survive termination of this Agreement or any Project Agreement.

SECTION 21. SUBCONSULTANTS

21.1 In the event the Consultant requires the services of any Subconsultants or other professional associates in connection with services covered by any Project Agreement, the Consultant must secure the prior written approval of the Town Manager or his designee. The Consultant shall utilize his/her best efforts to utilize Subconsultants whose principal place of business is located within Miami-Dade County, Florida.

21.2 Any subcontract with a Subconsultant shall afford to the Consultant rights against the Subconsultant which correspond to those rights afforded to the Town against the Consultant herein, including but not limited to those rights of termination as set forth herein.

21.3 No reimbursement shall be made to the Consultant for any subconsultants that have not been previously approved by the Town for use by the Consultant.

SECTION 22. NOTICES

Whenever either party desires to give notice to the other, it must be given by hand delivery or written notice, sent by certified United States mail, with return receipt requested or a nationally recognized private mail delivery service, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

FOR CONSULTANT:

Keith and Associates, Inc.
Attention: Alex Lazowick
5805 Blue Lagoon Drive, Suite 218
Miami, Florida 33126
Telephone: (305) 667-5474

FOR TOWN:

Town of Surfside, Florida
Attention: Town Manager
9293 Harding Avenue
Surfside, Florida 33154
Telephone: (305) 861-4863

With a copy to:

Weiss Serota Helfman Cole & Bierman, P.L.,
Attention: Lillian M. Arango, Town Attorney
2525 Ponce De Leon Blvd., Suite 700
Coral Gables, Florida
Telephone: (305) 854-0800
Facsimile: (305) 854-2323

SECTION 23. TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Agreement by Consultant shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement or any Project Agreement are accurate, complete, and current at the time of contracting. Each Project Agreement's contract prices and any additions shall be adjusted to exclude any significant sums by which the Town determines the Project's contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such adjustments shall be made within one year following the end of each Project Agreement.

SECTION 24. CONSENT TO JURISDICTION

The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of relating to this Agreement or any Project Agreement. Venue of any action to enforce this Agreement or any Project Agreement shall be in Miami-Dade County, Florida.

SECTION 25. GOVERNING LAW

25.1 This Agreement and any Project Agreement shall be construed in accordance with and governed by the laws of the State of Florida.

25.2 The Consultant represents that it is not currently engaged in, and will not engage in, a boycott, as defined in Section 3-1.1 of the Town of Surfside Code of Ordinances.

SECTION 26. HEADINGS

Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.

SECTION 27. EXHIBITS

Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The Exhibits if not physically attached, should be treated as part of this Agreement, and are incorporated by reference.

SECTION 28. SEVERABILITY

If any provision of this Agreement or any Project Agreement or the application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

SECTION 29. COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute the same instrument.

SECTION 30. INCORPORATION OF TERMS AND CONDITONS OF CONTINUING SERVICE AGREEMENT INTO PROJECT AGREEMENTS.

30.1 Each Project Agreement shall incorporate the terms and conditions set forth in this Continuing Services Agreement between the parties as though fully set forth therein. In the

event that any terms or conditions of a Project Agreement conflict with this Continuing Services Agreement, the provisions of the specific Project Agreement shall prevail and apply.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK. SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, the parties execute this Agreement on the respective dates under each signature: The Town, signing by and through its Town Manager, attested to by its Town Clerk, duly authorized to execute same and by Consultant by and through its _____, whose representative has been duly authorized to execute same through a resolution of the corporation or partnership.

TOWN:

ATTEST:

TOWN OF SURFSIDE, FLORIDA, a
Florida Municipal Corporation

TOWN CLERK

By: _____
Andrew Hyatt, Town Manager

Date: _____

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

TOWN ATTORNEY

CONSULTANT:
KEITH AND ASSOCIATES, INC., a Florida
corporation

By: _____

Name: _____

Title: _____

Date: _____

WITNESSES:

Print Name: _____

Print Name: _____

EXHIBIT “A”

**PROJECT AGREEMENT
[Purchase Order]**

Between

TOWN OF SURFSIDE, FLORIDA

And

KEITH AND ASSOCIATES, INC.

for

Purchase Order No. _____

[INSERT NAME OF PROJECT]

EXHIBIT "B"

CONSULTANT'S FEES / HOURLY BILLING RATES

KEITH - Prime Consultant		
Personnel	Rate	
Project Executive	\$ 350.00	Hourly
Senior Project Manager	\$ 225.00	Hourly
Project Manager	\$ 140.00	Hourly
Senior Traffic Engineer	\$ 175.00	Hourly
Traffic Engineer	\$ 125.00	Hourly
Engineer III	\$ 110.00	Hourly
Engineer II	\$ 100.00	Hourly
Engineer I	\$ 90.00	Hourly
Senior Construction Manager	\$ 180.00	Hourly
Construction Manager	\$ 150.00	Hourly
Senior Engineering Inspector	\$ 125.00	Hourly
Engineering Inspector	\$ 100.00	Hourly
Chief Surveyor	\$ 175.00	Hourly
Senior Surveyor & Mapper	\$ 150.00	Hourly
Project Surveyor II	\$ 125.00	Hourly
Project Surveyor I	\$ 110.00	Hourly
Senior Technician	\$ 100.00	Hourly
Technician	\$ 90.00	Hourly
Senior Planner	\$ 140.00	Hourly
Planner II	\$ 120.00	Hourly
Planner I	\$ 100.00	Hourly
Senior Landscape Architect	\$ 150.00	Hourly
Landscape Architect	\$ 135.00	Hourly
Arborist	\$ 140.00	Hourly
Landscape Designer III	\$ 125.00	Hourly
Landscape Designer II	\$ 100.00	Hourly
Landscape Designer I	\$ 90.00	Hourly
Chief Utility Coordinator	\$ 160.00	Hourly
Senior Utility Coordinator	\$ 140.00	Hourly
Utility Coordinator	\$ 100.00	Hourly
Subsurface Utility Location Manager	\$ 140.00	Hourly
Subsurface Utility Field Supervisor	\$ 90.00	Hourly
Utility Designating/GPR	\$ 200.00	Hourly
Survey Crew IV	\$ 160.00	Hourly
Survey Crew III	\$ 130.00	Hourly
Survey Crew II	\$ 110.00	Hourly
Survey Static Laser Scanning	\$ 250.00	Hourly
Survey Drone Photos	\$ 200.00	Hourly
Impervious Coring >8"	\$ 150.00	Each
Vacuum Excavation Test Hole (Pervious Surface)	\$ 375.00	Each
Vacuum Excavation Test Hole (Impervious Surface)	\$ 475.00	Each
Administrative Assistant	\$ 80.00	Hourly

BCC Engineering - Civil		
Personnel	Rate	
Principal	\$ 230.00	Hourly
Senior Project Manager/Division Manager	\$ 228.00	Hourly
Project Manager and Technical Experts Registered Staff	\$ 199.50	Hourly
Senior Engineer	\$ 171.00	Hourly
Project Engineer	\$ 156.25	Hourly
Non-Registered Staff	\$ 142.50	Hourly
CAD/Drafting Technical Support	\$ 128.25	Hourly
Administrative Clerical	\$ 76.95	Hourly
Moffatt & Nichol - Coastal / Civil		
Personnel	Rate	
Principal Engineer	\$ 250.00	Hourly
Supervisory Engineer/Scientist	\$ 236.00	Hourly
Senior Engineer	\$ 195.00	Hourly
Engineer/Scientist III	\$ 165.00	Hourly
Project Manager	\$ 165.00	Hourly
Engineer/Scientist II	\$ 140.00	Hourly
Engineer/Scientist I	\$ 120.00	Hourly
Staff Engineer/Scientist II	\$ 110.00	Hourly
Staff Engineer/Scientist I	\$ 98.00	Hourly
Senior Designer	\$ 168.00	Hourly
Designer	\$ 119.00	Hourly
Senior Technician	\$ 112.00	Hourly
CADD II	\$ 108.00	Hourly
CADD I	\$ 93.00	Hourly
CADD Apprentice	\$ 65.00	Hourly
Word Processor	\$ 94.00	Hourly
Admin	\$ 60.00	Hourly

CPZ Architects, Inc. - Architecture		
Personnel	Rate	
Principal	\$ 250.00	Hourly
Architect	\$ 225.00	Hourly
Senior Project Manager	\$ 195.00	Hourly
Project Manager	\$ 175.00	Hourly
Architectural Associate (Intern)	\$ 140.00	Hourly
Administration	\$ 95.00	Hourly

ME Engineering Consultants, Inc. - MEP		
Personnel	Rate	
Senior Engineer	\$ 110.00	Hourly
Engineer	\$ 80.00	Hourly
Designer	\$ 50.00	Hourly
CAD Technician	\$ 38.00	Hourly
Project Coordinator	\$ 28.00	Hourly

Lakdas/Yohalem Engineering, Inc. - Structural		
Personnel	Rate	
Principal	\$ 205.00	Hourly
Senior Engineer	\$ 145.00	Hourly
Project Manager	\$ 135.00	Hourly
Project Engineer	\$ 120.00	Hourly
Senior Designer/Technician	\$ 90.00	Hourly
Senior Drafter	\$ 90.00	Hourly
Senior Inspector	\$ 88.50	Hourly
Inspector	\$ 83.00	Hourly
Administrative	\$ 62.00	Hourly

GFA International - Geotechnical and Environmental Engineering

Part 1

A. Soils Laboratory Services

Personnel	Rate	
Standard or modified proctor moisture density relationship	\$ 105.00	Test
Limerock Bearing Ratio	\$ 260.00	Test
Moisture Content	\$ 15.00	Test
Organic Content	\$ 50.00	Test
Sieve Analysis Complete	\$ 75.00	Test
Sieve Analysis (-200 only)	\$ 50.00	Test
Hydrometer Analysis (does not include +200 sieve analysis)	\$ 150.00	Test
Atterberg Limits	\$ 75.00	Test
Incremental Consolidation test	\$ 750.00	Test
Constant Strain Consolidation test	\$ 750.00	Test
Permeability tests on sands	\$ 350.00	Test
Permeability tests on fine grained soils	\$ 350.00	Test
Unconfined Compression Test (soil)	\$ 300.00	Test
Triaxial Tests	\$ 375.00	Point
Preparation of samples for consolidation, permeability or strength tests	\$ 75.00	Sample

Part 2 - Subsurface Exploration

A. Mobilization

Personnel	Rate	
Drill or Cone Sounding Rig & Crew (accessible to truck mounted equipment)		
0 - 50 Miles	\$ 450.00	Mobilization
50 - 75 Miles	\$ 500.00	Mobilization
76 - 100 Miles	\$ 550.00	Mobilization
101+ Miles	\$ 650.00	Mobilization
Truck- Round Trip		
0 - 50 Miles	\$ 250.00	Mobilization
50-75 Miles	\$ 300.00	Mobilization
76- 100 Miles	\$ 350.00	Mobilization
101+ Miles	\$ 450.00	Mobilization
Amphibious rig	\$ 6,000.00	Mobilization
Track Mounted Rig	\$ 1,000.00	each
Mileage for rig & support truck	\$ 2.00	Mile
Hole Location and Clearing (2-man crew)	\$ 150.00	per hole
Per diem (in season rates: room cost + \$21.00 / DAY)	\$ 50.00	Day/Person

B. Standard Penetration Test Borings-Land

Personnel	Rate	
From surface to 25 ft	\$ 15.00	If

From 26 ft to 50 ft	\$ 18.00	If
From 51 ft to 100 ft	\$ 20.00	If
Coring of limestones (depth less than 50')	\$ 50.00	If
Borings in High Resistance Soils or Rock		
0 -50ft	\$ 18.00	If
50 - 100 ft	\$ 22.00	If
Furnish, install & remove casing (up to 4-inch diameter)		
0 -50ft	\$ 5.00	If
50- 100 ft	\$ 10.00	If
Continuous Sampling- Extra Split Spoons		
0 -50ft	\$ 30.00	Sample
50 - 100 ft	\$ 35.00	Sample
Undisturbed Samples	\$ 150.00	Sample
Borehole Grouting		
0 -50ft depth	\$ 5.00	If

C. Other Subsurface Sampling Methods

Personnel	Rate	
Wash Borings	\$ 15.00	If
Auger Borings, 3- or 4-inch Flight Auger	\$ 12.00	If
Hand Auger Borings	\$ 12.00	If
Muck Probes, 2-man crew	\$ 150.00	Hourly
Rock Coring (Nx) minimum 5' run	\$ 50.00	If
Rock Coring (4-inch) minimum 5' run	\$ 60.00	If
Mechanical Cone Soundings		
0 - 100-ft depth	\$ 10.00	If
Electrical Dutch Cone Soundings		
0 - 100-ft depth	\$ 12.00	If
Piezocone Soundings		
0 - 100-ft depth	\$ 15.00	If
Piezocone Dissipation Monitoring	TBN	If

D. Monitor Well Installation & Testing

Personnel	Rate	
Non-Environmental (2-inch diameter)		
0 - 25-ft depth	\$ 25.00	If
Environmental (2-inch diameter)		
Less than 25-ft depth, price to be negotiated if numerous wells are to be installed for a given project	\$ 40.00	If
Locking Well Covers & Pads	\$ 175.00	pad
Developing wells with compressed air (2-person crew); plus air compressor cost +15%	\$ 200.00	Hourly
Developing shallow wells with pumps (2-person crew); plus pump charge	\$ 150.00	Hourly

Well sampling	\$ 60.00	Hourly
Decontamination - plus rental costs + 15% of rental costs	\$ 125.00	Hourly

E. Field Test		
Personnel	Rate	
Field Permeability Tests - drilling not included	\$ 400.00	Test
Exfiltration Tests (does not include backhoe)	\$ 375.00	Test
Septic Tank Percolation Test	\$ 375.00	Test

Part 3 - Engineering & Administration Support Services		
Personnel	Rate	
Principal Engineer	\$ 150.00	Hourly
Senior Project Engineer / Scientist	\$ 125.00	Hourly
Project Engineer / Scientist	\$ 105.00	Hourly
Staff Engineer / Scientist	\$ 95.00	Hourly
Senior Engineering Technician	\$ 80.00	Hourly
Field Technician	\$ 70.00	Hourly
Draftsman	\$ 50.00	Hourly
Secretary	\$ 30.00	Hourly
Miscellaneous expense or outside professional services	Cost + 15%	
Unit prices quoted shall include technician time at the laboratory/office		
Soil boring/Drilling price quoted shall include visual inspection		

PDA Equipment	\$ 750.00	day
Saximeter Equipment	\$ 60.00	day
PDA Equipment Mobilization	\$ 500.00	mobilization
CAPWAP Analyses, including labor, equipment, and software	\$ 1,200.00	analyses
Wave Equation Analyses (EAP) including Labor, equipment, software	\$ 1,200.00	analyses
Vibration Monitor Equipment	\$ 200.00	day

A. Environmental Engineering & Testing		
Personnel	Rate	
Radon Tests	\$ 75.00	Canister
Certified Radon Technician	\$ 105.00	Hourly
Data Reduction	\$ 85.00	Hourly
Hydrogeologist	\$ 150.00	Hourly
OVA or TIP rental	\$ 140.00	Day
Data Logger Rental	\$ 140.00	Day
Centrifugal Pump Rental	\$ 74.00	Day
Submersible Pump Rental	\$ 158.50	Day
Slug Test (does not include monitor well installation)		
For 2" shallow aquifer testing 30' dee or shallower	Site Specific	Test

Any larger or deeper wells	Site Specific	Test
Principal Engineer	\$ 250.00	Hourly
Sampling of Groundwater Monitoring Wells	\$ 75.00	Hourly
(Refer to Part 2, Section D for Installation of Wells)		

B. Travel Charge Vehicle Mileage		
Personnel	Rate	
Nonprofessional, Field Related	\$ 0.60	Mile

C. Overtime & Holiday		
Personnel	Rate	
Overtime & Holiday	Rate X 1.5	Unit

D. Disposal of Contaminated Materials		
Personnel	Rate	
Hazardous Waste	TBN	55-gal drum
Industrial Non-Hazardous Waste	\$ 150.00	55-gal drum

E. Chemical Testing		
Personnel	Rate	
pH	\$ 15.00	Test
Specific Conductance	\$ 15.00	Test
Fluoride	\$ 18.00	Test
Ortho-phosphate	\$ 22.00	Test
Sulfate	\$ 18.00	Test
Ammonia Nitrogen	\$ 24.00	Test
Chloride	\$ 18.00	Test
Lead	\$ 20.50	Test
Sodium	\$ 20.50	Test
Soil pH	\$ 15.00	Test
Soil specific conductance - Florida method 551		Test
Carbonate Content	\$ 38.00	Test
EPA 502.2 Volatile Organics	\$ 80.00	Test
EPA 504 Ethylene Dibromide	\$ 45.00	Test
EPA 601 Purgeable Volatile Halocarbons	\$ 75.00	Test
EPA 602 Purgeable Volatile Aromatic Hydrocarbons	\$ 40.00	Test
EPA 610 Polynuclear Aromatic Hydrocarbons	\$ 82.00	Test
EPA 624 Priority Pollutants - Volatile Organic	\$ 115.00	Test

EXHIBIT “C”

PROFESSIONAL ENGINEERING SERVICES PROVIDED

Consultant is qualified to provide the professional engineering services marked below with an “X” for the Town’s Specific Projects.

	Professional Engineering Services Categories	Qualification
1	AERIAL / LAND PHOTOGRAPHY	
2	SURVEY, GIS, TOPOGRAPHY	X
3	ASBESTOS REMOVAL	
4	CHEMICAL ENGINEERING	
5	CIVIL ENGINEERING (GENERAL)	X
6	COMMUNICATIONS	
7	ELECTRICAL	
8	ARCHITECTURAL	
9	ENVIRONMENTAL	X
10	MECHANICAL (ALL)	
11	SITE ASSESSMENT	X
12	SOLID WASTE	X
13	STORMWATER	X
14	STRUCTURAL	X
15	TRANSPORTATION	X
16	WATER AND SEWER (UTILITIES) (W&S)	X

RESOLUTION NO. 2021-_____

A RESOLUTION OF THE MAYOR AND THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING THE CONTINUING SERVICES AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES, INC. FOR PROFESSIONAL ENGINEERING SERVICES; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE CONTINUING SERVICES AGREEMENT; AUTHORIZING THE TOWN MANAGER AND TOWN OFFICIALS TO TAKE ALL ACTION NECESSARY TO IMPLEMENT THE CONTINUING SERVICES AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 287.055, Florida Statutes (“CCNA”), on August 3, 2020, the Town of Surfside (the “Town”) issued Request for Qualifications (RFQ) No. 2020-06 requesting qualifications from professional engineering firms that could provide various engineering services for the Town’s projects and assignments (the “Services”); and

WHEREAS, in accordance with the RFQ, the Evaluation Committee evaluated, ranked and scored all proposals received, and recommended that the first tier or top eight (8) ranked firms be qualified to provide the Services and eligible for award at this time of a Continuing Services Agreement for the Services; and

WHEREAS, on December 8, 2020, the Town Commission adopted Resolution No. 2747 approving the rankings and recommendations of the Evaluation Committee as to qualified firms and authorizing negotiations for award of a Continuing Services Agreements to first tier or top eight (8) ranked and qualified firms for the Services; and

WHEREAS, Kimley-Horn and Associates, Inc., is one of the firms qualified to perform the Services and has agreed to provide the following services, specifically: survey, GIS, and

topography; civil engineering (general); environmental; site assessment; solid waste; stormwater; transportation; and water and sewer (utilities) (W&S); and

WHEREAS, the Town Commission finds that approval of the Continuing Services Agreement between the Town and Kimley-Horn and Associates, Inc. for the Services, substantially in the form attached hereto as Exhibit “A,” is in the best interest of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are true and correct and incorporated into this Resolution by this reference.

Section 2. Approval of Continuing Services Agreement. The Continuing Services Agreement for professional engineering services between the Town and Kimley-Horn and Associates, Inc., in substantially the form attached hereto as Exhibit “A,” together with such non-material changes as may be acceptable as to form and legality by the Town Attorney, is approved.

Section 3. Authorization to Execute Continuing Services Agreement. The Town Manager is authorized to execute the Continuing Services Agreement with Kimley-Horn and Associates, Inc. on behalf of the Town, and to execute any documents or amendments related thereto, subject to the approval as to form and legality by the Town Attorney.

Section 4. Implementation by Town Officials. The Town Manager and/or Town Officials are authorized to take all action necessary to implement the terms and conditions of the Continuing Services Agreement and this Resolution.

Section 5. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 9th day of February, 2021.

Motion By: _____

Second By: _____

FINAL VOTE ON ADOPTION:

Commissioner Charles Kesl _____

Commissioner Eliana R. Salzhauer _____

Commissioner Nelly Velasquez _____

Vice Mayor Tina Paul _____

Mayor Charles W. Burkett _____

Charles W. Burkett, Mayor

ATTEST:

Sandra McCready, MMC, Town Clerk

**APPROVED AS TO FORM AND LEGALITY FOR THE USE
AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:**

Weiss Serota Helfman Cole & Bierman, P.L.
Town Attorney

TOWN OF SURFSIDE, FLORIDA
CONTINUING SERVICES AGREEMENT
PROFESSIONAL ENGINEERING SERVICES



The Town of Surfside Commission:

Mayor Charles W. Burkett
Vice Mayor Tina Paul
Commissioner Charles Kesl
Commissioner Elianna Salzhauer
Commissioner Nelly Velasquez

Town of Surfside
9293 Harding Ave
Surfside, FL 33154

CONTINUING SERVICES AGREEMENT

Between

TOWN OF SURFSIDE, FLORIDA

And

KIMLEY-HORN AND ASSOCIATES, INC.

THIS CONTINUING SERVICES AGREEMENT is made between **TOWN OF SURFSIDE, FLORIDA**, a Florida municipal corporation (hereinafter referred to as the “Town”) and **KIMLEY-HORN AND ASSOCIATES, INC.**, a North Carolina corporation authorized to do business in the State of Florida (hereinafter referred to as the “Consultant”), whose principal place of business is 421 Fayetteville Street, Suite 600, Raleigh, North Carolina 27601.

WHEREAS, pursuant to Section 287.055, Florida Statutes, on August 3, 2020, the Town issued Request For Qualifications (RFQ) No. 2020-06 requesting qualifications from professional engineering firms and selected the Consultant to provide professional engineering services with respect to various Town projects and assignments (“Services”); and

WHEREAS, the Consultant is willing and able to perform such Services for the Town in accordance with the terms and conditions set forth in this Agreement (hereinafter referred to as this “Continuing Services Agreement” or this “Agreement”); and

WHEREAS, the purpose of this Continuing Services Agreement is not to authorize the Consultant to perform a specific project, but to set forth certain terms and conditions which shall govern and be incorporated into subsequent supplemental agreements or work orders for specific projects or services when required.

NOW THEREFORE, in consideration of the mutual terms, conditions, promises and covenants set forth below, the Town and Consultant agree as follows:

SECTION 1. DEFINITIONS

The following definitions and references are given for interpreting the terms as used in this Agreement and apply unless the context indicates a different meaning:

1.1 **Compensation:** The total amount paid by the Town for the Consultant’s professional services for a specific project, exclusive of reimbursable expenses.

1.2 **Reimbursable Expenses:** The direct non-salary expenses directly attributable to the Project. Reimbursable expenses include long-distance communications, application and permit fees paid for securing approval of authorities having jurisdiction over the Specific Project;

actual cost of reproduction, printing, binding, and photocopying of drawings, specifications, renderings and other documents; postage; travel expenses; and subconsultant's fees.

1.3 **Specific Project Agreement or Project Agreement:** A purchase order or specific agreement to provide services for a particular Project, substantially in the form attached hereto and incorporated herein by reference as Exhibit "A."

1.4 **Subconsultant Fee:** The direct and actual cost of the Subconsultant with no markup, as reflected by actual invoices of the Subconsultant.

1.5 **Travel Expenses:** One-half Consultant's hourly rate as indicated on Exhibit "B", meals and lodging expenses incurred directly for the specific project for travel outside of Miami-Dade and Broward Counties. No travel expenses or overnight travel outside of Miami-Dade and Broward Counties shall be reimbursed unless Consultant has secured advance written authorization for such travel from the Town Manager or his designee.

SECTION 2. SPECIFIC PROJECTS/SCOPE OF SERVICES

2.1 In accordance with the Consultants' Competitive Negotiation Act (Section 287.055, Florida Statutes), the Consultant shall be eligible to provide professional services listed under Exhibit "C," which is attached hereto and incorporated by reference, for Specific Projects authorized from time to time by the Town Commission and/or Town Manager pursuant to subsection 2.6 (hereinafter, the "Specific Project" or the "Project"). The Town intends to retain and may retain more than one (1) firm, if possible and as necessary, that is qualified to perform professional services for Specific Projects, which may include, without limitation: professional engineering services listed under Exhibit "C," program management services, and construction management.

2.2 When the need for services for a Specific Project occurs, the Town Manager or his designee may, enter into negotiations with the Consultant for that Specific Project under the terms and conditions of this Agreement. The Town shall initiate said negotiations by providing the Consultant with a "Scope of Services Request," requesting from the Consultant a proposal to provide professional services for the Specific Project. The Consultant shall prepare a proposal which includes those subjects specified in subsection 2.3 (a) through (g). The Town Manager or his designee and Consultant shall negotiate the terms of the Specific Project in accordance with the provisions of Subsection 2.3.

2.3 The Town and Consultant shall utilize as the agreement for each Specific Project, a Purchase Order or standard Project Agreement ("Project Agreement") in substantially the form attached hereto and incorporated herein as Exhibit "A." Each supplemental purchase order or agreement for a Specific Project will, by mutual agreement, set forth, among other things, the following:

- a. The Scope of Services;

- b. The Deliverables;
- c. The Time and Schedule of Performance and Term;
- d. The amount of Compensation setting forth whether the Town agrees to pay Consultant a lump sum fee as compensation for the services, or hourly based on approved rates up to a maximum amount not to be exceeded;
- e. The Personnel assigned to the Specific Project;
- f. Any additional contractual requirements of Section 287.055, Florida Statutes, for consultant agreements; and
- g. Any modifications to the Project Agreement, if mutually agreed upon by the parties.

2.4 If the Town Manager determines that the Consultant's services in its capacity as architectural and/or engineering consultant for a particular project are needed on an hourly basis, in lieu of a lump sum compensation package, the Consultant shall charge the Town for professional services at those hourly fees as specified in Exhibit "B." The Project Agreement shall specify that the Consultant's services shall be provided on an hourly basis with a maximum amount of compensation that may not be exceeded without additional approval.

2.5 Commencing with the fourth year term of this Agreement or on or after the anniversary date of this Agreement (February, ____, 2024), the Consultant's hourly fees/rates set forth in Exhibit "B" shall be subject to CPI adjustment annually effective on the anniversary date of the Agreement and annually thereafter. Fees/Rates shall be increased each year thereafter by the same percentage by which the Revised Consumer Price Index U.S. City Average for All Urban Consumers All Items, 1982-84 ("CPI") shall have increased since the previous year of this Agreement. After consultation and agreement with the Town Manager as to any adjustment to the Fees/Rates, Consultant shall provide an updated Fee/Rates Schedule to be attached as Exhibit "B" to the Agreement commencing with fourth year term and annually thereafter.

2.6 The professional services to be rendered by the Consultant shall commence subsequent to the execution of each Project Agreement. Performance of services by Consultant prior to execution of a Project Agreement shall be at Consultant's sole risk.

2.6 The Town Manager is authorized to negotiate and execute a Project Agreement for Projects in which the Consultant's services do not exceed \$25,000.00 for the fiscal year.

2.7 The Contract Documents for each Specific Project shall incorporate this Continuing Services Agreement. In the event that any of the terms or conditions of this Agreement conflict with the Project Agreement, the provisions of the Project Agreement shall govern and apply.

SECTION 3. TERM/TERMINATION

3.1 **Term of Agreement/Contract Time.** This Agreement shall commence on the date this instrument is fully executed by all parties (“Commencement Date”) and shall continue in full force and effect, unless and until terminated pursuant to Section 3.2, 3.5, 3.6, or other applicable sections of this Agreement.

3.2 **Termination For Convenience.** This Continuing Services Agreement may be terminated by the Town for convenience upon thirty (30) calendar days written notice to the Consultant.

3.3 **Non-Exclusive Agreement.** Notwithstanding the provisions of Subsection 3.1, the Town Manager or his designee may issue request for qualifications, requests for proposals, or other similar procurement documents for this professional discipline at any time and may utilize the services of any other consultants retained by the Town under similar continuing services agreements. Nothing in this Agreement shall be construed to give the Consultant a right to perform services for a Specific Project.

3.4 **Term of Project Agreement/Contract Time.** Each Project Agreement shall commence on the date the instrument is fully executed by all parties (“Commencement Date of Project Agreement”) and shall specify the period of service or Contract Time agreed to by the Town and Consultant for services to be rendered under said Project Agreement, unless otherwise terminated pursuant to this Section. The Town Manager, in his sole discretion, may extend the Term of a Project Agreement through written notification to Consultant. Such extension shall not exceed ninety (90) days. No further extensions of the Project Agreement shall be effective unless authorized by the Town Commission. Upon the Commencement Date of the Project Agreement, the Consultant shall commence services to the Town, and shall continuously perform services to the Town, without interruption, in accordance with the Term and time frames set forth in the “Project Schedule” included therein. The number of calendar days from the Commencement Date of the Project Agreement, through the date set forth in the Project Schedule for completion of the Project or the date of actual completion of the Project, whichever shall last occur, shall constitute the Contract Time.

3.5 **Termination For Cause; Project Agreement.** A Project Agreement may be terminated by either party upon five (5) calendar days written notice to the other party should the other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event that Consultant abandons a Project Agreement or causes it to be terminated by the Town, the Consultant shall indemnify the Town against any loss pertaining to this termination. In the event that the Consultant is terminated by the Town for cause and it is subsequently determined by a court by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 3.6 of this Agreement and the provision of Section 3.6 shall apply.

3.6 **Termination For Convenience; Project Agreement.** A Project Agreement may be terminated by the Town for convenience upon fourteen (14) calendar days’ written notice to

the Consultant. In the event of termination, the Consultant shall incur no further obligations in connection with the Project and shall, to the extent possible, terminate any outstanding subconsultant obligations. The Consultant shall be compensated for all services performed to the satisfaction of the Town and for reimbursable expenses incurred prior to the date of termination. The Consultant shall promptly submit its invoice for final payment and reimbursement and the invoice shall comply with the provisions of this Agreement and the Project Agreement for payment. Under no circumstances shall the Town make any payment to the Consultant for services which have not been performed or performed subsequent to the termination date.

3.7 **Assignment upon Termination.** Upon termination of a Project Agreement, a copy of all of the Consultant's work product shall become the property of the Town and the Consultant shall, within ten (10) working days of receipt of written direction from the Town, transfer to either the Town or its authorized designee, a copy of all work product in its possession, including but not limited to designs, plans, specifications, drawings, studies, reports and all other documents and data in the possession of the Consultant pertaining to this Project Agreement. Further, upon the Town's request, the Consultant shall assign its rights, title and interest under any subcontractor's agreements to the Town.

3.8 **Suspension for Convenience.** The Town shall have the right at any time to direct the Consultant to suspend its performance of a Specific Project, or any designated part thereof, for any reason whatsoever or without reason, for a cumulative period of up to thirty (30) calendar days. If any such suspension is directed by the Town, the Consultant shall immediately comply with same. In the event the Town directs a suspension of performance as provided for herein through no fault of the Consultant, the Town shall pay to the Consultant its reasonable costs, actually incurred and paid, of demobilization and remobilization, as full

SECTION 4. ADDITIONAL SERVICES AND CHANGES IN SCOPE OF SERVICES

4.1 **Changes Permitted.** Changes in the Scope of Services of a Project Agreement consisting of additions, deletions, revisions, or any combination thereof, may be ordered by the Town by Change Order without invalidating the Project Agreement.

4.2 **Change Order Defined.** Change Order shall mean a written order to the Consultant executed by the Town, issued after execution of a Project Agreement, authorizing and directing a change in the Scope of Services or an adjustment in the Contract Price or the Contract Time, or any combination thereof. The Contract Price and/or the Contract Time may be changed only by Change Order.

4.3 **Effect of Executed Change Order.** The execution of a Change Order by the Town and the Consultant shall constitute conclusive evidence of the Consultant's agreement to the ordered changes in the Scope of Services or an adjustment in the Contract Price or the Contract Time, or any combination thereof. The Consultant, by executing the Change Order, waives and forever releases any claim against the Town for additional time or compensation for matters relating to or arising out of or resulting from the Services included within or affected by the executed Change Order.

SECTION 5. BILLING AND PAYMENTS TO THE CONSULTANT.

5.1 **Lump Sum Compensation and Reimbursable Expenses.** Pursuant to a Project Agreement, Consultant shall submit invoices which are identified by the specific project number on a monthly basis in a timely manner. These invoices shall identify the Project, the nature of the work performed, the phase of work, the payment due, and the estimated percent of work accomplished in accordance with the approved Payment Schedule set forth in the Project Agreement. If compensation is based on hourly rates, invoices shall also identify the name and title of personnel who performed the work with applicable hourly rates. Invoices for each phase shall not exceed amounts allocated to each phase of the Project plus reimbursable expenses accrued during each phase. All requests for reimbursable expenses payment must be accompanied with relevant documentation which substantiates the cost. The statement shall show a summary of fees with accrual of the total and credits for portions previously paid by the Town. The Town shall pay Consultant within forty-five (45) calendar days of approval by the Town Manager or his designee of any invoices submitted by Consultant to the Town.

5.2 **Disputed Invoices.** In the event that all or a portion of an invoice submitted to the Town for payment to the Consultant pursuant to a Project Agreement is disputed, or additional backup documentation is required, the Town shall notify the Consultant within fifteen (15) working days of receipt of the invoice of such objection, modification or additional documentation request. The Consultant shall provide the Town with additional backup documentation within five (5) working days of the date of the Town's notice. The Town may request additional information, including but not limited to, all invoices, time records, expense records, accounting records, and payment records of the Consultant. The Town, at its sole discretion, may pay to the Consultant the undisputed portion of the invoice. The parties shall endeavor to resolve the dispute in a mutually agreeable fashion.

5.3 **Suspension of Payment.** In the event that the Town becomes credibly informed that any representations or invoices of the Consultant, provided pursuant to this Agreement and/or any Project Agreement, are wholly or partially inaccurate, or in the event that the Consultant is not in compliance with any term or condition of this Agreement and/or a Project Agreement, the Town may withhold payment of sums then or in the future otherwise due to the Consultant until the inaccuracy, or other breach of this Agreement and/or the Project Agreement, and the cause thereof, is corrected to the Town's reasonable satisfaction.

5.5 **Final Payment.** Submission of the Consultant's invoice for final payment and reimbursement shall constitute the Consultant's representation to the Town that, upon receipt from the Town of the amount invoiced, all obligations of the Consultant to others, including its consultants, incurred in connection with the Project, shall be paid in full. The Consultant shall deliver to the Town all documents requested by the Town evidencing payments to any and all subcontractors, and all final specifications, plans, or other documents as dictated in the Scope of Services and Deliverable. Acceptance of final payment shall constitute a waiver of any and all claims against the Town by the Consultant.

SECTION 6. SURVIVAL OF PROVISIONS

6.1 Any terms or conditions of either this Agreement or any subsequent Project Agreement that require acts beyond the date of the term of either agreement, shall survive termination of the agreements, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

SECTION 7. TOWN’S RESPONSIBILITIES

7.1 Assist Consultant by placing at its disposal all available information as may be requested in writing by the Consultant and allow reasonable access to all pertinent information relating to the services to be performed by Consultant.

7.2 Furnish to Consultant, at the Consultant’s written request, all available maps, plans, existing studies, reports and other data pertinent to the services to be provided by Consultant, in possession of the Town.

7.3 Arrange for access to and make all provisions for Consultant to enter upon public property as required for Consultant to perform services.

SECTION 8. CODE OF ETHICS

8.1 The code of ethics of the Florida Engineering Society shall be incorporated in this Agreement by this reference.

8.2 Consultant warrants and represents that its employees shall abide by the Code of Ethics for Public Officers and Employees, Chapter 112, Florida Statutes, Miami-Dade County’s Code of Ethics and the Town’s Ethics Code.

SECTION 9. COMPLIANCE WITH LAWS; POLICY OF NON-DISCRIMINATION/WAGES; LICENSES AND PERMITS

9.1 The Consultant shall comply with all federal, state and Town and local laws and ordinances applicable to the services or work or payment for such work and shall not discriminate on the grounds of race, color, religion, sex, age, marital status, national origin, physical or mental disability in the performance of work under this Agreement.

9.2 If the Project is subject to federal and grant funding that requires specific wage and non-discrimination provisions, Consultant shall be required to comply with the same.

9.3 The Consultant shall at all times during the term of this Agreement and any Specific Project Agreement maintain in good standing all licenses, certifications and permits required under applicable federal, state and local laws and regulations for performance of the work or services.

SECTION 10. OWNERSHIP OF DOCUMENTS/DELIVERABLES

10.1 All finished or unfinished documents, including but not limited to, detailed reports, studies, plans, drawings, surveys, maps, models, photographs, specifications, digital files, and all other data prepared for the Town or furnished by the Consultant pursuant to any Project Agreement, shall become the property of the Town, whether the Project for which they are made is completed or not, and shall be delivered by Consultant to the Town within five (5) calendar days after receipt of written notice requesting delivery of said documents or digital files. The Consultant shall have the right to keep one record set of the documents upon completion of the Project, however, in no event shall the Consultant, without the Town’s prior written authorization, use, or permit to be used, any of the documents except for client or educational presentations or seminar use.

10.2 All subcontracts for the preparation of reports, studies, plans, drawings, specifications, digital files or other data, entered into by the Consultant for each Specific Project shall provide that all such documents and rights obtained by virtue of such contracts shall become the property of the Town.

10.3 All final plans and documents prepared by the Consultant shall bear the endorsement and seal of a person duly registered as a Professional Engineer, Architect, Landscape Architect, Professional Geologist, or Land Surveyor, as appropriate, in the State of Florida and date approved and/or sealed.

10.4 All deliverables should be provided in electronic format to the Town. Drawings should be provided in CADD and written documentation should be provided in Microsoft Word.

SECTION 11. PUBLIC RECORDS ACT COMPLIANCE

11.1 Consultant acknowledges Consultant agrees to keep and maintain public records in Consultant possession or control in connection with Consultant’s performance under this Agreement. Consultant additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Consultant shall 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 Agreement, and following completion of the Agreement until the records are transferred to the Town.

11.2 Upon request from the Town custodian of public records, Consultant shall provide the Town 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 by Chapter 119, Florida Statutes, or as otherwise provided by law.

11.3 Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the Town.

11.4 Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Consultant shall be delivered by the Consultant to the Town Manager, at no cost to the Town, within seven (7) days. All such records stored electronically by Consultant shall be delivered to the Town in a format that is compatible with the Town's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Consultant shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

11.5 Any compensation due to Consultant shall be withheld until all records are received as provided herein.

11.6 Consultant's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Town.

Section 119.0701(2)(a), Florida Statutes

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.

Custodian of Records:	SANDRA MCCREADY, MMC TOWN CLERK
Mailing Address:	9293 Harding Avenue, Surfside, FL 33154
Telephone Number:	(305) 861-4863
Email:	smccready@townofsurfside.gov

SECTION 12. NO CONTINGENT FEE

12.1 Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. In the event the Consultant violates this provision, the Town shall have the right to terminate this Agreement or any Project Agreement, without liability, and at its sole discretion, to deduct from the Contract Price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

SECTION 13. INDEPENDENT CONTRACTOR

13.1 The Consultant is an independent contractor under this Agreement and any Project Agreements. Personal services provided by the Consultant shall be by employees of the Consultant and subject to supervision by the Consultant, and not as officers, employees, or

agents of the Town, Personnel policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services or work rendered under this Agreement or any Project Agreements shall be those of the Consultant.

SECTION 14. ASSIGNMENT; AMENDMENTS

14.1 This Agreement shall not be assigned, transferred or otherwise encumbered, under any circumstances, by Consultant, without the prior written consent of the Town.

14.2 No modification, amendment or alteration in the terms or conditions of this Agreement shall be effective unless contained in a written document executed with the same formality as this Agreement.

SECTION 15. INDEMNIFICATION/HOLD HARMLESS

15.1 Pursuant to Section 725.08, Florida Statutes, the Consultant shall indemnify and hold harmless the Town and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees at all trial and appellate levels, to the extent such liabilities, damages, losses, and costs are caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant or any persons employed or utilized by the Consultant in the performance of this Agreement or any Project Agreement.

SECTION 16. INSURANCE

The Consultant shall secure and maintain throughout the duration of this Agreement and any Project Agreement, insurance of such type and in such amounts necessary to protect its interest and the interest of the Town against hazards or risks of loss as specified below. The underwriter of such insurance shall be qualified to do business in Florida and have agents upon whom service of process may be made in the State of Florida. The insurance coverage shall be primary insurance with respect to the Town, its officials, employees, agents and volunteers. Any insurance maintained by the Town shall be in excess of the Consultant's insurance and shall not contribute to the Consultant's insurance. The Town may from time to time review existing insurance coverages and limits and require CONSULANT to add coverages, increase limits or amend insurance policies. The insurance coverages shall include at a minimum:

16.1 **Worker's Compensation and Employer's Liability Insurance:** Coverage to apply for all employees for Statutory Limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000.00 each accident.

16.2 **Comprehensive Automobile and Vehicle Liability Insurance:** This insurance shall be written in comprehensive form and shall protect the Consultant and the Town against claims for injuries to members of the public and/or damages to property of others arising from the Consultant's use of motor vehicles or any other equipment and shall cover operation with

respect to onsite and offsite operations and insurance coverage shall extend to any motor vehicles or other equipment irrespective of whether the same is owned, non-owned, or hired. The limit of liability shall not be less than \$1,000,000.00 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsement, as filed by the Insurance Services Office.

16.3 **Commercial General Liability.** This insurance shall be written in comprehensive form and shall protect the Consultant and the Town against claims arising from injuries to members of the public or damage to property of others arising out of any act or omission to act of the Consultant or any of its agents, employees, or subcontractors. The limit of liability shall not be less than \$1,000,000.00 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability.

(a) Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include: (1) Premises and/or Operations; (2) Independent contractors and Products and/or completed Operations; (3) Broad Form Property Damage, Personal Injury and a Contractual Liability Endorsement, including any hold harmless and/or indemnification agreement.

(b) The Town is to be specifically included as an Additional Insured for the liability of the Town resulting from services or work performed by or on behalf of Consultant in performance of this or any Project Agreement. Consultant's insurance, including that applicable to the Town as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Town shall be in excess of and shall not contribute to Consultant's insurance. Consultant's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured in the same manner as if separate policies had been issued to each.

16.4 **Professional Liability:** The Consultant shall furnish professional liability errors and omissions insurance coverage in an amount not less than \$2,000,000.00 with a maximum deductible of \$25,000.00 per claim. The Consultant shall be responsible for maintaining this professional liability insurance for a minimum of five (5) years from the date of execution of each Project Agreement. Upon request of the Town, the Consultant shall make available for inspection copies of any claims filed or made against the policy during the policy term. The Consultant shall additionally notify the Town, in writing, within thirty (30) calendar days of any claims filed or made against this policy in excess of \$25,000.00 during the policy term.

16.5 **Certificate of Insurance:** Prior to the execution of this Agreement, Consultant shall provide the Town Manager with evidence of insurability from the Consultant's Insurance Carrier or a Certificate of Insurance. Prior to execution of any Project Agreement, the Consultant shall provide to the Town Manager, Certificates of Insurance evidencing the required insurance coverages. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and any Project Agreement and shall

state that such insurance is as required by this and any Project Agreement. The Town reserves the right to require the Consultant to provide a certified copy of such policies, upon written request by the Town. If a policy is due to expire prior to the completion of the services, renewal Certificates of Insurance or policies shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Town before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Town Manager.

16.6 All deductibles or self-insured retentions must be declared to and be approved by the Town Manager or his designee. The Consultant shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim. The Town Manager may require the Consultant, as a condition of execution of a particular Project Agreement, to provide a bond or other monetary consideration to cover the Consultant's deductible for Professional Liability Insurance.

SECTION 17. REPRESENTATIVE OF TOWN AND CONSULTANT

17.1 **Town Representative.** It is recognized that questions in the day-to-day conduct of this Agreement will arise. The Town designates the Town Manager or his designee, as the person to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed.

17.2 **Consultant's Representative.** Consultant shall inform the Town Representative, in writing, of the representative of the Consultant to whom all communications pertaining to the day-to-day conduct of this Agreement and Project Agreement shall be addressed.

SECTION 18. COST AND ATTORNEY'S FEES/WAIVER OF JURY TRIAL

18.1 If either the Town or Consultant is required to enforce the terms of this Agreement or any Project Agreement by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all costs, expenses, and attorney's fees, in any state or federal administrative, circuit court and appellate court proceedings.

18.2 In the event of any litigation arising out of this Agreement or any Project Agreement, each party hereby knowingly, irrevocably, voluntarily and intentionally waives its right to trial by jury.

SECTION 19. ALL PRIOR AGREEMENTS SUPERSEDED

19.1 This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained in this Agreement and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document.

Accordingly, it is agreed that no deviation from the terms of this Agreement shall be predicated upon any prior representations or agreements whether oral or written.

SECTION 20. CONSULTANT'S RESPONSIBILITIES

20.1 The Consultant and any and all drawings, plans, specifications, or other construction or contract documents prepared by the Consultant shall be accurate, coordinated and adequate for construction and shall comply with all applicable Town Codes, state and federal laws, rules and regulations.

20.2 The Consultant shall exercise the same degree of care, skill and diligence in the performance of the services for each Project Agreement as is ordinarily provided by a professional engineer, architect, landscape architect, surveyor or mapper under similar circumstances. If at any time during the term of any Project Agreement or the construction of the Project for which the Consultant has provided engineering or architectural services under a prior Project Agreement, it is determined that the Consultant's documents are incorrect, defective or fail to conform to the Scope of Services of the particular Project, upon written notification from the Town, the Consultant shall immediately proceed to correct the work, re-perform services which failed to satisfy the foregoing standard of care, and shall pay all costs and expenses associated with correcting said incorrect or defective work, including any additional testing, inspections, and construction and reimbursements to the Town for any other services and expenses made necessary thereby, save and except any costs and expenses which the Town would have otherwise paid absent the Consultant's error or omission. The Town's rights and remedies under this section are in addition to, and are cumulative of, any and all other rights and remedies provided by this Agreement, the Project Agreement, by law, equity or otherwise.

20.3 The Consultant's obligations under Paragraph 20.2 of this Agreement shall survive termination of this Agreement or any Project Agreement.

SECTION 21. SUBCONSULTANTS

21.1 In the event the Consultant requires the services of any Subconsultants or other professional associates in connection with services covered by any Project Agreement, the Consultant must secure the prior written approval of the Town Manager or his designee. The Consultant shall utilize his/her best efforts to utilize Subconsultants whose principal place of business is located within Miami-Dade County, Florida.

21.2 Any subcontract with a Subconsultant shall afford to the Consultant rights against the Subconsultant which correspond to those rights afforded to the Town against the Consultant herein, including but not limited to those rights of termination as set forth herein.

21.3 No reimbursement shall be made to the Consultant for any subconsultants that have not been previously approved by the Town for use by the Consultant.

SECTION 22. NOTICES

Whenever either party desires to give notice to the other, it must be given by hand delivery or written notice, sent by certified United States mail, with return receipt requested or a nationally recognized private mail delivery service, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

FOR CONSULTANT:

Kimley-Horn and Associates, Inc.
Attention: Derrick Lewis, P.E.
355 Alhambra Circle, Suite 1400
Coral Gables, Florida 33134
Telephone: (305) 535-7752

FOR TOWN:

Town of Surfside, Florida
Attention: Town Manager
9293 Harding Avenue
Surfside, Florida 33154
Telephone: (305) 861-4863

With a copy to:

Weiss Serota Helfman Cole & Bierman, P.L.,
Attention: Lillian M. Arango, Town Attorney
2525 Ponce De Leon Blvd., Suite 700
Coral Gables, Florida
Telephone: (305) 854-0800
Facsimile: (305) 854-2323

SECTION 23. TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Agreement by Consultant shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement or any Project Agreement are accurate, complete, and current at the time of contracting. Each Project Agreement's contract prices and any additions shall be adjusted to exclude any significant sums by which the Town determines the Project's contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such adjustments shall be made within one year following the end of each Project Agreement.

SECTION 24. CONSENT TO JURISDICTION

The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of relating to this Agreement or any Project Agreement. Venue of any action to enforce this Agreement or any Project Agreement shall be in Miami-Dade County, Florida.

SECTION 25. GOVERNING LAW

25.1 This Agreement and any Project Agreement shall be construed in accordance with and governed by the laws of the State of Florida.

25.2 The Consultant represents that it is not currently engaged in, and will not engage in, a boycott, as defined in Section 3-1.1 of the Town of Surfside Code of Ordinances.

SECTION 26. HEADINGS

Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.

SECTION 27. EXHIBITS

Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The Exhibits if not physically attached, should be treated as part of this Agreement, and are incorporated by reference.

SECTION 28. SEVERABILITY

If any provision of this Agreement or any Project Agreement or the application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

SECTION 29. COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute the same instrument.

SECTION 30. INCORPORATION OF TERMS AND CONDITONS OF CONTINUING SERVICE AGREEMENT INTO PROJECT AGREEMENTS.

30.1 Each Project Agreement shall incorporate the terms and conditions set forth in this Continuing Services Agreement between the parties as though fully set forth therein. In the

event that any terms or conditions of a Project Agreement conflict with this Continuing Services Agreement, the provisions of the specific Project Agreement shall prevail and apply.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK. SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, the parties execute this Agreement on the respective dates under each signature: The Town, signing by and through its Town Manager, attested to by its Town Clerk, duly authorized to execute same and by Consultant by and through its _____, whose representative has been duly authorized to execute same through a resolution of the corporation or partnership.

TOWN:

ATTEST:

TOWN OF SURFSIDE, FLORIDA, a
Florida Municipal Corporation

TOWN CLERK

By: _____
Andrew Hyatt, Town Manager

Date: _____

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

TOWN ATTORNEY

CONSULTANT:

Kimley-Horn and Associates, Inc., a North Carolina
corporation

By: _____

Name: _____

Title: _____

Date: _____

WITNESSES:

Print Name: _____

Print Name: _____

EXHIBIT “A”

**PROJECT AGREEMENT
[Purchase Order]**

Between

TOWN OF SURFSIDE, FLORIDA

And

KIMLEY-HORN AND ASSOCIATES, INC.

for

Purchase Order No. ____

[INSERT NAME OF PROJECT]

EXHIBIT "B"

CONSULTANT'S FEES / HOURLY BILLING RATES

Kimley-Horn and Associates, Inc.

Billing Rates

Classification	Billing Rate
Analyst	\$125.00
Clerical	\$81.00
Principal	\$298.00
Professional 1	\$145.00
Professional 2	\$175.00
Senior Professional 1	\$225.00
Senior Professional 2	\$260.00
Senior Support Staff	\$170.00
Support Staff	\$110.00

EXHIBIT “C”

PROFESSIONAL ENGINEERING SERVICES PROVIDED

Consultant is qualified to provide the professional engineering services marked below with an “X” for the Town’s Specific Projects.

	Professional Engineering Services Categories	Qualification
1	AERIAL / LAND PHOTOGRAPHY	
2	SURVEY, GIS, TOPOGRAPHY	X
3	ASBESTOS REMOVAL	
4	CHEMICAL ENGINEERING	
5	CIVIL ENGINEERING (GENERAL)	X
6	COMMUNICATIONS	
7	ELECTRICAL	
8	ARCHITECTURAL	
9	ENVIRONMENTAL	X
10	MECHANICAL (ALL)	
11	SITE ASSESSMENT	X
12	SOLID WASTE	X
13	STORMWATER	X
14	STRUCTURAL	
15	TRANSPORTATION	X
16	WATER AND SEWER (UTILITIES) (W&S)	X

RESOLUTION NO. 2021-_____

A RESOLUTION OF THE MAYOR AND THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING THE CONTINUING SERVICES AGREEMENT WITH C.A.P. GOVERNMENT, INC. FOR PROFESSIONAL ENGINEERING SERVICES; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE CONTINUING SERVICES AGREEMENT; AUTHORIZING THE TOWN MANAGER AND TOWN OFFICIALS TO TAKE ALL ACTION NECESSARY TO IMPLEMENT THE CONTINUING SERVICES AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 287.055, Florida Statutes (“CCNA”), on August 3, 2020, the Town of Surfside (the “Town”) issued Request for Qualifications (RFQ) No. 2020-06 requesting qualifications from professional engineering firms that could provide various engineering services for the Town’s projects and assignments (the “Services”); and

WHEREAS, in accordance with the RFQ, the Evaluation Committee evaluated, ranked and scored all proposals received, and recommended that the first tier or top eight (8) ranked firms be qualified to provide the Services and eligible for award at this time of a Continuing Services Agreement for the Services; and

WHEREAS, on December 8, 2020, the Town Commission adopted Resolution No. 2747 approving the rankings and recommendations of the Evaluation Committee as to qualified firms and authorizing negotiations for award of a Continuing Services Agreements to first tier or top eight (8) ranked and qualified firms for the Services; and

WHEREAS, C.A.P. Government, Inc., is one of the firms qualified to perform the Services and has agreed to provide specifically, structural engineering services; and

WHEREAS, the Town Commission finds that approval of the Continuing Services Agreement between the Town and C.A.P. Government, Inc. for the Services, substantially in the form attached hereto as Exhibit “A,” is in the best interest of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are true and correct and incorporated into this Resolution by this reference.

Section 2. Approval of Continuing Services Agreement. The Continuing Services Agreement for professional engineering services between the Town and C.A.P. Government, Inc., in substantially the form attached hereto as Exhibit “A,” together with such non-material changes as may be acceptable as to form and legality by the Town Attorney, is approved.

Section 3. Authorization to Execute Continuing Services Agreement. The Town Manager is authorized to execute the Continuing Services Agreement with C.A.P. Government, Inc. on behalf of the Town, and to execute any documents or amendments related thereto, subject to the approval as to form and legality by the Town Attorney.

Section 4. Implementation by Town Officials. The Town Manager and/or Town Officials are authorized to take all action necessary to implement the terms and conditions of the Continuing Services Agreement and this Resolution.

Section 5. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 9th day of February, 2021.

Motion By: _____

Second By: _____

FINAL VOTE ON ADOPTION:

Commissioner Charles Kesl _____
Commissioner Eliana R. Salzhauer _____
Commissioner Nelly Velasquez _____
Vice Mayor Tina Paul _____
Mayor Charles W. Burkett _____

Charles W. Burkett, Mayor

ATTEST:

Sandra McCready, MMC, Town Clerk

**APPROVED AS TO FORM AND LEGALITY FOR THE USE
AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:**

Weiss Serota Helfman Cole & Bierman, P.L.
Town Attorney

TOWN OF SURFSIDE, FLORIDA
CONTINUING SERVICES AGREEMENT
PROFESSIONAL ENGINEERING SERVICES



The Town of Surfside Commission:

Mayor Charles W. Burkett
Vice Mayor Tina Paul
Commissioner Charles Kesl
Commissioner Elianna Salzhauer
Commissioner Nelly Velasquez

Town of Surfside
9293 Harding Ave
Surfside, FL 33154

CONTINUING SERVICES AGREEMENT

Between

TOWN OF SURFSIDE, FLORIDA

And

C.A.P. GOVERNMENT, INC.

THIS CONTINUING SERVICES AGREEMENT is made between **TOWN OF SURFSIDE, FLORIDA**, a Florida municipal corporation (hereinafter referred to as the “Town”) and **C.A.P. GOVERNMENT, INC.**, a Florida corporation authorized to do business in the State of Florida (hereinafter referred to as the “Consultant”), whose principal place of business is 343 Almeria Avenue, Coral Gables, Florida 33134.

WHEREAS, pursuant to Section 287.055, Florida Statutes, on August 3, 2020, the Town issued Request For Qualifications (RFQ) No. 2020-06 requesting qualifications from professional engineering firms and selected the Consultant to provide professional engineering services with respect to various Town projects and assignments (“Services”); and

WHEREAS, the Consultant is willing and able to perform such Services for the Town in accordance with the terms and conditions set forth in this Agreement (hereinafter referred to as this “Continuing Services Agreement” or this “Agreement”); and

WHEREAS, the purpose of this Continuing Services Agreement is not to authorize the Consultant to perform a specific project, but to set forth certain terms and conditions which shall govern and be incorporated into subsequent supplemental agreements or work orders for specific projects or services when required.

NOW THEREFORE, in consideration of the mutual terms, conditions, promises and covenants set forth below, the Town and Consultant agree as follows:

SECTION 1. DEFINITIONS

The following definitions and references are given for interpreting the terms as used in this Agreement and apply unless the context indicates a different meaning:

1.1 **Compensation:** The total amount paid by the Town for the Consultant’s professional services for a specific project, exclusive of reimbursable expenses.

1.2 **Reimbursable Expenses:** The direct non-salary expenses directly attributable to the Project. Reimbursable expenses include long-distance communications, application and permit fees paid for securing approval of authorities having jurisdiction over the Specific Project;

actual cost of reproduction, printing, binding, and photocopying of drawings, specifications, renderings and other documents; postage; travel expenses; and subconsultant's fees.

1.3 **Specific Project Agreement or Project Agreement:** A purchase order or specific agreement to provide services for a particular Project, substantially in the form attached hereto and incorporated herein by reference as Exhibit "A."

1.4 **Subconsultant Fee:** The direct and actual cost of the Subconsultant with no markup, as reflected by actual invoices of the Subconsultant.

1.5 **Travel Expenses:** One-half Consultant's hourly rate as indicated on Exhibit "B", meals and lodging expenses incurred directly for the specific project for travel outside of Miami-Dade and Broward Counties. No travel expenses or overnight travel outside of Miami-Dade and Broward Counties shall be reimbursed unless Consultant has secured advance written authorization for such travel from the Town Manager or his designee.

SECTION 2. SPECIFIC PROJECTS/SCOPE OF SERVICES

2.1 In accordance with the Consultants' Competitive Negotiation Act (Section 287.055, Florida Statutes), the Consultant shall be eligible to provide professional services listed under Exhibit "C," which is attached hereto and incorporated by reference, for Specific Projects authorized from time to time by the Town Commission and/or Town Manager pursuant to subsection 2.6 (hereinafter, the "Specific Project" or the "Project"). The Town intends to retain and may retain more than one (1) firm, if possible and as necessary, that is qualified to perform professional services for Specific Projects, which may include, without limitation: professional engineering services listed under Exhibit "C," program management services, and construction management.

2.2 When the need for services for a Specific Project occurs, the Town Manager or his designee may, enter into negotiations with the Consultant for that Specific Project under the terms and conditions of this Agreement. The Town shall initiate said negotiations by providing the Consultant with a "Scope of Services Request," requesting from the Consultant a proposal to provide professional services for the Specific Project. The Consultant shall prepare a proposal which includes those subjects specified in subsection 2.3 (a) through (g). The Town Manager or his designee and Consultant shall negotiate the terms of the Specific Project in accordance with the provisions of Subsection 2.3.

2.3 The Town and Consultant shall utilize as the agreement for each Specific Project, a Purchase Order or standard Project Agreement ("Project Agreement") in substantially the form attached hereto and incorporated herein as Exhibit "A." Each supplemental purchase order or agreement for a Specific Project will, by mutual agreement, set forth, among other things, the following:

- a. The Scope of Services;

- b. The Deliverables;
- c. The Time and Schedule of Performance and Term;
- d. The amount of Compensation setting forth whether the Town agrees to pay Consultant a lump sum fee as compensation for the services, or hourly based on approved rates up to a maximum amount not to be exceeded;
- e. The Personnel assigned to the Specific Project;
- f. Any additional contractual requirements of Section 287.055, Florida Statutes, for consultant agreements; and
- g. Any modifications to the Project Agreement, if mutually agreed upon by the parties.

2.4 If the Town Manager determines that the Consultant's services in its capacity as architectural and/or engineering consultant for a particular project are needed on an hourly basis, in lieu of a lump sum compensation package, the Consultant shall charge the Town for professional services at those hourly fees as specified in Exhibit "B." The Project Agreement shall specify that the Consultant's services shall be provided on an hourly basis with a maximum amount of compensation that may not be exceeded without additional approval.

2.5 Commencing with the fourth year term of this Agreement or on or after the anniversary date of this Agreement (February, ____, 2024), the Consultant's hourly fees/rates set forth in Exhibit "B" shall be subject to CPI adjustment annually effective on the anniversary date of the Agreement and annually thereafter. Fees/Rates shall be increased each year thereafter by the same percentage by which the Revised Consumer Price Index U.S. City Average for All Urban Consumers All Items, 1982-84 ("CPI") shall have increased since the previous year of this Agreement. After consultation and agreement with the Town Manager as to any adjustment to the Fees/Rates, Consultant shall provide an updated Fee/Rates Schedule to be attached as Exhibit "B" to the Agreement commencing with fourth year term and annually thereafter.

2.6 The professional services to be rendered by the Consultant shall commence subsequent to the execution of each Project Agreement. Performance of services by Consultant prior to execution of a Project Agreement shall be at Consultant's sole risk.

2.6 The Town Manager is authorized to negotiate and execute a Project Agreement for Projects in which the Consultant's services do not exceed \$25,000.00 for the fiscal year.

2.7 The Contract Documents for each Specific Project shall incorporate this Continuing Services Agreement. In the event that any of the terms or conditions of this Agreement conflict with the Project Agreement, the provisions of the Project Agreement shall govern and apply.

SECTION 3. TERM/TERMINATION

3.1 **Term of Agreement/Contract Time.** This Agreement shall commence on the date this instrument is fully executed by all parties (“Commencement Date”) and shall continue in full force and effect, unless and until terminated pursuant to Section 3.2, 3.5, 3.6, or other applicable sections of this Agreement.

3.2 **Termination For Convenience.** This Continuing Services Agreement may be terminated by the Town for convenience upon thirty (30) calendar days written notice to the Consultant.

3.3 **Non-Exclusive Agreement.** Notwithstanding the provisions of Subsection 3.1, the Town Manager or his designee may issue request for qualifications, requests for proposals, or other similar procurement documents for this professional discipline at any time and may utilize the services of any other consultants retained by the Town under similar continuing services agreements. Nothing in this Agreement shall be construed to give the Consultant a right to perform services for a Specific Project.

3.4 **Term of Project Agreement/Contract Time.** Each Project Agreement shall commence on the date the instrument is fully executed by all parties (“Commencement Date of Project Agreement”) and shall specify the period of service or Contract Time agreed to by the Town and Consultant for services to be rendered under said Project Agreement, unless otherwise terminated pursuant to this Section. The Town Manager, in his sole discretion, may extend the Term of a Project Agreement through written notification to Consultant. Such extension shall not exceed ninety (90) days. No further extensions of the Project Agreement shall be effective unless authorized by the Town Commission. Upon the Commencement Date of the Project Agreement, the Consultant shall commence services to the Town, and shall continuously perform services to the Town, without interruption, in accordance with the Term and time frames set forth in the “Project Schedule” included therein. The number of calendar days from the Commencement Date of the Project Agreement, through the date set forth in the Project Schedule for completion of the Project or the date of actual completion of the Project, whichever shall last occur, shall constitute the Contract Time.

3.5 **Termination For Cause; Project Agreement.** A Project Agreement may be terminated by either party upon five (5) calendar days written notice to the other party should the other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event that Consultant abandons a Project Agreement or causes it to be terminated by the Town, the Consultant shall indemnify the Town against any loss pertaining to this termination. In the event that the Consultant is terminated by the Town for cause and it is subsequently determined by a court by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 3.6 of this Agreement and the provision of Section 3.6 shall apply.

3.6 **Termination For Convenience; Project Agreement.** A Project Agreement may be terminated by the Town for convenience upon fourteen (14) calendar days’ written notice to

the Consultant. In the event of termination, the Consultant shall incur no further obligations in connection with the Project and shall, to the extent possible, terminate any outstanding subconsultant obligations. The Consultant shall be compensated for all services performed to the satisfaction of the Town and for reimbursable expenses incurred prior to the date of termination. The Consultant shall promptly submit its invoice for final payment and reimbursement and the invoice shall comply with the provisions of this Agreement and the Project Agreement for payment. Under no circumstances shall the Town make any payment to the Consultant for services which have not been performed or performed subsequent to the termination date.

3.7 **Assignment upon Termination.** Upon termination of a Project Agreement, a copy of all of the Consultant's work product shall become the property of the Town and the Consultant shall, within ten (10) working days of receipt of written direction from the Town, transfer to either the Town or its authorized designee, a copy of all work product in its possession, including but not limited to designs, plans, specifications, drawings, studies, reports and all other documents and data in the possession of the Consultant pertaining to this Project Agreement. Further, upon the Town's request, the Consultant shall assign its rights, title and interest under any subcontractor's agreements to the Town.

3.8 **Suspension for Convenience.** The Town shall have the right at any time to direct the Consultant to suspend its performance of a Specific Project, or any designated part thereof, for any reason whatsoever or without reason, for a cumulative period of up to thirty (30) calendar days. If any such suspension is directed by the Town, the Consultant shall immediately comply with same. In the event the Town directs a suspension of performance as provided for herein through no fault of the Consultant, the Town shall pay to the Consultant its reasonable costs, actually incurred and paid, of demobilization and remobilization, as full

SECTION 4. ADDITIONAL SERVICES AND CHANGES IN SCOPE OF SERVICES

4.1 **Changes Permitted.** Changes in the Scope of Services of a Project Agreement consisting of additions, deletions, revisions, or any combination thereof, may be ordered by the Town by Change Order without invalidating the Project Agreement.

4.2 **Change Order Defined.** Change Order shall mean a written order to the Consultant executed by the Town, issued after execution of a Project Agreement, authorizing and directing a change in the Scope of Services or an adjustment in the Contract Price or the Contract Time, or any combination thereof. The Contract Price and/or the Contract Time may be changed only by Change Order.

4.3 **Effect of Executed Change Order.** The execution of a Change Order by the Town and the Consultant shall constitute conclusive evidence of the Consultant's agreement to the ordered changes in the Scope of Services or an adjustment in the Contract Price or the Contract Time, or any combination thereof. The Consultant, by executing the Change Order, waives and forever releases any claim against the Town for additional time or compensation for matters relating to or arising out of or resulting from the Services included within or affected by the executed Change Order.

SECTION 5. BILLING AND PAYMENTS TO THE CONSULTANT.

5.1 **Lump Sum Compensation and Reimbursable Expenses.** Pursuant to a Project Agreement, Consultant shall submit invoices which are identified by the specific project number on a monthly basis in a timely manner. These invoices shall identify the Project, the nature of the work performed, the phase of work, the payment due, and the estimated percent of work accomplished in accordance with the approved Payment Schedule set forth in the Project Agreement. If compensation is based on hourly rates, invoices shall also identify the name and title of personnel who performed the work with applicable hourly rates. Invoices for each phase shall not exceed amounts allocated to each phase of the Project plus reimbursable expenses accrued during each phase. All requests for reimbursable expenses payment must be accompanied with relevant documentation which substantiates the cost. The statement shall show a summary of fees with accrual of the total and credits for portions previously paid by the Town. The Town shall pay Consultant within forty-five (45) calendar days of approval by the Town Manager or his designee of any invoices submitted by Consultant to the Town.

5.2 **Disputed Invoices.** In the event that all or a portion of an invoice submitted to the Town for payment to the Consultant pursuant to a Project Agreement is disputed, or additional backup documentation is required, the Town shall notify the Consultant within fifteen (15) working days of receipt of the invoice of such objection, modification or additional documentation request. The Consultant shall provide the Town with additional backup documentation within five (5) working days of the date of the Town's notice. The Town may request additional information, including but not limited to, all invoices, time records, expense records, accounting records, and payment records of the Consultant. The Town, at its sole discretion, may pay to the Consultant the undisputed portion of the invoice. The parties shall endeavor to resolve the dispute in a mutually agreeable fashion.

5.3 **Suspension of Payment.** In the event that the Town becomes credibly informed that any representations or invoices of the Consultant, provided pursuant to this Agreement and/or any Project Agreement, are wholly or partially inaccurate, or in the event that the Consultant is not in compliance with any term or condition of this Agreement and/or a Project Agreement, the Town may withhold payment of sums then or in the future otherwise due to the Consultant until the inaccuracy, or other breach of this Agreement and/or the Project Agreement, and the cause thereof, is corrected to the Town's reasonable satisfaction.

5.5 **Final Payment.** Submission of the Consultant's invoice for final payment and reimbursement shall constitute the Consultant's representation to the Town that, upon receipt from the Town of the amount invoiced, all obligations of the Consultant to others, including its consultants, incurred in connection with the Project, shall be paid in full. The Consultant shall deliver to the Town all documents requested by the Town evidencing payments to any and all subcontractors, and all final specifications, plans, or other documents as dictated in the Scope of Services and Deliverable. Acceptance of final payment shall constitute a waiver of any and all claims against the Town by the Consultant.

SECTION 6. SURVIVAL OF PROVISIONS

6.1 Any terms or conditions of either this Agreement or any subsequent Project Agreement that require acts beyond the date of the term of either agreement, shall survive termination of the agreements, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

SECTION 7. TOWN’S RESPONSIBILITIES

7.1 Assist Consultant by placing at its disposal all available information as may be requested in writing by the Consultant and allow reasonable access to all pertinent information relating to the services to be performed by Consultant.

7.2 Furnish to Consultant, at the Consultant’s written request, all available maps, plans, existing studies, reports and other data pertinent to the services to be provided by Consultant, in possession of the Town.

7.3 Arrange for access to and make all provisions for Consultant to enter upon public property as required for Consultant to perform services.

SECTION 8. CODE OF ETHICS

8.1 The code of ethics of the Florida Engineering Society shall be incorporated in this Agreement by this reference.

8.2 Consultant warrants and represents that its employees shall abide by the Code of Ethics for Public Officers and Employees, Chapter 112, Florida Statutes, Miami-Dade County’s Code of Ethics and the Town’s Ethics Code.

SECTION 9. COMPLIANCE WITH LAWS; POLICY OF NON-DISCRIMINATION/WAGES; LICENSES AND PERMITS

9.1 The Consultant shall comply with all federal, state and Town and local laws and ordinances applicable to the services or work or payment for such work and shall not discriminate on the grounds of race, color, religion, sex, age, marital status, national origin, physical or mental disability in the performance of work under this Agreement.

9.2 If the Project is subject to federal and grant funding that requires specific wage and non-discrimination provisions, Consultant shall be required to comply with the same.

9.3 The Consultant shall at all times during the term of this Agreement and any Specific Project Agreement maintain in good standing all licenses, certifications and permits required under applicable federal, state and local laws and regulations for performance of the work or services.

SECTION 10. OWNERSHIP OF DOCUMENTS/DELIVERABLES

10.1 All finished or unfinished documents, including but not limited to, detailed reports, studies, plans, drawings, surveys, maps, models, photographs, specifications, digital files, and all other data prepared for the Town or furnished by the Consultant pursuant to any Project Agreement, shall become the property of the Town, whether the Project for which they are made is completed or not, and shall be delivered by Consultant to the Town within five (5) calendar days after receipt of written notice requesting delivery of said documents or digital files. The Consultant shall have the right to keep one record set of the documents upon completion of the Project, however, in no event shall the Consultant, without the Town’s prior written authorization, use, or permit to be used, any of the documents except for client or educational presentations or seminar use.

10.2 All subcontracts for the preparation of reports, studies, plans, drawings, specifications, digital files or other data, entered into by the Consultant for each Specific Project shall provide that all such documents and rights obtained by virtue of such contracts shall become the property of the Town.

10.3 All final plans and documents prepared by the Consultant shall bear the endorsement and seal of a person duly registered as a Professional Engineer, Architect, Landscape Architect, Professional Geologist, or Land Surveyor, as appropriate, in the State of Florida and date approved and/or sealed.

10.4 All deliverables should be provided in electronic format to the Town. Drawings should be provided in CADD and written documentation should be provided in Microsoft Word.

SECTION 11. PUBLIC RECORDS ACT COMPLIANCE

11.1 Consultant acknowledges Consultant agrees to keep and maintain public records in Consultant possession or control in connection with Consultant’s performance under this Agreement. Consultant additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Consultant shall 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 Agreement, and following completion of the Agreement until the records are transferred to the Town.

11.2 Upon request from the Town custodian of public records, Consultant shall provide the Town 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 by Chapter 119, Florida Statutes, or as otherwise provided by law.

11.3 Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the Town.

11.4 Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Consultant shall be delivered by the Consultant to the Town Manager, at no cost to the Town, within seven (7) days. All such records stored electronically by Consultant shall be delivered to the Town in a format that is compatible with the Town's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Consultant shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

11.5 Any compensation due to Consultant shall be withheld until all records are received as provided herein.

11.6 Consultant's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Town.

Section 119.0701(2)(a), Florida Statutes

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.

Custodian of Records:	SANDRA MCCREADY, MMC TOWN CLERK
Mailing Address:	9293 Harding Avenue, Surfside, FL 33154
Telephone Number:	(305) 861-4863
Email:	smccready@townofsurfside.gov

SECTION 12. NO CONTINGENT FEE

12.1 Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. In the event the Consultant violates this provision, the Town shall have the right to terminate this Agreement or any Project Agreement, without liability, and at its sole discretion, to deduct from the Contract Price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

SECTION 13. INDEPENDENT CONTRACTOR

13.1 The Consultant is an independent contractor under this Agreement and any Project Agreements. Personal services provided by the Consultant shall be by employees of the Consultant and subject to supervision by the Consultant, and not as officers, employees, or

agents of the Town, Personnel policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services or work rendered under this Agreement or any Project Agreements shall be those of the Consultant.

SECTION 14. ASSIGNMENT; AMENDMENTS

14.1 This Agreement shall not be assigned, transferred or otherwise encumbered, under any circumstances, by Consultant, without the prior written consent of the Town.

14.2 No modification, amendment or alteration in the terms or conditions of this Agreement shall be effective unless contained in a written document executed with the same formality as this Agreement.

SECTION 15. INDEMNIFICATION/HOLD HARMLESS

15.1 Pursuant to Section 725.08, Florida Statutes, the Consultant shall indemnify and hold harmless the Town and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees at all trial and appellate levels, to the extent such liabilities, damages, losses, and costs are caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant or any persons employed or utilized by the Consultant in the performance of this Agreement or any Project Agreement.

SECTION 16. INSURANCE

The Consultant shall secure and maintain throughout the duration of this Agreement and any Project Agreement, insurance of such type and in such amounts necessary to protect its interest and the interest of the Town against hazards or risks of loss as specified below. The underwriter of such insurance shall be qualified to do business in Florida and have agents upon whom service of process may be made in the State of Florida. The insurance coverage shall be primary insurance with respect to the Town, its officials, employees, agents and volunteers. Any insurance maintained by the Town shall be in excess of the Consultant's insurance and shall not contribute to the Consultant's insurance. The Town may from time to time review existing insurance coverages and limits and require CONSULANT to add coverages, increase limits or amend insurance policies. The insurance coverages shall include at a minimum:

16.1 **Worker's Compensation and Employer's Liability Insurance:** Coverage to apply for all employees for Statutory Limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000.00 each accident.

16.2 **Comprehensive Automobile and Vehicle Liability Insurance:** This insurance shall be written in comprehensive form and shall protect the Consultant and the Town against claims for injuries to members of the public and/or damages to property of others arising from the Consultant's use of motor vehicles or any other equipment and shall cover operation with

respect to onsite and offsite operations and insurance coverage shall extend to any motor vehicles or other equipment irrespective of whether the same is owned, non-owned, or hired. The limit of liability shall not be less than \$1,000,000.00 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsement, as filed by the Insurance Services Office.

16.3 **Commercial General Liability.** This insurance shall be written in comprehensive form and shall protect the Consultant and the Town against claims arising from injuries to members of the public or damage to property of others arising out of any act or omission to act of the Consultant or any of its agents, employees, or subcontractors. The limit of liability shall not be less than \$1,000,000.00 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability.

(a) Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include: (1) Premises and/or Operations; (2) Independent contractors and Products and/or completed Operations; (3) Broad Form Property Damage, Personal Injury and a Contractual Liability Endorsement, including any hold harmless and/or indemnification agreement.

(b) The Town is to be specifically included as an Additional Insured for the liability of the Town resulting from services or work performed by or on behalf of Consultant in performance of this or any Project Agreement. Consultant's insurance, including that applicable to the Town as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Town shall be in excess of and shall not contribute to Consultant's insurance. Consultant's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured in the same manner as if separate policies had been issued to each.

16.4 **Professional Liability:** The Consultant shall furnish professional liability errors and omissions insurance coverage in an amount not less than \$2,000,000.00 with a maximum deductible of \$25,000.00 per claim. The Consultant shall be responsible for maintaining this professional liability insurance for a minimum of five (5) years from the date of execution of each Project Agreement. Upon request of the Town, the Consultant shall make available for inspection copies of any claims filed or made against the policy during the policy term. The Consultant shall additionally notify the Town, in writing, within thirty (30) calendar days of any claims filed or made against this policy in excess of \$25,000.00 during the policy term.

16.5 **Certificate of Insurance:** Prior to the execution of this Agreement, Consultant shall provide the Town Manager with evidence of insurability from the Consultant's Insurance Carrier or a Certificate of Insurance. Prior to execution of any Project Agreement, the Consultant shall provide to the Town Manager, Certificates of Insurance evidencing the required insurance coverages. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and any Project Agreement and shall

state that such insurance is as required by this and any Project Agreement. The Town reserves the right to require the Consultant to provide a certified copy of such policies, upon written request by the Town. If a policy is due to expire prior to the completion of the services, renewal Certificates of Insurance or policies shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Town before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Town Manager.

16.6 All deductibles or self-insured retentions must be declared to and be approved by the Town Manager or his designee. The Consultant shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim. The Town Manager may require the Consultant, as a condition of execution of a particular Project Agreement, to provide a bond or other monetary consideration to cover the Consultant's deductible for Professional Liability Insurance.

SECTION 17. REPRESENTATIVE OF TOWN AND CONSULTANT

17.1 **Town Representative.** It is recognized that questions in the day-to-day conduct of this Agreement will arise. The Town designates the Town Manager or his designee, as the person to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed.

17.2 **Consultant's Representative.** Consultant shall inform the Town Representative, in writing, of the representative of the Consultant to whom all communications pertaining to the day-to-day conduct of this Agreement and Project Agreement shall be addressed.

SECTION 18. COST AND ATTORNEY'S FEES/WAIVER OF JURY TRIAL

18.1 If either the Town or Consultant is required to enforce the terms of this Agreement or any Project Agreement by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all costs, expenses, and attorney's fees, in any state or federal administrative, circuit court and appellate court proceedings.

18.2 In the event of any litigation arising out of this Agreement or any Project Agreement, each party hereby knowingly, irrevocably, voluntarily and intentionally waives its right to trial by jury.

SECTION 19. ALL PRIOR AGREEMENTS SUPERSEDED

19.1 This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained in this Agreement and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document.

Accordingly, it is agreed that no deviation from the terms of this Agreement shall be predicated upon any prior representations or agreements whether oral or written.

SECTION 20. CONSULTANT'S RESPONSIBILITIES

20.1 The Consultant and any and all drawings, plans, specifications, or other construction or contract documents prepared by the Consultant shall be accurate, coordinated and adequate for construction and shall comply with all applicable Town Codes, state and federal laws, rules and regulations.

20.2 The Consultant shall exercise the same degree of care, skill and diligence in the performance of the services for each Project Agreement as is ordinarily provided by a professional engineer, architect, landscape architect, surveyor or mapper under similar circumstances. If at any time during the term of any Project Agreement or the construction of the Project for which the Consultant has provided engineering or architectural services under a prior Project Agreement, it is determined that the Consultant's documents are incorrect, defective or fail to conform to the Scope of Services of the particular Project, upon written notification from the Town, the Consultant shall immediately proceed to correct the work, re-perform services which failed to satisfy the foregoing standard of care, and shall pay all costs and expenses associated with correcting said incorrect or defective work, including any additional testing, inspections, and construction and reimbursements to the Town for any other services and expenses made necessary thereby, save and expect any costs and expenses which the Town would have otherwise paid absent the Consultant's error or omission. The Town's rights and remedies under this section are in addition to, and are cumulative of, any and all other rights and remedies provided by this Agreement, the Project Agreement, by law, equity or otherwise.

20.3 The Consultant's obligations under Paragraph 20.2 of this Agreement shall survive termination of this Agreement or any Project Agreement.

SECTION 21. SUBCONSULTANTS

21.1 In the event the Consultant requires the services of any Subconsultants or other professional associates in connection with services covered by any Project Agreement, the Consultant must secure the prior written approval of the Town Manager or his designee. The Consultant shall utilize his/her best efforts to utilize Subconsultants whose principal place of business is located within Miami-Dade County, Florida.

21.2 Any subcontract with a Subconsultant shall afford to the Consultant rights against the Subconsultant which correspond to those rights afforded to the Town against the Consultant herein, including but not limited to those rights of termination as set forth herein.

21.3 No reimbursement shall be made to the Consultant for any subconsultants that have not been previously approved by the Town for use by the Consultant.

SECTION 22. NOTICES

Whenever either party desires to give notice to the other, it must be given by hand delivery or written notice, sent by certified United States mail, with return receipt requested or a nationally recognized private mail delivery service, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

FOR CONSULTANT:

C.A.P. Government, Inc.
Attention: Carlos Penin, P.E.
343 Almeria Avenue
Coral Gables, Florida 33134
Telephone: (305) 448-1711

FOR TOWN:

Town of Surfside, Florida
Attention: Town Manager
9293 Harding Avenue
Surfside, Florida 33154
Telephone: (305) 861-4863

With a copy to:

Weiss Serota Helfman Cole & Bierman, P.L.,
Attention: Lillian M. Arango, Town Attorney
2525 Ponce De Leon Blvd., Suite 700
Coral Gables, Florida
Telephone: (305) 854-0800
Facsimile: (305) 854-2323

SECTION 23. TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Agreement by Consultant shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement or any Project Agreement are accurate, complete, and current at the time of contracting. Each Project Agreement's contract prices and any additions shall be adjusted to exclude any significant sums by which the Town determines the Project's contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such adjustments shall be made within one year following the end of each Project Agreement.

SECTION 24. CONSENT TO JURISDICTION

The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of relating to this Agreement or any Project Agreement. Venue of any action to enforce this Agreement or any Project Agreement shall be in Miami-Dade County, Florida.

SECTION 25. GOVERNING LAW

25.1 This Agreement and any Project Agreement shall be construed in accordance with and governed by the laws of the State of Florida.

25.2 The Consultant represents that it is not currently engaged in, and will not engage in, a boycott, as defined in Section 3-1.1 of the Town of Surfside Code of Ordinances.

SECTION 26. HEADINGS

Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.

SECTION 27. EXHIBITS

Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The Exhibits if not physically attached, should be treated as part of this Agreement, and are incorporated by reference.

SECTION 28. SEVERABILITY

If any provision of this Agreement or any Project Agreement or the application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

SECTION 29. COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute the same instrument.

SECTION 30. INCORPORATION OF TERMS AND CONDITONS OF CONTINUING SERVICE AGREEMENT INTO PROJECT AGREEMENTS.

30.1 Each Project Agreement shall incorporate the terms and conditions set forth in this Continuing Services Agreement between the parties as though fully set forth therein. In the

event that any terms or conditions of a Project Agreement conflict with this Continuing Services Agreement, the provisions of the specific Project Agreement shall prevail and apply.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK. SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, the parties execute this Agreement on the respective dates under each signature: The Town, signing by and through its Town Manager, attested to by its Town Clerk, duly authorized to execute same and by Consultant by and through its _____, whose representative has been duly authorized to execute same through a resolution of the corporation or partnership.

TOWN:

ATTEST:

TOWN OF SURFSIDE, FLORIDA, a
Florida Municipal Corporation

TOWN CLERK

By: _____
Andrew Hyatt, Town Manager

Date: _____

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

TOWN ATTORNEY

CONSULTANT:

C.A.P. Government, Inc., a Florida corporation

By: _____

Name: _____

Title: _____

Date: _____

WITNESSES:

Print Name: _____

Print Name: _____

EXHIBIT “A”

**PROJECT AGREEMENT
[Purchase Order]**

Between

TOWN OF SURFSIDE, FLORIDA

And

C.A.P. GOVERNMENT, INC.

for

Purchase Order No. ____

[INSERT NAME OF PROJECT]

EXHIBIT "B"

CONSULTANT'S FEES / HOURLY BILLING RATES

SURFSIDE	
Position	Rates
Principal in Charge	\$ 220.00
Project Manager	\$ 165.00
Structural Engineer	\$ 175.00
Civil Engineer Intern.	\$ 100.00
Disaster Recovery Manager	\$ 120.00
Disaster Recovery and Debris Monitoring	\$ 100.00
Additional Services	
Structural Plans Examiner	\$ 121.90
Building Plans Examiner	\$ 94.30
MEP Plans Examiner	\$ 92.00
Zoning Plans Examiner	\$ 78.20
Building Inspectors	\$ 78.20
Electrical Inspectors	\$ 85.10
Plumbing & Mech. Inspectors	\$ 80.50

EXHIBIT “C”

PROFESSIONAL ENGINEERING SERVICES PROVIDED

Consultant is qualified to provide the professional engineering services marked below with an “X” for the Town’s Specific Projects.

	Professional Engineering Services Categories	Qualification
1	AERIAL / LAND PHOTOGRAPHY	
2	SURVEY, GIS, TOPOGRAPHY	
3	ASBESTOS REMOVAL	
4	CHEMICAL ENGINEERING	
5	CIVIL ENGINEERING (GENERAL)	
6	COMMUNICATIONS	
7	ELECTRICAL	
8	ARCHITECTURAL	
9	ENVIRONMENTAL	
10	MECHANICAL (ALL)	
11	SITE ASSESSMENT	
12	SOLID WASTE	
13	STORMWATER	
14	STRUCTURAL	X
15	TRANSPORTATION	
16	WATER AND SEWER (UTILITIES) (W&S)	

RESOLUTION NO. 2021-_____

A RESOLUTION OF THE MAYOR AND THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING THE CONTINUING SERVICES AGREEMENT WITH ALVAREZ ENGINEERING, INC. FOR PROFESSIONAL ENGINEERING SERVICES; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE CONTINUING SERVICES AGREEMENT; AUTHORIZING THE TOWN MANAGER AND TOWN OFFICIALS TO TAKE ALL ACTION NECESSARY TO IMPLEMENT THE CONTINUING SERVICES AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 287.055, Florida Statutes (“CCNA”), on August 3, 2020, the Town of Surfside (the “Town”) issued Request for Qualifications (RFQ) No. 2020-06 requesting qualifications from professional engineering firms that could provide various engineering services for the Town’s projects and assignments (the “Services”); and

WHEREAS, in accordance with the RFQ, the Evaluation Committee evaluated, ranked and scored all proposals received, and recommended that the first tier or top eight (8) ranked firms be qualified to provide the Services and eligible for award at this time of a Continuing Services Agreement for the Services; and

WHEREAS, on December 8, 2020, the Town Commission adopted Resolution No. 2747 approving the rankings and recommendations of the Evaluation Committee as to qualified firms and authorizing negotiations for award of a Continuing Services Agreements to first tier or top eight (8) ranked and qualified firms for the Services; and

WHEREAS, Alvarez Engineering, Inc., is one of the firms qualified to perform the Services and is qualified and has agreed to provide the following services specifically: aerial/land

photography; survey, GIS, and topography; civil engineering (general); electrical; site assessment; stormwater; structural; transportation; and water and sewer utilities; and

WHEREAS, the Town Commission finds that approval of the Continuing Services Agreement between the Town and Alvarez Engineering, Inc. for the Services, substantially in the form attached hereto as Exhibit “A,” is in the best interest of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are true and correct and incorporated into this Resolution by this reference.

Section 2. Approval of Continuing Services Agreement. The Continuing Services Agreement for professional engineering services between the Town and Alvarez Engineering, Inc., in substantially the form attached hereto as Exhibit “A,” together with such non-material changes as may be acceptable as to form and legality by the Town Attorney, is approved.

Section 3. Authorization to Execute Continuing Services Agreement. The Town Manager is authorized to execute the Continuing Services Agreement with Alvarez Engineering, Inc. on behalf of the Town, and to execute any documents or amendments related thereto, subject to the approval as to form and legality by the Town Attorney.

Section 4. Implementation by Town Officials. The Town Manager and/or Town Officials are authorized to take all action necessary to implement the terms and conditions of the Continuing Services Agreement and this Resolution.

Section 5. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 9th day of February, 2021.

Motion By: _____
Second By: _____

FINAL VOTE ON ADOPTION:

Commissioner Charles Kesl _____
Commissioner Eliana R. Salzhauer _____
Commissioner Nelly Velasquez _____
Vice Mayor Tina Paul _____
Mayor Charles W. Burkett _____

Charles W. Burkett, Mayor

ATTEST:

Sandra McCready, MMC, Town Clerk

**APPROVED AS TO FORM AND LEGALITY FOR THE USE
AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:**

Weiss Serota Helfman Cole & Bierman, P.L.
Town Attorney

TOWN OF SURFSIDE, FLORIDA
CONTINUING SERVICES AGREEMENT
PROFESSIONAL ENGINEERING SERVICES



The Town of Surfside Commission:

Mayor Charles W. Burkett
Vice Mayor Tina Paul
Commissioner Charles Kesl
Commissioner Elianna Salzhauer
Commissioner Nelly Velasquez

Town of Surfside
9293 Harding Ave
Surfside, FL 33154

CONTINUING SERVICES AGREEMENT

Between

TOWN OF SURFSIDE, FLORIDA

And

ALVAREZ ENGINEERING, INC.

THIS CONTINUING SERVICES AGREEMENT is made between **TOWN OF SURFSIDE, FLORIDA**, a Florida municipal corporation (hereinafter referred to as the “Town”) and **THE ALVAREZ ENGINEERING, INC.**, a Florida corporation authorized to do business in the State of Florida (hereinafter referred to as the “Consultant”), whose principal place of business is 8935 NW 35th Lane, Suite 101, Doral, Florida 33172.

WHEREAS, pursuant to Section 287.055, Florida Statutes, on August 3, 2020, the Town issued Request For Qualifications (RFQ) No. 2020-06 requesting qualifications from professional engineering firms and selected the Consultant to provide professional engineering services with respect to various Town projects and assignments (“Services”); and

WHEREAS, the Consultant is willing and able to perform such Services for the Town in accordance with the terms and conditions set forth in this Agreement (hereinafter referred to as this “Continuing Services Agreement” or this “Agreement”); and

WHEREAS, the purpose of this Continuing Services Agreement is not to authorize the Consultant to perform a specific project, but to set forth certain terms and conditions which shall govern and be incorporated into subsequent supplemental agreements or work orders for specific projects or services when required.

NOW THEREFORE, in consideration of the mutual terms, conditions, promises and covenants set forth below, the Town and Consultant agree as follows:

SECTION 1. DEFINITIONS

The following definitions and references are given for interpreting the terms as used in this Agreement and apply unless the context indicates a different meaning:

1.1 **Compensation:** The total amount paid by the Town for the Consultant’s professional services for a specific project, exclusive of reimbursable expenses.

1.2 **Reimbursable Expenses:** The direct non-salary expenses directly attributable to the Project. Reimbursable expenses include long-distance communications, application and permit fees paid for securing approval of authorities having jurisdiction over the Specific Project;

actual cost of reproduction, printing, binding, and photocopying of drawings, specifications, renderings and other documents; postage; travel expenses; and subconsultant's fees.

1.3 **Specific Project Agreement or Project Agreement:** A purchase order or specific agreement to provide services for a particular Project, substantially in the form attached hereto and incorporated herein by reference as Exhibit "A."

1.4 **Subconsultant Fee:** The direct and actual cost of the Subconsultant with no markup, as reflected by actual invoices of the Subconsultant.

1.5 **Travel Expenses:** One-half Consultant's hourly rate as indicated on Exhibit "B", meals and lodging expenses incurred directly for the specific project for travel outside of Miami-Dade and Broward Counties. No travel expenses or overnight travel outside of Miami-Dade and Broward Counties shall be reimbursed unless Consultant has secured advance written authorization for such travel from the Town Manager or his designee.

SECTION 2. SPECIFIC PROJECTS/SCOPE OF SERVICES

2.1 In accordance with the Consultants' Competitive Negotiation Act (Section 287.055, Florida Statutes), the Consultant shall be eligible to provide professional services listed under Exhibit "C," which is attached hereto and incorporated by reference, for Specific Projects authorized from time to time by the Town Commission and/or Town Manager pursuant to subsection 2.6 (hereinafter, the "Specific Project" or the "Project"). The Town intends to retain and may retain more than one (1) firm, if possible and as necessary, that is qualified to perform professional services for Specific Projects, which may include, without limitation: professional engineering services listed under Exhibit "C," program management services, and construction management.

2.2 When the need for services for a Specific Project occurs, the Town Manager or his designee may, enter into negotiations with the Consultant for that Specific Project under the terms and conditions of this Agreement. The Town shall initiate said negotiations by providing the Consultant with a "Scope of Services Request," requesting from the Consultant a proposal to provide professional services for the Specific Project. The Consultant shall prepare a proposal which includes those subjects specified in subsection 2.3 (a) through (g). The Town Manager or his designee and Consultant shall negotiate the terms of the Specific Project in accordance with the provisions of Subsection 2.3.

2.3 The Town and Consultant shall utilize as the agreement for each Specific Project, a Purchase Order or standard Project Agreement ("Project Agreement") in substantially the form attached hereto and incorporated herein as Exhibit "A." Each supplemental purchase order or agreement for a Specific Project will, by mutual agreement, set forth, among other things, the following:

- a. The Scope of Services;

- b. The Deliverables;
- c. The Time and Schedule of Performance and Term;
- d. The amount of Compensation setting forth whether the Town agrees to pay Consultant a lump sum fee as compensation for the services, or hourly based on approved rates up to a maximum amount not to be exceeded;
- e. The Personnel assigned to the Specific Project;
- f. Any additional contractual requirements of Section 287.055, Florida Statutes, for consultant agreements; and
- g. Any modifications to the Project Agreement, if mutually agreed upon by the parties.

2.4 If the Town Manager determines that the Consultant's services in its capacity as architectural and/or engineering consultant for a particular project are needed on an hourly basis, in lieu of a lump sum compensation package, the Consultant shall charge the Town for professional services at those hourly fees as specified in Exhibit "B." The Project Agreement shall specify that the Consultant's services shall be provided on an hourly basis with a maximum amount of compensation that may not be exceeded without additional approval.

2.5 Commencing with the fourth year term of this Agreement or on or after the anniversary date of this Agreement (February, ____, 2024), the Consultant's hourly fees/rates set forth in Exhibit "B" shall be subject to CPI adjustment annually effective on the anniversary date of the Agreement and annually thereafter. Fees/Rates shall be increased each year thereafter by the same percentage by which the Revised Consumer Price Index U.S. City Average for All Urban Consumers All Items, 1982-84 ("CPI") shall have increased since the previous year of this Agreement. After consultation and agreement with the Town Manager as to any adjustment to the Fees/Rates, Consultant shall provide an updated Fee/Rates Schedule to be attached as Exhibit "B" to the Agreement commencing with fourth year term and annually thereafter.

2.6 The professional services to be rendered by the Consultant shall commence subsequent to the execution of each Project Agreement. Performance of services by Consultant prior to execution of a Project Agreement shall be at Consultant's sole risk.

2.6 The Town Manager is authorized to negotiate and execute a Project Agreement for Projects in which the Consultant's services do not exceed \$25,000.00 for the fiscal year.

2.7 The Contract Documents for each Specific Project shall incorporate this Continuing Services Agreement. In the event that any of the terms or conditions of this Agreement conflict with the Project Agreement, the provisions of the Project Agreement shall govern and apply.

SECTION 3. TERM/TERMINATION

3.1 **Term of Agreement/Contract Time.** This Agreement shall commence on the date this instrument is fully executed by all parties (“Commencement Date”) and shall continue in full force and effect, unless and until terminated pursuant to Section 3.2, 3.5, 3.6, or other applicable sections of this Agreement.

3.2 **Termination For Convenience.** This Continuing Services Agreement may be terminated by the Town for convenience upon thirty (30) calendar days written notice to the Consultant.

3.3 **Non-Exclusive Agreement.** Notwithstanding the provisions of Subsection 3.1, the Town Manager or his designee may issue request for qualifications, requests for proposals, or other similar procurement documents for this professional discipline at any time and may utilize the services of any other consultants retained by the Town under similar continuing services agreements. Nothing in this Agreement shall be construed to give the Consultant a right to perform services for a Specific Project.

3.4 **Term of Project Agreement/Contract Time.** Each Project Agreement shall commence on the date the instrument is fully executed by all parties (“Commencement Date of Project Agreement”) and shall specify the period of service or Contract Time agreed to by the Town and Consultant for services to be rendered under said Project Agreement, unless otherwise terminated pursuant to this Section. The Town Manager, in his sole discretion, may extend the Term of a Project Agreement through written notification to Consultant. Such extension shall not exceed ninety (90) days. No further extensions of the Project Agreement shall be effective unless authorized by the Town Commission. Upon the Commencement Date of the Project Agreement, the Consultant shall commence services to the Town, and shall continuously perform services to the Town, without interruption, in accordance with the Term and time frames set forth in the “Project Schedule” included therein. The number of calendar days from the Commencement Date of the Project Agreement, through the date set forth in the Project Schedule for completion of the Project or the date of actual completion of the Project, whichever shall last occur, shall constitute the Contract Time.

3.5 **Termination For Cause; Project Agreement.** A Project Agreement may be terminated by either party upon five (5) calendar days written notice to the other party should the other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event that Consultant abandons a Project Agreement or causes it to be terminated by the Town, the Consultant shall indemnify the Town against any loss pertaining to this termination. In the event that the Consultant is terminated by the Town for cause and it is subsequently determined by a court by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 3.6 of this Agreement and the provision of Section 3.6 shall apply.

3.6 **Termination For Convenience; Project Agreement.** A Project Agreement may be terminated by the Town for convenience upon fourteen (14) calendar days’ written notice to

the Consultant. In the event of termination, the Consultant shall incur no further obligations in connection with the Project and shall, to the extent possible, terminate any outstanding subconsultant obligations. The Consultant shall be compensated for all services performed to the satisfaction of the Town and for reimbursable expenses incurred prior to the date of termination. The Consultant shall promptly submit its invoice for final payment and reimbursement and the invoice shall comply with the provisions of this Agreement and the Project Agreement for payment. Under no circumstances shall the Town make any payment to the Consultant for services which have not been performed or performed subsequent to the termination date.

3.7 **Assignment upon Termination.** Upon termination of a Project Agreement, a copy of all of the Consultant's work product shall become the property of the Town and the Consultant shall, within ten (10) working days of receipt of written direction from the Town, transfer to either the Town or its authorized designee, a copy of all work product in its possession, including but not limited to designs, plans, specifications, drawings, studies, reports and all other documents and data in the possession of the Consultant pertaining to this Project Agreement. Further, upon the Town's request, the Consultant shall assign its rights, title and interest under any subcontractor's agreements to the Town.

3.8 **Suspension for Convenience.** The Town shall have the right at any time to direct the Consultant to suspend its performance of a Specific Project, or any designated part thereof, for any reason whatsoever or without reason, for a cumulative period of up to thirty (30) calendar days. If any such suspension is directed by the Town, the Consultant shall immediately comply with same. In the event the Town directs a suspension of performance as provided for herein through no fault of the Consultant, the Town shall pay to the Consultant its reasonable costs, actually incurred and paid, of demobilization and remobilization, as full

SECTION 4. ADDITIONAL SERVICES AND CHANGES IN SCOPE OF SERVICES

4.1 **Changes Permitted.** Changes in the Scope of Services of a Project Agreement consisting of additions, deletions, revisions, or any combination thereof, may be ordered by the Town by Change Order without invalidating the Project Agreement.

4.2 **Change Order Defined.** Change Order shall mean a written order to the Consultant executed by the Town, issued after execution of a Project Agreement, authorizing and directing a change in the Scope of Services or an adjustment in the Contract Price or the Contract Time, or any combination thereof. The Contract Price and/or the Contract Time may be changed only by Change Order.

4.3 **Effect of Executed Change Order.** The execution of a Change Order by the Town and the Consultant shall constitute conclusive evidence of the Consultant's agreement to the ordered changes in the Scope of Services or an adjustment in the Contract Price or the Contract Time, or any combination thereof. The Consultant, by executing the Change Order, waives and forever releases any claim against the Town for additional time or compensation for matters relating to or arising out of or resulting from the Services included within or affected by the executed Change Order.

SECTION 5. BILLING AND PAYMENTS TO THE CONSULTANT.

5.1 **Lump Sum Compensation and Reimbursable Expenses.** Pursuant to a Project Agreement, Consultant shall submit invoices which are identified by the specific project number on a monthly basis in a timely manner. These invoices shall identify the Project, the nature of the work performed, the phase of work, the payment due, and the estimated percent of work accomplished in accordance with the approved Payment Schedule set forth in the Project Agreement. If compensation is based on hourly rates, invoices shall also identify the name and title of personnel who performed the work with applicable hourly rates. Invoices for each phase shall not exceed amounts allocated to each phase of the Project plus reimbursable expenses accrued during each phase. All requests for reimbursable expenses payment must be accompanied with relevant documentation which substantiates the cost. The statement shall show a summary of fees with accrual of the total and credits for portions previously paid by the Town. The Town shall pay Consultant within forty-five (45) calendar days of approval by the Town Manager or his designee of any invoices submitted by Consultant to the Town.

5.2 **Disputed Invoices.** In the event that all or a portion of an invoice submitted to the Town for payment to the Consultant pursuant to a Project Agreement is disputed, or additional backup documentation is required, the Town shall notify the Consultant within fifteen (15) working days of receipt of the invoice of such objection, modification or additional documentation request. The Consultant shall provide the Town with additional backup documentation within five (5) working days of the date of the Town's notice. The Town may request additional information, including but not limited to, all invoices, time records, expense records, accounting records, and payment records of the Consultant. The Town, at its sole discretion, may pay to the Consultant the undisputed portion of the invoice. The parties shall endeavor to resolve the dispute in a mutually agreeable fashion.

5.3 **Suspension of Payment.** In the event that the Town becomes credibly informed that any representations or invoices of the Consultant, provided pursuant to this Agreement and/or any Project Agreement, are wholly or partially inaccurate, or in the event that the Consultant is not in compliance with any term or condition of this Agreement and/or a Project Agreement, the Town may withhold payment of sums then or in the future otherwise due to the Consultant until the inaccuracy, or other breach of this Agreement and/or the Project Agreement, and the cause thereof, is corrected to the Town's reasonable satisfaction.

5.5 **Final Payment.** Submission of the Consultant's invoice for final payment and reimbursement shall constitute the Consultant's representation to the Town that, upon receipt from the Town of the amount invoiced, all obligations of the Consultant to others, including its consultants, incurred in connection with the Project, shall be paid in full. The Consultant shall deliver to the Town all documents requested by the Town evidencing payments to any and all subcontractors, and all final specifications, plans, or other documents as dictated in the Scope of Services and Deliverable. Acceptance of final payment shall constitute a waiver of any and all claims against the Town by the Consultant.

SECTION 6. SURVIVAL OF PROVISIONS

6.1 Any terms or conditions of either this Agreement or any subsequent Project Agreement that require acts beyond the date of the term of either agreement, shall survive termination of the agreements, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

SECTION 7. TOWN’S RESPONSIBILITIES

7.1 Assist Consultant by placing at its disposal all available information as may be requested in writing by the Consultant and allow reasonable access to all pertinent information relating to the services to be performed by Consultant.

7.2 Furnish to Consultant, at the Consultant’s written request, all available maps, plans, existing studies, reports and other data pertinent to the services to be provided by Consultant, in possession of the Town.

7.3 Arrange for access to and make all provisions for Consultant to enter upon public property as required for Consultant to perform services.

SECTION 8. CODE OF ETHICS

8.1 The code of ethics of the Florida Engineering Society shall be incorporated in this Agreement by this reference.

8.2 Consultant warrants and represents that its employees shall abide by the Code of Ethics for Public Officers and Employees, Chapter 112, Florida Statutes, Miami-Dade County’s Code of Ethics and the Town’s Ethics Code.

SECTION 9. COMPLIANCE WITH LAWS; POLICY OF NON-DISCRIMINATION/WAGES; LICENSES AND PERMITS

9.1 The Consultant shall comply with all federal, state and Town and local laws and ordinances applicable to the services or work or payment for such work and shall not discriminate on the grounds of race, color, religion, sex, age, marital status, national origin, physical or mental disability in the performance of work under this Agreement.

9.2 If the Project is subject to federal and grant funding that requires specific wage and non-discrimination provisions, Consultant shall be required to comply with the same.

9.3 The Consultant shall at all times during the term of this Agreement and any Specific Project Agreement maintain in good standing all licenses, certifications and permits required under applicable federal, state and local laws and regulations for performance of the work or services.

SECTION 10. OWNERSHIP OF DOCUMENTS/DELIVERABLES

10.1 All finished or unfinished documents, including but not limited to, detailed reports, studies, plans, drawings, surveys, maps, models, photographs, specifications, digital files, and all other data prepared for the Town or furnished by the Consultant pursuant to any Project Agreement, shall become the property of the Town, whether the Project for which they are made is completed or not, and shall be delivered by Consultant to the Town within five (5) calendar days after receipt of written notice requesting delivery of said documents or digital files. The Consultant shall have the right to keep one record set of the documents upon completion of the Project, however, in no event shall the Consultant, without the Town’s prior written authorization, use, or permit to be used, any of the documents except for client or educational presentations or seminar use.

10.2 All subcontracts for the preparation of reports, studies, plans, drawings, specifications, digital files or other data, entered into by the Consultant for each Specific Project shall provide that all such documents and rights obtained by virtue of such contracts shall become the property of the Town.

10.3 All final plans and documents prepared by the Consultant shall bear the endorsement and seal of a person duly registered as a Professional Engineer, Architect, Landscape Architect, Professional Geologist, or Land Surveyor, as appropriate, in the State of Florida and date approved and/or sealed.

10.4 All deliverables should be provided in electronic format to the Town. Drawings should be provided in CADD and written documentation should be provided in Microsoft Word.

SECTION 11. PUBLIC RECORDS ACT COMPLIANCE

11.1 Consultant acknowledges Consultant agrees to keep and maintain public records in Consultant possession or control in connection with Consultant’s performance under this Agreement. Consultant additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Consultant shall 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 Agreement, and following completion of the Agreement until the records are transferred to the Town.

11.2 Upon request from the Town custodian of public records, Consultant shall provide the Town 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 by Chapter 119, Florida Statutes, or as otherwise provided by law.

11.3 Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the Town.

11.4 Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Consultant shall be delivered by the Consultant to the Town Manager, at no cost to the Town, within seven (7) days. All such records stored electronically by Consultant shall be delivered to the Town in a format that is compatible with the Town's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Consultant shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

11.5 Any compensation due to Consultant shall be withheld until all records are received as provided herein.

11.6 Consultant's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Town.

Section 119.0701(2)(a), Florida Statutes

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.

Custodian of Records:	SANDRA MCCREADY, MMC TOWN CLERK
Mailing Address:	9293 Harding Avenue, Surfside, FL 33154
Telephone Number:	(305) 861-4863
Email:	smccready@townofsurfside.gov

SECTION 12. NO CONTINGENT FEE

12.1 Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. In the event the Consultant violates this provision, the Town shall have the right to terminate this Agreement or any Project Agreement, without liability, and at its sole discretion, to deduct from the Contract Price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

SECTION 13. INDEPENDENT CONTRACTOR

13.1 The Consultant is an independent contractor under this Agreement and any Project Agreements. Personal services provided by the Consultant shall be by employees of the Consultant and subject to supervision by the Consultant, and not as officers, employees, or

agents of the Town, Personnel policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services or work rendered under this Agreement or any Project Agreements shall be those of the Consultant.

SECTION 14. ASSIGNMENT; AMENDMENTS

14.1 This Agreement shall not be assigned, transferred or otherwise encumbered, under any circumstances, by Consultant, without the prior written consent of the Town.

14.2 No modification, amendment or alteration in the terms or conditions of this Agreement shall be effective unless contained in a written document executed with the same formality as this Agreement.

SECTION 15. INDEMNIFICATION/HOLD HARMLESS

15.1 Pursuant to Section 725.08, Florida Statutes, the Consultant shall indemnify and hold harmless the Town and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees at all trial and appellate levels, to the extent such liabilities, damages, losses, and costs are caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant or any persons employed or utilized by the Consultant in the performance of this Agreement or any Project Agreement.

SECTION 16. INSURANCE

The Consultant shall secure and maintain throughout the duration of this Agreement and any Project Agreement, insurance of such type and in such amounts necessary to protect its interest and the interest of the Town against hazards or risks of loss as specified below. The underwriter of such insurance shall be qualified to do business in Florida and have agents upon whom service of process may be made in the State of Florida. The insurance coverage shall be primary insurance with respect to the Town, its officials, employees, agents and volunteers. Any insurance maintained by the Town shall be in excess of the Consultant's insurance and shall not contribute to the Consultant's insurance. The Town may from time to time review existing insurance coverages and limits and require CONSULANT to add coverages, increase limits or amend insurance policies. The insurance coverages shall include at a minimum:

16.1 **Worker's Compensation and Employer's Liability Insurance:** Coverage to apply for all employees for Statutory Limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000.00 each accident.

16.2 **Comprehensive Automobile and Vehicle Liability Insurance:** This insurance shall be written in comprehensive form and shall protect the Consultant and the Town against claims for injuries to members of the public and/or damages to property of others arising from the Consultant's use of motor vehicles or any other equipment and shall cover operation with

respect to onsite and offsite operations and insurance coverage shall extend to any motor vehicles or other equipment irrespective of whether the same is owned, non-owned, or hired. The limit of liability shall not be less than \$1,000,000.00 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsement, as filed by the Insurance Services Office.

16.3 **Commercial General Liability.** This insurance shall be written in comprehensive form and shall protect the Consultant and the Town against claims arising from injuries to members of the public or damage to property of others arising out of any act or omission to act of the Consultant or any of its agents, employees, or subcontractors. The limit of liability shall not be less than \$1,000,000.00 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability.

(a) Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include: (1) Premises and/or Operations; (2) Independent contractors and Products and/or completed Operations; (3) Broad Form Property Damage, Personal Injury and a Contractual Liability Endorsement, including any hold harmless and/or indemnification agreement.

(b) The Town is to be specifically included as an Additional Insured for the liability of the Town resulting from services or work performed by or on behalf of Consultant in performance of this or any Project Agreement. Consultant's insurance, including that applicable to the Town as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Town shall be in excess of and shall not contribute to Consultant's insurance. Consultant's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured in the same manner as if separate policies had been issued to each.

16.4 **Professional Liability:** The Consultant shall furnish professional liability errors and omissions insurance coverage in an amount not less than \$2,000,000.00 with a maximum deductible of \$25,000.00 per claim. The Consultant shall be responsible for maintaining this professional liability insurance for a minimum of five (5) years from the date of execution of each Project Agreement. Upon request of the Town, the Consultant shall make available for inspection copies of any claims filed or made against the policy during the policy term. The Consultant shall additionally notify the Town, in writing, within thirty (30) calendar days of any claims filed or made against this policy in excess of \$25,000.00 during the policy term.

16.5 **Certificate of Insurance:** Prior to the execution of this Agreement, Consultant shall provide the Town Manager with evidence of insurability from the Consultant's Insurance Carrier or a Certificate of Insurance. Prior to execution of any Project Agreement, the Consultant shall provide to the Town Manager, Certificates of Insurance evidencing the required insurance coverages. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and any Project Agreement and shall

state that such insurance is as required by this and any Project Agreement. The Town reserves the right to require the Consultant to provide a certified copy of such policies, upon written request by the Town. If a policy is due to expire prior to the completion of the services, renewal Certificates of Insurance or policies shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Town before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Town Manager.

16.6 All deductibles or self-insured retentions must be declared to and be approved by the Town Manager or his designee. The Consultant shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim. The Town Manager may require the Consultant, as a condition of execution of a particular Project Agreement, to provide a bond or other monetary consideration to cover the Consultant's deductible for Professional Liability Insurance.

SECTION 17. REPRESENTATIVE OF TOWN AND CONSULTANT

17.1 **Town Representative.** It is recognized that questions in the day-to-day conduct of this Agreement will arise. The Town designates the Town Manager or his designee, as the person to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed.

17.2 **Consultant's Representative.** Consultant shall inform the Town Representative, in writing, of the representative of the Consultant to whom all communications pertaining to the day-to-day conduct of this Agreement and Project Agreement shall be addressed.

SECTION 18. COST AND ATTORNEY'S FEES/WAIVER OF JURY TRIAL

18.1 If either the Town or Consultant is required to enforce the terms of this Agreement or any Project Agreement by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all costs, expenses, and attorney's fees, in any state or federal administrative, circuit court and appellate court proceedings.

18.2 In the event of any litigation arising out of this Agreement or any Project Agreement, each party hereby knowingly, irrevocably, voluntarily and intentionally waives its right to trial by jury.

SECTION 19. ALL PRIOR AGREEMENTS SUPERSEDED

19.1 This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained in this Agreement and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document.

Accordingly, it is agreed that no deviation from the terms of this Agreement shall be predicated upon any prior representations or agreements whether oral or written.

SECTION 20. CONSULTANT'S RESPONSIBILITIES

20.1 The Consultant and any and all drawings, plans, specifications, or other construction or contract documents prepared by the Consultant shall be accurate, coordinated and adequate for construction and shall comply with all applicable Town Codes, state and federal laws, rules and regulations.

20.2 The Consultant shall exercise the same degree of care, skill and diligence in the performance of the services for each Project Agreement as is ordinarily provided by a professional engineer, architect, landscape architect, surveyor or mapper under similar circumstances. If at any time during the term of any Project Agreement or the construction of the Project for which the Consultant has provided engineering or architectural services under a prior Project Agreement, it is determined that the Consultant's documents are incorrect, defective or fail to conform to the Scope of Services of the particular Project, upon written notification from the Town, the Consultant shall immediately proceed to correct the work, re-perform services which failed to satisfy the foregoing standard of care, and shall pay all costs and expenses associated with correcting said incorrect or defective work, including any additional testing, inspections, and construction and reimbursements to the Town for any other services and expenses made necessary thereby, save and expect any costs and expenses which the Town would have otherwise paid absent the Consultant's error or omission. The Town's rights and remedies under this section are in addition to, and are cumulative of, any and all other rights and remedies provided by this Agreement, the Project Agreement, by law, equity or otherwise.

20.3 The Consultant's obligations under Paragraph 20.2 of this Agreement shall survive termination of this Agreement or any Project Agreement.

SECTION 21. SUBCONSULTANTS

21.1 In the event the Consultant requires the services of any Subconsultants or other professional associates in connection with services covered by any Project Agreement, the Consultant must secure the prior written approval of the Town Manager or his designee. The Consultant shall utilize his/her best efforts to utilize Subconsultants whose principal place of business is located within Miami-Dade County, Florida.

21.2 Any subcontract with a Subconsultant shall afford to the Consultant rights against the Subconsultant which correspond to those rights afforded to the Town against the Consultant herein, including but not limited to those rights of termination as set forth herein.

21.3 No reimbursement shall be made to the Consultant for any subconsultants that have not been previously approved by the Town for use by the Consultant.

SECTION 22. NOTICES

Whenever either party desires to give notice to the other, it must be given by hand delivery or written notice, sent by certified United States mail, with return receipt requested or a nationally recognized private mail delivery service, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

FOR CONSULTANT:

Alvarez Engineers, Inc.
Attention: Juan R. Alvarez, P.E.
895 NW 35th Lane, Suite 101
Doral, Florida 33172
Telephone: (305) 640-1345

FOR TOWN:

Town of Surfside, Florida
Attention: Town Manager
9293 Harding Avenue
Surfside, Florida 33154
Telephone: (305) 861-4863

With a copy to:

Weiss Serota Helfman Cole & Bierman, P.L.,
Attention: Lillian M. Arango, Town Attorney
2525 Ponce De Leon Blvd., Suite 700
Coral Gables, Florida
Telephone: (305) 854-0800
Facsimile: (305) 854-2323

SECTION 23. TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Agreement by Consultant shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement or any Project Agreement are accurate, complete, and current at the time of contracting. Each Project Agreement's contract prices and any additions shall be adjusted to exclude any significant sums by which the Town determines the Project's contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such adjustments shall be made within one year following the end of each Project Agreement.

SECTION 24. CONSENT TO JURISDICTION

The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of relating to this Agreement or any Project Agreement. Venue of any action to enforce this Agreement or any Project Agreement shall be in Miami-Dade County, Florida.

SECTION 25. GOVERNING LAW

25.1 This Agreement and any Project Agreement shall be construed in accordance with and governed by the laws of the State of Florida.

25.2 The Consultant represents that it is not currently engaged in, and will not engage in, a boycott, as defined in Section 3-1.1 of the Town of Surfside Code of Ordinances.

SECTION 26. HEADINGS

Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.

SECTION 27. EXHIBITS

Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The Exhibits if not physically attached, should be treated as part of this Agreement, and are incorporated by reference.

SECTION 28. SEVERABILITY

If any provision of this Agreement or any Project Agreement or the application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

SECTION 29. COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute the same instrument.

SECTION 30. INCORPORATION OF TERMS AND CONDITONS OF CONTINUING SERVICE AGREEMENT INTO PROJECT AGREEMENTS.

30.1 Each Project Agreement shall incorporate the terms and conditions set forth in this Continuing Services Agreement between the parties as though fully set forth therein. In the

event that any terms or conditions of a Project Agreement conflict with this Continuing Services Agreement, the provisions of the specific Project Agreement shall prevail and apply.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK. SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, the parties execute this Agreement on the respective dates under each signature: The Town, signing by and through its Town Manager, attested to by its Town Clerk, duly authorized to execute same and by Consultant by and through its _____, whose representative has been duly authorized to execute same through a resolution of the corporation or partnership.

TOWN:

ATTEST:

TOWN OF SURFSIDE, FLORIDA, a
Florida Municipal Corporation

TOWN CLERK

By: _____
Andrew Hyatt, Town Manager

Date: _____

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

TOWN ATTORNEY

CONSULTANT:

Alvarez Engineering, Inc., a Florida corporation

By: _____

Name: _____

Title: _____

Date: _____

WITNESSES:

Print Name: _____

Print Name: _____

EXHIBIT “A”

**PROJECT AGREEMENT
[Purchase Order]**

Between

TOWN OF SURFSIDE, FLORIDA

And

ALVAREZ ENGINEERING, INC.

for

Purchase Order No. ____

[INSERT NAME OF PROJECT]

EXHIBIT "B"

CONSULTANT'S FEES / HOURLY BILLING RATES

Employee Information			
Company	Employee Name	Staff Classification (Based on FDOT Standard Classifications)	Hourly Rates
Alvarez Engineers, Inc.	Juan R. Alvarez, P.E.	Chief Engineer	\$ 231.00
Alvarez Engineers, Inc.	Ramon Tesone, P.E., PTOE	Project Manager	\$ 207.45
Alvarez Engineers, Inc.	Raul Alessandri, P.E.	Engineer	\$ 159.29
Alvarez Engineers, Inc.	Reynaldo Chinea, P.E.	Senior Engineer	\$ 118.30
Alvarez Engineers, Inc.	Angel Camacho, E.I., M.S.E.M	Engineering Intern	\$ 110.85
Alvarez Engineers, Inc.	Carlos Castaneira	Senior Designer	\$ 104.83
Alvarez Engineers, Inc.	Claudine Elie Harvey	Secretary/Clerical	\$ 100.86
Alvarez Engineers, Inc.	Maria J. Tovar-Altimari	Senior Engineering Technician	\$ 97.80
Alvarez Engineers, Inc.	Francisco Cano, E.I.	Engineering Intern	\$ 81.84
Alvarez Engineers, Inc.	Edin Palmar	Engineering Technician	\$ 52.81
Chrome Engineering, Inc.	Oscar Cruz, P.E.	Principal Engineer	\$ 238.00
Chrome Engineering, Inc.	Gregory P. Dover, P.E.	Senior Engineer	\$ 196.00
Chrome Engineering, Inc.	Jorge A. Canales, P.E.	Project Engineer	\$ 126.00
Chrome Engineering, Inc.	Fernando Cruz	CADD Technician	\$ 98.00
Chrome Engineering, Inc.	Jose A. Rodriguez	CADD Technician	\$ 89.60
Chrome Engineering, Inc.	Michael Lemus	Engineering Technician	\$ 60.59
MASER Consulting, P.A.		Survey Crew - 4-Man	\$ 250.00
MASER Consulting, P.A.		Principal	\$ 220.00
MASER Consulting, P.A.		SUE Crew (Locating) - 3-Man	\$ 220.00
MASER Consulting, P.A.		Professional Surveyor and Mapper	\$ 200.00
MASER Consulting, P.A.		Survey Crew - 3-Man	\$ 200.00
MASER Consulting, P.A.		Project Manager	\$ 180.00
MASER Consulting, P.A.		SUE Crew (Designating) - 2-Man	\$ 170.00
MASER Consulting, P.A.		Terrestrial LIDAR Crew	\$ 155.00
MASER Consulting, P.A.		Mobile LIDAR Crew	\$ 155.00
MASER Consulting, P.A.		Survey Crew - 2-Man	\$ 155.00
MASER Consulting, P.A.		Utility Coordinator	\$ 125.00
MASER Consulting, P.A.		Survey/CADD Technician	\$ 115.00
MASER Consulting, P.A.		Senior SUE Technician	\$ 105.00
MASER Consulting, P.A.		SUE Technician	\$ 90.00
MASER Consulting, P.A.		Data/Field Technician (Mobile/Terrestrial LIDAR)	\$ 80.00
MASER Consulting, P.A.		Administrative Assistant	\$ 70.00

EXHIBIT “C”

PROFESSIONAL ENGINEERING SERVICES PROVIDED

Consultant is qualified to provide the professional engineering services marked below with an “X” for the Town’s Specific Projects.

	Professional Engineering Services Categories	Qualification
1	AERIAL / LAND PHOTOGRAPHY	X
2	SURVEY, GIS, TOPOGRAPHY	X
3	ASBESTOS REMOVAL	
4	CHEMICAL ENGINEERING	
5	CIVIL ENGINEERING (GENERAL)	X
6	COMMUNICATIONS	
7	ELECTRICAL	X
8	ARCHITECTURAL	
9	ENVIRONMENTAL	
10	MECHANICAL (ALL)	
11	SITE ASSESSMENT	X
12	SOLID WASTE	
13	STORMWATER	X
14	STRUCTURAL	X
15	TRANSPORTATION	X
16	WATER AND SEWER (UTILITIES) (W&S)	X

RESOLUTION NO. 2021-_____

A RESOLUTION OF THE MAYOR AND THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING THE CONTINUING SERVICES AGREEMENT WITH NOVA CONSULTING, INC. FOR PROFESSIONAL ENGINEERING SERVICES; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE CONTINUING SERVICES AGREEMENT; AUTHORIZING THE TOWN MANAGER AND TOWN OFFICIALS TO TAKE ALL ACTION NECESSARY TO IMPLEMENT THE CONTINUING SERVICES AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 287.055, Florida Statutes (“CCNA”), on August 3, 2020, the Town of Surfside (the “Town”) issued Request for Qualifications (RFQ) No. 2020-06 requesting qualifications from professional engineering firms that could provide various engineering services for the Town’s projects and assignments (the “Services”); and

WHEREAS, in accordance with the RFQ, the Evaluation Committee evaluated, ranked and scored all proposals received, and recommended that the first tier or top eight (8) ranked firms be qualified to provide the Services and eligible for award at this time of a Continuing Services Agreement for the Services; and

WHEREAS, on December 8, 2020, the Town Commission adopted Resolution No. 2747 approving the rankings and recommendations of the Evaluation Committee as to qualified firms and authorizing negotiations for award of a Continuing Services Agreements to first tier or top eight (8) ranked and qualified firms for the Services; and

WHEREAS, Nova Consulting, Inc., is one of the firms qualified to perform the Services and has agreed to provide the following services specifically: survey, GIS and topography; civil

engineering (general); environmental; site assessment; stormwater; water and sewer (utilities) (W&S); and

WHEREAS, the Town Commission finds that approval of the Continuing Services Agreement between the Town and Nova Consulting, Inc. for the Services, substantially in the form attached hereto as Exhibit “A,” is in the best interest of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are true and correct and incorporated into this Resolution by this reference.

Section 2. Approval of Continuing Services Agreement. The Continuing Services Agreement for professional engineering services between the Town and Nova Consulting, Inc., in substantially the form attached hereto as Exhibit “A,” together with such non-material changes as may be acceptable as to form and legality by the Town Attorney, is approved.

Section 3. Authorization to Execute Continuing Services Agreement. The Town Manager is authorized to execute the Continuing Services Agreement with Nova Consulting, Inc. on behalf of the Town, and to execute any documents or amendments related thereto, subject to the approval as to form and legality by the Town Attorney.

Section 4. Implementation by Town Officials. The Town Manager and/or Town Officials are authorized to take all action necessary to implement the terms and conditions of the Continuing Services Agreement and this Resolution.

Section 5. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 9th day of February, 2021.

Motion By: _____

Second By: _____

FINAL VOTE ON ADOPTION:

Commissioner Charles Kesl _____

Commissioner Eliana R. Salzhauer _____

Commissioner Nelly Velasquez _____

Vice Mayor Tina Paul _____

Mayor Charles W. Burkett _____

Charles W. Burkett, Mayor

ATTEST:

Sandra McCready, MMC, Town Clerk

**APPROVED AS TO FORM AND LEGALITY FOR THE USE
AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:**

Weiss Serota Helfman Cole & Bierman, P.L.
Town Attorney

TOWN OF SURFSIDE, FLORIDA
CONTINUING SERVICES AGREEMENT
PROFESSIONAL ENGINEERING SERVICES



The Town of Surfside Commission:

Mayor Charles W. Burkett
Vice Mayor Tina Paul
Commissioner Charles Kesl
Commissioner Elianna Salzhauer
Commissioner Nelly Velasquez

Town of Surfside
9293 Harding Ave
Surfside, FL 33154

CONTINUING SERVICES AGREEMENT

Between

TOWN OF SURFSIDE, FLORIDA

And

NOVA CONSULTING, INC.

THIS CONTINUING SERVICES AGREEMENT is made between **TOWN OF SURFSIDE, FLORIDA**, a Florida municipal corporation (hereinafter referred to as the “Town”) and **NOVA CONSULTING, INC.**, a Florida corporation authorized to do business in the State of Florida (hereinafter referred to as the “Consultant”), whose principal place of business is 10486 NW 31 Terrace, Doral, Florida 33172.

WHEREAS, pursuant to Section 287.055, Florida Statutes, on August 3, 2020, the Town issued Request For Qualifications (RFQ) No. 2020-06 requesting qualifications from professional engineering firms and selected the Consultant to provide professional engineering services with respect to various Town projects and assignments (“Services”); and

WHEREAS, the Consultant is willing and able to perform such Services for the Town in accordance with the terms and conditions set forth in this Agreement (hereinafter referred to as this “Continuing Services Agreement” or this “Agreement”); and

WHEREAS, the purpose of this Continuing Services Agreement is not to authorize the Consultant to perform a specific project, but to set forth certain terms and conditions which shall govern and be incorporated into subsequent supplemental agreements or work orders for specific projects or services when required.

NOW THEREFORE, in consideration of the mutual terms, conditions, promises and covenants set forth below, the Town and Consultant agree as follows:

SECTION 1. DEFINITIONS

The following definitions and references are given for interpreting the terms as used in this Agreement and apply unless the context indicates a different meaning:

1.1 **Compensation:** The total amount paid by the Town for the Consultant’s professional services for a specific project, exclusive of reimbursable expenses.

1.2 **Reimbursable Expenses:** The direct non-salary expenses directly attributable to the Project. Reimbursable expenses include long-distance communications, application and permit fees paid for securing approval of authorities having jurisdiction over the Specific Project;

actual cost of reproduction, printing, binding, and photocopying of drawings, specifications, renderings and other documents; postage; travel expenses; and subconsultant's fees.

1.3 **Specific Project Agreement or Project Agreement:** A purchase order or specific agreement to provide services for a particular Project, substantially in the form attached hereto and incorporated herein by reference as Exhibit "A."

1.4 **Subconsultant Fee:** The direct and actual cost of the Subconsultant with no markup, as reflected by actual invoices of the Subconsultant.

1.5 **Travel Expenses:** One-half Consultant's hourly rate as indicated on Exhibit "B", meals and lodging expenses incurred directly for the specific project for travel outside of Miami-Dade and Broward Counties. No travel expenses or overnight travel outside of Miami-Dade and Broward Counties shall be reimbursed unless Consultant has secured advance written authorization for such travel from the Town Manager or his designee.

SECTION 2. SPECIFIC PROJECTS/SCOPE OF SERVICES

2.1 In accordance with the Consultants' Competitive Negotiation Act (Section 287.055, Florida Statutes), the Consultant shall be eligible to provide professional services listed under Exhibit "C," which is attached hereto and incorporated by reference, for Specific Projects authorized from time to time by the Town Commission and/or Town Manager pursuant to subsection 2.6 (hereinafter, the "Specific Project" or the "Project"). The Town intends to retain and may retain more than one (1) firm, if possible and as necessary, that is qualified to perform professional services for Specific Projects, which may include, without limitation: professional engineering services listed under Exhibit "C," program management services, and construction management.

2.2 When the need for services for a Specific Project occurs, the Town Manager or his designee may, enter into negotiations with the Consultant for that Specific Project under the terms and conditions of this Agreement. The Town shall initiate said negotiations by providing the Consultant with a "Scope of Services Request," requesting from the Consultant a proposal to provide professional services for the Specific Project. The Consultant shall prepare a proposal which includes those subjects specified in subsection 2.3 (a) through (g). The Town Manager or his designee and Consultant shall negotiate the terms of the Specific Project in accordance with the provisions of Subsection 2.3.

2.3 The Town and Consultant shall utilize as the agreement for each Specific Project, a Purchase Order or standard Project Agreement ("Project Agreement") in substantially the form attached hereto and incorporated herein as Exhibit "A." Each supplemental purchase order or agreement for a Specific Project will, by mutual agreement, set forth, among other things, the following:

- a. The Scope of Services;

- b. The Deliverables;
- c. The Time and Schedule of Performance and Term;
- d. The amount of Compensation setting forth whether the Town agrees to pay Consultant a lump sum fee as compensation for the services, or hourly based on approved rates up to a maximum amount not to be exceeded;
- e. The Personnel assigned to the Specific Project;
- f. Any additional contractual requirements of Section 287.055, Florida Statutes, for consultant agreements; and
- g. Any modifications to the Project Agreement, if mutually agreed upon by the parties.

2.4 If the Town Manager determines that the Consultant's services in its capacity as architectural and/or engineering consultant for a particular project are needed on an hourly basis, in lieu of a lump sum compensation package, the Consultant shall charge the Town for professional services at those hourly fees as specified in Exhibit "B." The Project Agreement shall specify that the Consultant's services shall be provided on an hourly basis with a maximum amount of compensation that may not be exceeded without additional approval.

2.5 Commencing with the fourth year term of this Agreement or on or after the anniversary date of this Agreement (February, ____, 2024), the Consultant's hourly fees/rates set forth in Exhibit "B" shall be subject to CPI adjustment annually effective on the anniversary date of the Agreement and annually thereafter. Fees/Rates shall be increased each year thereafter by the same percentage by which the Revised Consumer Price Index U.S. City Average for All Urban Consumers All Items, 1982-84 ("CPI") shall have increased since the previous year of this Agreement. After consultation and agreement with the Town Manager as to any adjustment to the Fees/Rates, Consultant shall provide an updated Fee/Rates Schedule to be attached as Exhibit "B" to the Agreement commencing with fourth year term and annually thereafter.

2.6 The professional services to be rendered by the Consultant shall commence subsequent to the execution of each Project Agreement. Performance of services by Consultant prior to execution of a Project Agreement shall be at Consultant's sole risk.

2.6 The Town Manager is authorized to negotiate and execute a Project Agreement for Projects in which the Consultant's services do not exceed \$25,000.00 for the fiscal year.

2.7 The Contract Documents for each Specific Project shall incorporate this Continuing Services Agreement. In the event that any of the terms or conditions of this Agreement conflict with the Project Agreement, the provisions of the Project Agreement shall govern and apply.

SECTION 3. TERM/TERMINATION

3.1 **Term of Agreement/Contract Time.** This Agreement shall commence on the date this instrument is fully executed by all parties (“Commencement Date”) and shall continue in full force and effect, unless and until terminated pursuant to Section 3.2, 3.5, 3.6, or other applicable sections of this Agreement.

3.2 **Termination For Convenience.** This Continuing Services Agreement may be terminated by the Town for convenience upon thirty (30) calendar days written notice to the Consultant.

3.3 **Non-Exclusive Agreement.** Notwithstanding the provisions of Subsection 3.1, the Town Manager or his designee may issue request for qualifications, requests for proposals, or other similar procurement documents for this professional discipline at any time and may utilize the services of any other consultants retained by the Town under similar continuing services agreements. Nothing in this Agreement shall be construed to give the Consultant a right to perform services for a Specific Project.

3.4 **Term of Project Agreement/Contract Time.** Each Project Agreement shall commence on the date the instrument is fully executed by all parties (“Commencement Date of Project Agreement”) and shall specify the period of service or Contract Time agreed to by the Town and Consultant for services to be rendered under said Project Agreement, unless otherwise terminated pursuant to this Section. The Town Manager, in his sole discretion, may extend the Term of a Project Agreement through written notification to Consultant. Such extension shall not exceed ninety (90) days. No further extensions of the Project Agreement shall be effective unless authorized by the Town Commission. Upon the Commencement Date of the Project Agreement, the Consultant shall commence services to the Town, and shall continuously perform services to the Town, without interruption, in accordance with the Term and time frames set forth in the “Project Schedule” included therein. The number of calendar days from the Commencement Date of the Project Agreement, through the date set forth in the Project Schedule for completion of the Project or the date of actual completion of the Project, whichever shall last occur, shall constitute the Contract Time.

3.5 **Termination For Cause; Project Agreement.** A Project Agreement may be terminated by either party upon five (5) calendar days written notice to the other party should the other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event that Consultant abandons a Project Agreement or causes it to be terminated by the Town, the Consultant shall indemnify the Town against any loss pertaining to this termination. In the event that the Consultant is terminated by the Town for cause and it is subsequently determined by a court by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 3.6 of this Agreement and the provision of Section 3.6 shall apply.

3.6 **Termination For Convenience; Project Agreement.** A Project Agreement may be terminated by the Town for convenience upon fourteen (14) calendar days’ written notice to

the Consultant. In the event of termination, the Consultant shall incur no further obligations in connection with the Project and shall, to the extent possible, terminate any outstanding subconsultant obligations. The Consultant shall be compensated for all services performed to the satisfaction of the Town and for reimbursable expenses incurred prior to the date of termination. The Consultant shall promptly submit its invoice for final payment and reimbursement and the invoice shall comply with the provisions of this Agreement and the Project Agreement for payment. Under no circumstances shall the Town make any payment to the Consultant for services which have not been performed or performed subsequent to the termination date.

3.7 **Assignment upon Termination.** Upon termination of a Project Agreement, a copy of all of the Consultant's work product shall become the property of the Town and the Consultant shall, within ten (10) working days of receipt of written direction from the Town, transfer to either the Town or its authorized designee, a copy of all work product in its possession, including but not limited to designs, plans, specifications, drawings, studies, reports and all other documents and data in the possession of the Consultant pertaining to this Project Agreement. Further, upon the Town's request, the Consultant shall assign its rights, title and interest under any subcontractor's agreements to the Town.

3.8 **Suspension for Convenience.** The Town shall have the right at any time to direct the Consultant to suspend its performance of a Specific Project, or any designated part thereof, for any reason whatsoever or without reason, for a cumulative period of up to thirty (30) calendar days. If any such suspension is directed by the Town, the Consultant shall immediately comply with same. In the event the Town directs a suspension of performance as provided for herein through no fault of the Consultant, the Town shall pay to the Consultant its reasonable costs, actually incurred and paid, of demobilization and remobilization, as full

SECTION 4. ADDITIONAL SERVICES AND CHANGES IN SCOPE OF SERVICES

4.1 **Changes Permitted.** Changes in the Scope of Services of a Project Agreement consisting of additions, deletions, revisions, or any combination thereof, may be ordered by the Town by Change Order without invalidating the Project Agreement.

4.2 **Change Order Defined.** Change Order shall mean a written order to the Consultant executed by the Town, issued after execution of a Project Agreement, authorizing and directing a change in the Scope of Services or an adjustment in the Contract Price or the Contract Time, or any combination thereof. The Contract Price and/or the Contract Time may be changed only by Change Order.

4.3 **Effect of Executed Change Order.** The execution of a Change Order by the Town and the Consultant shall constitute conclusive evidence of the Consultant's agreement to the ordered changes in the Scope of Services or an adjustment in the Contract Price or the Contract Time, or any combination thereof. The Consultant, by executing the Change Order, waives and forever releases any claim against the Town for additional time or compensation for matters relating to or arising out of or resulting from the Services included within or affected by the executed Change Order.

SECTION 5. BILLING AND PAYMENTS TO THE CONSULTANT.

5.1 **Lump Sum Compensation and Reimbursable Expenses.** Pursuant to a Project Agreement, Consultant shall submit invoices which are identified by the specific project number on a monthly basis in a timely manner. These invoices shall identify the Project, the nature of the work performed, the phase of work, the payment due, and the estimated percent of work accomplished in accordance with the approved Payment Schedule set forth in the Project Agreement. If compensation is based on hourly rates, invoices shall also identify the name and title of personnel who performed the work with applicable hourly rates. Invoices for each phase shall not exceed amounts allocated to each phase of the Project plus reimbursable expenses accrued during each phase. All requests for reimbursable expenses payment must be accompanied with relevant documentation which substantiates the cost. The statement shall show a summary of fees with accrual of the total and credits for portions previously paid by the Town. The Town shall pay Consultant within forty-five (45) calendar days of approval by the Town Manager or his designee of any invoices submitted by Consultant to the Town.

5.2 **Disputed Invoices.** In the event that all or a portion of an invoice submitted to the Town for payment to the Consultant pursuant to a Project Agreement is disputed, or additional backup documentation is required, the Town shall notify the Consultant within fifteen (15) working days of receipt of the invoice of such objection, modification or additional documentation request. The Consultant shall provide the Town with additional backup documentation within five (5) working days of the date of the Town's notice. The Town may request additional information, including but not limited to, all invoices, time records, expense records, accounting records, and payment records of the Consultant. The Town, at its sole discretion, may pay to the Consultant the undisputed portion of the invoice. The parties shall endeavor to resolve the dispute in a mutually agreeable fashion.

5.3 **Suspension of Payment.** In the event that the Town becomes credibly informed that any representations or invoices of the Consultant, provided pursuant to this Agreement and/or any Project Agreement, are wholly or partially inaccurate, or in the event that the Consultant is not in compliance with any term or condition of this Agreement and/or a Project Agreement, the Town may withhold payment of sums then or in the future otherwise due to the Consultant until the inaccuracy, or other breach of this Agreement and/or the Project Agreement, and the cause thereof, is corrected to the Town's reasonable satisfaction.

5.5 **Final Payment.** Submission of the Consultant's invoice for final payment and reimbursement shall constitute the Consultant's representation to the Town that, upon receipt from the Town of the amount invoiced, all obligations of the Consultant to others, including its consultants, incurred in connection with the Project, shall be paid in full. The Consultant shall deliver to the Town all documents requested by the Town evidencing payments to any and all subcontractors, and all final specifications, plans, or other documents as dictated in the Scope of Services and Deliverable. Acceptance of final payment shall constitute a waiver of any and all claims against the Town by the Consultant.

SECTION 6. SURVIVAL OF PROVISIONS

6.1 Any terms or conditions of either this Agreement or any subsequent Project Agreement that require acts beyond the date of the term of either agreement, shall survive termination of the agreements, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

SECTION 7. TOWN’S RESPONSIBILITIES

7.1 Assist Consultant by placing at its disposal all available information as may be requested in writing by the Consultant and allow reasonable access to all pertinent information relating to the services to be performed by Consultant.

7.2 Furnish to Consultant, at the Consultant’s written request, all available maps, plans, existing studies, reports and other data pertinent to the services to be provided by Consultant, in possession of the Town.

7.3 Arrange for access to and make all provisions for Consultant to enter upon public property as required for Consultant to perform services.

SECTION 8. CODE OF ETHICS

8.1 The code of ethics of the Florida Engineering Society shall be incorporated in this Agreement by this reference.

8.2 Consultant warrants and represents that its employees shall abide by the Code of Ethics for Public Officers and Employees, Chapter 112, Florida Statutes, Miami-Dade County’s Code of Ethics and the Town’s Ethics Code.

SECTION 9. COMPLIANCE WITH LAWS; POLICY OF NON-DISCRIMINATION/WAGES; LICENSES AND PERMITS

9.1 The Consultant shall comply with all federal, state and Town and local laws and ordinances applicable to the services or work or payment for such work and shall not discriminate on the grounds of race, color, religion, sex, age, marital status, national origin, physical or mental disability in the performance of work under this Agreement.

9.2 If the Project is subject to federal and grant funding that requires specific wage and non-discrimination provisions, Consultant shall be required to comply with the same.

9.3 The Consultant shall at all times during the term of this Agreement and any Specific Project Agreement maintain in good standing all licenses, certifications and permits required under applicable federal, state and local laws and regulations for performance of the work or services.

SECTION 10. OWNERSHIP OF DOCUMENTS/DELIVERABLES

10.1 All finished or unfinished documents, including but not limited to, detailed reports, studies, plans, drawings, surveys, maps, models, photographs, specifications, digital files, and all other data prepared for the Town or furnished by the Consultant pursuant to any Project Agreement, shall become the property of the Town, whether the Project for which they are made is completed or not, and shall be delivered by Consultant to the Town within five (5) calendar days after receipt of written notice requesting delivery of said documents or digital files. The Consultant shall have the right to keep one record set of the documents upon completion of the Project, however, in no event shall the Consultant, without the Town’s prior written authorization, use, or permit to be used, any of the documents except for client or educational presentations or seminar use.

10.2 All subcontracts for the preparation of reports, studies, plans, drawings, specifications, digital files or other data, entered into by the Consultant for each Specific Project shall provide that all such documents and rights obtained by virtue of such contracts shall become the property of the Town.

10.3 All final plans and documents prepared by the Consultant shall bear the endorsement and seal of a person duly registered as a Professional Engineer, Architect, Landscape Architect, Professional Geologist, or Land Surveyor, as appropriate, in the State of Florida and date approved and/or sealed.

10.4 All deliverables should be provided in electronic format to the Town. Drawings should be provided in CADD and written documentation should be provided in Microsoft Word.

SECTION 11. PUBLIC RECORDS ACT COMPLIANCE

11.1 Consultant acknowledges Consultant agrees to keep and maintain public records in Consultant possession or control in connection with Consultant’s performance under this Agreement. Consultant additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Consultant shall 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 Agreement, and following completion of the Agreement until the records are transferred to the Town.

11.2 Upon request from the Town custodian of public records, Consultant shall provide the Town 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 by Chapter 119, Florida Statutes, or as otherwise provided by law.

11.3 Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the Town.

11.4 Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Consultant shall be delivered by the Consultant to the Town Manager, at no cost to the Town, within seven (7) days. All such records stored electronically by Consultant shall be delivered to the Town in a format that is compatible with the Town's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Consultant shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

11.5 Any compensation due to Consultant shall be withheld until all records are received as provided herein.

11.6 Consultant's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Town.

Section 119.0701(2)(a), Florida Statutes

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.

Custodian of Records:	SANDRA MCCREADY, MMC TOWN CLERK
Mailing Address:	9293 Harding Avenue, Surfside, FL 33154
Telephone Number:	(305) 861-4863
Email:	smccready@townofsurfside.gov

SECTION 12. NO CONTINGENT FEE

12.1 Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. In the event the Consultant violates this provision, the Town shall have the right to terminate this Agreement or any Project Agreement, without liability, and at its sole discretion, to deduct from the Contract Price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

SECTION 13. INDEPENDENT CONTRACTOR

13.1 The Consultant is an independent contractor under this Agreement and any Project Agreements. Personal services provided by the Consultant shall be by employees of the Consultant and subject to supervision by the Consultant, and not as officers, employees, or

agents of the Town, Personnel policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services or work rendered under this Agreement or any Project Agreements shall be those of the Consultant.

SECTION 14. ASSIGNMENT; AMENDMENTS

14.1 This Agreement shall not be assigned, transferred or otherwise encumbered, under any circumstances, by Consultant, without the prior written consent of the Town.

14.2 No modification, amendment or alteration in the terms or conditions of this Agreement shall be effective unless contained in a written document executed with the same formality as this Agreement.

SECTION 15. INDEMNIFICATION/HOLD HARMLESS

15.1 Pursuant to Section 725.08, Florida Statutes, the Consultant shall indemnify and hold harmless the Town and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees at all trial and appellate levels, to the extent such liabilities, damages, losses, and costs are caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant or any persons employed or utilized by the Consultant in the performance of this Agreement or any Project Agreement.

SECTION 16. INSURANCE

The Consultant shall secure and maintain throughout the duration of this Agreement and any Project Agreement, insurance of such type and in such amounts necessary to protect its interest and the interest of the Town against hazards or risks of loss as specified below. The underwriter of such insurance shall be qualified to do business in Florida and have agents upon whom service of process may be made in the State of Florida. The insurance coverage shall be primary insurance with respect to the Town, its officials, employees, agents and volunteers. Any insurance maintained by the Town shall be in excess of the Consultant's insurance and shall not contribute to the Consultant's insurance. The Town may from time to time review existing insurance coverages and limits and require CONSULANT to add coverages, increase limits or amend insurance policies. The insurance coverages shall include at a minimum:

16.1 **Worker's Compensation and Employer's Liability Insurance:** Coverage to apply for all employees for Statutory Limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000.00 each accident.

16.2 **Comprehensive Automobile and Vehicle Liability Insurance:** This insurance shall be written in comprehensive form and shall protect the Consultant and the Town against claims for injuries to members of the public and/or damages to property of others arising from the Consultant's use of motor vehicles or any other equipment and shall cover operation with

respect to onsite and offsite operations and insurance coverage shall extend to any motor vehicles or other equipment irrespective of whether the same is owned, non-owned, or hired. The limit of liability shall not be less than \$1,000,000.00 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsement, as filed by the Insurance Services Office.

16.3 **Commercial General Liability.** This insurance shall be written in comprehensive form and shall protect the Consultant and the Town against claims arising from injuries to members of the public or damage to property of others arising out of any act or omission to act of the Consultant or any of its agents, employees, or subcontractors. The limit of liability shall not be less than \$1,000,000.00 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability.

(a) Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include: (1) Premises and/or Operations; (2) Independent contractors and Products and/or completed Operations; (3) Broad Form Property Damage, Personal Injury and a Contractual Liability Endorsement, including any hold harmless and/or indemnification agreement.

(b) The Town is to be specifically included as an Additional Insured for the liability of the Town resulting from services or work performed by or on behalf of Consultant in performance of this or any Project Agreement. Consultant's insurance, including that applicable to the Town as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Town shall be in excess of and shall not contribute to Consultant's insurance. Consultant's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured in the same manner as if separate policies had been issued to each.

16.4 **Professional Liability:** The Consultant shall furnish professional liability errors and omissions insurance coverage in an amount not less than \$2,000,000.00 with a maximum deductible of \$25,000.00 per claim. The Consultant shall be responsible for maintaining this professional liability insurance for a minimum of five (5) years from the date of execution of each Project Agreement. Upon request of the Town, the Consultant shall make available for inspection copies of any claims filed or made against the policy during the policy term. The Consultant shall additionally notify the Town, in writing, within thirty (30) calendar days of any claims filed or made against this policy in excess of \$25,000.00 during the policy term.

16.5 **Certificate of Insurance:** Prior to the execution of this Agreement, Consultant shall provide the Town Manager with evidence of insurability from the Consultant's Insurance Carrier or a Certificate of Insurance. Prior to execution of any Project Agreement, the Consultant shall provide to the Town Manager, Certificates of Insurance evidencing the required insurance coverages. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and any Project Agreement and shall

state that such insurance is as required by this and any Project Agreement. The Town reserves the right to require the Consultant to provide a certified copy of such policies, upon written request by the Town. If a policy is due to expire prior to the completion of the services, renewal Certificates of Insurance or policies shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Town before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Town Manager.

16.6 All deductibles or self-insured retentions must be declared to and be approved by the Town Manager or his designee. The Consultant shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim. The Town Manager may require the Consultant, as a condition of execution of a particular Project Agreement, to provide a bond or other monetary consideration to cover the Consultant's deductible for Professional Liability Insurance.

SECTION 17. REPRESENTATIVE OF TOWN AND CONSULTANT

17.1 **Town Representative.** It is recognized that questions in the day-to-day conduct of this Agreement will arise. The Town designates the Town Manager or his designee, as the person to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed.

17.2 **Consultant's Representative.** Consultant shall inform the Town Representative, in writing, of the representative of the Consultant to whom all communications pertaining to the day-to-day conduct of this Agreement and Project Agreement shall be addressed.

SECTION 18. COST AND ATTORNEY'S FEES/WAIVER OF JURY TRIAL

18.1 If either the Town or Consultant is required to enforce the terms of this Agreement or any Project Agreement by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all costs, expenses, and attorney's fees, in any state or federal administrative, circuit court and appellate court proceedings.

18.2 In the event of any litigation arising out of this Agreement or any Project Agreement, each party hereby knowingly, irrevocably, voluntarily and intentionally waives its right to trial by jury.

SECTION 19. ALL PRIOR AGREEMENTS SUPERSEDED

19.1 This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained in this Agreement and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document.

Accordingly, it is agreed that no deviation from the terms of this Agreement shall be predicated upon any prior representations or agreements whether oral or written.

SECTION 20. CONSULTANT'S RESPONSIBILITIES

20.1 The Consultant and any and all drawings, plans, specifications, or other construction or contract documents prepared by the Consultant shall be accurate, coordinated and adequate for construction and shall comply with all applicable Town Codes, state and federal laws, rules and regulations.

20.2 The Consultant shall exercise the same degree of care, skill and diligence in the performance of the services for each Project Agreement as is ordinarily provided by a professional engineer, architect, landscape architect, surveyor or mapper under similar circumstances. If at any time during the term of any Project Agreement or the construction of the Project for which the Consultant has provided engineering or architectural services under a prior Project Agreement, it is determined that the Consultant's documents are incorrect, defective or fail to conform to the Scope of Services of the particular Project, upon written notification from the Town, the Consultant shall immediately proceed to correct the work, re-perform services which failed to satisfy the foregoing standard of care, and shall pay all costs and expenses associated with correcting said incorrect or defective work, including any additional testing, inspections, and construction and reimbursements to the Town for any other services and expenses made necessary thereby, save and except any costs and expenses which the Town would have otherwise paid absent the Consultant's error or omission. The Town's rights and remedies under this section are in addition to, and are cumulative of, any and all other rights and remedies provided by this Agreement, the Project Agreement, by law, equity or otherwise.

20.3 The Consultant's obligations under Paragraph 20.2 of this Agreement shall survive termination of this Agreement or any Project Agreement.

SECTION 21. SUBCONSULTANTS

21.1 In the event the Consultant requires the services of any Subconsultants or other professional associates in connection with services covered by any Project Agreement, the Consultant must secure the prior written approval of the Town Manager or his designee. The Consultant shall utilize his/her best efforts to utilize Subconsultants whose principal place of business is located within Miami-Dade County, Florida.

21.2 Any subcontract with a Subconsultant shall afford to the Consultant rights against the Subconsultant which correspond to those rights afforded to the Town against the Consultant herein, including but not limited to those rights of termination as set forth herein.

21.3 No reimbursement shall be made to the Consultant for any subconsultants that have not been previously approved by the Town for use by the Consultant.

SECTION 22. NOTICES

Whenever either party desires to give notice to the other, it must be given by hand delivery or written notice, sent by certified United States mail, with return receipt requested or a nationally recognized private mail delivery service, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

FOR CONSULTANT:

Nova Consulting, Inc.
Attention: Maria J. Molina, P.E.
10486 NW 31st Terrace
Doral, Florida 33172
Telephone: (305) 436-9200

FOR TOWN:

Town of Surfside, Florida
Attention: Town Manager
9293 Harding Avenue
Surfside, Florida 33154
Telephone: (305) 861-4863

With a copy to:

Weiss Serota Helfman Cole & Bierman, P.L.,
Attention: Lillian M. Arango, Town Attorney
2525 Ponce De Leon Blvd., Suite 700
Coral Gables, Florida
Telephone: (305) 854-0800
Facsimile: (305) 854-2323

SECTION 23. TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Agreement by Consultant shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement or any Project Agreement are accurate, complete, and current at the time of contracting. Each Project Agreement's contract prices and any additions shall be adjusted to exclude any significant sums by which the Town determines the Project's contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such adjustments shall be made within one year following the end of each Project Agreement.

SECTION 24. CONSENT TO JURISDICTION

The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of relating to this Agreement or any Project Agreement. Venue of any action to enforce this Agreement or any Project Agreement shall be in Miami-Dade County, Florida.

SECTION 25. GOVERNING LAW

25.1 This Agreement and any Project Agreement shall be construed in accordance with and governed by the laws of the State of Florida.

25.2 The Consultant represents that it is not currently engaged in, and will not engage in, a boycott, as defined in Section 3-1.1 of the Town of Surfside Code of Ordinances.

SECTION 26. HEADINGS

Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.

SECTION 27. EXHIBITS

Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The Exhibits if not physically attached, should be treated as part of this Agreement, and are incorporated by reference.

SECTION 28. SEVERABILITY

If any provision of this Agreement or any Project Agreement or the application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

SECTION 29. COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute the same instrument.

SECTION 30. INCORPORATION OF TERMS AND CONDITONS OF CONTINUING SERVICE AGREEMENT INTO PROJECT AGREEMENTS.

30.1 Each Project Agreement shall incorporate the terms and conditions set forth in this Continuing Services Agreement between the parties as though fully set forth therein. In the

event that any terms or conditions of a Project Agreement conflict with this Continuing Services Agreement, the provisions of the specific Project Agreement shall prevail and apply.

**[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK. SIGNATURE PAGE
FOLLOWS.]**

IN WITNESS WHEREOF, the parties execute this Agreement on the respective dates under each signature: The Town, signing by and through its Town Manager, attested to by its Town Clerk, duly authorized to execute same and by Consultant by and through its _____, whose representative has been duly authorized to execute same through a resolution of the corporation or partnership.

TOWN:

ATTEST:

TOWN OF SURFSIDE, FLORIDA, a
Florida Municipal Corporation

TOWN CLERK

By: _____
Andrew Hyatt, Town Manager

Date: _____

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

TOWN ATTORNEY

CONSULTANT:
NOVA CONSULTING, INC., a Florida corporation

By: _____

Name: _____

Title: _____

Date: _____

WITNESSES:

Print Name: _____

Print Name: _____

EXHIBIT “A”

**PROJECT AGREEMENT
[Purchase Order]**

Between

TOWN OF SURFSIDE, FLORIDA

And

NOVA CONSULTING, INC.

for

Purchase Order No. _____

[INSERT NAME OF PROJECT]

EXHIBIT "B"

CONSULTANT'S FEES / HOURLY BILLING RATES



January 11, 2021

VIA EMAIL

Jason D. Greene, CGFO, CFE, CPFIM
Assistant Town Manager / Chief Financial Officer
Town of Surfside
9293 Harding Avenue
Surfside, Florida 33154
Phone (305) 861-4863 Ext. 225

Re: Request for staff pay rate listing

Dear Mr. Greene,

As requested, please find below our billing rates for the Surfside contract RFQ # 2020-06.

Billing Rates	
Chief Engineer	\$ 295.42
Sr Project Manager	\$ 267.68
Project Manager	\$ 194.98
Senior Project Engineer	\$ 169.88
Project Engineer	\$ 140.32
Staff Engineer	\$ 92.18
Project Scientist	\$ 103.40
Staff Scientist	\$ 85.66
Sr Field Inspector	\$ 145.51
Field Inspector	\$ 82.71
Sr CAD Operator	\$ 118.17
CAD Operator	\$ 81.24

Please let us know of any questions you may have and/or additional information you may need.

NOVA CONSULTING

Juan C. Prieto, PE, PMP
Project Manager

EXHIBIT “C”

PROFESSIONAL ENGINEERING SERVICES PROVIDED

Consultant is qualified to provide the professional engineering services marked below with an “X” for the Town’s Specific Projects.

	Professional Engineering Services Categories	Qualification
1	AERIAL / LAND PHOTOGRAPHY	
2	SURVEY, GIS, TOPOGRAPHY	X
3	ASBESTOS REMOVAL	
4	CHEMICAL ENGINEERING	
5	CIVIL ENGINEERING (GENERAL)	X
6	COMMUNICATIONS	
7	ELECTRICAL	
8	ARCHITECTURAL	
9	ENVIRONMENTAL	X
10	MECHANICAL (ALL)	
11	SITE ASSESSMENT	X
12	SOLID WASTE	
13	STORMWATER	X
14	STRUCTURAL	
15	TRANSPORTATION	
16	WATER AND SEWER (UTILITIES) (W&S)	X

RESOLUTION NO. 2021-_____

A RESOLUTION OF THE MAYOR AND THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING THE CONTINUING SERVICES AGREEMENT WITH 300 ENGINEERING GROUP, P.A. FOR PROFESSIONAL ENGINEERING SERVICES; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE CONTINUING SERVICES AGREEMENT; AUTHORIZING THE TOWN MANAGER AND TOWN OFFICIALS TO TAKE ALL ACTION NECESSARY TO IMPLEMENT THE CONTINUING SERVICES AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 287.055, Florida Statutes (“CCNA”), on August 3, 2020, the Town of Surfside (the “Town”) issued Request for Qualifications (RFQ) No. 2020-06 requesting qualifications from professional engineering firms that could provide various engineering services for the Town’s projects and assignments (the “Services”); and

WHEREAS, in accordance with the RFQ, the Evaluation Committee evaluated, ranked and scored all proposals received, and recommended that the first tier or top eight (8) ranked firms be qualified to provide the Services and eligible for award at this time of a Continuing Services Agreement for the Services; and

WHEREAS, on December 8, 2020, the Town Commission adopted Resolution No. 2747 approving the rankings and recommendations of the Evaluation Committee as to qualified firms and authorizing negotiations for award of a Continuing Services Agreements to first tier or top eight (8) ranked and qualified firms for the Services; and

WHEREAS, 300 Engineering Group, P.A., is one of the firms qualified to perform the Services and has agreed to provide the following services, specifically: survey, GIS and topography; civil engineering (general); stormwater; and water and sewer (utilities) (W&S); and

WHEREAS, the Town Commission finds that approval of the Continuing Services Agreement between the Town and 300 Engineering Group, P.A. for the Services, substantially in the form attached hereto as Exhibit “A,” is in the best interest of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are true and correct and incorporated into this Resolution by this reference.

Section 2. Approval of Continuing Services Agreement. The Continuing Services Agreement for professional engineering services between the Town and 300 Engineering Group, P.A., in substantially the form attached hereto as Exhibit “A,” together with such non-material changes as may be acceptable as to form and legality by the Town Attorney, is approved.

Section 3. Authorization to Execute Continuing Services Agreement. The Town Manager is authorized to execute the Continuing Services Agreement with 300 Engineering Group, P.A. on behalf of the Town, and to execute any documents or amendments related thereto, subject to the approval as to form and legality by the Town Attorney.

Section 4. Implementation by Town Officials. The Town Manager and/or Town Officials are authorized to take all action necessary to implement the terms and conditions of the Continuing Services Agreement and this Resolution.

Section 5. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 9th day of February, 2021.

Motion By: _____

Second By: _____

FINAL VOTE ON ADOPTION:

Commissioner Charles Kesl _____

Commissioner Eliana R. Salzhauer _____

Commissioner Nelly Velasquez _____

Vice Mayor Tina Paul _____

Mayor Charles W. Burkett _____

Charles W. Burkett, Mayor

ATTEST:

Sandra McCready, MMC, Town Clerk

**APPROVED AS TO FORM AND LEGALITY FOR THE USE
AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:**

Weiss Serota Helfman Cole & Bierman, P.L.
Town Attorney

TOWN OF SURFSIDE, FLORIDA
CONTINUING SERVICES AGREEMENT
PROFESSIONAL ENGINEERING SERVICES



The Town of Surfside Commission:

Mayor Charles W. Burkett
Vice Mayor Tina Paul
Commissioner Charles Kesl
Commissioner Elianna Salzhauer
Commissioner Nelly Velasquez

Town of Surfside
9293 Harding Ave
Surfside, FL 33154

CONTINUING SERVICES AGREEMENT

Between

TOWN OF SURFSIDE, FLORIDA

And

300 ENGINEERING GROUP, P.A.

THIS CONTINUING SERVICES AGREEMENT is made between **TOWN OF SURFSIDE, FLORIDA**, a Florida municipal corporation (hereinafter referred to as the “Town”) and **300 ENGINEERING GROUP, P.A.**, a Florida corporation authorized to do business in the State of Florida (hereinafter referred to as the “Consultant”), whose principal place of business is 2222 Ponce de Leon Boulevard, Suite 300, Miami, Florida 33134.

WHEREAS, pursuant to Section 287.055, Florida Statutes, on August 3, 2020, the Town issued Request For Qualifications (RFQ) No. 2020-06 requesting qualifications from professional engineering firms and selected the Consultant to provide professional engineering services with respect to various Town projects and assignments (“Services”); and

WHEREAS, the Consultant is willing and able to perform such Services for the Town in accordance with the terms and conditions set forth in this Agreement (hereinafter referred to as this “Continuing Services Agreement” or this “Agreement”); and

WHEREAS, the purpose of this Continuing Services Agreement is not to authorize the Consultant to perform a specific project, but to set forth certain terms and conditions which shall govern and be incorporated into subsequent supplemental agreements or work orders for specific projects or services when required.

NOW THEREFORE, in consideration of the mutual terms, conditions, promises and covenants set forth below, the Town and Consultant agree as follows:

SECTION 1. DEFINITIONS

The following definitions and references are given for interpreting the terms as used in this Agreement and apply unless the context indicates a different meaning:

1.1 **Compensation:** The total amount paid by the Town for the Consultant’s professional services for a specific project, exclusive of reimbursable expenses.

1.2 **Reimbursable Expenses:** The direct non-salary expenses directly attributable to the Project. Reimbursable expenses include long-distance communications, application and permit fees paid for securing approval of authorities having jurisdiction over the Specific Project;

actual cost of reproduction, printing, binding, and photocopying of drawings, specifications, renderings and other documents; postage; travel expenses; and subconsultant's fees.

1.3 **Specific Project Agreement or Project Agreement:** A purchase order or specific agreement to provide services for a particular Project, substantially in the form attached hereto and incorporated herein by reference as Exhibit "A."

1.4 **Subconsultant Fee:** The direct and actual cost of the Subconsultant with no markup, as reflected by actual invoices of the Subconsultant.

1.5 **Travel Expenses:** One-half Consultant's hourly rate as indicated on Exhibit "B", meals and lodging expenses incurred directly for the specific project for travel outside of Miami-Dade and Broward Counties. No travel expenses or overnight travel outside of Miami-Dade and Broward Counties shall be reimbursed unless Consultant has secured advance written authorization for such travel from the Town Manager or his designee.

SECTION 2. SPECIFIC PROJECTS/SCOPE OF SERVICES

2.1 In accordance with the Consultants' Competitive Negotiation Act (Section 287.055, Florida Statutes), the Consultant shall be eligible to provide professional services listed under Exhibit "C," which is attached hereto and incorporated by reference, for Specific Projects authorized from time to time by the Town Commission and/or Town Manager pursuant to subsection 2.6 (hereinafter, the "Specific Project" or the "Project"). The Town intends to retain and may retain more than one (1) firm, if possible and as necessary, that is qualified to perform professional services for Specific Projects, which may include, without limitation: professional engineering services listed under Exhibit "C," program management services, and construction management.

2.2 When the need for services for a Specific Project occurs, the Town Manager or his designee may, enter into negotiations with the Consultant for that Specific Project under the terms and conditions of this Agreement. The Town shall initiate said negotiations by providing the Consultant with a "Scope of Services Request," requesting from the Consultant a proposal to provide professional services for the Specific Project. The Consultant shall prepare a proposal which includes those subjects specified in subsection 2.3 (a) through (g). The Town Manager or his designee and Consultant shall negotiate the terms of the Specific Project in accordance with the provisions of Subsection 2.3.

2.3 The Town and Consultant shall utilize as the agreement for each Specific Project, a Purchase Order or standard Project Agreement ("Project Agreement") in substantially the form attached hereto and incorporated herein as Exhibit "A." Each supplemental purchase order or agreement for a Specific Project will, by mutual agreement, set forth, among other things, the following:

- a. The Scope of Services;

- b. The Deliverables;
- c. The Time and Schedule of Performance and Term;
- d. The amount of Compensation setting forth whether the Town agrees to pay Consultant a lump sum fee as compensation for the services, or hourly based on approved rates up to a maximum amount not to be exceeded;
- e. The Personnel assigned to the Specific Project;
- f. Any additional contractual requirements of Section 287.055, Florida Statutes, for consultant agreements; and
- g. Any modifications to the Project Agreement, if mutually agreed upon by the parties.

2.4 If the Town Manager determines that the Consultant's services in its capacity as architectural and/or engineering consultant for a particular project are needed on an hourly basis, in lieu of a lump sum compensation package, the Consultant shall charge the Town for professional services at those hourly fees as specified in Exhibit "B." The Project Agreement shall specify that the Consultant's services shall be provided on an hourly basis with a maximum amount of compensation that may not be exceeded without additional approval.

2.5 Commencing with the fourth year term of this Agreement or on or after the anniversary date of this Agreement (February, ____, 2024), the Consultant's hourly fees/rates set forth in Exhibit "B" shall be subject to CPI adjustment annually effective on the anniversary date of the Agreement and annually thereafter. Fees/Rates shall be increased each year thereafter by the same percentage by which the Revised Consumer Price Index U.S. City Average for All Urban Consumers All Items, 1982-84 ("CPI") shall have increased since the previous year of this Agreement. After consultation and agreement with the Town Manager as to any adjustment to the Fees/Rates, Consultant shall provide an updated Fee/Rates Schedule to be attached as Exhibit "B" to the Agreement commencing with fourth year term and annually thereafter.

2.6 The professional services to be rendered by the Consultant shall commence subsequent to the execution of each Project Agreement. Performance of services by Consultant prior to execution of a Project Agreement shall be at Consultant's sole risk.

2.6 The Town Manager is authorized to negotiate and execute a Project Agreement for Projects in which the Consultant's services do not exceed \$25,000.00 for the fiscal year.

2.7 The Contract Documents for each Specific Project shall incorporate this Continuing Services Agreement. In the event that any of the terms or conditions of this Agreement conflict with the Project Agreement, the provisions of the Project Agreement shall govern and apply.

SECTION 3. TERM/TERMINATION

3.1 **Term of Agreement/Contract Time.** This Agreement shall commence on the date this instrument is fully executed by all parties (“Commencement Date”) and shall continue in full force and effect, unless and until terminated pursuant to Section 3.2, 3.5, 3.6, or other applicable sections of this Agreement.

3.2 **Termination For Convenience.** This Continuing Services Agreement may be terminated by the Town for convenience upon thirty (30) calendar days written notice to the Consultant.

3.3 **Non-Exclusive Agreement.** Notwithstanding the provisions of Subsection 3.1, the Town Manager or his designee may issue request for qualifications, requests for proposals, or other similar procurement documents for this professional discipline at any time and may utilize the services of any other consultants retained by the Town under similar continuing services agreements. Nothing in this Agreement shall be construed to give the Consultant a right to perform services for a Specific Project.

3.4 **Term of Project Agreement/Contract Time.** Each Project Agreement shall commence on the date the instrument is fully executed by all parties (“Commencement Date of Project Agreement”) and shall specify the period of service or Contract Time agreed to by the Town and Consultant for services to be rendered under said Project Agreement, unless otherwise terminated pursuant to this Section. The Town Manager, in his sole discretion, may extend the Term of a Project Agreement through written notification to Consultant. Such extension shall not exceed ninety (90) days. No further extensions of the Project Agreement shall be effective unless authorized by the Town Commission. Upon the Commencement Date of the Project Agreement, the Consultant shall commence services to the Town, and shall continuously perform services to the Town, without interruption, in accordance with the Term and time frames set forth in the “Project Schedule” included therein. The number of calendar days from the Commencement Date of the Project Agreement, through the date set forth in the Project Schedule for completion of the Project or the date of actual completion of the Project, whichever shall last occur, shall constitute the Contract Time.

3.5 **Termination For Cause; Project Agreement.** A Project Agreement may be terminated by either party upon five (5) calendar days written notice to the other party should the other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event that Consultant abandons a Project Agreement or causes it to be terminated by the Town, the Consultant shall indemnify the Town against any loss pertaining to this termination. In the event that the Consultant is terminated by the Town for cause and it is subsequently determined by a court by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 3.6 of this Agreement and the provision of Section 3.6 shall apply.

3.6 **Termination For Convenience; Project Agreement.** A Project Agreement may be terminated by the Town for convenience upon fourteen (14) calendar days’ written notice to

the Consultant. In the event of termination, the Consultant shall incur no further obligations in connection with the Project and shall, to the extent possible, terminate any outstanding subconsultant obligations. The Consultant shall be compensated for all services performed to the satisfaction of the Town and for reimbursable expenses incurred prior to the date of termination. The Consultant shall promptly submit its invoice for final payment and reimbursement and the invoice shall comply with the provisions of this Agreement and the Project Agreement for payment. Under no circumstances shall the Town make any payment to the Consultant for services which have not been performed or performed subsequent to the termination date.

3.7 **Assignment upon Termination.** Upon termination of a Project Agreement, a copy of all of the Consultant's work product shall become the property of the Town and the Consultant shall, within ten (10) working days of receipt of written direction from the Town, transfer to either the Town or its authorized designee, a copy of all work product in its possession, including but not limited to designs, plans, specifications, drawings, studies, reports and all other documents and data in the possession of the Consultant pertaining to this Project Agreement. Further, upon the Town's request, the Consultant shall assign its rights, title and interest under any subcontractor's agreements to the Town.

3.8 **Suspension for Convenience.** The Town shall have the right at any time to direct the Consultant to suspend its performance of a Specific Project, or any designated part thereof, for any reason whatsoever or without reason, for a cumulative period of up to thirty (30) calendar days. If any such suspension is directed by the Town, the Consultant shall immediately comply with same. In the event the Town directs a suspension of performance as provided for herein through no fault of the Consultant, the Town shall pay to the Consultant its reasonable costs, actually incurred and paid, of demobilization and remobilization, as full

SECTION 4. ADDITIONAL SERVICES AND CHANGES IN SCOPE OF SERVICES

4.1 **Changes Permitted.** Changes in the Scope of Services of a Project Agreement consisting of additions, deletions, revisions, or any combination thereof, may be ordered by the Town by Change Order without invalidating the Project Agreement.

4.2 **Change Order Defined.** Change Order shall mean a written order to the Consultant executed by the Town, issued after execution of a Project Agreement, authorizing and directing a change in the Scope of Services or an adjustment in the Contract Price or the Contract Time, or any combination thereof. The Contract Price and/or the Contract Time may be changed only by Change Order.

4.3 **Effect of Executed Change Order.** The execution of a Change Order by the Town and the Consultant shall constitute conclusive evidence of the Consultant's agreement to the ordered changes in the Scope of Services or an adjustment in the Contract Price or the Contract Time, or any combination thereof. The Consultant, by executing the Change Order, waives and forever releases any claim against the Town for additional time or compensation for matters relating to or arising out of or resulting from the Services included within or affected by the executed Change Order.

SECTION 5. BILLING AND PAYMENTS TO THE CONSULTANT.

5.1 **Lump Sum Compensation and Reimbursable Expenses.** Pursuant to a Project Agreement, Consultant shall submit invoices which are identified by the specific project number on a monthly basis in a timely manner. These invoices shall identify the Project, the nature of the work performed, the phase of work, the payment due, and the estimated percent of work accomplished in accordance with the approved Payment Schedule set forth in the Project Agreement. If compensation is based on hourly rates, invoices shall also identify the name and title of personnel who performed the work with applicable hourly rates. Invoices for each phase shall not exceed amounts allocated to each phase of the Project plus reimbursable expenses accrued during each phase. All requests for reimbursable expenses payment must be accompanied with relevant documentation which substantiates the cost. The statement shall show a summary of fees with accrual of the total and credits for portions previously paid by the Town. The Town shall pay Consultant within forty-five (45) calendar days of approval by the Town Manager or his designee of any invoices submitted by Consultant to the Town.

5.2 **Disputed Invoices.** In the event that all or a portion of an invoice submitted to the Town for payment to the Consultant pursuant to a Project Agreement is disputed, or additional backup documentation is required, the Town shall notify the Consultant within fifteen (15) working days of receipt of the invoice of such objection, modification or additional documentation request. The Consultant shall provide the Town with additional backup documentation within five (5) working days of the date of the Town's notice. The Town may request additional information, including but not limited to, all invoices, time records, expense records, accounting records, and payment records of the Consultant. The Town, at its sole discretion, may pay to the Consultant the undisputed portion of the invoice. The parties shall endeavor to resolve the dispute in a mutually agreeable fashion.

5.3 **Suspension of Payment.** In the event that the Town becomes credibly informed that any representations or invoices of the Consultant, provided pursuant to this Agreement and/or any Project Agreement, are wholly or partially inaccurate, or in the event that the Consultant is not in compliance with any term or condition of this Agreement and/or a Project Agreement, the Town may withhold payment of sums then or in the future otherwise due to the Consultant until the inaccuracy, or other breach of this Agreement and/or the Project Agreement, and the cause thereof, is corrected to the Town's reasonable satisfaction.

5.5 **Final Payment.** Submission of the Consultant's invoice for final payment and reimbursement shall constitute the Consultant's representation to the Town that, upon receipt from the Town of the amount invoiced, all obligations of the Consultant to others, including its consultants, incurred in connection with the Project, shall be paid in full. The Consultant shall deliver to the Town all documents requested by the Town evidencing payments to any and all subcontractors, and all final specifications, plans, or other documents as dictated in the Scope of Services and Deliverable. Acceptance of final payment shall constitute a waiver of any and all claims against the Town by the Consultant.

SECTION 6. SURVIVAL OF PROVISIONS

6.1 Any terms or conditions of either this Agreement or any subsequent Project Agreement that require acts beyond the date of the term of either agreement, shall survive termination of the agreements, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

SECTION 7. TOWN’S RESPONSIBILITIES

7.1 Assist Consultant by placing at its disposal all available information as may be requested in writing by the Consultant and allow reasonable access to all pertinent information relating to the services to be performed by Consultant.

7.2 Furnish to Consultant, at the Consultant’s written request, all available maps, plans, existing studies, reports and other data pertinent to the services to be provided by Consultant, in possession of the Town.

7.3 Arrange for access to and make all provisions for Consultant to enter upon public property as required for Consultant to perform services.

SECTION 8. CODE OF ETHICS

8.1 The code of ethics of the Florida Engineering Society shall be incorporated in this Agreement by this reference.

8.2 Consultant warrants and represents that its employees shall abide by the Code of Ethics for Public Officers and Employees, Chapter 112, Florida Statutes, Miami-Dade County’s Code of Ethics and the Town’s Ethics Code.

SECTION 9. COMPLIANCE WITH LAWS; POLICY OF NON-DISCRIMINATION/WAGES; LICENSES AND PERMITS

9.1 The Consultant shall comply with all federal, state and Town and local laws and ordinances applicable to the services or work or payment for such work and shall not discriminate on the grounds of race, color, religion, sex, age, marital status, national origin, physical or mental disability in the performance of work under this Agreement.

9.2 If the Project is subject to federal and grant funding that requires specific wage and non-discrimination provisions, Consultant shall be required to comply with the same.

9.3 The Consultant shall at all times during the term of this Agreement and any Specific Project Agreement maintain in good standing all licenses, certifications and permits required under applicable federal, state and local laws and regulations for performance of the work or services.

SECTION 10. OWNERSHIP OF DOCUMENTS/DELIVERABLES

10.1 All finished or unfinished documents, including but not limited to, detailed reports, studies, plans, drawings, surveys, maps, models, photographs, specifications, digital files, and all other data prepared for the Town or furnished by the Consultant pursuant to any Project Agreement, shall become the property of the Town, whether the Project for which they are made is completed or not, and shall be delivered by Consultant to the Town within five (5) calendar days after receipt of written notice requesting delivery of said documents or digital files. The Consultant shall have the right to keep one record set of the documents upon completion of the Project, however, in no event shall the Consultant, without the Town’s prior written authorization, use, or permit to be used, any of the documents except for client or educational presentations or seminar use.

10.2 All subcontracts for the preparation of reports, studies, plans, drawings, specifications, digital files or other data, entered into by the Consultant for each Specific Project shall provide that all such documents and rights obtained by virtue of such contracts shall become the property of the Town.

10.3 All final plans and documents prepared by the Consultant shall bear the endorsement and seal of a person duly registered as a Professional Engineer, Architect, Landscape Architect, Professional Geologist, or Land Surveyor, as appropriate, in the State of Florida and date approved and/or sealed.

10.4 All deliverables should be provided in electronic format to the Town. Drawings should be provided in CADD and written documentation should be provided in Microsoft Word.

SECTION 11. PUBLIC RECORDS ACT COMPLIANCE

11.1 Consultant acknowledges Consultant agrees to keep and maintain public records in Consultant possession or control in connection with Consultant’s performance under this Agreement. Consultant additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Consultant shall 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 Agreement, and following completion of the Agreement until the records are transferred to the Town.

11.2 Upon request from the Town custodian of public records, Consultant shall provide the Town 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 by Chapter 119, Florida Statutes, or as otherwise provided by law.

11.3 Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the Town.

11.4 Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Consultant shall be delivered by the Consultant to the Town Manager, at no cost to the Town, within seven (7) days. All such records stored electronically by Consultant shall be delivered to the Town in a format that is compatible with the Town's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Consultant shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

11.5 Any compensation due to Consultant shall be withheld until all records are received as provided herein.

11.6 Consultant's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Town.

Section 119.0701(2)(a), Florida Statutes

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.

Custodian of Records:	SANDRA MCCREADY, MMC TOWN CLERK
Mailing Address:	9293 Harding Avenue, Surfside, FL 33154
Telephone Number:	(305) 861-4863
Email:	smccready@townofsurfside.gov

SECTION 12. NO CONTINGENT FEE

12.1 Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. In the event the Consultant violates this provision, the Town shall have the right to terminate this Agreement or any Project Agreement, without liability, and at its sole discretion, to deduct from the Contract Price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

SECTION 13. INDEPENDENT CONTRACTOR

13.1 The Consultant is an independent contractor under this Agreement and any Project Agreements. Personal services provided by the Consultant shall be by employees of the Consultant and subject to supervision by the Consultant, and not as officers, employees, or

agents of the Town, Personnel policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services or work rendered under this Agreement or any Project Agreements shall be those of the Consultant.

SECTION 14. ASSIGNMENT; AMENDMENTS

14.1 This Agreement shall not be assigned, transferred or otherwise encumbered, under any circumstances, by Consultant, without the prior written consent of the Town.

14.2 No modification, amendment or alteration in the terms or conditions of this Agreement shall be effective unless contained in a written document executed with the same formality as this Agreement.

SECTION 15. INDEMNIFICATION/HOLD HARMLESS

15.1 Pursuant to Section 725.08, Florida Statutes, the Consultant shall indemnify and hold harmless the Town and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees at all trial and appellate levels, to the extent such liabilities, damages, losses, and costs are caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant or any persons employed or utilized by the Consultant in the performance of this Agreement or any Project Agreement.

SECTION 16. INSURANCE

The Consultant shall secure and maintain throughout the duration of this Agreement and any Project Agreement, insurance of such type and in such amounts necessary to protect its interest and the interest of the Town against hazards or risks of loss as specified below. The underwriter of such insurance shall be qualified to do business in Florida and have agents upon whom service of process may be made in the State of Florida. The insurance coverage shall be primary insurance with respect to the Town, its officials, employees, agents and volunteers. Any insurance maintained by the Town shall be in excess of the Consultant's insurance and shall not contribute to the Consultant's insurance. The Town may from time to time review existing insurance coverages and limits and require CONSULANT to add coverages, increase limits or amend insurance policies. The insurance coverages shall include at a minimum:

16.1 **Worker's Compensation and Employer's Liability Insurance:** Coverage to apply for all employees for Statutory Limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000.00 each accident.

16.2 **Comprehensive Automobile and Vehicle Liability Insurance:** This insurance shall be written in comprehensive form and shall protect the Consultant and the Town against claims for injuries to members of the public and/or damages to property of others arising from the Consultant's use of motor vehicles or any other equipment and shall cover operation with

respect to onsite and offsite operations and insurance coverage shall extend to any motor vehicles or other equipment irrespective of whether the same is owned, non-owned, or hired. The limit of liability shall not be less than \$1,000,000.00 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsement, as filed by the Insurance Services Office.

16.3 **Commercial General Liability.** This insurance shall be written in comprehensive form and shall protect the Consultant and the Town against claims arising from injuries to members of the public or damage to property of others arising out of any act or omission to act of the Consultant or any of its agents, employees, or subcontractors. The limit of liability shall not be less than \$1,000,000.00 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability.

(a) Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include: (1) Premises and/or Operations; (2) Independent contractors and Products and/or completed Operations; (3) Broad Form Property Damage, Personal Injury and a Contractual Liability Endorsement, including any hold harmless and/or indemnification agreement.

(b) The Town is to be specifically included as an Additional Insured for the liability of the Town resulting from services or work performed by or on behalf of Consultant in performance of this or any Project Agreement. Consultant's insurance, including that applicable to the Town as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Town shall be in excess of and shall not contribute to Consultant's insurance. Consultant's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured in the same manner as if separate policies had been issued to each.

16.4 **Professional Liability:** The Consultant shall furnish professional liability errors and omissions insurance coverage in an amount not less than \$2,000,000.00 with a maximum deductible of \$25,000.00 per claim. The Consultant shall be responsible for maintaining this professional liability insurance for a minimum of five (5) years from the date of execution of each Project Agreement. Upon request of the Town, the Consultant shall make available for inspection copies of any claims filed or made against the policy during the policy term. The Consultant shall additionally notify the Town, in writing, within thirty (30) calendar days of any claims filed or made against this policy in excess of \$25,000.00 during the policy term.

16.5 **Certificate of Insurance:** Prior to the execution of this Agreement, Consultant shall provide the Town Manager with evidence of insurability from the Consultant's Insurance Carrier or a Certificate of Insurance. Prior to execution of any Project Agreement, the Consultant shall provide to the Town Manager, Certificates of Insurance evidencing the required insurance coverages. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and any Project Agreement and shall

state that such insurance is as required by this and any Project Agreement. The Town reserves the right to require the Consultant to provide a certified copy of such policies, upon written request by the Town. If a policy is due to expire prior to the completion of the services, renewal Certificates of Insurance or policies shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Town before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Town Manager.

16.6 All deductibles or self-insured retentions must be declared to and be approved by the Town Manager or his designee. The Consultant shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim. The Town Manager may require the Consultant, as a condition of execution of a particular Project Agreement, to provide a bond or other monetary consideration to cover the Consultant's deductible for Professional Liability Insurance.

SECTION 17. REPRESENTATIVE OF TOWN AND CONSULTANT

17.1 **Town Representative.** It is recognized that questions in the day-to-day conduct of this Agreement will arise. The Town designates the Town Manager or his designee, as the person to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed.

17.2 **Consultant's Representative.** Consultant shall inform the Town Representative, in writing, of the representative of the Consultant to whom all communications pertaining to the day-to-day conduct of this Agreement and Project Agreement shall be addressed.

SECTION 18. COST AND ATTORNEY'S FEES/WAIVER OF JURY TRIAL

18.1 If either the Town or Consultant is required to enforce the terms of this Agreement or any Project Agreement by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all costs, expenses, and attorney's fees, in any state or federal administrative, circuit court and appellate court proceedings.

18.2 In the event of any litigation arising out of this Agreement or any Project Agreement, each party hereby knowingly, irrevocably, voluntarily and intentionally waives its right to trial by jury.

SECTION 19. ALL PRIOR AGREEMENTS SUPERSEDED

19.1 This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained in this Agreement and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document.

Accordingly, it is agreed that no deviation from the terms of this Agreement shall be predicated upon any prior representations or agreements whether oral or written.

SECTION 20. CONSULTANT'S RESPONSIBILITIES

20.1 The Consultant and any and all drawings, plans, specifications, or other construction or contract documents prepared by the Consultant shall be accurate, coordinated and adequate for construction and shall comply with all applicable Town Codes, state and federal laws, rules and regulations.

20.2 The Consultant shall exercise the same degree of care, skill and diligence in the performance of the services for each Project Agreement as is ordinarily provided by a professional engineer, architect, landscape architect, surveyor or mapper under similar circumstances. If at any time during the term of any Project Agreement or the construction of the Project for which the Consultant has provided engineering or architectural services under a prior Project Agreement, it is determined that the Consultant's documents are incorrect, defective or fail to conform to the Scope of Services of the particular Project, upon written notification from the Town, the Consultant shall immediately proceed to correct the work, re-perform services which failed to satisfy the foregoing standard of care, and shall pay all costs and expenses associated with correcting said incorrect or defective work, including any additional testing, inspections, and construction and reimbursements to the Town for any other services and expenses made necessary thereby, save and except any costs and expenses which the Town would have otherwise paid absent the Consultant's error or omission. The Town's rights and remedies under this section are in addition to, and are cumulative of, any and all other rights and remedies provided by this Agreement, the Project Agreement, by law, equity or otherwise.

20.3 The Consultant's obligations under Paragraph 20.2 of this Agreement shall survive termination of this Agreement or any Project Agreement.

SECTION 21. SUBCONSULTANTS

21.1 In the event the Consultant requires the services of any Subconsultants or other professional associates in connection with services covered by any Project Agreement, the Consultant must secure the prior written approval of the Town Manager or his designee. The Consultant shall utilize his/her best efforts to utilize Subconsultants whose principal place of business is located within Miami-Dade County, Florida.

21.2 Any subcontract with a Subconsultant shall afford to the Consultant rights against the Subconsultant which correspond to those rights afforded to the Town against the Consultant herein, including but not limited to those rights of termination as set forth herein.

21.3 No reimbursement shall be made to the Consultant for any subconsultants that have not been previously approved by the Town for use by the Consultant.

SECTION 22. NOTICES

Whenever either party desires to give notice to the other, it must be given by hand delivery or written notice, sent by certified United States mail, with return receipt requested or a nationally recognized private mail delivery service, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

FOR CONSULTANT:

300 Engineering Group, P.A.
Attention: Franklin Torrealba, P.E.
3850 Bird Road, Suite 601
Miami, Florida 33146
Telephone: (305)763-9829; (305)602-4602

FOR TOWN:

Town of Surfside, Florida
Attention: Town Manager
9293 Harding Avenue
Surfside, Florida 33154
Telephone: (305) 861-4863

With a copy to:

Weiss Serota Helfman Cole & Bierman, P.L.,
Attention: Lillian M. Arango, Town Attorney
2525 Ponce De Leon Blvd., Suite 700
Coral Gables, Florida
Telephone: (305) 854-0800
Facsimile: (305) 854-2323

SECTION 23. TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Agreement by Consultant shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement or any Project Agreement are accurate, complete, and current at the time of contracting. Each Project Agreement's contract prices and any additions shall be adjusted to exclude any significant sums by which the Town determines the Project's contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such adjustments shall be made within one year following the end of each Project Agreement.

SECTION 24. CONSENT TO JURISDICTION

The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of relating to this Agreement or any Project Agreement. Venue of any action to enforce this Agreement or any Project Agreement shall be in Miami-Dade County, Florida.

SECTION 25. GOVERNING LAW

25.1 This Agreement and any Project Agreement shall be construed in accordance with and governed by the laws of the State of Florida.

25.2 The Consultant represents that it is not currently engaged in, and will not engage in, a boycott, as defined in Section 3-1.1 of the Town of Surfside Code of Ordinances.

SECTION 26. HEADINGS

Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.

SECTION 27. EXHIBITS

Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The Exhibits if not physically attached, should be treated as part of this Agreement, and are incorporated by reference.

SECTION 28. SEVERABILITY

If any provision of this Agreement or any Project Agreement or the application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

SECTION 29. COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute the same instrument.

SECTION 30. INCORPORATION OF TERMS AND CONDITONS OF CONTINUING SERVICE AGREEMENT INTO PROJECT AGREEMENTS.

30.1 Each Project Agreement shall incorporate the terms and conditions set forth in this Continuing Services Agreement between the parties as though fully set forth therein. In the

event that any terms or conditions of a Project Agreement conflict with this Continuing Services Agreement, the provisions of the specific Project Agreement shall prevail and apply.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK. SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, the parties execute this Agreement on the respective dates under each signature: The Town, signing by and through its Town Manager, attested to by its Town Clerk, duly authorized to execute same and by Consultant by and through its _____, whose representative has been duly authorized to execute same through a resolution of the corporation or partnership.

TOWN:

ATTEST:

TOWN OF SURFSIDE, FLORIDA, a
Florida Municipal Corporation

TOWN CLERK

By: _____
Andrew Hyatt, Town Manager

Date: _____

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

TOWN ATTORNEY

CONSULTANT:
300 Engineering Group, P.A., a Florida corporation

By: _____

Name: _____

Title: _____

Date: _____

WITNESSES:

Print Name: _____

Print Name: _____

EXHIBIT “A”

**PROJECT AGREEMENT
[Purchase Order]**

Between

TOWN OF SURFSIDE, FLORIDA

And

300 Engineering Group, P.A.

for

Purchase Order No. _____

[INSERT NAME OF PROJECT]

EXHIBIT "B"

CONSULTANT'S FEES / HOURLY BILLING RATES

Personnel	Hourly Rate (\$)
Management	
Principal	275.75
Senior Project Manager	243.69
Project Manager	194.00
Technical Experts	
QA/QC Technical Advisor	225.00
Engineering Services	
Senior Project Engineer	185.50
Project Engineer	165.50
Engineer	134.75
Assistant Engineer	113.00
Senior Hydraulic Modeler	250.00
Hydraulic Modeler	160.00
Senior Engineering Technician	115.00
Engineering Technician	75.00
CM / CEI Services	
Senior Construction Manager	200.00
Construction Manager	150.00
Construction Administrator	85.00
Senior Inspector	135.00
Inspector	85.00
O&M Services	
Senior System Operator	200.00
Assistant System Operator	105.00
Project Support	
Project Scheduler	175.00
Project Administrator	85.00
Project Assistant	75.00
Cost Estimator	175.00
Senior CADD Technician	115.00
CADD Technician	75.00
GIS Specialist	160.00
GIS Technician	75.00
CMOM / Compliance Specialist	165.00
Architecture	
Certified Arborist	130.00
Urban Designer	120.00
Senior Urban Designer	180.00
Planner	120.00
Senior Planner	180.00
Architect	120.00
Senior Architect	180.00
Landscape Architect	120.00
Senior Landscape Architect	220.00
Public Involvement Specialist	105.00

EXHIBIT “C”

PROFESSIONAL ENGINEERING SERVICES PROVIDED

Consultant is qualified to provide the professional engineering services marked below with an “X” for the Town’s Specific Projects.

	Professional Engineering Services Categories	Qualification
1	AERIAL / LAND PHOTOGRAPHY	
2	SURVEY, GIS, TOPOGRAPHY	X
3	ASBESTOS REMOVAL	
4	CHEMICAL ENGINEERING	
5	CIVIL ENGINEERING (GENERAL)	X
6	COMMUNICATIONS	
7	ELECTRICAL	
8	ARCHITECTURAL	
9	ENVIRONMENTAL	
10	MECHANICAL (ALL)	
11	SITE ASSESSMENT	
12	SOLID WASTE	
13	STORMWATER	X
14	STRUCTURAL	
15	TRANSPORTATION	
16	WATER AND SEWER (UTILITIES) (W&S)	X



MEMORANDUM

ITEM NO. 5C

To: Honorable Mayor, Vice-Mayor and Members of the Town Commission
From: Andrew Hyatt, Town Manager
Date: February 9th, 2021
Subject: Abbott Avenue Drainage Improvements Engineering Services Contract

At the April 28th, 2020 Special Commission Meeting, Town Administration was directed to prepare a report in order to determine if completed Calvin Giordano & Associates (CGA) work authorization No. 112 titled “Surfside Abbott Avenue Drainage Study – 90th Street to 96th Street” is sufficient scope and detail in order to proceed with creating a Request for Qualification (RFQ) for design phase of the project by another professional engineering firm to be selected.

CGA work authorization No. 112 which was authorized through Resolution No. 2018-2509 provided authorization to CGA to perform a drainage study for Abbott Avenue to assess the existing stormwater drainage system in the region of Abbott Ave from 90th street to 96th street and provide recommendations for improvements to resolve the periodic flooding. The basis for civil engineering services included the following:

- Identify drainage system deficiencies by
 - Drainage analysis which included ICPR modeling of various storm events
 - Modeling included existing system capacities at the analysis area
 - Modeling included proposed options in order to determine effectiveness of each proposed option
- Provide a Drainage study detailing findings of the analysis

The Town issued RFQ No. 2020-04 titled Engineering Services for Abbott Avenue Drainage – 90th Street to 96th Street in order to obtain a qualified firm to evaluate previously completed drainage report; evaluate and assess the Town’s existing stormwater system; and, prepare stormwater report as well as offer alternative improvement options. As a result, Keith and Associates was selected through the committee selection process – committee comprised of residents and Town Staff – in order to proceed with the engineering services. At the October 13, 2020 Town Commission meeting, Town Administration was authorized to negotiate a contract with Keith and Associates.

After extensive review of prior information and files, on January 11th, 2021, Keith and Associates provided professional services cost based on various objectives requested by the Town Commission. Each objective is respectively labeled as Task. The not to exceed cost structure per task are shown in **Table A – “Services Cost Breakdown”** below:

TASK	FEE
Task 1 - Evaluation of Previously Completed Drainage Report	\$9,000.00 (KEITH LUMP SUM)
Task 2 – Evaluation and Assessment of The Existing Stormwater System	\$12,720.00 (KEITH HOURLY NTE) \$12,700.00 (SHENANDOAH HOURLY NTE)
Task 3 – Prepare Stormwater Report and Offer (Additional) Improvement Options	\$28,800.00 (KEITH HOURLY NTE) \$8,000.00 (BRIZAGA HOURLY NTE)
TOTAL FEE	\$71,220.00
DIRECT EXPENSES	\$2,000.00
GRAND TOTAL	\$73,220.00

Town Administration is requesting authorization to contract with Keith and Associates for \$73,220.00 to review the previously completed Abbott Avenue Drainage Report, evaluate and assess the existing stormwater system, and prepare a report with improvement options.

Reviewed by: JG

Prepared by: HG

RESOLUTION NO. 2021-_____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AN AGREEMENT WITH KEITH & ASSOCIATES, INC. FOR ENGINEERING PROFESSIONAL SERVICES FOR THE ABBOTT AVENUE DRAINAGE IMPROVEMENTS PROJECT FROM 90TH STREET TO 96TH STREET; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION; AUTHORIZING THE EXPENDITURE OF FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on June 10, 2020, the Town of Surfside (the “Town”) issued Request for Qualifications No. 2020-04 (“RFQ”) for design and engineering professional services for the Abbott Avenue drainage improvements project from 90th Street to 96th Street (the “Services”); and

WHEREAS, in response to the RFQ, Keith & Associates, Inc. (“Contractor”) submitted a proposal for the Services, and on September 11, 2020, an Evaluation Committee appointed by the Town Manager, short listed firms and ranked the Contractor as the most qualified firm for the Services; and

WHEREAS, on October 13, 2020, the Town Commission adopted Resolution No. 2020-2729 selecting Contractor to provide the Services and authorizing the Town Manager to negotiate and execute an agreement with the Contractor; and

WHEREAS, the Town Manager has negotiated an agreement attached hereto as Exhibit “A” (“Agreement”) with the Contractor for the Services, which includes the Mandatory Services and may include additional Optional Services at the direction and approval of the Town; and

WHEREAS, the Agreement includes a scope of services and fee/compensation for the Services in the lump sum not to exceed amount of \$73,220.00; and

WHEREAS, the Town Commission wishes to approve the Agreement, in substantially the form attached hereto as Exhibit “A”, and authorize the expenditure of such funds; and

WHEREAS, the Town Commission finds that this Resolution is in the best interest and welfare of the Town and its residents.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:

Section 1. Recitals. Each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

Section 2. Approval of Agreement. The Agreement with the Contractor, in substantially the form attached hereto as Exhibit “A”, is hereby approved in the amount of \$73,220.00, and the expenditure of funds pursuant to the Agreement is approved.

Section 3. Authorization. The Town Manager is hereby authorized to execute the Agreement attached hereto as Exhibit “A” with the Contractor for the Services, subject to final approval by the Town Manager and Town Attorney as to form, content, and legal sufficiency.

Section 4. Implementation. The Town Manager and Town Officials are authorized to take any and all necessary action to implement the Agreement and the purposes of this Resolution.

Section 5. Effective Date. This Resolution shall be effective immediately upon adoption.

PASSED AND ADOPTED this 9th day of February, 2021.

Motion By: _____

Second By: _____

FINAL VOTE ON ADOPTION:

Commissioner Charles Kesl _____

Commissioner Eliana R. Salzhauer _____

Commissioner Nelly Velasquez _____

Vice Mayor Tina Paul _____

Mayor Charles W. Burkett _____

Charles W. Burkett, Mayor

ATTEST:

Sandra McCready, MMC
Town Clerk

**APPROVED AS TO FORM AND LEGALITY FOR THE USE
AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:**

Weiss Serota Helfman Cole & Bierman, P.L.
Town Attorney

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF SURFSIDE
AND
KEITH & ASSOCIATES, INC.**

THIS AGREEMENT (this “Agreement”) is made effective as of the _____ day of _____, 2021 (the “Effective Date”), by and between the **TOWN OF SURFSIDE**, a Florida municipal corporation, (hereinafter the “Town”), and **KEITH & ASSOCIATES, INC.**, a Florida corporation (hereinafter the “Contractor”).

WHEREAS, on June 10, 2020, the Town issued Request for Qualifications No. 2020-04 (the “RFQ”) for design and engineering professional services for the Abbott Avenue drainage improvements project from 90th Street to 96th Street (the “Services,” as further defined below), which RFQ is incorporated herein by reference; and

WHEREAS, in response to the RFQ, the Contractor submitted a proposal for the Services, which is incorporated herein by reference; and

WHEREAS, on September 11, 2020, an Evaluation Committee appointed by the Town Manager short listed firms and ranked Contractor as the most qualified firm for the Services; and
and

WHEREAS, on October 13, 2020, the Town Commission adopted Resolution No. 2020-2729 selecting Contractor to provide the Services and authorizing the Town Manager to negotiate and execute an agreement with Contractor; and

WHEREAS, the Contractor will perform engineering professional services for the study and design of Abbott Avenue drainage improvements for the Town from 90th Street to 96th Street (the “Mandatory Services”), and may provide additional Optional Services upon the direction and approval of the Town, as further described on the Scope of Services attached hereto as Exhibit “A” (the “Services”); and

WHEREAS, the Contractor and the Town, through mutual negotiation, have agreed upon a scope of services and compensation for the Services (Mandatory Services) as detailed in Exhibit “A-1” (Consultant’s Detail Scope of Services and Fees) attached hereto, and a rate schedule as set forth in Exhibit “B” (the “Rate Schedule”) in connection with the Services; and

WHEREAS, the Town desires to engage the Contractor to perform the Services and provide the deliverables as specified below.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Contractor and the Town agree as follows:

1. Scope of Services.

- 1.1. The Contractor shall furnish the Services and provide deliverables for the project (“Project”), as requested by the Town and detailed in the Scope of Services attached hereto as Exhibit “A”, which shall include the “Mandatory Services” detailed therein in Exhibit “A-1” (Consultant’s Detail Scope of Services and Fees), and may include additional “Optional Services” to be provided at the direction and subject to approval of the Town as to the final scope of services and fees for the “Optional Services.” The “Mandatory Services” and “Optional Services” are hereinafter collectively referred to as the “Services.”
- 1.2. Prior to the commencement of additional work on the Project or “Optional Services”, the Contractor will provide the Town with a fixed lump sum cost for the “Optional Services” set forth in the Scope of Services calculated using the rates set forth on the Rate Schedule attached hereto as Exhibit “B.”
- 1.3. If the Town approves the fixed lump sum cost for the “Optional Services”, the Town will provide the Contractor with a Notice to Proceed to perform the “Optional Services” set forth in the Scope of Services attached hereto as Exhibit “A.” Contractor acknowledges that it shall not undertake to perform any “Optional Services” until it has received from the Town the Notice to Proceed on such “Optional Services.”
- 1.4. Contractor shall furnish all reports, documents, and information obtained pursuant to this Agreement, and recommendations during the term of this Agreement (hereinafter “Deliverables”) to the Town.
- 1.5. The Contractor shall abide by the terms and requirements of the RFQ, as though fully set forth herein.

2. Term/Commencement Date.

- 2.1. This Agreement shall become effective upon the Effective Date and shall remain in effect for three (3) years thereafter, unless earlier terminated in accordance with Paragraph 8, or terminate upon final completion and acceptance of the Services and “Optional Services”, if any. Additionally, the Town Manager may extend or renew this Agreement for up to two (2) additional one (1) year periods on the same terms as set forth herein upon written notice to the Contractor.
- 2.2. Contractor agrees that time is of the essence and Contractor shall complete the Services within the timeframes set forth in the Scope of Work and the Notice to Proceed for the Project in the manner provided in this Agreement, unless extended by the Town Manager.

3. Compensation and Payment.

- 3.1. Compensation for the Services (Mandatory Services) provided by Contractor shall be in accordance with the approved fixed lump sum, not to exceed amount of \$73,220.00, set forth in Exhibit “A-1” (Consultant’s Detail Scope of Services and Fees), which is based on the Rate Schedule and an estimate of time necessary to complete the Services. Compensation

for additional or “Optional Services” shall be established pursuant to the Rate Schedule attached hereto as Exhibit “B” and approved by the Town.

3.2. During the Project, Contractor shall deliver an invoice to Town no more often than once per month detailing Services completed and the amount due to Contractor under the Scope of Services for the Project. Fees shall be paid in arrears each month, pursuant to Contractor’s invoice, which shall be based upon the percentage of work completed for the Project. The Town shall pay the Contractor in accordance with the Florida Prompt Payment Act after approval and acceptance of the Services by the Town Manager.

4. **Subcontractors.**

4.1. The Contractor shall be responsible for all payments to any subcontractors and shall maintain responsibility for all work related to the Services and/or any Project.

4.2. Contractor may only utilize the services of a particular subcontractor with the prior written approval of the Town Manager, which approval shall be granted or withheld in the Town Manager’s sole and absolute discretion.

5. **Town’s Responsibilities.**

5.1. Town shall make available any maps, plans, existing studies, reports, staff and representatives, and other data pertinent to the Services and in possession of the Town, and provide criteria requested by Contractor to assist Contractor in performing the Services.

5.2. Upon Contractor’s request, Town shall reasonably cooperate in arranging access to public information that may be required for Contractor to perform the Services.

6. **Contractor’s Responsibilities; Representations and Warranties.**

6.1. The Contractor shall exercise the same degree of care, skill and diligence in the performance of the Services for each Project as is ordinarily provided by a contractor under similar circumstances in similar localities (“Standard of Care”). If at any time during the term of this Agreement or within two (2) years from the completion of this Agreement, it is determined that the Contractor’s Deliverables or Services are incorrect, not properly rendered, defective, or fail to conform to Town requests, the Contractor shall at Contractor’s sole expense, immediately correct its Deliverables or Services.

6.2. The Contractor 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 applicable to and necessary to perform the Services for Town as an independent contractor of the Town. Contractor further warrants and represents that it has the required knowledge, expertise, and experience to perform the Services and carry out its obligations under this Agreement in a professional manner consistent with the Standard of Care.

6.3. The Contractor represents that is an entity validly existing and in good standing under the laws of Florida. The execution, delivery and performance of this Agreement by Contractor have been duly authorized, and this Agreement is binding on Contractor and enforceable against Contractor in accordance with its terms. No consent of any other person or entity to such execution, delivery and performance is required.

7. Conflict of Interest.

7.1. To avoid any conflict of interest or any appearance thereof, Contractor shall not, for the term of this Agreement, provide any consulting services to any private sector entities (developers, corporations, real estate investors, etc.), with any adversarial issues against the Town.

8. Termination.

8.1. The Town Manager, without cause, may terminate this Agreement upon five (5) calendar days written notice to the Contractor, or immediately with cause.

8.2. Upon receipt of the Town's written notice of termination, Contractor shall immediately stop work on the project unless directed otherwise by the Town Manager.

8.3. In the event of termination by the Town, the Contractor shall be paid for all work accepted by the Town Manager up to the date of termination, provided that the Contractor has first complied with the provisions of Paragraph 8.4.

8.4. The Contractor shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Services and the project to the Town, in a hard copy and electronic format within fourteen (14) days from the date of the written notice of termination or the date of expiration of this Agreement.

9. Insurance.

9.1. Contractor shall secure and maintain throughout the duration of this agreement insurance of such types and in such amounts specified below as satisfactory to Town, including the Town as an Additional Insured on the policies required below except Professional Liability and Worker's Compensation/Employer's Liability, underwritten by a firm rated A-X or better by A.M. Best at the time of execution of this Agreement, and qualified to do business in the State of Florida. The insurance coverage affording additional insured status shall be primary insurance with respect to the Town, its officials, employees, and agents. Any insurance maintained by the Town shall be in excess of the Contractor's insurance and shall not contribute to the Contractor's insurance which affords additional insured status. The insurance coverages shall include the amounts set forth in this section and may be increased by the Town as it deems necessary or prudent, with the prior written approval of Contractor.

9.1.1. Commercial General Liability coverage with limits of liability of \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability

coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of \$2,000,000 each.

9.1.2. Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability of \$1,000,000.00 each accident. No employee, subcontractor or agent of the Contractor shall be allowed to provide Services pursuant to this Agreement who is not covered by Worker's Compensation insurance.

9.1.3. Business Automobile Liability of \$1,000,000 per occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.

9.1.4. Professional Liability Insurance in an amount of Two Million Dollars (\$2,000,000.00) per claim and in the aggregate.

9.2. Certificate of Insurance. Certificates of Insurance shall be provided to the Town, reflecting the Town as an Additional Insured (except with respect to Professional Liability Insurance and Worker's Compensation/Employer's Liability Insurance), no later than ten (10) days after award of this Agreement and prior to the execution of this Agreement by Town and prior to commencing Services. Each certificate shall evidence that no less than (30) thirty-day advance written notice (10-days' in the event of cancellation due to non-payment of premium) will be provided to Town prior to cancellation of said policies of insurance. The Contractor shall be responsible for assuring that the insurance required by this Section remain in full force and effect for the duration of this Agreement, including any extensions or renewals that may be granted by the Town. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and shall state that such insurance is as required by this Agreement. The Town reserves the right to inspect and return a certified copy of such policies, upon written request by the Town. If a policy is due to expire prior to the completion of the Services, renewal Certificates of Insurance shall be furnished prior to the date of their policy expiration. Acceptance of the Certificate(s) is subject to approval of the Town.

9.3. Additional Insured. Except with respect to Professional Liability Insurance and Worker's Compensation/Employer's Liability Insurance, the Town is to be included as an Additional Insured for the liability of the Town resulting from Services performed by or on behalf of the Contractor in performance of this Agreement. The Contractor's insurance applicable to the Town as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Town shall be in excess of and shall not contribute to the Contractor's insurance. The Contractor's insurance affording additional insured status shall contain a severability of interest provision providing that, except with respect to the

total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.

9.4. Waiver of Subrogation. The Contractor's insurance policies shall include a blanket waiver of subrogation endorsement in favor of the Town.

9.5. Deductibles. All deductibles or self-insured retentions must be declared to and be reasonably approved by the Town. The Contractor shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.

9.6. The provisions of this section shall survive termination of this Agreement.

10. Nondiscrimination. During the term of this Agreement, Contractor shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and to abide by all Federal and State laws regarding nondiscrimination.

11. Attorneys Fees and Waiver of Jury Trial.

11.1. In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

11.2. IN THE EVENT OF ANY LITIGATION ARISING OUT OF THIS AGREEMENT, EACH PARTY HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY.

12. Indemnification.

12.1. Contractor shall indemnify and hold harmless the Town, and 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 intentionally wrongful conduct of Contractor and other persons employed or utilized by the Contractor in the performance of this Agreement.

12.2. Contractor shall reimburse the Town for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising from Contractor's performance or non-performance of this Agreement.

12.3. Nothing herein is intended to serve as a waiver of sovereign immunity by the Town nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. The Town is subject to section 768.28, Florida Statutes, as may be amended from time to time.

12.4. The provisions of this section shall survive termination of this Agreement.

13. Notices/Authorized Representatives. Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the addresses listed on the signature page of this Agreement or such other address as the party may have designated by proper notice.

14. Governing Law and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any proceedings arising out of this Agreement shall be proper exclusively in Miami-Dade County, Florida.

15. Entire Agreement/Modification/Amendment.

15.1. This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

15.2. No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

16. Ownership and Access to Records and Audits.

16.1. Contractor acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, compiled information, and all similar or related information (whether patentable or not) which relate to Services to the Town which are conceived, developed or made by Contractor during the term of this Agreement (“Work Product”) belong to the Town. Contractor shall promptly disclose such Work Product to the Town and perform all actions reasonably requested by the Town (whether during or after the term of this Agreement) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).

16.2. Contractor agrees to keep and maintain public records in Contractor’s possession or control in connection with Contractor’s performance under this Agreement. The Town Manager or her designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any records of the Contractor involving transactions related to this Agreement. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Contractor shall 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 Agreement, and following completion of the Agreement until the records are transferred to the Town.

16.3. Upon request from the Town’s custodian of public records, Contractor shall provide the Town 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 by Chapter 119, Florida Statutes, or as otherwise provided by law.

- 16.4. Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the Town.
- 16.5. Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Contractor shall be delivered by the Contractor to the Town Manager, at no cost to the Town, within seven (7) days. All such records stored electronically by Contractor shall be delivered to the Town in a format that is compatible with the Town's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- 16.6. Any compensation due to Contractor shall be withheld until all records are received as provided herein.
- 16.7. Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Town.
- 16.8. **Notice Pursuant to Section 119.0701(2)(a), Florida Statutes. 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.**

Custodian of Records: Sandra McCready, MMC
Mailing address: 9293 Harding Avenue
Surfside, FL 33154
Telephone number: 305-861-4863
Email: smccready@townofsurfsidefl.gov

17. **Nonassignability.** This Agreement shall not be assignable by Contractor unless such assignment is first approved by the Town Manager. The Town is relying upon the apparent qualifications and expertise of the Contractor, and such firm's familiarity with the Town's area, circumstances and desires.
18. **Severability.** If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.
19. **Independent Contractor.** The Contractor and its employees, volunteers and agents shall be and remain an independent contractor and not an agent or employee of the Town with respect

to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

- 20. Compliance with Laws.** The Contractor shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in carrying out Services under this Agreement, and in particular shall obtain all required permits from all jurisdictional agencies to perform the Services under this Agreement at its own expense.
- 21. Waiver.** The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.
- 22. Survival of Provisions.** Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.
- 23. Prohibition of Contingency Fees.** The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, 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 Contractor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.
- 24. Public Entity Crimes Affidavit.** Contractor shall comply with Section 287.133, Florida Statutes (Public Entity Crimes Statute), notification of which is hereby incorporated herein by reference, including execution of any required affidavit.
- 25. Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.
- 26. Conflicts.** In the event of a conflict between the terms of this Agreement and any exhibits or attachments hereto, the terms of this Agreement shall control.
- 27. Boycotts.** The Contractor represents that it is not currently engaged in, and will not engage in, a boycott, as defined in Section 3-1.1 of the Town of Surfside Code of Ordinances.

[Remainder of page intentionally left blank. Signature pages follow.]

**EXHIBIT “A”
SCOPE OF SERVICES**

Mandatory Services

The Contractor must provide the following services and tasks:

- a. Review options proposed in a previously completed drainage report prepared by Calvin Giordano & Associates;
- b. Evaluate and assess the existing stormwater drainage conditions for Abbott Avenue from 90th Street to 96th Street;
- c. Prepare a report and offer options for improvements to resolve issues with reported ponding and setting water;
 - i. Each option should include an Engineer’s estimate for the construction of the improvements, including a breakdown of the direct and indirect costs.
 - ii. As part of the process of developing a report, the Contractor shall provide updates at multiple staff meetings and Commission Meetings, as requested. Updates shall include the receipt of feedback and adjustments as directed, presentations to both Staff and Commission, and attendance/preparation for follow up meetings and presentations at both Staff and Commission Meetings.
 - iii. Contractor understands that it must provide a revised proposed solution in line with Commission and Staff feedback if the Town Commission modifies or rejects the proposed solution in any way. This process may continue until the project is accepted or canceled.

Optional Services

At the Town’s discretion, the Contractor may be requested to provide any or all of the following additional services:

- a. Collection, review, and confirmation of all as-builts required to complete the scope of work in its entirety;
- b. Creation of all plans, specifications and other design documents, ensuring that all are in accordance with all local, county, state and federal laws, regulations and rules;
 - i. All plans, specifications and other design documents must be submitted to the Town for review and feedback at 30%/60%/90% and final bid documents.
- c. Preparation, coordination, management and all work associated with permitting;
- d. Completion of all survey work required to complete the entirety of the scope of services;

EXHIBIT “A”
SCOPE OF SERVICES

- e. Any and all geotechnical engineering as required by any design or permitting requirements, including, but not limited to any information required to design and set structures, pipe, drainage wells or any other required appurtenances;
- f. Preparation and management of a Request for Proposals (RFP) for the construction for the selected option/solution;
- g. Post-design services as needed;
- h. Assistance with any grant application that may be applicable to the project; and
- i. Project, bidding, permitting and construction management services, including project closeout.
- j. Construction engineering and inspection (CEI) services

EXHIBIT “A-1”
CONSULTANT’S DETAIL SCOPE OF SERVICES AND FEES

The CONSULTANT (KEITH) shall provide engineering services in order to offer solutions to resolve the regular flooding issues along Abbott Avenue.

At this time the Optional Services outlined by the Town above are excluded from this contract:

1. Although some field inspections and (if necessary) survey/SUE crew site visits will be performed as part of this agreement it is anticipated that a formal Survey will be prepared as part of the future construction document preparation and/or implementation which is not part of this agreement at this time.
2. Geotechnical Engineering and Soil Testing services.
3. Preparation of Construction Documents (30%/60%/90% and/or final bid documents).
4. Permit processing.
5. Bid Assistance.
6. Grant Application Assistance.
7. Construction Management and/or Construction Engineering and Inspection (CEI) services.

Task 1 Evaluation of Previously Completed Drainage Report:

Report Evaluation:

- a) Coordination with Town to understand existing infrastructure and determine areas of concern within the Town, the CONSULTANT team will need to meet with Town staff including public works, finance, and other departments. Up to two (2) virtual meetings with Town and other stakeholders are included.
- b) The CONSULTANT shall review the previously completed Drainage Report and Options prepared by Calvin Giordano & Associates. In order to accomplish this the Town shall assist the CONSULTANT by providing the following items in order to expedite the completion of the evaluation in an efficient manner:
 1. Calvin’s digital files of their ICPR Models for their analysis for Abbott Avenue.
 2. Town’s available As-builts for the existing stormwater management system (identifying inlets, inverts, pipe sizes/materials).
 3. Town’s available As-builts for the existing stormwater pump station(s).
 4. Town’s available information on the existing drainage wells.
 5. Town mark-up on the location of the Tideflex check valves installed throughout the Town. Feel free to mark-up the attached plan by Calvin.
 6. Existing Town’s Geographic Information System (GIS) database map, which should include pipe locations and sizes, inlet locations, control structure locations and sizes, and other information for the drainage system.
 7. Town’s NPDES MS4 permit and annual reports.
 8. Town’s available historical resident complaints and back-up documents.
 9. Current Town’s budget documents and available budget for implementation of recommended improvements.

- c) Prepare detailed evaluation of the previously completed Drainage Report and Options prepared by Calvin Giordano & Associates.

Report Analysis and Conclusions:

- d) Analyze and outline our findings and conclusions determining if the improvement options identified in the previously completed report are the best and most cost-effective for Abbott Avenue.

The options provided in this previous report have an estimated cost ranging from approximately \$1,000,000 to \$5,000,000 and do not provide the required Level of Service (LOS) the Town is seeking which consists of:

1. 5 year - 1 day (7 inches) for the crown of roadway?
2. Spread not exceeding half the lane for the 4-inch/hr intensity rainfall.
3. The hydraulic grade line (HGL) does not exceed any grate elevations for the 3 year - 1 hour (3.2 inches).

- e) Develop a draft Evaluation of the Previously Completed Drainage Report section as a Technical Memorandum.

Task 2 Evaluation and Assessment of the Existing Stormwater System:

Data Collection:

- a) Perform necessary records and limited field investigation to complete critical missing connections pipes or sizes. Field inspectors and (if necessary) survey/SUE crews will be sent to collect missing critical data to ensure the stormwater models can be completed accurately. The field investigation under this task is not a formal Survey. It is anticipated that a formal Survey will be prepared as part of the future construction document preparation and/or implementation which is not part of this task.
- b) Based on the limited field investigation described above it may be required that certain key pipe segments be video inspected and/or cleaned. If required KEITH will provide these services through Shenandoah Construction (video inspection subcontractor) as a reimbursable service. This work will be completed in accordance with Shenandoah's Rate Schedule included on Exhibit B.
- c) Research of existing data, permits, policies, regulations available including the Town of Surfside, Miami-Dade County, National Resources Conservation Service (NRCS), U.S. Army Corps of Engineers (USACE), National Oceanic and Atmospheric Administration (NOAA), United States Geological Survey (USGS), FEMA (inclusive of proposed changes), SFWMD, Florida Department of Environmental Protection (FDEP) and Florida Department of Transportation (FDOT).

Topographic Assessment:

- d) Assess overall topography, soil characteristics, flow patterns and delineate primary watersheds, sub basins and detention/ retention areas.
- e) Gather and evaluate available existing mapping, studies, models, reports, Light Detection and Ranging (LiDAR) information and other stormwater related data as required, including SFWMD design event rainfall, NRCS soils, existing water level

gages, existing operational schedules for structures and water levels in canals, National Wetland Inventory, land use and future land use, wells, and Best Management Practices (BMPs). LiDAR information will be utilized to create a Digital Evaluation Model (DEM) which will be used for modeling under Task 2. The DEM will be provided to the Town for future use.

Develop an Updated Existing Conditions Stormwater Model:

- f) Develop an updated “Existing Conditions Stormwater Model”.
- g) CONSULTANT will attend up to five (5) meetings with jurisdictional agencies (one (1) with each agency) to coordinate the master plan development in accordance with their latest regulations and on- going studies.
- h) Develop a draft Evaluation and Assessment of the Existing Stormwater System Report section as a Technical Memorandum

Task 3 Prepare a Stormwater Report and Offer (Additional) Improvement Options

- a) Use the updated existing conditions Stormwater model (prepared under Task 2) to develop a stormwater model for analysis of system capacity needs for existing and future development and expansion. This model shall be validated to reflect existing conditions and project future conditions. The model shall be evaluated to achieve the Town’s required Level of Service (LOS) as identified on Task 1 and/or as recommended by the jurisdictional agencies.
- b) The model shall consist of a basin by basin analysis of the existing and proposed stormwater systems, and how they react to different boundary conditions, including future projected climatological conditions based on NOAA Atlas and historical flood events to analyze and recommend improvement alternatives related to the system capacity and level of service.
- c) Identify and prioritize stormwater problem areas and the development of effective Best Management Practice alternatives needed to handle water quality/quantity problems as well as stormwater system capacity issues. The model will be focused on these problem areas.
- d) Review the Town’s land development codes, ordinances, comprehensive plan and policies on stormwater management design requirements, building reviews and inspections. Review the Town’s, National Pollutant Discharge Elimination System, NPDES MS4 Permit and program elements. Recommendations for changes or modifications shall be developed for consideration for stormwater projects/programs and include sustainable design standards/ approach where feasible.
- e) Provide a two-pronged approach to offer long-term and short-term (more immediate) implementation recommendation solutions. Each recommendation will include a detailed Engineer’s Opinion of Probable cost.
- f) Provide recommendations for maintenance and safety procedures, where applicable.
- g) Evaluate and provide recommendations of potential funding options including grants, loans, and/or public-private partnerships to fund future Capital Improvement Projects (CIP).

- h) Attend up to two (2) Town of Surfside Commission meetings / public workshops and prepare presentation for review and approval of the suggested options.
- i) Attend up to two (2) Public Outreach Meetings and prepare presentation/ meeting in order to obtain community input/ feedback on existing and proposed stormwater improvements in the Town of Surfside. It is anticipated the same presentation will be used at both Outreach Meetings. Encourage public dialogue to understand the community's vulnerabilities, capacities, and needs. Educate the public on flood defense, prevention, risk mitigation, and recovery measures.
- j) KEITH will provide Public Outreach and workshop meetings, with assistance from our sub-consultant Brizaga (Resiliency and Sea Level Rise Subconsultant). This work will be completed in accordance with Brizaga's Rate Schedule included on Exhibit B.

TOWN's Responsibility

The Town shall assist CONSULTANT with the following items in order to expedite the completion of the project in an effective manner.

- A. Designate a representative(s) who shall have the authority to transmit instruction, receive information and enunciate policies and decisions.
- B. Provide access to and obtain permission for CONSULTANT to enter upon public lands as required at no additional cost to perform surveys, observations, or other necessary services under this Agreement.
- C. Provide available data as requested in Task 1.
- D. Make available to CONSULTANT all of its existing information which may in any way be pertinent to the project.
- E. Town designee will attend meetings with regulatory agencies.
- F. Review draft deliverables documents and provide comments in a timely manner.
- G. Town designee will meet with CONSULTANT to discuss stormwater management activities accomplished by the Town and future needs for the program.
- J. Town designee will review draft presentation(s) prior to its presentation to the Town Commission and/or to the public.
- K. Town designee will attend Town Commission and public meetings.

Compensation

Compensation for the work described in this Work Authorization, shall be as outlined in the table below. CONSULTANT will submit monthly invoices based on the percentage of work completed in accordance with the terms and conditions of the Agreement for Professional Services between the Town of Surfside and KEITH. For invoice purposes only, the value of each task is as shown in Table 1.

Table 1 Budget Estimate of Engineering Services

TASK	FEE
Task 1 - Evaluation of Previously Completed Drainage Report	\$9,000.00 (KEITH LUMP SUM)
Task 2 – Evaluation and Assessment of The Existing Stormwater System	\$12,720.00 (KEITH HOURLY NTE) \$12,700.00 (SHENANDOAH HOURLY NTE)
Task 3 – Prepare Stormwater Report and Offer (Additional) Improvement Options	\$28,800.00 (KEITH HOURLY NTE) \$8,000.00 (BRIZAGA HOURLY NTE)
TOTAL FEE	\$71,220.00
DIRECT EXPENSES	\$2,000.00
GRAND TOTAL	\$73,220.00

**EXHIBIT "B"
RATE SCHEDULE**

The Rate Schedule for Services performed pursuant to this Agreement are as follows:



EXHIBIT A PROFESSIONAL SERVICE FEE SCHEDULE	
	Hourly Rate
Project Executive	\$350.00
Expert Witness	\$500.00
Government Liaison	\$400.00
Senior Project Manager	\$225.00
Project Manager III	\$175.00
Project Manager II	\$140.00
Project Manager I	\$120.00
Assistant Project Manager	\$100.00
Senior Traffic Engineer	\$175.00
Traffic Engineer	\$125.00
Engineer III	\$110.00
Engineer II	\$100.00
Engineer I	\$90.00
Senior Construction Manager	\$180.00
Construction Manager	\$150.00
Engineering Inspector III	\$125.00
Engineering Inspector II	\$100.00
Engineering Inspector I	\$90.00
Chief Surveyor	\$175.00
Senior Surveyor & Mapper	\$150.00
Project Surveyor II	\$125.00
Project Surveyor I	\$110.00
Technician III	\$100.00
Technician II	\$90.00
Technician I	\$80.00
Senior Planner	\$140.00
Planner II	\$120.00
Planner I	\$100.00
Senior Landscape Architect	\$150.00
Landscape Architect	\$135.00
Arborist	\$140.00
Landscape Designer III	\$125.00
Landscape Designer II	\$100.00
Landscape Designer I	\$90.00
Chief Utility Coordinator	\$160.00
Senior Utility Coordinator	\$140.00
Utility Coordinator	\$100.00
Subsurface Utility Location Manager	\$140.00
Subsurface Utility Field Supervisor	\$90.00
Utility Designating/GPR	\$200.00
Survey Crew IV	\$160.00
Survey Crew III	\$130.00
Survey Crew II	\$110.00
Survey Crew I	\$90.00
Survey Static Laser Scanning	\$250.00
Survey Terrestrial Mobile LiDAR	Per Project
Survey Drone Photos	\$200.00
Impervious Coring >8"	\$150.00/Each
Vacuum Excavation Test Hole (Pervious Surface)	\$350.00/Each
Vacuum Excavation Test Hole (Impervious Surface)	\$450.00/Each
Administrative Assistant II	\$80.00
Administrative Assistant I	\$60.00

Effective 01/01/2021

Corporate Office 301 E Atlantic Blvd Pompano Beach FL 33060 954.788.3400	Miami-Dade County 5805 Blue Lagoon Drive Suite 218 Miami, FL 33126 305.667.5474	Broward County 2312 S Andrews Ave Fort Lauderdale FL 33316 954.788.3400	Palm Beach County 701 Northpoint Parkway Suite 218 West Palm Beach, FL 33407 561.469.0992	Orange County 2948 E Livingston Street Suite 100 Orlando, FL 32803 954.788.3400
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EXHIBIT "B" RATE SCHEDULE



1888 NW 22nd Street
(954) 975-0098

Pipe Inspection & Restoration Specialist

Pompano Beach, FL, 33069
shenandoahus.com

DATE: January 08, 2021
SUBMITTED TO: Keith and Associates
STREET: 2160 NW 82nd Avenue
CITY, STATE & ZIP: Doral, FL 33122
PHONE: (305) 667-5474
FAX:
EMAIL: mcastano@keithteam.com
JOB NAME: Town of Surfside Abbott
ATTENTION: Mark Castano

PROPOSAL #P20244

We propose to furnish a crew and all necessary equipment to at the above mentioned job location. This work will be performed at our following hourly and/or unit prices:

Clean and Televis 0-12" Storm Lines	(at \$4.00 Per L.F.)	500 L.F.	\$2,000.00
Clean and Televis 13-24" Storm Lines	(at \$7.50 Per L.F.)	500 L.F.	\$3,750.00
Dive Crew (Half Day)	(at \$2,500.00 Lump Sum)	1 Lump Sum	\$2,500.00
Dive Crew (Full Day)	(at \$3,500.00 Lump Sum)	1 Lump Sum	\$3,500.00
MOT Set up Monitor and Breakdown (If Needed)	(at \$950.00 Per Day)	1 day(s)	\$950.00
Minimum Call Out (If less than \$1,500.00)	(at \$1,500.00 Each)	0 Each	\$0.00
Estimated Total:			\$12,700.00

Lines cannot be televised if system cannot be pumped down due to a high tide or water table. This proposal was done sight unseen and is priced considering normal storm drain conditions. Plugging and pumping is included in the per foot pricing Minimum call out is to equal \$1,500 or \$1,500 will be billed if less.

NOTE: One way travel time for all hourly vehicles listed above. Three hour minimum. This proposal includes removal of all loose debris from the structures and pipes (excluding hazardous waste), if non-hazardous contaminated liquids or soils are encountered, such as oil, gas, fuel, hydraulic oil, etc., the customer will be required to have the material analyzed, by an approved lab, then approved by a disposal facility, prior to Shenandoah transporting and disposing of the material, additional cost for specialty hauling and disposal will be applied to the invoice, along with documented receipt. However, we are not responsible for problems occurring during or after cleaning due to pre-existing condition, original installation or design.

This proposal may be withdrawn if not accepted within 30 days. Payment terms net 30 days.
(If we encounter an Insurance compliance fee requirement, this fee will be invoiced in addition to the above rates.)

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Price above is only an estimate of foreseen conditions. Unforeseen conditions can affect the amount of time to complete the work, therefore increasing or decreasing estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Unless noted above engineering, permits, testing and bonds are not included in the pricing. Owner is to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance. Parties to this proposal/contract expressly waive all tort claims against each other and limit their remedies to breach of contract.

**EXHIBIT “B”
RATE SCHEDULE**



**BRIZAGA, INC.
2021 RATE SCHEDULE**

TITLE	HOURLY RATE
Principal	\$ 250.00
Director	\$ 220.00
Project Manager & Senior Scientist	\$ 180.00
Project Engineer & Outreach Director	\$ 150.00
Staff Scientist, Outreach Coordinator & Junior Engineer	\$ 120.00
CADD/Designer	\$ 100.00
Administrative Assistant & Outreach Associate	\$ 60.00

Reimbursable Expenses

Professional supplies and standard expenses required for this project will be billed at cost plus five percent (5%). Professional supplies and standard expenses include plots, mail and courier delivery services and related local travel expenses. Charges above and beyond standard expenses noted will be invoiced at cost plus ten percent (10%). These include permit fees and all third-party expenses billed through ~~Brizaga~~ Brizaga, Inc. for administration and financial responsibility.

Rates are subject to change at one-year intervals from date of contract execution.



**Town of Surfside
Town Commission Meeting
November 12, 2020
7:00 pm**

Town Hall Commission Chambers - 9293 Harding Avenue, 2nd Floor
Surfside, FL 33154

Date: 10-5-2020
Prepared by: Commissioner Eliana Salzhauer
Subject: Discussion and Action Regarding Newly Implemented “Town Blog”, Surfside Gazette, and Social Media Guidelines

Objective: To protect Surfside’s integrity by ensuring accuracy and legitimacy in communications and by strengthening our town’s Social Media Policy.

Consideration: Social Media has become a distraction and ethically compromised forum for conducting Town Business. Open government laws and ethics make social media usage problematic. The Town should avoid the expense and oversight of creating any additional social media platforms or “blogs.” There are ample existing avenues for communication. The taxpayer-funded Gazette should abide by the Truth in Government standard that residents deserve and legally expect. A “disclaimer” does not absolve that requirement. The Surfside Town Seal is prohibited for personal use.

The current Surfside Social Media Policy holds employees to a higher standard than the Town Commission.

***please review the Surfside Social Media Policy (enacted in 2019) attached to this Memo

Recommendation:

The Social Media Policy should be strengthened to include the above considerations, and updated to create equitable expectations of all town representatives (employees, consultants, & elected officials), and include consequences for violation.

Miami - Dade County, Florida, Code of Ordinances >> PART I - CONSTITUTIONAL AMENDMENT AND CHARTER >> **CITIZENS' BILL OF RIGHTS** >>

CITIZENS' BILL OF RIGHTS

- (A). This government has been created to protect the governed, not the governing. In order to provide the public with full and accurate information, to promote efficient administrative management, to make government more accountable, and to insure to all persons fair and equitable treatment, the following rights are guaranteed:
1. *Convenient Access.* Every person has the right to transact business with the County and the municipalities with a minimum of personal inconvenience. It shall be the duty of the Mayor and the Commission to provide, within the County's budget limitations, reasonably convenient times and places for registration and voting, for required inspections, and for transacting business with the County.
 2. *Truth in Government.* No County or municipal official or employee shall knowingly furnish false information on any public matter, nor knowingly omit significant facts when giving requested information to members of the public.
 3. *Public Records.* All audits, reports, minutes, documents and other public records of the County and the municipalities and their boards, agencies, departments and authorities shall be open for inspection at reasonable times and places convenient to the public.
 4. *Minutes and Ordinance Register.* The Clerk of the Commission and of each municipal council shall maintain and make available for public inspection an ordinance register separate from the minutes showing the votes of each member on all ordinances and resolutions listed by descriptive title. Written minutes of all meetings and the ordinance register shall be available for public inspection not later than 30 days after the conclusion of the meeting.
 5. *Right to be Heard.* So far as the orderly conduct of public business permits, any interested person has the right to appear before the Commission or any municipal council or any County or municipal agency, board or department for the presentation, adjustment or determination of an issue, request or controversy within the jurisdiction of the governmental entity involved; provided, nothing herein shall prohibit the Commission or any municipal council from referring a matter to a committee of each of their respective bodies to conduct a public hearing, unless prohibited by law. Matters shall be scheduled for the convenience of the public, and the agenda shall be divided into approximate time periods so that the public may know approximately when a matter will be heard. Nothing herein shall prohibit any governmental entity or agency from imposing reasonable time limits for the presentation of a matter.
 6. *Right to Notice.* Persons entitled to notice of a County or municipal hearing shall be timely informed as to the time, place and nature of the hearing and the legal authority pursuant to which the hearing is to be held. Failure by an individual to receive such notice shall not constitute mandatory grounds for cancelling the hearing or rendering invalid any determination made at such hearing. Copies of proposed ordinances or resolutions shall be made available at a reasonable time prior to the hearing, unless the matter involves an emergency ordinance or resolution.

4 THE MIAMI HERALD | SUNDAY, FEBRUARY 22, 2009 | MiamiHerald.com/Neighbors | THE MIAMI HERALD | SUNDAY, FEBRUARY 22, 2009 | MB

SURFSIDE

Officials fed up with 'Mayor's View'

■ Surfside's mayor Charles Burkett and town commissioners squabble over the mayor's criticisms in the town's newsletter.

BY ANGEL L. DOVAL
adoval@MiamiHerald.com

Surfside Mayor Charles Burkett will no longer get to publish his monthly column in the town newsletter after several commissioners criticized the column as overly political.

At a Feb. 10 meeting, the attempt to create guidelines for the Surfside Town Gazette — and eliminate Burkett's "Mayor's View" column — sparked fireworks.

After a heated argument pitting Burkett against Commissioner Steven Levine, the commission voted 4-1 to eliminate the column from the newsletter among other changes to the town publica-

tion. Burkett was the dissenting vote.

Levine said the mayor was "politicizing the Gazette" and called him "an assassinator" for his strong opinions and sharp chastisements of commissioners in print. At one point, Levine pounded his left fist on the dais.

In February's newsletter, Burkett wrote that he asked the commission to think carefully about calls to eliminate his or any elected official's ability to reach out to residents through the Gazette.

"I know I'm not the most popular person with my friends on the Commission right now . . . but I also know that silencing any voice on this commission would probably not be a great idea for any elected official to undertake," he wrote.

Levine and Commissioner Elizabeth Calderon also



BURKETT



LEVINE

'They're not happy about what I'm writing. I'm informing the electorate about what is going on at these meetings.'

— CHARLES BURKETT, mayor of Surfside

ings," Burkett said.

The debate began when commissioners Levine and Calderon opened discussion on Gazette policies and guidelines. "These views just don't belong in the newsletter," Levine said at the meeting. "You are making the commissioners and the town look bad in the eyes of the residents and our visitors."

Burkett responded by saying that he has the right to write what he wants and that the commissioners have always been allowed to have their say in the newsletter.

Calderon suggested trimming the Gazette. "We can

save some money if we reduce the size of the newsletter by two pages," she said. Levine responded: "The mayor is using up two pages so we can eliminate those." He also told the mayor that his column could continue — online. "And you know what? It's free."

Burkett isn't happy about being relegated to the town website. "And all the talk about using the website is garbage," he said. "The newsletter is already on the Web. And when they describe what I write as 'political,' well everything we do is political."

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He also told the mayor that his column could continue — online. "And you know what? It's free."

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SURFSIDE BURKETT IS NOT FIT TO HOLD PUBLIC OFFICE

**In his May 29 letter,
Charles Burkett lists projects**

•TURN TO OPINION, 29

OPINION

opponents of the current Surfside administration have pushed for and then implies he is the mastermind, writing, "I will continue to press forward with these resident initiatives and requests."

Later in the letter, he virtually crowns himself king as he thanks "all of you who continue to come to our monthly meetings. Together we are making a difference."

In his book *On Bulls**t*, Harry G. Frankfurt distinguishes between lying and bulls****ing as follows: "The bulls****er does not reject the authority of the truth, as the liar does, and oppose himself

to it. He pays no attention to it at all. By virtue of this, bulls*** is a greater enemy of the truth than lies are."

Charles Burkett raises bulls*** to a high art.

This is the same man who was found guilty of multiple counts of breaking Florida campaign finance law in his recent losing bid for office.

Burkett not only suffers from the illusion that he has power but is now acting on his fantasy: Residents learned at the last commission meeting that he had the gall to falsely represent himself as acting on behalf of Surfside in an official capacity in the

town's negotiations with a cable provider to begin televising commission meetings. Mr. Burkett's unethical meddling in this case set the entire process, the goal of which he so incessantly cries for, back several weeks.

Since he hasn't accomplished anything on his own, Burkett hogs the credit for work done by others and tries to push himself into town business that is none of his affair. Is someone with such a seemingly feeble grip not only on the truth but on reality itself fit to hold elected office?

PETER A. SAHWELL
Surfside

Meyers, Robert (COE)

INQ 07-16

From: Meyers, Robert (COE)
Sent: Wednesday, January 31, 2007 5:58 PM
To: 'Charles Burkett'
Subject: RE:

Mayor Burkett,

I understand your question and I'm curious whether you discussed it with your city attorney. My take on this is you must be very careful if you choose to participate. It's perfectly reasonable for you to comment on matters mentioned in blogs concerning Surfside. It can be viewed as another way to reach your constituents and residents of Surfside. However, if other elected officials are responding to the same blogs and you can read each other's comments, you could be in violation of the Sunshine Law if the comments by you and the commissioners involve subjects that are in front of the Commission or likely to be on your agenda in the future.

If you wish to discuss this with me in more detail, feel free to contact me at your convenience.

Sincerely,

Robert Meyers, Executive Director
Miami-Dade Commission on Ethics and Public Trust
(305) 350-0613

From: Charles Burkett [mailto:Charles@burkettcompanies.com]
Sent: Tuesday, January 30, 2007 5:48 PM
To: Meyers, Robert (COE)
Subject:

Hi Robert,

One question. There is a blog in Surfside and there may be others soon.

Can I participate? Can other elected officials also participate?

Thanks,

Charles

Charles W. Burkett, IV
President
The Burkett Companies
801 Alton Road, Suite 2
Miami Beach, FL 33139

305-534-0102 Main
305-534-8711 Private
305-673-2075 Fax

www.burkettcompanies.com

1/31/2007

Public Records – Social Networking

Social networking sites such as Facebook are becoming increasingly popular in business as well as social contexts. Many elected officials use Facebook as a method to keep in touch with their constituents. If a government entity, such as a city, were to choose to maintain a Facebook page, there would be several factors to consider under Florida's public records and open meetings laws.

First, all contents of the city's page, including information about the city's friend list, would be subject to disclosure under Florida's Public Records Act.

Second, the city will be obligated to follow a public records retention schedule as set forth in the State of Florida General Records Schedule for State and Local Government Agencies.

Third, communications on the city's Facebook page regarding city business would be subject to Florida's Government in the Sunshine Law.

Since the city is authorized to exercise powers for a municipal purpose, any material placed on the city's page would presumably be in furtherance of municipal business. Section 119 of the Florida Statutes defines "public records" to include"

"all documents, papers, letters, maps, books, tapes, photographs, films, sound 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 by any agency."

The Florida Supreme Court has interpreted this definition to include all materials made or received by an agency in connection with official business which are used to perpetuate, communicate, or formalize knowledge. It is the content of the record created which determines whether it is a public record. The placement of information on the city's Facebook page would communicate knowledge, and would presumably be in connection with the transaction of official business. This would subject the contents of the Facebook page to the provisions of Chapter 119 of the Florida Statutes.

Individual Facebook users can set privacy settings for their personal pages. A Facebook page created by a government entity, however, would have to be open to the public. While the personal pages of the government entity's "friends" may or may not be public, the names on that government entity's friend list would be subject to disclosure.

In light of this, a government entity may wish to post a warning regarding the implications of the Public Records Law.

Communications on a city's Facebook page regarding city business by city commissioners may be subject to Florida's Government in the Sunshine Law, section 286.011 of the Florida Statutes. Members of a city board or commission must not engage on the city's Facebook page in an

exchange or discussion of matters that foreseeably will come before the board or commission for official action.

Section 286.011, Florida Statutes, the Government in the Sunshine Law, has three basic requirements:

- (1) meetings of public boards or commissions must be open to the public;
- (2) reasonable notice of such meetings must be given; and
- (3) minutes of the meetings must be taken and promptly recorded.

The law applies to any gathering, whether formal or casual, of two or more members of the same board or commission to discuss some matter on which foreseeable action will be taken by the public board or commission. The law extends to the discussions and deliberations as well as the formal action taken by a public board or commission, with no requirement that a quorum be present.

While the Sunshine Law generally applies to meetings of "two or more" members of the same board or commission, the Florida Supreme Court has stated that the Sunshine Law is to be construed "so as to frustrate all evasive devices." The courts and this office have found that there are instances where the physical presence of two or more members is not necessary in order to find the Sunshine Law applicable. This office has stated that members of a public board may not use computers to conduct a private discussion about board business.

In Attorney General Opinion 08-07, this office concluded that the use of a website, blog or message board to solicit comment from other members of the board or commission by their response on matters that would come before the board would trigger the requirements of the Sunshine Law.

While there is no statutory prohibition against a city council member posting comments on a privately maintained website or blog, members of government boards or commissions must not discuss matters that foreseeably will come before the boards or commission. It would be incumbent upon the board or commission members to avoid any action that could be construed as an attempt to evade the requirements of the law.

While there is not a prohibition against a board or commission member posting comments on a city's Facebook page, members of the board or commission must not engage in an exchange or discussion of matters that foreseeably will come before the board or commission for official action.

New technology presents exciting and effective communication tools as well as some challenges maintaining transparency in government. While these small challenges should not deter public officials from using technology for the benefit of the people they serve, technology can't be an excuse for lack of transparency. At the Attorney General's office, we use the social network Twitter to alert consumers of scams and fraudulent business practices.

We find that this is an effective way to reach people quickly and effectively. Just like our e-mails and BlackBerry PINs, our agency maintains a record of all our Tweets.

Finally, let's talk about records retention. Chapter 119 of the Florida Statutes requires the Division of Library and Information Services of the Department of State to adopt rules establishing retention schedules and a disposal process for public records. Each agency must comply with these rules.

To the extent that the information on the city's Facebook page constitutes a public record, the city is under an obligation to follow the public records retention schedules established by law.

Questions relating to the applicability of a retention schedule or retention of a specific record, however, should be referred to the Division of Library and Information Services in the Department of State.

Florida Attorney General
Advisory Legal Opinion

Number: AGO 2009-19

Date: April 23, 2009

Subject: Records, municipal facebook page

Mr. Samuel S. Goren
Coral Springs City Attorney
9551 West Sample Road
Coral Springs, Florida 33065

RE: MUNICIPALITIES–RECORDS–GOVERNMENT IN THE SUNSHINE LAW–INTERNET–
public record implications for city's Facebook page. s. 119.011(12), Fla. Stat.; Art. I, s. 23, Fla.
Const.

Dear Mr. Goren:

On behalf of the Coral Springs City Commission, you ask the following questions:

1. If the city chooses to maintain a Facebook page, would all contents of the city's page, including information about the city's "friends" and their pictures, and the friend's respective Facebook pages, be subject to the Public Records Law, Chapter 119, Florida Statutes?
2. If Question One is answered in the affirmative, is the city obligated to follow a public records retention schedule as set forth in the State of Florida General Records Schedule GSI for State and Local Government Agencies?
3. If Question One is answered in the affirmative, is Florida's Right of Privacy, as guaranteed in Article I, section 23, Florida Constitution implicated by the inclusion of information about the city's "friends" and the respective link to the friends' Facebook pages linked to the city's page?
4. Would communications on the city's Facebook page regarding city business be subject to Florida's Government in the Sunshine Law, section 286.011, Florida Statutes?

In sum:

1. Since the city is authorized to exercise powers for a municipal purpose, the creation of a Facebook page must be for a municipal, not private purpose. The placement of material on the city's page would presumably be in furtherance of such purpose and in connection with the transaction of official business and thus subject to the provisions of Chapter 119, Florida Statutes. In any given instance, however, the determination would have to be made based upon the definition of "public record" contained in section 119.11, Florida Statutes. Similarly, whether the Facebook page of the friends would also be subject to the Public Records Law, Chapter 119, Florida Statutes, would depend on whether the page and information contained therein was made or received in connection of the transaction of official business by or on behalf of a public agency.

2. The city is under an obligation to follow the public records retention schedules established by law.

3. While Article I, section 23, Florida Constitution, may be implicated in determining what information may be collected by the city, the constitutional provision expressly states that "[t]his section shall not be construed to limit the public's right of access to public records and meetings as provided by law." Thus, to the extent that information on the city's Facebook page constitutes a public record within the meaning of Chapter 119, Florida Statutes, Article I, section 23, Florida Constitution, is not implicated.

4. Communications on the city's Facebook page regarding city business by city commissioners may be subject to Florida's Government in the Sunshine Law, section 286.011, Florida Statutes.

Thus, members of a city board or commission must not engage on the city's Facebook page in an exchange or discussion of matters that foreseeably will come before the board or commission for official action.

You state that Facebook is a social networking website maintained by privately-owned Facebook, Inc., which allows users to create profiles that include personal interests and pictures. According to your letter, Facebook allows users to build networks of "friends" which allows such friends, once they have been added to the user's profile, to appear on the user's profile. Facebook also contains interactive features, including instant messaging and a "Wall" which allows friends to post messages and attachments which may be viewed by anyone who may view the user's profile.

As you have not provided this office with a specific fact situation, my comments must be general in nature.

Question One

Section 166.021(1), Florida Statutes, sets forth the authority of municipalities, stating:

"As provided in s. 2(b), Art. VIII of the State Constitution, municipalities shall have the governmental, corporate, and proprietary powers to enable them to conduct municipal government, perform municipal functions, and render municipal services, and may exercise any power for municipal purposes, except when expressly prohibited by law." (e.s.)

The Florida Supreme Court has stated that this constitutional provision "expressly grants to every municipality in this state authority to conduct municipal government, perform municipal functions, and render municipal services." [1] The only limitation on the power of municipalities under this constitutional section is that such power must be exercised for a valid municipal purpose. [2] The determination of what constitutes a valid municipal purpose for the expenditure of public funds is one that must be made by the city commission and cannot be delegated to this office. [3] In making this determination, the commission must make appropriate legislative findings.

Accordingly, the city would appear to have the authority to establish a Facebook page under its home rule powers provided the establishment of such a page is for a valid municipal purpose and the city commission has made the appropriate legislative findings. You have not advised this office as to the nature of the information that will be contained on the city's page. Section 119.011(12), Florida Statutes, however, defines "Public records" for purposes of Chapter 119, Florida Statutes, to include

"all documents, papers, letters, maps, books, tapes, photographs, films, sound 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 by any agency."

The Florida Supreme Court has interpreted this definition to encompass all materials made or received by an agency in connection with official business which are used to perpetuate, communicate, or formalize knowledge. [4] It is the nature of the record created rather than the means by which it is created which determines whether it is a public record. [5] The placement of information on the city's Facebook page would appear to communicate knowledge. Thus, the determination in any given instance as to whether information constitutes a public record will depend on whether such information was made or received in connection with the transaction of official business by the city.

As noted above, you have not advised this office as to what will be placed on the Facebook page. Inasmuch as the page must be established for a municipal purpose and in the absence of specific information as to the material placed on the city's Facebook page, this office presumes that the information contained on the page would be made or received in connection with the official business of the city. I recognize that the Florida Supreme Court ruled that private e-mail stored in government computers does not automatically become a public record by virtue of that storage:

"Just as an agency cannot circumvent the Public Records Act by allowing a private entity to maintain physical custody of documents that fall within the definition of "public records," . . . private documents cannot be deemed public records solely by virtue of their placement on an agency-owned computer." [6]

Therefore, there may be material placed on the city's Facebook page that is personal and does not relate to the transaction of official business. However, as noted above, the creation of a Facebook page must be for a municipal, not private, purpose. Accordingly, the placement of material on the city's page would presumably be in furtherance of such purpose and in connection with the transaction of official business and thus subject to the provisions of Chapter 119, Florida Statutes. In any given instance, however, the determination would have to be made based upon the definition of "public record" contained in section 119.11, Florida Statutes, as defined by the courts.

You also inquire whether the Facebook page of the friends would also be subject to the Public Records Law, Chapter 119, Florida Statutes. You do not indicate who these "friends" of the city may be. In the absence of more information, this office cannot categorically conclude that the Facebook pages of such "friends" would be subject to Chapter 119; rather such a determination would depend on whether the information contained on such pages was made or received in connection of the transaction of official business by or on behalf of a public agency such as the city. In light of the above, the city, should it establish a Facebook page, may wish to post a warning regarding the application and implications of the Public Records Law. [7]

Question Two

Section 119.021(2)(a), Florida Statutes, requires the Division of Library and Information Services (division) of the Department of State to adopt rules establishing retention schedules and a disposal process for public records. Each agency must comply with these rules. [8] The division shall establish a time period for the retention or disposal of each series of records. [9]

Section 257.36(6), Florida Statutes, provides that a "public record may be destroyed or otherwise disposed of only in accordance with retention schedules established by the division." This office in Attorney General Opinion 96-34, recognizing that the definition of "public records" is comprehensive and encompasses all such material regardless of its physical form or characteristics, stated that electronic public records such as e-mail messages are subject to the statutory limitations on destruction of public records. More recently, this office stated in Attorney General 08-07 that the public records on a website maintained by a city council member that related to the transaction of city business would appear to be subject to the city's policies and retention schedule regarding city records.

The General Records Schedule GS1-SL for State and Local Government Agencies states that "[a]ll Florida public agencies are eligible to use the GS1-SL, which provides retention periods for the most common administrative records such as routine correspondence and personnel, payroll, financial, and legal records." [10] Thus, to the extent that the information on the city's Facebook page constitutes a public record, the city is under an obligation to follow the public records retention schedules established by law.

Questions relating to the applicability of a retention schedule or retention of a specific record, however, should be referred to the Division of Library and Information Services in the Department of State.

Question Three

Article I, section 23, Florida Constitution, provides:

"Every natural person has the right to be let alone and free from governmental intrusion into the person's private life except as otherwise provided herein. This section shall not be construed to limit the public's right of access to public records and meetings as provided by law."

Therefore, while the Florida Constitution recognizes a right of privacy for Florida citizens in Article I, section 23, Florida Constitution, it also states that "[t]his section shall not be construed to limit the public's right of access to public records and meetings as provided by law." The Florida courts have determined that no federal or state right of privacy prevents access to public records.[11] It is the Legislature that has balanced the private versus public rights by creating the various exemptions from public disclosure.[12] Thus, in Florida, "neither a custodian of records nor a person who is the subject of a record can claim a constitutional right of privacy as a bar to requested inspection of a public record which is in the hands of a government agency." [13]

While Article I, section 23, Florida Constitution, may be implicated in determining what information may be collected by the city,[14] to the extent that information on the city's Facebook page constitutes a public record within the meaning of Chapter 119, Florida Statutes, Article I, section 23, Florida Constitution, is not implicated. As noted supra, the city may wish to post a notice on its Facebook page regarding the Public Records Law.

Question Four

Section 286.011, Florida Statutes, the Government in the Sunshine Law, has three basic requirements:

"(1) meetings of public boards or commissions must be open to the public;
(2) reasonable notice of such meetings must be given; and
(3) minutes of the meetings must be taken and promptly recorded."

The law applies to any gathering, whether formal or casual, of two or more members of the same board or commission to discuss some matter on which foreseeable action will be taken by the public board or commission.[15] The law extends to the discussions and deliberations as well as the formal action taken by a public board or commission, with no requirement that a quorum be present for a meeting of members of a public board or commission to be subject to section 286.011, Florida Statutes.

While the Sunshine Law generally applies to meetings of "two or more" members of the same board or commission,[16] the Florida Supreme Court has stated that the Sunshine Law is to be construed "so as to frustrate all evasive devices." [17] Thus, the courts and this office have found that there are instances where the physical presence of two or more members is not necessary in order to find the Sunshine Law applicable. Thus, this office has stated that members of a public board may not use computers to conduct a private discussion among themselves about board business.[18]

In Attorney General Opinion 08-07, this office concluded that the use of a website blog or message board to solicit comment from other members of the board or commission by their response on matters that would come before the board would trigger the requirements of the Sunshine Law. As stated therein:

"While there is no statutory prohibition against a city council member posting comments on a privately maintained electronic bulletin board or blog, . . . members of the board or commission must not engage in an exchange or discussion of matters that foreseeably will come before the board or commission for official action. The use of such an electronic means of posting one's comments and the inherent availability of other participants or contributors to act as liaisons would create an environment that could easily become a forum for members of a board or commission to discuss official issues which should most appropriately be conducted at a public meeting in compliance with the Government in the Sunshine Law. It would be incumbent upon the commission members to avoid any action that could be construed as an attempt to evade the requirements of the law."

Such concerns would appear to be equally applicable to the issue at hand. While there would not appear to be a prohibition against a board or commission member posting comments on the city's Facebook page,[19] members of the board or commission must not engage in an exchange or

discussion of matters that foreseeably will come before the board or commission for official action.

Accordingly, communications on the city's Facebook page regarding city business may be subject to Florida's Government in the Sunshine Law, section 286.011, Florida Statutes.

Sincerely,

Bill McCollum
Attorney General

BM/tjw

[1] State v. City of Sunrise, 354 So. 2d 1206, 1209 (Fla. 1978).

[2] Id. And see Ops. Att'y Gen. Fla. 83-06 (1983) and 72-198(1972) for the proposition that a municipality's home rule power is tempered by the basic proposition that municipal funds may be used only for a municipal purpose. See also Art. VII, s. 10, Fla. Const. (municipality prohibited from lending or using its taxing power or credit to aid private parties).

[3] See, e.g., Ops. Att'y Gen. Fla. 88-52 (1988), 86-87 (1986), 84-76 (1984), and 83-05 (1983) (legislative determination and findings as to the purpose and the benefits accruing to the county from the program could not be delegated to the Attorney General, nor could the Attorney General undertake to make such legislative findings on behalf of the county).

[4] Shevin v. Byron, Harless, Schaffer, Reid and Associates, Inc., 379 So. 2d 633, 640 (Fla. 1980).

[5] See Op. Att'y Gen. Fla. 08-07 stating that an email created by a public official in connection with the transaction of official business is a public record whether it is created on a publicly or privately owned computer and concluding that the posting of comments relating to city business by a city commissioner on a web page which he maintains would be subject to the Public Records Law.

[6] State v. City of Clearwater, 863 So. 2d 149, 154 (Fla. 2003).

[7] Cf. s. 668.6076, Fla. Stat., requiring any agency as defined in s. 119.011, Fla. Stat., or legislative entity that operates a website and uses electronic mail to post the following statement in a conspicuous location on its website:

"Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing."

[8] Section 119.021(2)(b), Fla. Stat. And see s. 119.021(2)(c), Fla. Stat., providing that public officials must "systematically dispose" of records no longer needed, subject to the consent of the division in accordance with s. 257.36, Fla. Stat.

[9] Id.

[10] The general retention schedules, including GS1-SL, are available at:
http://dlis.dos.state.fl.us/recordsmgmt/gen_records_schedules.cfm.

[11] See, e.g., Michel v. Douglas, 464 So. 2d 545 (Fla. 1985) (no federal or state right of privacy prevents access to public records); Forsberg v. Housing Authority of Miami Beach, 455 So. 2d 373 (Fla. 1984); Shevin v. Byron, Harless, Schaffer, Reid and Associates, Inc., 379 So. 2d 633 (Fla. 1980) (no federal or state disclosural right of privacy prevents a member of the public from seeing public records); Mills v. Doyle, 407 So. 2d 348 (Fla. 4th DCA 1981).

[12] *Wallace v. Guzman*, 687 So. 2d 1351 (Fla. 3d DCA 1997). Cf. *Berkeley v. Eisen*, 699 So. 2d 789 (Fla. 4th DCA 1997) (although Art. I, s. 23, Fla. Const., recognizes that the right of privacy shall not be construed to limit the public's right of access to public records, there is a statutory exemption from Florida's public records disclosure where the Department of Banking and Financing is investigating or has concluded its investigation of a securities customer's complaint).

[13] *Williams v. City of Minneola*, 575 So. 2d 683, 687 (Fla. 5th DCA 1991), review denied, 589 So. 2d 289 (Fla. 1991), appeal after remand, 619 So. 2d 983 (Fla. 5th DCA 1993).

[14] Cf. *Thomas v. Smith*, 882 So. 2d 1037 (Fla. 2d DCA 2004), in which the appellant taxpayers had filed a timely application for ad valorem tax exemption, but refused to make the required disclosure of their social security numbers. Their application was denied based on their refusal to make the required disclosure. Appellants argued that the required disclosure of their social security number in order to claim the exemption violated, among others, Art. I, s. 23, Fla. Const. The district court concluded that the lower court erred in concluding that the taxpayers had no legitimate expectation of privacy in their social security numbers; rather the court should first have determined whether the taxpayers had a legitimate expectation of privacy in their social security numbers without regard to other considerations such as the necessity to submit an application in order to obtain the benefit of the homestead tax exemption. The district court therefore remanded the case for further proceedings on this claim.

[15] See, e.g., *Hough v. Stembridge*, 278 So. 2d 288 (Fla. 3d DCA 1973). And see *City of Miami Beach v. Berns*, 245 So. 2d 38 (Fla. 1971); *Board of Public Instruction of Broward County v. Doran*, 224 So. 2d 693 (Fla. 1969); and *Wolfson v. State*, 344 So. 2d 611 (Fla. 2d DCA 1977).

[16] *Hough v. Stembridge*, supra. And see *City of Sunrise v. News and Sun-Sentinel Company*, 542 So. 2d 1354 (Fla. 4th DCA 1989); *Deerfield Beach Publishing, Inc. v. Robb*, 530 So. 2d 510 (Fla. 4th DCA 1988) (requisite to application of the Sunshine Law is a meeting between two or more public officials); and *Mitchell v. School Board of Leon County*, 335 So. 2d 354 (Fla. 1st DCA 1976).

[17] See, e.g., *Town of Palm Beach v. Gradison*, 296 So. 2d 473, 477 (Fla. 1974); *Blackford v. School Board of Orange County*, 375 So. 2d 578 (Fla. 5th DCA 1979).

[18] Op. Att'y Gen. Fla. 89-39 (1989). Compare 01-20 (2001) (a one-way e-mail communication from one city council member to another, when it does not result in the exchange of council members' comments or responses on subjects requiring council action, does not constitute a meeting subject to the Sunshine Law; however, such e-mail communications are public records and must be maintained by the records custodian for public inspection and copying).

[19] Cf. Op. Att'y Gen. Fla. 07-35 (2007), concluding that members of a commission may exchange documents that they wish other members of the commission to consider on matters coming before the commission for official action, provided there is no response from, or interaction related to such documents among, the commissioners prior to the public meeting. It was noted, however, that if the commissioners intended to exchange individual position papers on the same subject, this office would express the same concerns as discussed in Attorney General Opinion 01-21. In that opinion, this office was asked whether the preparation and distribution of individual position statements on the same subject by several city council members to all other council members would constitute an interaction or exchange by the council that would be subject to the requirements of the Government in the Sunshine Law. This office determined that such a practice would violate the Sunshine Law to the extent that any such communication is a response to another council member's statement.

Memorandum

City Attorney's Office

No. 09-0524

To: Mayor John P. "Jack" Seiler
Vice-Mayor Bruce G. Roberts
Commissioner Charlotte E. Rodstrom
Commissioner Bobby B. DuBose
Commissioner Romney Rogers

From: Harry A. Stewart, City Attorney

Date: May 14, 2009

Re: Update on the Law – Facebook Pages and Websites

The Florida Attorney General's Office recently released Attorney General's Opinion (AGO) 09-19 dealing with the creation of municipal Facebook pages and the implications this would have under Florida's Public Records and Sunshine laws. Facebook is a social networking website on which users create profiles, interact with one another in real-time and are able to build networks of "friends". The analysis contained below is also applicable to participation by the City or individual public officers in websites and blogs generally. We felt it important to share this with you as the advent of new technologies, and the desire to participate in them, bring about new issues relative to our duties under Florida law.

Public Records Law

Section 119.011(12), Florida Statutes, defines "public records" to include:

All documents, papers, letters, maps, books, tapes, photographs, films, sound 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 by any agency.

The AG opined that a municipality may create a Facebook page if it finds there is a valid municipal purpose. The Opinion, relying on the Florida Supreme Court's interpretation of a public record encompassing all material made or received by an agency in connection with official business and used to perpetuate, communicate, or formalize knowledge, went on to say that indeed information on a municipality's Facebook page would most likely constitute a public record under the law – but such determination would need to be made based on the information posted on the site.

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As for the “friends” that are part of this site, whether or not the content of their postings and their pages are deemed public records would also be a determination based upon whether or not the information contained therein was made or received by an agency in connection with official business. Because of the likelihood that such information would be deemed public record, the AG suggests posting a warning on a municipality’s Facebook page regarding the implication of public records law on the material posted and shared by “friends”.

Public records law also imposes a duty of disclosure and retention upon every person who has custody of a public record. Custody has been described as having “supervision and control over the document or hav[ing] legal responsibility for its care, keeping or guardianship.” (AGO 08-07).

Maintaining such a Facebook site, indicating that the City is aware of and has approved the content, places responsibility on the City to ensure the records are maintained in accordance with public records law as well as the General Retention Schedule GS1-SL for State and Local Government (providing retention periods for administrative records).

Though the AG’s Opinion asserts information contained on the Facebook site and deemed a public record would have to be retained in accordance with the GS1-SL schedule, as this is a new technology in the eyes of the law, it is wholly unclear what the applicable time period for retention would be as the GS1-SL does not specifically address website content. Indeed, the recommended retention periods could vary based on the content.

There exists an ancillary, though important issue, of whether or not the City even has the technological capability to retain the content of the Facebook site. The City does not have ownership, control or affiliation with this site and research would need to be done to determine if City retention is even possible technologically and financially. See also: AGO 08-07, in which the AG opined that an individual council member who created posted comments and emails on a website for which the council member served as webmaster was responsible for ensuring that the information was maintained in accordance with both public records law and the policies and retention schedule of the City where the City had no ownership, control or affiliation with the website.

Sunshine Law

Florida’s Sunshine Law applies to a formal or informal gathering of two or more members of a public board or commission to discuss some matter on which foreseeable action will be taken by the board or commission. The three basic requirements set forth in Section 286.011, F.S. are (1) meetings of public boards or commissions must be open to the public, (2) reasonable notice of such meetings must

be given and (3) minutes of the meeting must be taken promptly and recorded. The AG notes that though the Sunshine Law does ordinarily apply to meetings of two or more members, because the Florida Supreme Court has stated the law is to be construed “so as to frustrate all evasive devices”, the physical presence of two persons is not always necessary. See also: AGO 89-39, in which the AG opined that private discussions via email between board members about board business is prohibited under the Sunshine Law. That Opinion analogized the use of such private email discussions to private telephone conversations or the exchange of written memoranda between two or more members on topics to come before the board– all of which conduct is regulated and prohibited by the Sunshine Law. See also: AGO 08-07, in which the AG’s office concluded that use of a website blog or message board to solicit comments from other members of the board or commission by their responses on issues that would come before the board triggers the Sunshine Law.

The AG warns that “while there would not appear to be a prohibition against a board or commission member posting comments on the city’s Facebook page, members of the board or commission must not engage in an exchange or discussion of matters that foreseeably will come before the board or commission for official action.” (AGO 09-19). Engaging in an exchange of ideas or discussion on such matters is a slippery slope – and comments made on the site by one member in reaction to the letters, emails or personal postings of another member may be broadly construed as such an exchange or discussion and thus constitute a violation of the Sunshine Law. See also: AGO 01-21, in which the AG noted that although the preparation and distribution of individual city council members’ “position statements” is technically in and of itself not a violation of the Sunshine Law, to the extent the position statement is a response (or construed as a response) to another members’ statement, it violates the Sunshine Law and thus is problematic and strongly discouraged. The AG concluded that the best practice is for each member to discuss his or her position in the context of an open meeting.

Similar concerns regarding record retention and Sunshine Law violations would abound in the undertaking of a personal website by a Commissioner if information on the site fell within the definition of “public records” as defined in Florida Statutes and caselaw.

Conclusions

It is a simple fact that the state of the law is lagging woefully behind the state of the art in communications technology. This presents unique challenges in following the intent and the letter of these laws regulating public meetings and communications of local government.

For this reason, this office discourages the City’s participation in a Facebook page or any similar interactive communication technology. The current City website is not

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interactive and offers the ability to post information for the public. Facebook pages or websites for individual Commissioners are also discouraged. If individual Commissioners wish to have their own website, they should be used for informational purposes only or to solicit constituent opinions, however care should be taken to avoid posting position statements held by Commissioners on issues that may come before the Commission. It should also be noted that even on personal websites, retention schedules for public records must be followed.

It is also crucial to note that the exchange of opinions and discussions between Commissioners on material that may foreseeably come before the Commission via email (as well as via telephone or written memoranda) is to be avoided at all costs because such conduct is a clear violation of the Sunshine law carrying serious penalties.

HAS/NCS/kcb

cc: George Gretsas, City Manager
John Herbst, City Auditor
Jonda K. Joseph, City Clerk

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RESOLUTION NO. 19-2564

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, ADOPTING A SOCIAL MEDIA AND MEDIA INQUIRY POLICY FOR THE TOWN; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside (“Town”) finds it necessary and important to establish an official Town Social Media and Media Inquiry Policy to provide guidance to all contracted agencies, administration and employees, the Town Commission, and Town residents when interacting with the Town's official social media networks and/or sharing Town information on personal social media channels and websites. This includes all platforms used to communicate information on the Internet, such as personal websites (including blogs), Facebook, Twitter, Instagram, Yelp, LinkedIn, Pinterest, YouTube, NextDoor and SeeClickFix; and

WHEREAS, it is vital that the Town implement and abide by a professional, modern and efficient code of conduct on digital social platforms, and provide guidance on working with and handling media requests and inquiries, as well as providing residents with accurate and objective information as it pertains to the Town; and

WHEREAS, the Town Commission wishes to adopt a uniform Social Media and Media Inquiry Policy for the Town, substantially in the form attached hereto as Exhibit “A” (“Social Media Policy”); and

WHEREAS, the Town Commission desires to adopt the Social Media Policy and finds that it is in the best interests of the Town and necessary for the proper conduct of the Town and dissemination of information.

NOW, THEREFORE, BE IT RESOLVED BY TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, THAT:

Section 1. Recitals Adopted. Each of the above stated recitals are hereby adopted, confirmed and incorporated herein.

Section 2. Adoption and Approval of Social Media and Media Inquiry Policy. The Policy, in substantially the form attached hereto as Exhibit "A", is hereby adopted and approved, subject to any non-substantive changes as may be directed and approved by the Town Manager and Town Attorney.

Section 3. Implementation. The Town Manager and Town Officials are hereby authorized to take all action necessary to implement and enforce the Policy and the purposes of this Resolution.

Section 4. Effective Date. This Resolution shall be effective immediately upon adoption.

PASSED AND ADOPTED this 12th day of February, 2019.

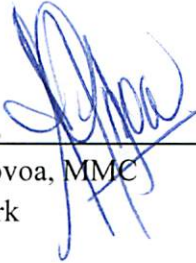
Motion By: Commissioner Paul
Second By: Commissioner Karukin.

FINAL VOTE ON ADOPTION:

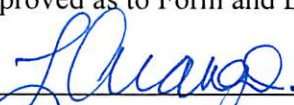
Commissioner Barry Cohen	<u>Absent</u>
Commissioner Michael Karukin	<u>yes</u>
Commissioner Tina Paul	<u>yes</u>
Vice Mayor Daniel Gielchinsky	<u>Absent</u>
Mayor Daniel Dietch	<u>yes</u>



Daniel Dietch, Mayor

Attest: 

Sandra Novoa, MMC
Town Clerk

Approved as to Form and Legal Sufficiency:


Weiss Serota Helfman Cole & Bierman, P.L.
Town Attorney



Social Media and Media Inquiry Policy for the Town of Surfside

Purpose and Scope

Social media has drastically changed the world of media, news and communications. When it comes to government and civic engagement, digital outlets such as Facebook, Twitter, Instagram, NextDoor and YouTube, make it possible for councils, commissions and public servants to communicate directly with their constituents and vice-versa. To expand on the importance of the medium, a Pew Research Center Study found that **69%** of the public uses some form of social media. Meanwhile, **62%** of adults receive the majority of their news from social media.

The Social Media Policy for the Town of Surfside establishes the official Town policy to provide guidance to all contracted agencies, administration and employees, and the Town Commission on the use of social media networks and personal websites. Social media includes all platforms used to communicate information on the Internet, including personal websites (including blogs), Facebook, Twitter, Instagram, Yelp, LinkedIn, Pinterest, YouTube, NextDoor and SeeClickFix. Employees have the right to maintain personal social media. However, the use of social media also represents certain risks and therefore carries with it certain responsibilities. It is not permissible to state or imply that personal social media in any way officially represents the Town of Surfside.

It's important the Town of Surfside abide by a professional, modern and efficient code of conduct on digital social platforms. This Social Media Policy also establishes the Communications Policy to provide guidance on working with and handling media requests and inquiries, as well as providing residents with accurate and objective information as it pertains to the Town.

The Social Media Policy for the Town of Surfside is to be made public on the Town's official website, following approval by Town Commission. A URL link also will be added to all social media channels.

Social Media Accounts

The Town of Surfside's social media presence should be limited to one account per specific platform. For example, the Parks & Recreation Department for Surfside should not have a Facebook page that is separate from the Town. Instead, the Town's Facebook

page should, when appropriate, incorporate information pertaining to Parks & Recreation. By doing so, important public information becomes more organized and residents know where to find such information, thus eliminating any layer of confusion or public misinformation.

As of 2019, the Town website serves as the primary communication tool for the Town of Surfside. The Town also uses two social media platforms: NextDoor and SeeClickFix.

Best Practice and Standards for Use of Social Media

The official use of social media by the Town of Surfside is to adhere to the below standards and practices:

Users, Posting and Account Activations

- No Department or individual may establish, use, or terminate a social media identity or page without the approval of the Town Manager or designee.
- The Town of Surfside has authorized the Public Information Representative (PIR) to oversee and manage all social media administration, including, but not limited to, blogs, video sharing, business pages and social networking sites. The Town reserves the right to delegate to other individual(s) the authority to upload approved material to the Town's social media.
- To meet its purpose, the Town of Surfside's social media may contain links to other social networking sites or websites that are not owned, regularly reviewed or controlled by the Town. The Town of Surfside is not responsible for the content, photos and videos placed on these external social networking sites or websites. The Town's social media may not provide links to external sites that are political or religious in nature. The provision of direct links should not be construed as an endorsement or sponsorship of these external sites, their content or hosts.
- Social media sites must prominently display links to the Town's official website (<https://www.townofsurfsidefl.gov/>) or appropriate landing pages whenever possible.

Ownership

All social media communications messages that are composed, sent or received on the Town's IT equipment or used in official Town business or representing the Town of Surfside are the property of the Town of Surfside and subject to public records laws. The Town of Surfside reserves the right not to publish any posting or to later remove it.

Town Administration / Employee Conduct (refer to HR policy)

- Social media accounts established by the Town of Surfside are to be used solely for the Town of Surfside and business pertaining to the Town. Any other content pertaining to other topics or promotions is not permitted.
- Employees, or the contracted agency managing the Town of Surfside's social media, are prohibited from using the Town's social media outlets for personal use, including posting personal content and/or opinions.
- Personal use of social media by Town employees is never permitted on working time by means of the company's computers, networks, and other IT resources and communications systems.
- Employees are expected to be attentive and careful in their use of social media. Employees should be aware that their use of social media may be perceived as representing the Town and Town government, and should tailor their use accordingly.
- Employees may not post anything on their personal blog or social media site/page, or on the blog or social media site/page of another individual or entity (other than the Town), in the name of the Town or in a manner that could reasonably be attributed as the official position of the Town without authorization from the Town Manager or designee.
- Employees are prohibited from engaging in inappropriate use of social media accounts established by the Town or a Town department. It is unacceptable for social media to be used in a manner that does not comply with federal, state and local laws and regulations, and Town policy. Employees are expected to abide by the following guidelines:
 - Respect copyright, trademark, or other intellectual property rights of any person or entity, or otherwise violates their legal ownership interest. Employees may not use the Town's logo, seal, slogan or trademarks on their personal blog or social media site or page in a manner that suggests that the posts express the opinions of the Town.
 - Refrain from the use of ethnic slurs, profanity, threats of violence, material that is harassing, defamatory, fraudulent or discriminatory.
 - Refrain from the use of sexually explicit images, cartoons, jokes, messages, or other material that violates the Town's policy or any federal, state, or local law prohibiting sexual harassment.
 - Refrain from posting material which contains confidential information that compromises the security of Town networks or information systems. Such

confidential information includes, but is not limited to, information that is protected under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or other federal, state, or local laws and regulations (except as permitted under such laws and regulations), as well as social security numbers and other personally identifiable information.

- Refrain from circulating or posting commercial, personal, religious or political solicitations, chain letters, spam, or promotion of outside organizations unrelated to Town operations are also prohibited [unless otherwise protected or required by law].

The policy, however, does not prohibit or discourage employees from engaging in speech as independent citizens on matters of public concern, or to prohibit or discourage employees from engaging in any protected activities under the State of Florida's Public Employee Relations Act (Chapter 447, F.S.)

All employees are required to sign a written acknowledgement that they have received, read, understand and agree to comply with the Town's social media policy.

Town Commission Conduct

It is advisable that Town Commission strictly follow the code of ethics set forth by the Miami-Dade County – Commission on Ethics and Public Trust, as well as compliance with the Florida Sunshine Law.

- Commission members must not communicate amongst themselves in a social media exchange or discussion regarding any matter that is before the board/commission for action.
- Commission members may not utilize the Town's social media outlets for personal use, including posting personal content and/or opinions.
- Without prior authorization from the Town, Commission members should refrain from positing on social media in a manner that would suggest that they are representing the official position of the Town and Town government.
- In the event of an emergency, Town Commission is encouraged to "share" posts created by Town's PIR. It is not advisable to copy & paste a post or paraphrase content to ensure accuracy of information to public.

Resident Conduct on Town Social Media Pages

While social media sites promote an open forum, the Town requests that residents endeavor to make their comments respectful and appropriate. Inappropriate comments, comments not related to the purpose of the page or comments not related to the specific

post are subject to deletion by the PIR or Town designee. The PIR will not engage in a negative conversation on social media. If residents fail to comply with the posting guidelines, the PIR or Town designee may contact the resident and their message may be removed. If the resident posts inappropriate content a second time, the PIR or Town designee will contact the resident and he/she will be blocked from posting to the site.

This forum is monitored on a regular basis. However, residents should NOT use this forum to report emergency situations or time-sensitive issues.

Residents are encouraged to keep the following guidelines in mind when posting:

- Graphic, obscene or explicit comments or submissions are prohibited, as well as comments that are abusive, threatening, hateful or intended to defame anyone or any organization, or comments that suggest or encourage illegal activity.
- Content that promotes, fosters or perpetuates discrimination on the basis of race, creed, color, age, religion, gender, marital status, status with regard to public assistance, national origin, physical or mental disability, gender identity or sexual orientation will not be tolerated.
- Content posted by persons whose profile picture or avatar, username or e-mail address contains any of the aforementioned prohibited content will not be tolerated.
- Content should be related to the subject matter of the social media site where it is posted.
- Solicitations or advertisements are prohibited. This includes promotion or endorsement of any financial, commercial or non-governmental agency. Similarly, attempts to defame or defraud any person or financial, commercial or governmental agency are not permitted. Information intended to compromise the safety or security of the public or public systems is prohibited.
- Residents' participation is voluntary and taken at residents' own risk. Residents maintain personal responsibility for their comments, their username and/or any information provided.
- All comments are subject to Florida's public records law.
- The appearance of external links on this site does not constitute official endorsement on behalf of the Town of Surfside.

Management of Social Media Applications

Using the established Public Information Program as a guide, the Town of Surfside's PIR is responsible for overall social media administration and management of Nextdoor's

public agency page and social media channels, as well as the oversight of SeeClickFix to ensure directors are responding on a timely basis to resident submissions and receive the tools needed in order to form an appropriate response.

The PIR is responsible for the following:

- Maintain social media pages, including the look and feel of the pages and descriptions;
- Draft and review content for posts on social media platforms;
- Draft content calendars and receive approvals of scheduled content;
- Regularly respond to, and follow-up on, resident questions that abide by Town's social media policy;
- Coordinate the review of any legal matters with the Town's attorney.

Content, Tone and Interactions

- A content calendar for the month is to be drafted by the person responsible for the Town's social media and turned in to the Assistant Town Manager for approval before posting. If more than one person is in charge of social media management, the PIR is required to ensure that the team is on the same page and in-line with the Social Media Policy. The Town's goal is to maintain "one voice" when managing the social media for The Town of Surfside.
- Content must be relevant to the Town of Surfside's mission. It can reflect current news, feature polls or open ended questions to measure resident consensus on community issues, explain future or current Town projects, or highlight Town achievements. It can also include photos, graphics and/or videos associated with the content.
- Responses to residents on social media must always be professional, respectful and diplomatic. Residents should be thanked for taking the time to provide their feedback or ask a question, and also thanked for any positive acknowledgements in their comments. Residents' concerns should be addressed, and/or the residents should be advised that the Town is working on finding a solution to their problems (if applicable). The following provides an outline for recommended steps to respond to residents on social media:
 - Inform the resident that the Town of Surfside is more than happy to address the problem. Identify the steps taken to fix the problem and (if applicable) clearly and professionally explain why a specific problem cannot be fixed and/or refer the resident to a Town administrator who may be able to help.

- The tone on the Town’s social media should never be dramatic, sarcastic, condescending or defensive.
- Interactions with residents on social media should be as transparent as possible. Provide residents with honest feedback and a realistic timeline of when a specific problem or issue may be addressed.
- Follow-up is essential, especially in government-civic affairs. Once a specific matter has been resolved, provide the resident with an update. In the case of SeeClickFix, mark the conversation “closed.”

Emergency Communications on Social Media

Surfside’s Police Department and acting PIO are to immediately communicate with the PIR in writing or via a phone call whenever major incidents occur that could potentially impact residents or local businesses. Examples include:

- Major incidents that involve fatalities or shootings;
- Serious felony crimes (murder or rape);
- Major damage to infrastructure;
- Extensive traffic congestion, road closures due to an accident or construction;
- Incidents at Town facilities;
- Any other incident that using reasonable judgement may be newsworthy;
- Conversely, if a violent threat is made on our social media channels, it must be recorded and reported to the appropriate Town personnel.

The PIR will use this information to share with residents on social media. This is in addition to various other communication channels used by the Town including CodeRed alerts, website, Town notifications, etc.

Media Inquiries

Town Spokespeople:

Only authorized spokespeople are permitted to speak to the press. The spokespeople for the Town of Surfside are as follows:

- Primary Spokesperson* – Town Manager
- Secondary Spokesperson* – Mayor
- Town Matters* - Public Information Representative

Police Matters – Public information Officer

The Town Manager reserves the right to delegate his/her authority as authorized spokesperson for the Town.

Elected Officials:

Elected officials are encouraged to share interview requests with the Town Manager/PIR in order to create consistency in messaging

Media Inquiries via Town Employees:

When a member of the press contacts the Town of Surfside, please follow these steps:

1. Ask the journalist for the *purpose* of his or her call.
2. Record the journalist's *name, media outlet, phone number and email address*.
3. Inform the journalist that someone will follow-up with him or her as soon as possible.
4. Contact the Town's Public Information Officer –or- Public Information Representative within one hour of receiving request via email, text message or phone call. Do not send journalists directly to the Town Manager or Mayor for comment.
 - If it's a police-related matter, reach out to Public Information Officer Marian Cruz at 305-861-4862 Ext. 224 or macruz@townofsurfsidefl.gov
 - *Examples include:* Pending investigation, arrests, murder, crimes such as a burglary or unlicensed practice.
 - If it's a Town matter, reach out to Public Information Representative Rachel Pinzur at 305-725-2875 or Rachel@pinzurpr.com. *Examples include:* Town development stories, events, ordinances, resolutions, new businesses in Surfside, etc.
5. Please do not attempt to answer the journalist's questions. Simply tell the journalist that the PIO or PIR will follow-up with him or her.

Press Policy for Employees

Employees are not authorized to provide any information to the press – with the exception of the name and telephone number and/or email address for the PIR or PIO.

It is every employee's responsibility to inform his/her supervisor or the designated spokesperson if he/she observes members of the press asking questions or taking pictures or if they are contacted by the press.

Employees are not permitted to share sensitive/confidential information pertaining to the Town, an investigation, etc. on their own personal social media pages. Employees who violate the Town's social media policy (refer to Personnel Policies and Procedures Manual) may be subject to disciplinary action, up to and including termination.

PIR and PIO Policy for Media Responses:

In order to create seamless communication and consistent messaging, it's important that the PIR and acting PIO's efforts are aligned. It is the responsibility of both parties to keep

each other copied and informed of media requests and anything of sensitive nature. When working with the press, the PIR and the acting PIO are to follow these steps:

1. Respond to journalist in timely manner, within one to two hours.
2. Confirm journalist's purpose for call and ask journalist for his or her deadline and anticipated questions.
3. Research answers to questions and draft media talking points or press statement.
4. Prepare spokesperson(s) in advance of media interview.
5. If sensitive issues arise, such as a pending legal investigation, run draft media response and statements by Town attorney for approval first. (Refer to crisis communications plan on how to address press in the event of a crisis.)
6. Alert mayor and elected officials and keep them abreast of the situation, along with messaging in case they receive questions from residents and/or businesses.
7. Tailor messaging and provide to Town's human resources director, to be shared with dispatch for example in the event they receive questions from the public.



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Date: September 19, 2020
Prepared by: Mayor
Subject: Amending Town Code, Conduct of meetings

Objective: Reduce codified restrictions on speech by residents and add procedures for elected officials.

Consideration: Commission to discuss

Recommendation: Adoption



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To: Honorable Mayor, Vice-Mayor and Members of the Town Commission
From: Jason Greene, Interim Town Manager
Date: August 11, 2020
Subject: Topper Selection for 4 x 4 Posts on Hardpack and Walking Path

The Public Works Department is 70% complete with the changing of 4x4 posts and rope along the hardpack and walking path on the east boundary of the Town of Surfside. Per the commission meeting held on July 28, 2020, direction was given to the Town Administration to finalize the remaining 30% of the 4x4 posts and rope replacement project and to include in the scope of work the addition of toppers to the 4x4 posts in order to prolong replacement cycle.

A total of 4 topper options were reviewed. **Table A – “Topper Option Costs”** below shows the total additional cost for each option:

Option	Total Quantity (each)	Unit Price	Total Cost
1	1800	\$9.98	\$17,964.00
2		\$9.77	\$17,586.00
3		\$2.47	\$4,446.00
4		\$3.98	\$7,164.00

Table A – “Topper Option Costs”

A picture of each option can be found in **Exhibit A – “Topper Option”**. The Town Administration is requesting for the Town Commission to provide direction on which topper to proceed with. The 4x4 post and rope replacement project is budgeted and there are enough funds in the project budget to cover any of the four options.

Reviewed by: JG

Prepared by: HG



OPTION 1

COPPER AND WOOD HYBRID
\$9.98 each (1800 total posts)



OPTION 2

WOOD WITH MILLWORK TRIM
\$9.77 each (1800 total posts)

LAST
 REVISION
 08/03/2020

DESCRIPTION:
 Topper Option 1 and Topper Option 2



TOWN OF SURFSIDE

TOWN OF SURFSIDE
 4x4 Topper Options

SCALE:

SHEET
 1 of 2



OPTION 3
PLASTIC
 \$2.47 each (1800 total posts)



OPTION 4
COPPER HEAD
 \$3.98 each (1800 total posts)

LAST
 REVISION
 08/04/2020

DESCRIPTION:
 Topper Option 3 and Topper Option 4



TOWN OF SURFSIDE

TOWN OF SURFSIDE
 4x4 Topper Options

SCALE:

SHEET
 2 of 2



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To: Honorable Mayor, Vice-Mayor and Members of the Town Commission
From: Jason Greene, Interim Town Manager
Date: August 11, 2020
Subject: Building Department Document Scanning

On March 18, 2018, the Town Commission approved a contract with Blue Digital Corporation to scan all existing building plans and building department documents. It was determined that the Town of Surfside building files and plans were still of significant historic value to each property given the level of interest in the properties and the Town could lower costs by no longer having to lease offsite storage. All new building and substantial construction plans are required to be submitted electronically. Smaller scale projects plans may be provided electronically.

Scanning all existing building plans and building department documents and publishing to the Town website would create convenient public records access to end users including residents, property professionals, design professionals and government agencies. The continued use of departmental resources on public records requests and the handling of increasingly perishable plans would be eliminated. A gain in CRS points for open access of electronic documents and ease of public use would increase departmental efficiency and productivity. The Town currently pays approximately \$30,000 per year in offsite storage costs for these documents which would be eliminated when the project is completed.

Document files are prepared by staff and the selected vendor collects said documents and scans them onto digital media. The scanned documents in PDF format are returned to the Town on CD. Staff then saves all files follow an electronic document management naming convention of Property Folio and Property Address. All subfolders contain permits and plans for said property.

Reviewed by: JG

Prepared by: AG



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Objective: Make assessments for Proposals to gain a full understanding of its impacts over time and define measurable goals to track over time for success. This ensures projects are well thought out with clearly defined goals. It shows value, and in turn encourages better investments with future proposals. A business and operational standard in setting goals is to make sure they are specific, measurable, achievable, relevant and time-based (“S.M.A.R.T”).

Consideration: Proposal assessments include or may include:

COSTS: Short term, long term. Direct, indirect.

IMPACTS: Budget, environmental, staff and support

FEASIBILITY: Does this fit and can it work.

RISK: What could happen negatively, how impactful and what will be response

ORGANIZATION: changes, areas to improve

RESOURCES: Map out all resources internal and external

Any project proposal will also define its goals through defining what will be tracked on a “dashboard” and assessed and reported on over time. The Value Proposition, if adopted, will hold the project and its leaders accountable to value.

This may sound overwhelming, but once adopted it becomes quite clear that it is helpful and brings a common set of principles for everyone to work with. It means assessments are less subjective and open to interpretation and criticism which can change over time as circumstances change.

Recommendation: Using S.M.A.R.T goals is critical to show objective value to everyone, from Town Manager to members of the Commission, to Town staff members, to most importantly taxpaying residents. SMART is an acronym that stands for **Specific, Measurable, Achievable, Relevant and Time-based**. Each element of the SMART framework works together to create a goal that is carefully planned, clear and trackable. Work with the Town Manager and staff to develop a recommendation for implementation of S.M.A.R.T goals. Assessments and requirements can be rolled out so as to not overwhelm the systems and workflow of Town governance. The team will actually set SMART goals for defining success for the project and rollout itself. It will speak for itself, while practicing what it preaches.

Commissioner Kesl is looking for two or more co-sponsors to get support and traction for the Objective. Inform the Town Manager if you are interested.



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To: Honorable Mayor, Vice-Mayor and Members of the Town Commission,
From: Guillermo Olmedillo, Town Manager
Date: May 12, 2021
Subject: Increase Lighting Plan

At the March 24, 2020 Special Commission Meeting, Town Administration was directed to provide a plan for the increase of residential street lighting.

Please find attached requested report being provided with this communication.

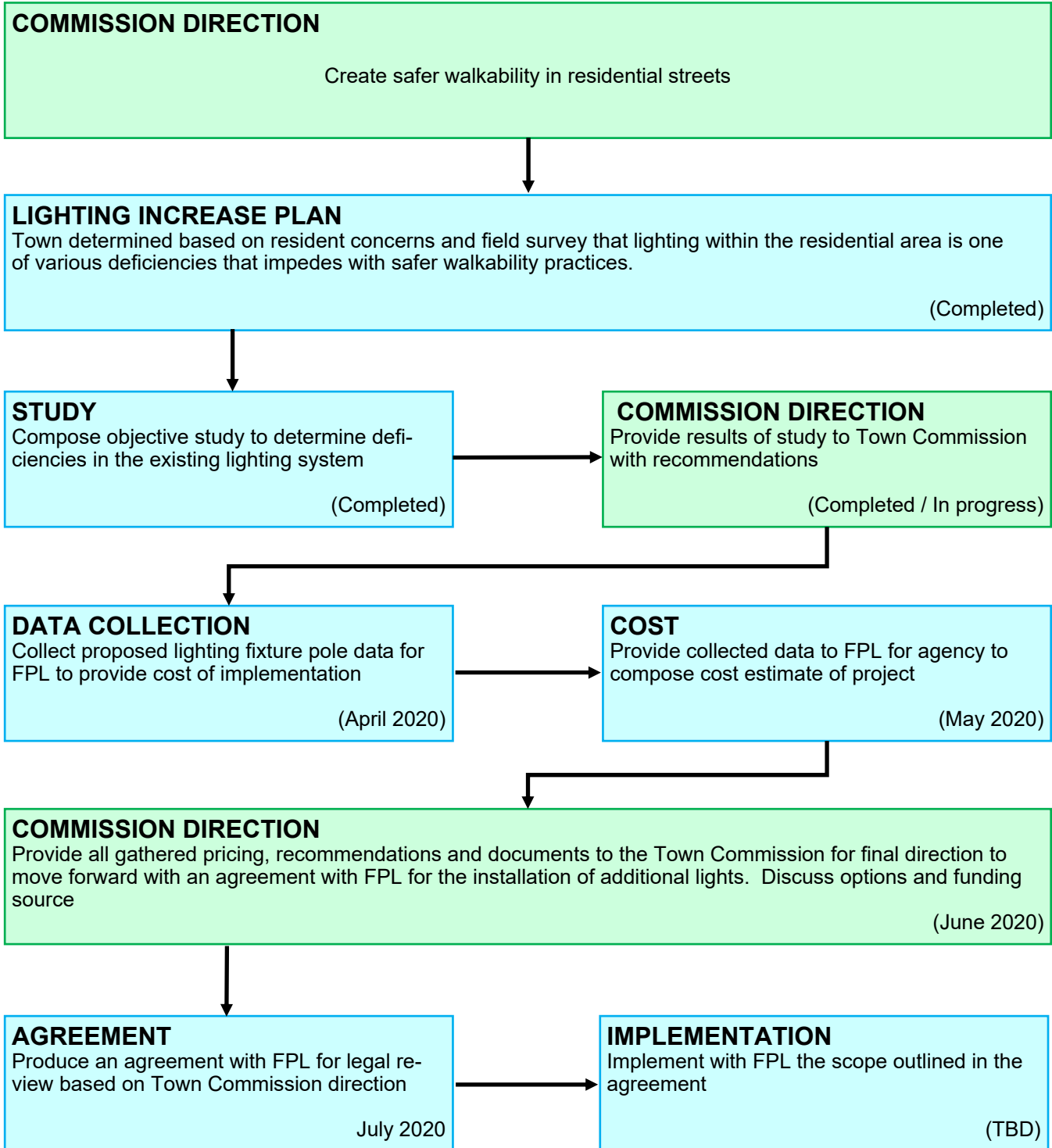
Reviewed by: HG/RS

Prepared by: HG



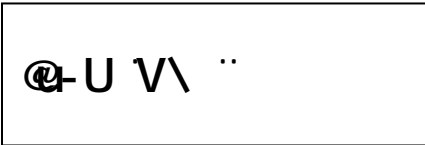
Town of Surfside Public Works Department Safer Walkability- Increased Lighting Plan

Update as of March 30th, 2020





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To: Honorable Mayor, Vice-Mayor and Members of the Town Commission
From: Guillermo Olmedillo, Town Manager
Date: February 28th, 2020
Subject: Analysis for Determination of Additional Lighting Locations in Residential Areas within the Town of Surfside

The Town of Surfside, in an effort to address pedestrian safety and promote walkability within the Town, recently partnered with Florida Power and Light (FPL) to upgrade all residential street lighting from high pressure sodium bulbs to Light Emitting Diodes (LED). The lighting upgrade project was completed in January 2020 with a total of 236 fixtures changed. After the conversion, the Public Works Department performed various nightly walkthroughs to evaluate the outcome of the conversion. As a result, a 33% increase in illumination per fixture was obtained. This determination was made by comparison of photometrics of both the new LED lighting and high-pressure sodium bulbs. Photometrics is the measurement of lighting. For the comparisons made, photometric data used was the surface coverage of lighting onto asphalt surface from both fixtures, before and after conversion.

Illumination is not uniform throughout the Town. Even after the FPL conversion project, various “dark” areas exist that continue to remain a hazard. The Town administration will proceed to perform an analysis on illumination deficiencies still present. In order to eliminate subjectivity in the determination of the location and number of new light fixtures and or poles to have uniform illumination at the pedestrian level, the Town administration will prepare an analysis that incorporates the following:

1. Use the technical specifications of the equipment in place already obtained from FPL.
2. Use the information that the Town has already collected on the location of light fixtures including previous lighting data.
3. Draw the area illuminated from each lighting fixture, using the technical specifications already obtained.
4. Produce a map (GIS or similar) with the proposed locations of new lights and or poles.

5. Propose a plan to add lights where pedestrian level lighting does not have uniform illumination and deficiencies determined

The proposed plan allows for a non-subjective determination of areas in need of additional lighting. The proposed plan will provide hazard areas based on existing and collected data. An alternative plan to have individuals estimate where additional illumination should go based on visual interpretation can lead to subjective results. The Town administration will move forward with the presented plan of analysis as per Town Commission direction. The results will be reported to the Town Commission through an update.

Reviewed by

Prepared by

TOWN OF SURFSIDE

Public Works Department

“Residential Street Lighting Photometric Analysis and Recommendations”

February 26, 2020

9293 HARDING AVENUE,
SURFSIDE, FL 33154
PHONE: (305) 861-4863

Prepared By:



Public Works Department



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ATTACHMENTS

- Appendix A – *“Town of Surfside Street Light Inventory”*- 1 Page
- Appendix B – *“Product Specification Photometrics”*- 3 Pages
- Appendix C – *“Street Light Photometric”* - 2 Pages
- Appendix D – *“Proposed Street Lights Map”*. - 1 Page



INTRODUCTION

The Town of Surfside is a coastal community within Miami-Dade County with approximately 5,844 residents based on 2017 population figures. The Town has various districts which include commercial high-rise, commercial retail and residential single family. Each of these districts has lighting infrastructure provided by different agencies. **Table A – “Lighting Inventory by Responsible Authority”** below outlines the total quantity of light fixtures per district and the responsible party for lighting maintenance:

Item Number	District	Responsible Party	Total # of Fixtures	Type of Fixture
1	Residential	FP&L	243	LED
2	Downtown Surfside	Town of Surfside	24	LED
3	A1A & Harding Ave	Miami-Dade County	62	High Pressure Sodium
4	Beach Ends	FP&L / Town of Surfside	11	HPS and LED

Table A – “Lighting Inventory by Responsible Authority”

Table A – “Lighting Inventory by Responsible Authority” is composed based on a Geographical Information System (GIS) mapping composed in 2018 by Town Engineer of Record (EOR), Calvin Giordano and Associates (CGA) and confirmed by the Town’s Public Works Department. The GIS map titled “Town of Surfside Street Light Inventory” can be found in **Appendix A – “Town of Surfside Street Light Inventory”**.

In late 2019, the Town of Surfside Commission approved the conversion of High-Pressure Sodium lights (HSP) throughout the residential area to Light Emitting Diode (LED) with the objective of minimizing operating costs for night-time illumination of public right of way and increase effectiveness of illumination. The lighting upgrade project was completed in January 2020 with a total of 236 fixtures changed. After the conversion, the Public Works Department performed various nightly walkthroughs to evaluate the outcome of the conversion. As a result, a 33% increase in illumination per fixture was obtained. This determination was made by comparison of photometrics of both the new LED lighting and high-pressure sodium bulbs. Photometrics is the measurement of lighting. For the comparisons made, photometric data used was the surface coverage of lighting onto asphalt surface from both fixtures, before and after conversion. The photometrics of the previous high sodium pressure bulbs (HPS) and recently installed LED fixtures can be found in **Appendix B – “Product Specification Photometrics”**.

Currently, Florida Department of Transportation (FDOT) is working with Miami-Dade County (MDC) and is scheduled to convert a portion of street lights on A1A and Harding Avenue for fiscal year 2021-2022 to LED. Additionally, the Town of Surfside converted all Town maintained street lights to LED already. During the February 2020 Town Commission meeting, the Town Commission gave direction to the Town Manager to proceed with performing a street lighting analysis in order to determine where additional lights are needed.



OBJECTIVE

Increase the quantity of residential street lighting fixtures with locations non-subjectively selected with the purpose to create safer walkability by increasing illumination during evening hours.

Illumination is not uniform throughout the Town. Even after the conversion project within the residential area, various “dark” areas exist that continue to remain a hazard for walkability during night-time hours. **Picture A** – “*Photograph of Dickens Avenue and 92nd street*” below shows the composition of dark areas and light areas as they pertain to a residential street block within the Town.



Picture A – “*Photograph of Dickens Avenue and 92nd street*”

The Town Administration performed an analysis based on information gathered and field visits in order to increase the quantity of residential street lighting fixtures with locations non-subjectively selected with the purpose of creating safer walkability by increasing illumination.



during evening hours. Furthermore, a **Recommendation and Conclusion** section is provided in this analysis report to assist with Town Commission direction decision.

METHODOLOGY

In order to eliminate subjectivity in the determination of the location and number of new light fixtures to have uniform illumination at the pedestrian level, the analysis by Town administration incorporated the following items:

- Use the technical specifications of the equipment in place already obtained from FPL. This involved the comparison of photometric charts of both HPS bulbs and LED fixtures which are included in **Appendix B** – *“Product Specification Photometric”*.
- Use the information that the Town has already collected on the location of light fixtures including previous lighting data in order to overlay photometric chart data onto existing GIS maps provided in **Appendix A** – *“Town of Surfside Street Light Inventory”*.
- Draw the area illuminated from each lighting fixture, using the technical specifications already obtained onto in **Appendix A** – *“Town of Surfside Street Light Inventory”* in order to create **Appendix C** – *“Street Light Photometric”*.
- Produce a map (GIS or similar) with the proposed locations of new lights and or poles after item number 1, item number 2 and item number 3 have been evaluated. **Appendix D** – *“Proposed Street Lights Map”*.

Based on the findings, **Table C** – *“Recommendation Table”* was composed which incorporates the findings of the analysis and makes various illumination goals depending on the number of lighting fixtures proposed. This analysis does not include cost figures or cost estimates.



ANALYSIS

The analysis for residential street light photometric is provided in this section. The analysis is based on the proposed methodology that was presented to the Town Commission during the February 2020 Town Commission General Meeting.

Use the technical specifications of the equipment in place already obtained from FPL. This involved the comparison of photometric charts of both HPS bulbs and LED fixtures which are included in **Appendix B – “Product Specification Photometrics”**.

Both photometric data for high pressure sodium bulbs and LED fixtures were compared side by side. Two distances were obtained for each lighting system; these are the longitudinal distance and width distance. Longitudinal distance is referring to the distance on each side of the fixture and width distance is the distance in front of the fixture. Both distances vary depending on the height of the fixture installation. Based on the information gathered from product specification photometrics, **Table B – “Lighting Coverage by Fixture”** below was composed to present findings.

Item Number	Type of Fixture	Longitudinal Distance (Feet)	Width Distance (Feet)	Finding Source
1	High Pressure Sodium	50	40	Field Measurement
2	High Pressure Sodium	70	50	Specification Sheet
3	LED	85	40	Field Measurement
4	LED	75	20	Specification Sheet

Table B – “Lighting Coverage by Fixture”

Table B – “Lighting Coverage by Fixture” also presents field measurements of each fixture as there was a difference in field conditions to product specification conditions. The difference was the height of installation. The Town of Surfside has fixtures installed higher than presented in product specification by a total of 5 feet with a margin of error of 3 feet. Based on findings, an average of both measurements was taken and presented in **Table C – “Lighting Coverage by Fixture Average”** as shown below:

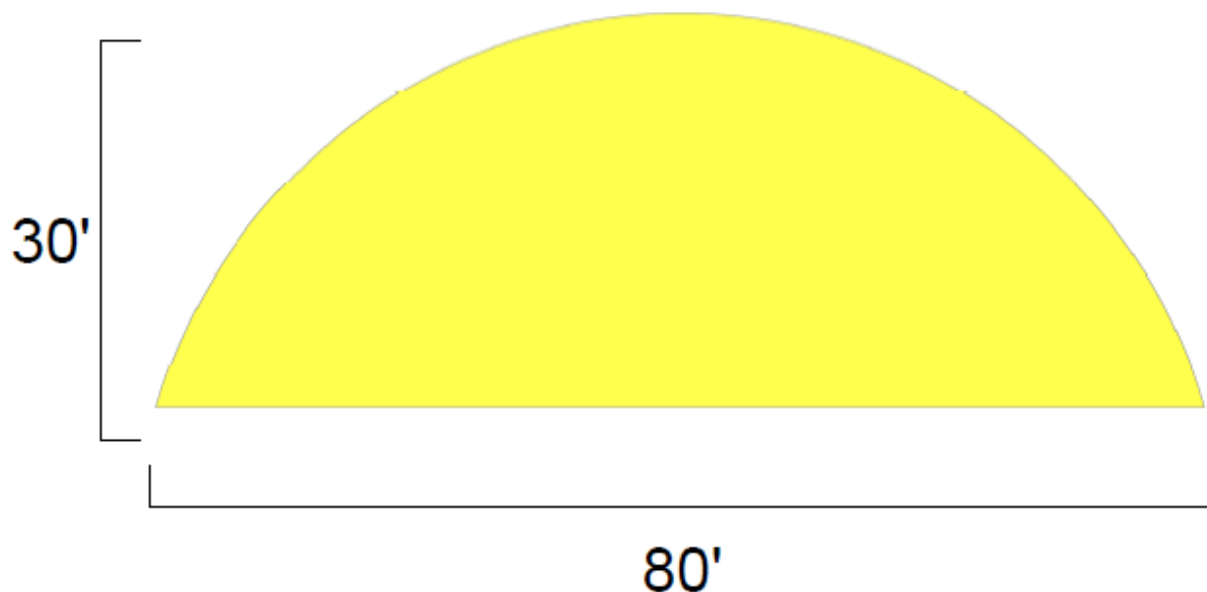
Item Number	Type of Fixture	Longitudinal Distance (Feet)	Width Distance (Feet)	Finding Source
1	High Pressure Sodium	60	45	Average
2	LED	80	30	Average

Table C – “Lighting Coverage by Fixture Average”



It is worth noting that the figures present are the effective lighting of each light based on their design intent. Each fixture covers areas greater than shown in **Table B** – “*Lighting Coverage by Fixture*” but these areas are dimmer and not effective lighting areas. Secondly, **Appendix B** – “*Product Specification Photometrics*” provides photometrics in a disformed shape which resembles a dis-figured circle. For the purpose of this analysis, the photometric impact area was averaged and converted to a defined semi-circle. **Picture B** – “*Photometric Impact Area*” below presents the averaged fixture coverage area that was used for the analysis.

DIMENSIONS



Picture B – “*Photometric Impact Area*”

Picture B – “*Photometric Impact Area*” will be referred to as the illumination zone for the remainder of the analysis. It was used as an overlay onto residential street maps in order to determine areas that are not receiving effective illumination coverage. Furthermore, there is a 6-foot to 8-foot offset from above ground utility poles to light fixture (light source) which is due to the arm length of each lighting fixture. This distance was taken into consideration. Lastly, non-effective lighting behind each lighting fixture was not taken into account. This is because these areas are not considered walkable areas and are of private property majority. Additionally, measurements of these areas illumination by LED lighting fixtures is difficult due to private property lighting distortion.



Use the information that the Town has already collected on the location of light fixtures including previous lighting data in order to overlay photometric chart data onto existing GIS maps provided in **Appendix A** – “Town of Surfside Street Light Inventory”. Draw the area illuminated from each lighting fixture, using the technical specifications already obtained onto in **Appendix A** – “Town of Surfside Street Light Inventory” in order to create **Appendix C** – “Street Light Photometric”.

Appendix A – “Town of Surfside Street Light Inventory” was used to assess the areas currently obtaining illumination and compared to the areas not receiving. Based on findings, there are currently an average of 3.00 lighting fixtures per block. Page 2 of **Appendix A** – “Town of Surfside Street Light Inventory”, lays out a typical section of a Town block. A Town block from street to street along the same avenue in the residential area is approximately 525 linear feet. Based on the average amount of lights, a total of 240 linear feet out of the entire 525 linear feet of a typical block has illumination. Therefore, it was determined that the average lighting per typical block is approximately 45%. **Diagram A** – “Typical Lighting Per Block Diagram”, below creates a visual representation of the 45% illumination of an average typical roadway.



Diagram A – “Typical Lighting Per Block Diagram”

In **Diagram A** – “Typical Lighting Per Block Diagram”, the entire strip represents a typical block along an avenue from street to street. For example, Garland Ave from 89th Street to 90th Street. The yellow sections represent the illumination zone. The black sections represent the areas where minimal to no illumination is present. Since this is an average representation of actual field conditions, it has been simplified for analysis purposes. As previously stated, even though the average coverage per existing LED fixture is 40 feet each way (80 feet total), the fading effect of each fixture may add additional coverage. The fading effect is the dimming of the illumination as the distance from the point of origin increases. The fading effect distance was not used in the analysis because it is not considered optimal illumination. The following pictures provide a reality perspective to **Diagram A** – “Typical Lighting Per Block Diagram”.



Picture C – *“Town of Surfside Night-time Aerial on 02-21-2020”*



Picture D – *“Town of Surfside Night-time Aerial on 02-21-2020 “*



Produce a map (GIS or similar) with the proposed locations of new lights and or poles after item number 1, item number 2 and item number 3 have been evaluated. **Appendix D** – “Proposed Street Lights Map”.

Propose a plan to add lights where pedestrian level lighting does not have uniform illumination and deficiencies determined.

During the evaluation of all information, it was determined that 45% of the single-family residential areas right of way within the Town are illuminated. This is based on the lighting illumination per street as an average. Prior to determining locations of additional lights, various variables needed to be considered. The considerations are as follows:

- Number of existing above ground utility poles existing
- Number of existing above ground utility poles with transformers
 - a. Accessibility to transformers if a proposed pole does not have one
 - b. Capacity of transformer
- Location of street where poles are located and if cross alternation can take place (each side of the street)
- Illumination percentage goal

45% existing illumination was based on 3 lighting fixtures per block average. In order to increase illumination, new lighting fixtures need to be added. The current infrastructure allows for additional lighting fixtures since poles either have a transformer or, are within the proximity of a pole with a transformer. To be within the proximity, the nearest pole with transformer needs to be within 2 poles distance. The current lighting fixture spread alternates with every other pole having a fixture. On average, a residential block has 6 poles and 2 transformers.

Based on two neighborhoods surveyed with optimal lighting, 90% illumination was the targeted percentage goal. 90% allows for illumination visibility throughout as lighting transition from one lighting fixture to the next. The 2 neighborhoods surveyed had the same single-family residential style as Town of Surfside. The neighborhoods were as follows:

- North Bay Village – Single Family Residential Area
- Normandy Isle, Miami Beach Single Family Residential Area

Appendix D – “Proposed Street Lights Map” proposes a total of 133 new fixtures along street blocks in the residential area in order to achieve 90% illumination. This figure breaks



down to an additional 3 fixtures per Town block. In the creation of **Appendix D** – “Proposed Street Lights Map”, some Town blocks have proposed 2 additional lighting fixtures and other more than 3 additional lighting fixtures. Even though the average is 3 additional light fixtures per block, some have proposed less since there is an intersection pole that provides block illumination. All proposed locations have an existing pole so only fixture and connection to a transformer are needed. For the most part, all transformers have the capacity for additional lighting fixture. Transformer capacities need to be confirmed with FP&L. The following pictures show areas within Miami-Dade County (MDC) with 90% illumination. The same logic for determination of light percentage in Town of Surfside as used to determine illumination percentages in these areas.



Picture E – “North Bay Village Night-time Aerial on 02-21-2020”



Picture F – “Normandy Isles Night-time Aerial on 02-21-2020”



Picture G – *“Normandy Isles Night-time Aerial on 02-21-2020”*



RECOMMENDATION AND CONCLUSION

The analysis was based on 90% illumination which is the maximum number of lighting fixtures to existing poles. **Table C** – “*Recommendation Table*” presents the number of additional fixtures with respective illumination percentage for various options. Refer to table below:

Item number	Number of Additional Lights (Overall)	Average Additional Lights per Block	Illumination Percentage	Comments
1	0	3	45%	No Change
2	89	4	60%	N/A
3	112	5	76%	N/A
4	133	6	90%	Appendix D

Table C – “*Recommendation Table*”

At this time, there is no cost estimate for each of the recommendations of **Table C** – “*Recommendation Table*”. Cost estimate will involve coordination with Florida Power and Light (FP&L). Currently, the provided recommendations are based on using existing pole infrastructure. Based on Town Commission direction, a cost estimate can be composed for proposed recommendation options. Any cost estimates pertaining to light fixtures operated by another agency need to be coordinated. In this case, cost estimate needs to be coordinated with Florida Power and Light (FPL).

Some additional considerations include:

- How will additional lighting fixtures in the Right of Way impact the quality of life of residents.
 - Light infiltration into private property
- Other options for increase walkability safety
 - Mid-level pedestrian lighting options
 - Alternative walking options such as sidewalks
 - Enhancing other infrastructure options such as;
 - Thermoplastic striping of roadway markings
 - Roadway Lighting options which include ground and signage lighting

This report was composed using the existing infrastructure present to add additional lighting fixtures to gain an increase in illumination percentage. The proposed locations of the lighting fixtures were based on existing locations of above ground utility poles.



Appendix A

“Town of Surfside Street Light Inventory”

1 Page

Legend

 City Boundary

 Parcels

Owner

 Surfside

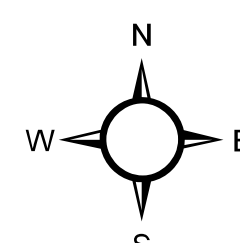
 FPL

 Miami-Dade County



Town of Surfside Street Light Inventory

Print Date: 11/7/2018



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EXCEPTIONAL SOLUTIONS™



Appendix B

“Product Specification Photometric”

3 Pages

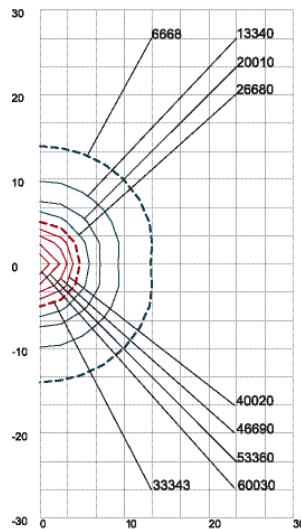
Photometric Data

E-17 High Pressure Sodium

BK No.	Lamp Watts	Description	Rated Life	Initial Lumens	Mean Lumens	CRI	CCT(K)
112	35	35W/E-17/HPS/MED/Clear	24,000	2,250	2,025	20	2,100
113	35	35W/E-17/HPS/MED/Diffuse	24,000	2,150	1,935	20	2,100
104	50	50W/E-17/HPS/MED/Clear	24,000	4,000	3,600	21	2,100
105	50	50W/E-17/HPS/MED/Diffuse	24,000	3,800	3,420	21	2,100
108	70	70W/E-17/HPS/MED/Clear	24,000	6,300	5,670	21	2,100
109	70	70W/E-17/HPS/MED/Diffuse	24,000	5,860	5,270	21	2,100
120	100	100W/E-17/HPS/MED/Clear	24,000	9,500	8,550	21	2,100
121	100	100W/E-17/HPS/MED/Diffuse	24,000	8,800	7,920	21	2,100
122	150	150W/E-17/HPS/MED/Clear	24,000	16,000	14,400	21	2,100
123	150	150W/E-17/HPS/MED/Diffuse	24,000	15,000	13,500	21	2,100

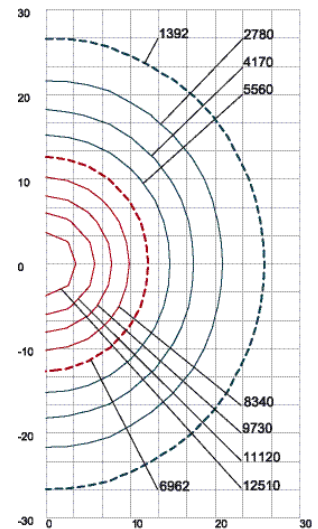
Lumen & Candela Conversion Multipliers	
100W	.60
70W	.40
50W	.25
35W	.14

NARROW SPOT



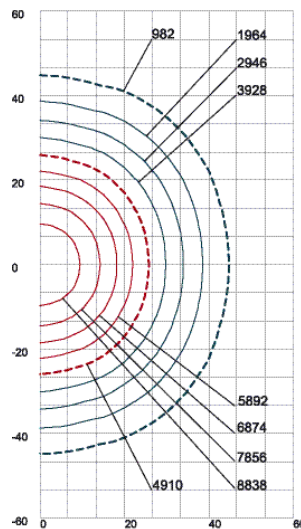
B-K FILENAME : TY11-150-NS-HPS CLEAR-ITLIES
 Lamp: 150W Clear B-17 High Pressure Sodium
 IES Beam Type: 24 x 2V
 Max. Candela: 66686 at 0°H 0°V
 Beam Spread (at 50% Max CD): 33343 at 10°H 10°V
 Field Spread (at 10% Max CD): 6668 at 26°H 26°V
 Total Lumens: 3237

SPOT



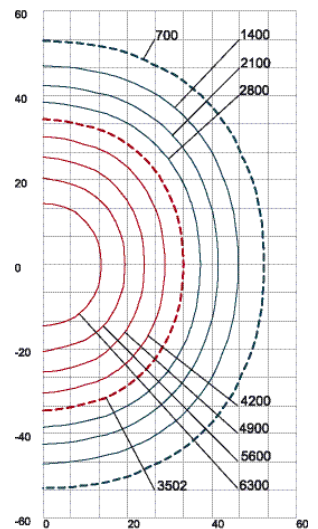
B-K FILENAME : TY11-150-SP SPECULAR-HPS CLEAR-ITLIES
 Lamp: 150W Diffuse B-17 High Pressure Sodium
 IES Beam Type: 41 x 4V
 Max. Candela: 13924 at 0°H 0°V
 Beam Spread (at 50% Max CD): 6962 at 24°H 26°V
 Field Spread (at 10% Max CD): 1392 at 51°H 53°V
 Total Lumens: 3659

FLOOD



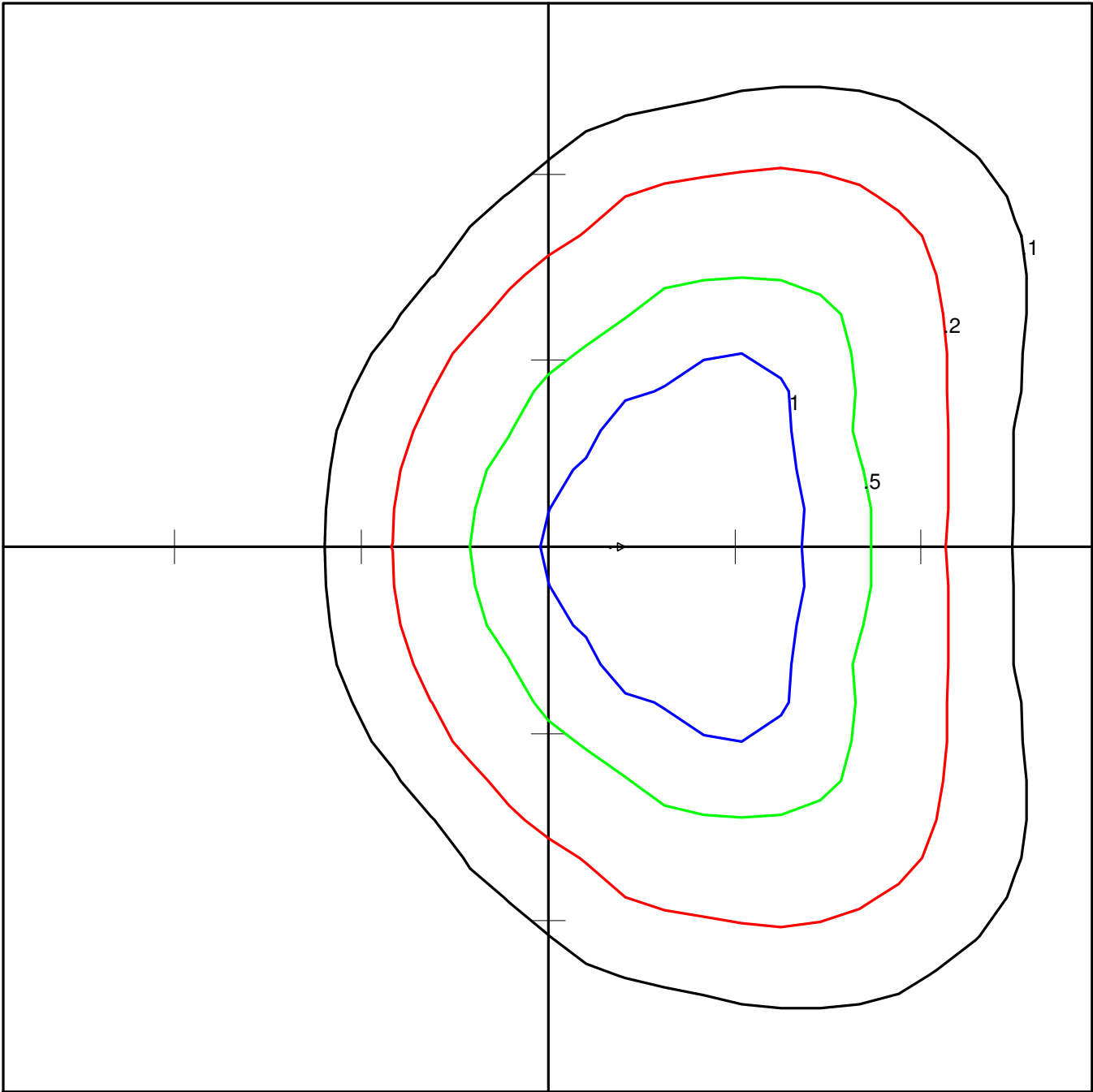
B-K FILENAME : TY11-150-FL-HPS COATED-ITLIES
 Lamp: 150W Diffuse B-17 High Pressure Sodium
 IES Beam Type: 51 x 5V
 Max. Candela: 9821 at 0°H 0°V
 Beam Spread (at 50% Max CD): 4910 at 52°H 52°V
 Field Spread (at 10% Max CD): 982 at 90°H 90°V
 Total Lumens: 3237

WIDE FLOOD



B-K FILENAME : TY11-150-WF-HPS COATED-ITLIES
 Lamp: 150W Diffuse B-17 High Pressure Sodium
 IES Beam Type: 81 x 6V
 Max. Candela: 7004 at 0°H 0°V
 Beam Spread (at 50% Max CD): 3502 at 67°H 66°V
 Field Spread (at 10% Max CD): 700 at 105°H 106°V
 Total Lumens: 5559

Photometric Toolbox



Cree, Inc
 RSWS-A-HT-3ME-5L-30K7-UL-xxxx
 Formed BMC housing, prismatic plastic lens, white inner
 reflector
 24 white LEDs

Horizontal Footcandles
 Scale: 1 Inch = 20 Ft.
 Light Loss Factor = 1.00
 Lumens Per Lamp = N.A. (absolute photometry)
 Luminaire Lumens = 5000
 Mounting Height = 24.00 Ft
 Maximum Calculated Value = 1.74 Fc
 Arrangement: Single
 Arm Length = 8 Ft






Appendix C




“Street Light Photometric”

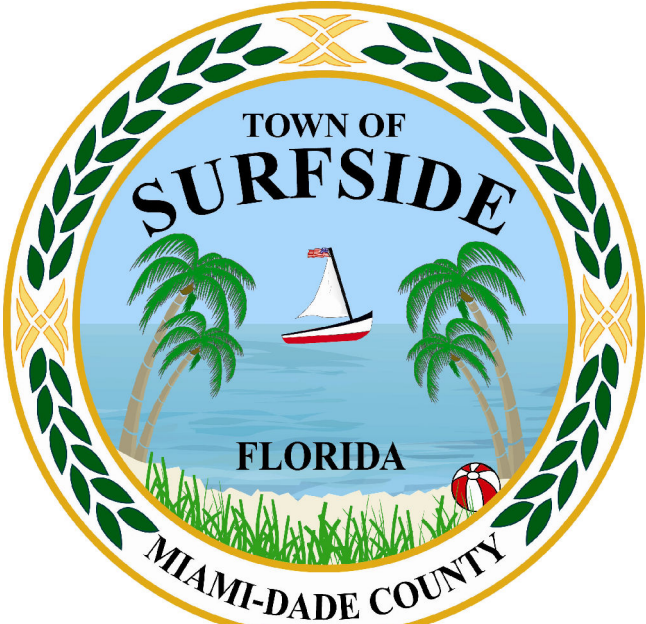
2 Pages

Legend

-  City Boundary
-  Parcels
-  Illumination Zones

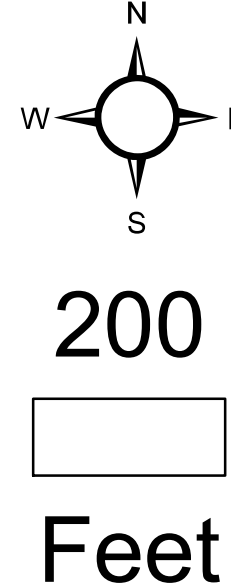
Owner (Count)



-  Surfside (83)
-  FPL (243)
-  Miami-Dade County (68)




Town of Surfside Street Light Inventory

Print Date: 2/3/2020

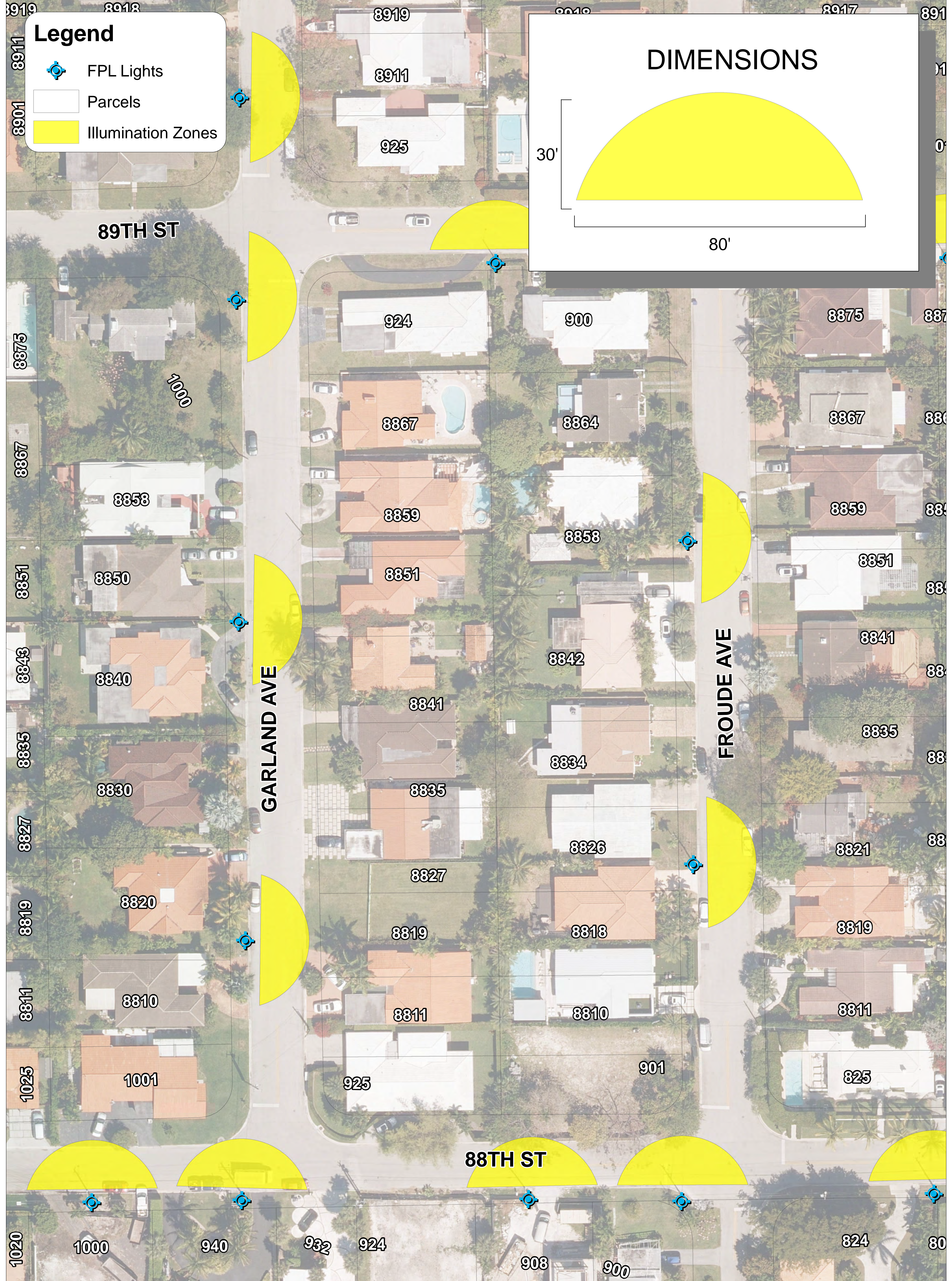
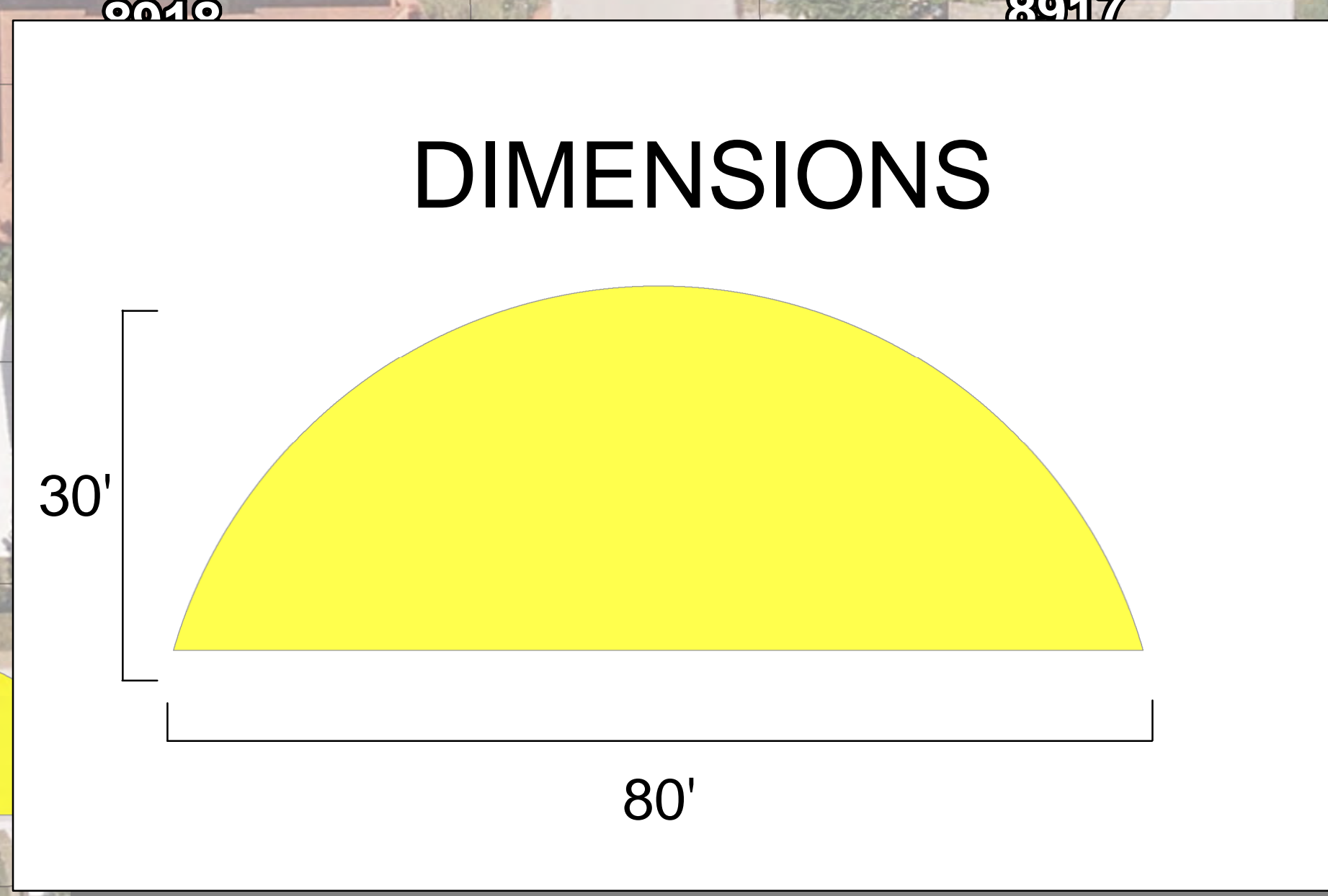



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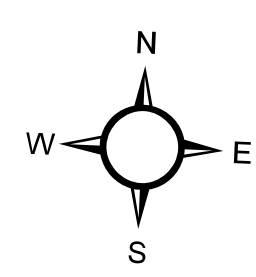
Legend

-  FPL Lights
-  Parcels
-  Illumination Zones

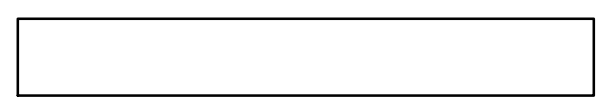


Town of Surfside Block 19 Street Light Photometrics

Print Date: 2/5/2020



75



Feet









Appendix D





“Proposed Street Lights Map”

1 Page

Legend

-  City Boundary
-  Parcels
-  FPL Illumination Zones
-  Proposed Illumination Zones

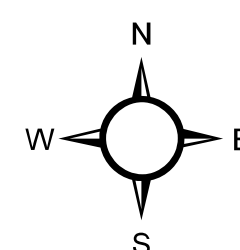
Owner (Count)

-  Proposed (133)
-  Surfside (83)
-  FPL (243)
-  Miami-Dade County (68)

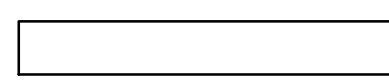


Town of Surfside Street Light Inventory

Print Date: 2/18/2020



400



Feet

1 inch = 200 feet



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Geographic Information Systems Services



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To: Honorable Mayor, Vice-Mayor and Members of the Town Commission,
From: Guillermo Olmedillo, Town Manager
Date: April 21, 2020
Subject: Lowering of Property taxes and Water Bills

At the March 24, 2020 Special Commission Meeting, Town Administration was directed to provide information on lowering property taxes and water bills.

April 14 through April 21, the Town's Finance Director has meet with the Commissioners to discuss the state of the Town's finances including the financial position of the Town's General Fund and Water & Sewer Fund. With the budget season starting, the Commission will have the opportunity to provide policy direction which forms the basis of the Town's Budget. On June 1, 2020, the Town will receive the Miami-Dade Property Appraiser Assessment Roll Estimate which will help guide the Town's Administration toward the goal of lowering the financial impact to Town residents.

Reviewed by: GO

Prepared by: JDG



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Thank you for your interest FPL SolarTogetherSM
 The program is fully subscribed and the waitlist is closed.

The SolarTogetherSM program is an easy and affordable option for customers to share in the economic and environmental benefits of Florida based large-scale solar while receiving monthly bill credits on their FPL bill.

At this time, the Commercial, Industrial and Governmental portion of the program is fully subscribed. And, due to overwhelming interest, the waitlist has reached maximum subscription and is closed. We will continue to find new and innovative ways to bring even more solar to Florida and will announce future program opportunities.

Reduce your energy costs while achieving your sustainability goals



Benefits

- Offset up to 100 percent of your energy usage (subject to availability)
- Renewable Energy Credits (RECs) are retired on your behalf
- Receive bill credits immediately



Economics

- Simple payback between 5-7 years
- Fixed monthly subscription rate
- Escalating bill credits
- No maintenance, operational or insurance costs



Terms

- No upfront cost
- No long term contract
- Subscription is transferable to another store or location
- Subscription cannot be sold or transferred to another customer

How the program works

1. Determine your subscription share by selecting the amount of energy you wish to offset – up to 100% of your energy usage can come from solar
2. Calculate your monthly subscription cost based on the fixed subscription rate of \$6.76/kW multiplied by your subscription share
3. Estimate your monthly subscription credit based on your subscription share multiplied by the amount of solar energy produced multiplied by the subscription credit rate

100 kW subscription example



FPL SolarTogether Subscription

100 kW subscription share
x \$6.76/kW fixed subscription rate

Your Monthly Subscription Cost

\$676



Solar Energy Produced

190 hrs per month
x 100 kW subscription share

19,000 kWh solar energy



Subscription Credit

19,000 kWh solar energy produced
x \$0.03405/kWh subscription credit rate/kWh

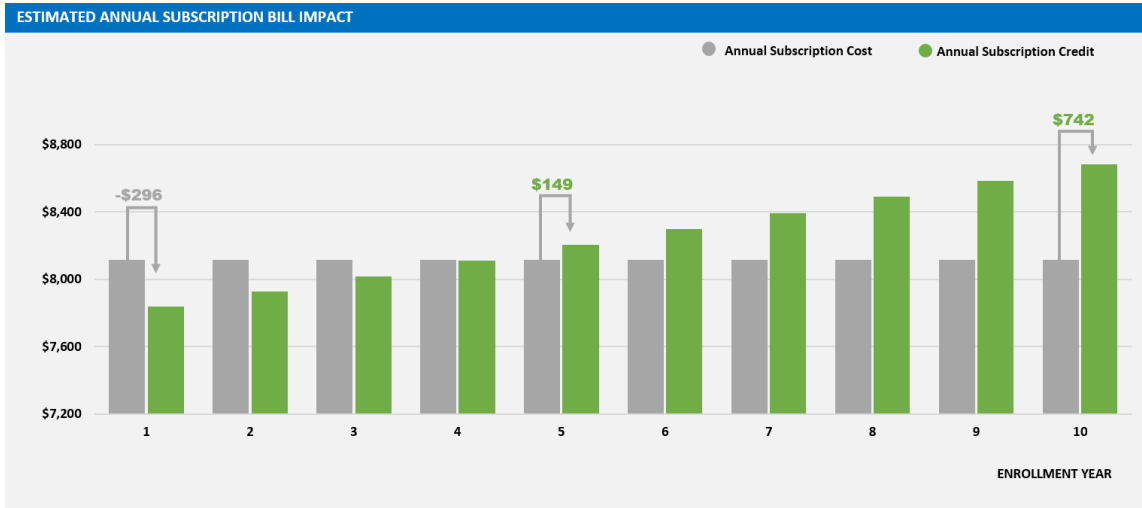
Your Monthly Bill Credit

\$647

That means you get solar energy for just **\$29** for the month!*

* Illustrative examples presented here for discussion purposes only, program charges and credits will be established per the Florida PSC approved tariff.

And over time, the annual benefits are forecasted to exceed the costs.



The graph above shows the estimated bill impact over a ten-year period for a 100 kW subscription example. While the annual subscription cost remains the same year after year, due to the fixed nature of the subscription rate, the annual subscription credit grows annually. In the first year of a 100 kW subscription, program participation would cost approximately \$296, which is the difference between the subscription cost of \$8,112 and the credit of \$7,816. By year five, the annual subscription remains \$8,112 and the credit grows to \$8,261, so the credit exceeds subscription cost by \$149. By year ten, the cost of the subscription is still \$8,112 and the credit is now \$8,854 for the year, increasing the credit difference by \$742.

Have Questions?

View our frequently asked questions (<https://www.fpl.com/energy-my-way/solar/solartogether-res/faq.html>).



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Agenda #:

Date: May 5, 2020

From: Vice Mayor Tina Paul

Subject: Climate Environmental Collective - revised

Objective – Establish a Climate Environmental Collective to deal with climate change as it relates to health, economics, new technologies, and infrastructure innovations for coastal Issues and develop communication campaigns that keep the public informed and promote a strong and healthy town.

Consideration – At the April 14, 2020 Special Town Commission meeting, a decision to abolish the Sustainability and Resiliency Committee was made by the Commission with the decision to include a Sustainability and Resiliency board member on all Town Boards and Committees. While this approach is progressive, the concern of many residents for issues facing a coastal community as a result of Climate Change remains a priority.

The question is, do we want to be progressive or become more radical in our approach?

We've witnessed the triumph of environmental activist Greta Thunberg, who has gained international recognition as a teenager promoting awareness of the reality that humanity is facing an existential crisis arising from climate change. Instead of forming a Task Force or Board or Committee, the Climate Environmental Collective will consist of individuals who work together on ideas and solutions without relying on internal hierarchies.

We can benefit from persons with experience that may include: an Environmental Engineer or Specialist, Water Researcher, Health Practitioner, Marine or Atmospheric Scientist, Oceanographer, Biologist, Economist, Information Technology or Coder, and Graphic Artist. Membership will be diverse and inclusive of residents with all levels of expertise or enthusiasm for Surfside's environment.

The Town Manager recently hired a Resiliency Officer who has been working on specific projects from the previous commission. The new Sustainability members on Town Boards and Committees will work on issues with each Board and Committee; the Climate Environmental Collective can compliment their work. Environmental issues need to be approached as a whole, to assure genuine consideration of climate change, sea-level rise, carbon footprint, renewable energy and green infrastructure strategies with an additional focus on public health. The Collective's meetings do not need paid Consultant experts, or to be televised, and only require a meeting place and minimum staff assistance. It is essential for this Collective to be recognized as an integral part of the Town.

Recommendation – Approve the Climate Environmental Collective because Climate Change and Sea Level Rise is today and if we wait, it will be too late. We are living through Covid-19 now and as a Zoonotic disease it is a direct result of Climate Change and deforestation. The actions needed to combat this pandemic are the same actions we need to confront Climate change. This issue has never been more important, adding a Collective to present ideas and solutions at a minimal cost can actually be invaluable.

LOGO - *Climate Enviromental Collective*





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Date: 10-5-2020

Prepared by: Commissioner Eliana Salzhauer

Subject: Amending Town Code Sec. 2-233 & 2-237

Objective: The Current Town Code contains loopholes in **Sec. 2-233. - Conflict of interest** and **Sec. 2-237. - Disclosure of business relationships**

The goal of amending this section is to ensure that all Town Business is conducted with full transparency and integrity. Two (2) recommended changes are outlined below.

Consideration: Relationships that influence decisions can be based on more than a financial stake. Leadership roles and relationships in the nonprofit world can similarly influence outcomes. It is important for Elected Officials and Board Members to disclose ALL relationships to persons and issues coming before them, including those based on unpaid service at a nonprofit.

Please review Surfside Town Code Sections 2-233 & 2-237 at the following links for background***

Sec. 2-233. - Conflict of interest.

https://library.municode.com/fl/surfside/codes/code_of_ordinances?nodeId=PTIICO_CH2A_D_ARTVIICOET_S2-233COIN

Sec. 2-237. - Disclosure of business relationships.

https://library.municode.com/fl/surfside/codes/code_of_ordinances?nodeId=PTIICO_CH2A_D_ARTVIICOET_S2-237DIBURE

Recommendations:

1) To amend Section 2-233 (6) as follows, to include the disclosure of employees and officers their direct or indirect interest in any NONPROFIT business relationship.

(6) Employees and officers shall disclose to the town clerk, upon a form created by the town clerk, any direct or indirect interest in any for profit **(or non-profit)** business relationship and any interest in real property which the employees and officers hold with any other employee or officer;



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2) To amend Section 2-237 (a) (1) to include (g) an additional definition of the term “Business Relationship” that recognizes the unique and material influence of serving together in a leadership role at a nonprofit.

(g) The member of the town commission, town board or committee serves in a nonprofit or volunteer capacity on another Board or Committee with the interested person.

*****The relevant sections of the Town Code are excerpted below to facilitate discussion:**

Sec. 2-233. - Conflict of interest.

[SHARE LINK TO SECTIONPRINT SECTIONDOWNLOAD \(DOCX\) OF SECTIONEMAIL SECTIONCOMPARE VERSIONS](#)

To avoid misunderstandings and conflict of interests, which could arise, the following policy will be adhered to by employees and officers of the town. This policy is in accordance with F.S. § 112.311 et seq., code of ethics for public officers and employees.

(1)

Employees and officers shall not accept any gifts, favors, or services that may reasonably tend to improperly influence them in the discharge of their official duties;

(2)

Employees and officers shall not use or attempt to use their position to secure special privileges or exemptions for themselves or others;

(3)

Employees and officers shall not accept employment or engage in any business or professional activity, which they may reasonably expect, would require or induce them to disclose confidential information acquired by them by reason of their official position;

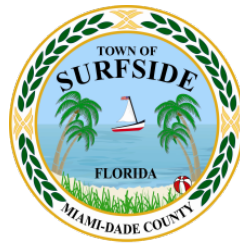
(4)

Employees and officers shall not disclose confidential information gained by reason of their official position, nor shall they otherwise use such information for their personal gain or benefit;

(5)

Employees and officers shall not have personal investment in any enterprise, which will create a conflict between their private interest and the public interest;

(6)



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Employees and officers shall disclose to the town clerk, upon a form created by the town clerk, any direct or indirect interest in any for profit business relationship and any interest in real property which the employees and officers hold with any other employee or officer;
(7)

In addition to the foregoing, town commissioners shall disclose to the town clerk, upon a form created by the town clerk, any direct or indirect interest in non-homesteaded real property located within the town within 30 days upon purchasing said property. (Upon the passage of this article, the town commissioners shall have 30 days from the effective date, to file disclosure.) Thereafter, the town commissioners will be required to file the real property disclosure in accordance with this sub-paragraph (7) on a yearly basis along with his/her Form 1. However, if for any reason the town clerk does not receive same, s/he shall, in writing and via certified mail, request such official who has failed to file the required disclosure to do so. Thereafter, failure to make this filing, within ten days from receipt of the clerk's notice, shall result in the same penalties as failure to file a Form 1 disclosure as required by the county and state.

(Ord. No. 1474, § 2, 4-10-07)

Sec. 2-237. - Disclosure of business relationships.

[SHARE LINK TO SECTIONPRINT SECTIONDOWNLOAD \(DOCX\) OF SECTIONEMAIL SECTIONCOMPARE VERSIONS](#)

(a)

Definitions. For purposes of this section, the following words, terms and phrases shall have the meanings as indicated below:

(1)

Business relationship. A member of the town commission or a town board has a business relationship with an applicant, Interested Person or entity if any of the following exist:

a.

The member of the town commission or town board or committee has any ownership interest, directly or indirectly, in excess of one percent in the entity.

b.

The member of the town commission, town board or committee is a partner, co-shareholder or joint venturer with the interested person in any business venture.

c.



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The entity or interested person is a client of the member of the town commission, town board or committee, or a client of another professional working for the same employer as the member of the town commission, town board or committee.

d.

The member of the town commission, town board or committee is a client of the entity or the interested person.

e.

The entity or interested person is a customer of the member of the town commission, town board or committee (or his or her employer) and transacts more than five percent of the business in a given calendar year of the member of the town commission, town board or committee (or his or her employer) or more than \$25,000.00 of business in a given calendar year; or

f.

The member of the town commission, town board or committee is a customer of the entity or the interested person and transacts more than five percent of the business in a given calendar year of the entity or interested person or more than \$25,000.00 of business in a given calendar year.

(2)

Applicant. Any individual or entity requesting action of the town and all persons representing such individual or entity (including, but not limited to, all attorneys, architects, engineers and lobbyists), and any individual who, directly or indirectly, owns or controls more than five percent of any such entity requesting action of the town.

(3)

Interested person. Any person who speaks for or against any resolution or ordinance before the town commission or for or against any matter before any town board or committee who has a direct financial interest in the action (including, but not limited to, vendors, bidders and proposers), except that owner-occupied residential property owners shall not be deemed to have a direct financial interest in zoning and/or land use decisions that may affect their property or the value thereof.

(b)

Disclosure of business relationships.

(1)

Time of disclosure. Except as prohibited by law, each member of the town commission or any town board or committee shall disclose the existence of any business relationship of



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which he or she is aware that he or she has, or has had within the prior 24-month period, with any applicant or interested person, at the time that the applicant or interested person appears before the town commission, town board or committee.

(2)

Disclosure subsequent to action taken. Except as prohibited by law, if a member of the town commission or any town board or committee learns, within 30 days after action is taken in connection with any applicant or interested person appearing before the town commission or town board or committee, that he or she had a business relationship with any applicant or interested person who appeared before the town commission or town board or committee, he or she shall disclose such business relationship in writing to the town clerk that was not disclosed at the initial meeting.

(3)

Establishment of business relationship after appearance. Except as prohibited by law, if a member of the town commission or any town board or committee establishes a business relationship with any applicant or interested person within 12 months after the applicant or interested person appeared before the town commission or town board or committee, the member of the town commission or town board or committee shall disclose such business relationship in writing to the town clerk.

(4)

Abstention. In any situation where a member of the town commission or town board or committee discloses a business relationship under this section, the member may abstain from voting or acting on an item because of the appearance of a possible conflict of interest.

(5)

Failure to disclose. If any member of the town commission or town board or committee believes that another member has willfully failed to make a disclosure required under this section, he or she may submit evidence supporting the alleged failure to disclose to the town manager, who shall place the item on the next available regular town commission agenda. If three or more members of the town commission determine that an accused town commissioner willfully failed to make the required disclosure, the accused town commissioner shall be deemed to be censured. If three or more members of the town commission determine that an accused member of a town board or committee has willfully failed to make a required disclosure, the accused board or committee member shall be removed from the board or committee. The town commission has primary jurisdiction to



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enforce this section and no such authority is conferred on the Miami-Dade Commission on Ethics and Public Trust to investigate alleged failures to disclose business relationships under this section.

([Ord. No. 19-1695](#), ;s 2, 3-12-19)



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To: Honorable Mayor, Vice-Mayor and Members of the Town Commission
From: Guillermo Olmedillo, Town Manager
Date: May 12, 2020
Subject: Beachwalk Trimming

At the April 7th 2020 Special Commission Meeting, Town Administration was directed to provide a plan for the trimming of sea grapes (*COCCOLOBA UVIFERA*) located along the dune preserve areas within the Town of Surfside extents. Currently, the service is performed by Town Landscape Contractor as an additional service not included in maintenance contract. In order to obtain the best possible pricing, the Public Works Department contacted various contractors in order to obtain proposals for services.

After confirming with the Florida Department of Environmental Protection (FDEP), no permit is required for the trimming of sea grapes as long as certain maintenance requirements are met. The Department (FDEP) will exempt maintenance of sea grapes seaward of the Coastal Construction Control Line from the permitting requirements of Chapter 161, Florida Statutes, when the maintenance will not damage or destroy the plant. The Department (FDEP) has determined that the maintenance will not destroy the plant when following the guidelines listed below:

Shrub(s):

- Less than 72" in height.
 - No more than one third of the leaf mass of each plant may be removed in a single pruning event or in a single year

Trees(s):

- 6' in height, or more.
 - No more than one third reduction in the height of each tree annually,
 - Provided there is no more than one third of the leaf mass removed, annually.
 - Pruning shall not result in plant being reduced to less than six feet in height.

A total of three landscape contractors provided proposals for the trimming of all dune area sea grapes as per provided FDEP guidelines. The companies and their respective proposals were as follows:

1. Brightview Landscaping, \$10,452.00
2. Green Republic, LLC., \$35,200.00
3. Superior Landscaping, \$15,644.05

After reviewing all proposals submitted, Town Administration recommends contracting services with Brightview Landscaping for a total amount of \$10,452.00 for the trimming of existing sea grapes along dune area within Town of Surfside extents as per FDEP guidelines. Funding source for project is Ground Maintenance Account # 001-5000-539-5404. The account has \$16,250.00 allocated for sea grape maintenance.

Reviewed by: RS/HG

Prepared by: HG

Green Republic, LLC
 15495 Sw 117th St
 Miami, FL 33196 US
 7865537381
 raul@greenrepubliclandscaping.com
 www.greenrepubliclandscaping.com

Estimate

ADDRESS
Town of Surfside FL 9293 HARDING AVENUE SURFSIDE, FL 33154

SHIP TO
Town of Surfside FL 9293 HARDING AVENUE SURFSIDE, FL 33154

ESTIMATE #	DATE	
1207	05/07/2020	

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	MISCELLANEOUS	86 to 96 and Collins trimming of 33% of seagrapes	80	440.00	35,200.00

Price includes trimming of Seagrapes no more than 33%.
 No more than 1/3 reduction in the height
 Pruning.
 No more than 1/3 leaf mass removal.

TOTAL **\$35,200.00**

Accepted By

Accepted Date

Proposal for Extra Work at Surfside

Property Name	Surfside	Contact	Hector Gomez
Property Address	9293 Harding Ave Surfside, FL 33154	To	Town of Surfside
		Billing Address	9293 Harding Ave Surfside, FL 33154
		Customer PO#	FY2000232
Project Name	Sea grape trimming along Hard Pack MAY AND SEPTEMBER		
Project Description	Trim all lower branches to allow visibility under Sea Grape trees for Surfside Police Department		

Scope of Work

QTY	UoM/Size	Material/Description	Unit Price	Total
52.00	HOUR	Arbor Crew- 3 Man Crew	\$201.00	\$10,452.00
1.00	EACH	ALL SEA GRAPE TREES TO BE TRIMMED IN MAY AND SEPTEMBER TO ALLOW FOR VISIBILITY UNDER TREE CANOPY	\$0.00	\$0.00

For internal use only

SO# 7208552
JOB# 353900077
Service Line 300

Total Price \$10,452.00

THIS IS NOT AN INVOICE

This proposal is valid for 60 days unless otherwise approved by BrightView Landscape Services, Inc.
2711 SW 36 St, Dania Beach, FL 33312 ph. (954) 431-1111 fax

TERMS & CONDITIONS

- The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only, contained or referred to herein. All materials shall conform to bid specifications.
- Work Force:** Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.
- License and Permits:** Contractor shall maintain a Landscape Contractor's license, if required by State or local law, and will comply with all other license and permit requirements of the City, State and Federal Governments, as well as all other requirements of law.
- Taxes:** Contractor agrees to pay all applicable taxes, including sales tax where applicable on material supplied.
- Insurance:** Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Client/Owner, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,000,000 limit of liability.
- Liability:** Contractor shall indemnify the Client/Owner and its agents and employees from and against any third party liabilities that arise out of Contractor's work to the extent such liabilities are adjudicated to have been caused by Contractor's negligence or willful misconduct. Contractor shall not be liable for any damage that occurs from Acts of God are defined as those caused by windstorm, hail, fire, flood, earthquake, hurricane and freezing, etc. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this agreement within sixty (60) days. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Client/Owner or not under Client/Owner management and control shall be the sole responsibility of the Client/Owner.
- Subcontractors:** Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
- Additional Services:** Any additional work not shown in the above specifications involving extra costs will be executed only upon signed written orders, and will become an extra charge over and above the estimate.
- Access to Jobsite:** Client/Owner shall provide all utilities to perform the work. Client/Owner shall furnish access to all parts of jobsite where Contractor is to perform work as required by the Contract or other functions related thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the owner makes the site available for performance of the work.
- Invoicing:** Client/Owner shall make payment to Contractor within fifteen (15) days upon receipt of invoice. In the event the schedule for the completion of the work shall require more than thirty (30) days, a progress bill will be presented by month end and shall be paid within fifteen (15) days upon receipt of invoice.
- Termination:** This Work Order may be terminated by the either party with or without cause, upon seven (7) work days advance written notice. Client/Owner will be required to pay for all materials purchased and work completed to the date of termination and reasonable charges incurred in demobilizing.
- Assignment:** The Owner/Client and the Contractor respectively, bind themselves, their partners, successors, assignees and legal representative to the other party with respect to all covenants of this Agreement. Neither the Owner/Client nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with Contractor or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization.
- Disclaimer:** This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknown or otherwise hidden defects. Any corrective work proposed herein cannot guarantee exact results. Professional engineering, architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Owner. If the Client/Owner must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Client/Owner directly to the designer involved.

- Cancellation:** Notice of Cancellation of work must be received in writing before the crew is dispatched to their location or Client/Owner will be liable for a minimum travel charge of \$150.00 and billed to Client/Owner.

The following sections shall apply where Contractor provides Customer with tree care services:

- Tree & Stump Removal:** Trees removed will be cut as close to the ground as possible based on conditions to or next to the bottom of the tree trunk. Additional charges will be levied for unseen hazards such as, but not limited to concrete brick filled trunks, metal rods, etc. If requested mechanical grinding of visible tree stump will be done to a defined width and depth below ground level at an additional charge to the Client/Owner. Defined backfill and landscape material may be specified. Client/Owner shall be responsible for contacting Underground Service Alert to locate underground utility lines prior to start of work. Contractor is not responsible damage done to underground utilities such as but not limited to, cables, wires, pipes, and irrigation parts. Contractor will repair damaged irrigation lines at the Client/Owner's expense.
- Waiver of Liability:** Requests for crown thinning in excess of twenty-five percent (25%) or work not in accordance with ISA (international Society of Arboricultural) standards will require a signed waiver of liability.

Acceptance of this Contract

Contractor is authorized to perform the work stated on the face of this Contract. Payment will be 100% due at time of billing. If payment has not been received by BrightView within fifteen (15) days after billing, BrightView shall be entitled to all costs of collection, including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Client/Owner. Interest at a per annum rate of 1.5% per month (18% per year), or the highest rate permitted by law, may be charged on unpaid balance 30 days after billing.

NOTICE: FAILURE TO MAKE PAYMENT WHEN DUE FOR COMPLETED WORK ON CONSTRUCTION JOBS, MAY RESULT IN A MECHANIC'S LIEN ON THE TITLE TO YOUR PROPERTY

Customer

Property Manager

Signature

Title

Hector Gomez

May 06, 2020

Printed Name

Date

BrightView Landscape Services, Inc. "BrightView"

Account Manager, Senior

Signature

Title

Victor Perez

May 06, 2020

Printed Name

Date

Job #: 353900077 **Proposed Price:** \$10,452.00
SO # 7208552

SUPERIOR

LANDSCAPING & LAWN SERVICE, INC.

P.O. Box 35-0095 · Miami · FL · 33135-0095
Office (305) 634-0717 · Fax (305) 634-0744
www.superiorlandscaping.com

Proposal
Date

25194
5/12/2020

Customer/Billing Information

Town of Surfside Public Work Dept.
9293 Harding Ave
Surfside FL 33154
305-209-2270
Hector Gomez

Job Site Information

Surfside Sea Grapes

33154

Job Description

This proposal consist of the following services:

The Town of Surfside to trim all the Sea Grapes in the Dune area as per FDEP guidelines below:

- * (80) Trees
- * 6' in height, or more
- * No more than one third reduction in the height of each tree annually
- * Provided there is no more than one third of the leaf mass removed, annually
- * Pruning shall not result in plant being reduced to less than six feet in height
- * The Sea Grapes are located on the walking path behind the Surf Club project from 88th Street to 96th Street. On Average, trees are approximately 8'-12' in height.
- * Clean up and removal of all debris generated by this work

Total Price \$ 15,644.05

If an item or service is not specifically detailed or included in the proposal provided then it is excluded and has not been not considered for pricing

Thank you for your consideration of this proposal. If you have any questions, please contact Julio Lumbi at (305) 634-0717

Guarantee: Superior Landscaping & Lawn Service, Inc. is not liable or responsible for any loss, repair or replacement of any of the above mentioned due to high winds, hail, lightning storms, heavy rains, vandalism, floods, heat, construction, insect plagues or infestation, inadequate irrigation, tornadoes, hurricanes or other Acts of God.

ACCEPTANCE OF PROPOSAL

WHEREFORE, Contractor and Owner, or Owner's Agent, have accepted the scope and terms of this proposal. Owner or Owner's Agent gives express permission to Contractor to enter said property and confirms that it is clear from any hidden danger or defects.

Owner or Owner's Agent

By: _____
Name: _____
Title: _____
Date: _____

Contractor:

Superior Landscaping & Lawn Service, Inc.
By: _____
Name: _____
Title: _____
Date: _____

Thank you for your business!



MEMORANDUM

ITEM NO. 9R

To: Honorable Mayor, Vice-Mayor and Members of the Town Commission
From: Jason Greene, Interim Town Manager
Date: September 10, 2020
Subject: Community Center Pool Deck Lighting

As requested at a prior Commission meeting, the Parks and Recreation Department has looked into an engineering firm to assist in the feasibility and basic design criteria to purchase portable or permanent pool deck lighting. This analysis would include a review of all Florida Building Code (FBC) and Town of Surfside Code of Ordinances covering turtle protection, and the Florida Department of Environmental Protection (DEP) and Florida Fish and Wildlife Commission (FWC) guidelines. Please note that a recommendation by RC Engineering, Inc. was that feasibility study would have a very low possibility of a positive outcome. Please see attached (Item A).

Additional annual operational costs would include additional staff, utilities, and pool chemicals. The estimated cost for temporary LED lights would be approximately \$60,000. The estimated cost for permanent pool deck lighting to include LED lights would be approximately \$255,000. This cost does not include engineering fees, feasibility fees, or permitting cost.

Pool deck lighting has been an agenda item numerous times for review and recommendation by the Parks and Recreation Committee. Based on the cost along with minimum public demand for lights/night swim for the months of November through March, the Committee's recommendation was to not move forward. Also included in the committee's recommendation was the storage, setup and breakdown issues with portable lighting.

The staff is requesting direction from the Town Commission to move forward with the process.

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Pool Lighting
Surfside, Florida
2020-05-06
RC Engineering Inc.
David Rice PE

Requirements:

Florida Building Code (FBC)

454.1.4.2 Lighting

454.1.4.2.1 Outdoor Pool Lighting

3 footcandles at pool water surface and pool wet deck and underwater lighting ½ watt per sq. ft.

454.1.4.2.3 Underwater Lighting

Underwater lighting can be waived if 15 footcandles At pool water surface and pool wet deck.

Surfside Code of Ordinance, Article VI,

Lighting Regulations for Marine Turtle Protection

Section 34.84 Lighting Standards for Coastal Construction Activities

Conclusion:

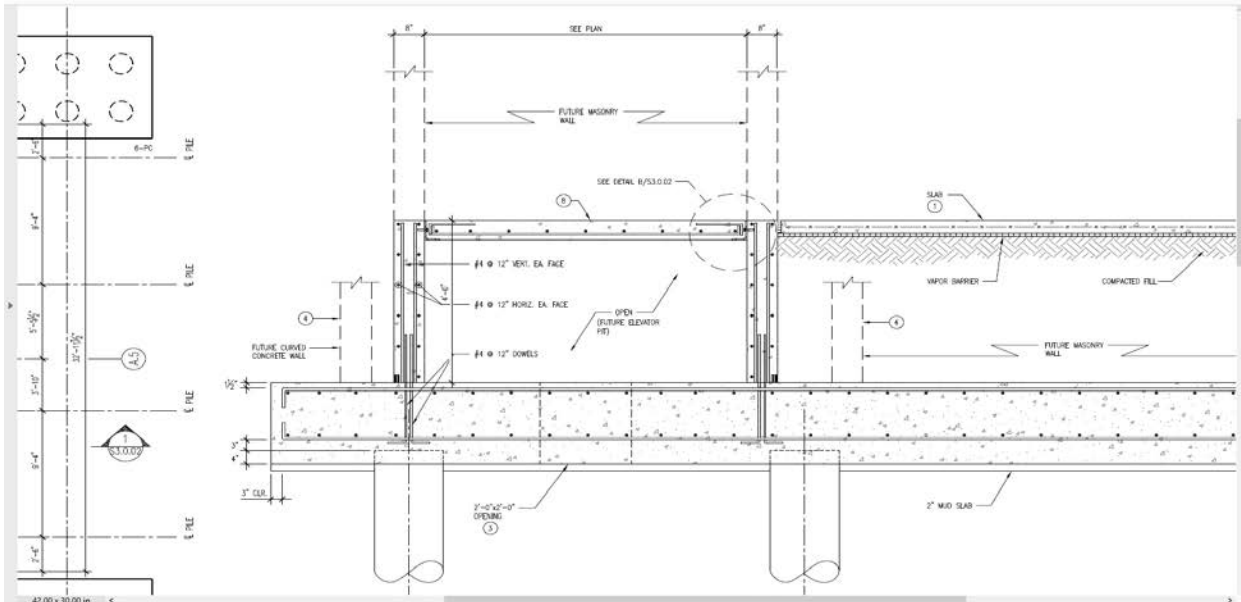
The Florida Building Code (FBC) and the Surfside Code of Ordinance covering turtle protection sets very strict requirements for installing outside pool lighting at a beach. A feasibility study would have to be performed to determine if the outside pool lighting is possible. The cost for a feasibility study would be based on hourly rates. The total cost for a feasibility study could easily exceed \$5,000.00.



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To: Honorable Mayor, Vice-Mayor and Members of the Town Commission
From: Guillermo Olmedillo, Town Manager
Date: May 12, 2020
Subject: Community Center Second Floor

The Town of Surfside Community Center was designed and constructed under the provisions of the Florida Building Code 3rd Edition (2007) including consideration for a second story according to the approved structural plans specifically sheet S3.0.02. An elevator pit and section of the roof structure not continuous or poured separately from the rest of the roof slab. This portion of the slab that was pinned in place to be removed at some future time to accommodate an elevator shaft. These two elements were left in the design and constructed accordingly to allow said future second story. This area is now known as "Fish Bowl". No other elements have been found on the approved plans or records. Nothing in the design and construction of the Community Center precludes a second story from being designed and built at some future date. Note the present code in-force is the Florida Building Code 6th Edition (2017). Aforementioned details taken from sheet S3.0.02 of the approved plans below.



Reviewed by: MR/RP

Prepared by: MR/RP



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To: Honorable Mayor, Vice-Mayor and Members of the Town Commission
From: Jason Greene, Interim Town Manager
Date: August 25, 2020
Subject: Designated (Painted) Walking Areas in the Residential District

At the April 16th, 2020 Special Commission Meeting, Town Administration was directed to provide a plan to create designated (painted) pedestrian areas in the single-family residential district. The Town Administration reviewed implemented plans in nearby municipalities to determine available options and related costs.

Due to width limitations of residential roadways and the shared purpose of roadways for vehicular circulation, parking, pedestrian and non-motorized vehicles, the Town Commission should consider creating only one designated (painted) walking areas along the roads. In addition, the Town Commission should also give direction indicating the streets to be considered. The minimum allowed sidewalk width for the American Disability Act (ADA) purposes is 36-inches. For purposes of the designated (painted) walking area, a 5-foot width is considered for use which is a typical residential concrete sidewalk width.

A typical Town block within the residential area is approximately 240-feet wide from west to east and 635-feet long from north to south. For purposes of pricing, a typical unit block will be considered as 875-feet which includes the combination of 240-feet wide from west to east and 635-feet long from north to south. For example, a typical block with proposed designated (painted) walking area can be Carlyle Avenue from 90th Street to 91st Street (northern) and Carlyle Avenue to Dickens Avenue along 91st street (eastern).

Picture A – “Typical Unit Block” below outlines a visual representation of a typical unit block and proposed pathway along one side of street and avenue.



Picture A – “Typical Unit Block”

The Town reviewed previous projects by City of Miami Beach, Bay Harbor Islands and obtained private market pricing from vendors in order to determine a unit cost per typical block. As a result, **Table A – “Cost Options”** below was composed in order to provide cost options for various designated walking areas in the residential district:

Option Number	Description of Option	Cost per Linear Feet	Total Cost Per Block	Town-wide Implementation Cost
1	White Line Shared Lane	\$2.50	\$2,187.50	\$135,625.00
2	Green Cover Shared Lane	\$45.00	\$39,375.00	\$2,441,250.00

Table A – “Cost Options”

Attachment A – “Visual Representations” provides a visual representation of each option as installed in actual locations and provides further description of each option. Due to existing roadway conditions and right of way encroachments, options are limited to the ones presented.

In order to implement any type of additional shared lanes, Miami-Dade County would need to approve the proposed design since the roadways are under county jurisdiction. The application process requires an application along with corresponding documents such as engineered drawings. An engineer of record will be required for the composition of the documents. The Town currently has an open Request for Qualifications (RFQ) for ongoing engineering services. Based on the Town Commission direction and the results from the RFQ, an engineer of record can be picked to develop the documents required for County approval.

The Town Administration recommends that the Town Commission discuss the proposed options provided. Based on direction on 1) the streets to be impacted and 2) selection of one of the two eligible layouts, the Town administration will work with a qualified engineer after a contract is executed with an engineering firm via the current RFQ process in order to process the application and documentation required by Miami-Dade County.

Reviewed by: JG

Prepared by: HG



OPTION A - WHITE SHARED LANE

White shared lane samples were installed as part of a previous project within the Town of Surfside. In installed samples, the white shared lanes are of pavement paint material. The cost option is priced as thermoplastic marking which creates a reflection during night time and has a longer duration life.



OPTION B - GREEN COVER SHARED LANE

This option is typical of bicycle and shared use lanes. Shared use lanes are depicted by two arrows above bicycle icon. The option can be encountered along Byron Ave between 85th Street to 87th Street within the City of Miami Beach. The material is a proprietary material only applied by a limited amount of contractors. The bicycle icon can be removed or changed to a pedestrian similar to Option A.

LAST
REVISION
05/19/2020

DESCRIPTION:
OPTIONS FOR SHARED LANES

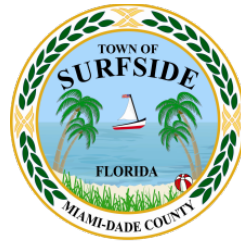


TOWN OF SURFSIDE

PAINTED LANES OPTIONS

SCALE:
N.T.S.

SHEET
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MEMORANDUM

ITEM NO. 9V

To: Honorable Mayor, Vice-Mayor and Members of the Town Commission
From: Guillermo Olmedillo, Town Manager
Date: April 14, 2020
Subject: Comparison of 2006 code to 2020 code

The attached tables describe the differences between the 2006 code and the 2020 code per zoning district. The most significant changes from the 2006 code are summarized below:

1. Single family district requires additional setbacks for second story and limits the square footage of a second story based on the percentage of the first story.
2. Single family homes have a 10-foot base flood elevation requirement versus 8 feet in 2006 in keeping with FEMA requirements.
3. Single family lot coverage (what can be seen under roof from above) currently has certain exclusions, such as patios. Previously, anything under roof qualified as lot coverage.
4. Multifamily properties on the east side of Harding Avenue can have a length up to 90 feet if there is a 17-foot gap in the façade. Previously, the requirement was a maximum of 50 feet with the option to go up to 100 feet with a 25-foot recess.
5. Multifamily properties on the west side of Collins Avenue can have a length up to 250 feet if there is a 17-foot gap in the façade versus 150 feet, however hotels are limited to 150 feet in length.
6. Significant landscape requirements for multifamily and hotel uses were added.
7. Height is limited by the Charter and has not been changed in any district. It should be noted that the increase in base flood elevation means that the first habitable floor is higher now than prior to 2006. However, height is measured from the crown of the road to the top of the building and therefore the increase in base flood elevation has not increased overall height.
8. Minimum window openings, design features and wall plane elevation changes were added to all zoning districts.

Single family waterfront lots		RS-1 (2006 Code)	H30A (2020 Code)
Height	Principal Building	30 ft	30 ft
	Accessory	12 ft	12 ft
Stories	2	2	2
	Base Flood Elevation	8 ft	10 ft
Lot Width (Min)	50 ft	50 ft	50 ft
	Lot area / dwelling (Min)	8,000 sq ft	8,000 sq ft
Lot Coverage (Max)	40%	40%	40%
	Minimum FI Area (Min)	2,500 sq ft	No minimum, changed to a maximum square footage for 2 nd floors
Primary	20 ft	20 ft	20 ft
	Interior side	5 ft	5 ft
Interior side for lots over 50 ft in width	10% of frontage	10% of frontage	10% of the frontage
	Second floor interior side setbacks	No additional setbacks required	An average of 5 – 10 additional feet depending on the size of the 2 nd story, not to exceed 80% of the first
Rear	20 ft	20 ft	20 ft
	Secondary (corner only)	10 ft	10 ft
Pervious Area (Min)	50% of front yard and 40% of rear yard to be landscaped.	50% of front yard and 40% of rear yard to be landscaped.	35% minimum pervious area for total lot. 50% of front yard and 20% of rear yard to be landscaped.

Single family interior lots		RS-2 (2006 Code)	H30B (2020 Code)
Height	Principal Building	30 ft	30 ft
	Accessory	12 ft	12 ft
Stories	2	2	2
	Base Flood Elevation	8 ft	10 ft
Lot Width (Min)	50 ft	50 ft	50 ft
	Lot area / dwelling (Min)	5,600 sq ft	5,600 sq ft
Lot Coverage (Max)	40%	40%	40%
	Minimum FI Area (Min)	1,800 sq ft	No minimum, changed to a maximum square footage for 2 nd floors
Primary	20 ft	20 ft	20 ft
	Interior side	5 ft	5 ft
Interior side for lots over 50 ft in width	10% of frontage	10% of frontage	10% of the frontage
	Second floor interior side setbacks	No additional setbacks required	An average of 5 – 10 additional feet depending on the size of the 2 nd story, not to exceed 80% of the first
Rear	20 ft	20 ft	20 ft
	Secondary (corner only)	10 ft	10 ft
Pervious Area (Min)	50% of front yard and 40% of rear yard to be landscaped.	50% of front yard and 40% of rear yard to be landscaped.	35% minimum pervious area for total lot. 50% of front yard and 20% of rear yard to be landscaped.

		RD-1 (2006 Code)			H30C (2020 Code)
Determination	Single family	Two-family	Multi-Family	Zoning District	
Height (Max)	Principal Building	30 ft	30 ft	30 ft	
	Accessory	12 ft	12 ft	12 ft	
Lot	Stories	2	2	2	
	Lot Width (Min)	50 ft	50 ft	50 ft	
	Lot area / dwelling (Min)	5,000 sq ft	2,500 sq ft	2,000 sq ft	
	Lot Coverage (Max)	Not Specified	Not Specified	Not Specified	
Setbacks (Min)	Minimum FI Area (Min)	1,800 sq ft	950 Sq ft	Based on use	
	Primary	20 ft	20 ft	20 ft	
Maximum frontage	Interior side	5 ft	5 ft	7 ft	
	Interior side for lots over 50 ft in width	10% of frontage	10% of frontage	10% of frontage	
	Rear	20 ft	20 ft	10 ft	
Pervious Area (Min)	Secondary (corner only)	10 ft, 15 ft on east west lots	10 ft, 15 ft on east west lots	10 ft, 15 ft on east west lots	
		100 feet with 25 foot recesses or 50 feet without recesses	100 feet with 25 foot recesses or 50 feet without recesses	100 feet with 25 foot recesses or 50 feet without recesses	
		50% of the front setback, 40% of rear setback	50% of the front setback, 40% of rear setback	90 feet subject to 3 conditions; and equivalency	
				20%	

		RM-1 (Old Code)		H40 (2020 Code)	
	Determination	Multi Family	Hotel & Motel	Width is ≤ 50 ft	Width is > 50 ft
Height (Max)	Principal Bldg	40 ft	40 ft	40 ft	40 ft
	Accessory	Not Specified	Not Specified	12 ft	12 ft
	Stories	3	3	1 and 2 family = 2 MF and Hotel = 3	1 and 2 family = 2 MF and Hotel = 3
Lot	Lot Width (Min)	75 ft	100 ft	50 ft	50 ft
	Lot area / dwelling (Min)	750 Sq ft	400 Sq ft	Not Specified	Not Specified
	Lot Coverage (Max)	Not Specified	Not Specified	Not Specified	Not Specified
	Minimum FI Area (Min)	Based on use	Based on Use	Not Specified	Not Specified
Setbacks (Min)	Primary*	20ft	20 ft	20 ft; 25 ft for portions above 30 feet; except historic bldgs.	20 ft; 25 ft for portions above 30 feet; except historic bldgs.
	Interior side	7 ft	7 ft	6 ft minimum or 10% of the total interior frontage up to 15 ft, whichever is greater	7 ft minimum or 10% of the total interior frontage up to 15 ft, whichever is greater
	Interior side for lots over 50 ft in width	10% of frontage	10% of frontage	6 ft minimum or 10% of the total interior frontage up to 15 ft, whichever is greater	7 ft minimum or 10% of the total interior frontage up to 15 ft, whichever is greater
	Rear	10ft	20 ft	10 ft	10 ft
Maximum frontage	Secondary (corner only)	10ft	10 ft	10 ft	10 ft
		150ft with 25 foot recesses or 75 feet without recesses	150ft for hotels, 150 ft, or up to 250 ft with equivalent gaps of 17 ft in width for multi-family	150 ft for hotels, 150 ft, or up to 250 ft with equivalent gaps of 17 ft in width for multi-family	150 ft for hotels, 150 ft, or up to 250 ft with equivalent gaps of 17 ft in width for multi-family
Pervious Area (Min)		50% of the front setback, 40% of rear setback	50% of the front setback, 40% of rear setback	50% of the front setback plus 20% of overall site	50% of the front setback plus 20% of overall site

*2006 code identified the "primary" front setback on a corner lot as the shorter of the two streets. This was modified in the current code to add that if the parcel is on Collins or Harding, that frontage becomes the primary front setback, regardless if the Collins or Harding portion of the lot is shorter. This to provide greater setbacks on Collins and Harding.

		RT-1 (2006 Code)		H120 (2020 Code)	
<u>Determination</u>		<u>Multi-Family</u>	<u>Hotel and Motel</u>	<u>Zoning District</u>	
Height (Max)	Principal Building	120 ft	120 ft	120 ft	
	Accessory	Not Specified	Not Specified	12 ft	
Lot	Stories	12	12	12	
	Lot Width (Min)	100 ft	150 ft	50 ft	
	Lot area / dwelling (Min)	400 Sq ft	Not Specified	Not Specified	
	Lot Coverage (Max)	Not Specified	Not Specified	Not Specified	
	Minimum FI Area (Min)	Based on use	Based on use	Based on use	
Setbacks (Min)	Primary	40 ft	40 ft	40 ft	
	Interior side	10 ft, additional side setbacks when the building exceeds 30 feet in height.	10 ft, additional side setbacks when the building exceeds 30 feet in height.	10% of the frontage, no less than 10 feet, additional side setbacks when the building exceeds 30 feet in height.	
	Rear	30 ft	30 ft	30 ft	
	Secondary (corner only)	20 ft	20 ft	10% of the lot frontage, no less than 20 feet	
Maximum frontage	150 ft	150 ft	150 ft		
Pervious Area (Min)	50% of the front setback	50% of the front setback	20%		



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To: Honorable Mayor, Vice-Mayor and Members of the Town Commission
From: Guillermo Olmedillo, Town Manager
Date: June 23, 2020
Subject: Stormwater Master Plan

At the April 28th, 2020 Special Commission Meeting, Town Administration was directed to report back to the Commission regarding the Town's statutory requirement for a Stormwater Master Plan. The following information relates to the requirements and uses for Stormwater Master Plan.

- If a municipality operates a stormwater utility (such as the Town does), a stormwater management program is required by FS 403.0891, which includes stormwater master plan for planning and improvement purposes per Rule 62-40.431(3)(d), Florida Administrative Rules. The County requires that National Pollution Discharge Elimination System (NPDES) regulations and best management practices are followed for water quality, which is a stormwater management program, not a stormwater master plan.
- The difference – A Stormwater Master Plan is a planning tool; the management program is a compliance tool.
 - The Stormwater Master Plan considers and models existing flooding areas (often identified by staff and residents) and future conditions (such as sea level rise) in order to:
 - Develop solutions to improve the flooding level of services (LOS)
 - Establish Future goals and regulations.
 - Recommend a capital improvement program that is both technically sound and financially supportable.
 - Provide a foundation for future policy decisions.
 - Incorporate and update the stormwater management plan in order to comply with state and federal National Pollutant Discharge Elimination System (NPDES) regulations.
- Most local governments have a Stormwater Master Plan and update it every 5-10 years to keep it current since it establishes the Capital Improvement Program (CIP) and helps stay in compliance with NPDES requirements.

The Town did commission the completion of portions of the plan (ICPR model) in 2008 as part of the infrastructure rehabilitation project but did not commission the completion of a complete Stormwater Master Plan.

To address the Commissions inquiries regarding costs of the plan, we have compiled the data on Stormwater Master Plan costs from other jurisdictions. These plans were publicly bid and not completed by CGA; they were completed by other engineering firms.

	SqMiles	Price	Year	Years ago	Avg CPI increase	Adjusted CPI Price	\$/SQ Mi
Port Ft Pierce	0.04	\$ 188,663.00	2018	2	2.50%	\$198,214.06	\$5,663,258.98
Bal Harbour Village	0.38	\$ 136,675.00	2014	6	2.50%	\$158,501.10	\$417,108.15
Golden Beach	0.32	\$ 168,800.00	2000	20	2.50%	\$276,598.46	\$864,370.17
Surfside	0.56	\$ 175,980.00	2020	0	2.50%	\$175,980.00	\$314,250.00
Key Biscayne	1.25	\$ 293,000.00	2011	9	2.50%	\$365,916.85	\$292,733.48

Reviewed by: JG/LA

Prepared by: CG



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Date: October 5, 2020
Prepared by: Commissioner Nelly Velasquez
Subject: Amend Tourist Board Ordinance

Objective: To ensure the proper spending of all Tourist funds by the tourist board.

Consideration: tourist board ordinance

Recommendation: Amend current Tourist Board Ordinance



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Date: 10-5-2020
Prepared by: Commissioner Eliana Salzhauer
Subject: Traffic Control Devices on 88th & Hawthorne Avenue

Objective: Give direction to Town Manager regarding the implementation, replacement, and/or removal of Surfside traffic signage that was not authorized by the County in advance.

Consideration: A resident complaint led to the County requesting removal of Surfside-specific traffic control signage. To comply with County directive, a Stop sign was removed from the corner of 88th & Hawthorne. Many residents have expressed their displeasure with this change and are concerned that the Stop sign removal presents a severe safety hazard. The Commission should discuss how to proceed in replacing such signage and how to handle future County directives.

Recommendation: Discuss options and give direction to Town Manager & Town Attorney.



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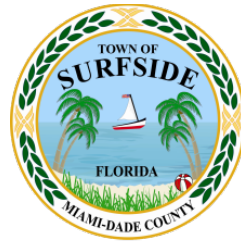
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Date: December 8, 2020
Prepared by: Mayor
Subject: Cancel Culture in Surfside

Objective: Reaffirm Surfside’s commitment to open and transparent government

Consideration: That Surfside’s elected official promote and encourage more speech and transparency, and stand against those who would silence opposing views.

Recommendation: Surfside Commission resolves to condemn Cancel Culture and those who promote it.

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THE MIAMI HERALD | SUNDAY, FEBRUARY 22, 2009 |
MiamiHerald.com/Neighbors | THE MIAMI HERALD | SUNDAY, FEBRUARY 22, 2009 |
MB

SURFSIDE

Officials fed up with 'Mayor's View'

■ Surfside's mayor Charles Burkett and town commissioners squabble over the mayor's criticisms in the town's newsletter.

BY ANGEL L. DOVAL
adoval@MiamiHerald.com

Surfside Mayor Charles Burkett will no longer get to publish his monthly column in the town newsletter after several commissioners criticized the column as overly political.

At a Feb. 10 meeting, the attempt to create guidelines for the Surfside Town Gazette — and eliminate Burkett's "Mayor's View" column — sparked fireworks.

After a heated argument pitting Burkett against Commissioner Steven Levine, the commission voted 4-1 to eliminate the column from the newsletter among other changes to the town publica-

tion. Burkett was the dissenting vote.

Levine said the mayor was "politicizing the Gazette" and called him "an assassinator" for his strong opinions and sharp chastisements of commissioners in print. At one point, Levine pounded his left fist on the dais.

In February's newsletter, Burkett wrote that he asked the commission to think carefully about calls to eliminate his or any elected official's ability to reach out to residents through the Gazette.

"I know I'm not the most popular person with my friends on the Commission right now . . . but I also know that silencing any voice on this commission would probably not be a great idea for any elected official to undertake," he wrote.

Levine and Commissioner Elizabeth Calderon also



BURKETT



LEVINE

objected to the price of the newsletter. It costs \$3,013 per month to publish 3,800 copies with an average of 12 pages per issue.

In an interview, Burkett told The Miami Herald that "this is not about policy, not about money. It's about the commission," he said.

Burkett and commissioners have clashed publicly over the town's proposed community center.

"They're not happy about what I'm writing. I'm informing the electorate about what is going on at these meet-

'They're not happy about what I'm writing. I'm informing the electorate about what is going on at these meetings.'

— CHARLES BURKETT, mayor of Surfside

ings," Burkett said.

The debate began when commissioners Levine and Calderon opened discussion on Gazette policies and guidelines. "These views just don't belong in the newsletter," Levine said at the meeting. "You are making the commissioners and the town look bad in the eyes of the residents and our visitors."

Burkett responded by saying that he has the right to write what he wants and that the commissioners have always been allowed to have their say in the newsletter.

Calderon suggested trimming the Gazette. "We can

save some money if we reduce the size of the newsletter by two pages," she said.

Levine responded: "The mayor is using up two pages so we can eliminate those."

He also told the mayor that his column could continue — online. "And you know what? It's free."

Burkett isn't happy about being relegated to the town website.

"And all the talk about using the website is garbage," he said. "The newsletter is already on the Web. And when they describe what I write as 'political,' well everything we do is political."

Site: www.dying2live.com.

Greetings from Canada:

You seem to have hit a nerve, by your courage to open the eyes of concerned Christians worldwide, and have brought the truth about what really is going on, in the Holy Land.

We will study your site thoroughly, and please don't let WND or Debka File discourage you, they are just Jewish propaganda media, who thrive on their own egos and arrogance, and promote hate news at the expense of God fearing freedom loving human beings.

There are 13 million Jews in the world, who threaten 6 billion humans' lives, with a nuclear holocaust, in order to expand their territory and dominate the middle east +.

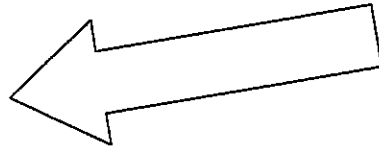
Israelis are not Jews and Jews do not represent Israel lawfully. Jews are occupying God's Land without God's permission. The Holy Bible shows us that Jews and Israel are two different Kingdoms, separated by King Rehoboam in 930 BC, and the the word JEW, which means Judah and Judaism, shows up in 2Kings16:5-6 [740 BC], FOR THE FIRST TIME. If God wanted the Jews to rule over Israel , our Holy Scriptures would say so, but Bible says the opposite and many American Politicians and Religious leaders have been hoodwinked.

I hope you continue your campaign for JUSTICE, and if I can help, let me know.

A. Deacon

Beautiful. God Bless You.

Peter A. Sahwell



Site: www.bmjournals.com

Peter A. Sahwell post on the General Medical Journal website:

Peter A. Sahwell,
consultant
private business
33154

Send response to
journal:
Re: It's Hard to Argue
with Facts

Whatever one thinks of Israel or Palestine, and forget about the rest of the Arab World, which is a human rights disaster and also has nothing to do with the propositions Dr. Summerfield puts forth, there can be no doubt that the Israeli military has deliberately savaged Palestinian society. Two years ago when the Israelis reoccupied most of the West Bank, there were innumerable reports of IDF personnel breaking into the offices of all manner of human services and cultural agencies and destroying written records, computer hard drives, and anything else that a people uses to record its own existence. Just two weeks ago, an IDF officer emptied his revolver into the lifeless body of a school girl, some 23 shots in all. And that's not an isolated incident. Women give birth in agony at checkpoints while IDF soldiers sit around doing nothing. Now there may be perfectly good hearted and progressive Israeli doctors and other citizens of that country who treat Palestinians humanely, but the structural injustice and inhumanity of the Israeli government and military toward the Palestian people, which started with European jews driving 700,000 Palestinians from their homes and literally razing some 420 of their villages in 1947-48, continues to this day. The documentation is endless and nauseating. There will be no peace until justice is done.

Competing interests: None declared

Memo: IN RESPONSE

As a Palestinian American and a Christian, I was doubly offended by Joyce Starr's April 11 column, Stop pogrom against Israel.

My grandfather was buried alive in Jerusalem's King David Hotel in 1946 when the Irgun Tzevai Leumi blew up the building in one of many acts of Zionist terrorism.

Few people realize the terror that accompanied the theft of Palestinian land that was the basis of the creation of the state of Israel. The massacre of Palestinian villagers in Deir Yassin and the hanged bodies of two British soldiers booby-trapped with hand grenades are two other notable atrocities. Palestinians were terrorized out of their homes, and half of all the Palestinian villages were quickly bulldozed out of existence, some 480 in all.

As a Christian, I recoil at the desecration of the Church of the Nativity by Israeli soldiers and am saddened by the Christian fundamentalists who yearn for Jews to crowd into Israel in fulfillment of their skewed reading of Scripture.

It should be the task of Christians worldwide to speak out against the insane violence being perpetrated by Israeli Prime Minister Ariel Sharon.

This is a man who was condemned even by his own government as responsible for the slaughter of Palestinian women and children in the Sabra and Shatila refugee camps, and who is currently under indictment in Belgium for crimes against humanity.

PETER SAHWELL
Surfside

Responses to Sahwell's letter:

Posted on Thu, Apr. 25, 2002

Not culpable

Peter Sahwell's April 23 letter states that Ariel Sharon "was condemned even by his own government as responsible for the slaughter of Palestinian women and children in the Sabra and Shatila refugee camps."

This isn't the case. Both the Israeli investigation and a New York court found that Lebanese Christian forces, not Sharon, perpetrated the massacre.

The Kahan Commission did reprimand him for not stopping the massacre once word leaked out. However, no evidence ever was produced that Sharon knew in advance that Christian militants were going to kill Muslim civilians as well as Muslim terrorists known to be in the camps.

As Menachem Begin said at the time: "Christians kill Muslims, and everyone blames the Jews."

DAVID HOSTYK

Hollywood

Posted on Fri, Apr. 26, 2002

British role in Mideast tragedies

IN RESPONSE

In his April 23 letter, *Israel created through terrorism*, Peter Sahwell wrote of the bombing of the King David Hotel as an example of ``Zionist terrorism."

It is interesting to note that in the 1940s the King David Hotel was the British military headquarters, not a civilian target.

It is fascinating to note that the "Jewish terrorists" were called to the King David before the explosion so that everyone could evacuate the building.

Unfortunately, the British responded by barring the doors and re- fusing to let people leave because they were indignant that a Jew should dictate to his majesty's government.

Sahwell's anger might be better directed toward the British, not only for the death of his grandfather but for their treatment of the Arabs, particularly in Jenin. Following the assassination of a British district commissioner by a Palestinian in Jenin in the summer of 1938, British authorities decided that a large portion of the town should be blown up as punishment.

On Aug. 25, 1938, a British convoy brought 4,200 kilos of explosives to Jenin for that purpose. According to a recently declassified British report, in that operation and on other occasions, Arabs were forced to drive "mine-sweeping taxis" ahead of British vehicles where Palestinian terrorists were believed to have planted mines, in order to reduce British casualties.

Last, the letter's headline is misleading -- unless one considers the United Nations's vote that created the state of Israel an act of terrorism.

RABBI KALMAN PACKOUZ

Miami Beach

Most recently, Sahwell criticized a column in the Miami Herald about Yasser Arafat.

Arafat didn't err

The Herald's Nov. 12 editorial *Death of Yasser Arafat* was one-sided. Three Israeli prime ministers, including the current one, engaged in terrorist acts. Also, the editorial repeats the belief that Arafat rejected a great opportunity at Camp David. In fact, the offer was a West Bank crisscrossed with roads under Israeli control, Israeli-controlled water resources and scattered Israeli Defense Force outposts.

The editorial calls the West Bank and Gaza Strip "disputed territories." Historically, the only countries using the term have been Israel and the United States. Ariel Sharon in 2003 finally uttered the truth when he told the Knesset, ``You may not like the word, but what's happening [in the West Bank and Gaza Strip] is occupation."

Some of Sahwell's more "local" writings

HERE'S HOPING MAYOR'S

RESPITE IS SHORT-LIVED

Editor,

Surfside Mayor Paul Novack deserves better. After years of honest and outstanding service in a county and state where politicians generally are slimeballs, he regrettably is not seeking reelection.

One can only hope this respite from elected office will be short-lived and that he comes back to a leadership position in county government or the School Board, or maybe even back to lead Surfside.

One cause of Mayor Novack exiting the stage at this time no doubt stems from the abuse heaped upon him by the Friends of Surfside Cats.

In a country that spends \$30 billion annually on pet care, yet allows one-quarter of its children to live in poverty, where many people have such a warped view of animals that they throw birthday parties for them, dress them up in cute outfits, and send them to spas, Friends of Surfside Cats typifies this sense of confused priorities.

Jay Senter, one of the group's main supporters, who doesn't even live in Surfside, wrote a Dec. 7 letter to Neighbors in which he waxed emotionally and nauseatingly about PeeWee, Bippy, Boppy, Ding-a-Ling (I'm not making this up) and all the other cute, frolicking feral cats.

That such a truly minor issue as feral cat colonies is used as a club to help drive one of Florida's only progressive public servants from continuing in office is irresponsible.

PETER SAHWELL

Surfside

SURFSIDE

RESIDENTS LOVE TOWN'S

CURRENT SENSE OF SELF

Editor,

Last week's obligatory negative letter about Surfside came care of real estate broker Marion Ott (*Cheapest is not always the best, Surfside, Aug. 8*).

You have to hand it to them, the forces of disgruntlement learned after the 2002 election at least to take the trouble of feigning interest in the town.

Apart from their generally whining tone, these carping letters show little sense of Surfside as a community of human beings; they do, however, betray their authors' wide-ranging obsession with property values.

What is lacking in the orchestrated wave of vituperation against former Mayor Paul Novack and current Mayor Tim Will is any positive value placed on building a healthy community.

Whereas Novack and Will have been part of and created numerous initiatives that relate to children and place a high priority on people, their opponents evince no passion about or have no new ideas concerning our youth or our elderly, or anyone for that matter except themselves and their sacred property.

Ms. Ott positively gushes about Miami Shores with its neat lawns and trees. Forget that most Shores residents probably couldn't afford their houses now, or that their children won't be able to afford to live there.

She also mentions Bal Harbour and Golden Beach, two little fantasylands that bring nothing to the table with regard to building or sustaining a middle-class community, even one as increasingly small and beleaguered as Surfside's.

My lawn is 90 percent weeds, and I have two plastic pink flamingos in front of my house. I hope we don't turn into the Stepford-like image of a real town that Ms. Ott and her ilk long for so desperately.

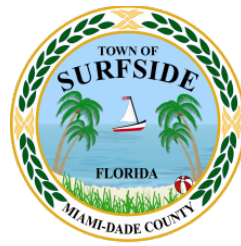
PETER A. SAHWELL

Surfside

Sahwell uses an email address andalus@mindspring.com. "Andalus" is the term used for Southern Spain by the Arabs who conquered and ruled that region for nearly 800 years. Sahwell claims he is Palestinian. Why then does he use this "handle" in communications? Does he feel a kinship to Arabs who conquer land? Could it be related to the fact that Spain has become a hide-out for many Al-Qaeda terrorists?

There are simply too many unanswered questions about Peter Sahwell.

Could Peter Sahwell be dangerous?



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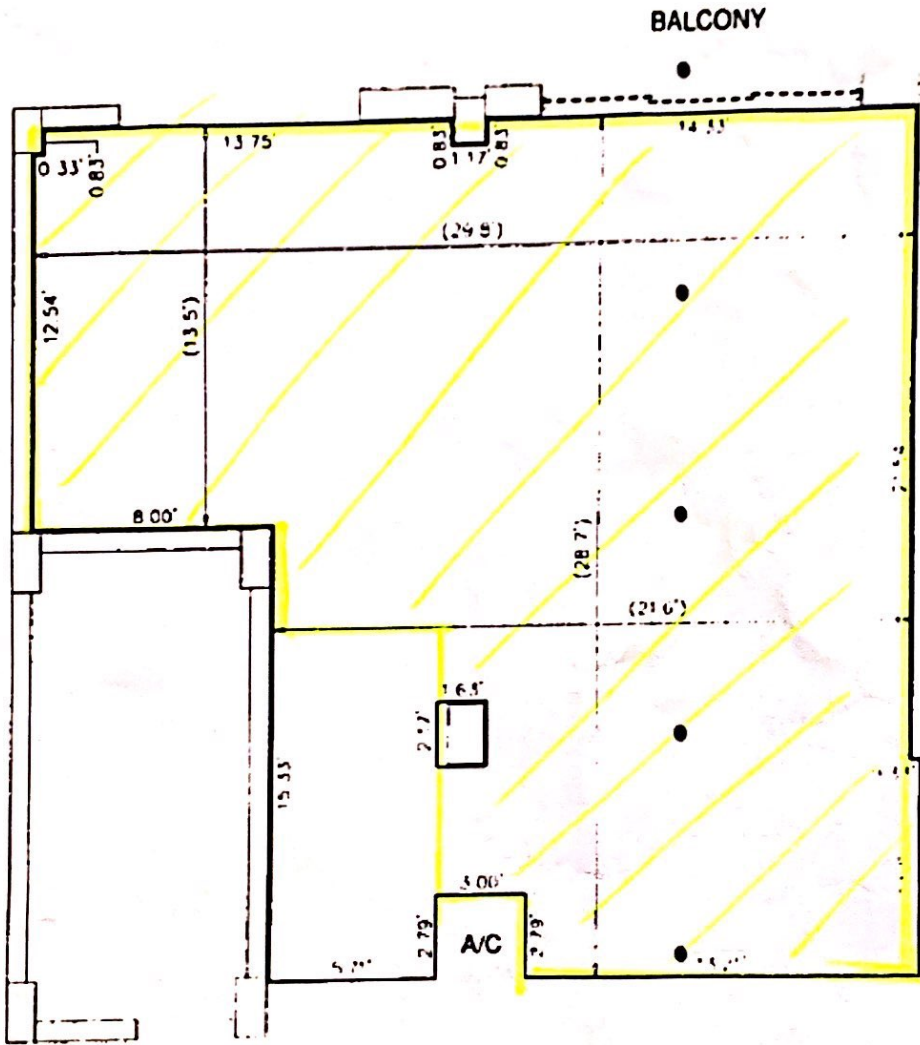
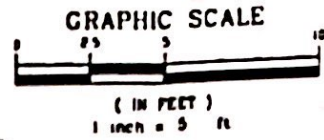
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CARLISLE ON THE OCEAN A CONDOMINIUM




FLOOR PLANS WERE PREPARED FROM
ARCHITECTURAL DRAWINGS BY

ROBERT M SWEDROE
1111 LINCOLN ROAD, SUITE 300
MIAMI BEACH, FLORIDA 33139
PH (305) 673 6002



UNITS 313-1113, PH #13

LEGEND:

-  CONDOMINIUM UNIT BOUNDARY LINE
-  COMMON ELEMENT BOUNDARY LINE
-  LIMITED COMMON ELEMENT

NOTE

THERE MAY EXIST SOME VARIATION BETWEEN THE PROPOSED IMPROVEMENTS AND THE IMPROVEMENTS AS CONSTRUCTED.
(9.0) - INDICATES MEASURED DIMENSION
9.00 - INDICATES DIMENSION PER ARCHITECTURAL DRAWING

TYPE "THE ISLANDER"

EXHIBIT 2

SHEET 13 OF 22



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/19/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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INSURED MF7 Services Corp 100 Bayview Dr Apt 1930 Sunny Isles Beach FL 33160-4743		INSURER(S) AFFORDING COVERAGE INSURER A: AIX Specialty Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 12833	

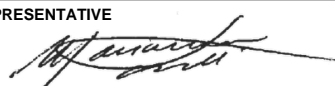
COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	N	SIZGL1003B233094	04/05/2020	04/05/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Town of Surfside Building Department 9293 Harding Avenue, Surfside FL 33154	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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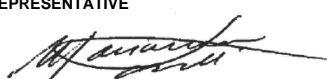
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	DAMAGE TO RENTED PREMISES (Ea occurrence)						\$ 50,000	
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							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE	OTHER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Carlisle on the Ocean 9195 Collins Ave Surfside, FL 33154	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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JOB COPY

TOWN OF SURFSIDE

APPROVED _____ Permit No. 20-736-BC
Address 9195 COLLINS Ave # 1013

Planning & Zoning Board _____ Date _____
Building Official [Signature] _____ Date 10.12.10
Chief Electrical Inspector _____ Date _____
Chief Plumbing Inspector _____ Date _____
Chief Mechanical Inspector _____ Date _____
Structural Engineer _____ Date _____
Public Works Director _____ Date _____



TOWN OF SURFSIDE
9293 HARDING AVENUE
SURFSIDE, FLORIDA 33154

PLAN REVIEW COMMENTS WORKSHEET

Job Address: **9195 Collins Ave. - Unit #305** Permit No: **20-121** Processor: **U. Fernandez** Date: **Dec. 10, 2020**

Note:

The following comments are based on a review conducted to the extent that the information on the plans allow. More comments may arise after these comments have been addressed.

Comments:

1. All corrections to be done on originals no ink corrections accepted. Cloud and date all corrections and make reference.
2. Provide list of response to comments. (Answer Sheet) showing location of each correction (sheet number).
3. Please show on plans current Florida Building Code 2017 (6th Edition).
4. Determine on plans level of alteration as per **FBC Existing Building**.
5. Please provide a clear and proper Scope of Work and indicate all work being performed.
6. Please provide proper Floor Plan to scale, show all interior wall divisions and label each room.
7. Please specify on plans if Plumbing fixtures are to be replaced in their same location.
8. Please show compliance with **FBC 1207 (Sound Transmission)**.
9. This review has been conducted to the extent that the information on the plans allow. Further comments may follow.



TOWN OF SURFSIDE
9293 HARDING AVENUE
SURFSIDE, FLORIDA 33154

PLAN REVIEW COMMENTS WORKSHEET

DATE: 11.16.20 NAME OF THE JOB: _____

ADDRESS: 9195 Collins Ave TYPE OF CONSTRUCTION: PLBG

- ① DERM
- ② PLANS LACK CLARITY. PROVIDE 2 SETS OF PLANS AS PER THE FLORIDA BUILDING CODE, 2017, BLDG. SECTION 107.1, 107.2.1.
- ~~③ SHOW LOCATION OF BATHROOMS ON PLANS.~~
- ~~④ PROVIDE A SCOPE OF WORK FOR PLBG ON PLANS~~

- ② CONTRACTOR RCL 11/16/20
 - ① DERM
 - ② PLANS LACK CLARITY. PROVIDE PLANS NOT WRITTEN IN INK, SEE FBC 2017, BLDG, 107.1 107.2.1

- ③ RCL 11/23/20 305-216-9276
 - ① DERM
 - RCL 12.9.20



PERMIT NO.

APPLICATION NO.

AMOUNT DUE

BUILDING PERMIT APPLICATION

2017 FLORIDA BUILDING CODE IN EFFECT

PERMIT TYPE: (Check one)

- Structural
 Mechanical
 Electrical
 Plumbing
 Other
 Roof

JOB ADDRESS: 9195 Collins Ave, unit 1013, Surfside, FL 33154			
OWNER'S NAME: A AND M TEAM			
OWNER'S ADDRESS: 7900 TATUM WATERWAY DR #108, Miami Beach, FL 33141			
CITY: Miami Beach		PHONE# (240) 421-6466	FAX #
FEE SIMPLE TITLE HOLDER'S NAME:		ADDRESS:	
CONTACT PERSON: MARINA KOSTIC		PHONE# (240) 421-6466	
EMAIL ADDRESS: m.kostic.2020@gmail.com			
CONTRACTOR: FLAVIENNE SANT ANNA M ANASTACIO			
MAIL ADDRESS: 100 Bayview DR #1930			
CITY: Sunny Isles Beach		STATE FL	ZIP CODE: 33160
PHONE # (786) 780-1766		FAX #	EMAIL: m7services@gmail.com
CERT COMPETENCY: DBPR		STATE REGISTRATION: FL CGC1527388	
LOT	BLOCK	PRESENT USE:	PROPOSED USE:
FOLIO NUMBER: 14-2235-043-0940		SUBDIVISION:	
NO. OF STORIES	OFFICES:	FAMILIES:	BEDROOMS:
BATHS:	TYPE OF WORK:	ALTER <input type="checkbox"/>	REPAIR <input type="checkbox"/>
ADD <input type="checkbox"/>	NEW <input type="checkbox"/>	REPLACE <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>
VALUE OF WORK : (Total all Trades): \$6,000		SQ. FT: (TOTAL)	LINEAR FEET
DESCRIBE WORK: REMOVE AND INSTALL TILE FLOORING, EXCEPT BALCONY AND BATHROOM.			
ARCHITECT/ENGINEER'S NAME			
ADDRESS:			
PHONE#		FAX#	EMAIL
MORTGAGE LENDER NAME:			

MORTGAGE LENDER'S ADDRESS:

Application is hereby made to obtain a permit to do the work and installations as indicated. I certify that no work or installation has been effected prior to the issuance of said permit and that all work be performed to meet the standards of all laws regulating construction in DADE COUNTY and the TOWN OF SURFSIDE whether specified in this application and accompanying plans or not. I understand that a separate permit must be secured for ELECTRICAL, PLUMBING, WELLS, POOLS, FURNACES, BOILERS, HEATERS, TANKS, AIR CONDITIONERS, etc. The information provided herein by the Applicant is not evaluated for issuance of a Certificate of Use. The City reserves the right to deny or condition any proposed use of the property pursuant to provisions of the City's Code of Ordinances.

Initial this Page: _____

OWNER'S AFFIDAVIT: I certify that all information provided is accurate, and that all work will be performed in compliance with all applicable laws regulating construction and zoning. No work has been commenced prior to the issuance of the permit applied with this application, and all work will be done as indicated in the Application and all accompanying document and plans.

NOTICE: In addition to the requirements of this permit, there may be additional restrictions applicable to this property that may be found in the public records of the county, and there may be additional permits required from other governmental entities such as water management districts, state or federal agencies.

WARNING TO OWNER: YOUR FAILURE TO RECORD A NOTICE OF COMMENCEMENT MAY RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT YOUR LENDER OR AN ATTORNEY BEFORE COMMENCING WORK OR RECORDING A NOTICE OF COMMENCEMENT.

CONTRACTOR:
(Print Name): FLAVIENNE SANTANNA

OWNER:
(Print Name): MARINA KOSTIC

SIGNATURE Flavienne Santanna
STATE OF
FLORIDA
COUNTY OF Broward

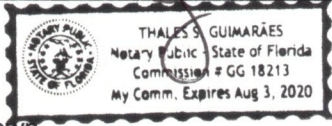
SIGNATURE: [Signature]
STATE OF FLORIDA
COUNTY OF Dade

Sworn to (or affirmed) and subscribed before me
this 20th day of May, 20 20
by FLAVIENNE SANTANNA

Sworn to (or affirmed) and subscribed before
me
this 22 day of May, 20 20
by Marina Kostic

NOTARY: _____

NOTARY: _____

SEAL: 

SEAL: 

Personally known _____
OR Produced Identification _____
Type of Identification Produced _____

Personally known _____
OR Produced Identification _____
Type of Identification Produced Maryland Driver License

The Permit is not valid until signed by an authorized representative of the TOWN OF SURFSIDE BUILDING DEPT. and all fees are paid.

ACCEPTED BY _____

AUTHORIZED BY _____



OFFICE OF THE PROPERTY APPRAISER

Summary Report

Generated On : 5/20/2020

Property Information	
Folio:	14-2235-043-0940
Property Address:	9195 COLLINS AVE UNIT: 1013 Surfside, FL 33154-3155
Owner	A AND M TEAM LLC
Mailing Address	7900 TATUM WATERWAY DR 108 MIAMI BEACH, FL 33141 USA
PA Primary Zone	3000 MULTI-FAMILY - GENERAL
Primary Land Use	0407 RESIDENTIAL - TOTAL VALUE : CONDOMINIUM - RESIDENTIAL
Beds / Baths / Half	1 / 1 / 0
Floors	0
Living Units	1
Actual Area	Sq.Ft
Living Area	720 Sq.Ft
Adjusted Area	720 Sq.Ft
Lot Size	0 Sq.Ft
Year Built	1965



Assessment Information			
Year	2019	2018	2017
Land Value	\$0	\$0	\$0
Building Value	\$0	\$0	\$0
XF Value	\$0	\$0	\$0
Market Value	\$236,600	\$225,353	\$225,353
Assessed Value	\$123,943	\$112,676	\$102,433

Benefits Information				
Benefit	Type	2019	2018	2017
Non-Homestead Cap	Assessment Reduction	\$112,657	\$112,677	\$122,920

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

Short Legal Description
CARLISLE ON THE OCEAN CONDO
UNIT 1013
UNDIV 0.69832%
INT IN COMMON ELEMENTS
OFF REC 20196-4139

Taxable Value Information			
	2019	2018	2017
County			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$123,943	\$112,676	\$102,433
School Board			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$236,600	\$225,353	\$225,353
City			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$123,943	\$112,676	\$102,433
Regional			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$123,943	\$112,676	\$102,433

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description
11/06/2019	\$100	31697-2956	Corrective, tax or QCD; min consideration
10/02/2019	\$274,900	31672-2065	Qual by exam of deed
03/01/2004	\$257,000	22168-1008	Sales which are qualified
03/01/2003	\$189,700	21120-2846	Sales which are qualified

The Office of the Property Appraiser is continually editing and updating the tax roll. This website may not reflect the most current information on record. The Property Appraiser and Miami-Dade County assumes no liability, see full disclaimer and User Agreement at <http://www.miamidade.gov/info/disclaimer.asp>

Version:



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SIMILAR PRODUCTS



Whisper Mat So... \$135.00/ piece



Whisper Mat So... \$139.99/ piece



FloorMuffler 1... \$17.99/ piece



Sentinel Eco U... \$41.99/ piece



Eco Ultra Quie... \$69.99/ piece



Protecto Wrap... \$38.00/ piece

Whisper Mat Underlayment

Size: 150 SQ FT | SKU: 954205535 \$129.00 / piece Miami Gardens's everyday low price!



HOW MUCH DO YOU NEED?

QUANTITY OF PIECES

Quantity selector with minus, 1, and plus buttons

1 piece = 150 SQ FT | \$129.00

PICKUP OR DELIVERY

- Pick up in store - FREE
This item can be picked up TODAY local time)
51 pieces in stock - Miami Garde
Check Other Stores
Have it Delivered - Charges May

FREE In-Store

Contact Us

ADD TO CART

ADD TO MY PROJECT LIST



Search Floor & Decor

- TILE STONE WOOD LAMINATE VINYL DECORATIVES INSTALLATION MATERIALS

PRODUCT DETAILS

SOUND CONTROL AND MOISTURE RESISTANT MEMBRANE FOR ENGINEERED HARDWOOD, PARQUET AND LAMINATE FLOORING
Whisper Mat® HW is a peel and stick non-permeable sheet membrane, which reduces impact and airborne sound transmissions.

Whisper Mat HW combines sound absorption properties with moisture resistant properties making this an excellent system to enhance flooring installation performance.

FEATURES & BENEFITS

- Sound reduction ratings:
- 6" concrete floor: IIC 51 STC 52
- Sound transmission reduction: Delta IIC 22
• Protects flooring from subfloor moisture/vapor emissions
• Easy, installer friendly installation
• Commercial and residential applications
• Approved over radiant heated subfloors
• Uniquely thin system (1/8")
• Contact Protecto Wrap for additional testing information

BLOGS & VIDEOS

INSTALL & PRODUCT DOCUMENTS

YOU MAY ALSO LIKE

Product carousel showing EZ Foam Underlayment, Eco Ultra Quiet Premium Acoustical Underlayment, Floor Muffler LVT UltraSeal Floor Underlayment, Roberts Silicone Vapor Shield Underlayment for Wood Floors, and 12mm Cork Underlayment Sheets.

TOP RECOMMENDATIONS



**Town of Surfside
Town Commission Meeting
January 14, 2021
7:00 pm**

Town Hall Commission Chambers - 9293 Harding Avenue, 2nd Floor
Surfside, FL 33154

Date: 12/31/2020

Prepared by: Mayor

Subject: High Water Bill

Objective: To reduce water bills by removing the burden of paying the millions of loans incurred by the former administration from water users only.

Consideration: ? No idea what this means.

Recommendation: Pass the plan to rebate the costs of the loan payments to water bill payers.



www.townofsurfsidefl.gov

Town of
Surfside

Charles W Burkett
1332 Biscaya Drive
Surfside FL 33154

For payments or questions:
9293 Harding Avenue
Surfside Florida 33154

Mon - Fri 9:00 AM - 5:00 PM
Phone: 305-861-4863

ACCOUNT NUMBER	05-05050-00
BILLING DATE	12/18/20
LAST BILL AMOUNT	\$621.93
YOUR LAST PAYMENT	-\$621.93
ADJUSTMENTS	\$0.00
BALANCE FORWARD	\$0.00
CURRENT CHARGES	\$483.90
TOTAL AMOUNT DUE	\$483.90
DATE DUE	01/26/2021

FAILURE TO RECEIVE THE BILL DOES NOT EXCUSE SERVICE DISCONNECTION AND ADDITIONAL FEES.

SERVICE ADDRESS: 1332 Biscaya Dr

RATE CLASS: RESIDENTIAL

SERVICE	SERVICE PERIOD	DAYS	METER NUMBER	MULT	UNITS	CURRENT	PREVIOUS	USAGE
Water	09/25/20 - 11/25/20	61	16980382			420	407	13
Sprinkler	09/25/20 - 11/25/20	61	16999817			1733	1706	27

DETAIL OF CHARGES

IMPORTANT INFORMATION

Service	Consumption	Charge	Total
WA BASE METER CHARGE		\$83.83	
WA COUNTY TAX		\$8.19	
WA USAGE LEVEL 1 (0 12,000 GAL)	13	\$52.65	\$144.67
TOTAL WATER			
SP BASE METER CHARGE		\$55.13	
SP COUNTY TAX		\$9.87	
SP USAGE LEVEL 1 (0 12,000 GAL)	27	\$109.35	\$174.35
TOTAL SPRINKLER			
SW COUNTY TAX		\$7.40	
SW BASE FIXED CHARGE	1	\$11.00	
SW SERVICE CHARGE BASED ON WATER CONSUMPTION	13	\$112.32	\$130.72
TOTAL SEWER			
STORMWATER UTILITY		\$34.16	
TOTAL STORMWATER			\$34.16

Important Notice from the Town of Surfside Utility Department:

The Town of Surfside will be implementing the final Utility rate increase for customers effective for meter readings occurring after October 1, 2020, as per Resolution 17-2467 and 17-2468 adopted on November 14, 2017. The rate increase will assist in recovering the cost of providing utility services, promote equity in utility rates, encourage water conservation throughout Town, and improve the Town's water and sewer infrastructure. For more information please contact 305-861-4863.

PLEASE DETACH AND RETURN BOTTOM PORTION IF PAYING BY MAIL. PLEASE DO NOT STAPLE OR FOLD. PLEASE WRITE YOUR ACCOUNT NUMBER ON YOUR CHECK.



9293 Harding Avenue
Surfside Florida 33154

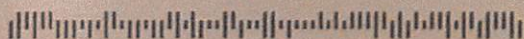
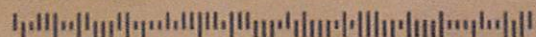
ADDRESS SERVICE REQUESTED

BILL DATE	ACCOUNT NUMBER	DATE DUE
12/18/20	05-05050-00	01/26/2021
CYCLE #	SERVICE ADDRESS	TOTAL DUE
001	1332 Biscaya Dr	\$483.90

Amount Enclosed \$ _____

Please remit and make checks in US funds payable to:

TOWN OF SURFSIDE
9293 HARDING AVENUE
SURFSIDE FL 33154-3009



949 1 AV 0.389

CHARLES W BURKETT
1332 BISCAYA DR
SURFSIDE FL 33154-3318





**Town of Surfside
Town Commission Meeting**

DATE

7:00 pm

Town Hall Commission Chambers - 9293 Harding Avenue, 2nd Floor
Surfside, FL 33154

Date: 1/20/21

Prepared by: Mayor

Subject: Zoning code timetable

Objective: Discussion regarding the direction, costs and needed review schedule related to the repeal and reconstruction of the old zoning code.

Recommendation: Create a schedule for community and P&Z board input workshops to review, comment and make suggestions on the updated zoning code framework presented at the last Commission meeting.