

RESOLUTION NO. 2021- 2752

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.

WHEREAS, on November 3, 2020, a vast majority of the Town of Surfside (“Town”) electorate approved a ballot/referendum question in order to move forward with developing a plan to underground utilities in the Town; and

WHEREAS, on December 8, 2020, the Town Commission approved Resolution No. 2020-2743, which, among other things, authorized the Town Manager to (i) engage a consultant for the initial phase project management support in connection with the FPL and Utilities Undergrounding Project (“Services”) and (ii) expend an amount not to exceed \$25,000.00 for the Services; and

WHEREAS, pursuant to Resolution No. 2020-2743, the Town engaged HPF Associates, Inc. (“HPF”) for the initial phase of the Services in connection with the undergrounding of utilities project, including planning, project management and owner’s representative services, estimating and scheduling, and community informational program development; and

WHEREAS, the Town desires to continue to engage HPF for the initial phase of the Services by (i) approving a professional services agreement for the Services, in substantially the form attached hereto as Exhibit “A” (the “Agreement”), and (ii) increasing the Town Manager’s expenditure authority to engage HPF by \$15,000.00, for a total not to exceed \$40,000.00; and

WHEREAS, the Town Administration recommends approving the Agreement, in substantially the form attached hereto as Exhibit “A,” with HPF for the Services, and increasing the Town Manager’s expenditure authority to engage HPF by \$15,000.00, for a total not to exceed of \$40,000.00; 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.** Each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

Section 2. **Agreement Approved.** The Town Commission approves the Agreement with HPF for the Services, in substantially the form attached hereto as Exhibit "A."

Section 3. **Authorization and Implementation.** The Town Manager is authorized to execute the Agreement, in substantially the form attached hereto as Exhibit "A," subject to final approval by the Town Manager and the Town Attorney as to form and legal sufficiency. The Town Manager and Town Administration are authorized and directed to take any and all action necessary to accomplish the purposes of this Resolution.

Section 4. **Authorization to Expend Funds.** The Town Manager is authorized to expend an additional \$15,000.00 of funds for the Services, in accordance with the Agreement attached hereto as Exhibit "A," for a total not to exceed fee of \$40,000.00.

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


PASSED AND ADOPTED on this 14th day of January, 2021.

Motion By: Commissioner Kesl

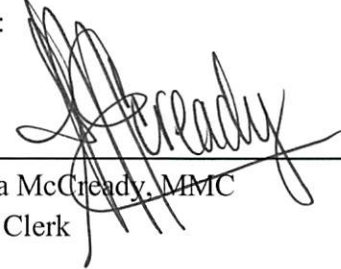
Second By: Commissioner Velasquez

FINAL VOTE ON ADOPTION:


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



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

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF SURFSIDE
AND
HPF ASSOCIATES, INC.**

THIS PROFESSIONAL SERVICES 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 ("Town"), and **HPF ASSOCIATES, INC.**, a Florida corporation ("Consultant").

WHEREAS, on November 3, 2020, a vast majority of the Town of Surfside ("Town") electorate approved a ballot/referendum question in order to move forward with developing a plan to underground utilities in the Town; and

WHEREAS, on December 8, 2020, the Town Commission approved Resolution No. 2020-2743, which, among other things, authorized the Town Manager to (i) engage a consultant for project management support services in connection with the Utilities Undergrounding Project, and to assist in guiding the Town through the process and to prepare the non-FPL portion of the cost estimate (the "Project" or "Services") and (ii) expend an amount not to exceed \$25,000.00 for the Services; and

WHEREAS, pursuant to Resolution No. 2020-2743, the Town engaged HPF Associates, Inc. ("HPF") for the Services, a firm with significant experience in managing undergrounding of utilities in South Florida, including the Town of Golden Beach and Sunny Isles Beach projects; and

WHEREAS, the Town desires to continue to engage HPF for the Services by (i) approving this Agreement for the Services, and (ii) increasing the Town Manager's expenditure authority to engage HPF for the initial phase by \$15,000.00, for a total not to exceed fee of \$40,000.00; and

WHEREAS, the Consultant will perform the Services as described in the Proposal and Scope of Services attached hereto as Exhibit "A" and in this Agreement (the "Services"); and

WHEREAS, the Consultant and the Town, through mutual negotiation, have agreed upon a fee for the Services as set forth in Exhibit "A" and Section 3 of this Agreement; and

WHEREAS, the Town desires to engage the Consultant to perform the Services and provide the deliverables as specified below.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Consultant and the Town agree as follows:

1. Scope of Services.

- 1.1. Under the general supervision of the Town Manager, Consultant shall perform the Services for the initial phase of the project in accordance with the Proposal and Scope of Services attached hereto as Exhibit "A." The initial phase of the Services generally

consists of assisting with the binding cost estimate with FPL, gathering data from other utility providers servicing the Town, and planning, project management and owner's representative services, estimating and scheduling, and community informational program development.

- 1.2. The functions and services listed in the Proposal and Scope of Services are not to be construed as a complete statement of all duties or services to be performed. Consultant may be required to perform other services or phases (such as services in connection with the construction phase of the project) as required ("Additional Services"). Consultant shall only provide Additional Services with the prior written approval by the Town Manager and detailing the services and tasks to be performed/.
- 1.3. Consultant shall furnish all reports, documents, information obtained pursuant to this Agreement, and recommendations during the term of this Agreement (hereinafter "Deliverables").
- 1.4. Consultant shall provide a maximum of 225 hours of work or services for the initial phase, which shall include, but not be limited to, the functions and services listed in the Proposal and Scope of Services attached hereto as Exhibits "A". The hourly rates for the Consultant are provided in Exhibit "A" attached hereto as follows: Principal at \$150/hour; Inspector at \$65/hour; and Administration at \$35/hour.
- 1.5. Key Personnel. Consultant shall ensure that the principal or chief professional providing the Services is Paul Abbott, and other key individuals as may be identified and approved by the Town ("Key Personnel"). Consultant shall not withdraw or replace Key Personnel performing the Services for the Town without the prior written approval by the Town Manager, in the Town's sole and absolute discretion. The Town and Consultant agree and acknowledge that the Key Personnel presented in the Consultant's Proposal are a material part of and inducement for the Town's selection of the Proposal and entering into this Agreement with Consultant.

2. Term/Commencement Date.

2.1 This Agreement shall become effective as of the Effective Date and shall remain in effect for three (3) years thereafter, unless earlier terminated in accordance with Paragraph 8. Additionally, the Town Manager may renew this Agreement as needed for the duration of the project for additional one (1) year periods on the same terms as set forth herein upon written notice to the Consultant, and further subject to CPI adjustment for the fees for each renewal period. Fees/Rates shall be increased each renewal year after the initial three (3) year term on the anniversary date of this Agreement 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. Notwithstanding anything contained in this Agreement to the contrary, the Fees/Rates shall not be decreased.

2.2 Consultant agrees that time is of the essence and Consultant shall complete the Services within the timeframes set forth in this Agreement and in the manner provided in this Agreement, unless extended by the Town Manager.

3. Compensation and Payment.

3.1. Compensation for Services provided by Consultant shall be in accordance with the Proposal and fees provided in Exhibit "A attached hereto, in an amount not to exceed \$40,000.00 for the initial phase of the project including, planning, project management, owner's representative services, gathering of data regarding all utility providers, estimating and scheduling, community informational program development, for a total fee based on a maximum hours of 225 of \$36,281.25, plus \$3,718.75 for contingency and reimbursable expenses to be authorized by the Town Manager as needed.

3.2. Compensation for additional phases or Additional Services, and previously approved and/or directed in writing by the Town Manager, shall be compensated in accordance with the hourly rates set forth in the Proposal attached hereto as Exhibit "A" and an agreed upon not to exceed fee for each phase or Additional Services.

3.3. Consultant shall deliver an invoice to Town no more often than once per month detailing Services completed and the amount due to Consultant under this Agreement. Fees shall be paid in arrears each month, pursuant to Consultant's invoice, which shall be based upon the percentage of work or Services completed for each task invoiced. The Town shall pay the Consultant in accordance with the Florida Prompt Payment Act after approval and acceptance of the Services by the Town Manager.

4. Subcontractors.

4.1. Consultant 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. Consultant may only utilize the services of a particular subcontractor with the prior written approval of the Town Manager.

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 Consultant to assist Consultant in performing the Services.

5.2. Upon Consultant's request, Town shall reasonably cooperate in arranging access to public information that may be required for Consultant to perform the Services.

6. Consultant's Responsibilities; Representations and Warranties.

6.1. Consultant shall exercise the same degree of care, skill and diligence in the performance of the Services 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 Consultant's Deliverables or Services are incorrect, not properly rendered, defective, or

fail to conform to Town requests, the Consultant shall, at Consultant's sole expense, immediately correct its Deliverables or Services.

6.2. Consultant hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws applicable to and necessary to perform the Services for Town as an independent contractor of the Town. Consultant 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. Consultant 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 Consultant have been duly authorized, and this Agreement is binding on Consultant and enforceable against Consultant 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, Consultant 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 Consultant, or immediately with cause.

8.2. Upon receipt of the Town's written notice of termination, Consultant 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 Consultant shall be paid for all Services or work accepted by the Town Manager up to the date of termination, provided that the Consultant has first complied with the provisions of Paragraph 8.4.

8.4. Consultant 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. Consultant 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 Consultant's insurance and shall not contribute to the Consultant'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 Consultant.

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 Consultant. 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 \$ 500,000.00 each accident. No employee, subcontractor or agent of the Consultant 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 One Million Dollars (\$1,000,000.00) 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 Consultant 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 Consultant in performance of this Agreement. The Consultant'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 Consultant's insurance. The Consultant'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 Consultant'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 Consultant 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, Consultant 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. Consultant shall indemnify and hold harmless the Town, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising from Consultant's negligent acts, errors, or omissions arising out of the performance or non-performance of the Services or any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the Consultant and third parties made pursuant to this Agreement. Consultant 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 Consultant's negligent performance or non-performance of this Agreement.

12.2. The provisions of this section shall survive termination 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.

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. Consultant 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 Consultant during the term of this Agreement ("Work Product") belong to the Town. Consultant 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. Consultant agrees to keep and maintain public records in Consultant's possession or control in connection with Consultant'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 Consultant involving transactions related to 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.

- 16.3. Upon request from the Town's 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.
- 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 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.
- 16.6. Any compensation due to Consultant shall be withheld until all records are received as provided herein.
- 16.7. 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.
- 16.8. **Notice Pursuant to 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 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 Consultant unless such assignment is first approved by the Town Manager. The Town is relying upon the apparent qualifications and expertise of the Consultant, 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 Consultant 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.**
- 20.1. Consultant 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.
- 20.2. Consultant shall perform and complete the Services in compliance with the Florida Building Code, the Town of Surfside Charter and Code, Miami-Dade County Code of Ordinances, and all other applicable codes and standards governing the Services and the work.
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.** Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

24. **Public Entity Crimes Affidavit.** Consultant 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.**
- 26.1. This document, without exhibits or attachments, is the “Base Agreement.” In the event of a conflict between the terms of the Base Agreement and any exhibits or attachments hereto, the terms of the Base Agreement shall control.
- 26.2. In the event of a conflict between the terms of any exhibits or attachments hereto, or any documents incorporated herein by reference, the conflict shall be resolved in the following order of priorities and the more stringent criteria for performance of the Services shall apply:
- 26.2.1. First Priority: This Agreement.
- 26.2.2. Second Priority: Exhibit “A,” the Proposal/Scope of Services.
27. **Boycotts.** 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.

[THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK;
SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year as first stated above.

TOWN OF SURFSIDE:

By: _____
Andrew Hyatt, Town Manager

Date Executed: _____

Attest:

By: _____
Sandra McCready, MMC
Town Clerk

Approved as to Form and Legal Sufficiency:

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

Addresses for Notice:
Town of Surfside
Attn: Town Manager
9293 Harding Avenue
Surfside, FL 33154
305-861-4863 (telephone)
305-993-5097 (facsimile)
ahyatt@townofsurfsidefl.gov (email)

With a copy to:
Weiss Serota Helfman Cole & Bierman, P.L.
Attn: Lillian Arango, Esq.
Town of Surfside Attorney
2525 Ponce de Leon Boulevard, Suite 700
Coral Gables, FL 33134
larango@wsh-law.com (email)

CONSULTANT:

HPF ASSOCIATES, INC., a Florida corporation

By: _____

Name: Paul T. Abbott

Title: President

Date Executed: _____

Addresses for Notice:

HPF Associates, Inc.

14803 SW State Road 45

Archer, Florida 32618

_____ (telephone)

_____ (facsimile)

_____ (email)

With a copy to:

_____ (telephone)

_____ (facsimile)

_____ (email)

EXHIBIT "A"
CONSULTANT'S PROPOSAL/SCOPE OF SERVICES