Town of Surfside
Regular Town Commission Meeting
AGENDA
Thursday, September 3, 2026
7:00 PM
Commission Chambers - 9293 Harding Avenue
Surfside, Fl 33154

Rule 6.06 (a)3 Agenda. The good and welfare portion of the agenda is set for 8:15 p.m.

****The above Rule only applies to Regular Town Commission Meetings.***

Any person who received compensation, remuneration or expenses for conducting lobbying activities is required to register as a lobbyist with the Town Clerk prior to engaging in lobbying activities per Town Code Sec. 2-235. "Lobbyist" specifically includes the principal, as defined in this section, as well as any agent, officer or employee of a principal, regardless of whether such lobbying activities fall within the normal scope of employment of such agent, officer or employee. The term "lobbyist" specifically excludes any person who only appears as a representative of a not-for-profit community-based organization for the purpose of requesting a grant without special compensation or reimbursement for the appearance; and any person who only appears as a representative of a neighborhood, homeowners or condominium association without compensation for the appearance, whether direct or indirect or contingent, to express support of or opposition to any item.

Per Miami Dade County Fire Marshal, the Commission Chambers has a maximum capacity of 99 people. Once this capacity has been reached, people will be asked to watch the meeting from the first floor.

1. **Opening**

1A. Call to Order

1B. Roll Call of Members

1C. Pledge of Allegiance

1D. Invocation

1E. Agenda and Order of Business Additions, deletions and linkages

1F. Mayor and Commission Remarks - Mayor Shlomo Danzinger

2. **Quasi-Judicial Hearings**

3. **Consent Agenda**

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 by completing a speaker card. They will be recognized to speak prior to the approval of the consent agenda.

3A. Approval of Minutes - Sandra N. McCready, MMC, Town Clerk
2026-08-06 Special Town Commission Meeting Minutes
2026-08-06 Special Town Commission Meeting Minutes - Noon
2026-08-11 Regular Town Commission Meeting Minutes
2026-08-20 Special Town Commission Meeting Minutes

3B. Boards and Committees Meeting Minutes - Sandra N. McCready, MMC, Town Clerk
February 23, 2026 Sustainability and Resiliency Committee Meeting Minutes
June 15, 2026 Parks and Recreation Committee Meeting Minutes

3C. PJF Events Inc. – Fiscal Year 2027 Service Contract - Sandra N. McCready, Acting Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AN AGREEMENT WITH PJF EVENTS INC. FOR EVENT PRODUCTION SERVICES FOR FISCAL YEAR 2026-2027 IN AN AMOUNT NOT TO EXCEED $30,000; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT FOR THE SERVICES; FINDING THAT THE SERVICES ARE EXEMPT FROM COMPETITIVE BIDDING PURSUANT TO SECTION 3-13(7)(D) OF THE TOWN CODE; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.
PJF Events Inc P.O.s

PJF Events Inc Expenditures
Resolution Approving PJF Events Agreement for Special Events
Special Event Production Services Agreement PJF Events

3D. Ratifying Expenditure of $ 32,240.65 to Brightview Landscape Services Inc. for Resod of the Athletic Filed at 96th Street Park. - Sandra N. McCready, Acting Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, RATIFYING THE EXPENDITURE TO BRIGHTVIEW LANDSCAPE SERVICES INC. FOR ADDITIONAL SERVICES FOR RESOD OF THE ATHLETIC FIELD AT 96TH STREET PARK IN THE AMOUNT OF $32,240.65; PROVIDING FOR AUTHORIZATION, IMPLEMENTATION, AND AN EFFECTIVE DATE.

Brightview Landscape Services, INC. Professional Services Agreement
Resolution Ratify Expenditure to Brightview
Brightview invoice

3E. Approving an Amendment to the Professional Services Agreement with In Alignment Consulting, LLC for Grant and Project Support Services, and authorizing the expenditure of funds for Fiscal Year 2025/2026 in the an amount not to exceed $60,000; - Sandra N. McCready, Acting Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH IN ALIGNMENT CONSULTING, LLC FOR GRANT ADMINISTRATION AND PROJECT SUPPORT SERVICES, TO INCREASE THE FISCAL YEAR NOT-TO-EXCEED AMOUNT FROM $48,000 TO $60,000; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AMENDMENT; AUTHORIZING THE EXPENDITURE OF FUNDS FOR FISCAL YEAR 2025/2026 IN AN AMOUNT NOT TO EXCEED $60,000; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Resolution Approving Amendment to PSA with In Alignment Consulting
Amendment to PSA with In Alignment Consulting Annual FY Fee
Exhibit A - In Alignment Consulting, LLC Professional Services Agreement
In Alignment Consulting, LLC First Extension

3F. Approving MOU for School Resource Officer for School Year 2026/2027 - Sandra N. McCready, Acting Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE TOWN OF SURFSIDE, THE VILLAGE OF BAL HARBOUR, AND THE TOWN OF BAY HARBOR ISLANDS, TO FUND THE COST OF AN ADDITIONAL SCHOOL RESOURCE OFFICER FOR THE RUTH K. BROAD K-8 CENTER SCHOOL; AUTHORIZING THE EXPENDITURE OF FUNDS; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

Resolution Approving MOU for Additional School Resource Officer
MOU-Surfside-BHI-Bal Harbour-SRO 2026-2027

3G. Approving a Project Agreement with Chisholm Architects, Inc., for Phase 1 of the Bayfront Street-End Improvement Program. - Sandra N. McCready, Acting Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING THE PROPOSAL AND PROJECT AGREEMENT WITH R.E. CHISHOLM ARCHITECTS, INC. PURSUANT TO THE CONTINUING SERVICES AGREEMENT FOR PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES RELATED TO THE BAYFRONT STREET-END IMPROVEMENT PROGRAM; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION; AUTHORIZING THE EXPENDITURE OF FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

Resolution Approve Proposal and Project Agreement Chisholm - Bayfront Street end Program
Project Agreement - Chisholm - Bayfront Street end Program
Exhibit A - Surfside Street End Proposal 8-27-26

3H. Approving Contract Addendum No. 5 with KEITH for Subsurface Utility Engineering Services for the Champlain Towers South Memorial Project. - Sandra N. McCready, Acting Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING CONTRACT ADDENDUM NO. 5 WITH KEITH AND ASSOCIATES, INC. FOR SUBSURFACE UTILITY ENGINEERING SERVICES RELATED TO THE SURFSIDE CHAMPLAIN TOWERS SOUTH MEMORIAL PROJECT IN THE AMOUNT OF $14,330; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION; AUTHORIZING THE EXPENDITURE OF FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

Resolution Approve Contract Addendum 5 with Keith - SUE for Memorial Project
Exhibit A - KEITH SUE Proposal

3I. Acting Town Manager Agreement - Mayor Shlomo Danzinger

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPOINTING TOWN CLERK SANDRA N. MCCREADY, MMC AS ACTING TOWN MANAGER IN ADDITION TO HER DUTIES AS TOWN CLERK; APPROVING THE INTERIM EMPLOYMENT AGREEMENT SUBSTANTIALLY IN THE FORM ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR AUTHORIZATION; IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.
Resolution Approving Interim Employment Agreement - Acting Town Manager
Interim Employment Agreement - Acting Town Manager

4. Ordinances and Public Hearings

Second Reading

4A1. Rescission/modification of Ordinance 2026-1804 Amending Chapter 90-Zoning, Article II of the Code to Require Planning and Zoning Board Advice on Municipal Projects - Stephen Helfman, Town Attorney

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA REPEALING ORDINANCE NO. 2026-1804 IN ITS ENTIRETY RELATING TO PLANNING & ZONING BOARD POWERS; PROVIDING FOR REINSTATEMENT OF THE TOWN CODE TO ITS PREVIOUS VERSION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION AND INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Ordinance Repealing Ordinance No. 2026-1804 Zoning

First Reading

5. Resolutions and Proclamations

If the public wishes to speak on any matters in this section of the agenda, they must inform the Town Clerk by completing a speaker card and they will be recognized to speak at the beginning of this section.

5A. PUBLIC HEARING

Annual Rate Resolution for Solid Waste Management Services
- Sandra N. McCready, Acting Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, RELATING TO SOLID WASTE MANAGEMENT SERVICES, INCLUDING COLLECTION, DISPOSAL AND RECYCLING OF RESIDENTIAL SOLID WASTE IN THE TOWN OF SURFSIDE, FLORIDA; REIMPOSING SOLID WASTE SERVICE ASSESSMENTS AGAINST ASSESSED RESIDENTIAL PROPERTY LOCATED WITHIN THE TOWN OF SURFSIDE, FLORIDA, FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2026; APPROVING THE RATE OF ASSESSMENT; APPROVING THE ASSESSMENT ROLL; AND PROVIDING FOR AN EFFECTIVE DATE.

Resolution No. 2026-3540 Preliminary Rate for Solid Waste Management Services Annual Rate Resolutioin - Residential Solid Waste FY 2027

5B. Communications Services Proposal - Sandra N. McCready, Acting Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, SELECTING PUBLIC COMMUNICATORS GROUP, LLC FOR COMPREHENSIVE MARKETING AND COMMUNICATIONS SERVICES FOR THE TOWN, AND SELECTING A SERVICE OPTION IN THE AMOUNT OF $300,000; PROVIDING FOR AUTHORIZATION; PROVIDING FOR

IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

Surfside Communications Proposal
Surfside Services Agreement
Sachs Media - Surfside Communications Proposal
Resolution Selecting Public Communicators Group - Comprehensive Marketing Communications Services
Exhibit A - Surfside Communications Proposal

5C. Extending the Beach Furniture and Hospitality Services Agreement with Beach Time Max, LLC. - Sandra N. McCready, Acting Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AN EXTENSION FOR FISCAL YEAR 2027 WITH BEACH TIME MAX, LLC FOR BEACH FURNITURE, HOSPITALITY AND RELATED BEACH AMENITY SERVICES AT THE COMMUNITY CENTER; APPROVING ADDITIONAL SERVICES AND FEES; AUTHORIZING THE TOWN MANAGER TO EXECUTE ANY NECESSARY AMENDMENTS TO THE AGREEMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.
Beach Time Max Agreement
Resolution No. 2024-3335 Approving an Extension of the Agreement with Beach Time Max, LLC for Beach Furniture Services
Resolution No. 2025-3457 Approving an Extension of the Agreement with Beach Time Max, LLC for Beach Furniture Service Operations
Beach Time Max, LLC Contract Extension 10-2024
Beach Time Max, LLC Contract Second Extension 11-2025
Resolution Extending Beach Time Max Agreement for Beach Service Operations

5D. Approving the Proposal and Project Agreement with Kimley-Horn and Associates, Inc. for Professional Engineering Services for the Townwide Street Lighting Improvements Project. - Sandra N. McCready, Acting Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING THE PROPOSAL AND PROJECT AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES, INC. PURSUANT TO THE CONTINUING SERVICES AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES RELATED TO THE SURFSIDE TOWNWIDE STREET LIGHTING IMPROVEMENTS PROJECT; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION; AUTHORIZING THE EXPENDITURE OF FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

Resolution Approving Kimley Horn - Street Lighting Improvement Program
Exhibit A - KHA Proposal for Townwide Lighting July 2026
Exhibit B - Project Agreement - Surfside Townwide Street Lighting Improvements Projects

5E. FY2026 Budget Amendment No. 7 - Sandra N. McCready, Acting Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE,

FLORIDA, APPROVING BUDGET AMENDMENT NO. 7, FOR THE FISCAL YEAR 2026 BUDGET; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.
Resolution - Budget Amendment No. 7
Budget Amendment No. 7 Attachment A

6. **Good and Welfare (Set for approximately 8:15 p.m.)**
Public comments for subjects or items not on the agenda.

7. **Town Manager and Town Attorney Reports**

7A. Town Manager's Report - Sandra N. McCready, Acting Town Manager
Town Manager Report

7B. Town Attorney's Report - Stephen Helfman, Town Attorney

8. **Unfinished Business and New Business**

9. **Mayor, Commission and Staff Communications**

9A. Discussion on Young Professional Meet & Greet Initiative - Vice Mayor Dayana Benmergui

9B. Pension Plan Amendments for Director Hires - Mayor Shlomo Danzinger
Proposed Language Sec. 2 174. Membership

9C. Community Sustainability Initiative: Recycled Plastic Bench Program with Plastic Fisherman - Vice Mayor Dayana Benmergui
PFW Product Lineup for Town Of Surfside

9D. Protection of Specimen Trees on Town Property and Rights-of-Way - Commissioner Gerardo Vildostegui
IMG_0047
IMG_0050
IMG_0048
IMG_0051

9E. Master Plan Update - Commissioner Andrea Travani
Surfside Master Plan Update Strategy-corradino
Surfside Master Plan Update

9F. Sponsorship Request from Mentoring Miracles Career Day - Andrea Travani, Commissioner
Charter quotes

9G. Installment of Temporary ADA Beach Mats - Vice Mayor Dayana Benmergui

9H. Purchase of Smart Street Vacuum Machines - Vice Mayor Dayana Benmergui

9I. Micromobility Devices - Commissioner Andrea Travani
Memo to Commissioner Travani Re Mandatory Training for E-Bikes and Micro-mobility Devices

10. Adjournment

Respectfully submitted,

Sandra N. McCready,
Acting 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 THE TOWN COMMISSION AND/OR 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
Special Town Commission Meeting
MINUTES
August 6, 2026
11:00 AM
Commission Chambers - 9293 Harding Avenue
Surfside, FL 33154

1) Opening

1A.) Call to Order

Mayor Danzinger called the meeting to order at 11:03 a.m.

1B.) Roll Call of Members

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

Present: Mayor Shlomo Danzinger, Vice Mayor Dayana Benmergui, Commissioner Andrea Travani, Commissioner Gerardo Vildostegui (remotely), and Commissioner David Weingot.

Also present: Acting Town Manager Mario Diaz and Town Attorney Lillian Arango.

1C.) Pledge of Allegiance

Chief Press led the Pledge of Allegiance.

2) Resolutions and Proclamations

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2A.) Rescission/modification of Town Resolution No. 2024-3336

Cover Page
Resolution Adopting Travel, Transportation and Meal Policy
Exhibit A - Travel, Transportation and Meal Policy Mayor Red-line Changes Final

Commissioner Vildostegui shared his love for open dialogue and debate within the Commission. He stated that these two special meetings were contradictory to these ideals, identifying the timing and material of the meetings as disregarding the democratic process. He shared his disappointment in the Town Attorneys for allowing the meetings to take place and expressed his perspective that they were serving individual politicians. Furthermore, he said the timing of the release of materials was insufficient for the Commission to study the agenda items and matters. He added that the resolutions and ordinances being rescinded were passed through extensive discourse and public input. He reiterated his disagreement with undoing all of this with minimal process and notice, calling for the meeting's adjournment.

Commissioner Travani agreed that it was difficult to prepare, as the agenda was given the day before the meeting. He highlighted that there were emergencies and more urgent items that should be prioritized over these.

Commissioner Weingot stated that he had received different emails from residents encouraging him to vote for or against items. He acknowledged that he could not read every single one but confirmed that he always voted thoughtfully and conducted proper research beforehand.

Mayor Danzinger addressed the issues briefly and stated that the items were simple to discuss.

Town Clerk McCready read the title of the resolution into the record.

Mayor Danzinger introduced the item and noted that the previous changes to the travel policy aimed to restrict the elected officials' ability to lobby. He explained that there was a lot of money to request from the State and federal government, reflecting on his lobbying experience during his prior term.

A motion was made by Commissioner Weingot to approve the resolution, seconded by Mayor Danzinger.

Mayor Danzinger opened the floor to public comments.

Eliana Salzhauer stated that this meeting was an ambush to the residents. She disagreed with the notion that these policies were created out of spite and shared her belief that the Mayor's travel was excessive during his first term.

Mitchell Kinzer asked the Town Attorney if the proceeding was legal under state sanctions. He stated that there was a time period for items to be presented to the public proceedings, referring to these actions as illegal and violating of State Statutes. He expressed his disdain for any commissioners who vote to move forward with these policies.

Mayor Danzinger closed the floor to public comments.

Commissioner Vildostegui spoke on the amount of money received from the Mayor, noting that clear documentation should be provided for this and mentioning that many people helped secure grants as well. He stated that

nothing he had done was motivated by spite and added that he helped passed this due to a lack of records associated with the many trips Mayor Danzinger had taken. He emphasized the importance of the reporting requirements provision of this resolution to hold elected officials accountable. He brought up the possibility of individual commissioners contradicting each other when lobbying, explaining that a single lobbyist and a single vote should be enough.

Commissioner Weingot communicated that he had been involved in the past and that this was the reason he was currently involved. He agreed with the Mayor regarding elected officials advocating for the Town.

Commissioner Travani identified the Town residents as his top priority. He stated that the Commission should advocate in Tallahassee as a team and advised against removing the reporting section from the travel policy.

Mayor Danzinger clarified that these were rescissions to return to the old policy before the previous Commission. He addressed Commissioner Vildostegui, saying his comments against him were accusatory and asserting that every meeting he has had was in his Town calendar. He informed Commissioner Travani that he or Commissioner Vildostegui may be outliers if the Commission were to advocate as a team, because the majority would take precedence. He also confirmed that the Mayor's requests superseded a commissioner's. Nevertheless, he granted that every commissioner had the right to lobby for issues which mattered to their constituents.

Commissioner Travani explained that he was not advocating for the entire Commission to go to Tallahassee and asked why the reporting system could not be in place before and after such travel.

Mayor Danzinger reiterated that what was done was due to personal animosity against him.

Commissioner Vildostegui noted that he had no animosity towards the Mayor. He added that the reporting requirement protected against lobbying for issues not related to the Town.

Mayor Danzinger stated that the law prevented him from lobbying on personal matters.

Commissioner Vildostegui restated that the reporting requirement served as a good government policy. He reported that he had made records requests about prior trips which came back unresponsive, stressing that the public should know what they were paying for on behalf of elected officials.

Mayor Danzinger answered that the State and County had very strict laws for lobbying. He brought up the former Commission, which he said changed the laws to allow prior Commissioner Velasquez to vote remotely, whom he said did not live in the Town while serving.

Motion carried with a 3-2 vote, with Commissioner Travani and Commissioner Vildostegui voting in opposition.

2B.) <u>Rescission/modification of Town Resolution No. 2025-3358</u>

Cover Page

Resolution reestablishing and reinstating all sister city relationships

Town Clerk McCready read the title of the resolution into the record.

Mayor Danzinger introduced the item and spoke against the dissolution of relationships established by previous commissions.

A motion was made by Commissioner Weingot to approve the resolution, seconded by Mayor Danzinger.

Mayor Danzinger opened the floor to public comments.

Soledad Krasner expressed her disagreement with the limitation of two minutes per commenter. She detailed her stance that some of these relationships were not built on genuine connection between the cities. She suggested delaying the matters discussed in the special meetings.

Eliana Salzhauer stressed that the items in both meeting agendas were crammed and should not be treated as emergencies. She pointed out that process was important and advised going through the Sister Cities Organization before formalizing ties. In addition, she opposed the relationship with Shomron, Israel, saying they had no real relation to the Town.

Mayor Danzinger closed the floor to public comments.

Mayor Danzinger explained that there was no provision in the Code regarding the sister city relationships.

Commissioner Vildostegui reminded that the Quintana Roo, Mexico sister city relationship was created by the Burkett Commission. He outlined the official process of the Sister Cities organization to solidify these partnerships. He conveyed his belief that sister city relationships should not be about politician connections but about links between the communities. He detailed that after this resolution was passed, he called for a sister cities relationship with an Israeli region, revealing that he spoke with Deputy Consul General of Israel in Miami, Ayellet Black. Moreover, he shared that she proposed a relationship with Sderot, Israel, although it was never formalized. He reiterated that sister city relationships should not depend on the elected officials who held office. He suggested keeping the resolution, working within the Sister Cities organization, and building true links.

Commissioner Travani mentioned that he was not educated enough on the organization or the proposal to contribute to this discussion. He indicated that the Town's emergencies should be handled before such issues.

Commissioner Weingot reflected that the sister cities were nice relationships to have, confirming his support for their reestablishment.

Vice Mayor Benmergui said she was ready to move forward.

Mayor Danzinger pointed out that the sister city relationships passed during his first term were approved unanimously.

Motion carried with a 3-2 vote, with Commissioner Travani and Commissioner Vildostegui voting in opposition.

2C.) <u>Rescission/modification of Town Resolution No. 2026-3509</u>

Cover Page
Resolution No. 2024-3248 Establishing a Sister City Relationship with the City of Hialeah, Florida to Promote Educational, Informational, Cultural and Economic Exchanges
Resolution restoring the naming of the park at Bay Drive and 92nd Street as "Flamingo Garden"

Town Clerk McCready read the title of the resolution into the record.

Mayor Danzinger introduced the item.

A motion was made by Commissioner Weingot to approve the resolution. Mayor Danzinger seconded the motion.

Mayor Danzinger opened the floor to public comments.

Mitchell Kinzer revealed that the park's name was voted on by the community. He commented that neither the public nor the elected officials had had enough time to study the material. He voiced his dissatisfaction with the presentation of these matters as emergencies, when he believed they were not.

Soledad Krasner addressed Mayor Danzinger, saying he had cost the taxpayers a significant amount of money. She encouraged Vice Mayor Benmergui and Commissioner Weingot to vote against this, as they should represent the Town and not Mayor Danzinger's interests. She added that residents deserved more time from elected officials than lobbying did.

Eliana Salzhauer indicated that residents were either working during the time of this meeting or were on vacation at this time of year. She stated that the Commission was not a full-time job, and the Mayor was trying to turn his position into one. She declared that the Town's staff should be running the Town, not the commissioners. She referred to what was taking place as suspicious and wrong. Finally, she called for more time before posting of agendas for meetings.

Mayor Danzinger closed the floor to public comments.

Vice Mayor Benmergui objected to the statement that the Commission was creating chaos, countering that the Town was now exiting last term's turmoil. She spoke on the Little Bay Park, informing that several commissions had tried to take credit for it. She recognized Commissioner Vildostegui's planting efforts in the park. However, she maintained that this was about acknowledging those who built the park. She urged residents to not make attacks during their public comments.

Commissioner Vildostegui raised a point of order to ask Town Attorney Arango how there could be a vote with no chance for Commission discussion.

Mayor Danzinger responded that there was a privileged motion on the table.

Town Attorney Arango recommended allowing Commissioner Vildostegui to speak following the privileged motion.

Mayor Danzinger reiterated that there was a privileged motion on the table, which did not have to be responded to, and Town Attorney Arango confirmed that it only had to be voted on.

Commissioner Vildostegui made a motion to suspend the rules, and Mayor Danzinger stated that the privileged motion could not be overruled.

The privileged motion to call the roll carried with a 3-2 vote with Commissioners Travani and Commissioner Vildostegui voting in opposition.

The motion to approve the resolution carried with a 3-2 vote with Commissioners Travani and Commissioner Vildostegui voting in opposition.

3) <u>Mayor, Commission and Staff Communication</u>

Mayor Danzinger asked for all discussion items to be linked as one item.

Commissioner Weingot moved the item, seconded by Mayor Danzinger. Motion carried with a 3-2 vote, with Commissioner Travani and Commissioner Vildostegui voting against it.

Mayor Danzinger explained that the purpose of these ordinances was to return to the policy prior to the last two years. He called for a motion to direct the Town Attorney to bring back these ordinances as drafted during the next meeting.

Commissioner Weingot made a motion to bring back these ordinances as drafted during the next meeting. Mayor Danzinger seconded the motion.

Mayor Danzinger opened the floor to public comments.

Soledad Krasner questioned Mayor Danzinger's qualifications for his current office. She alluded to the Mayor's statement that these were his drafts, pointing out that the entire Commission had not been part of the process. She also mentioned several priorities that should be discussed before these items.

Michael Karukin indicated that the information provided on each of the items was sparse and that the cover memos lacked information and background. He encouraged the Commission to request input from the Town staff regarding the ordinances.

Eliana Salzhauer stated that what was done was illegal, as the Mayor did not allow the Commissioner to speak even after the Attorney's recommendation.

She brought up that Mayor Danzinger had been guilty of violating ethics in the past. She also clarified that the Little Bay Park's name was voted on through a poll on the Gazette.

George Kousoulas spoke on item 3F and confirmed that he did not agree with it. He continued to explain his reasoning on why this was an effective ordinance.

Mayor Danzinger closed the floor to public comments.

Mayor Danzinger continued to explain the thought process behind item 3F and how it limited the Commission from moving forward with initiatives.

Commissioner Weingot shared that the Commission wished to have a space in order to have official meetings. He rejected the claim that this meant the commissioners were treating their positions as job and called the office a place to conduct Town meetings.

Commissioner Travani stressed the importance of protecting public participation and stated that he did not believe it led to any disruptions. He spoke on the Code of Ethics and asked why it had to be discussed during this meeting. He moved on to the use of Town Hall offices, noting that costs and consequences would come with assigning an office to each elected official. He informed that he did not have a strong opinion on the sand removal or digging. He explained the Planning and Zoning Board's function, establishing that he would not be in favor of removing some of these abilities.

Commissioner Vildostegui stated that there was not enough time to discuss all the items. He went through the different items and indicated that they had required many hours of discussion. He added that anti-corruption laws and free-speech protections did not get rescinded for good reasons. He elaborated on the sand ordinance, which was brought about because a young girl from Lauderdale-By-the-Sea passed away due to being suffocated by sand from a hole. He concluded that what was being done was wrong and called his fellow commissioners' decisions reflexive.

Vice Mayor Benmergui provided her input on the digging of sand and stressed that there should always be parental supervision of kids at the beach. She expressed disagreement with the many prohibitions regarding the beach.

Mayor Danzinger restated that the laws had been changed to target him. He told Commissioner Travani that the Charrette would provide guidance without having to rely on the Planning and Zoning Board. He also emphasized the significance of parental supervision regarding the sand situation.

Motion carried with a 4-1 vote, with Commissioner Vildostegui voting in opposition.

3A.) Discussion and Direction to Town Attorney Regarding Rescission/modification of Town Ordinance No. 2024-1782

Cover Page

Ordinance No. 2024-1782 Amending Section 2-206 Public Participaticipation

Draft Ordinance Amending Sections 2-206 Public Participation

3B.) Discussion and Direction to Town Attorney Regarding Rescission/modification of Town Ordinance No. 2024-1779

Cover Page

Ordinance No. 2024-1779 Amending Article VII Code of Ethics by Amending Sections 2-230 Exploitation of Official Position Prohibited

Draft Ordinance Repealing Ord 2024-1779 Code of Ethics

3C.) Discussion and Direction to Town Attorney Regarding Rescission/modification of Town Ordinance No. 2025-1795

Cover Page

Ordinance No. 2025-1795 Replacing Section 2-26 of Chapter 2, Article 2 Reserved with Section 2-26 Commissioner Usage of Offices

Draft Ordinance Repealing Ord 2025-1795 Usage of Town Hall Offices Draft

3D.) Discussion and Direction to Town Attorney Regarding Rescission/modification of Town Ordinance No. 2025-1789

Cover Page

Ordinance No. 2025-1789 Amending Chapter 34 and Creating Sec 34-1 Sand Removal or Digging on the Dune or Beach

Draft Ordinance Repealing Ord 2025-1795 Usage of Town Hall Offices Draft

3E.) Discussion and Direction to Town Attorney Regarding Rescission/modification of Town Ordinance No. 2026-1803

Cover Page

Ordinance No. 2026-1803 Amending Chapter 2 - Administration, Article VI of the Code of Ordinances

Draft Ordinance Repealing Ordinance 2026-1803 Public Participation

3F.) Discussion and Direction to Town Attorney Regarding Rescission/modification of Town Ordinance No. 2026-1804

Cover Page

Ordinance No. 2026-1804 Amending Chapter 90 - Zoning, Article II of the Code to Require Planning and Zoning Board Advice on Municipal Projects

Draft Ordinance Repealing Ordinance 2026-1804 Planning & Zoning Powers

4) Adjournment

There being no further business to discuss before the Commission, a motion was made by Commissioner Weingot to adjourn the meeting at 12:32 p.m., seconded by Mayor Danzinger. The motion carried with a 5-0 vote.

Accepted this _____ day of _____, 2026.

_____
Mayor Danzinger

Attest:

_____
Sandra N. McCready, MMC
Town Clerk

Town of Surfside
Special Town Commission Meeting
MINUTES
August 6, 2026
12:00 PM
Commission Chambers - 9293 Harding Avenue
Surfside, FL 33154

1) Opening

1.A) Call to Order

Mayor Danzinger called the meeting to order at 12:41 p.m.

1.B) Roll Call of Members

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

Present: Mayor Shlomo Danzinger, Vice Mayor Dayana Benmergui, Commissioner Andrea Travani, Commissioner Gerardo Vildostegui (remotely), and Commissioner David Weingot.

Also present: Acting Town Manager Mario Diaz and Town Attorney Lillian Arango.

1.C) Pledge of Allegiance

Chief Press led the Pledge of Allegiance.

2) Ordinances

2.A) Rescission/Modification of Ordinance 2024-1779 - Amending Article VII Code of Ethics

Cover Page
Ordinance Repealing Ord 2024-1779 Code of Ethics

Town Clerk McCready read the title of the ordinance into the record.

A motion was made by Commissioner Weingot to approve the ordinance, as amended, seconded by Mayor Danzinger.

Mayor Danzinger opened the floor to public comments.

Eliana Salzhauer asked Town Attorney Arango whether she had two or three minutes to speak, noting that she believed she had three minutes.

Commissioner Vildostegui raised a point of order for the Town Attorney to clarify the time allocated for public commenters.

Town Attorney Arango confirmed that the rules provided up to three minutes, but not necessarily three whole minutes.

Eliana Salzhauer objected to the lower time. She addressed Mayor Danzinger and expressed her belief that he was influencing his fellow commissioners to vote under false pretenses. She maintained that reporting standards would not be altered, unless someone hoped to exploit them. Additionally, she highlighted that residents deserved reports on how their money was being spent by their elected officials.

Mitchell Kinzer voiced his disagreement with the two-minute restriction for public speakers. He also referred to the lack of discussion on the combined items as unacceptable. He added that while he was Mayor, there were always meeting spaces without the need for designated offices and reminded that the elected officials served as volunteers. He related that the public was unhappy with the state of affairs.

Soledad Krasner indicated that the Mayor was attempting to remove citizens' power. She noted that there should be better consideration for the residents and urged the commissioners to do their own research on items.

Mayor Danzinger closed the floor to public comments.

Commissioner Weingot described his love for the Town and said there was a lot to accomplish. He reaffirmed his respect for the Mayor, confirming his commitment to the Town. He emphasized the Commission's role to promote progress, despite many who have been against this. He pointed out that some later meetings did not have as much participation as these earlier meetings.

Commissioner Vildostegui cited the previous ordinance's third "whereas clause," which he said detailed why it was created, stating that the new ordinance did not include such reasoning. He questioned why the ordinance was being repealed, indicating that disclosure requirements were based on more than just trust and limited commissioners' ability to profit from decisions. He also explained that this would lead to elected officials not reporting their sources of income as frequently.

Mayor Danzinger clarified that this law was intended to apply specifically to Jeff Rose. He referred to it as very vague, noting that it was drafted by those who allowed the Town to be involved in major lawsuits. He elaborated that the County Code of Ethics and the State Code of Ethics already mandated these disclosures. He reiterated that this was done with animosity and personal vendettas.

Motion carried with a 3-2 vote, with Commissioners Travani and Vildostegui voting in opposition.

2.B) <u>Rescission/modification of Ordinance 2024-1782 Amending Section 2-206 Public Participation</u>

Town Clerk McCready read the title of the ordinance into the record.

A motion was made by Commissioner Weingot to approve the ordinance, seconded by Mayor Danzinger.

Mayor Danzinger opened the floor to public comments.

Eliana Salzhauer stated that this was chaotic and that this ordinance would limit the way residents could participate in public meetings. She asserted that this would be placed on the ballot if it passed.

Michael Karukin asked why the commissioners would want to relinquish their authority to overrule the Mayor if they did not agree with his actions. He advised the rest of the elected officials not to go through with this.

Soledad Barriga articulated her opinion that Mayor Danzinger and former Vice Mayor Rose abused their power during their mutual term. She emphasized her disagreement with this ordinance, referring to it as detrimental to residents.

Mitchell Kinzer confirmed his agreement with the criticism directed towards the Commission on this matter. He expressed his stance that removing the Commission's right to override the Mayor was a violation of Robert's Rules of Orders. He also said the implementation of offices in Town Hall for elected officials was only beneficial for the Mayor, rather than for the Town.

Mayor Danzinger closed the floor to public comments.

Commissioner Travani indicated that he had a few issues with the modifications, stating that he would like to maintain Robert's Rules of Order in place if the commissioners wished to override the Mayor. He spoke against the usage of the word 'impertinent,' referring to it as unclear and acknowledging that residents should have the right to communicate their dissatisfaction. He mentioned the ability of the public to speak on every agenda item and maintained that this practice should be continued.

Commissioner Vildostegui brought up Rule 7.05, sharing that he removed the words 'impertinent' or 'slanderous' as standards for cutting residents off, due to their vagueness. He provided an example of when he was directed to stop speaking in 2023 during Mayor Danzinger's first term and objected to the claim that his comments were 'impertinent'. He agreed with Mr. Karukin that the Commission should not give up its right to question the Chair's decisions. He reminded that many people got ejected from meetings when the former rule was in place and questioned why the elected officials would remove First Amendment protections from residents. Finally, he noted that the changes made during his own Commission protected the Town from lawsuits.

Commissioner Weingot briefed that running as mayor carried a different meaning than running as a commissioner. He emphasized the importance of the Chair's role as a leader and added that this item was specifically

about allowing citizens to provide presentations, not the amount of time allotted for public speakers.

Mayor Danzinger countered that First Amendment rights were not being taken away. He stated that the Chair's duty was to run the meeting and ensure efficiency. He encouraged residents to contact their elected officials outside of meetings as well, because meetings were mainly for Commission discussions. He clarified that the ordinance would not restrict resident input and described the differences between a citizen's presentation and citizen discussion. He identified potential issues with allowing citizens to present and explained the public hearing portion of the ordinance, detailing that residents would keep their speech rights at those. However, he shared his reasoning that residents' ability to speak on every item in Commission meeting agendas did not belong in a public hearing section. He stated that these laws existed for years before the last Commission and were being reverted to how they used to be.

Motion carried with a 3-2 vote, with Commissioner Travani and Commissioner Vildostegui voting in opposition.

2.C) <u>Rescission/modification of Ordinance 2025-1795 Replacing Section 2-26 of Chapter 2, Article 2 Reserved with Section 2-26 Commissioner Usage of Offices in Town Hall</u>

Cover Page

Ordinance Repealing Ord 2025-1795 Usage of Town Hall Offices

Town Clerk McCready read the title of the ordinance into the record.

A motion was made by Commissioner Weingot to approve the ordinance, seconded by Mayor Danzinger.

Mayor Danzinger opened the floor to public comments.

Eliana Salzhauer expressed her disapproval of the Mayor's use of a personal office in Town Hall. She remarked that there was always office space available for meetings and said commissioners being in Town Hall wrongfully eliminated public record creation.

Michael Karukin requested clarification on whether every elected official would receive an office or whether there would be a shared office. He raised issues with staff being moved to accommodate elected officials, reminding that the latter held voluntary positions.

Soledad Krasner questioned whether the commissioners had jobs and why they requested salaries. She stressed that the public needed transparency from its elected officials. Additionally, she confirmed her disagreement with the Mayor having an office in Town Hall.

Mayor Danzinger closed the floor to public comments.

Commissioner Weingot asked whether a public record was created when speaking to someone on the street or when conducting a televised meeting. He conveyed that he was surprised some residents did not want the Mayor to work hard.

Commissioner Travani asked regarding the use of the offices and what would be utilized by the elected officials.

Mayor Danzinger spoke on the offices that would be in use.

A conversation was held regarding the usage of the offices.

Vice Mayor Benmergui stated that there should be a shared office for all the members of the Commission.

Commissioner Travani expressed that he would like to have a plan to promote a more efficient utilization of Town Hall.

Mayor Danzinger answered that they could not have a conversation with a restriction in place.

Commissioner Vildostegui detailed that the matter was about the separation of the Town Manager and the Commission. He stated that the Commission should let management take the lead in matters of the Town. He spoke regarding a past parody email that created issues. He also referenced the Mayor's State of the Town address video made during his last term. He suggested that the elected officials limit their amount of time spent in Town Hall in order to prevent corruption and said that issues would emerge if there was no separation of powers between the Commission and the Town Manager.

Mayor Danzinger stated that this was rescinding a law that was in place. He noted that the amount of time spent by a Town Commissioner serving the Town was their prerogative. He added that the accusations made by Commissioner Vildostegui were baseless and pointed out that other municipalities also did state of the town or city addresses.

Motion carried with a 3-2 vote, with Commissioners Travani and Vildostegui voting in opposition.

2.D) <u>Rescission/modification of Ordinance 2025-1789 Amending Chapter 34 and Creating Sec. 34-1 Sand Removal or Digging on the Dune or Beach</u>

Cover Page
Ordinance Repealing Ord 2025-1789 Sand Removal or Digging on Beach

Town Clerk McCready read the title of the ordinance into the record.

A motion was made by Commissioner Weingot to approve the ordinance, seconded by Mayor Danzinger.

Mayor Danzinger opened the floor to public comments.

Eliana Salzhauer mentioned a past parody email. She spoke on the ordinance and stated that the ordinance was important, as digging in the sand could become dangerous if a wave were to come.

Soledad Krasner stated that it could take a couple of minutes to save

children's lives in danger. She added that this would entail preceding something that could protect the lives of children.

David Karp shared that the lifeguards had said there was no way to enforce this law. He commented that it should not be repealed but there should be a way to enforce it.

Mayor Danzinger closed the floor to public comments.

Commissioner Vildostegui identified this as a danger not many people were aware of and having a law helped to educate people and save lives. He said digging small holes would not make the damage, but holes bigger than two feet wide would. He communicated that he did not understand why this law was being repealed.

Commissioner Weingot acknowledged the concern; however, he maintained that the law was not and could not be enforced. He suggested other ways of handling this matter, offering to help educate the community regarding beach safety and being involved in their children's activities.

Mayor Danzinger expressed that this was an overly broad law and that it affected many factors that would make various types of digging illegal. He spoke on different kinds of deaths, indicating that restrictions had not been placed to prevent them. He highlighted that the Town's beach was a state beach and it was not the Town's purview to dictate what happened on the beach.

Commissioner Travani reflected that he did not see the point of having ordinances that were not being enforced. He related that he would be in favor of appealing this if there could be a way of addressing the issue of beach safety and proposed bringing a discussion item forward at a later meeting.

Mayor Danzinger noted that any commissioner was welcome to place discussion items on the agenda.

Vice Mayor Benmergui voiced her agreement with Commissioner Travani and noted that digging an 18-inch hole was not enough depth, as to create danger, a hole of least three to five feet would need to be dug. She stated that there were no other cities creating laws on this matter besides Lauderdale-by-the-Sea.

Motion carried with a 4-1 vote, with Commissioner Vildostegui voting in opposition.

2.E) <u>Rescission/modification of Ordinance 2026-1803 Amending Chapter 2 - Administration, Article VI of the Code of Ordinances</u>

Cover Page

Ordinance Repealing Ordinance 2026-1803 Public Participation

Mayor Danzinger made a motion to lay the item on the table, as it was addressed under item 2B.

A motion was made by Commissioner Weingot to approve laying the item on the table, seconded by Mayor Danzinger.

Town Attorney Arango clarified that this exact provision was already addressed in the ordinance under item 2B. She confirmed that it was redundant.

Mayor Danzinger established that any changes being made to Rule 7.05 were already approved under item 2B.

Motion carried with a 3-0 vote, with Commissioner Travani and Commissioner Vildostegui voting in opposition.

2.F) <u>Rescission/modification of Ordinance 2026-1804 Amending Chapter 90-Zoning, Article II of the Code to Require Planning and Zoning Board Advice on Municipal Projects</u>

Cover Page

Ordinance Repealing Ordinance 2026-1804 Planning & Zoning Powers

Town Clerk McCready read the title of the ordinance into the record.

A motion was made by Commissioner Weingot to approve the ordinance, seconded by Mayor Danzinger.

Mayor Danzinger opened the floor to public comments.

Eliana Salzhauer raised concerns with placing two items addressing separate parts of the ordinance and not allowing comments on one. She said this would have to be placed on the ballot as a Charter amendment for residents to protect their speech rights. She stressed the importance of including the Planning and Zoning Board in the process and of recognizing the slow pace of government.

Mitchell Kinzer expressed disagreement with what was being discussed at the meeting and with elected officials speaking to residents in a derogatory manner. He highlighted the difference between the words "occupation" and "use" when it came to commissioners having offices in Town Hall. He elaborated that the Town Hall was expanded to create additional office space for the government by removing a water tower. He concluded that sufficient notice should be provided prior to Commission meetings and that the business of the Town was to be conducted at these meetings, not in Town Hall. He emphasized that everyone should have the right to speak.

Soledad Krasner reminded the elected officials that they were there to serve the citizens. She brought up the lightning violations of the 4th of July event, saying that attendees were put in danger. She questioned how much money was spent during Mayor Danzinger's first term.

Michael Karukin voiced his concerns with the prevention of the public comment section that was discussed previously. He asked if placing the item on the table meant that Ordinance 2026-1803 would still be repealed or if it would move forward at another meeting. He noted that this ordinance was distinct from Ordinance 2026-1782 and objected to not

being able to speak on 1803.

George Kousoulas urged the Commission to reconsider. He touched upon the background of when the ordinance was previously passed. He conveyed his belief that this would not slow down the process and communicated the value of receiving input from the Planning and Zoning Board.

Mayor Danzinger closed the floor to public comments.

Commissioner Vildostegui mentioned that many institutions where construction took place had an architect onsite. He spoke regarding the street signs and lights on 93rd street, expressing his belief that these did not match. He added that professional advice on design and taste was needed from the Planning and Zoning Board experts.

Commissioner Travani concurred with the comments made by Mr. Kousoulas and said the Town should use the resources they already had.

Commissioner Weingot acknowledged that the Planning and Zoning Board was composed of experts, noting that the older ordinance was being reinstated. He conveyed his perspective that relying on a Board for an item could take an extensive amount of time. Finally, he confirmed that the Commission should turn to the Board for general assistance.

Vice Mayor Benmergui confirmed her agreement with Mr. Kousoulas and with Commissioner Weingot. She inquired about the Building Department's role in the approval of projects.

Commissioner Travani clarified that the Building Department dealt with the Code and the Planning and Zoning Board handled design aspects.

Mayor Danzinger referred to the comments of him 'taking away people's rights' as ironic, since he said everyone had the ability to speak. He outlined issues with how this ordinance was passed and explained that this was why it was being rescinded. He detailed that the Commission fully supported public engagement, such as through boards and committees. He suggested revisiting this item once restrictions were removed.

Commissioner Travani stressed the need to bring this item back as soon as possible.

Mayor Danzinger voiced his hopes of engaging the Planning and Zoning Board experts and Mr. Kousoulas on this matter.

Motion carried with a 4-1 vote, with Commissioner Vildostegui voting in opposition.

Mayor Danzinger announced that this was Chief Press's last week with the Town; he thanked him for his work with the Town and wished him the best in his future endeavors.

3) <u>Adjournment</u>

There being no further business to discuss before the Commission, a motion was made by Commissioner Travani to adjourn the meeting at 2:34 p.m., seconded by Mayor Danzinger. The motion carried with a 5-0 vote.

Accepted this _____ day of _____, 2026.

_____
Mayor Danzinger

Attest:

_____
Sandra N. McCready, MMC
Town Clerk

Town of Surfside
Town Commission
MINUTES
August 11, 2026
7:00 PM
Commission Chambers - 9293 Harding Avenue
Surfside, FL 33154

1) Opening

1.A) Call to Order

Mayor Danzinger called the meeting to order at 7:08 p.m.

1.B) Roll Call of Members

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

Present: Mayor Shlomo Danzinger, Commissioner Andrea Travani, and Commissioner Gerardo Vildostegui.

Absent: Vice Mayor Dayana Benmergui and Commissioner David Weingot.

Also present: Acting Town Manager Mario Diaz and Town Attorney Lillian Arango.

1.C) Pledge of Allegiance

Interim Chief Matelis led the pledge.

1.D) Invocation by Father Juan J. Sosa

Father Juan J. Sosa led the invocation.

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

Mayor Danzinger requested to move up item 9F after the consent agenda. He also asked to move items 5A and 5B into the consent agenda.

Acting Town Manager Diaz clarified that the item 5A resolution had been amended to spell out the short-term disability and life insurance portions. He reassured that there were no price differences between this and what had been previously presented.

Commissioner Vildostegui made a motion to approve Mayor Danzinger's

changes to the agenda. Mayor Danzinger seconded the motion. Motion carried with a vote of 3-0, with Vice Mayor Benmergui and Commissioner Weingot absent.

Commissioner Vildostegui made a motion to add an item 1G for Board and Committee Appointments and a new item 9J on informing the Florida Wildflower Foundation of the Bay Drive and 92nd Street Bay Drive park name change.

Mayor Danzinger recommended waiting to appoint the Youth Council at-large members until the rest of the Commission was present.

Further comments were made on the Council appointment process.

Commissioner Travani seconded the motion. Motion carried with a vote of 3-0, with Vice Mayor Benmergui and Commissioner Weingot absent.

1.F) Mayor and Commission Remarks

Mayor Danzinger thanked the members of the public for being present and participating in the meeting.

Commissioner Travani expressed his gratitude for the public as well. He referred to a video he posted on Instagram where he encouraged residents to communicate with their elected officials and to speak at meetings.

Commissioner Vildostegui welcomed everyone to the meeting, agreeing on the importance of public participation. He also congratulated new Interim Chief of Police, Jay Matelis, for taking on the role.

1.G) Youth Council Appointments (Walk on Item)

Commissioner Vildostegui nominated Veronica Lopez to the Youth Council. He spoke regarding his belief that all six applicants for the at-large positions should be appointed and made a motion to do so, seconded by Commissioner Travani.

Mayor Danzinger stated that there was no urgency to nominate the at-large members, since the Council would already have a quorum with Ms. Lopez. He explained his intent of having the Commission recruit children to serve, reporting that he had nominated a brand-new member himself. He added that he would be present to assist the new members with conducting meetings. Furthermore, he advised the commissioners that their at-large appointments may be undone once the rest of the elected officials returned.

Commissioner Vildostegui expressed his understanding that the at-large members must be former members, seeking clarification from Town Attorney Arango.

Mayor Danzinger noted that they could be former members.

Town Attorney Arango specified that the wording could be interpreted as not being strictly restricted to members who had already served.

Additional remarks were made on the language.

Mayor Danzinger opened the floor to public comments.

Barbara Cohen shared that she served on a Board in her teenage years, noting that she learned a lot during this time. She said it would be a disservice to the applicants if they were not chosen, because it would be a great experience for them.

Mayor Danzinger closed the floor to public comments.

Commissioner Vildostegui reiterated his perspective that the language entailed that the at-large members should have served previously. He communicated his belief that it would be unfair to look for new people when qualified kids had already submitted applications. He highlighted that this should be a merit-based process, where applications were turned in and considered. He raised concerns with the Mayor's appointing of a student who had never applied to the Council.

Commissioner Vildostegui amended his motion to appoint all six applicants, who were previous members, if legally permitted, to the Council, or to direct the Town Attorney to do a selection by lot. The motion died for lack of a second.

2) Quasi-Judicial Hearings

3) <u>Consent Agenda</u>

<u>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 by completing a speaker card. They will be recognized to speak prior to the approval of the consent agenda.</u>

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 by completing a speaker card. They will be recognized to speak prior to the approval of the consent agenda.

Mayor Danzinger opened the floor to public comments.

Michael Karukin mentioned item 3G regarding the audit contract and encouraged the Commission to ask the Town Manager whether an audit of the Parking Trust Fund was included. He cited page 4 of the contract about the identification of "significant risks of material misstatement," advising the Commission to seek clarification from the Town Manager on what this meant.

Mayor Danzinger closed the floor to public comments.

A motion was made by Commissioner Vildostegui to approve the consent agenda, seconded by Commissioner Travani.

Acting Town Manager Diaz clarified that the independent external audit was overseeing only Fiscal Year (FY) 2025 and preparing for FY 2026. He informed that once the internal team finalized the closeouts for FY 2025 and provided these to the auditors, then historical information would be further looked into. He concluded that the audit would not incorporate the Parking Trust Fund.

Motion carried with a 3-0 vote, with Vice Mayor Benmergui and Commissioner Weingot absent.

3.A) Approval of Minutes

2026-07-16 Regular Town Commission Meeting Minutes
2026-07-24 Special Town Commission Meeting Minutes
2026-07-28 Special Town Commission Meeting Minutes

3.B) Boards and Committees Meeting Minutes

June 25, 2026 Planning and Zoning Board Meeting Minutes
July 6, 2026 Resort Tax Board Meeting Minutes

3.C) Renewal of PF Solutions for Gazette Printing and Distribution for FY2027

Cover Page
Resolution Approving Purchase of Printing Services for Gazette
Renewal of PF Solutions for Gazette Printing and Distribution for FY2027

3.D) Resolution Ratifying AFSCME MOU - Holiday Pay

Cover Page
Resolution Approving MOU with AFSCME Workdays on Holidays
AFSCME MOU-Holiday Pay

3.E) Youth Soccer Program for Fiscal Year 2027

Cover Page
Resolution Approving Youth Soccer Agreement with Alves Sports for FY 2027
Exhibit "A" - Contractual Service Agreement

3.F) Approving GM Sports for Youth Tennis Program FY27

Cover Page
Resolution Approving GM Sports - Youth Tennis FY 2027
Exhibit "A" - Provider Agreement with GM Sports - Youth Tennis FY 2027

3.G) Independent External Audit Reengagement

Cover Page
Resolution Approve Renewal of Auditors CBIZ - FY 2025 and 2026
Exhibit "A" - Marcum LLP - Engagement Letter
Exhibit "B" - Proposal for FY 2025 and 2026

3.H) Authorization to Assign and Consent to Consulting Services Engagement from Caballero Fierman Llerena & Garcia, LLP to Fierman, PLLC

Cover Page
Resolution Approving assignment to Fierman - Financial Services Fierman PLLC

3.I) Urban County Participation Amendment (FY 2027–2029)
Cover Page
Resolution Approving 1st Amendment - Urban County Participation FY 2027-2029
Surfside_MDC_Urban_County_FY2027-29
Town of Surfside Urban County Agreement 2024-2026
CPD-26-08
1st Amendment Urban County - Surfside

3.J) Water and Sewer Rate Adjustment
Cover Page
Resolution No. 2022-2919-Adopting Multi Year Water Sewer Rates Service Charges
Resolution Adopting Water and Sewer Rates for FY 2027

4) Ordinances

Second Reading

First Reading

5) Resolutions and Proclamations
If the public wishes to speak on any matters in this section of the agenda, they must inform the Town Clerk by completing a speaker card and they will be recognized to speak at the beginning of this section.

If the public wishes to speak on any matters in this section of the agenda, they must inform the Town Clerk by completing a speaker card and they will be recognized to speak at the beginning of this section.

Items approved as part of the consent agenda.

5.A) Town of Surfside - Initial Health Insurance 2026/2027 Renewal Workup
Cover Page
Town of Surfside - 2026 Renewal Executive Summary & Recommendations
Town of Surfside - 26 Employee Benefits Renewal Executive Summary
Resolution Approving Cigna FY 2026 27 for Health, Dental and Vision Insurance

5.B) Authorization to Purchase Critical Pumps and Motors for Aquatics Facilities
Cover Page
42 Filter 6in 4Valve Manifold Horiz Submittal DWG 070517
AFM Glass Filter Media Fact Sheet 4-page
Aquafinity Dryden Sole Source Letter JUNE 2026
Resolution Approving Purchase of Pumps and Motors for Acquatic Facilities

Estimate 360897
Estimate 360911
Estimate 360916
Estimate 360957
Estimate 360964

6) Good and Welfare (Set for approximately 8:15 p.m.)
Public comments for subjects or items not on the agenda.

Mayor Danzinger reconvened the meeting at 8:22 p.m.

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

Present: Mayor Shlomo Danzinger, Commissioner Andrea Travani, and Commissioner Gerardo Vildostegui.

Absent: Vice Mayor Dayana Benmergui and Commissioner David Weingot.

Also present: Acting Town Manager Mario Diaz and Town Attorney Lillian Arango.

Mayor Danzinger opened the floor to public comments.

Marianne Meischeid spoke on the Surfside Memorial and the rubble that was not included. She suggested adding artificial reefs using the rubble from the collapse.

Eliana Salzhauer commented on the special meetings that were held last week, which she believed were called last minute. She discussed the reasoning for her disagreement with the calling of the meetings and their contents. She also raised concerns with the absence of Vice Mayor Benmergui and Commissioner Weingot from a regularly scheduled meeting.

Martin Langesfeld expressed his disappointment with the special meeting held on July 28. He mentioned the Champlain Towers South Memorial and the Memorial Committee that was appointed by the previous Commission. He elaborated on the design of the Memorial that was worked on and stated that what took place during the special meeting insulted the families. He shared his dissatisfaction with the approved design and requested that the families of those who passed be included in this process. He asked the elected officials to approve what had been previously approved.

Jocelyn Kinzer spoke regarding the last two special meetings which were called, confirming that she did not agree with them. She pointed out that the agendas were posted too close to the meeting dates and meetings were held at inconvenient times, although the included material was extensive. She also brought up her stance that there had been a lack of respect of the public's right to speak. She posed issues with commissioners failing to report on their travel expenses and urged the elected officials to treat each other with respect.

Michael Karukin touched upon the right to speak on the agenda items and requested that the Commission ask the Town Attorney to clarify regarding the

proposed modifications to Ordinance No. 2024-1782 put forward the week before. He expanded upon the Chief of Staff position that was being proposed and asked for further information on the role. He shared his satisfaction with Acting Town Manager Diaz and said he should have been permanently hired. He thanked Acting Town Manager Diaz for his service.

George Kousoulas spoke on the Planning and Zoning Board matter from last meeting and briefed that he had put together a document for the Commission to review. He elaborated on the beach chair issue that was resolved four years ago, declaring that he had not heard any complaints since then. Therefore, he encouraged the commissioners to work to find effective solutions to problems.

Mayor Danzinger closed the floor to public comments.

Commissioner Travani addressed Ms. Meischeid's idea on the reefs, proposing that the reefs be extended to prevent illegal boating.

Commissioner Vildostegui acknowledged Mr. Langesfeld's statements, agreeing that the occurrences of the July special meeting were uncalled for. He communicated that he had attempted to inform his fellow commissioners that they were erasing years of work done by the Memorial Committee with their decision. He referred to the approved Memorial image as completely inappropriate for its purpose. Furthermore, he stated that the punctured canopy design had been removed from the Memorial design, noting that he was attempting to bring it back. He established that he voted no at the special meeting because he believed in the design's integrity. He said he had become accustomed to bullying on the dais; however, he highlighted that he felt most affronted when he was muted during an item at the special meeting. He declared that he had the right to speak as an elected official and thanked the residents for standing with him.

Commissioner Travani commented on the Memorial and confirmed his support for processes and the ideas which consequently arise. He shared his thoughts on the special meetings that were called, agreeing that it was difficult to read the agendas with such limited time.

Mayor Danzinger identified Ms. Meischeid's reef proposal as a great idea. He stated that the special meetings called the week before were all noticed properly within 48 hours and reminded that previous commissions had done the same. He added that people would be present if they had an interest in the item. He said the Town had been waiting five years for the Memorial and explained that the value engineering had been done during the former Commission's term. He addressed Commissioner Vildostegui, clarifying that the hand image had been approved by the Memorial Committee and saying that it was found suitable. He also emphasized that people were still allowed to speak at meetings. Additionally, he confirmed that each receipt for Travel to the capital would be provided to the Town. He summarized that the prior changes were made for citizen presentations during public hearings, not for citizen discussion on decision-making items.

7) Town Manager and Town Attorney Reports

7.A) <u>Town Manager's Report</u>

Cover Page

Town Manager Report

Acting Town Manager Diaz introduced the item and provided his Town Manager's report. He announced that this would be his final meeting before exiting the Town, thanked the current Commissioners for welcoming him and voiced his gratitude for former Vice Mayor Tina Paul and Commissioner Velasquez for considering him for the job. He said it had been an honor to serve with the Surfside team and shared that Town Clerk McCready would be taking on the role of Acting Town Manager upon his departure. He added that the Town would be in good hands and assured that he would be available for any questions.

Mayor Danzinger spoke regarding Acting Town Manager Diaz's work during his time serving.

Town Clerk McCready thanked Mr. Diaz for his time in the Town.

Commissioner Travani expressed his gratitude for Mr. Diaz's service and his time in the Town.

Commissioner Vildostegui recognized that one of the best things he had accomplished was helping bring Mr. Diaz on board. He also extended his thankfulness to Mr. Diaz for his service and for setting the highest standard of professionalism.

Acting Town Manager Diaz thanked previous Mayor Burkett and Commissioner Coto for their support during their term. Additionally, he voiced his gratitude for the current elected officials and the relationships he had formed with them.

7.B) <u>Town Attorney's Report</u>

Town Attorney Arango stated that there was nothing urgent to report.

Commissioner Travani asked regarding the consultant selection for the urban planning.

Acting Town Manager Diaz answered that the Commission should be receiving a summary email and that the item would be on the September 3 agenda for consideration.

Mayor Danzinger asked for a 15-minute break at 8:00 p.m.

8) Unfinished Business and New Business?

9) Mayor, Commission and Staff Communications

9.A) Traffic Calming Update- Selection of Speed Bump Materials

Cover Page

Res - Approving Corradino - Traffic Calming Pilot Program Design Services - Phase Two

Ex. A Project Agreement - Corradino Group - Traffic Calming Phase Two

Project Agreement - Corradino Group - Traffic Calming Phase Two

TSnL Master Catalog-Designed Speeds
Plantation Unit Costs
Town of Surfside Traffic Calming Features Assessment - 20260112

Item was not heard.

9.B) Pension Plan Amendments for Director Hires
Cover Page
Proposed Language Sec. 2 174. Membership

Item was not heard.

9.C) Discussion on Young Professional Meet & Greet Initiative
Cover Page

Item was not heard.

9.D) Townwide Street Lighting Improvement Program
Cover Page
Surfside Townwide Street Lighting Improvement Proposal 2026.07.07
Kimley-Horn July 2025 Proposal
Street Light Options - Presented April 18, 2023
Town of Surfside - Residential Street Lighting Photometric Analysis and Recommendations

Item was discussed under item 9E.

9.E) <u>Updates to Street Ends</u>
Cover Page

Mayor Danzinger introduced the item. He asked if it should be tied to the Charrette.

Commissioner Travani suggested that this item be separate from the Charrette.

Mayor Danzinger asked Commissioner Travani what the next steps would be.

Commissioner Travani clarified that the path would feature surveying, identifying the areas, and evaluating the security enhancement options. He suggested that the Public Works Department review the steps to move forward with the process. He indicated that once there were concept plans, a workshop could take place and then the plans could be finalized.

Commissioner Vildostegui stated that Miami Beach and Normandy Island had street end parks on their Bay Drive, which could serve as inspiration for the Town. He expressed that there should be public discussion on this matter but conveyed his support for the initiative.

Commissioner Travani highlighted that this was not only about accessibility but also about security. He outlined that residents who lived by street ends had raised concerns with the lack of separation and barriers present.

He made a motion to instruct Public Works to review the 10 steps, verify them, expand if needed and begin the process of finalizing the steps. Commissioner Vildostegui seconded the motion.

Mayor Danzinger brought up using the 2006 Charrette as a guide and voiced his enthusiasm to continue discussing the item in the future.

Mayor Danzinger opened the floor to public comments.

George Kousoulas referred to this as a great idea. He revealed that the initiative had been controversial in the past but encouraged the Commission to see it through.

Mayor Danzinger closed the floor to public comments.

Motion carried with a 3-0 vote, with Vice Mayor Benmergui and Commissioner Weingot absent.

Mayor Danzinger stated that he would like to call a motion to adjourn.

Commissioner Vildostegui proposed that the Commission continue discussing different topics.

Mayor Danzinger reiterated that he would like the rest of the Commission to be present in order to talk over the other matters.

Commissioner Travani asked regarding the Pension Plan amendments.

Mayor Danzinger explained that no pension changes could be made without the pension attorney present. He also noted that the actuary had to be involved in the process.

Commissioner Travani brought up the Street Lighting Improvement program and asked whether the Commission could create a path forward for this. He proposed that this go through Public Works, specifying that engineering plans were missing and an engineer should be engaged.

Mayor Danzinger answered that a study had been done and that now alternative options to undergrounding were available, such as a solar solution or tapping into lines.

Commissioner Vildostegui informed that he had talked to Acting Town Manager Diaz regarding how items 9A, 9D, 9E and 9I could fit into the urban plan. He asked the Acting Town Manager for advice on the matter.

Acting Town Manager Diaz expressed that there was no solid vision on what the identity of the Town should be. He recognized that the Charrette would be a great opportunity to come up with a cohesive plan. He detailed that he had also recommended a branding exercise to discuss the Town's identity, stressing that it would be a long process to find the right branding. He said the Charrette would be a step in the right direction. In addition, he revealed Town Attorney Helfman's suggestion of presenting two blocks as models of the ideal Surfside vision. He reported that a standalone quote for the streetlight project had been received from Kimley-Horn of about

$140,000. Moreover, he put forward that the Commission could either handle each project separately or all together. He emphasized the importance of maintaining cohesion between designs, advising the elected officials to come together on the best way to achieve this goal.

Mayor Danzinger related that during his last term, street signs and lighting were designed, which were never finalized.

A conversation was held on the subject.

Commissioner Travani stated that there should be consensus regarding the streetlighting being a standalone project. He recommended moving forward with the proposal from Kimley-Horn and altering the design based on feedback received at a workshop.

Commissioner Vildostegui alluded to his conversation with Mr. Diaz regarding general streetscape. He mentioned 9A and the material selection, inquiring what the Commission wished to do about the old speed humps.

Mayor Danzinger asked whether there were any other engineers willing to take on the streetlighting project.

Acting Town Manager Diaz clarified that when a Consultants' Competitive Negotiation Act (CCNA) pool was employed, prices could not be chosen. He instructed that an RFP (Request for Proposal) would need to be conducted to obtain competitive costs. He explained that Kimley-Horn had a scope for the design during undergrounding, listing the prices for the first phase as $181,000, and the second and third phases as around $91,000-$95,000. He added that once undergrounding was removed, the price for the design was lowered to about $140,000.

Mayor Danzinger communicated his desire to advance this project. He provided further background on planning the changes to the street.

Commissioner Travani made a motion to move forward with the Kimley-Horn proposal, seconded by Mayor Danzinger.

Additional remarks were made on next steps.

Mayor Danzinger opened the floor to public comments.

Eliana Salzhauer stressed the significance of proceeding with caution and prioritizing cohesion. She voiced her opinion that during Mayor Danzinger's last term, unpleasant and impractical exercise equipment was placed on the street ends. She acknowledged that government included slow processes, while emphasizing that projects should never be rushed. Additionally, she pointed out that the traffic problem should be a main discussion topic at the upcoming Charrette. She urged the Commission to have Florida Power & Light (FPL) come and switch the streetlight bulbs and fix the broken lights before advancing with any project.

George Kousoulas countered that the problem with the lights was not broken light bulbs, but a lack of fixtures in the Town. He recommended

having lights on top of poles rather than on mast arms, explaining that mast arms were effective for cars but shone directly into people's homes. He warned the commissioners not to get too carried away with the Town's branding.

Mayor Danzinger closed the floor to public comments.

Motion carried with a 3-0 vote, with Vice Mayor Benmergui and Commissioner Weingot absent.

9.F) <u>Ruth K. Broad School Bus Shuttle Program - Transportation Services for the Town of Surfside - Update</u>

Cover Page

Ruth K. Broad Schools Bus Shuttle Program - Transportation Services-5-12-26

Starcraft bus shuttle

Mayor Danzinger introduced the item.

Acting Town Manager Diaz spoke on the item and stated that they could utilize the Miami-Dade County School Board contract as a basis. He reported that there were three bus services available for the area and ready to begin, detailing that costs ranged from $80,000 to $100,000.

Mayor Danzinger inquired whether there were any key differences between the three.

Acting Town Manager Diaz responded that they all met the scope and requirements, as provided by the County School Board. He outlined the prices per day for the school year for each option and informed that about 45-50 students were expected to ride the bus.

Mayor Danzinger raised a question regarding the students who would use the services.

Parks and Recreation Director Perez explained that the bus was advertised, spots were given on a first-come, first-serve basis, and a waiting list was created for those who responded when a capacity had been reached.

Further comments were made on the matter, with Parks and Recreation Director Perez confirming that he would begin the process as soon as possible if a bus vendor was selected.

A motion was made by Commissioner Vildostegui to approve the bus services of Carlos and Susana, seconded by Commissioner Travani.

Mayor Danzinger opened the floor to public comments.

Carl Alacqua said he was present on behalf of the parents and thanked the Commission.

Mayor Danzinger closed the floor to public comments.

Commissioner Vildostegui expanded upon why he agreed with the initiative, due to traffic reduction. He reported that he attempted to add this item to the August 6th Special Town Commission Meeting agenda, but only Commissioner Travani approved of this.

Commissioner Travani brought up the possibility of an excess of parents signing up their children and sought clarification from Parks and Recreation Director Perez on the matter.

Parks and Recreation Director Perez reiterated that there was a maximum capacity for students who could ride in the bus. He mentioned the waiting list and described the attendance monitoring process for the bus as well.

Mayor Danzinger reopened the floor to public comments.

Marianne Meischeid informed that the Parks and Recreation Committee made its decision on the bus based on attendance data.

Mayor Danzinger closed the floor to public comments.

Mayor Danzinger requested that Parks and Recreation Director Perez notify the Commission if the waiting list was extensive, so the services could be increased. He read the statements sent by Vice Mayor Benmergui and Commissioner Weingot into the record on their support for the bus service. He stated that this had been discussed in the past and noted that the Commission has expressed their support. He concluded that he was glad the service would be available for the first day of the new school year.

Town Attorney Arango remarked that the piggyback from the County had been approved and that a cover agreement would need to be prepared with standard protections for the Town and the children. She confirmed that she would work with Acting Town Manager Diaz and Parks and Recreation Director Perez to have this ready by the next day.

Commissioner Vildostegui amended his motion to approval, subject to the Town Attorney's negotiations and completion of the contract. Commissioner Travani seconded the amended motion. Motion carried with a 3-0 vote, with Vice Mayor Benmergui and Commissioner Weingot absent.

9.G) Parking Management Enhancements and Resident Permit Options
Cover Page

9.H) <u>Community Center ADA Connection</u>
Cover Page
2026.07.23 Surfside Town-wide Community Center ROW
2026.07.23 Surfside Town-wide Community Center ADA Proposal

Commissioner Travani introduced the item regarding the Community Center's entrance.

Mayor Danzinger specified that the entrance was designed this way to prevent children from running out onto the street.

Commissioner Travani noted that this design and the placement of the crosswalk was inconvenient for wheelchairs. He communicated that Mr. Karukin had brought this issue to his attention.

Mayor Danzinger opened the floor to public comments.

Eliana Salzhauer revealed that she was on the Community Center Committee that had it built this way. She explained that the 96th Street Park entrance was moved to stop kids from running onto the street as well. She said the driveway and hedges in the Community Center were supposed to provide a barrier for children. She agreed that the entrance should be compliant with the Americans with Disabilities Act (ADA) and suggested installing a childproof gate. She also raised issues with the Kushner construction workers parking in front of the Community Center driveway, noting that this space was for emergency use.

Michael Karukin referenced an incident which occurred in September of 2023, where a crowd of people were leaving the Community Center and his wife was hit by a cyclist while standing on the crosswalk. He emphasized the need to create additional space for people to awaiting the light to change. He also said he had renderings he could share with the Commission.

Mayor Danzinger closed the floor to public comments.

Mayor Danzinger agreed that the traffic pole protruded into the right-of-way and asked Public Works Director Eugent to check if it was ADA-compliant. He asked whether this could be done by the Town or if it was the Department of Transportation's (DOT) responsibility.

Acting Town Manager Diaz responded that the Community Center's driveway would have to be handled by the DOT, so a DOT permit would be required to make any changes there. He said a permit should not be necessary for landscaping, but moving the pole would require a permit, along with a design and a project.

Commissioner Vildostegui proposed a wider curb cut to give wheelchairs and mobility devices more room to access the path. He pointed out that this would maintain the child-safety aspect. He directed the Town staff to study the curb cut width and assess if there was ability for wheelchairs or mobility devices to maneuver this.

Acting Town Manager Diaz confirmed that the radius could be examined. He disclosed that the sidewalk was ADA-compliant, per DOT standards. He communicated that DOT may be willing to resolve this without undergoing a complex project.

Mayor Danzinger highlighted potential issues with expanding the curb cut, such as creating a consequent disruption to the path.

Commissioner Travani suggested widening access to the sidewalk or trimming the hedges, as Mr. Karukin proposed.

Mayor Danzinger pointed out that there would still be a slope and put

forward requesting that DOT move this over four feet. He asked that Public Works contact DOT and confirmed that the elected officials would reach out as well.

9.I) Protection of Specimen Trees on Town Property and Rights-of-Way

Cover Page
IMG_0047
IMG_0050
IMG_0048
IMG_0051

10) <u>Adjournment</u>

There being no further business to discuss before the Commission, a motion was made by Commissioner Travani to adjourn the meeting at 9:34 p.m., seconded by Mayor Danzinger. The motion carried with a 3-0 vote, with Vice Mayor Benmergui and Commissioner Weingot absent.

Accepted this _____ day of _____, 2026.

_____
Mayor Danzinger

Attest:

_____
Sandra N. McCready, MMC
Town Clerk

Town of Surfside
Special Town Commission Meeting
MINUTES
August 20, 2026
11:15 AM
Commission Chambers - 9293 Harding Avenue
Surfside, FL 33154

1) Opening

1.A) Call to Order

Mayor Danzinger called the meeting to order at 11:22 a.m.

1.B) Roll Call of Members

Deputy Town Clerk Guevara called the roll with the following members present:

Present: Mayor Shlomo Danzinger, Vice Mayor Dayana Benmergui, Commissioner Andrea Travani, Commissioner Gerardo Vildostegui, and Commissioner David Weingot (remotely).

Also present: Acting Town Manager Sandra McCready and Town Attorney Lillian Arango.

1.C) Pledge of Allegiance

Interim Chief Matelis led the Pledge of Allegiance.

2) Resolutions and Proclamations

If the public wishes to speak on any matters in this section of the agenda, they must inform the Town Clerk by completing a speaker card and they will be recognized to speak at the beginning of this section.

If the public wishes to speak on any matters in this section of the agenda, they must inform the Town Clerk by completing a speaker card and they will be recognized to speak at the beginning of this section.

2.A) Consideration of a Resolution Cancelling the Special Election Scheduled for November 3, 2026, on Charter Amendment Resolution Number 2026-3518 and 2026-3519

Mayor Danzinger introduced the item.

Deputy Town Clerk Guevara read the title of the resolution into the record.

Mayor Danzinger asked the Town Attorneys to expand upon the item.

Town Attorney Helfman provided background on the prior decision of the Commission to remove these sections from the Charter, as they were determined to be limiting to the commissioners. He reminded that the Commission had decided to place the item on the ballot for a rescission. He specified that what the voters voted upon was a nullity, because there was a discrepancy between the resolution and what was put forth to voters. He explained that what was voted on was never approved by the Commission and said the former Town Attorney had the intention of fixing mistakes in the adopted resolution, noting that the attorney should have consulted with the elected officials. He added that the captions were completely different, informing that captions were crucial components of ballots. He detailed that the voters voted on the Town Attorney's version of the question instead of the elected officials'. Additionally, he advised against having residents vote in an election to rescind something that did not legally occur. He recommended a solution which involved a judicial declaration, rather than calling a special election.

Commissioner Weingot made a motion to approve the resolution. Vice Mayor Benmergui seconded the motion.

Mayor Danzinger opened the floor to public comment.

Soledad Krasner commented that she submitted a formal litigation hold for the closed-circuit television (CCTV) logs. She demanded to know whether the Town Clerk had complied with the law on these video services. She raised concerns with the calling of a meeting at 11:15 a.m. and said this prevented accountability. She also voiced that unauthorized changes were made to Resolution 2025-3435 and spoke against canceling the election. In addition, she noted that the Collins Avenue Water Main Project was being stopped and said the Commission was abandoning the project and disrespecting voting rights.

Michael Karukin stated that he agreed with canceling the election until the Town Attorney could review the matter. He encouraged the elected officials to ask the Town Attorney how his concerns regarding the ballot language not being voted upon could be reconciled with the official meeting video and minutes. He added that the video and minutes matched what would be placed on the ballot. He also inquired what particular words appearing in the November 2025 ballot were not approved during the August 20, 2025 Commission meeting. Furthermore, he pointed out the isolated use of "less" when "more" or "exceeding" appeared throughout and asked why this was not classified as a scrivener's error. He cautioned that the Commission should approach nullifying the election very carefully. Finally, he explained that the limitations stood until a judicial ruling took place.

Mayor Danzinger closed the floor to public comment.

Commissioner Vildostegui indicated that Town Attorney Helfman had previously advised that the amendments would require a budgetary process. He highlighted that the procedural argument being put forward

had not been brought up before and asked about the former argument on the content.

Town Attorney Helfman responded that he had first been focused on the language changes and whether they were contrary to the ability of passing such measures. He specified that he found a more substantial error in the memorandum (memo). Moreover, he identified the procedure as so flawed that reviewing the change's legality became less important.

Commissioner Travani cited one of the points raised by Mr. Karukin regarding the language highlighted in red in the Town Attorney's memo. He sought clarification on this.

Town Attorney Helfman acknowledged that Mr. Karukin was right that the Commission's changes made to the ballot question were accurate; however, he outlined that the resolution included a caption, a ballot question, and a Charter amendment. He clarified that there were conversations on the ballot question, as the former Commission thought it was misleading. He emphasized that they failed to review or act upon other important parts of the resolution, informing that the voters would vote on an amendment of the Code, not on the question itself. He stated that the prior commissioners changed the question in the resolution, but no other necessary changes were made. He added that the Town Attorney at the time amended the resolution after it was approved by the Commission. He disagreed with Mr. Karukin and pointed out that the elected officials never discussed the changes made by the former Town Attorney. He communicated that what the voters voted on included different language from what was approved and elaborated on the issues regarding what was done. In addition, he established that there were no scrivener's errors in the adopted resolution and that the previous Town Attorney simply made changes.

Commissioner Travani requested that the original resolution be added to the conversation.

Town Attorney Helfman answered that the Commission had the key portions and noted that the Town Clerk could provide the entire resolution.

Town Attorney Arango distributed the original resolution to the Commissioners.

Town Attorney Helfman reiterated that what was sent to the Elections Department was completely different from what was in the resolution. He detailed that only the elected officials had the authority to make such changes, not the attorney. He addressed Commissioner Vildostegui and explained that material alterations were made to the language.

Commissioner Vildostegui asked if there was any procedural failure at the meeting where this was discussed, as he believed that many factors in the resolution were spoken about at the meeting. He stated that he did not think the wording was created by the Town Attorney and inquired whether her making amendments after consulting with the Commission was acceptable.

Town Attorney Helfman clarified that the resolution had many sections and restated that the elected officials were solely focused on the ballot question. He noted that many important portions of the resolution were not addressed and that voters ultimately had to vote on text changes, not on the question.

Commissioner Vildostegui indicated that he had voted against these amendments, because he found them to be restrictive to the Commission. He confirmed his support for the Collins Avenue Water Main Project and the Memorial plan. However, he described his perspective that the matter should go to the voters, as he recalled approving the language as a member of that Commission. He also raised concerns with the legal argument being presented. He pointed out that the proposed solutions of putting this on the ballot and pursuing a judicial declaration of nullity were not mutually exclusive and concluded that the election should still be held.

Commissioner Travani asked regarding next steps. He said residents would like to participate and inquired how this could be nullified.

Mayor Danzinger explained that the item being voted on was to remove the ballot question and detailed that the question's legality would be dealt with in the future. He said voters could still potentially vote on this later on.

Commissioner Vildostegui raised a question on whether this would restrict the elected officials' ability to approve the Collins Avenue Water Main Project and whether bringing the item to the voters would be quicker.

Mayor Danzinger responded that the residents could also completely halt that project and others.

Commissioner Weingot's motion with Vice Mayor Benmergui's second carried with a vote of 4-1, with Commissioner Vildostegui voting in opposition.

Memo to Mayor and Commissioners - Charter Amendments Regarding Town Commission Powers

Memo Exhibit ’A’ - Resolution No. 2025-3435 Calling a Special Election for Submitting Two Amendments to the Town Charter at Article II Section 11

Resolution Withdrawing Resolutions No. 2026-3518 and No. 2026-3519

Resolution No. 2026-3518 Calling for a Special Election on November 3, 2026 for Submitting an Amendment to Article II, Section 11, Subsection 16 of the Town Charter+

Resolution No. 2026-3519 Calling for a Special Election on November 3, 2026 for Submitting an Amendment to Article II, Section 11 Subsection 17 of the Town Charter

3) <u>Adjournment</u>

There being no further business to discuss before the Commission, a motion was made by Commissioner Travani to adjourn the meeting at 12:12 p.m., seconded by Mayor Danzinger. The motion carried with a 5-0 vote.

Accepted this _____ day of _____, 2026.

_____
Mayor Danzinger

Attest:

_____
Sandra N. McCready, MMC
Town Clerk

Town of Surfside
Sustainability and Resiliency Committee
MINUTES
February 23, 2026
10:00 AM
Commission Chambers - 9293 Harding Avenue
Surfside, FL 33154

1) Call to Order/Roll Call

Chair Dietch called the meeting to order at 10:00 a.m.

Records Technician/Assistant to Town Clerk Angie Alcala called the roll with the following Committee Members present:

Present: Chair Daniel Dietch, Committee Member Tiffany Cannava, and Committee Member Noah Hickey.

Absent: Vice Chair Patrick Manos.

Also present: Vice Mayor Tina Paul, Acting Town Manager Mario Diaz, and Public Works Director Andre Eugent.

2) Agenda and Order of Business

No changes were made to the agenda and order of business.

3) Town Commission Liaison Report

Vice Mayor Paul provided her Commission liaison report. She shared that all three items recommended by the Sustainability and Resiliency Committee on the Commission agenda were passed unanimously, including the Every Bottle Back Initiative. She asked Acting Town Manager Diaz for an update on the letter of support, which the elected officials approved for the program.

Acting Town Manager Diaz clarified that the letter of support was sent out last week. He noted that work had been done for the beach renourishment and that a report was received by a developer on the sand. He added that the quotes for the independent analysis had come back to around $40,000, explaining that more affordable options were being explored. Moreover, he conveyed the plan to connect with the U.S. Army Corps of Engineers to assist with renourishing. He indicated that Public Works Director Eugent had spoken with the County and the Town's vendor regarding raking duties. He informed that the Chief Resilience Officer was not approved by the Commission but named hiring a hybrid worker/consultant or looking to neighboring cities for an officer as alternative

options. However, he acknowledged that bringing in an outside officer could lead to the Town not being prioritized. He briefed that the rain barrel workshop was also being discussed, which Public Works Director Eugent confirmed.

Vice Mayor Paul proposed that the Community Relations Board assist with the workshop.

Chair Dietch responded that this should be simple to execute, as the County would provide the services.

Vice Mayor Paul commented that the Town vendor agreement sustainable requirements were also spoken about in the February Commission meeting. She reported that the Town Attorney was handling this and described concerns with event prices potentially increasing. She further expanded upon solving recycling and composting issues present within the Town and its events, noting that a lack of staff education contributed to this.

Chair Dietch restated that a Chief Resilience Officer could assist with such issues and highlighted past problems that arose when the Committee was abolished.

Vice Mayor Paul expressed her pride in being able to bring back the Committee and indicated that she was glad its meetings had become monthly.

New Committee Member Hickey introduced himself.

4) Public Comments

No members of the public were present.

5) Approval of Minutes

5.A) January 20, 2026 Sustainability and Resiliency Committee Meeting Minutes
January 20, 2026 Sustainability and Resiliency Committee Meeting Minutes

Committee Member Cannava made a motion to approve the minutes. Committee Member Hickey seconded the motion. Motion carried with a vote of 3-0, with Vice Chair Manos absent.

6) Discussion Items

6.A) REEFLINE Presentation
Cover Page

Chair Dietch introduced the item.

REEFLINE members, Ximena Caminos - Founder/Artistic Director, Brandi Reddick - Executive Director, and Colin Foord - Director of Science, introduced themselves.

Chair Dietch highlighted the benefits of installing REEFLINE's reefs in Surfside and collaborating with them. He listed intragovernmental

cooperation and building coastal resiliency as two of the Committee's top priorities. He explained that the Town's beach had gone through strong erosion since it was last renourished.

Acting Town Manager Diaz outlined prerequisites for implementing the initiative. He identified that it would be quite costly and thresholds would have to be met.

Mr. Foord noted that REEFLINE's first installation in Miami Beach was done in response to a beach renourishment's effects.

Ms. Caminos gave a presentation on REEFLINE, its mission and its past work. She mentioned a $5,000,000 General Obligation (GO) bond provided to them by the City of Miami Beach and issues that ensued.

Mr. Foord continued presenting on REEFLINE's installations, elaborating on the organization's impact and findings.

Ms. Caminos shared that REEFLINE collaborated with Recyclopedia and Dream in Green to enlighten students.

Ms. Reddick commented on the organization's work educating students across Miami-Dade County and detailed their work with Breakthrough Miami as well. She explained REEFLINE's goal of opening a marine learning center on 76th street.

Ms. Caminos suggested that Surfside partner with Miami Beach on the marine learning center, which she said would be located in a house the city had acquired.

Vice Mayor Paul agreed with the idea and described this as a great use of the Miami Beach house.

Ms. Caminos described the learning center's purpose, discussed REEFLINE's prior presentations, influence and current partnerships. She mentioned partnering with Surfside for reefs and passed around sea tile samples for the Committee Members to view. She resumed presenting.

Chair Dietch thanked the REEFLINE team for informing about their work. He named the change in the Town's tax base as a main factor in projects like these being possible to implement. He brought up proposing this to other Boards as well, notifying of his conversation with a representative of the Resort Tax Board, who was in agreement with supporting the initiative.

Vice Mayor Paul revealed that she, along with the Resort Tax Board, received a tour from Dr. Andrew Baker of the University of Miami. She said the Board and Dr. Baker were working on bringing a reef to Surfside, but that progress had been stalled. She shared that some money had been allocated and voiced her desire to move forward. Moreover, she detailed Dr. Baker's intent of having the reef to the edge of the exclusion zone.

Ms. Caminos responded that this would be ideal, as they were outside of the zone in Miami Beach, which is less safe. She elaborated on efforts to declare the area marine protected.

Mr. Foord explained how Fisher Island was able to get vessel exclusion zones. He indicated that bringing a living breakwater to the Town could be beneficial, maintaining that the U.S. Army Corps of Engineers was interested in shoreline, sand and erosion protection. On the other hand, he described REEFLINE as a creative approach, which brought biodiversity and attracted people. He said federal funding could be secured for all of these goals.

Chair Dietch informed that the Town was now a biophilic city. He also recognized that Surfside was the first municipality in the state to install diverter dunes. He spoke about the Town's collaboration with the Youth Environmental Alliance and student volunteers on the dunes.

Mr. Foord commented on community involvement impacting future participation in ocean and ecologic conservation.

Acting Town Manager Diaz inquired whether the County's public art grants could be utilized here.

Ms. Reddick replied that the stipends did not give enough money for the project. She cited the City of Miami Beach's Cultural Affairs Grant as an example, which she said ranged from $15,000 to $20,000. Furthermore, she informed that the County's grant was from $30,000 to $40,000.

Ms. Caminos voiced that there was also the alternative financing route of becoming a public benefit. She asked whether Surfside had a percentage that went to public arts.

Chair Dietch explained the Town's process for public offers.

Additional information was shared on taxes which go to public art and on REEFLINE becoming a public benefit.

Mr. Foord and Ms. Caminos listed hotels that the organization was partnering with.

Vice Mayor Paul proposed involving Surf Club and the Grand Beach Hotel for their advantage.

A conversation continued on the subject.

Chair Dietch noted that on top of public funding, there was an engaged citizenry who might be interested in supporting this as well. He referred to the upcoming election of a new Commission as a source for great opportunities.

Mr. Foord advocated for bringing the reefs to Surfside.

Ms. Caminos remarked that each deployment was between $1,500,000-$2,000,000. She added that stacking developments was wiser in terms of budgeting. She shared that a master plan would be created for Surfside to outline the logistics. She announced that with $10,000,000, a reef line could be created for Surfside; she communicated that if a second

barrier was created, the cost would be higher. She reported that REEFLINE was in contact with a state representative regarding this matter.

Acting Town Manager Diaz commented that a barrier could help protect the beach and shoreline.

Mr. Foord summarized the pros of a hybrid reef.

Ms. Caminos restated the possibility of both Miami Beach and Surfside sponsoring the Marine Learning Center. She detailed what the center would include.

Ms. Reddick put forward the idea of initially tapping into the Resort Tax Board revenue.

The Committee Members engaged in a discussion with REEFLINE on the environmental impacts of the structures and reviewed a funding pamphlet.

Acting Town Manager Diaz asked regarding the price of a design and master plan separately from the project itself.

Ms. Caminos estimated that it should be around $200,000 to $300,000.

Acting Town Manager Diaz asked if REEFLINE had any experience with the Florida Inland Navigation District (FIND) grant, and Ms. Caminos responded that they did not.

Chair Dietch said the Town had worked with them for seawall improvements but that they deal more with the navigable waterways.

Acting Town Manager Diaz announced that their grant application deadline was March 30 and noted that, with Commission approval, REEFLINE and the Town should apply in case any funding is made available.

Chair Dietch specified that Miami-Dade County Commissioner for FIND, Spencer Crowley, has historically assisted with such issues.

Ms. Caminos stated that the agency her company worked with the most was the Department of Environmental Resources Management (DERM).

Action Items:

1. Chair Dietch will call Spencer Crowley to confirm if funding is available on the ocean side.
2. Acting Town Manager Diaz will contact the Miami Foundation regarding funding and present the documents to Vice Mayor Paul.
3. Chair Dietch requested that the REEFLINE representatives share the framework for the master plan with Acting Town Manager Diaz.
4. Chair Dietch asked Acting Town Manager Diaz to begin considering funding pathways—publicly or privately sourced or tourist tax revenue.
5. Chair Dietch listed REEFLINE presenting to the Resort Tax Board as an action item; Acting Town Manager Diaz also instructed Records Technician/Assistant to Town Clerk Alcala to add this to the Board's March 2 agenda.

6. Chair Dietch asked Records Technician/Assistant to Town Clerk Alcala to notify the Youth Council in the event that the REEFLINE item was added to the Resort Tax Board agenda.

Mr. Foord indicated that the seawalls created habitat as well.

Acting Town Manager Diaz raised the issue of commercial boaters unloading and picking up clients in the Surfside seawall. He mentioned building up the rock and coral in front of these areas and requested that the outline of a master plan be obtained prior to calling County Commissioner Crowley.

Ms. Caminos agreed to do so.

Mr. Foord requested the locations of the Town's seawalls, and Acting Town Manager Diaz said he could provide these.

Vice Mayor Paul asked that REEFLINE bring the same presentation to the Resort Tax Board at its next meeting.

Ms. Reddick inquired about the resort tax's current structure.

Acting Town Manager Diaz explained that it was collected through the hotel occupancy and through food and beverage sales.

The Committee engaged in a discussion about the resort tax.

Ms. Caminos queried whether someone ran and operated the Town's beach.

Vice Mayor Paul confirmed that there was not and elaborated that the hotels provide their own beach chair service. She added that the Town had recently began providing service for residents behind the Community Center. She expressed that Surfside's beach was commercial-free, noting that the residents voted against allowing storage on the beach.

Ms. Reddick asked if the Town had development tax.

Acting Town Manager Diaz answered that they did not but that proffers were usually negotiated. He said this was typically referred to as an impact fee and that these were worth exploring. However, he described the process of imposing this via state statute as a lengthy one.

Chair Dietch invited Committee Member Cannava to discuss her fundraising experience at Ruth K. Broad Bay Harbor K-8 Center for the school's recreational facilities.

Committee Member Cannava talked about her work with the school and elaborated on the fundraising process. She emphasized that getting donations for this project should not be difficult either. She posed a question on how private donations worked in Surfside.

Acting Town Manager Diaz reported that many municipalities have been creating their own 501(c)(3)s through the Knight Foundation. He stressed

that comingling funds was unacceptable and brought up another option with the Knight Foundation as well. He highlighted other ways to receive funds.

A conversation ensued on the matter.

Acting Town Manager Diaz agreed to reach out to the Miami Foundation and present it to Vice Mayor Paul to present to the Commission.

Committee Member Cannava stated that there were other Committee-supported projects that funds could be raised for.

Chair Dietch listed some action items, which were included under the action items section. He asked Acting Town Manager Diaz whether the Resort Tax Board should hear the presentation sooner or if this should be halted until after the election.

Acting Town Manager Diaz brought up having REEFLINE to the Resort Tax Board meeting on March 2, 2026 at 6:00 p.m.

Ms. Caminos declared that they could present virtually at the Board meeting.

Acting Town Manager Diaz directed Records Technician/Assistant to Town Clerk Alcala to add the REEFLINE item to the Resort Tax Board agenda, which she confirmed she would do. He also assured that the REEFLINE staff would receive a Zoom link to join virtually.

Vice Mayor Paul pointed out that it was beneficial for the current Board Members to hear the presentation, due to their interest in installing a reef in Surfside.

Acting Town Manager Diaz queried whether any of the reef work could impact or hurt turtle migration, and Mr. Foord asserted that this would not be a problem and that, instead, more turtles may be attracted to the Town.

Chair Dietch asked Records Technician/Assistant to Town Clerk Alcala to notify the Youth Council in the event that the REEFLINE item was added to the Resort Tax Board agenda.

Acting Town Manager Diaz also stated that the slides could be forwarded to the Council.

Records Technician/Assistant to Town Clerk Alcala confirmed that she would invite the Council to the meeting and share the presentation.

Chair Dietch posed a question about the time frame for deployment, and Ms. Caminos said it could take up to 2 years.

Chair Dietch thanked the REEFLINE representatives for their time and attendance.

The REEFLINE team exited the meeting.

Acting Town Manager Diaz brought up prerequisites for implementation, saying there were expenditure thresholds that had to be met and that it would be quite costly. He explained that a unanimous vote from the Commission and 60% of voters approving would be necessary if the initiative exceeded a cost of $2,000,000 and $3,600,000 respectively.

Committee Member Cannava raised a question about omitting the art piece to save money, and the Committee Members made points on why this would be beneficial.

Further remarks were made on logistics and moving forward.

Acting Town Manager Diaz proposed requesting additional purchasing power if the project became multijurisdictional.

Chair Dietch agreed that engaging other units of government would be advantageous. He expressed that presenting to the Town's Tourist Board was a great first step.

6.B) <u>Sustainability and Resiliency Committee's Legislative Priorities</u>
Cover Page
Attachment A - FY 2026 Sustainability and Resiliency Initiatives

Chair Dietch invited Committee Member Cannava to address her item.

Committee Member Cannava reiterated the importance of hiring a Chief Resilience Officer.

Chair Dietch raised concerns with the role being unfilled for several years.

Acting Town Manager Diaz acknowledged that the different departments had to come together to fulfill various resiliency requests. He voiced that if the Commission approved the officer role, he would be in favor of funding it. He summarized what type of candidate would be best for the position and how the responsibilities would fluctuate, noting that this would be a long-term investment.

Committee Member Cannava expressed discontentment with many of the Committee's initiatives not being executed. She emphasized that a Chief Resilience Officer would assist them with accomplishing their goals.

Acting Town Manager Diaz responded that capacity issues posed obstacles. He noted that the County had to agree to move forward with the Rain Barrel Workshop. He mentioned an ordinance which passed that required a report for lead certification to be done in March; he said the Town administration had not been aware or following the ordinance. He recognized that having a Chief Resiliency Officer would help solve such issues.

A motion was made by Committee Member Hickey to extend the meeting no more than 15 minutes. Committee Member Cannava seconded the motion. Motion carried with a vote of 3-0, with Vice Chair Manos absent.

Acting Town Manager Diaz briefed that the bids for the dunes were being

verified, informing that the lowest bid was for less than $2,500,000 and the highest was around $3,500,000. He voiced concerns with the feasibility of the lower number, sharing that he was doing research on the matter, and explained that this would be going before the Commission on March 10. He stated that an email update would be provided on the standing of the Committee's legislative priorities. He added that the Commission was not against having a consultant as the resiliency officer.

Chair Dietch asked whether the letter of support for the Florida Beverage Association's Every Bottle Back was sent out, and Acting Town Manager Diaz confirmed that it had been sent within the last two weeks.

Chair Dietch turned to Public Works Director Eugent on action taken to train staff and on progress regarding residents' noncompliance with recycling and garbage rules.

Public Works Director Eugent replied that he had been in contact with the Town's Solid Waste Manager about these problems. He outlined that he had directed the custodian to not add plastic bags to recycling bins and how to proceed with collecting waste at Town events. He explained that his department was getting a new recycling truck, detailing that one truck would be dedicated to recycling and that it would be cleaned beforehand.

Chair Dietch proposed taking the solid waste staff to the new Waste Management recycling facility.

Vice Mayor Paul suggested giving attendees a bonus and lunch as incentives.

A discussion ensued on the potential after-hours excursion.

Committee Member Cannava expressed concerns with debris flying at the beach due to wrapping from the lounge chairs being left on. She stressed that staff must understand that chairs had to be unwrapped to avoid beach pollution.

Public Works Director Eugent confirmed that he would contact the Parks and Recreation Department on this.

Committee Member Cannava continued commenting on the risks of contaminating the water.

6.C) Fiscal Year 2026 Sustainability and Resiliency Initiatives
Cover Page
Attachment B - Sustainability and Resiliency Initiatives Priority Matrix

Item was addressed under Item 3, Town Commission Liaison Report.

7) New Business

No new business was heard or added.

8) Next Meeting

8.A) Next Meeting Date: March 19, 2026

Chair Dietch queried whether the Committee Members should attend the next meeting in anticipation of changes due to the March election.

Acting Town Manager Diaz and Records Technician/Assistant to Town Clerk Alcala advised on planning to attend unless told otherwise.

A conversation continued on the status of the Committee following elections.

The Committee Members agreed to change the meeting date from March 19 to Monday, March 23, 2026 at 10:00 a.m., as Committee Member Hickey expressed that he was generally unable to attend regularly scheduled meetings on Thursday at noon.

9) Adjournment

There being no further business to discuss before the Committee, Committee Member Cannava made a motion to adjourn the meeting at 11:49 a.m. Committee Member Hickey seconded the motion. Motion carried with a vote of 3-0, with Vice Chair Manos absent.

Accepted this 20th day of August, 2026.

Chair

Attest:

Angie Alcala
Records Technician/Assistant to Town Clerk

Town of Surfside
Parks and Recreation Committee
MINUTES
June 15, 2026
5:30 PM
Commission Chambers - 9293 Harding Avenue
Surfside, FL 33154

1) Opening

1.A) Call to Order/Roll Call

Deputy Town Clerk Guevara called the meeting to order at 5:35 p.m.

Deputy Town Clerk Guevara called the roll with the following Committee Members present:

Present: Committee Member Asher Ehrman, Committee Member Frank MacBride, Committee Member Marianne Meischeid, and Committee Member Monica sugar arrived at 5:40 p.m.

Absent: Committee Member Adrian Chavez.

Also Present: Parks and Recreation Director Rodolfo Perez and Assistant Director Carlos Malvarez.

1.B) Appointments of Committee Chair and Vice Chair

Committee Member MacBride introduced himself to the Committee.

Committee Member Meischeid introduced herself to the Committee.

Committee Member Meischeid nominated herself to be the Chair of the Board, seconded by Committee Member MacBride.

Committee Member Ehrman introduced himself to the Committee.

An introductory conversation was held between the Members.

Committee Member Sugar arrived at the meeting at 5:40 p.m.

Committee Member Sugar continued to introduce herself.

Motion carried with a 4-0 vote with Committee Member Chavez absent.

A motion was made by Committee Member Ehrman to nominate Committee Member MacBride as Vice Chair, seconded by Committee Member MacBride. Motion carried with a 4-0 vote with Committee Member Chavez absent.

2) Agenda and Order of Business

Vice Chair MacBride made a motion to add a discussion item on the cancellation of the July meeting, as the Committee in the past has not met during summer.

Deputy Town Clerk Guevara expressed that Committee Member Chavez had the same concern.

Motion was seconded by Committee Member Ehrman. Motion carried with a 4-0 vote with Committee Member Chavez absent.

Deputy Town Clerk Guevara stated that the item will be item under new business as item 5A.

A motion was made by Vice Chair MacBride to add a discussion item on the Fourth of July event, seconded by Committee Member Ehrman. Motion carried with a 4-0 vote with Committee Member Chavez absent.

Deputy Town Clerk Guevara stated that it will be added as item 5B under new business.

3) Approval of Minutes

3.A) March 16, 2026 Parks and Recreation Committee Meeting Minutes

2026-03-16 Parks and Recreation Committee Meeting Minutes

A motion was made by Vice Chair MacBride to approve the meeting minutes, seconded by Committee Member Ehrman. Motion carried with a 4-0 vote with Committee Member Chavez absent.

4) Discussion Items

4.A) Parks and Recreation Staff Introduction

Parks and Recreation Director Rodolfo Perez introduced himself and stated that during this term, he would like to introduce different full-time Parks and Recreation staff to the Committee. He introduced Facility Coordinator Mathew Castrorao to the Committee and gave an introduction of his duties.

Facility Coordinator Castrorao introduced himself and spoke on his duties.

Assistant Parks and Recreation Director Malvarez introduced himself and continued to speak on his duties. He spoke how he is currently located between the two parks and hopes to be in the Community Center full time.

Parks and Recreation Director Perez stated that they are currently working on the organizational chart for the staff.

4.B) 2026 Meeting Dates and Deadlines

2026 Parks and Recreation Committee Agenda Deadline Dates

Deputy Town Clerk Guevara introduced the item and asked the Committee to approve the deadlines and meeting dates.

Chair Meischeid asked why the meetings have been moved for religious Holidays.

Deputy Town Clerk Guevara stated that historically they have been moved in order to accommodate the community and stated that this is done for all Boards and Committees.

A motion was made by Committee Member Sugar to approve the meeting dates and deadlines, seconded by Committee Member Ehrman. Motion carried with a 4-0 vote with Committee Member Chavez absent.

4.C) Discussion on Meeting Time Change

Committee Member Sugar introduced the item. She spoke how she has realized that the Committee would not be available at an earlier time during the day.

A conversation was held regarding the meeting time for the Committee meetings.

No changes were made to the meeting time.

4.D) May Vending Machine Numbers

Assistant Parks and Recreation Director Malvarez introduced the item and continued to provide the vending machine numbers.

Vice Chair MacBride asked if the profit goes to the Parks and Recreation budget.

Parks and Recreation Director Perez stated that he is not sure where the check is deposited to.

Chair Meischeid asked to find out where the money is being deposited to.

A conversation was held regarding where the revenue should be allocated.

Vice Chair MacBride asked for the stats of the kayak vending machines.

Parks and Recreation Director Perez stated that they could provide them.

Assistant Parks and Recreation Director Malvarez stated that there have not been rentals. He shared that many residents bring their own equipment. He spoke on the membership prices.

Parks and Recreation Director Perez stated that the Town had made over $300 in the month of May.

Vice Chair MacBride stated that he believes that should go towards the department.

A conversation was held regarding the usages of the parks and who is allowed to use them.

4.E) May Senior Brunch Recap

Assistant Parks and Recreation Director Malvarez introduced the item and continued to provide a recap. He stated that it was the last brunch until November when the season starts again.

Chair Meischeid asked why there will be no more brunches until November.

Assistant Parks and Recreation Director Malvarez stated that is because they do not reach enough numbers.

A conversation was held regarding the senior activity season.

Chair Meischeid expressed how there should be senior activities during the summer, and if there are not enough numbers they can cancel.

Parks and Recreation Director Perez stated that they need to place the food order ahead of time at least a week in advanced.

Chair Meischeid stated that they could do a survey and see how many seniors would like to continue through the summer.

Committee Member Ehrman asked for a trial run to be made and see if there are enough numbers.

Parks and Recreation Director Perez stated that they could put out an announcement to see if there is interest, but they would need to commit. He stated that he would need at least 15 seniors signed up by July 31st.

Committee Member Ehrman suggested to add a language where it states this is a trial session.

Parks and Recreation Director said that he needs to check the GL account and see if there are enough funds for the senior brunch.

4.F) May Senior Trip Recap

Assistant Parks and Recreation Director Malvarez introduced the item and continued to give a recap of the senior trip.

Chair Meischeid shared that the trips are great and asked when the next senior trip will be.

Assistant Parks and Recreation Director Malvarez stated that the season runs from November to May.

4.G) Memorial Day Ceremony Recap

Parks and Recreation Director Perez introduced the item and continued to give a recap.

Vice Chair MacBride stated that he wishes there were more veterans.

Parks and Recreation Director Perez stated that the Mayor had shared with him a list of younger veterans.

Vice Chair MacBride asked if the boys and girl scouts were contacted.

Assistant Parks and Recreation Director Malvarez stated that they are booked way in advanced and was not able to have them at the event.

Chair Meischeid asked if the debris of the collapse is part of the Parks Department jurisdiction.

Parks and Recreation Director Perez shared that public works is overseeing the project.

4.H) <u>May Charter Up Bus Numbers</u>

Assistant Parks and Recreation Director Malvarez introduced the item and provided the number of attendees.

Vice Chair MacBride stated that he does not agree with the amount being spent on the school bus service. He spoke how the service is not safe for the kids, as what is being used is a coach bus.

As conversation was held regarding the bus service, the safety of the bus, and its cost.

A motion was made by Committee Member Ehrman to recommend to the Commission not to renew the bus service with the Town, seconded by Committee Member Sugar. Motion carried with a 4-0 vote with Committee Member Chavez absent.

4.I) <u>YMCA Summer Camp Week One Numbers</u>

Assistant Parks and Recreation Director Malvarez introduced the item and provided the numbers.

A conversation was held regarding the YMCA and the summer camp.

Committee Member Sugar stated that the summer camp numbers are too low.

Assistant Parks and Recreation Director Malvarez stated that the registration is weekly and the prices are high.

Parks and Recreation Director Perez stated that summer camp registration goes up every year.

Vice Chair MacBride asked if Bay Harbor is doing a summer program.

Assistant Parks and Recreation Director Malvarez stated that the school is doing a summer camp.

Committee Member Sugar asked how much the YMCA pays for our facilities.

Assistant Parks and Recreation Director Malvarez stated that he would need to check the contract.

5) New Business

5.A) Cancellation of July Meeting

Vice Chair MacBride stated that he would like to make a recommendation and discussion to cancel the July meeting due to people traveling during the summer. He stated that historically the last four years, the June and July meetings have been cancelled.

Deputy Town Clerk Guevara stated that Committee Member Chavez had mentioned he will not be present during the July meeting and asked regarding a cancellation.

A motion was made by Committee Member Sugar to cancel the July meeting, seconded by Committee Member Ehrman. Motion carried with a 4-0 vote with Committee Member Chavez absent.

5.B) July 4th Event

Parks and Recreation Director Perez introduced the item and continued to give a rundown of the event. He spoke on this year, there would be a collaborative effort between Bay Harbor, Bal Harbour, and the Town. He spoke on the logistics of the event.

Chair Meischeid asked if this decision was made in public.

Parks and Recreation Director Perez stated that it was not, as the Town Mayors had spoken to each other.

Chair Meischeid asked when the Commissioners voted on the matter.

Parks and Recreation Director Perez stated that the Commission did not vote on the event. He stated that they are trying to show an effort that they are trying to work together.

Committee Member Ehrman asked regarding logistics of the event.

Parks and Recreation Director Perez answered to his question.

A conversation was held regarding the activities for the event.

Chair Meischeid asked if the beach chairs concession will be open on July fourth, since there will not be any events taking place on the beach.

Parks and Recreation Director Perez stated that it will not be as they are not scheduled that day.

Chair Meischeid stated that they should put the beach chairs for the day as there will not be fireworks on the beach.

Parks and Recreation Director Perez stated that it will cause congestion and be a hazard.

A conversation was held regarding the usage of the beach chairs concession during July fourth.

Vice Chair MacBride asked regarding the cost for the drone show and fireworks.

Parks and Recreation Director Perez stated that the cost for the fireworks was $30,000 and the cost for the drone show was $65,000.

Vice Chair MacBride asked who is paying for it.

Parks and Recreation Director Perez stated that the Tourism is. He stated that each city is paying for each of their portion.

Chair Meischeid stated that no money is being saved.

A conversation was held regarding the viewing of the fireworks and its location and the unity of the event with the three towns and its logistics.

Chair Meischeid asked how this is being communicated to the residents.

Parks and Recreation Director Perez stated that the Mayor is sharing communication and they are currently making a flyer with an agenda.

Chair Meischeid asked if the Community Center will close at 7:00 p.m.

Parks and Recreation Director Perez stated that the staff needs to assist on 96th street. He spoke on the reasoning of the closure.

Chair Meischeid suggested to put all this information on the flyer.

A conversation was held regarding the placement of the fireworks.

Parks and Recreation Director Perez stated that he does not agree with the beach chairs recommendation.

A conversation was held regarding the placement of the beach chairs concession.

6) Public Comments

No members of the public were present.

7) Next Meeting Date

7.A) Next Meeting Date: July 20, 2026

Deputy Town Clerk Guevara stated that the next meeting will be on August 17th, 2026.

8) Adjournment

There being no further business to discuss before the Committee, a motion was made by Committee Member Sugar to adjourn the meeting at 6:55 p.m., seconded by Vice Chair Macbride. Motion carried with a 4-0 vote with Committee Member Chavez absent.

Accepted this 19 day of August, 2026.

Marianne Meischeid, Chair

Attest:

Genesis Guevara
Deputy Town Clerk

MEMORANDUM

ITEM NO. 3C.

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

From: Sandra N. McCready, Acting Town Manager

Date: September 3, 2026

Subject: **PJF Events Inc. – Fiscal Year 2027 Service Contract**

Town Administration recommends approval of this item.

PJF Events Inc. has provided event services to the Town of Surfside since 2024, consistently demonstrating professionalism, reliability, and a commitment to delivering high-quality services. Through its experience supporting Town-sponsored events, the company has developed a strong understanding of the Town's operational needs and expectations and has consistently delivered successful events that meet or exceed those standards. The Town has established an excellent working relationship with PJF Events Inc., and the company has maintained a high level of performance and customer service throughout its engagement.

The Parks and Recreation Department is requesting approval of a service contract with PJF Events Inc. for Fiscal Year 2027 in an amount not to exceed **$30,000**.

PJF Events Inc. provides event-related services for the Town's recurring special events, including Family Fun Day, Spring Egg Hunt, 4th of July, Halloween Spooky Spooktacular, and Winter Wonderland. The scope of services includes catering, entertainment, lighting and sound, staging, tents, tables and chairs, inflatables, games, mechanical attractions, and other event-related services. PJF Events also provides overall project management and coordinates required ride inspections, event setup, and other related operational requirements.

In prior fiscal years, the Town utilized PJF Events on an event-by-event basis, with individual purchase orders created for each event and approved by the Town Manager in accordance with the Town's applicable purchasing procedures. A copy of the prior Town Manager approval is attached for reference.

For Fiscal Year 2027, staff is proposing to establish an annual service contract with PJF Events Inc. in an amount not to exceed **$30,000.** Pursuant to Town Code Section 3-13(7)d, the Town may utilize performing artists, event organizers, and entertainment, recreational, and sports providers when approved by the Town Manager and deemed to be in the Town's best interests for the benefit of Surfside residents and the general public at Town-sanctioned activities. Given the anticipated annual expenditure and the Town's established relationship with PJF Events, staff is presenting the proposed annual contract to the Town Commission for approval.

Approval of the annual contract will allow staff to create **one purchase order for the fiscal year**, rather than creating separate purchase orders for individual events. This will streamline the purchasing process, improve expenditure tracking, and provide greater administrative efficiency in managing the Town's recurring special events.

PJF Events Inc. has demonstrated a proven track record of providing quality event services to the Town and has developed familiarity with the Town's event locations, operational requirements, programming expectations, and event schedules.

Continuing this established service relationship provides staff with a consistent and experienced resource capable of coordinating the various services and components required for the Town's special events. Based on PJF Events Inc.'s established relationship with the Town, familiarity with the Town's event needs, consistent delivery of quality services, and the applicability of Town Code Section 3-13(7)d, staff recommends approval of the FY2027 service contract with PJF Events Inc. in an amount not to exceed **$30,000**, as being in the Town's best interests and beneficial to the citizens of Surfside and the general public attending Town-sanctioned activities.

PJF Events Inc P.O.s

PJF Events Inc Expenditures

Resolution Approving PJF Events Agreement for Special Events

Special Event Production Services Agreement PJF Events

TOWN OF SURFSIDE
9293 Harding Avenue
Surfside, FL 33154
PH: (305) 861-4863
website: www.townofsurfsidefl.gov

PURCHASE ORDER

PO Number: FY24-00290 **Date:** 10/08/2024

Requisition #: REQ01900 **Vendor #:** 02213

ISSUED TO: PJF Events Inc.
Attn: LAUREN SPILLER PICKARD
PJF EVENTS INC
10424 WEST STATE ROAD 84 SUITE 8
DAVIS, FL 33324-

SHIP TO: TOWN OF SURFSIDE
Attn:PARKS & RECREATION
9293 HARDING AVE
SURFSIDE, FL 33154

ITEM	UNITS	DESCRIPTION	GL ACCT #	PROJ ACCT #	PRICE	AMOUNT
1	0	cyclone bar (Drink station)	102-8000-552-48-15	HALLOWEEN PROMO	0.00	1,995.00
2	0	Mini Donut station	102-8000-552-48-15	HALLOWEEN PROMO	0.00	1,500.00
3	0	Caricature Artist	102-8000-552-48-15	HALLOWEEN PROMO	0.00	675.00
4	0	Roamer Photographer	102-8000-552-48-15	HALLOWEEN PROMO	0.00	600.00

Authorized by: _____

SUBTOTAL:	4,770.00
SHIPPING:	0.00
TOTAL	4,770.00

GENERAL TERMS AND CONDITIONS

The following General Terms and Conditions shall apply to all purchases by or on behalf of the Town of Surfside ("the Town") Pursuant to Chapter 212, Florida Statutes, the Town is Exempt from State of Florida Sales Tax by virtue of Exemption Certificate No. 59-6000434 Florida Retailers' Occupation Tax, Use Tax and Municipal Retailer's Occupation Tax do not apply to materials purchased by the Town. Vendors must not charge for any of these taxes. The Town reserves the right to cancel this P.O. at any time, should the Vendor not comply with any of the Terms and Conditions herein.

1. **Acceptance of Contract:** This purchase order ("P.O.") is the Town's offer to purchase the goods and/or services from Vendor pursuant to the terms and conditions set forth herein. Upon acceptance of this P.O., by delivery of goods or performance of the services, this P.O. shall become a contract and subsequently binding upon Vendor. Any separately executed contract between the Town and a Vendor supersedes the terms and conditions of this P.O.
2. **Amendments:** No agreement or understanding to modify this P.O. shall be binding upon the Town unless in writing and signed by the Town's authorized agent. All specifications, drawings, data or any other related documentation submitted to the Vendor with this P.O. are hereby incorporated and made a part hereof.
3. **Uniform Commercial Code**: All applicable portions of the State of Florida Uniform Commercial Code shall govern contracts with The Town.
4. **Non-Waiver of Rights**: No failure of either party to exercise any power given to it hereunder, or to insist upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof, nor any payment under this agreement shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.
5. **Compliance with Laws**: Vendor certifies that in performing this contract they will comply with all applicable provisions of federal, state and local laws, regulations, rules and orders, including the Town of Surfside Charter and Code of Ordinances.
6. **Laws Governing**: This contract shall be governed by and construed according to the laws of the State of Florida. Venue for any action related to this agreement shall be in Miami-Dade County, Florida.
7. **Payment:** Method of Compensation: net 45 days and in accordance with the Florida Prompt Payment Act. All invoices are to be addressed to the "Bill To" designee, as indicated on the front of this P.O., and must include the P.O. number, vendor's name and phone number, clearly list quantities, item descriptions and units of measure, (if applicable). Failure to do so may result in payment delays at no cost to the Town.
8. **Warranty**: Vendor warrants to the Town that all goods and services furnished hereunder will conform in all respects to the terms of this order, including any specifications or standards incorporated herein, and/or defects in materials, workmanship, and free from such defects in design. In addition, Vendor warrants the goods and services are suitable for and will perform in accordance with the purposes for which they were intended
9. **Indemnity**: Vendor shall defend, indemnify and hold harmless the Town, it's officers, agents, employees and successors, from and against any and all claims, liabilities, damages, demands, losses, causes of action and suits, including reasonable attorneys' fees incident thereto, to the extent they result directly from or out of any injury to or death of any person or damage to or destruction of any property caused by the negligent acts, errors, omissions or willful misconduct of Vendor, its agents or employees.
10. **Compliance with Public Records Law:** Vendor shall comply with any and all requirements of Chapter 119, Florida Statutes, Florida's Public Records Act. Vendor is required to comply with Florida's public records law and specifically to: Keep and maintain public records required by the Town; Upon request from the Town, 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 in Chapter 119, Florida Statutes, or as otherwise provided by law; Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and Upon completion of the services or agreement, transfer, at no cost, to the Town, all public records in possession of Vendor or keep and maintain public records required by the Town to perform the services. If Vendor transfers all public records to the Town upon completion of the services or this agreement, Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
11. **Insurance.** Vendor shall provide applicable insurance, as required by the Town prior to the purchase or services provided
12. **Delivery:** All prices must be Freight on Board ("F.O.B.") destination, freight prepaid. Vendor shall meet any established delivery date. If delivery dates cannot be met as agreed, the Vendor agrees to advise the Town, in writing, and seek written approval, of the earliest possible delivery date for acceptance by the Town. Regardless of F.O.B. point, Vendor agrees to bear all risk of loss, injury or destruction of goods and materials ordered herein, which may for any reason occur prior to acceptance by the Town. No such loss, injury or destruction shall release Vendor from any obligations hereunder. . Goods and/or materials must be properly packaged. Damaged goods and materials will not be accepted. Or, if the damage is not readily apparent at the time of delivery, the goods shall be returned at no cost to the Town. The Town receives the right to inspect the goods within a reasonable time subsequent to delivery where circumstances or conditions prevent effective inspection of the goods at the time of delivery.
13. **Non-Discrimination**; Vendor shall comply with all applicable state and federal civil rights laws.



Proposal for Halloween Event

Estimate # 54727-000788

PO # ---

Bill to
Jorge Galdo
Town of Surfside
jgaldo@townofsurfsidefl.gov
3058663635

Date issued
Oct 1, 2024

	QTY	UNIT	UNIT PRICE	TOTAL
SERVICE INFO				
 **Cyclone Bar (4 Cyclones)** Halloween Theme			$1,995	$1,995
 **Mini Donut Station** Drizzles/Toppings 500 servings		It	$1,500	$1,500



Caricature Artist $675 **$675**

(2) Artist for 3 hours



Roamer $600 **$600**

(1) Roamer for 3 hours

Subtotal	$4,770
Total (USD)	**$4,770**



Proposal for Halloween Event

Estimate #
54727-000788

PO #

Date issued
Oct 1, 2024

Bill to
Jorge Galdo
Town of Surfside
jgaldo@townofsurfsidefl.gov
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SERVICE INFO				
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Caricature Artist

(2) Artist for 3 hours

$675 **$675**



Roamer

(1) Roamer for 3 hours

$600 **$600**

Subtotal	$4,770
Total (USD)	**$4,770**

TOWN OF SURFSIDE
9293 Harding Avenue
Surfside, FL 33154
PH: (305) 861-4863
website: www.townofsurfsidefl.gov

PURCHASE ORDER

PO Number: FY25-00071 **Date:** 11/26/2024

Requisition #: REQ01999 **Vendor #:** 02213

ISSUED TO: PJF Events Inc.
Attn: LAUREN SPILLER PICKARD
PJF EVENTS INC
10424 WEST STATE ROAD 84 SUITE 8
DAVIS, FL 33324-

SHIP TO: TOWN OF SURFSIDE
9293 HARDING AVENUE
SURFSIDE, FL 33154

ITEM	UNITS	DESCRIPTION	GL ACCT #	PROJ ACCT #	PRICE	AMOUNT
1	0	Hot Chocolate Bar	102-8000-552-48-15	WINTER WOND PROMO	0.00	1,995.00
2	0	Waffle Stick Station	102-8000-552-48-15	WINTER WOND PROMO	0.00	2,195.00
3	0	Caricature Artist	102-8000-552-48-15	WINTER PROMO ACT	0.00	675.00
4	0	Photo Roamer	102-8000-552-48-15	WINTER WOND PROMO	0.00	600.00

Authorized by: _____

SUBTOTAL:	5,465.00
SHIPPING:	0.00
TOTAL	5,465.00

GENERAL TERMS AND CONDITIONS

The following General Terms and Conditions shall apply to all purchases by or on behalf of the Town of Surfside ("the Town") Pursuant to Chapter 212, Florida Statutes, the Town is Exempt from State of Florida Sales Tax by virtue of Exemption Certificate No. 59-6000434 Florida Retailers' Occupation Tax, Use Tax and Municipal Retailer's Occupation Tax do not apply to materials purchased by the Town. Vendors must not charge for any of these taxes. The Town reserves the right to cancel this P.O. at any time, should the Vendor not comply with any of the Terms and Conditions herein.

1. **Acceptance of Contract:** This purchase order ("P.O.") is the Town's offer to purchase the goods and/or services from Vendor pursuant to the terms and conditions set forth herein. Upon acceptance of this P.O., by delivery of goods or performance of the services, this P.O. shall become a contract and subsequently binding upon Vendor. Any separately executed contract between the Town and a Vendor supersedes the terms and conditions of this P.O.

2. **Amendments:** No agreement or understanding to modify this P.O. shall be binding upon the Town unless in writing and signed by the Town's authorized agent. All specifications, drawings, data or any other related documentation submitted to the Vendor with this P.O. are hereby incorporated and made a part hereof.

3. **Uniform Commercial Code**: All applicable portions of the State of Florida Uniform Commercial Code shall govern contracts with The Town.

4. **Non-Waiver of Rights**: No failure of either party to exercise any power given to it hereunder, or to insist upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof, nor any payment under this agreement shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

5. **Compliance with Laws**: Vendor certifies that in performing this contract they will comply with all applicable provisions of federal, state and local laws, regulations, rules and orders, including the Town of Surfside Charter and Code of Ordinances.

6. **Laws Governing**: This contract shall be governed by and construed according to the laws of the State of Florida. Venue for any action related to this agreement shall be in Miami-Dade County, Florida.

7. **Payment**: Method of Compensation: net 45 days and in accordance with the Florida Prompt Paymant Act. All invoices are to be addressed to the "Bill To" designee, as indicated on the front of this P.O., and must include the P.O. number, vendor's name and phone number, clearly list quantities, item descriptions and units of measure, (if applicable). Failure to do so may result in payment delays at no cost to the Town.

8. **Warranty:** Vendor warrants to the Town that all goods and services furnished hereunder will conform in all respects to the terms of this order, including any specifications or standards incorporated herein, and/or defects in materials, workmanship, and free from such defects in design. In addition, Vendor warrants the goods and services are suitable for and will perform in accordance with the purposes for which they were intended

9. **Indemnity:** Vendor shall defend, indemnify and hold harmless the Town, it's officers, agents, employees and successors, from and against any and all claims, liabilities, damages, demands, losses, causes of action and suits, including reasonable attorneys' fees incident thereto, to the extent they result directly from or out of any injury to or death of any person or damage to or destruction of any property caused by the negligent acts, errors, omissions or willful misconduct of Vendor, its agents or employees.

10. **Compliance with Public Records Law:** Vendor shall comply with any and all requirements of Chapter 119, Florida Statutes, Florida's Public Records Act. Vendor is required to comply with Florida's public records law and specifically to: Keep and maintain public records required by the Town; Upon request from the Town, 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 in Chapter 119, Florida Statutes, or as otherwise provided by law; Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and Upon completion of the services or agreement, transfer, at no cost, to the Town, all public records in possession of Vendor or keep and maintain public records required by the Town to perform the services. If Vendor transfers all public records to the Town upon completion of the services or this agreement, Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

11. **Insurance.** Vendor shall provide applicable insurance, as required by the Town prior to the purchase or services provided

12. **Delivery:** All prices must be Freight on Board ("F.O.B.") destination, freight prepaid. Vendor shall meet any established delivery date. If delivery dates cannot be met as agreed, the Vendor agrees to advise the Town, in writing, and seek written approval, of the earliest possible delivery date for acceptance by the Town. Regardless of F.O.B. point, Vendor agrees to bear all risk of loss, injury or destruction of goods and materials ordered herein, which may for any reason occur prior to acceptance by the Town. No such loss, injury or destruction shall release Vendor from any obligations hereunder. . Goods and/or materials must be properly packaged. Damaged goods and materials will not be accepted. Or, if the damage is not readily apparent at the time of delivery, the goods shall be returned at no cost to the Town. The Town receives the right to inspect the goods within a reasonable time subsequent to delivery where circumstances or conditions prevent effective inspection of the goods at the time of delivery.

13. **Non-Discrimination**: Vendor shall comply with all applicable state and federal civil rights laws.



Jorge

Quote

Bill to

Jorge Galdo
jgaldo@townofsurfsidefl.gov
3058663635
12/15/24
10am-1pm

Quote# 54727-000863

PO# ---

Date issued Nov 25, 2024

Next payment due Dec 15, 2024

SERVICE INFO	QTY	UNIT	UNIT PRICE	TOTAL
 **Hot Chocolate Bar** 600 servings - Decor, Supplies, entire setup			$1,995	**$1,995**
 **Waffle Stick Station** 600 servings	1	Item	$2,195	**$2,195**

	Caricature Artist (1) Artist for 3 hours	3	Hours	$225	**$675**
	Roamer	3	Hours	$200	**$600**

Subtotal	$5,465
Total (USO)	$5,465

PAYMENT SCHEDULE

AMOUNT	DUE DATE	PAYMENT DATE	PAYMENT ID	STATUS
$5,465	Dec15,2024		#000863-001	UPCOMING

Prices on this invoice include add-ons to packages with a discount for multiple services. If a service on this invoice should be cancelled, the balance of the services will need to be repriced.



Town of Surfside, Florida

Vendor History Report

By Vendor Name

Posting Date Range 01/01/2024 - 08/25/2026

Payment Date Range -

Payable Number / Item Description	Description / Units	Post Date / Price	1099 / Amount	Payment Number / Account Number	Payment Date / Account Name	Amount / Dist Amount	Shipping	Tax	Discount	Net	Payment
Vendor Set: 01 - Vendor Set 01											
02213 - PJF Events Inc.						**60,130.00**	**0.00**	**0.00**	**0.00**	**60,130.00**	**60,130.00**
54727-000788	OCT-24 -Halloween Street Party- Entertainr	10/24/2024	Y	125512	10/24/2024	4,770.00	0.00	0.00	0.00	4,770.00	4,770.00
OCT-24 Cyclone Bar (Dri	0.00	0.00	1,995.00	102-8000-552-48-15	PROMOTIONAL ACTIVITIES - SPECIA	1,995.00					
OCT-24 Mini Donut Stati	0.00	0.00	1,500.00	102-8000-552-48-15	PROMOTIONAL ACTIVITIES - SPECIA	1,500.00					
OCT-24 Caricature Artist	0.00	0.00	675.00	102-8000-552-48-15	PROMOTIONAL ACTIVITIES - SPECIA	675.00					
OCT-24 Roamer Photogr	0.00	0.00	600.00	102-8000-552-48-15	PROMOTIONAL ACTIVITIES - SPECIA	600.00					
54727-000863	DEC-24 PJF Events (Winter Wonderland)	12/12/2024	Y	125842	12/12/2024	5,465.00	0.00	0.00	0.00	5,465.00	5,465.00
Waffle Stick Station	0.00	0.00	2,195.00	102-8000-552-48-15	PROMOTIONAL ACTIVITIES - SPECIA	2,195.00					
DEC-24 Hot Chocolate B	0.00	0.00	1,995.00	102-8000-552-48-15	PROMOTIONAL ACTIVITIES - SPECIA	1,995.00					
Caricature Artist	0.00	0.00	675.00	102-8000-552-48-15	PROMOTIONAL ACTIVITIES - SPECIA	675.00					
Photo Roamer	0.00	0.00	600.00	102-8000-552-48-15	PROMOTIONAL ACTIVITIES - SPECIA	600.00					
54727-000863	DEC-24 PJF Events (Winter Wonderland)	12/12/2024	Y	125842	12/16/2024						-5,465.00
Waffle Stick Station	0.00	0.00	2,195.00	102-8000-552-48-15	PROMOTIONAL ACTIVITIES - SPECIA	2,195.00					
DEC-24 Hot Chocolate B	0.00	0.00	1,995.00	102-8000-552-48-15	PROMOTIONAL ACTIVITIES - SPECIA	1,995.00					
Caricature Artist	0.00	0.00	675.00	102-8000-552-48-15	PROMOTIONAL ACTIVITIES - SPECIA	675.00					
Photo Roamer	0.00	0.00	600.00	102-8000-552-48-15	PROMOTIONAL ACTIVITIES - SPECIA	600.00					
54727-000863	DEC-24 PJF Events (Winter Wonderland)	12/12/2024	Y	125879	12/16/2024						5,465.00
Waffle Stick Station	0.00	0.00	2,195.00	102-8000-552-48-15	PROMOTIONAL ACTIVITIES - SPECIA	2,195.00					
DEC-24 Hot Chocolate B	0.00	0.00	1,995.00	102-8000-552-48-15	PROMOTIONAL ACTIVITIES - SPECIA	1,995.00					
Caricature Artist	0.00	0.00	675.00	102-8000-552-48-15	PROMOTIONAL ACTIVITIES - SPECIA	675.00					
Photo Roamer	0.00	0.00	600.00	102-8000-552-48-15	PROMOTIONAL ACTIVITIES - SPECIA	600.00					
54727-000889	JAN-25 Entert and refreshments for Family	1/24/2025		126137	1/31/2025	5,669.00	0.00	0.00	0.00	5,669.00	5,669.00
mini Churros	0.00	0.00	1,575.00	102-8000-552-48-15	PROMOTIONAL ACTIVITIES - SPECIA	1,575.00					
Shaved Ice	0.00	0.00	1,200.00	102-8000-552-48-15	PROMOTIONAL ACTIVITIES - SPECIA	1,200.00					
Popcorn station	0.00	0.00	995.00	102-8000-552-48-15	PROMOTIONAL ACTIVITIES - SPECIA	995.00					
Caricature artist	0.00	0.00	600.00	102-8000-552-48-15	PROMOTIONAL ACTIVITIES - SPECIA	600.00					
Roamer	0.00	0.00	549.00	102-8000-552-48-15	PROMOTIONAL ACTIVITIES - SPECIA	549.00					
Henna Artist	0.00	0.00	450.00	102-8000-552-48-15	PROMOTIONAL ACTIVITIES - SPECIA	450.00					
Glitter Tattoos artist	0.00	0.00	300.00	102-8000-552-48-15	PROMOTIONAL ACTIVITIES - SPECIA	300.00					
54727-000896	JAN-25 HOT CHOCOLATE STATION MOVIE N	1/10/2025		126070	1/14/2025	350.00	0.00	0.00	0.00	350.00	350.00
JAN-25 HOT CHOCOLATI	0.00	0.00	350.00	102-8000-552-48-15	PROMOTIONAL ACTIVITIES - SPECIA	350.00					
54727-000900	JAN-25 POPCORN STATION MOVIE NIGHT	1/10/2025		126070	1/14/2025	795.00	0.00	0.00	0.00	795.00	795.00
JAN-25 POPCORN STATI	0.00	0.00	795.00	102-8000-552-48-15	PROMOTIONAL ACTIVITIES - SPECIA	795.00					
54727-000922	JAN-25 STROLLING MAGICIAN SHOW FOR F	2/6/2025		126230	2/13/2025	1,200.00	0.00	0.00	0.00	1,200.00	1,200.00

Payable Number / Item Description	Description / Account Number	Post Date / Account Name	1099 / Units	Payment Number / Price	Payment Date / Amount	Amount / Dist Amount	Shipping	Tax	Discount	Net	Payment
JAN-25 STROLLING MAG	0.00	0.00	1,200.00	102-8000-552-48-15	PROMOTIONAL ACTIVITIES - SPECIA	1,200.00					
54727-000954	FEB-25 Entert & refreshments for Spring E	3/3/2025		126346	3/4/2025	3,470.00	0.00	0.00	0.00	3,470.00	3,470.00
Mini Donut Station	0.00	0.00	1,500.00	102-8000-552-48-15	PROMOTIONAL ACTIVITIES - SPECIA	1,500.00					
Cotton Candy Station	0.00	0.00	795.00	102-8000-552-48-15	PROMOTIONAL ACTIVITIES - SPECIA	795.00					
Roamer (Photographer)	0.00	0.00	550.00	102-8000-552-48-15	PROMOTIONAL ACTIVITIES - SPECIA	550.00					
Henna Tattoos Artist	0.00	0.00	375.00	102-8000-552-48-15	PROMOTIONAL ACTIVITIES - SPECIA	375.00					
Tinsel Hair	0.00	0.00	250.00	102-8000-552-48-15	PROMOTIONAL ACTIVITIES - SPECIA	250.00					
54727-000964	MAR-25 POPCORN AND ICE TEA FOR MOOI	3/24/2025		126483	3/26/2025	1,449.00	0.00	0.00	0.00	1,449.00	1,449.00
MAR-25 POPCORN AND	0.00	0.00	1,449.00	102-8000-552-48-11	PROMOTIONAL ACTIVITIES - SPECIA	1,449.00					
54727-000989	APR-25 ICED TEA AND POPCORN STATION	4/8/2025		126595	4/15/2025	1,449.00	0.00	0.00	0.00	1,449.00	1,449.00
APR-25 ICED TEA AND P	0.00	0.00	1,449.00	102-8000-552-48-11	PROMOTIONAL ACTIVITIES - SPECIA	1,449.00					
54727-000995	APR-25 CANNOLI'S STATION	4/8/2025		126595	4/15/2025	699.00	0.00	0.00	0.00	699.00	699.00
APR-25 CANNOLI'S STAT	0.00	0.00	699.00	102-8000-552-48-11	PROMOTIONAL ACTIVITIES - SPECIA	699.00					
54727-001023	APR-25 Entert and refreshments for July 4t	5/22/2025		126853	5/23/2025	4,545.00	0.00	0.00	0.00	4,545.00	4,545.00
shaved ice (unlimited se	0.00	0.00	1,795.00	102-8000-552-48-15	PROMOTIONAL ACTIVITIES - SPECIA	1,795.00					
Roaming photographer	0.00	0.00	1,000.00	102-8000-552-48-15	PROMOTIONAL ACTIVITIES - SPECIA	1,000.00					
airbrush artist for 5 hrs	0.00	0.00	875.00	102-8000-552-48-15	PROMOTIONAL ACTIVITIES - SPECIA	875.00					
airbrush artist for 5 hrs	0.00	0.00	875.00	102-8000-552-48-15	PROMOTIONAL ACTIVITIES - SPECIA	875.00					
54727-001114	Halloween enter – donuts, caricature, roan	10/15/2025		127729	10/28/2025	4,770.00	0.00	0.00	0.00	4,770.00	4,770.00
Cyclone Bar (4 Cyclones)	0.00	0.00	1,995.00	102-8000-552-48-15	PROMOTIONAL ACTIVITIES - SPECIA	1,995.00					
Mini Donut Station	0.00	0.00	1,500.00	102-8000-552-48-15	PROMOTIONAL ACTIVITIES - SPECIA	1,500.00					
Caricature Artist	0.00	0.00	675.00	102-8000-552-48-15	PROMOTIONAL ACTIVITIES - SPECIA	675.00					
Roamer	0.00	0.00	600.00	102-8000-552-48-15	PROMOTIONAL ACTIVITIES - SPECIA	600.00					
54727-0011265	HENNA TATTOOS,COTTON CANDY & DONU	3/11/2026		128732	3/19/2026	3,220.00	0.00	0.00	0.00	3,220.00	3,220.00
MINI DONUT STATION –	0.00	0.00	1,500.00	102-8000-552-48-15	PROMOTIONAL ACTIVITIES - SPECIA	1,500.00					
COTTON CANDY STATIO	0.00	0.00	795.00	102-8000-552-48-15	PROMOTIONAL ACTIVITIES - SPECIA	795.00					
PHOTO ROAMER – EVEN	0.00	0.00	550.00	102-8000-552-48-15	PROMOTIONAL ACTIVITIES - SPECIA	550.00					
HENNA TATTOO SERVICI	0.00	0.00	375.00	102-8000-552-48-15	PROMOTIONAL ACTIVITIES - SPECIA	375.00					
54727-001170	WINTER WONDERLAND EVENT SERVICES	1/9/2026		128181	1/12/2026	5,465.00	0.00	0.00	0.00	5,465.00	5,465.00
WINTER WONDERLAND	0.00	0.00	5,465.00	001-6000-572-34-10	CONTRACTUAL SERVICES	5,465.00					
54727-001216	SHAVED ICE, MINI CHURROS,ROAMER,HEN	1/14/2026		128308	1/29/2026	5,825.00	0.00	0.00	0.00	5,825.00	5,825.00
MINI CHURROS – UNLIM	1.00	1,995.00	1,995.00	102-8000-552-48-15	PROMOTIONAL ACTIVITIES - SPECIA	1,995.00					
SHAVED ICE – UNLIMITE	1.00	1,750.00	1,750.00	102-8000-552-48-15	PROMOTIONAL ACTIVITIES - SPECIA	1,750.00					
MAGIC SHOW (2:45 PM	0.00	0.00	650.00	102-8000-552-48-15	PROMOTIONAL ACTIVITIES - SPECIA	650.00					
ROAMER PHOTO BOOTH	0.00	0.00	600.00	102-8000-552-48-15	PROMOTIONAL ACTIVITIES - SPECIA	600.00					
STROLLING MAGICIAN /	0.00	0.00	500.00	102-8000-552-48-15	PROMOTIONAL ACTIVITIES - SPECIA	500.00					
HENNA TATTOOS – 3 HR	0.00	0.00	330.00	102-8000-552-48-15	PROMOTIONAL ACTIVITIES - SPECIA	330.00					
54727-001247	POPCORN,CANNOLIS, ICE CREAM STATION,	2/24/2026		128572	2/27/2026	2,148.00	0.00	0.00	0.00	2,148.00	2,148.00
Popcorn, cannolis, iced t	0.00	0.00	2,148.00	102-8000-552-48-11	PROMOTIONAL ACTIVITIES - SPECIA	2,148.00					

Payable Number / Item Description	Description / Units	Price	Post Date / Amount	1099 / Account Number	Payment Number / Account Name	Payment Date / Dist Amount	Amount	Shipping	Tax	Discount	Net	Payment
54727-001248A	FOOD AND DRINK FOR MARCH 22 MFF FILM		3/23/2026		128842	4/3/2026	2,148.00	0.00	0.00	0.00	2,148.00	2,148.00
FOOD AND DRINK FOR M	0.00	0.00	2,148.00	102-8000-552-48-11	PROMOTIONAL ACTIVITIES - SPECIA	2,148.00						
54727-001325	JULY 4TH - EVENT ENTERTAINMENT SERVIC		6/4/2026		129358	6/4/2026	4,545.00	0.00	0.00	0.00	4,545.00	4,545.00
1 SHAVED ICE STATION \	0.00	0.00	1,795.00	102-8000-552-48-15	PROMOTIONAL ACTIVITIES - SPECIA	1,795.00						
2 AIRBRUSH ARTISTS @	0.00	0.00	1,750.00	102-8000-552-48-15	PROMOTIONAL ACTIVITIES - SPECIA	1,750.00						
1 ROAMER ENTERTAINE	0.00	0.00	1,000.00	102-8000-552-48-15	PROMOTIONAL ACTIVITIES - SPECIA	1,000.00						
INV26106	POPCORN AND SNACKS APRIL 12 MJFF SCR		4/13/2026		128962	4/17/2026	2,148.00	0.00	0.00	0.00	2,148.00	2,148.00
Popcorn and snacks Apr	0.00	0.00	2,148.00	102-8000-552-48-11	PROMOTIONAL ACTIVITIES - SPECIA	2,148.00						
					Vendors: (1)	**Total 01 - Vendor Set 01:**	**60,130.00**	**0.00**	**0.00**	**0.00**	**60,130.00**	**60,130.00**
					Vendors: (1)	**Report Total:**	**60,130.00**	**0.00**	**0.00**	**0.00**	**60,130.00**	**60,130.00**

RESOLUTION NO. 2026-_____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AN AGREEMENT WITH PJF EVENTS INC. FOR EVENT PRODUCTION SERVICES FOR FISCAL YEAR 2026-2027 IN AN AMOUNT NOT TO EXCEED $30,000; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT FOR THE SERVICES; FINDING THAT THE SERVICES ARE EXEMPT FROM COMPETITIVE BIDDING PURSUANT TO SECTION 3-13(7)(D) OF THE TOWN CODE; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside (the "Town") desires event production services for Town-sponsored events during Fiscal Year 2026-2027 (the "Services"); and

WHEREAS, PJF Events Inc. (the "Contractor") has provided event services to the Town since 2024, consistently demonstrating professionalism, reliability, and a commitment to delivering high-quality services; and

WHEREAS, pursuant to Section 3-13(7)(d) of the Town's Code of Ordinances (the "Code"), contractual services for event organizers and entertainment providers, as approved by the Town Manager when deemed to be in the best interests of the Town, are exempt from competitive bidding; and

WHEREAS, the Parks and Recreation Department has requested approval of a Special Events Production Services Agreement with the Contractor for Fiscal Year 2026-2027 (the "Agreement") and approval of the expenditure in an amount not to exceed $30,000; and

WHEREAS, the Town Commission desires to approve the Agreement with the Contractor, in substantially the form attached hereto as Exhibit "A," for the Services in an amount not to exceed $30,000; and

WHEREAS, the Town Commission finds that this Resolution is in the best interests 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 of Agreement. The Town Commission hereby approves the Agreement with the Contractor, in substantially the form attached hereto as Exhibit "A," for the Services for Fiscal Year 2026-2027 in an amount not to exceed $30,000.

Section 3. Authorization to Execute Agreement. The Town Manager is hereby authorized to execute the Agreement with the Contractor, subject to final approval by the Town Manager and Town Attorney as to form, content, and legal sufficiency.

Section 4. Exemption from Competitive Bidding. Pursuant to Section 3-13(7)(d) of the Town's Code, the Town Commission finds that the Services provided under the Agreement are exempt from competitive bidding.

Section 5. Implementation. That the Town Manager and Town Officials are hereby authorized to take any and all actions which are necessary to implement the Services, the Agreement, and the purposes of this Resolution.

Section 6. Effective Date. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED this ____ day of _____, 2026.

Motion By: _____
Second By: _____

FINAL VOTE ON ADOPTION:

Commissioner Andrea Travani _____
Commissioner Gerardo Vildostegui _____
Commissioner Dovid Weingot _____
Vice Mayor Dayana Benmergui _____
Mayor Shlomo Danzinger _____

_____
Shlomo Danzinger, Mayor

ATTEST:

_____
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

SPECIAL EVENT PRODUCTION SERVICES AGREEMENT
BETWEEN
THE TOWN OF SURFSIDE
AND
PJF EVENTS INC

THIS AGREEMENT (this "Agreement") is made effective as of October 1, 2026 (the "Effective Date"), by and between the **TOWN OF SURFSIDE, FLORIDA,** a Florida municipal corporation, (hereinafter the "Town"), and **PJF EVENTS INC.**, a Florida Corporation (hereinafter, the "Contractor").

WHEREAS, the Town desires certain event production services for the Town's Parks and Recreation annual events (the "Services"); and

WHEREAS, the Contractor has agreed to provide the Services on a non-exclusive basis in accordance with the Scope of Services, attached hereto as Exhibit "A"; and

WHEREAS, the Contractor and Town, through mutual negotiation, have agreed upon a not to exceed total amount for Fiscal Year 2027 for 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. Contractor shall provide the Services, as directed by the Town, which may include, but are not limited to, Halloween, Winter Wonderland, Family Fun Day, Spring Egg Hunt, 4th of July events (each an "Event") in accordance with the Scope of Services attached hereto as Exhibit "A" incorporated herein by reference.

1.2. Contractor shall furnish all goods, services, reports, documents, and information obtained pursuant to this Agreement, and recommendations during the term of this Agreement (hereinafter "Deliverables") to the Town.

2. Term/Commencement Date.

2.1. The Term of this Agreement shall be from the Effective Date through September 30, 2027, unless earlier terminated in accordance with Paragraph 8.

2.2. Contractor agrees that time is of the essence and Contractor shall complete the Services within the term of this Agreement, unless extended by the Town Manager.

3. Compensation and Payment.

3.1. Total compensation to the Contractor for the Services shall not exceed **$30,000** for the Term or Fiscal Year 2027. The fees and costs for each Event shall be as agreed upon by and between the Town and Contractor.

3.2. In the event inclement or severe weather is impending, or is forecasted to affect the Event site, the Town reserves the right to cancel or reschedule the Event and the Town and Contractor agree to reschedule the cancelled Event within one (1) year of the date the Event was scheduled.

3.2.1. If the Town cancels the Event at least three (3) days before the Event due to inclement or severe weather, the Contractor shall not receive compensation for the Event.

3.2.2. If the Town cancels the Event less than three (3) days but not on the day of the Event due to inclement or severe weather, the Contractor shall be refunded for any Event expenses incurred in an amount not to exceed fifty percent (50%) of Event compensation.

3.2.3. If the Town cancels the Event on the day of the Event due to inclement or severe weather, the Contractor shall be refunded for any Event expenses incurred in an amount not to exceed seventy five percent (75%) of Event compensation.

3.2.4. Contractor shall provide receipts for all paid and incurred expenses through the date of Event cancellation. Failure to provide receipts for all paid and incurred expenses may result in delay of refund payments or rejection of the refund, at the sole and absolute discretion of the Town.

3.3. Contractor shall deliver an invoice to the Town no more often than once per month detailing Services completed and the amount due to Contractor under this Agreement. Fees shall be paid in arrears each month, pursuant to Contractor's invoice, which shall be based upon the percentage of work completed for each task invoiced. 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.

3.4. Contractor's invoices must contain the following information for prompt payment:

3.4.1. Name and address of the Contractor;

3.4.2. Purchase Order number;

3.4.3. Date of invoice;

3.4.4. Invoice number (Invoice numbers cannot be repeated. Repeated invoice numbers will be rejected);

3.4.5. Name and type of Services;

3.4.6. Timeframe covered by the invoice; and

3.4.7. Total value of invoice.

Failure to include the above information will result in the delay of payment or rejection of the invoice, at the sole and absolute discretion of the Town.

4. Subcontractors.

4.1. The Contractor shall be responsible for all payments to any subcontractors and/or vendors and shall maintain responsibility for all work related to the Services.

4.2. Contractor may only utilize the services of a particular subcontractor or vendor with the prior written approval of the Town Manager or his designee, which approval may be granted or withheld in the Town Manager or his designee's sole and absolute discretion.

5. Town's Responsibilities.

5.1. Town shall make available any information, 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 as is ordinarily provided by a Contractor under similar circumstances. 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 its 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 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 and first-class manner.

6.3. The Contractor represents that it is an entity validly existing and in good standing under the laws of the State 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 current, or foreseeable, adversarial issues in and/or with 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 in writing 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 not less than those specified below, as satisfactory to Town, naming the Town as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best, and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the Town, its elected officials, employees, agents, and volunteers, naming the Town as additional insured. Any insurance maintained by the Town shall be more than the Contractor's insurance and shall not contribute to the Contractor's insurance. The insurance coverages shall include, at a minimum, the amounts set forth in this section and may be increased by the Town as it deems necessary or prudent.

9.1.1. Commercial General Liability coverage with limits of liability of not less than a $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 with minimum limits of $1,000,000 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 with minimum limits 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, without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.

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 Insurance), no later than ten (10) days after award of this Agreement and prior to the execution of this Agreement by the Town and prior to commencing Services. Each certificate shall include no less than (30) thirty-day advance written notice to the Town prior to cancellation, termination, or material alteration of said policies or insurance. The Contractor shall be responsible for assuring that the insurance certificates 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 type(s) 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 policy(ies), 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 thirty (30) calendar days prior to the date of 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, amended or restricted. Acceptance of the Certificate(s) is subject to approval by the Town.

9.3. Additional Insured. Except with respect to Worker's Compensation Insurance**,** the Town is to be specifically included as an Additional Insured for the liability of the Town resulting from Services performed by or on behalf of the Contractor in the performance of this Agreement. The Contractor'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 more than and shall not contribute to the Contractor's insurance. The Contractor'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 (for applicable policies) in the same manner as if separate policies had been issued to each.

9.4. 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.

9.5. 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 shall 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 all 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, its elected officials, officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising from Contractor's performance or non-performance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the Contractor and third parties made pursuant to this Agreement. 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.

12.2. 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.

12.3. 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, 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 his 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:	**Town Clerk**
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 in writing 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 the 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 the 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 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.

28. **Scrutinized Companies.** The Contractor certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, contractor agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the Town may immediately terminate this Agreement for cause if the Contractor, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

29. **Prohibition Against Using Diversity, Equity, And Inclusion Material.** The Contractor certifies, pursuant to Section 287.139, Florida Statutes, that it does not and will not use any funds paid or provided under this Agreement, to require its employees, contractors, volunteers, vendors or agents to ascribe to, study, or be instructed using materials relating to diversity, equity, and inclusion as defined in ss. 125.595(1) and 166.0491(1). Contractor acknowledges that this certification was provided to the City prior to the award of this Agreement, and that the certification is a continuing obligation throughout the term of this Agreement and any renewal or extension thereof.

30. **Noncoercive Conduct Affidavit**. Pursuant to Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with a governmental entity is required to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06(2)(a), Florida Statutes. By entering into this Contract, the Contractor acknowledges that it has read Section 787.06, Florida Statutes, and will comply with the requirements therein, and has executed the required affidavit attached hereto and incorporated herein.

31. **E-Verify Affidavit.** In accordance with Section 448.095, Florida Statutes, the Town requires all contractors doing business with the Town to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Town will not enter into a contract unless each party to the contract registers with and uses the E-Verify system. The contracting entity must provide its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify. By entering into this Agreement, the Contractor acknowledges that it has read Section 448.095, Florida Statutes; will comply with the E-Verify requirements imposed by Section 448.095, Florida Statutes, including but not limited to obtaining E-Verify affidavits from subcontractors; and has executed the required affidavit attached hereto and incorporated herein.

32. **Background Checks.** Contractor agrees that based upon the Services to be provided, the Agreement is conditioned upon successful completion of current criminal background checks of all staff, including all of the following: criminal check, drug screening, credit check, reference check, past employment verification, and proof of education. Contractor shall be responsible for maintaining current background checks on all employees involved in the performance of Services pursuant to this Agreement. Background checks must be performed prior to the performance of any work by the contractor under this Agreement. Written verification of all background checks must be provided to the Town prior to the performance of any work by the Contractor under this Agreement. Contractor acknowledges that in the performance of the Services contemplated in this Agreement, Contractor's staff may have contact with children. Accordingly, no employees shall be assigned to work for the Town under this Agreement whose background check reveals behavior which would prohibit such contact. Documentation of required certification and insurance must be provided to the Town prior to commencement of any services by Contractor or staff hired by Contractor.

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

E-VERIFY AFFIDAVIT

In accordance with Section 448.095, Florida Statutes, the Town requires all contractors doing business with the Town to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Town will not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify

By signing below, the contracting entity acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subcontractors.

☐ **Check here to confirm proof of enrollment in E-Verify has been attached to this Affidavit.**

In the presence of:

_____
Witness #1 Print Name: _____

_____
Witness #2 Print Name: _____

Signed, sealed and delivered by:

_____
Print Name: _____
Title: _____
Entity Name: _____

ACKNOWLEDGMENT

State of Florida
County of _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20__, by_____ _____(name of person) as _____ (type of authority) for _____ (name of party on behalf of whom instrument is executed).

_____
Notary Public (Print, Stamp, or Type as Commissioned)

_____Personally known to me; or
_____Produced identification (Type of Identification:_____)
_____Did take an oath; or
_____Did not take an oath

AFFIDAVIT ATTESTING TO
NONCOERCIVE CONDUCT FOR LABOR OR SERVICES

Effective July 1, 2024, Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with a governmental entity is required to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06(2)(a), Florida Statutes.

By signing below, **I hereby affirm under penalty of perjury that**:

1. I have read Section 787.06, Florida Statutes, and understand that this affidavit is provided in compliance with the requirement that, upon execution, renewal, or extension of a contract between a nongovernmental entity and a governmental entity, the nongovernmental entity must attest to the absence of coercion in labor or services.

2. I am an officer or representative of _____, a nongovernmental entity.

3. _____ does not use coercion for labor or services as defined in the relevant section of the law.

In the presence of: **Under penalties of perjury, I declare that I have read the foregoing and the facts stated in it are true:**

_____ _____
Witness #1 Print Name: _____ Print Name: _____
Title: _____
_____
Witness #2 Print Name: _____ Entity Name: _____

OATH OR AFFIRMATION
State of Florida
County of _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20___, by_____ _____(name of person) as _____ (type of authority) for _____ (name of party on behalf of whom instrument is executed).

_____
Notary Public (Print, Stamp, or Type as Commissioned)
_____Personally known to me; or
_____Produced identification (Type of Identification:_____)
_____Did take an oath; or
_____Did not take an oath

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: _____
Sandra McCready, Acting Town Manager

Attest:

By: _____
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)
townmanager@townofsurfsidefl.gov (email)

CONTRACTOR:

PJF EVENTS INC

By: _____

Name: _____

Title: _____

Entity: _____

Addresses for Notice:

_____
_____
_____
_____
_____(telephone)
_____(facsimile)
_____(email)

EXHIBIT "A"
SCOPE OF SERVICES

Contractor shall deliver the Services in accordance with the Agreement with the Town of Surfside (the "Town") as set forth in further detail below. Collectively, the following obligations shall be considered the "Services" rendered pursuant to the Agreement.

1. **Event Description:** The Town may use Contractor for Special Events (Family Fun Day, Spring Egg Hunt, 4th of July, Halloween Spooky Spooktacular, and Winter Wonderland) for services to include:
    a. Catering Services
        i. Corporate Picnics
        ii. BBQ Catering
        iii. Street Fair & Carnival Style Concession Catering
    b. Entertainment
        i. Caricature Artists
        ii. DJ Services
        iii. Face Painters
        iv. Clowns
        v. Petting Zoo & Pony Rides
        vi. Stilt Walkers & Unicyclist
        vii. Balloon Artists
        viii. Lighting and Sound
        ix. Pipe & Drape
        x. Dance Floors & Stages
        xi. Tents, Tables & Chairs
    c. Inflatables
        i. Bouncers
        ii. Wet Slides
        iii. Dry Slides
        iv. Obstacle Courses
        v. Mazes
        vi. Play Centers
    d. Games
        i. Interactive Games
        ii. Midway Games
        iii. Classic Lawn Games
    e. Rides
        i. Mechanical Attractions
        ii. Thrill Rides

2. **Overall Project Management:** Lauren Spiller-Picard

3. **Approximate Attendance Goal:** Varys depending on Event

4. **Event Location(s):** Surfside Community Center/96th St. Park or other Town locations as requested by the Town.

5. **Event Date(s) and Time(s):** Varys depending on Event

EXHIBIT "A"
SCOPE OF SERVICES

6. **Event Set Up Times:** Contractor shall provide set up times prior to events.

7. **Event Theme(s):** TBA

8. **Gov't Approvals / Special Permit:** Ride Inspections provided by Contractor

9. **Trash Removal and Recycling:** Contractor shall be responsible for removing all trash from rides and equipment supplied by them for each Event.

10. **Staffing:**

    a. **PJF EVENTS INC**
        i. Lauren Spiller-Picard
        ii. Trish Spiller-Picard
    b. **Town of Surfside, Parks and Recreation Department**
        i. Rodolfo Perez
        ii. Carlos Malvarez
        iii. Jorge Galdo Jr.

11. **Prohibited Items:** Styrofoam and plastic straws are prohibited to be used or distributed at the Event.

12. **Town Approval:** The Town has the sole authority to issue a final approval of all programming, scope of services, and fees/costs for each Event. Any approvals shall be in writing.

MEMORANDUM

ITEM NO. 3D.

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

From: Sandra N. McCready, Acting Town Manager

Date: September 3, 2026

Subject: **Ratifying Expenditure of $ 32,240.65 to Brightview Landscape Services Inc. for Resod of the Athletic Filed at 96th Street Park.**

Staff respectfully recommends that the Commission approve the after-the-fact expenditure for the resodding of the 96th Street Park athletic field by BrightView Landscape Services, Inc. and ratify the expenditure as necessary for the continued safe and effective operation of the Town's park and recreation facilities.

The Parks and Recreation Department authorized the resodding of the athletic field at 96th Street Park by BrightView Landscape Services, Inc. The work was authorized by staff due to the deteriorated condition of the field and the immediate need to provide a safe and suitable playing surface for public use.

Resodding the field was necessary to address the condition of the grass and ensure that the facility could safely accommodate the Town's youth sports, summer camp activities, and general public use. With the fall and winter programming season approaching, it was important to have the field restored and ready for increased recreational activity. The field had experienced significant use throughout the summer, including use by the Town's summer camp program, which contributed to the need for rehabilitation.

A properly maintained grass field is essential for youth sports and public recreation. Resodding provides a safer, more durable, and more functional playing surface, helps reduce the risk of injuries, supports appropriate athletic use, and enhances the overall quality of the park for residents and visitors.

Funds were budgeted in the FY26 budget under **GL Account 001-6000-572-46-04 – Ground**

Maintenance.

Although the work was authorized based on the immediate operational need to restore the field, Commission approval was not obtained prior to the expenditure. This item is therefore being presented to the Commission for **after-the-fact approval of the expenditure**.

Brightview Landscape Services, INC. Professional Services Agreement

Resolution Ratify Expenditure to Brightview

Brightview invoice

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF SURFSIDE
AND
BRIGHTVIEW LANDSCAPE SERVICES, INC.

THIS AGREEMENT (this "Agreement") is made effective as of the 1ST day of April, 2025 (the "Effective Date"), by and between the **TOWN OF SURFSIDE,** a Florida municipal corporation, (hereinafter the "Town"), and **BRIGHTVIEW LANDSCAPE SERVICES, INC.**, a Florida for profit corporation, (hereinafter, the "Consultant").

WHEREAS, the Town issued Request for Proposals ("RFP") No. 2025-01 seeking qualified firms for Landscape Maintenance and Related Services, which RFP is incorporated herein by reference; and

WHEREAS, the Consultant will perform services on behalf of the Town, all as further set forth in the RFP dated January 6, 2025, attached hereto as Exhibit "A" (the "Services"); and

WHEREAS, the Consultant and Town, through mutual negotiation, have agreed upon a fee for the Services; 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. Consultant shall provide the Services on a non-exclusive basis as set forth in the Proposal attached hereto as Exhibit "A" and incorporated herein by reference (the "Services").

1.2. Consultant 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.

2. **Term/Commencement Date.**

2.1. The term of this Agreement shall commence on the Effective Date through three (3) years thereafter, unless earlier terminated in accordance with Paragraph 8. Additionally, the Town Manager may renew this Agreement for three (3) additional one (1) year periods on the same terms as set forth herein upon written notice to the Consultant.

2.2. Consultant agrees that time is of the essence and Consultant shall complete the Services within the term of this Agreement, unless extended by the Town Manager.

3. **Compensation and Payment.**

3.1. Compensation for Services provided by Consultant shall be based on the corresponding Unit Pricing for the Services as set forth in Consultant's Fee Schedules, which are attached hereto as Exhibit "B," "C," and "D" and incorporated herein by reference.

3.2. 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 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. **Subconsultants.**

4.1. The Consultant shall be responsible for all payments to any subconsultants and shall maintain responsibility for all work related to the Services.

4.2. Consultant may only utilize the services of a particular subconsultant with the prior written approval of the Town Manager, which approval may 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 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. The Consultant shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily provided by a consultant under similar circumstances. 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. The Consultant hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws 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 and first class manner.

6.3. The 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 current, or foreseeable, adversarial issues in the Town.

8. Termination.

8.1. The Town Manager, without cause, may terminate this Agreement upon thirty (30) 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. The Consultant, without cause, may terminate this Agreement upon sixty (60) calendar days written notice to the Town Manager, or immediately with cause.

8.4. In the event of termination, the Consultant shall be paid for all 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.

8.5. The 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 not less than those specified below as satisfactory to Town, naming the Town as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the Town, its officials, employees, agents, and volunteers naming the Town as additional insured. 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 insurance coverages shall include at a minimum the amounts set forth in this section and may be increased by the Town as it deems necessary or prudent.

9.1.1. Commercial General Liability coverage with limits of liability of not less than a $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 with minimum limits of $1,000,000.00 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 with minimum limits 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, without restrictive endorsements, 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 not less than One Million Dollars ($1,000,000.00) per occurrence, single limit.

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 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 include no less than (30) thirty-day advance written notice to Town prior to cancellation, termination, or material alteration of said policies or insurance. The Consultant shall be responsible for assuring that the insurance certificates 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 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.

9.3. Additional Insured. Except with respect to Professional Liability Insurance and Worker's Compensation Insurance, the Town is to be specifically 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, 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 the Consultant's insurance. The 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 (for applicable policies) in the same manner as if separate policies had been issued to each.

9.4. 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.

9.5. 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 all 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 performance or non-performance of 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 performance or non-performance of this Agreement.

12.2. 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.

12.3. 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. 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 AGREEEMENT, 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**

16.9. Consultant shall comply with the following FEMA records access requirements:

16.9.1. The Consultant agrees to provide the Town, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Consultant which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

16.9.2. The Consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

16.9.3. The Consultant agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed pursuant to or in connection with this Agreement.

16.9.4. In compliance with the Disaster Recovery Act of 2018, the Town and the Consultant acknowledge and agree that no language in this Agreement is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

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. The Consultant shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in carrying out Services under this Agreement, including federal, State of Florida, Miami-Dade County, the Town of Surfside, 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. The Consultant acknowledges that FEMA financial assistance will be used to fund all or a portion of this Agreement. The Consultant will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

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 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.** 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 Consultant 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.

28. **Federal Requirements.** Consultant agrees to comply with the contract provisions listed under FHWA-1273 Form, attached hereto Exhibit "E" and incorporated herein by reference, and the following terms and provisions for all federally funded and reimbursable Services provided:

    28.1. Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. In accordance with 2 C.F.R. § 200.321, Consultant shall take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps for the Consultant to take regarding subcontractors must include:

    28.1.1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

    28.1.2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

    28.1.3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

    28.1.4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

    28.1.5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

    28.2. Debarment and Suspension. The Town and the Consultant are subject to the debarment and suspension regulations set forth under Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 3000.

28.2.1. This Agreement is a covered transaction for purposes of 2 C.F.R. part 180 and 2 C.F.R. part 3000. As such, Consultant is required to verify that the Consultant, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

28.2.2. Consultant must comply with 2 C.F.R. part 180, subpart C and 2 C.F.R. part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

28.2.3. This certification is a material representation of fact relied upon by the Town. If it is later determined that the Consultant did not comply with 2 C.F.R. part 180, subpart C and 2 C.F.R. part 3000, subpart C, in addition to remedies available to the Town, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

28.2.4. Consultant agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, sub-part C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

28.3. Procurement of recovered materials. The Town and the Consultant agree to comply with 2 C.F.R. § 200.322:

> A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

28.4. Methods of procurement to be followed. T

28.5. Davis-Bacon Act.

28.5.1. All transaction regarding this contract shall be done in compliance with the Davis-Bacon Act, 50 U.S.C. 3141-3144 and 3146-3148, and the requirements of 29 C.F.R. pt. 5 as may be applicable. The Consultant shall comply with 40 US.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt 5 as applicable.

28.5.2. Consultant is required to pay wages to laborers at a rate not less than the prevailing wages specified in the a wage determination made by the U.S. Secretary of Labor.

28.5.3. Consultants must pay wages not less than once a week.

28.6. Copeland Anti-Kickback Act.

28.6.1. Consultant shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Agreement.

28.6.2. . The Consultant shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Consultant shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

28.6.3. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.

28.7. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Consultants who apply or bid for an award of $100,000 or more shall file the required certification attached hereto as Exhibit "E". Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

28.8. Compliance with the Contract Work Hours and Safety Standards Act.

28.8.1. The Consultant or its subcontractors contracting for any part of the Services under this Agreement which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

28.8.2. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $26 for each calendar day on which

such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

28.8.3. The Town shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Consultant or its subcontractors under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

28.8.4. The Consultant shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Consultant shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

28.9. Clean Air Act.

28.9.1. The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42U.S.C.§ 7401 et seq.

28.9.2. The Consultant agrees to report each violation to the Town and understands and agrees that the Town will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

28.9.3. The Consultant agrees to include these requirements in each subcontract exceeding $150,000 that is financed in whole or in part with Federal assistance provided by FEMA.

28.10. Federal Water Pollution Control Act.

28.10.1. The Consultant agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

28.10.2. The Consultant agrees to report each violation to the Town, and understands and agrees that the Town will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

28.10.3. The Consultant agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

28.11. DHS Seal, Logo, and Flags. The Consultant shall not use the Department Homeland Security seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

28.12. No Obligation by Federal Government. The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from this Agreement.

28.13. Program Fraud and False or Fraudulent Statements or Related Acts. The Consultant acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Agreement.

28.14. Change or Modification. To be eligible for FEMA assistance under a FEMA grant or cooperative agreement, the cost of a change, modification, change order, or constructive change must be allowable, allocable, within the scope of the grant or cooperative agreement, and reasonable for the completion of the project scope. Accordingly, the Consultant shall comply with the following:

28.14.1. Without invalidating the Agreement, Town reserves and shall have the right, from time to time to make such increases, decreases or other changes in the character or quantity of the work as may be considered necessary or desirable to fully and properly complete the project in a satisfactory manner in accordance with the scope of the FEMA grant or cooperative agreement. Any extra or additional work within the scope of this Agreement must be accomplished by means of appropriate Field Orders or Change Orders.

28.14.2. The Agreement Administrator shall have the right to approve and issue Field Orders setting forth written interpretations of the intent of the project documents and ordering minor changes in work execution, providing the Field Order involves no change in the Agreement Price or the Agreement Time.

28.14.3. Changes in the quantity or character of the Work within the scope of the Project which are not properly the subject of Field Orders, including all changes resulting in changes in the Agreement Price, or the Agreement Time, shall be authorized only by Change Orders approved in advance and issued in accordance with the provisions of Town's Procurement Code, as amended from time to time.

[Remainder of page intentionally left 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: _____
Mark Blumstein
Town Manager

Attest:

By: _____
Sandra McCready, MMC
Town Clerk

Approved as to form and legal sufficiency:

By: _____
Thais Hernandez
Town Attorney

CONTRACTOR

By: _____
Darren McDonough
Senior Vice-President

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

With a copy to:
Thais Hernandez, Esq.
Office of the Town Attorney
Town of Surfside
9293 Harding Avenue
Surfside, FL 33154
305-861-4863 (telephone)
thernandez@townofsurfsidefl.gov (email)

Addresses for Notice:
Darren McDonough
Brightview Landscape Services, Inc.
Attn: Senior Vice-President
2711 SW 36th Street
Dania Beach, FL 33312
954-431-1111 (telephone)
Darren.McDonough@brightview.com (email)

EXHIBIT "A"

SCOPE OF SERVICES

The Scope of Services are those contained in RFP No. 2025-01 and the Proposal dated January 6, 2025, attached hereto and incorporated herein by reference.

Exhibit "A"
Landscape Maintenance Locations Map



In addition, this RFP No.: 2025-01 shall include newly added road features, ROWs, and Flamingo Garden Park.

SECTION 3

SCOPE OF SERVICES

3.1 INTRODUCTION.

The Town is seeking proposals from qualified firms to provide all materials and services necessary to provide Comprehensive Landscape Maintenance and Related Services, including pest control, fertilization and on demand additional services, including hurricane/storm preparation and recovery services, in accordance with the terms, conditions, and specifications contained in this Request for Proposals ("RFP"). The Town reserves the right to award some or all Services to one or more qualified firms on a non-exclusive basis.

3.2 SCOPE OF WORK

3.2.1. SUMMARY

The landscape objectives for this Project are to provide a visually pleasing and environmentally sound landscape with high standards of maintenance.

3.2.2. The Scope of Services and Schedule are summarized in the table below:

Scope of Services
Irrigation
Mowing
Trimming
Shrub Pruning
Mulching
Weed Control
Tree and Palm Pruning
Fertilization
Pest Scouting and Treatment
On Demand Additional Services
Hurricane/Storm Services
Locations of Services

3.2.3. Service Areas.

3.2.3.1. The areas to be serviced and included in this RFP are shown in the Landscape Maintenance Locations Map, attached hereto as Exhibit "A," and consist of Town property, parks, rights-of-ways, and common areas, which include but are not limited to hardpack, walking path, dunes, beach ends, and street ends.

3.2.3.2. Each area of service is different and the scope of work shall vary by location as follows:

Item Number	Item Description	Sod	Trees	Hedges
1.0.0	**Park and Recreation Facilities**			
1.1.1	Town of Surfside Community Center	YES	YES	YES
1.1.2	Veteran's Park and Tennis Center	YES	YES	YES
1.1.3	96th Street Park	YES	YES	YES
1.1.4	Hawthorne Park	YES	YES	YES
1.1.5	Dog park - Surfside Paws Up Park	YES	YES	YES
1.1.6	Community Garden (Including Lift Station)	YES	YES	YES
1.1.7	Flamingo Garden Park	YES	YES	YES
2.0.0	**Parking Lots**			
2.1.1	Abbott Parking Lot	YES	YES	YES
2.1.2	94th Street Parking Lot	YES	YES	YES
2.1.3	Town Hall Parking Lot	YES	YES	YES
2.1.4	93rd Street Parking Lot	YES	YES	YES
2.1.5	95th Street Parking Lot	YES	YES	YES
2.1.6	Collins Avenue Parking Lot	YES	YES	YES
3.0.0	**Right of Way**			
3.1.1	Beach Ends	YES	YES	YES
3.1.2	Street Ends	YES	YES	YES
3.1.3	Hardpack/Walking Path	YES	YES	YES
3.1.4	Harding Avenue roadway (Downtown Surfside)	YES	YES	YES
3.1.5	All Right of Way (ROW), Roundabouts, Medians and Road Features	YES	YES	YES

3.2.3.3. A Tree Schedule Inventory table, attached as Exhibit "B," outlines the number of trees in each service area that will require Comprehensive Landscaping Maintenance and Related Services from the Proposer.

3.2.4. Quality Assurance.

3.2.4.1. Contractor shall be an individual or firm of established capability, experience and reputation, which is regularly engaged in, and which maintains a regular force of workers skilled in performing the Services as outlined in this RFP.

3.2.4.2 All Contractors shall visit the site(s) and inspect all Service areas and landscape prior to submitting a proposal.

3.2.4.3. All Contractors shall comply with all sections of these Specifications.

3.2.4.4. No Services are to be subcontracted without the prior written consent of the Town.

3.2.4.5. Contractor shall comply with all applicable local, state and federal health and safety requirements, including the latest revisions to the Occupational and Safety and Health Administration (OSHA) standards, American National Standards Institute (ANSI) Z133.1-2000 (Tree Care Operations-Safety Requirements) and State of Florida Department of Transportation (FDOT vehicle safety and traffic control requirements).

3.2.4.6. Contractor shall designate a competent supervisor or foreman to oversee all Services described in these Specifications.

3.2.4.7. Contractor shall be responsible for promptly notifying the Town of any damage to irrigation systems, buildings, vehicles or other structures, properties or possessions, which occur as a result of all Services performed pursuant to this RFP, or improper or negligent activities, as defined in these Specifications.

3.3. LABOR, EQUIPMENT, PRODUCTS AND MATERIALS.

3.3.1 Contractor shall be responsible for providing all labor, materials, supplies, tools, services and equipment, and all other incidentals required to complete the Services, as needed to completely and accurately perform the Services outlined in these Specifications. Equipment and materials furnished shall be of the appropriate quality, type, size and quantity needed to adequately accomplish the Services. Contractor shall provide sufficient numbers and types of equipment to handle the work load, including utility vehicle(s), tractor(s), mowers, edger, hedgers, trimmers, sprayers, etc. The Town may require the Contractor to have at least one (1) utility vehicle on site (7) days a week. Every commercial vehicle operated on the streets of the Town shall at all times display, permanently affixed and plainly marked on both sides, the Contractor's name and telephone number. If a vehicle is rented, the information may be affixed

to signs made of magnet and attached at all times while operating within the boundaries of the Town.

3.3.2 Contractor shall be responsible for regularly inspecting all equipment to be used on the Project site and for providing scheduled preventative maintenance, so as to prevent any damage or injury to landscaping, property, structures or the environment.

3.3.3 All fertilizer and pesticide products shall be delivered in original, unopened, and undamaged containers with labels intact.

3.3.4 The Town Manager or his designee reserves the right to inspect and approve all materials delivered and used according to these Specifications including fertilizers, pesticides, soils, trees, plant material, mulch, etc.

3.3.5 Contractor shall ensure that at least one (1) member of each maintenance crew (preferably the supervisor) speaks English fluently. Contractor shall supply each employee with a uniform shirt with the firm name and employee name clearly identified, to be worn at all times during the performance of Services. Contractor's employees' clothing must be neat and clean.

3.3.6 Contractor shall be required to follow the "State of Florida Manual on Traffic Control and Safe Practices." Contractor shall be responsible for providing all safety gear, equipment and traffic control devices for employees and maintenance personnel. In case of any street or lane closures, a Maintenance of Traffic (MOT) shall be provided to the Town.

3.3.7 The hourly rates quoted for labor shall include full compensation for labor, equipment, materials, travel time, and any other cost to the proposer.

3.4 SCOPE OF WORK – LANDSCAPE MAINTENANCE SPECIFICATIONS

3.4.1 IRRIGATION

The contractor shall be responsible for the maintenance, repairs, and timing of irrigation systems within the Service areas. All systems are inspected by the contractor one (1) time per month to check for broken heads, lines, valves, timers, and water coverage patterns. Broken heads and lines, and water coverage adjustments shall be made by the contractor with approval by the Town. The Contractor must promptly report any malfunctioning valves, pumps, or timers to the Town for repair. Material pricing shall be provided for approval prior to proceeding with repairs.

3.4.2 MOWING

3.4.2.1 All turf areas shall be mowed with rotary mowers one (1) time each fourteen (14) days year-round. The rest of the year, turf areas shall be mowed one (1) time each fourteen (14) days, or as needed to keep the grass from growing more than 1.5" above the cutting height. Total number of cuts per year shall be at least 26. Mulching mowers are preferred. Any additional requests for moving may be made by the Town and paid at awarded rate per location.

3.4.2.2 Mowing height shall be no less than 3.0" for St. Augustine grass, as measured on a flat, paved surface. Mowing height in shaded areas shall be slightly higher. Height shall be approved by the Town under other circumstances not listed.

3.4.2.3 All debris and/or litter shall be removed from turf areas prior to mowing. Any animal waste products and or dead animals shall be removed prior to cutting.

3.4.2.4 Injuries to tree trunks, exposed roots, and shrub bases shall be avoided by either mowing at a greater height or by mowing around them and hand-trimming later. If any injuries occur, they are to be reported to the Town for further direction.

3.4.2.5 Mower blades shall be kept sharp at all times so as to prevent tearing of leaf blades.

3.4.2.6 All grass clippings shall be removed from parking lots, rights-of-way, driveways, sidewalks, and planter beds using, vacuums, brooms and/or rakes. Clippings shall not be blown out into streets or adjacent areas. Per Town ordinance, leaf blowers are not allowed to be used for any landscape operations. All grass clippings, leaves or other vegetation are to be hauled out by the contractor.

3.4.2.7 Not all locations require mowing. Locations that require bi-weekly mowing are park and recreation facilities and various rights-of-way. The contractor is to walk these locations prior to submitting pricing to make determination.

3.4.3 EDGING AND TRIMMING

3.4.3.1 All edges along bed lines, tree rings, parking lots, driveways, sidewalks, etc. shall be mechanically edged simultaneously with regular mowing service visits to keep turf from encroaching into other areas. Total number of visits per year shall be at least 26.

3.4.3.2 All turf around all sprinkler heads shall be trimmed one (1) time per month or as often as needed to prevent interference with or intercepting the output of water. Any damages to irrigation system as a result of moving or edging are the responsibility of the contractor for replacement.

3.4.3.3 The use of nylon cord trimmers (weed-eaters) around tree trunks or hedges shall not be permitted (tree rings and bed lines must be maintained); they may be used around sprinkler heads, fences, posts, and other non-living structures which shall not be damaged by such.

3.4.3.4 All trimmings shall be removed from parking lots, rights-of-way, driveways, sidewalks, and planter beds using, vacuums, brooms, and/or rakes. Clippings shall not be blown out into streets or adjacent areas. Per Town ordinance, leaf blowers are not allowed to be used for any landscape operations.

3.4.3.5 All trimmings shall be collected regularly and disposed of at authorized dumping or recycling sites. Tickets for dumps shall be collected and quantified at the end of the month and provided to the Town.

3.4.4 SHRUB PRUNING

3.4.4.1 All landscaped areas shall be inspected during each regular service visit to ascertain whether any pruning and trimming is needed to maintain plants within their intended bounds, to remove dead or damaged plant parts including limbs, branches, palm fronds, stems, or flowers, and to keep plants from encroaching onto parking lots, rights-of-way, driveways, sidewalks, streets, windows, signs, lighting, etc.

3.4.4.2 Appropriate pruning tools (pruning clippers, loppers, and hand saws) shall be used and properly maintained with sharpened blades at all times. Machetes, breakage by hand, and climbing spikes shall not be permitted unless pre-approved by the Town.

3.4.4.3 All hedges shall be sheared using gas-powered shearing equipment to maintain the desired height and width. Hedges shall be allowed to produce new foliage and flowers in between shearing operations.

3.4.4.4 One (1) time per year, all sheared hedges shall be pruned to reduce overall height by four (4) to six (6) inches below normal cutting height, so as to remove accumulations of woody twigs created by shearing. The hedges shall then be allowed to grow back up to the desired height, where they shall again be maintained.

3.4.4.5 All massed shrub beds shall be pruned as needed to maintain plants within their intended bounds, prune off old flowers, clean out old leaves, and create a naturalistic mass effect. Plants shall not be individually shaped.

3.4.4.6 All ground cover material shall be regularly pruned and cleaned as needed to remove any dead or damaged plant parts, including old leaves, flowers, and stems. Periodically, as needed, it may be necessary to thin or reduce the size of the plantings by removing sections of plants or clusters.

3.4.4.7 All shrub material in parking lot areas and adjacent rights-of-way areas shall be maintained at a maximum height of 36" from the top of the adjacent curb. Visibility into parking lots and rights-of-way shall not be obstructed by over growth.

3.4.4.8 All palms which are less than thirty (30) feet in overall height shall be pruned as needed to remove brown fronds, coconuts, and inflorescences. Each individual frond shall be cut as close to the trunk as possible, removing the entire leaf base, including all spines. Thatch accumulations on trunks shall be regularly removed as it naturally loosens. Any palms which have spines on their fronds (i.e., pygmy date palms) and are located within three (3) feet of a pedestrian area shall regularly have the spines hand-clipped from the bases of the fronds, or the entire frond shall be removed if it does not create an unbalanced crown.

3.4.4.9 All clustering palms which are less than thirty (30) feet in overall height shall be pruned as needed to remove brown fronds and inflorescences. Periodically (no more than one time per year), some thinning of the clusters may be required; approximately 1/4 to 1/3 of the total number of stems, evenly distributed throughout the cluster and at staggered heights, shall be cut at ground level and removed. Palms shall not be "cleaned" to remove all young stems.

3.4.4.10 All hardwood trees which are less than thirty (30) feet in overall height shall be pruned as needed to remove dead branches, or to raise or reduce crowns to prevent them from encroaching into pedestrian/vehicular areas, over windows, sidewalks, signs, etc. There shall be no other "cleaning", "thinning", or "raising" of tree crowns. All other tree and palm pruning shall be the responsibility of a qualified arborist or tree crew.

3.4.4.11 All clippings and debris, including fallen palm fronds and nuts, fruits shall be collected regularly and disposed of at authorized dumping or recycling sites.

3.4.5 MULCHING

3.4.5.1 All hedges, shrubs, planter beds, and free-standing palms and hardwood trees shall be mulched using naturally-colored, shredded eucalyptus or heat-sterilized melaleuca mulch, Grade B or better, layered to and maintained at a depth of at least but no more than one (1) to two (2) inches at all times.

3.4.5.2 All free-standing palms and shade trees shall have circular tree rings maintained uniformly at a distance of 18-inch radius (36-inch diameter) from the trunk, within which mulch shall be maintained. Trees and palms shall be centered in the tree rings.

3.4.5.3 Mulched areas shall begin two (2) to four (4) inches from trunks or stems and continue out to completely fill in shrub beds and tree rings. Mulch shall not be allowed to cover crowns of shrub plants or accumulate against the trunks of trees and palms.

3.4.5.4 Mulching must be approved by Public Works Director. In lieu of Mulching, as determined by Public Works Director, river rock or other options shall be used as directed by Public Works Director for the Town.

3.4.6 WEED CONTROL

3.4.6.1 Weeds shall be removed by hand during each regular service visit in all landscaped areas, including the removal of weeds growing in thatch on palm trunks, fallen palm fruits, and tree/palm seedlings ("volunteers") in hedges and shrub beds.

3.4.6.2 All weeds in driveways, sidewalks, fence lines, or other hardscape areas shall be removed by hand. The use of Round-Up (Glyphosate) herbicide is not permitted. Any spray on applications of other herbicides must confirm with Town ordinance and be pre-approved by the Town after specifications have been submitted for review.

3.4.6.3 All debris shall be collected regularly and disposed of at authorized dumping or recycling sites.

3.5. SCOPE OF WORK – TREE AND PALM PRUNING

3.5.1 All shade trees and palms shall be pruned following the standards set forth in the American National Standard for Tree Care Operations, ANSI A-300 (Part 1)-2001 Pruning; (11 West 42 Street, New York, N.Y. 10036).

3.5.2 Pruning practices including tree inspection, tools and equipment, and pruning cuts, shall be performed as outlined in the ANSI A-300 standards.

3.5.3 Hardwood trees shall be pruned one yearly, as determined according to pruning objectives, tree species, tree age/size, tree condition, location, and usage.

3.5.4 The pruning types to be implemented on hardwood trees shall be determined prior to each pruning cycle and shall consist of one or a combination of the following pruning types, as defined in the ANSI A-300 standards: crown cleaning, crown thinning, crown raising, and crown reduction.

3.5.5 Trees with crowns which spread over roadways shall be pruned by canopy raising and/or canopy reduction such that a 15-foot vertical clearance is maintained.

3.5.6 Trees with crowns which spread over sidewalks and other pedestrian areas shall be pruned by canopy raising and/or canopy reduction such that an 8-foot vertical clearance is maintained.

3.5.7 Trees with crowns which spread over parking lots shall be pruned by canopy raising and/or canopy reduction such that a 12-foot vertical clearance is maintained. If 12-foot clearance can't be accomplished due to age of tree, pruning should occur in such a way to not obstruct parking stalls.

3.5.8 Trees adjacent to buildings, structures, power lines, fences, light posts, signs, or other fixtures shall have their crowns reduced to provide clearance from those structures or fixtures.

3.5.9 Palms shall be pruned at least two (2) times per year, in March and October.

3.5.10 Palms shall be pruned such that all brown lower fronds and no more than one (1) to two (2) rows of live fronds are removed. Live healthy fronds which are initiated above the horizontal plane shall not be removed (maximum frond removal shall result in a "9 and 3" position, as it relates to the face of a clock). All inflorescences and fruits (including coconuts) shall be removed.

3.5.11 Palm frond petioles shall be severed as close to the trunk as possible without causing damage to trunk tissues. All loose frond bases ("boots" and "thatch") shall be removed. Those which do not readily abscise shall not be forced, torn, or shaven. All volunteer tree seedlings (ficus, bischofia, schefflera, etc.) shall be removed from the remaining "boots" or "thatch" by cutting or pulling.

3.5.12 All debris shall be collected regularly and disposed of at authorized dumping or recycling sites.

3.5.13 Tree Replacement. Removal of damaged trees and/or tree replacements or new plantings shall be completed in accordance with industry standards. New trees shall be maintained and guaranteed for a one (1) year period. Any tree that has been replaced and dies within the

guarantee period will be replaced by the Contractor at no cost to the Town, no later than thirty (30) days after notification by the Town.

3.5.14 Sea grapes and hardwood on walking path as well as in other areas are to be trimmed following FDEP guidelines for sea grape trimming.

3.5.15 Address requirements for Dune, walking path and hardpack, if any.

3.6. SCOPE OF WORK – FERTILIZATION

3.6.1 FERTILIZER TYPES

3.6.1.1 The fertilizer to be used on all landscape material including turfgrass, hedges, shrubs, ground covers, palms, and hardwood trees, with the exception of annuals, ferns, orchids, or other species sensitive to granular fertilizers, shall be in granular form and have a 2-1-3 or 4-1-6 ratio of N, P, and K (i.e., "Palm Special" 8-4-12 or 8-2-12), with the nitrogen and potassium in the slow-release form, preferably sulfur-coated. Fertilizer mix shall also contain magnesium sulfate (at least 4%) and micronutrients, specifically manganese sulfate (at least 1%), chelated iron (at least 1%), and trace amounts (less than 1%) of copper and zinc in the sulfate form, and boric acid.

3.6.1.2 Fertilizer for annuals, ferns, orchids, or other species sensitive to granular fertilizer shall be a slow-release resin-coated product containing an N, P, and K ratio of 1-1-1 (i.e, Osmocote or Nutricote).

3.6.1.3 If specific nutritional deficiencies occur, specific products shall be used as needed to correct deficiencies. Such products may include sulfur/potassium/magnesium products (i.e. Sul-Po-Mag or K-Mag), chelated iron (i.e. Sequestrene 138), micronutrient mix (i.e. Fer-A-Gro or Micro-Mix) or soluble products (i.e. Peter's 20-20-20). Rates, frequencies, and application methods shall be determined based upon specific plant needs and product requirements.

3.6.2 FERTILIZATION FREQUENCY

3.6.2.1 All landscaped areas shall be fertilized four (4) times per year in February, May, August, and November.

3.6.2.2 Annuals shall be fertilized at half-rates, two (2) times during each seasonal change-out, once at the time of planting and again half-way through the growing season.

3.6.2.3 Products used to correct nutritional deficiencies shall be applied at the specified rates and frequencies for the specific plant and deficiency.

3.6.3 FERTILIZER RATES

3.6.3.1 Mixed plantings of turfgrass, hedges, shrubs, ground covers, palms and hardwood trees shall be fertilized with the product specified in 6.1.1, above, at the rate of 12.5 pounds of product per 1,000 square feet of landscaped area.

3.6.3.2 All free-standing palms shall be fertilized with the product recommended in 6.1.1, above, at the rate of 15 pounds of product per 1,000 square feet.

3.6.3.3 Resin-coated fertilizer shall be applied at label rates as specified for the intended plant species.

3.6.3.4 Products used to correct nutritional deficiencies shall be mixed and applied according to label directions for the specific purpose identified.

3.6.4 APPLICATION METHODS

3.6.4.1 Fertilizer for all plant material except large expanses of turfgrass shall be broadcast by hand on the ground or in the planter's underneath plant canopies prior to mulch applications. Fertilizer application shall begin at two (2) to six (6) inches away from trunks/crowns of trees and shrubs and continue out to the dripline of the plants. Fertilizer shall be evenly distributed on the soil surface, not applied in rings or mounds. Granular fertilizer shall not be allowed to accumulate on any plant leaves, in plant crowns, or at leaf bases.

3.6.4.2 Turfgrass fertilizer shall be applied with a rotary spreader after dew and irrigation water has dried from the leaves.

3.6.4.3 Fertilizer for ferns, orchids, annuals or other species sensitive to granular fertilizer shall be broadcast on the soil surface beneath the plants.

3.6.4.4 All excess fertilizer shall be swept, blown, vacuumed, or hosed off of parking lots, driveways, sidewalks, etc., immediately after application, so as to avoid staining.

3.6.4.5 Irrigation shall be set to run through one (1) complete cycle immediately after granular fertilizer application. Contractor must notify the Town when fertilizing in order to coordinate irrigation appropriately. Irrigation is to be performed by Contractor.

3.7. SCOPE OF WORK – PEST/DISEASE CONTROL

3.7.1 GENERAL PRACTICES

3.7.1.1 Pest control shall be implemented on an as-needed basis only as part of an Integrated Pest Management (IPM) program. Contractor shall inspect all areas of the landscape at least one (1) time per month for early detection of actual or potential pest and/or disease infestations which may require treatment.

3.7.1.2 Contractor shall accurately identify any pest, disease, or weed species and determine whether or not chemical treatment is required. If so, it shall be treated with the most appropriate selective pesticide following all pesticide label directions. All pesticides are to be applied in a professional manner in compliance with and in accordance with all State, County, Town and applicable laws and regulations pertaining to the handling and usage of hazardous materials. Pesticides must be pre-approved by the Town prior to use.

3.7.2 TURFGRASS PESTS/DISEASES

3.7.2.1 The most common potential pests of St. Augustine turfgrass include chinch bugs, sod webworms, and grubworms, all of which can usually be effectively controlled with readily available pesticide products. Repeat applications shall be made at the recommended rates and frequencies, as needed to obtain complete pest control.

3.7.2.2 Fire ant control in turfgrass and shrub areas may be necessary as often as one (1) time per month, using fire ant baits, broadcast in the vicinity of, but not on top of, each nest.

3.7.2.3 Fungicide treatments for turfgrass shall be provided on an as-needed basis. Product selection, application rates, and frequencies shall be determined and pre-approved by the Town after diagnosis, and repeat applications shall be made at the recommended rates and frequencies, as needed to obtain complete disease control.

3.7.2.4 Pre-emergent weed treatment in St. Augustine turf areas using Atrazine shall be provided in the fall months when weather conditions (reduced temperatures) permit. Follow-up post-emergent treatments using Atrazine or another approved product for broadleaf weed control in St. Augustine grass shall be made as needed.

3.7.2.5 Pre- and post-emergent turf weed control treatments for grasses and hedges shall be provided on an as-needed basis, using the most appropriate products, as directed on product labels.

3.7.3 TREE, PALM, AND SHRUB PESTS/DISEASES

3.7.3.1 Common pests of shrubs, such as insects and mites, shall be properly identified and treated with the most appropriate pesticide following all label directions. Follow-up treatments shall be provided as needed to completely control the infestations.

3.7.3.2 Snail bait shall be broadcast in shrub beds or sprayed on the foliage of susceptible plants (mostly foliage plants) on an as-needed basis.

3.7.3.3 Fungicide treatments shall be provided on an as-needed basis. Product selection, application rates, and frequencies must be determined after diagnosis.

3.7.3.4 Pre-emergent weed treatment in established shrub beds using Ronstar (Oxadiazon) or Surflan (Oryzalin) or a similar material may be used 1 to 2 times per year during the summer and fall months to control heavy seed-germinated weed infestations. These products shall be applied according to label directions immediately following mechanical weed control.

3.7.3.5 Round-Up (Glyphosate) herbicides are prohibited and may not be used for post-emergent weed control in shrub beds, driveways, sidewalks, or other hardscape or landscape areas.

3.8. ADDITIONAL SERVICES

3.8.1 Additional non-routine services may be requested by the Town as provided in the Landscape Maintenance Schedule Price Form, and may include, but are not limited to the following:

(a) Hurricane/Storm Preparation

(b) Hurricane/Storm Recovery

(c) Seasonal Flower Placement

(d) Event Landscaping

(e) Sod Replacement

(f) New Plant Installation

(g) Tree or Stump Removal

(h) Straightening or Resetting of Trees

(i) Tree Relocation

(j) Athletic Field Maintenance

(k) Public Works' Miscellaneous jobs

(l) Holiday and Special Events (setup and cleanup)

3.8.2 Price Bid Schedule Form – Hurricane/Storm Preparation and Recovery

During periods in which any portion of Miami-Dade County is designated by the National Oceanic and Atmospheric Administration's National Hurricane Center as being under a Tropical Storm Watch or greater, the Town may provide notification to the Contractor to perform miscellaneous tasks required by the Town, in preparation for the weather event. Landscape Contractor must be available 24/7 during storm preparation. Landscape Contractor must be available for storm recovery efforts.

The contractor shall handle debris management activities in the Town in accordance with applicable regulations of the Federal Emergency Management Agency (FEMA), Federal Highway Administration (FHWA), Natural Resources Conservation Services (NRC), South Florida Water Management District (SFWMD), and the Florida Department of Environmental Protection (FDEP).

3.8.3 The contractor must operate their own storage and operation site within a thirty (30) mile radius from the Town of Surfside Town Hall, 9293 Harding Ave, Surfside, Florida, within sixty (60) days of award of contract. No storage will be permitted on Town premises. Limited space for storage may be granted by the Town which may be utilized for limited storage and staging needs. All trash shall be removed off-site daily. No dumpsters shall be stored within Town limits.

EXHIBIT "B"
General Monthly Maintenance Price Schedule
[Insert Consultant's Price Submittal Schedule Form – General Monthly Maintenance Services]

Town of Surfside
Price Submittal Schedule Form
General Monthly Maintenance
RFP # 2025-01

NOTE: The quantities shown in this Bid Form are estimates only! They may vary significantly from the actual quantities ordered by the Town. Payment shall be for the units ordered, placed, and accepted by the Town. The following work consists of furnishing all labor, materials, supplies equipment, tools, transportation and supervision necessary to perform and maintain the Town's landscape maintenance needs for Town facilities and Public Right of Way in accordance with the Performance Standards, Technical Specifications and Scope of Services detailed herein. Price must be **TYPED**.

Item Number	Item Description / Location	Quantity *(Times per Month)*	Total Months	Cost *(Cost per each time)*	Total *(Total cost per year)*
1.0.0	**Park and Recreation Facilities**	*Leave Blank*	*Leave Blank*	*Leave Blank*	*Leave Blank*
1.1.1	Town of Surfside Community Center *Maintenance of all sod, hedges and trees as needed*	2	12	$ 883.83	$ 21,200
1.1.2	Veterans Park and Tennis Center *Maintenance of all sod, hedges and trees as needed*	2	12	$ 883.83	$ 21,200
1.1.3	96th Street Park *Maintenance of all sod, hedges and trees as needed*	2	12	$ 658.33	$ 15,800
1.1.4	Hawthorne Tot Lot *Maintenance of all sod, hedges and trees as needed*	2	12	$ 658.33	$ 15,800
1.1.5	Dog Park - Surfside Paws Up Park & Lift Station *Maintenance of all sod, hedges and trees as needed*	2	12	$ 270.83	$ 6,500
1.1.6	Community Garden & Lift Station *Maintenance of all sod, hedges and trees as needed*	2	12	$ 260	$ 6,240
1.1.7	92nd Street Butterfly Park *Maintenance of all sod, hedges and trees as needed*	2	12	$ 1	$ 12
1.1.8	9333 Harding Avenue *Maintenance of all sod, hedges and trees as needed*	1	12	$1	$12
2.0.0	**Parking Lots**	*leave blank*	*leave blank*	*leave blank*	*leave blank*
2.0.1	Abbott Parking Lot *Maintenance of all hedges and trees as needed*	1	12	$ 575	$ 6,900
2.0.2	94th Street Parking Lot *Maintenance of all hedges and trees as needed*	1	12	$ 575	$ 6,900
2.0.3	Town Hall Parking Lot *Maintenance of all hedges and trees as needed*	1	12	$ 575	$ 6,900
2.0.4	93rd Street Parking Lot *Maintenance of all hedges and trees as needed*	1	12	$ 591.66	$ 7,100
2.0.5	95th Street Parking Lot *Maintenance of all hedges and trees as needed*	1	12	$ 600	$ 7,200
2.0.6	Collins Avenue Parking Lots (Post Office and Shul Adjacent) *Maintenance of all hedges and trees as needed*	1	12	$ 595.83	$ 7,150
3.0.0	**Right of Way**	*leave blank*	*leave blank*	*leave blank*	*leave blank*

Town of Surfside
Price Submittal Schedule Form
General Monthly Maintenance
RFP # 2025-01

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Item Number	Item Description / Location	Quantity *(Times per Month)*	Total Months	Cost *(Cost per each time)*	Total *(Total cost per year)*
3.1.2	Street Ends *Maintenance of all sod, hedges and trees as needed*	2	12	$ 1,447.91	$ 34,750
3.1.3	Hardpack / Walking Path / Upper and Lower Paths *Rake leaves and loose vegetation from perimeters. Control perimeters as needed* *Maintenance of all hedges and trees as needed*	2	12	$ 366.66 ~~733.33~~	$ 8,800
3.1.4	Harding Avenue Roadway (Downtown Surfside) *Maintenance of all hedges and trees as needed*	2	12	$ 2,072.92 ~~4,145.83~~	$ 49,750
3.1.5	All Right of Way (ROW), roundabouts, medians, and traffic calming planters *Maintenance of all sod, hedges and trees as needed - varies per location*	2	12	$ 1,727.08	$ 41,450
Total Cost of Yearly General Maintenance Landscape Services		*leave blank*	*leave blank*	*leave blank*	$ ~~297,474~~ $263,664

4/1/25 Darren McDonough

4/1/25 Darren McDonough

Darren McDonough

The undersigned attests to his/her authority to submit this bid and to bind the firm herein named to performed as per contract, if the firm is awarded the contract by thru Town of Surfside. The undersigned further certifies that he/she has read the invitation to Bid relating to this request and this bid is submitted with full knowledge and understanding of the requirements and time constraints noted herein. By signing this form, the proposer hereby declares that this proposal is made without collusion with any other person or entity submitting a proposal pursuant to this ITB.

Authorized Signatory: Darren McDonough
Executed by: Darren McDonough
(Type or print name)
Title: SVP
for (Company): BrightView Landscape Services, Inc.

4/1/25

Item Number	Item Description / Location	Quantity *(Times per Month)*	Total Months	Cost *(Cost per each time)*	Total *(Total cost per year)*
3.1.1	Beach Ends *Maintenance of all sod, hedges and trees as needed*	2	12	$ 1,412.50	$ 33,900
Total Cost of Yearly General Maintenance Landscape Services		*leave blank*	*leave blank*	*leave blank*	$ 297,564

4/1/25 Darren McDonough

EXHIBIT "C"
On Demand Additional Services Price Schedule
[Insert Consultant's Price Submittal Schedule Form – On Demand Additional Service]

Town of Surfside
Price Submittal Schedule Form
On Demand Service Section (This is not included in monthly maintenance)
RFP # 2025-01

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Item Number	Item Description / Location	Quantity	Units	Unit Cost	Total Lne Item Cost
1.0.0	**PERSONNEL**	*Leave Blank*	*Leave Blank*	*Leave Blank*	*Leave Blank*
1.1.1	One Landscape Supervisor	8	hours	$ 55	$440
1.1.2	One Landscape Laborer	8	hours	$ 35	$ 280
1.1.3	One Irrigation Technician	8	hours	$ 75	$ 600
1.1.4	One Dump Truck Operator	8	hours	$ 55	$ 440
1.1.5	One Equipment Operator	8	hours	$ 55	$ 440
1.1.6	One Operation Manager	8	hours	$ 55	$ 440
1.1.7	One Licensed Arborist	8	hours	$ 125	$ 125
2.0.0	**EQUIPMENT**	*Leave Blank*	*Leave Blank*	*Leave Blank*	*Leave Blank*
2.1.1	One Dump Truck (less than 10 CY)	1	day	$ 400	$ 400
2.1.2	One Dump Truck (less than 10 CY)	1	day	$ 400	$ 400
2.1.3	One Bucket Truck	1	day	$ 600	$ 600
2.1.4	One Backhoe (Combination loader)	1	day	$ 500	$ 500
2.1.5	One Skid Steer with attachments	1	day	$ 400	$ 400
2.1.6	One Chipper	1	day	$ 300	$ 300
2.1.7	One Tree Grinder	1	day	$ 300	$ 300

Town of Surfside
Price Submittal Schedule Form
On Demand Service Section (This is not included in monthly maintenance)
RFP # 2025-01

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Item Number	Item Description / Location	Quantity	Units	Unit Cost	Total Lne Item Cost
2.1.8	One Water Tank (500 Gal.)	1	day	$ 400	$ 400
2.1.9	24" x 6" Wide Trencher	1	day	$ 250	$ 250
2.1.10	Grapple Loader (30 Cubic Yard capacity, equipment only)	1	day	$ 600	$ 600
3.0.0	**Services and Materials**	*Leave Blank*	*Leave Blank*	*Leave Blank*	*Leave Blank*
3.1.1	Meril Soil Drench for Royal Palms (One application including follow up per year)	1	each application	$ 35	$ 35
3.1.2	Cygon Foliar Spray for Royal Palms (One application including follow up per year)	1	each application	$ 30	$ 30
3.1.3	Phoenix daetylifera/Pheoniz canariensis Maintenance (Three applications per year)	3	each application	$ 25	$ 75
3.1.4	Rate for Topsoil (70/30 Mix) delivered and installed in place	1	cubic yard	$ 70	$ 70
3.1.5	Rate for Lawn Sand delivered and installed in place	1	cubic yard	$ 70	$ 70
3.1.6	Palm OTC Injection	1	each application	$ 40	$ 40
3.1.7	Date Palm trunk drench treatment for thielaviopsis paradoxa	1	each application	$ 55	$ 55
3.1.8	Solid St. Augustine "Floratam" Sod in place for lawn repair	1	square foot	$ 1.20	$ 1.20
3.1.9	500 SQFT Palette of St. Augustine "Floratam" sod delivered and installed per Town direction	1	palette	$ 580	$ 580
3.1.10	Undyed Shredded Florimulch, Grade "A" or better delivered and installed in place	1	cubic yard	$ 55	$ 55
3.1.11	One Skid Steer loader with Operator	1	day	$ 400	$ 400
3.1.12	One Backhoe Combination with Operator	1	day	$ 500	$ 500

Town of Surfside
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Item Number	Item Description / Location	Quantity	Units	Unit Cost	Total Lne Item Cost
3.1.13	Foliar Spray to Combat Ficus Whitefly (4'-6' height hedge)	1	linear feet	$ 2	$ 2
3.1.14	Foliar Spray to Combat Ficus Whitefly (7'-12' height hedge)	1	linear feet	$ 3	$ 3
3.1.15	Drench to Combat Ficus Whitefly (4'-6' height hedge)	1	linear feet	$ 3	$ 3
3.1.16	Drench to Combat Ficus Whitefly (7'-12' height hedge)	1	linear feet	$ 4	$ 4
3.1.17	Drench to Combat Ficus Whitefly (Tree up to 25' Height)	1	each application	$ 3	$ 3
3.1.18	Drench to Combat Ficus Whitefly (Tree 25' - 35' Height)	1	each application	$ 3	$ 3
3.1.19	Drench to Combat Ficus Whitefly (Tree 35' and above)	1	each application	$ 3	$ 3
3.1.20	Micro-injectable systemic insecticide to combat whitefly (Tree up to 65" DBH)	1	Per injection	$ 35	$ 35
3.1.21	Micro-injectable systemic insecticide to combat whitefly (Tree 65" to 85" DBH)	1	Per injection	$ 55	$ 55
3.1.22	Micro-injectable systemic insecticide to combat whitefly (Tree above 85" DBH)	1	Per injection	$ 100	$ 100
3.1.23	Systemic Basal Bark/Root Application (Tree up to 65" DBH)	1	Per application	$ 55	$ 55
3.1.24	Systemic Basal Bark/Root Application (Tree 65" to 85" DBH)	1	Per application	$ 85	$ 85
3.1.25	Systemic Basal Bark/Root Application (Tree above 85" DBH)	1	Per application	$ 100	$ 100
3.1.26	Plant 3 Gal. Clusia guttifera (Small-leaf Clusia)	1	each installation	$ 17	$ 17
3.1.27	Plant 7 Gal. Clusia guttifera (Small-leaf Clusia)	1	each installation	$ 50	$ 50
3.1.28	Plant 1 Gal. Arachis glabrata (Perennial Peanut)	1	each installation	$ 10	$ 10

Town of Surfside
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Item Number	Item Description / Location	Quantity	Units	Unit Cost	Total Lne Item Cost
3.1.29	Plant 3 Gal. Chrysobalanus icaco "Red Tip" (Red-Tip Cocoplum)	1	each installation	$ 17	$ 17
3.1.30	Plant 3 Gal, Chrysobalanus "Horizontalis" (Horizontal Cocoplum)	1	each installation	$ 20	$ 20
3.1.31	Plant 3 Gal. Coccoloba Uvifera (Sea grape)	1	each installation	$ 17	$ 17
3.1.32	Plant 3 Gal. Hamelia Patens (Firebush)	1	each installation	$ 14	$ 14
3.1.33	Plant 3 Gal. Conocarpus erectus (Green Buttonwood)	1	each installation	$ 15	$ 15
3.1.34	Plant 3 Gal. Conocarpus erectus "Sericeous" (Silver Buttonwood)	1	each installation	$ 16	$ 16
3.1.35	Plant 1 Gal. Dianella tasminica "Variegata" (Var. Blueberry Flax Lily)	1	each installation	$ 20	$20
3.1.36	Plant 3 Gal. Ficus microcarpa "Green Island" (Green Island Ficus)	1	each installation	$ 17	$ 17
3.1.37	Plant 3 Gal., Hamelia Patens "Compacta (Dwarf Firebush)	1	each installation	$ 15	$ 15
3.1.38	Plant 3 Gal. Ixora"Nora Grant" (Pink Ixora)	1	each installation	$ 14	$ 14
3.1.39	Plant 3 Gal Jasminum volubile (Wax Jasmine)	1	each installation	$ 14	$ 14
3.1.40	Plant 25 Gal. Jatropha integerrima (Jatropha)	1	each installation	$ 275	$ 275
3.1.41	Plan 3 Gal. Microsorum scolopendrium (Wart Fern)	1	each installation	$ 15	$ 15
3.1.42	Plant 3 Gal. Muhlenbergia capillaris (Muchly Grass)	1	each installation	$ 14	$ 14
3.1.43	Plant 3 Gal. Schefflera arboricola "Dazzle"	1	each installation	$ 1	$ 1
3.1.44	Plant 3 Gal. Tripsacum dactylifera (Fakahatchee Grass)	1	each installation	$ 14	$ 14

Town of Surfside
Price Submittal Schedule Form
On Demand Service Section (This is not included in monthly maintenance)
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Item Number	Item Description / Location	Quantity	Units	Unit Cost	Total Lne Item Cost
3.1.45	Plant 3 Gal. Tripsacum floridana (Florida Gamma Grass)	1	each installation	$ 15	$ 15
3.1.46	Plant 7 Gal. Zamia furfuraces (Cardboard Palm)	1	each installation	$ 100	$ 100
3.1.47	Seagrape trimming east of the CCCL line	1	each tree	$ 100	$ 100
3.1.48	Remove all from coconut palm with trimming	1	each tree	$ 65	$ 65
3.1.49	Material and installation of gravel cover (Surfside Mix)	1	cubic yard	$ 200	$ 200
3.1.50	Town of Surfside Community Center pesticide control through pesticide application	1	each application	$ 175	$ 175
3.1.51	Veterans Park and Tennis Center pesticide control through pesticide application	1	each application	$ 125	$ 125
3.1.52	96th Street Park pest control through pesticide application	1	each application	$ 175	$ 175
3.1.53	Hawthorne Tot Lot pest control through pesticide application	1	each application	$ 175	$ 175
3.1.54	Dog Park - Surfside Paws Up Park pest control through pesticide application	1	each application	$ 125	$ 125
3.1.55	Community Garden pest control through pesticide application	1	each application	$ 125	$ 125
3.1.56	Abbott Parking Lot pest control through pesticide application	1	each application	$ 175	$ 175
3.1.57	94th Street Parking Lot pest control through pesticide application	1	each application	$ 300	$ 300
3.1.58	Town Hall Parking Lot pest control through pesticide application	1	each application	$ 200	$ 200
3.1.59	93rd Street Parking Lot pest control through pesticide application	1	each application	$ 200	$ 200
3.1.60	95th Street Parking Lot pest control through pesticide application	1	each application	$ 200	$ 200

Town of Surfside
Price Submittal Schedule Form
On Demand Service Section (This is not included in monthly maintenance)
RFP # 2025-01

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Item Number	Item Description / Location	Quantity	Units	Unit Cost	Total Lne Item Cost
3.1.61	Collins Avenue Parking Lot pest control through pesticide application	1	each application	$ 200	$ 200
3.1.62	Beach Ends pest control through pesticide application	1	each application	$ 200	$200
3.1.63	Street Ends pest control through pesticide application	1	each application	$ 175	$ 175
3.1.64	Hardpack / Walking Path pest control through pesticide application	1	each application	$ 0	$ 0
3.1.65	Harding Avenue Roadway (Downtown Surfside) pest control through pesticide application	1	each application	$ 200	$ 200
3.1.66	Right of Way (ROW), roundabouts and medians pest control through pesticide application	1	each application	$ 300	$ 300
3.1.67	Stump removal	1	each	$ 100-500	$ 100-500
3.1.68	Emodea Littoralis " Golden Creeper" I gallon	1	each installation	$ 10	$ 10
3.1.69	Bursera Simaruba "Gumbo Limbo" 12' ht.	1	each installation	$ 500	$ 500
3.1.70	Bursera Simaruba "Gumbo Limbo" 14' to 16' ht. 6'-7' spead	1	each installation	$ 750	$ 750

The undersigned attests to his/her authority to submit this bid and to bind the firm herein named to performed as per contract, if the firm is awarded the contract by thru Town of Surfside. The undersigned further certifies that he/she has read the invitation to Bid relating to this request and this bid is submitted with full knowledge and understanding of the requirements and time constraints noted herein. By signing this form, the proposer hereby declares that this proposal is made without collusion with any other person or entity submitting a proposal pursuant to this ITB.

Authorized Signatory: Darren McDonough
Executed by: Darren McDonough (Type or print name)
Title: SVP
for (Company): BrightView Landscape Services, Inc.

EXHIBIT "D"

Hurricane/Storm Preparation & Recovery Services Price Schedule

[Insert Consultant's Price Submittal Schedule Form – Hurricane/Storm Preparation & Recovery Services]

Town of Surfside
Price Submittal Schedule Form
Hurricane/Storm Preparation and Recovery
RFP # 2025-01

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Item Number	Item Description / Location	Quantity	Units	Unit Cost	Total Lne Item Cost
1.0.0	**EMERGENCY SERVICES**	*Leave blank*	*Leave blank*	*Leave blank*	*Leave blank*
1.1.1	One Landscape Supervisor	8	hours	$ 75	$ 600
1.1.2	One Landscape Laborer	8	hours	$ 55	$ 440
1.1.3	One Dump Truck Operator	8	hours	$ 75	$ 600
1.1.4	One Equipment Operator	8	hours	$ 75	$ 600
1.1.5	One Operation Manager	8	hours	$ 75	$ 600
2.0.0	**EQUIPMENT**	*Leave blank*	*Leave blank*	*Leave blank*	*Leave blank*
2.1.1	One Dump Truck (less than 10 CY)	1	1 day	$ 500	$ 500
2.1.2	One Dump Truck (greater than 10 CY)	1	1 day	$ 500	$ 500
2.1.3	One Bucket Truck	1	1 day	$ 700	$ 700
2.1.4	One Backhoe (Combination loader)	1	1 day	$ 700	$ 700
2.1.5	One Front end Loader with operator	1	1 day	$ 800	$ 800
2.1.6	One Skid Steer with attachments	1	1 day	$ 700	$ 700
2.1.7	One Chipper with operator	1	1 day	$ 400	$ 400
2.1.8	One Tub ginder 800 to 1000 HP, including oprator	1	1 day	$ 5000	$ 5000
2.1.9	One Grapple Truck (25 cubic yards or less)	1	1 day	$ 00	$ 00

Town of Surfside
Price Submittal Schedule Form
Hurricane/Storm Preparation and Recovery
RFP # 2025-01

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Item Number	Item Description / Location	Quantity	Units	Unit Cost	Total Lne Item Cost
2.1.10	One Grapple Truck (25 cubic yards or more)	1	1 day	$ 700	$ 700
2.1.11	One Tub Grinder	1	1 day	$ 6000	$ 6000
3.0.0	**Services and Materials**	*Leave blank*	*Leave blank*	*Leave blank*	*Leave blank*
3.1.1	Installation of chain link fence	1	linear feet	$ 20	$ 20
3.1.2	Disposal of vegetation debris to landfill	1	cubic yard	$ 55	$ 55
3.1.3	Disposal of mulch debis to landfill	1	cubic yard	$ 65	$ 65
3.1.4	loading and hauling debris from ROW to Town designated debris management site (within Town Boundaries) estimated 15,000 cubic yard)	1	cubic yard	$ 35	$ 35
3.1.5	Disaster Debris Management site debris reduction by chipping/grinding per cubic yard on debris management site	1	cubic yard	$ 40	$ 40
3.1.6	Removal of hazardous fallen limbs	1	each tree	$ 250	$ 250

The undersigned attests to his/her authority to submit this bid and to bind the firm herein named to performed as per contract, if the firm is awarded the contract by thru Town of Surfside. The undersigned further certifies that he/she has read the invitation to Bid relating to this request and this bid is submitted with full knowledge and understanding of the requirements and time constraints noted herein. By signing this form, the proposer hereby declares that this proposal is made without collusion with any other person or entity submitting a proposal pursuant to this ITB.

Authorized Signatory: Darren McDonough.
Executed by: Darren McDonough
(Type or print name)
Title: SVP
for (Company): BrightView Landscape Services, Inc.

Exhibit "E"
FHWA-1273

EXHIBIT "E"
FHWA-1273

FHWA-1273 – Revised May 1, 2012

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Nonsegregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Compliance with Governmentwide Suspension and Debarment Requirements
XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;
(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

I. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

• • • • •

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion–Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

• • • • •

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

Exhibit "F"
Tree Inventory

Town of Surfside
Tree Schedule Inventory

RFP # 2025-01

NOTE: This is a Town provided estimate / inventory. All bidders are to field verify quantities prior to submitting pricing.

			Tree Schedule Inventory								
Item Number	Item Description / Location	Sabal Palm	Date Palm	Bismarckia Palm	Ribbon Palm	Small Palm	Hedge Screening	Hardwood	Coconut Palm	Other
1.0.0	**Park and Recreation Facilities**									
1.0.1	Town of Surfside Community Center	30					YES	18	56	
1.0.2	Veterans Park and Tennis Center		8				YES		8	33
1.0.3	96th Street Park					10	YES		13	53
1.0.4	Hawthorne Tot Lot	30	1			2	YES	7		1
1.0.5	Dog Park - Surfside Paws Up Park/Pump Station						YES	12		
1.0.6	Community Garden/Pump Station					32	YES	3		
1.0.7	Town Hall			2			YES			28
1.0.8	Butterfly Park									4
2.0.0	**Parking Lots**									
2.0.1	Abbott Parking Lot					49	YES	28		
2.0.2	94th Street Parking Lot		3			27	YES	15		
2.0.3	Town Hall Parking Lot	6	2			17	YES		6	5
2.0.4	93rd Street Parking Lot		2			14	YES	15		
2.0.5	95th Street Parking Lot					15	YES			
2.0.6	Collins Avenue Parking Lot					26	YES			
3.0.0	**Right of Way**									
3.0.1	Beach Ends	18	7				YES	6	9	
3.0.2	Street Ends			3		41				
3.0.3	Hardpack / Walking Path							80		
3.0.4	Harding Avenue Roadway (Downtown Surfside)	67			22			12		
3.0.5	All Right of Way (ROW), roundabouts and medians	3	17				YES	1	6	
Totals Quantities		**154**	**40**	**5**	**22**	**233**	**0**	**197**	**98**	**124**

Prepared by: Craig Offutt

AMENDMENT #1 TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE TOWN OF SURFSIDE AND BRIGHTVIEW LANDSCAPE SERVICES, INC.

This Amendment ("Amendment") is entered into as of March ____, 2025 between THE TOWN OF SURFSIDE and Brightview Landscape Services, Inc. ("BRIGHTVIEW").

WHEREAS, THE TOWN OF SURFSIDE and BRIGHTVIEW entered into a Professional Services Agreement for Landscape Maintenance and Related Services (the "Agreement") dated March ___, 2025.

NOW THEREFORE, in consideration of the mutual covenants contained herein, THE TOWN OF SURFSIDE and BRIGHTVIEW desire to amend the Agreement as follows:

1. Assigned BRIGHTVIEW Manager, Patrick Woolbert will be the designated Point of Contact for The Town of Surfside for as long as he is employed by BRIGHTVIEW. His contact information is:

Cell: 786.786.6697
Email: Patrick.Woolbert@brightview.com
Address : 2711 SW 36 Street, Dania Beach, FL 33312

Should Patrick Woolbert no longer be employed by Brightview, the Point of Contact for The Town of Surfside shall be: Vanessa Quinonez, 305.785.7942 Vanessa.Quinonez@brightview.com

2. BRIGHTVIEW will utilize only environmentally, pet-friendly, and eco-friendly or organic fertilizers and pesticides in all services provided in and to THE TOWN OF SURFSIDE. The use of Atrazine (¶3.7.2.4), Ronstar (Oxadiazon), (¶3.7.3.4), and Round-Up (Glyphosate) are specifically prohibited for any use whatsoever in THE TOWN OF SURFSIDE. Instead of Atrazine, BRIGHTVIEW will utilize either Scott's Turf Builder or Natural Armor Weed and Grass Killer.

3. BRIGHTVIEW will adhere to the Florida Department of Agriculture and Consumer Services Best Management Practices in carrying out all services for THE TOWN OF SURFSIDE.

This Amendment does not, and shall not be construed to; modify any term or condition of the Agreement other than those specific terms and conditions expressly referenced herein. Capitalized terms not otherwise defined herein shall be as defined in the Agreement. In all other respects, the Agreement shall remain in full force and effect. In the event of any inconsistency or discrepancy between the Agreement and this Amendment, the terms and conditions set forth in this Amendment shall control. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date written above.

THE TOWN OF SURFSIDE

By: _____

Title: MANAGER

Date: 4/1/25

Brightview Landscape Services, Inc.

By: Darren McDonough

Title: SVP

Date: March 19, 2025

RESOLUTION NO. 2026 - _____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, RATIFYING THE EXPENDITURE TO BRIGHTVIEW LANDSCAPE SERVICES INC. FOR ADDITIONAL SERVICES FOR RESOD OF THE ATHLETIC FIELD AT 96TH STREET PARK IN THE AMOUNT OF $32,240.65; PROVIDING FOR AUTHORIZATION, IMPLEMENTATION, AND AN EFFECTIVE DATE.

WHEREAS, On April 1, 2025, the Town of Surfside ("Town") entered into a Professional Services Agreement with Brightview Landscape Services Inc**.** ("Brightview") for landscape maintenance and related services ("Agreement"), which Agreement allows for additional non-routine services at approved prices; and

WHEREAS, the Town Commission wishes to ratify the expenditure to Brightview for additional services consisting of resod of the athletic field at 96 Street Park in the amount of $32,240.65; and

WHEREAS, Brightview provided the services as detailed in the Invoice attached hereto as Exhibit "A"; and

WHEREAS, the Town finds that ratification of the expenditure to BrightView for the additional resod services is in the best interests of the Town and its residents, and the public health and welfare.

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 herein by this reference.

Section 2. Ratification of Expenditure. The expenditure to BrightView in the amount of $32,240.65 is ratified and approved, as set forth in the Invoice attached hereto as Exhibit "A."

Section 3. Authorization; Implementation. The Town Manager is hereby authorized to make payment to Brightview pursuant to the Invoice attached hereto as Exhibit "A" and to take all action necessary to implement the purposes of this Resolution.

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

PASSED AND ADOPTED this 3rd day of September, 2026.

Motion By: _____

Second By: _____

FINAL VOTE ON ADOPTION:

Commissioner Andrea Travani _____
Commissioner Gerardo Vildostegui _____
Commissioner David Weingto _____
Vice Mayor Dayana Benmergui _____
Mayor Shlomo Danzinger _____

_____
Shlomo Danzinger, 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

BrightView
Landscape Services

INVOICE

Sold To: 20223851
Town of Surfside
9293 Harding Ave
Surfside FL 33154

Customer #: 20223851
Invoice #: **9884991**
Invoice Date: 7/31/2026
Sales Order: 8944782
Cust PO #: RUDY

Project Name: Replace Sod 96 STREET PARK SPORTS FIELD
Project Description: Remove Old Sod and Install New Sod

Job Number	Description	Qty	UM	Unit Price	Amount
353600077	Surfside				
	One Landscape Labor to Demo Old Sod 1.1.2	96.000	HR	58.75	5,640.25
	TIF TUF BERMUDA INSTALLED	18000.000	SF	1.48	26,600.40
				Service Delivery Fee	**0.00**
				Total Invoice Amount	**32,240.65**
				Taxable Amount	
				Tax Amount	
				Balance Due	**32,240.65**

Standard payment terms of net 30 days apply unless otherwise agreed. In the absence of a preceding set of terms and conditions being in effect between the parties, the Maintenance Service Terms and Conditions located at www.brightview.com/terms-conditions/landscape-services-terms shall hereby be incorporated by reference and will govern the transaction between the parties and Services being performed by BrightView.

Please detach stub and remit with your payment. For questions, please call 954-431-1111.

Payment Stub

Customer Account #: 20223851
Invoice #: 9884991
Invoice Date: 7/31/2026

Amount Due: $ 32,240.65

Thank you for allowing us to serve you

Please reference the invoice # on your check and make payable to

Town of Surfside
9293 Harding Ave
Surfside FL 33154

BrightView Landscape Services, Inc.
P.O. Box 740655
Atlanta, GA 30374-0655

Proposal for Extra Work at Surfside

Property Name	Surfside	Contact	ANDRE EUGENT
Property Address	9293 Harding Ave Surfside, FL 33154	To	Town of Surfside
		Billing Address	9293 Harding Ave Surfside, FL 33154
		Customer PO#	RUDY
Project Name	Replace Sod 96 STREET PARK SPORTS FIELD		
Project Description	Remove Old Sod and Install New Sod		

Scope of Work

QTY	UoM/Size	Material/Description	Unit Price	Total
96.00	HOUR	One Landscape Labor to Demo Old Sod 1.1.2	$58.75	$5,640.25
18,000.00	SQUARE FEET	TIF TUF BERMUDA INSTALLED	$1.48	$26,600.40

COMPLETED

For internal use only

SO#	8944782
JOB#	353600077
Service Line	130

Total Price $32,240.65

THIS IS NOT AN INVOICE

This proposal is valid for thirty (30) days unless otherwise approved by Contractor's Senior Vice President

2711 SW 38th St Delray Beach, FL 33312 ph: (954) 431-1111 fax: (561) 948-8184

BrightView
Landscape Services

INVOICE

Sold To: 20223851
Town of Surfside
9293 Harding Ave
Surfside FL 33154

Customer #: 20223851
Invoice #: **9884991**
Invoice Date: 7/31/2026
Sales Order: 8944782
Cust PO #: RUDY

Project Name: Replace Sod 96 STREET PARK SPORTS FIELD
Project Description: Remove Old Sod and Install New Sod

Job Number	Description	Qty	UM	Unit Price	Amount
353600077	Surfside				
	One Landscape Labor to Demo Old Sod 1.1.2	96.000	HR	58.75	5,640.25
	TIF TUF BERMUDA INSTALLED	18000.000	SF	1.48	26,600.40
				Service Delivery Fee	**0.00**
				Total Invoice Amount	**32,240.65**
				Taxable Amount	
				Tax Amount	
				Balance Due	**32,240.65**

Standard payment terms of net 30 days apply unless otherwise agreed. In the absence of a preceding set of terms and conditions being in effect between the parties, the Maintenance Service Terms and Conditions located at www.brightview.com/terms-conditions/landscape-services-terms shall hereby be incorporated by reference and will govern the transaction between the parties and Services being performed by BrightView.

Please detach stub and remit with your payment. For questions, please call 954-431-1111.

Payment Stub

Customer Account #: 20223851
Invoice #: 9884991
Invoice Date: 7/31/2026

Amount Due: $ 32,240.65

Thank you for allowing us to serve you

Please reference the invoice # on your check and make payable to

Town of Surfside
9293 Harding Ave
Surfside FL 33154

BrightView Landscape Services, Inc.
P.O. Box 740655
Atlanta, GA 30374-0655

Proposal for Extra Work at Surfside

Property Name	Surfside	Contact	ANDRE EUGENT
Property Address	9293 Harding Ave Surfside, FL 33154	To	Town of Surfside
		Billing Address	9293 Harding Ave Surfside, FL 33154
		Customer PO#	RUDY
Project Name	Replace Sod 96 STREET PARK SPORTS FIELD		
Project Description	Remove Old Sod and Install New Sod		

Scope of Work

QTY	UoM/Size	Material/Description	Unit Price	Total
96.00	HOUR	One Landscape Laborer to Demo Old Sod 1.1.2	$58.75	$5,640.25
18,000.00	SQUARE FEET	TIF TUF BERMUDA INSTALLED	$1.48	$26,600.40

COMPLETED

For internal use only

SO#	8944782
JOB#	353600077
Service Line	130

Total Price $32,240.65

THIS IS NOT AN INVOICE

This propose is valid for thirty (30) days unless otherwise approved by Contractor's Senior Vice President

2711 SW 30th St Dania Beach, FL 33312 ph (954) 431-1111 fax (561) 848-6104

MEMORANDUM

ITEM NO. 3E.

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

From: Sandra N. McCready, Acting Town Manager

Date: September 3, 2026

Subject: **Approving an Amendment to the Professional Services Agreement with In Alignment Consulting, LLC for Grant and Project Support Services, and authorizing the expenditure of funds for Fiscal Year 2025/2026 in the an amount not to exceed $60,000;**

To review, consider and approve the Amendment to the Agreement.

In Alignment Consulting, LLC has provided the Town with comprehensive grant and project support services since 2021, including grant pursuit and administration, procurement support, regulatory and funding agency coordination, reimbursement and close-out activities, and support for the implementation of grant-funded capital projects.

Historically, the Consultant's annual not-to-exceed amount was $75,000. In 2025, the annual limit was reduced to $48,000 based on the anticipated level of services expected to be required by the Town at that time. The Consultant's hourly rates were not increased as part of that reduction and, importantly, have remained unchanged since services began in 2021.

During the current year, the level of activity required under the Agreement has been greater than anticipated as several significant grant-funded projects have concurrently advanced through permitting, construction, reimbursement, and close-out. These include the Abbott Avenue Storm Drainage Project, Dune Restoration Project, Resilient Florida Vulnerability Assessment, and Water Main Design Project.

In Alignment has also directly assisted the Town with advancing permits, regulatory approvals, agency coordination, grant compliance matters, procurement activities, consultant coordination, and other project requirements. Utilizing In Alignment for many of these efforts, rather than directing project consultants to perform the same coordination at higher professional service rates, has helped the Town advance projects while controlling costs and reducing delays.

The Town through In Alignment is presently preparing approximately $2 million in grant reimbursement requests anticipated to be submitted before the end of 2026, returning

previously expended project funds to the Town and improving cash flow for its capital program.

The current workload is not expected to end with completion of these activities. Additional grant-funded projects, procurement needs, funding opportunities, and capital initiatives are continuing to enter the Town's project pipeline and will require ongoing grant compliance, procurement, reimbursement, agency coordination, and project support throughout the life of the Agreement.

Based on the Town's actual and anticipated utilization of the Consultant, staff recommends increasing the annual not-to-exceed amount from $48,000 to $60,000. The proposed amount remains below the prior $75,000 annual limit, does not increase the Consultant's hourly rates, and provides a more appropriate level of contractual capacity for the ongoing services required by the Town.

Resolution Approving Amendment to PSA with In Alignment Consulting

Amendment to PSA with In Alignment Consulting Annual FY Fee

Exhibit A - In Alignment Consulting, LLC Professional Services Agreement

In Alignment Consulting, LLC First Extension

RESOLUTION NO. 2026- _____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH IN ALIGNMENT CONSULTING, LLC FOR GRANT ADMINISTRATION AND PROJECT SUPPORT SERVICES, TO INCREASE THE FISCAL YEAR NOT-TO-EXCEED AMOUNT FROM $48,000 TO $60,000; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AMENDMENT; AUTHORIZING THE EXPENDITURE OF FUNDS FOR FISCAL YEAR 2025/2026 IN AN AMOUNT NOT TO EXCEED $60,000; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on February 19, 2025, the Town of Surfside (the "Town") entered into a Professional Services Agreement ("Agreement") with In Alignment Consulting, LLC ("Consultant") for grant administration and project support services ("Services"), for a one-year term with the option to renew for up to four (4) additional one (1) year terms; and

WHEREAS, during the current year, the level of services required under the Agreement has been greater than anticipated due to several significant grant-funded projects concurrently advancing through permitting, construction, reimbursement and closeout, and other project support services, anticipated to exceed the not to exceed fiscal year amount of $48,000 in the Agreement; and

WHEREAS, the Town renewed the Agreement with Consultant for an additional one (1) year term, and wishes to amend the Agreement to provide for an annual not to exceed fee amount of $60,000 per fiscal year, commencing with Fiscal Year 2025/2026; and

WHEREAS, the Town Commission desires to authorize the Town Manager to enter into the Amendment to the Agreement ("Amendment"), in substantially the form

attached hereto as Exhibit "A," to provide for annual fees in an amount not to exceed $60,000 for Fiscal Year 2025/2026 and renewal terms thereafter; and

WHEREAS, the Town Commission finds that the Amendment is in the best interest and welfare of the Town and wishes to approve the same in substantially the form attached hereto as Exhibit "A."

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

Section 1. Recitals. That the above and foregoing recitals are true and correct and are hereby incorporated by reference.

Section 2. Approval of Amendment; Authorization to Expend Funds. The Amendment between the Town and Consultant, in substantially the form attached hereto as Exhibit "A", is hereby approved. The Town Commission authorizes the Town Manager to execute the Amendment, together with such non-substantive changes as may be approved by the Town Manager and Town Attorney for legal sufficiency, and to expend funds in an amount not to exceed $60,000 for Fiscal Year 2025/2026.

Section 3. Implementation. The Town Manager and/or designee are authorized to take any and all action necessary to implement the purposes of this Resolution and the Amendment.

Section 4. Effective Date. This Resolution will become effective upon adoption.

PASSED AND ADOPTED on this 3rd day of September, 2026.

Motion By: _____

Second By: _____

Commissioner Andrea Travani ____

Commissioner Gerardo Vildostegui ____
Commissioner David Weingot ____
Vice Mayor Dayana Benmergui ____
Mayor Shlomo Danzinger ____

_____
Shlomo Danzinger, Mayor

ATTEST:

_____
Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE TOWN OF SURFSIDE ONLY:

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

AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN
TOWN OF SURFSIDE
AND
IN ALIGNMENT CONSULTING, LLC

THIS AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT ("Amendment") is entered into as of this _ of _____, 2026, by and between the **TOWN OF SURFSIDE, FLORIDA,** a Florida municipal corporation (the "Town"), and **IN ALIGNMENT CONSULTING, LLC**, a Florida limited liability company (the "Consultant").

WHEREAS, on _____, 2025, the Town entered into a Professional Services Agreement ("Agreement") with the "Consultant for grant administration and project support services ("Services"), for a one-year term with the option to renew for up to four (4) additional one (1) year terms; and

WHEREAS, the Agreement was renewed for an additional one-year term and is currently in the second year of the Term; and

WHEREAS, the Agreement provides that fees in any one fiscal year of the Town shall not exceed $48,000; and

WHEREAS, during the current year, the level of services required under the Agreement has been greater than anticipated due to several significant grant-funded projects concurrently advancing through permitting, construction, reimbursement and closeout, and other project support services, anticipated to exceed the not to exceed amount of $48,000 in the Agreement; and

WHEREAS, the Town wishes to enter into an Amendment to the Agreement to amend Section 4 "Fee" to permit and increase fees in any one fiscal year of the Town to not exceed $60,000, as set forth herein; and

NOW, THEREFORE, for and in consideration of the mutual promises set forth herein, the parties do hereby agree as follows: [1]

1. **Recitals Adopted**. The above recitals are true and correct and are incorporated herein by this reference. All initially capitalized terms used but not otherwise defined herein shall have the meaning ascribed thereto in the Agreement.

2. **Fee.** Section 4, "Fee," of the Agreement is hereby amended as follows:

4.1 AMOUNT OF PAYMENT

* * *

[1] Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words.

Fees in any one Fiscal Year of the Town, commencing with Fiscal Year 2025/2026, shall not exceed ~~$48,000~~ $60,000.

3. **Conflict; Amendment Prevails.** In the event of any conflict or ambiguity between the terms and provisions of this Amendment and the terms and provisions of the Agreement, the terms and provisions of this Amendment shall control.

4. **Agreement Ratified**. Except as otherwise specifically set forth or modified herein, all terms and conditions in the Agreement are hereby ratified and affirmed and shall remain unmodified and in full force and effect in accordance with its terms.

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

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first set forth above.

TOWN:

TOWN OF SURFSIDE, a Florida municipal corporation

By: _____
Sandra McCready, Acting Town Manager

Date Executed: _____

Attest:

_____
Town Clerk

Approved as to Legal Form and
Legal Sufficiency:

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

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first set forth above.

CONSULTANT:

Witnesses:

IN ALIGNMENT CONSULTING LLC, a Florida limited liability company

_____ By: _____

Print Name:_____ Name: _____

Title: _____

_____ Date Executed: _____

Print Name:_____

PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE TOWN OF SURFSIDE, FLORIDA
AND
IN ALIGNMENT CONSULTING, LLC

FOR
THE PROVISION OF GRANTS PRE-AWARD AND POST-AWARD GRANT SERVICES AND PROJECT SUPPORT ADMINISTRATION

This Professional Services Agreement ("Agreement") is entered into this 19 day of **February, 2025**, between **TOWN OF SURFSIDE, FLORIDA**, a municipal corporation organized and existing under the laws of the State of Florida, having its principal offices at 9293 Harding Avenue, Surfside, Florida, 33154 ("Town"), and **IN ALIGNMENT CONSULTING, LLC, a LIMITED LIABILITY CORPORATION**, whose address is 442 NW 10 AVE, Homestead, Florida, 33030 (Consultant).

RECITALS

WHEREAS, based on the Consultant's experience and proven track record in successfully securing and managing grants for municipalities in Miami-Dade County, Florida, as well as the Consultant's ability to provide comprehensive project support administration services, the Town desires to contract with the Consultant to provide the Scope of Services detailed in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings of Consultant and the Town, and other good and valuable considerations, the Parties covenant and agree as follows:

SECTION 1
DEFINITIONS

Agreement:	This Agreement between the Town and Consultant, including any exhibits and amendments thereto.
Town Manager:	The chief administrative officer of the Town.
Consultant:	For the purposes of this Agreement, Consultant shall be deemed to be an independent contractor, and not an agent or employee of the Town.
Services:	All services, work and actions by the Consultant performed or undertaken pursuant to the Agreement.
Fee:	Amount paid to the Consultant as compensation for Services.

SECTION 2
SCOPE OF SERVICES

2.1 The purpose of this Agreement is to provide professional services to all Town departments. In consideration of the Fee to be paid to Consultant by the Town, Consultant shall provide the scope of services described in Exhibit "A" hereto ("Scope of Services").

2.2 The Consultant shall provide professional services as outlined in this Agreement. While specific tasks and deliverables will be defined as needed, the timing and scope of services cannot be predetermined in advance, as they will vary based on the requirements of individual grant funders and/or project support administration needs. The Consultant's services may include, but are not limited to, identifying and securing grant opportunities, managing grant compliance and reporting, and providing project support administration services unrelated to grant funding, as needed by the Town. The Consultant and the Town will coordinate to ensure that all opportunities—whether grant-related or administrative—are effectively pursued and managed to support the Town's objectives.

2.3 TOWN RESPONSIBILITIES:

(i) The Town will provide direction to the Consultant on funding needs for specific projects undertaken by various Town departments, referred to as the "Funding Needs Analysis."

(ii) The Town will submit written requests to the Consultant for services, including but not limited to, grant needs analysis, research, grant writing, grant administration, project support administration, and related tasks. The Consultant will perform these services as needed to fulfill the Town's objectives.

(iii) The Town will support the Consultant by facilitating and coordinating meeting requests and providing relevant project-specific content necessary for the Consultant to perform assigned tasks effectively.

(iv) The Town will adhere to all post-award grant compliance requirements, including but not limited to, following grant funder contract obligations, meeting project deliverable deadlines, and ensuring appropriate financial tracking and expense documentation management within the Town's accounting system.

(v) The Town department staff will forward to the Consultant grant opportunity leads it becomes aware of that the Town would like the Consultant to review for eligibility and potential grant writing services.

(vi) Town department staff will provide the Consultant with relevant communications from grant funders that impact post-award grant administration, reporting, and management—so long as the communication pertains to a funder for which the Consultant has been engaged by the Town.

(vii) The Town will designate a staff contact for each assigned grant task or project support service. This designated staff member will serve as the primary point of contact for the Consultant regarding task reviews, approvals, and billing-related matters.

(viii) The Town will provide the Consultant with a Town-issued email address (e.g., progrant@townofsurfsidefl.gov) to be used exclusively for all task-related communications. This email will allow the Consultant to maintain records

within the Town's servers and at their discretion. The Town retains ownership of the email account and may deactivate it at any time should the engagement with the Consultant end.

2.4 CONSULTANT RESPONSIBLITIES:

(i) The Consultant shall exercise the same degree of care, skill, and diligence in the performance of the Scope of Services as is ordinarily provided under similar circumstances. The Town in no way assumes or shares any responsibility or liability of the Consultant under this Agreement. The Consultant is not responsible for any delays, issues, or failures resulting from the Town's actions, inactions, or failure to provide necessary information or approvals in a timely manner.

(ii) The Consultant will make reasonable efforts to respond to Town communications within three (3) business days. In the event of a grant or project-related emergencies, Town staff should text the Consultant at (954) 860-2699 with details of the request and the required response timeframe. The Consultant will make reasonable efforts to accommodate the urgency of the request but cannot guarantee immediate availability. If the Consultant's contact number changes, the Consultant will notify the Town within one (1) business day.

(iii) The Consultant will perform grant-related and project support tasks as directed by the Town, making reasonable efforts to meet required deadlines based on the information and approvals provided by the Town. The Consultant does not guarantee the success of any grant application or funding request and is not responsible for delays or noncompliance resulting from the Town's failure to provide necessary information or approvals.

(iv) The Consultant will research and identify grant opportunities relevant to the Town's needs upon request. However, the Consultant cannot guarantee that all available opportunities will be identified, and the Town is encouraged to conduct its own searches as well.

(v) The Consultant will assist with grant and/or project support administration, including compliance monitoring and reporting, as long as the Town provides timely and complete information. However, the Consultant is not responsible for any grant or project-related compliance issues resulting from the Town's failure to follow funder or project requirements, provide necessary documentation, or meet deadlines.

(vi) The Consultant will provide project support administration services as needed, but only to the extent that the Town provides clear direction, relevant documentation, and necessary approvals. The Consultant is not responsible for project delays or outcomes beyond their control.

(vii) (vii) The Consultant will use the Town-issued email address for task-related communications to facilitate record-keeping within the Town's servers. However, the Consultant is not responsible for the retention, management, or security of Town email records beyond their normal course of use.

(viii) The Consultant will notify the Town of any known grant-related deadlines, reporting requirements, or compliance matters, but ultimate responsibility for compliance and timely action remains with the Town.

(ix) The Consultant may attend meetings as requested by the Town to provide updates on grant-related and project support tasks, subject to availability.

(x) The Consultant will maintain general records of grant applications and project support tasks but is not responsible for archiving, storing, or safeguarding Town documents beyond the Consultant's normal course of business. All records should also be saved by the Town staff when emailed by the Consultant.

SECTION 3
TERM

The term of this Agreement ("Term") shall commence upon execution of this Agreement by all parties hereto, and shall have a period of **365 calendar days**, with an effective starting date of **March 01, 2025**, and an end date of **February 28, 2026** ("the Term").

Notwithstanding the Term provided herein, the Parties agree that time is of the essence and Consultant shall adhere to any specific timelines, schedules, dates, and/or deliverables for completion and delivery of the Services, as same is/are set forth in the timeline and/or schedule referenced in Section 2.2.

Prior to the end of the Agreement Term, the Agreement may be amended and renewed for up to four (4) additional one (1) year terms, not to exceed five (5) years total for the Agreement, at the option and sole discretion of the Town. Renewal is conditional upon the Consultant's satisfactory compliance with the terms of this Agreement as determined by the Town. If the Town decides not to extend the Agreement for one or more additional terms, the Town will notify the Consultant in writing thirty (30) days prior to the expiration of that term.

SECTION 4
FEE

4.1 AMOUNT OF PAYMENT

In consideration of the Services to be provided, Consultant shall be compensated at a billable rate following the mutually negotiated hourly rates as provided below:

Funding Needs Analysis	$60.00 per hour
Pre-Award Grant Research and Funder Communications	$50.00 per hour
Grant Application/Presentation Development/Writing	$75.00 per hour
Grant Documentation Review/Editing	$50.00 per hour
Grant Post-Award Administration	$75.00 per hour
Project Support Administration	$75.00 per hour
In-Person/Online Meetings/Presentations Attendance	$100.00 per hour

The Town will direct the Consultant to conduct specific tasks in accordance with the fee schedule provided above. Fees in any one Fiscal Year of the Town shall not exceed $48,000.

4.2 METHOD OF PAYMENT

The Town agrees to pay the Consultant, and the Consultant agrees to accept payment for

services rendered pursuant to this Agreement. The Town may pay the Consultant through check, ACH, or with a credit card.

4.3 INVOICING

Upon completion of monthly approved tasks, Consultant shall submit its monthly invoice(s) to the assigned Town department contact for review, approval and processing. The Town shall pay Consultant in accordance with the Florida Prompt Payment Act.

Upon receipt of an acceptable and approved invoice, payment(s) shall be made within thirty (30) days for the Services.

Invoices shall include a detailed description of the Services provided, and shall be submitted to the Town at the following address:

Mark Blumstein
Acting Town Manager
Town of Surfside
9293 Harding Avenue
Surfside, FL 33154
Telephone: (305) 861-4863, Ext. 225

SECTION 5
TERMINATION

5.1 TERMINATION FOR CAUSE

If the Consultant shall fail to fulfill in a timely manner, or otherwise violates, any of the covenants, agreements, or stipulations material to this Agreement, the Town, through its Town Manager, shall thereupon have the right, without prejudice to any other rights or remedies of the Town, to terminate this Agreement for cause. Prior to exercising its option to terminate for cause, the Town shall notify the Consultant of its violation of the particular term(s) of this Agreement, and shall grant Consultant seven (7) calendar days to commence cure of such default. If, after the seven (7) calendar day notice of default, the Consultant does not commence and/or make reasonable progress to cure the default, the Town may terminate this Agreement without further notice to Consultant. Upon termination, the Town shall be fully discharged from any and all liabilities, duties, and terms arising out of, or by virtue of, this Agreement.

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

If following receipt of a ten (10) calendar day written notice of default and opportunity to cure from the Consultant, the Town fails to make payments to the Consultant in

accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Consultant's option, cause for suspension of performance of services under this Agreement. If the Consultant elects to suspend or terminate services, the Consultant shall give an additional ten (10) calendar days' written notice to the Town, including an opportunity to cure, before suspending or terminating services. The Consultant shall have no liability to the Town for delay or damages arising from the suspension of services. Before resuming services, the Town shall pay all amounts then due and any costs incurred in the demobilization and remobilization of the Consultant's services. The Consultant's fees for the remaining services and the time schedules shall be equitably adjusted.

5.2 TERMINATION FOR CONVENIENCE OF THE TOWN

The Town may also, through its Town Manager, and for its convenience and without cause, terminate the agreement at any time during the term by giving written notice to consultant of such termination; which shall become effective within thirty (30) days following receipt by the Consultant of such notice. If the agreement is terminated for convenience by the Town, Consultant shall be paid for any services satisfactorily performed up to the date of termination; following which the Town shall be discharged from any and all liabilities, duties, and terms arising out of, or by virtue of, this Agreement.

5.3 TERMINATION FOR INSOLVENCY

The Town also reserves the right to terminate the Agreement in the event the Consultant is placed either in voluntary or involuntary bankruptcy or makes an assignment for the benefit of creditors. In such event, the right and obligations for the parties shall be the same as provided for in Section 5.2.

SECTION 6
INDEMNIFICATION AND INSURANCE REQUIREMENTS

6.1 INDEMNIFICATION

The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Town, its officers, directors, and employees from all damages, liabilities, losses, and costs, including but not limited to, reasonable attorneys' fees (at the trial and appellate levels) and defense costs, to the extent caused by the actions or inactions of the Consultant, including negligence, errors, or omissions of the Consultant and persons employed or utilized by the Consultant in the performance of this Agreement.

Likewise, the Town agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, and employees from all damages, liabilities, losses, and costs, including but not limited to, reasonable attorneys' fees (at the trial and appellate levels) and defense costs, to the extent caused by the actions or inactions of the Town, including negligence, errors, or omissions of the Town and persons employed or utilized by the Town in relation to this Agreement. The provisions of this Section shall survive final completion, final payment, or termination of this Agreement.

6.2 INSURANCE REQUIREMENTS

The Consultant shall maintain and carry in full force during the Term, the following insurance:

1. Consultant General Liability, in the amount of $1,000,000 per occurrence and $2,000,000 aggregate; and
2. Workers Compensation & Employers Liability, as required pursuant to Florida Statutes.
3. Automobile Liability, in the amount of $1,000,000 combined single limit per accident, as required pursuant to Florida Statutes.

The insurance must be furnished by insurance companies authorized to do business in the State of Florida. All insurance policies must be issued by companies rated no less than "A" as to management and not less than "Class VII" as to strength by the latest edition of Best's Key Rating Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent. All of Consultant's certificates shall contain endorsements providing that written notice shall be given to the Town at least thirty (30) days prior to termination, cancellation or reduction in coverage in the policy.

Original certificates of insurance may be requested by the Town and upon request shall be submitted to the Town Manager or designee and will be kept on file in the office of the Town Manager or designee. The Town shall have the right to obtain from the Consultant copies of the insurance policies in the event that submitted certificates of insurance are inadequate to ascertain compliance with required coverage.

Compliance with the foregoing requirements shall not relieve the Consultant of the liabilities and obligations under this Section or under any other portion of this Agreement.

SECTION 7
LITIGATION JURISDICTION/VENUE/JURY TRIAL WAIVER

7.1 LITIGATION; WAIVER OF TRIAL BY JURY

Litigation of Claims, disputes or other matters in question between the Town and Consultant arising out of or relating to this Agreement or breach thereof, which are not resolved by mediation, shall be subject to and decided by litigation exclusively in the Florida state courts of Miami-Dade County, Florida. The Town and Consultant consent to the venue of the state courts of Miami-Dade County, Florida, and specifically recognize and acknowledge the waiver of any right to remove any action to federal court on the basis of diversity jurisdiction or on any other basis. BY ENTERING INTO THIS AGREEMENT, CONSULTANT AND THE TOWN EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO OR ARISING OUT OF THIS AGREEMENT.

7.2 LIMIT OF LIABILITY

The Consultant and Town waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. *To the fullest extent provided by law, the Consultant's total aggregate liability to the Town under this Agreement shall be limited the maximum amount of the Consultant's insurance coverage and applicable to the claim.*

Notwithstanding any other provision of this Agreement to the contrary, in no event and under no circumstances shall any individual person who is a Partner, Manager, Member, Employee, Agent, or Representative of Consultant or of the Town have any personal liability for any term, covenant, agreement or undertaking in this Agreement (express or implied), all such personal liability being mutually expressly waived.

SECTION 8
LIMITATION OF TOWN'S LIABILITY

The Town desires to enter into this Agreement only if in so doing the Town can place a limit on the Town's liability for any cause of action, for money damages due to an alleged breach by the Town of this Agreement, so that its liability for any such breach never exceeds the sum of $200,000 for each claim or $300,000 for all claims arising from the same incident. Consultant hereby expresses its willingness to enter into this Agreement with Consultant's recovery from the Town for any damage action for breach of contract to be limited to a maximum amount of $200,000 for each claim or $300,000 for all claims arising from the same incident.

Accordingly, and notwithstanding any other term or condition of this Agreement, Consultant hereby agrees that the Town shall not be liable to the Consultant for damages in an amount in excess of $300,000 for any action or claim for breach of contract arising out of the performance or non-performance of any obligations imposed upon the Town by this Agreement.

Nothing contained in this section or elsewhere in this Agreement is in any way intended to prohibit the statutory waiver of sovereign immunity for liability for torts under Section 768.28, Florida Statutes. However, nothing in this section or elsewhere in this Agreement is in any intended to be a waiver of the limitation placed upon the Town's liability, as set forth in Section 768.28, Florida Statutes.

SECTION 9
GENERAL PROVISIONS

9.1 RECORDS MANAGEMENT AND ACCESS

The Consultant shall maintain all task-related communications and documentation exclusively through the Town-issued email address, ensuring that all records remain accessible to the Town. As the Town retains ownership of this email account, it is the Town's responsibility to manage and store these records. The Consultant is not responsible for maintaining separate records beyond those stored within the Town's email system.

This provision shall remain in effect throughout the duration of the Agreement and for any applicable record retention period required by law.

9.2 ASSIGNMENT, TRANSFER OR SUBCONSULTING

Consultant shall not subcontract, assign, or transfer all or any portion of any work and/or service under this Agreement without the prior written consent of the Town Manager, which consent, if given at all, shall be in the Manager's sole judgment and discretion. Neither this Agreement, nor any term or provision hereof, or right hereunder, shall be assignable unless as approved pursuant to this Section, and any attempt to make such assignment (unless approved) shall be void.

9.3 PUBLIC ENTITY CRIMES

Prior to commencement of the Services, the Consultant shall file a State of Florida Form PUR 7068, Sworn Statement under Section 287.133(3)(a) Florida Statute on Public Entity Crimes with the Town Manager.

9.4 EQUAL EMPLOYMENT OPPORTUNITY

In connection with the performance of the Services, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, national origin,religion, sex, gender identity, sexual orientation, disability, marital and familial status, or age.

9.5 CONFLICT OF INTEREST

The Consultant herein agrees to adhere to and be governed by all applicable Miami-Dade County Conflict of Interest Ordinances and Ethics provisions, as set forth in the Miami-Dade County Code, and as may be amended from time to time; and by the Town of Surfside

Charter and Code (as some may be amended from time to time); both of which are incorporated by reference herein as if fully set forth herein.

The Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirectly, which could conflict in any manner or degree with the performance of the Services. The Consultant further covenants that in the performance of this Agreement, no person having any such interest shall knowingly be employed by the Consultant.

9.6 WARRANTIES

Consultant represents and warrants that Consultant is free to enter into the terms of this Agreement and that Consultant has no obligation to any third party or otherwise that are inconsistent with any of its provisions.

The Consultant warrants that its services are to be performed within the limits prescribed by the Town and with the usual thoroughness and competence of the Consultant's profession.

SECTION 10
NOTICES

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

Until changed by notice in writing, all such notices and communications shall be addressed as follows:

TO CONSULTANT:
Kristina Brown
In Alignment Consulting, LLC
6568 Martin Road
Milton, Florida 32570
954-860-2699

TO TOWN:
Mark Blumstein
Acting Town Manager
Town of Surfside
9293 Harding Avenue
Surfside, Florida 33154
305-861-4863

Notice may also be provided to any other address designated by the party to receive notice if such alternate address is provided via U.S. certified mail, return receipt requested, hand delivered, or by overnight delivery. In the event an alternate notice address is properly provided, notice shall be sent to such alternate address in addition to any other address which notice would otherwise be sent, unless other delivery instruction as specifically provided for by the party entitled to notice.

Notice shall be deemed given on the day on which personally served, or the day of receipt by either U.S. certified mail or overnight delivery.

SECTION 11
MISCELLANEOUS PROVISIONS

11.1 CHANGES AND ADDITIONS

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

11.2 SEVERABILITY

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

11.3 ANTI-DISCRIMINATION.

Consultant certifies that it does not discriminate in its membership or policies based on race, color, national origin, religion, sex, sexual orientation, familial status or handicap. Consultant further agrees that neither Consultant, nor any parent company, subsidiaries or affiliates of Consultant are currently engaged in, nor will engage in during the term of this Agreement, the boycott of a person or business based in or doing business with a member of the World Trade Organization or any country that falls within the definition of "Open Trade jurisdiction" as defined in section 2-401 of the Town Code of Ordinances.

11.4 CONSULTANT'S COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW

Pursuant to Section 119.0701 of the Florida Statutes, Consultant agrees to:

11.4.1 Keep and maintain public records in Consultant's possession or control in connection with Consultant's performance under this agreement. 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.

11.4.2 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.

11.4.3 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. Notwithstanding, it is understood that at all times Consultant's work papers shall remain the sole property of Consultant, and are not subject to the terms of this Agreement.

11.4.5 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 Consultant shall be delivered by 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, Consultant shall destroy any and all duplicate records that are exempt or confidential and exempt from public records disclosure requirements. Notwithstanding the terms of this Section, the Parties agree and it is understood that Consultant will maintain a copy of any information, confidential or otherwise, necessary to support its work product generated as a result of its engagement for services, solely for reference and archival purposes in accordance with all applicable professional standards, which will remain subject to the obligations of confidentiality herein.

11.4.6 Upon completion of this Agreement or in the event of termination, any compensation shall be withheld until all records of work completed to the date of completion or date of notice of any termination are received as provided pursuant to section 11.4.5. If there is a dispute regarding which records must be provided to the Town, the parties shall endeavor to resolve the dispute pursuant to the provisions of section 7.

11.4.7 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.

11.4.8 **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**

11.5 NON-EXCLUSIVITY

This Agreement is non-exclusive. The Town retains the right to engage the services of additional third party Consultants or assign responsibilities to an employee of the Town to perform the same or similar services provided by Consultant under this Agreement and to assign work to such parties in its sole discretion.

11.6 CREDITS / ACKNOWLEDGMENTS:

The Consultant shall be given proper credit and acknowledgments for all services including, but not limited to: grant writing resulting in grant awards. Proper credit shall be defined as being named by the Town in published articles or promotional brochures/materials related to the grant award. Credits to be used shall be approved in advance by the Consultant.

11.7 CONTINGENT FEES

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

11.8 WAIVER

No delay or omission by either Party hereto, in the exercise of any right or remedy hereunder, shall impair such right or remedy or be construed to be a waiver thereof. Any waiver of any such right or remedy by any Party must be in writing and signed by the Party against which such waiver is sought. A waiver by either of the Parties hereto of any of the covenants to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach thereof or any other covenant herein contained. All remedies provided for in this Agreement shall be cumulative and in addition to and not in lieu of any other remedies available to either Party at law, in equity or otherwise.

11.9 FORCE MAJEURE

Non-performance of Consultant or Town shall be excused to the extent that performance is rendered impossible or delayed by strike, fire, hurricane, flood, terrorism, governmental acts or orders or restrictions, or other similar reason where failure to perform is beyond the control of and not caused by the negligence of the non-performing Party ("Force Majeure"), provided

that the non-conforming Party gives prompt notice of such conditions to the other Party and makes all reasonable efforts to perform.

11.10 SURVIVAL OF TERMS

Termination or expiration of this Agreement for any reason shall not release either Party from any liabilities or obligations set forth in this Agreement which: (a) the Parties have expressly agreed shall survive any such termination, or (b) remain to be performed and by their nature would be intended to be applicable following any such termination or expiration. Any liabilities which have accrued prior to termination pursuant to the insurance and/or indemnification obligations set forth below shall survive the termination of this Agreement.

11.11 AMENDMENTS

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

11.12 ENTIRETY OF AGREEMENT; ORDER OF INTERPRETATION

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

In the event of inconsistency between the provision of the solicitation and the resulting Agreement, the order of interpretation shall be: (a) This Agreement; (b) Scope of Services and Approved Billable Hours by Task

11.13 SCRUTINIZED COMPANIES LIST

11.13.1 Consultant certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Town may immediately terminate this Agreement at its sole option if the Consultant or its subcontractors are found to have submitted a false certification; or if the Consultant, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

11.13.2 If this Agreement is for more than one million dollars, the Consultant certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to

Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Consultant , its affiliates, or its subcontractors are found to have submitted a false certification; or if the Consultant, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

11.13.3 The Consultant agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

11.13.4 As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

11.14 COMPLIANCE WITH APPLICABLE LAWS.

All Services hereunder shall be performed in a professional manner and form and in compliance with all applicable federal, state, and local rules, regulations, laws, codes, and ordinances and as may be further specified by Town. Consultant shall at all times protect Town's property from all damage and shall repair or replace any damaged property as required by Town.

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their appropriate officials, as of the date first entered above.

FOR TOWN: **TOWN OF SURFSIDE, FLORIDA**

ATTEST:

By: _____ By: _____

Town Clerk Town Manager

FOR CONSULTANT: **IN ALIGNMENT CONSULTING, LLC**

ATTEST:

By: _____ By: _____

Signature Signature

Kristina Brown, Principal Consultant David L. Brown Jr., President

Print Name / Title Print Name / Title

EXHIBIT A

SCOPE OF SERVICES

The Consultant will provide the following services to the Town:

1. The Consultant will work with Town staff to facilitate meetings with Town departments to assess the validity of currently funding priority areas, identify changes in funding priority areas, and identify new priority areas for possible funding;

2. Grant Funding Research – Conduct research to identify grant resources including, but not limited to, Federal, State, Foundation, and other Agencies/Organizations that support the Town's funding needs and priorities emphasizing grants, which require no "matching" funds and grant opportunities identified by the Town:

3. Grant Proposal Development – Provide general grant proposal writing services associated with the completion of grant applications on behalf of the Town, including the preparation of funding abstracts and production, and submittal of applications to funding sources. A copy of each grant application package submitted for funding, in its entirety, shall be provided to the Town.

4. Grant Post-Award Administration – Provide post-award grants administration services to include, but not limited to, grant compliance guidance, grant agreement reviews and feedback to the Town, grant project management support, and amendment/extension requests to the funders.

5. Project Support Administration - Offer additional project management and administrative support for various Town needs beyond grant-specific activities. This includes general project coordination, timeline management, and administrative assistance as required to support Town objectives and facilitate smooth project execution.

6. Other Professional Services – as required, including, but not limited to: providing representation on behalf of the Town on State and Federal grants awarded to communicate with grant program officers and related parties, as well as preparing presentations for funders and Town staff and participating and/or leading such meetings, training and required events.

All services are to be provided as discussed and agreed to with the Town.

Town of Surfside

NON-COERCION ATTESTATION

Name of Entity: In Alignment Consulting, LLC ("Nongovernmental Entity")

This form shall be completed by an officer or representative of a nongovernmental entity executing, renewing, or extending a contract with the Town of Surfside, a governmental entity of the State of Florida, ("the Town") in compliance with Section 787.06(13), Florida Statutes.

I acknowledge that Section 787.06(13), Florida Statutes requires that, when a contract is executed, renewed, or extended between a nongovernmental entity (you) and the Town (us) in the State of Florida, the nongovernmental entity must provide the Town with an affidavit that Nongovernmental Entity does not use "***coercion for labor or services as defined in this section*** (emphasis added)."

This signed attestation is provided to the Town to comply with Florida law.

If, at any time in the future, Nongovernmental Entity does use coercion for labor or services, Nongovernmental Entity shall immediately notify the Town and no contracts may be executed, renewed, or extended between the parties and any existing contract shall be terminated by the Town without any penalty or damages to the Nongovernmental Entity notwithstanding any contractual provision stating otherwise.

This attestation is made for the benefit of, and reliance by, the Town.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: David L. Brown Jr.

Title: President and Owner

Signature: 

Date: 2/19/2025

E-VERIFY AFFIDAVIT

In accordance with Section 448.095, Florida Statutes, the Town requires all contractors doing business with the Town to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Town will not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify

By signing below, the contracting entity acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subcontractors.

☒ **Check here to confirm proof of enrollment in E-Verify has been attached to this Affidavit.**

In the presence of:

Witness #1 Print Name: Kristina Brown

Witness #2 Print Name: Katherine Prince

Signed, sealed and delivered by:

Print Name: David L. Brown Jr.

Title: President and Owner

Entity Name: In Alignment Consulting, LLC

ACKNOWLEDGMENT

State of Florida
County of Miami-Dade

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 4 day of March, 20 25, by David L. Brown Jr. (name of person) as President and Owner (type of authority) for In Alignment Consulting, LLC (name of party on behalf of whom instrument is executed).

Notary Public (Print, Stamp, or Type as Commissioned)

x Personally known to me; or
_____ Produced identification (Type of Identification:_____)
_____ Did take an oath; or
_____ Did not take an oath

NOTARY PUBLIC STATE OF FLORIDA
MARIA E. PENA-HILZEN
Commission # HH 234925
Expires June 29, 2026

An official website of the United States government
Here's how you know

My Company Profile

Company Information

Company Name

In Alignment Consulting, LLC

Doing Business As (DBA) Name

Company ID

2125363

Enrollment Date

Apr 12, 2023

Employer Identification Number (EIN)

831311366

Unique Entity Identifier (UEI)

DUNS Number

Total Number of Employees

1 to 4

NAICS Code

561

Sector

Administrative and Support and Waste Management and Remediation Services

Subsector

Administrative and Support Services

Edit Company Information

Employer Category

Employer Category

None of these categories apply

Edit Employer Category

Company Addresses

Physical Address

442 NW 10 AVE
Homestead, FL 33030

Mailing Address

6568 Martin Road
Milton, FL 32570

Edit Company Addresses

Hiring Sites

Number of Sites

1

Edit Hiring Sites

Company Access

My Company is configured to:

Verify Its Own Employees
Memorandum of Understanding

View Current MOU

TOWN OF SURFSIDE
Office of the Town Manager
MUNICIPAL BUILDING
9293 HARDING AVENUE
SURFSIDE, FLORIDA 33154-3009
Telephone (305) 993-1099

February 18, 2026

Kristina Brown
In Alignment Consulting, LLC
6568 Martin Road
Milton, Florida 32570

VIA EMAIL: *prograntt@townofsurfsidefl.gov*

Re: Professional Services Agreement - First Extension

Dear Ms. Brown:

The above-referenced Agreement will expire on **February 28, 2026.** The contract allows for the renewal of the agreement for five (5) additional one (1) year terms, not to exceed five (5) years in total, at the option and sole discretion of the Town. If In Alignment Consulting, LLC would like to renew the Agreement for one (1) year through **February 28, 2027** on the same terms and conditions, please sign below, and scan and return this letter and the attached affidavits to smccready@townofsurfsidefl.gov.

Please feel free to reach out should you have any questions.

Sincerely,

Mario A. Díaz
Acting Town Manager

****Signature Page Follows****

In Alignment Consulting, LLC

David L. Brown Jr.

Title: Owner/President

Date: 2/19/2026

Town of Surfside

Mario Diaz

Title: Acting Town Manager

Date: 2/25/26

Attest:

Sandra N. McCready, MMC
Town Clerk
Date: 2/25/2026

Approved as to Form and Legal Sufficiency:

Thais Hernandez, Town Attorney
Date: 2-25-26

AFFIDAVIT REGARDING PROHIBITION ON CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN

Pursuant to Section 287.138, Florida Statutes (which is expressly incorporated herein by reference), a governmental entity may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if (a) the entity is owned by the government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in the entity; or (c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern.

This affidavit must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a governmental entity which would grant the entity access to an individual's personal identifying information.

1. In Alignment Consulting, LLC ("entity") does not meet any of the criteria in paragraphs (2)(a)-(c) of Section 287.138, F.S.

In the presence of: **Under penalties of perjury, I declare that I have read the foregoing and the facts stated in it are true:**

Witness #1 Print Name: Kristina Brown

Witness #2 Print Name: Katherine Prince

Print Name: David Brown Jr.
Title: Owner
Entity Name: In Alignment Consulting, LLC

OATH OR AFFIRMATION
State of Florida
County of Miami-Dade

Sworn to (or affirmed) and subscribed before me by means of ☑ physical presence or ☐ online notarization, this 25 day of February, 2026, by David Brown Jr. (name of person) as Owner/President (type of authority) for In Alignment Consulting, LLC (name of party on behalf of whom instrument is executed).

Notary Public (Print, Stamp, or Type as Commissioned)
✓ Personally known to me; or
_____ Produced identification (Type of Identification: _____)
_____ Did take an oath; or
_____ Did not take an oath

NOTARY PUBLIC STATE OF FLORIDA
MARIA E. PENA-HILZEN
Commission # HH 234925
Expires June 29, 2026

Town of Surfside

NON-COERCION ATTESTATION

Name of Entity: In Alignment Consulting, LLC ("Nongovernmental Entity")

This form shall be completed by an officer or representative of a nongovernmental entity executing, renewing, or extending a contract with the Town of Surfside, a governmental entity of the State of Florida, ("the Town") in compliance with Section 787.06(13), Florida Statutes.

I acknowledge that Section 787.06(13), Florida Statutes requires that, when a contract is executed, renewed, or extended between a nongovernmental entity (you) and the Town (us) in the State of Florida, the nongovernmental entity must provide the Town with an affidavit that Nongovernmental Entity does not use "***coercion for labor or services as defined in this section*** (emphasis added)."

This signed attestation is provided to the Town to comply with Florida law.

If, at any time in the future, Nongovernmental Entity does use coercion for labor or services, Nongovernmental Entity shall immediately notify the Town and no contracts may be executed, renewed, or extended between the parties and any existing contract shall be terminated by the Town without any penalty or damages to the Nongovernmental Entity notwithstanding any contractual provision stating otherwise.

This attestation is made for the benefit of, and reliance by, the Town.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: David L. Brown Jr.

Title: President and Owner

Signature: 

Date: 2/19/2025

E-VERIFY AFFIDAVIT

In accordance with Section 448.095, Florida Statutes, the Town requires all contractors doing business with the Town to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Town will not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify

By signing below, the contracting entity acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subcontractors.

☒ **Check here to confirm proof of enrollment in E-Verify has been attached to this Affidavit.**

In the presence of:

Witness #1 Print Name: Kristina Brown

Witness #2 Print Name: Katherine Prince

Signed, sealed and delivered by:

Print Name: David L. Brown Jr.

Title: President and Owner

Entity Name: In Alignment Consulting, LLC

ACKNOWLEDGMENT

State of Florida
County of Miami-Dade

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 4 day of March, 20 25, by David L. Brown Jr. (name of person) as President and Owner (type of authority) for In Alignment Consulting, LLC (name of party on behalf of whom instrument is executed).

Notary Public (Print, Stamp, or Type as Commissioned)

x Personally known to me; or
_____ Produced identification (Type of Identification:_____)
_____ Did take an oath; or
_____ Did not take an oath

NOTARY PUBLIC STATE OF FLORIDA
MARIA E. PENA-HILZEN
Commission # HH 234925
Expires June 29, 2026

MEMORANDUM

ITEM NO. 3F.

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

From: Sandra N. McCready, Acting Town Manager

Date: September 3, 2026

Subject: **Approving MOU for School Resource Officer for School Year 2026/2027**

Town Administration recommends approval of the attached resolution which authorizes the execution of the Memorandum of Understanding funding the School Resource Officer for school year 2026/2027 in the amount of $31,643.73.

The Town of Surfside, the Town of Bay Harbor Islands, and the Village of Bal Harbour have, for the past few years, covered the full cost of the School Resource Officer at Ruth K. Broad K-8 Center School.

While Surfside, Bay Harbor Islands and Bal Harbour will each share 1/3 of the cost of the Resource Officer above the funds provided by the School Board, the Resource Officer will be an employee of Bay Harbor Islands and Surfside will exercise no control or employment functions related to the Resource Officer.

Resolution Approving MOU for Additional School Resource Officer

MOU-Surfside-BHI-Bal Harbour-SRO 2026-2027

RESOLUTION NO. 2026-_____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE TOWN OF SURFSIDE, THE VILLAGE OF BAL HARBOUR, AND THE TOWN OF BAY HARBOR ISLANDS, TO FUND THE COST OF AN ADDITIONAL SCHOOL RESOURCE OFFICER FOR THE RUTH K. BROAD K-8 CENTER SCHOOL; AUTHORIZING THE EXPENDITURE OF FUNDS; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Town of Surfside (the "Town"), the Village of Bal Harbour ("Bal Harbour"), and the Town of Bay Harbor Islands ("Bay Harbor Islands") are neighboring municipalities located within Miami-Dade County; and

WHEREAS, children who are residents of the Town, Bal Harbour, and Bay Harbor Islands attend Ruth K. Broad K-8 Center School (the "School") which is located in Bay Harbor Islands; and

WHEREAS, Bay Harbor Islands intends to execute a Memorandum of Understanding with the Miami-Dade County School Board (the "School Board") in which the School Board will provide a school resource officer (the "Resource Officer") at the School during School hours for the current school year; and

WHEREAS, in addition to the School Board's assigned Resource Officer, the Town of Bay Harbor Islands will provide an additional Resource Officer at the School that will serve to further protect the safety of the School's children, with an approximate cost of $100,214.40 per year, to be shared equally by the Town, Bal Harbour and Bay Harbor Islands in the amount of $33,404.80 each; and

WHEREAS, the Town desires to enter into a Memorandum of Understanding together with Bal Harbour and Bay Harbor Islands, in substantially the form attached hereto as Exhibit "A," for the purpose of contributing equally in the approximate amount of $33,404.80 each towards the cost of the additional Resource Officer (the "MOU"); and

WHEREAS, the Town Commission finds that the MOU 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. Approval of MOU; Authorization to Expend Funds. The MOU, in substantially the form attached hereto as Exhibit "A," is approved. The Town Commission further authorizes the contribution and expenditure of approximately $33,404.80 toward the cost of the additional Resource Officer at the School.

Section 3. Authorization. The Town Manager is hereby authorized to execute the MOU attached hereto as Exhibit "A," subject to final approval by the Town Manager and Town Attorney as to form, content, and legal sufficiency.

Section 4. Implementation. The Town Manager is hereby authorized to take any and all action necessary to implement the MOU and the purposes of this Resolution.

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

PASSED AND ADOPTED this ____ day of _____, 2026.

Motion By: _____

Second By: _____

FINAL VOTE ON ADOPTION:
Commissioner Andrea Travani _____
Commissioner Gerardo Vildostegui _____
Commissioner Dovid Weingot _____
Vice Mayor Dayana Benmergui _____
Mayor Shlomo Danzinger _____

_____
Shlomo Danzinger, 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

MEMORANDUM OF UNDERSTANDING BETWEEN THE TOWN OF SURFSIDE, THE VILLAGE OF BAL HARBOUR, AND THE TOWN OF BAY HARBOR ISLANDS

This Memorandum of Understanding (MOU) is entered into this _____ day of _____ 2026 by and between The Town of Surfside ("Surfside"), The Village of Bal Harbour ("Bal Harbour") and the Town of Bay Harbor Islands ("Bay Harbor Islands"). Surfside, Bal Harbour, and Bay Harbor Islands are collectively referred to as the "Parties" and individually as a "Party."

WHEREAS, Surfside, Bal Harbour, and Bay Harbor Islands are municipalities located within Miami-Dade County that border each other; and

WHEREAS, children who are residents of Surfside, Bal Harbour, and Bay Harbor Islands attend Ruth K. Broad K-8 Center School ("School") which is located in Bay Harbor Islands; and

WHEREAS, Bay Harbor Islands intends to execute a Memorandum of Understanding with the Miami-Dade County School Board ("School Board") in which the School Board will provide their own School Resource Officer ("SRO") at Ruth K. Broad; and

WHEREAS, in addition to the School Board's assigned SRO, the Town of Bay Harbor Islands will provide an additional SRO at Ruth K. Broad that will serve to further protect the safety of the children who reside within Surfside, Bal Harbour, and Bay Harbor Islands; and

WHEREAS, the Parties understand and agree that the cost of the Town of Bay Harbor Island's appointed Resource Officer will be approximately $100,214.40 per year; and

WHEREAS, the Parties wish to equally share the cost of the Town appointed SRO. The equal share of the cost is $33,404.80 for each of the parties (municipalities) involved; and

WHEREAS, the Parties find that the adoption of this Memorandum of Understanding is in the best interest of the residents of Surfside, Bal Harbour, and Bay Harbor Islands.

NOW, THEREFORE, the Parties agree as follows:

1. The above recitals are true and correct and are incorporated herein by reference.

2. The Parties agree to equally share the Excess Cost of the Resource Officer. [1]

3. Within thirty (30) days after the end of the school year, Bay Harbor Islands shall prepare and send Surfside and Bal Harbour an invoice identifying the hours worked by the Town appointed Resource Officer, the total cost of the Town appointed Resource Officer, and each Party's equal share of the Cost ("Invoice"). Surfside and Bal Harbour shall pay their equal share of the Cost

[1] The anticipated Town appointed Resource Officer expense is $100,214.40 divided by 3 **(Bay** Harbor/ Bal Harbour/ Surfside) equals $33,404.80 each.

share of the Cost ("Invoice"). Surfside and Bal Harbour shall pay their equal share of the Cost within thirty (30) days or their receipt of the Invoice.

4. Bal Harbour and Surfside's obligations under this MOU are solely limited to their financial contribution of approximately $33,404.80 each. Nothing in this agreement permits, and Bal Harbour and Surfside do not have the ability to exercise. any control over any aspect of the employment. duties, tasks, responsibilities. operations. actions or inactions of any Resource Oflicer(s) employed by Bay Harbor Islands. Under no circumstance shall this MOU provide the basis for any claim that: a) the Town appointed Resource Officer is an employee or agent of Bal Harbour or Surfside; or b) Bal Harbour or Surfside are a "joint employer" of the Town appointed Resource Officer or are in any way responsible for the actions or inactions of the Town appointed Resource Officer. Bay Harbor Islands shall be solely responsible for the employment of the Town's appointed Resource Officer and payment of salary. wages, and fringe benefits. if any. to the Town appointed Resource Officer. Bay Harbor Islands shall be solely responsible for any employment-based claims made by the Town's appointed Resource Officer. including claims for the payment of salary, wages. fringe benefits and for unlawful termination, and for any claims based on the employee's actions or inactions. Under no circumstance shall this MOU provide the basis for any Party to make a claim against any other Party for indemnification.

5. The Parties agree that this MOU represents the Parties' entire agreement and it cannot be amended or modified without the express consent of the Parties.

6. The Parties have had the opportunity to consult with legal counsel of their choosing.

7. The Parties signify their agreement with this MOU by affixing their signatures below.

8. This MOU shall become effective the date on which it is fully ratified by the Parties ("Effective Date"). The term of this MOU shall run concurrently with the term of Bay Harbor Island's Memorandum of Understanding with the School Board, a copy of which is attached hereto as Exhibit "A".

Town of Bay Harbor Islands, Florida

By: _____ **Date:** _____
Lindsley Noel, Town Manager

Town of Surfside, Florida

By: _____ **Date:** _____
Sandra N. McCready, Acting Town Manager

Village of Bal Harbour, Florida

By: _____ **Date:** _____
Jorge Gonzalez, Village Manager

Memorandum of Understanding

SCHOOL BASED LAW ENFORCEMENT OFFICERS

THIS AGREEMENT, made and entered into this 30th day of October, 2025, is between The School Board of Miami-Dade County, Florida, a political subdivision of the State of Florida ("the School Board"), through The Miami-Dade Schools Police Department ("MDSPD") and the Town of Bay Harbor Islands ("BHIPD"), through the Bay Harbor Islands Police Department (also referred to as "Law Enforcement Agency"), together referred to as "the Parties."

Intent

It is the intent of both parties to enter in to this this Memorandum of Understanding ("MOU") to provide guidelines as to the roles and responsibilities of the Law Enforcement Agency and the MDSPD regarding the placement of School Based Law Enforcement Officers (SBLEOs) at Miami-Dade County Public Schools ("MDCPS") as listed in item 9 below and in accordance with the terms set out below.

Roles and Responsibilities of SBLEOs

1. The primary mission of the SBLEOs is to support the MDSPD by providing a visible deterrent to crime and a safe learning environment for all students and staff.

2. Non-criminal violations of student conduct are the responsibility of school administrators.

3. The Law Enforcement Agency and the assigned SBLEO shall abide by state and federal law and School Board Policies, including The Family Education Rights and Privacy Act (20 U.S.C. §1232g; 34 CFR Part 99) (otherwise known as "FERPA"), which requires all student information be kept confidential and not disclosed to any third party. Also, The Law Enforcement Agency understands the broad nature of Florida's Public Records Laws and agrees to act in compliance with Chapter 119 of Florida Statutes. With regard to juvenile information obtained by the Law Enforcement Agency, the Law Enforcement Agency agrees to abide by Florida Statute Section 985.04 and any other applicable state and federal laws.

4. SBLEOs shall adhere to their respective Law Enforcement Agency's Standard Operating Procedures/General Orders (written policies).

5. The Law Enforcement Agency is responsible for conducting use of force investigations involving their SBLEO.

6. The Law Enforcement Agency and the assigned SBLEO shall abide by state law 1006.07(4) F.S. and be physically present on campus and directly involved in the execution of all active assailant emergency drills.

7. To ensure, as the entity responsible for maintaining records relating to training of BHIPD personnel, that all BHIPD officers assigned as SBLEOs have mental health completed crisis intervention training (CIT), as specified in section 1006.12, Florida Statutes, prior to their assignment as SBLEOs. This includes that for each SBLEO participating in covering a school shall, prior to being selected as an SBLEO for this detail, have completed CIT and provide a copy of his or her certificate of completion to the principal of Ruth K Broad/Bay Harbor K-8 Center. Any request related to CIT certification of BHIPD SBLEOs by the Florida Auditor General's Office or the Florida Department of Education shall be directed to BHIPD, as the entity responsible for maintaining records relating to training. Failure to comply with the above will result in non-payment for SBLEO services rendered by officers with no proof of CIT.

8. School site administrators are responsible for all personnel at MDCPS school sites. As such, SBLEOs must work cooperatively with school administration. SBLEOs must remain responsive to the chain of command within their respective Law Enforcement Agency and his/her primary supervisor shall be designated by the Law Enforcement Agency.

9. To ensure all threats occurring on any MDCPS property, including threats made against individuals or the school entity, are reported to MDSPD, as specified in Section 1006.13(4)(a), Florida Statutes.

10. BHIPD agrees that, during the term of the MOU, at least one (1) BHIPD officer shall be present at Ruth K Broad/Bay Harbor K-8 Center, located at 1155 93 Street, Bay Harbor Islands, FL, during the entirety of the school day. Furthermore, MDSPD agrees that one (1) MDSPD officer also be present at Ruth K Broad/Bay Harbor K-8 Center during the entirety of the school day. For the purposes of this MOU, a "school day" is defined as a weekday in which school is in regular session, from the hours of 7:00am to 3:00pm or 8:00am to 4:00pm, and shall not include recess days, legal holidays, teacher planning days, summer days or days in which no students are present at the school, as a result of distance learning, or otherwise.

11. The Law Enforcement Agency agrees to notify the school Principal and MDSPD at least 24 hours in advance if the SBLEO is unable to report for duty or is required to leave the school campus during the school day. Notifications shall be made to the following email address: police@dadeschools.net.

Force Majeure and Warranties

The Parties shall not be responsible for interruptions of service due to forces of nature, war, manmade disasters or other such acts beyond the control of any the Parties.

Indemnification and Duty to Defend

Each party to this Agreement agrees to assume responsibility for the acts, omissions, or conduct of such party's own employees while participating herein and pursuant to this Agreement, subject to the provisions of Section 768.28, Florida Statutes, where applicable. "Assume Responsibility" shall mean incurring any and all costs associated

with any suit, action, or claim for damages arising from the performance of this Agreement. Furthermore, each party agrees to indemnify the other party as set forth below.

Subject to the limitations of Florida Statutes Section 768.28, BHIPD agrees to indemnify, hold harmless and defend the School Board from and against any and all claims, suits, actions, damages, or causes of action arising out of the intentional wrongdoings or willful negligent acts of BHIPD, the Law Enforcement Agency and/or its SBLEOs arising out of or in connection with the provisions of this MOU.

Subject to the limitations of Florida Statutes Section 768.28, the School Board agrees to indemnify, hold harmless and defend BHIPD from and against any and all claims, suits, actions, damages, or causes of action arising out of the intentional wrongdoings or willful negligent acts of the School Board's employees arising out of or in connection with the provisions of this agreement.

Public Records

Both parties understand the broad nature of Florida's public records laws and agree to comply with the laws related to record retention and disclosure, in accordance with Chapter 119, Florida Statutes.

Notifications

Pursuant to 1006.07(9), the District is required to report all incidents occurring on the school campus related to safety and discipline, and does so through MDSPD generated police reports. When the SBLEO learns of an incident which requires him/her to take lawful action and/or write a police report, the SBLEO must call 305-995-2677 (COPS) and report such incident. A MDSPD supervisor will advise the SBLEO and a MDSPD unit will respond to handle the call for service and write a police report, unless otherwise determined. This will not preclude the SBLEO from taking immediate and necessary action during exigent circumstances. The SBLEO must also inform the school principal and/or designee of said action. These incidents may garner significant media attention; therefore, it is imperative MDSPD learn about such incidents from the SBLEO in an expedited manner so MDSPD can make the appropriate notifications within the District. Any other incident which may result in substantial media attention shall be reported by the SBLEO to MDSPD and school site administration. Any reports generated in conjuncture with this term must be categorized as "Assist other Agency."

Term of the MOU

Such activities are fully described herein below for a term of three years concurrent with the School Board's Fiscal Calendar Years 2025-2026 through 2029-2028, which commences on July 1, 2025, and shall continue in full force and effect until June 30, 2030, unless terminated prior thereto by any or all of the parties herein. Under no circumstances may this Agreement be renewed, amended, or extended except in writing and executed by both parties.

Each party reserves the right to terminate this MOU without cause by giving thirty (30) days written notice to the other party.

The addresses for The School Board for all purposes under this agreement and for all noticed hereunder shall be:

The School Board:
The School Board of Miami-Dade County, Florida
Attn: Dr. Jose L. Dotres, Superintendent
1450 NE 2nd Avenue, Suite 912
Miami, Florida 33132

With a copy to:
The Miami-Dade Schools Police Department
Attn: Chief Ivan E. Silva
3300 NW 27th Avenue
Miami, FL 33142

With a copy to:
The School Board of Miami-Dade County, Florida
The School Board Attorney's Office
Attn: Walter J. Harvey, School Board Attorney
1450 NE 2nd Avenue, Suite 430
Miami, FL 33132

The addresses for BHIPD for all purposes under this agreement and for all noticed hereunder shall be:

Town of Bay Harbor Islands
1030 95th Street
Bay Harbor Islands, FL 33154
ATTN: Lindsley Noel, Town Manager

With a copy to:
Morris G. (Skip) Miller, Esq.
Greenspoon Marder LLP
200 East Broward Blvd, Suite 1800
Fort Lauderdale, FL 33301

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA	TOWN OF BAY HARBOR ISLAND
BY: _____ 10/30/2025 Dr. ~~Jose L. Dotres~~ *Date* ~~Superintendent of Schools or Designee~~ Jose Bueno Designee	BY: _____ Lindsley Noel *Date* Town Manager Attest: _____ 02/05/2026 Evelyn Herbello *Date* Town Clerk
SUBMITTED BY: _____ 10/06/2025 Ivan E. Silva *Date* Chief of Police **APPROVED AS TO FORM AND LEGAL SUFFICIENCY AS TO THE SCHOOL BOARD CONTINGENT UPON EXECUTION OF A WAIVER** _____ 10/23/25 Assistant School Board Attorney *Date*	**APPROVED AS TO FORM AND LEGAL SUFFICIENCY AS TO LAW ENFORCEMENT AGENCY** _____ 2-3-26 Morris G. (Skip) Miller, Esq. *Date* Town Attorneys Act Greenspoon Marder LLP
OFFICE OF RISK AND BENEFITS MANAGEMENT Digitally signed by Judith L. Soto Location: Office of Risk and Benefits Management Date: 2025.10.08 12:00:30 -04'00' _____ Michael G. Fox *Date* Risk and Benefits Officer	BAY HABOR ISLANDS POLICE DEPARTMENT _____ Luis E. Alvarez *Date* Chief of Police

Procurement Mgmt
10/14/2025

MEMORANDUM

ITEM NO. 3G.

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

From: Sandra N. McCready, Acting Town Manager

Date: September 3, 2026

Subject: **Approving a Project Agreement with Chisholm Architects, Inc., for Phase 1 of the Bayfront Street-End Improvement Program.**

Staff respectfully recommends that the Town Commission approve the Project Agreement with Chisholm Architects, Inc., in the Not-to-Exceed amount of $39,050 for professional services associated with Phase 1 of the Bayfront Street-End Improvement Program and authorize the Acting Town Manager to execute the Project Agreement and any related documents.

At the August 11, 2026 Town Commission meeting, the Commission discussed improvements to the Town's bayfront street ends and the need to establish a process for evaluating the locations before proceeding with improvements. The discussion focused on surveying and identifying the public areas, evaluating existing conditions and security needs, and establishing a path toward future concept plans and public input.

The Commission directed Public Works to review and advance the proposed process, with consideration given to both public accessibility and security concerns. The motion carried 3-0, with Vice Mayor Benmergui and Commissioner Weingot absent. The Commission's action established the process for moving the initiative forward but did not authorize a consultant cost, design, or construction.

To implement this direction, staff recommends proceeding with Phase 1 – Existing Conditions, Security Review and Prioritization. Phase 1 will evaluate the bayfront street ends, including public property limits, rights-of-way and easements, potential encroachments, existing infrastructure, site conditions, security and access conditions, and infrastructure or other Town actions that may be required before beautification can proceed.

The street ends vary significantly in their existing conditions. Some primarily present landscaping opportunities, while others contain pump stations, drainage infrastructure, fire hydrants, seawalls, gates, vegetation, emergency access requirements, and potential right-of-way or encroachment issues. Phase 1 will allow the Town to identify these constraints and prioritize the locations from the easiest to advance to the most complex before proceeding with design.

The Phase 1 deliverable will be an existing-conditions and prioritization report identifying the major conditions at each location, security and access considerations, issues requiring Town action, and a recommended order for proceeding. Future planning, public engagement, design, permitting, and implementation would be addressed separately following completion of Phase 1.

This item is presented for approval of the Project Agreement with Chisholm Architects, Inc. in the Not-to-Exceed amount of $39,050 and authorization to proceed with Phase 1 of the Bayfront Street-End Improvement Program.

Resolution Approve Proposal and Project Agreement Chisholm - Bayfront Street end Program

Project Agreement - Chisholm - Bayfront Street end Program

Exhibit A - Surfside Street End Proposal 8-27-26

RESOLUTION NO. 2026-_____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING THE PROPOSAL AND PROJECT AGREEMENT WITH R.E. CHISHOLM ARCHITECTS, INC. PURSUANT TO THE CONTINUING SERVICES AGREEMENT FOR PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES RELATED TO THE BAYFRONT STREET-END IMPROVEMENT PROGRAM; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION; AUTHORIZING THE EXPENDITURE OF FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 287.055, Florida Statutes (also known as the Consultants' Competitive Negotiation Act), the Town wishes to retain the services of R.E. Chisholm Architects, Inc. (the "Consultant") for professional architectural and engineering services, in accordance with the Continuing Services Agreement effective September 2, 2025, for such services (the "CSA"); and

WHEREAS, in accordance with the provisions of the CSA, the Consultant has provided a proposal to provide professional architectural and/or engineering services for the Bayfront Street-End Improvement Program, attached hereto as Exhibit "A" ("Proposal"), and the Town and Consultant have agreed to enter into a specific Project Agreement (the "Project Agreement") attached hereto as Exhibit "B", authorizing the Consultant to provide the services as detailed in the Proposal (the "Services"); and

WHEREAS, the Proposal and Project Agreement, attached hereto as Exhibits "A" and "B", respectively, provide for a scope of services detailing the Services to be provided by the Consultant, as well as a schedule for the performance and compensation for the Services for a total lump sum fee of $39,050; and

WHEREAS, pursuant to the CSA, the Town Commission wishes to approve the Proposal attached hereto as Exhibit "A" and the Project Agreement attached hereto as

Exhibit “B”, in substantially the form attached, 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.

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 of Proposal and Project Agreement. The Proposal attached hereto as Exhibit “A” and the Project Agreement for the Services with the Consultant, in substantially the form attached hereto as Exhibit “B”, are hereby approved.

Section 3. Authorization. The Town Manager is hereby authorized to execute the Project Agreement attached hereto as Exhibit “B” with the Consultant for the Services and subject to final approval by the Town Manager and Town Attorney as to form, content, and legal sufficiency. The Town Manager is further authorized to expend funds in an amount not to exceed $39,050.

Section 4. Implementation. The Town Manager and Town Officials are authorized to take any and all necessary action to implement the Project Agreement and the purposes of this Resolution.

Section 5. Effective Date. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED this ___ day of_____, 2026

Motion By: _____

Second By: _____

FINAL VOTE ON ADOPTION:

Commissioner Andrea Travani _____
Commissioner Gerardo Vildostegui _____
Commissioner Dovid Weingot _____
Vice Mayor Dayana Benmergui _____
Mayor Shlomo Danzinger _____

_____
Shlomo Danzinger, Mayor

ATTEST:

_____
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

PROJECT AGREEMENT

Between

TOWN OF SURFSIDE, FL

And

R.E. Chisholm Architects Inc.

Project Name: Bayfront Street-End Improvement Program

PROJECT AGREEMENT

Between

TOWN OF SURFSIDE, FL

And

R.E. Chisholm Architects Inc.

Project Name: Bayfront Street-End Improvement Program

Subject to the provisions contained in the "Continuing Services Agreement for Professional Engineering Services" (hereinafter referred to as the "Continuing Services Agreement") between the **TOWN OF SURFSIDE, FL** (hereinafter referred to as "Town") and **R.E. Chisholm Architects Inc.** (hereinafter referred to as "Consultant") dated September 2, 2025, which Continuing Services Agreement was competitively procured through Request For Qualifications (RFQ) No. 2023-06 in accordance with Section 287.955, Florida Statutes, this Project Agreement is made effective as of the _____ day of _____, 2026, and authorizes the Consultant to provide the services as set forth below:

SECTION 1. SCOPE OF SERVICES

1.1 Consultant shall provide the services and deliverables for Task 1 of the Bayfront Street-End Improvement Program and complete the tasks that are identified and described in the Project Scope of Services and Schedule, attached hereto as Exhibit "A," for the Town (the "Services").

1.2 The Town may request changes that would increase, decrease, or otherwise modify the scope of services outlined under the Project Scope of Services and Schedule, attached hereto as Exhibit "A." Such changes must be contained in a written change order executed by the parties in accordance with the provisions of the Continuing Services Agreement, prior to any deviation from the terms of the Project Agreement, including the initiation of any extra work.

SECTION 2. DELIVERABLES

2.1 As part of the scope of services and project schedule, the Consultant shall provide the Town the Deliverables identified in the Project Scope of Services and Schedule, attached hereto as Exhibit "A."

SECTION 3. TERM/TIME OF PERFORMANCE/DAMAGE

3.1 Term. This Project Agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect until terminated pursuant to Section 6 or other applicable provisions of this Project Agreement. The Town Manager, in his sole discretion, may extend the term of this Agreement through written notification to the Consultant. Such extension shall not exceed 90 days. No further extensions of this Agreement shall be effective unless authorized by the Town Manager.

3.2 Commencement. Services provided by the Consultant under this Project Agreement and the time frames applicable to this Project Agreement shall commence upon the date provided in a written Notice to Proceed ("Commencement Date") provided to the Consultant by the Town. The Consultant shall not incur any expenses or

obligations for payment to third parties prior to the issuance of the Notice to Proceed. Consultant must receive written notice from the Town Manager prior to the beginning the performance of services.

3.3 Contract Time. Upon receipt of the Notice to Proceed, the Consultant shall provide services to the Town on the Commencement Date, and shall continuously perform services to the Town, without interruption, in accordance with the time frames set forth in the "Scope of Services and Project Schedule", a copy of which is attached and incorporated into this Agreement as Exhibit "A". The number of calendar days from the Commencement Date, 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.

3.4 All limitations of time set forth in this Agreement are of the essence.

SECTION 4. AMOUNT, BASIS AND METHOD OF COMPENSATION

4.1 Compensation. Consultant shall be compensated for the provision of the Services in accordance with Exhibit "A" attached hereto. Consultant shall receive a lump sum fee not to exceed $27,550.

4.2 Reimbursable Expenses. The following expenses are reimbursable and will be billed at 1.1 x actual cost to cover administrative processing: Travel and accommodations, long distance telephone calls, facsimile, courier services, mileage (at a rate approved by the Town), photo and reproduction services. All document reproductions are also reimbursable, at a rate approved by the Town.

SECTION 5. BILLING AND PAYMENTS

5.1 Invoices

5.1.1. Compensation and Reimbursable Expenses. 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 nature of the work performed, the phase of work, and the estimated percent of work accomplished in accordance with the Payment Schedule attached hereto as Exhibit "A", attached hereto and made part of this Agreement. Invoices for each phase shall not exceed amounts allocated to said phase plus reimbursable expenses accrued during each phase. The statement shall show a summary of fees with accrual of the total and credits for portions paid previously.

5.1.2. Florida Prompt Payment Act. 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.

5.2 Disputed Invoices. In the event that all or a portion of an invoice submitted to the Town for payment to the Consultant 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 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 of the Consultant, provided pursuant to Subparagraph 5.1, are wholly or partially inaccurate, or in the event that the Consultant is not in compliance with any term or condition of this 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 Project Agreement, and the cause thereof, is corrected to the Owner's reasonable satisfaction.

5.4 Retainage. The Town reserves the right to withhold retainage in the amount of ten percent (10%) of any payment due to the Consultant until the project is completed. Said retainage may be withheld at the sole

discretion of the Town and as security for the successful completion of the Consultant's duties and responsibilities under the Project Agreement.

5.5 Final Payment. Submission to 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 all claims against the Town by the Consultant.

SECTION 6. TERMINATION/SUSPENSION

6.1 For Cause. This Agreement may be terminated by either party upon five (5) calendar days written notice to the other should such 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 this 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 6.2 and the provision of Section 6.2 shall apply.

6.2 For Convenience. This Agreement may be terminated by the Town for convenience upon fourteen (14) calendar days' written notice to the Consultant. In the event of such termination a termination, the Consultant shall incur no further obligations in connections with the Project and shall, to the extent possible terminate any outstanding subconsultant obligation. The Consultant shall be compensated for all services performed to the satisfaction of the Town and reimbursable expenses incurred prior the date of termination. In such event, the Consultant shall promptly submit to the Town its invoice for final payment and reimbursement which invoice shall comply with the provisions of Section 5.1. Under no circumstances shall the Town make payment of profit to the Consultant for services which have not been performed.

6.3 Assignment upon Termination. Upon termination of this Project Agreement, a copy of all work product of the Consultant 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, specifications, drawings, studies, reports and all other documents and data in the possession of the Consultant pertaining to this Project Agreement. Upon the Town's request, the Consultant shall additionally assign its rights, title and interest under any subcontractor's agreements to the Town.

6.4 Suspension for Convenience. The Town shall have the right at any time to direct the Consultant to suspend its performance, 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 herein, through no fault of the Consultant, the Town shall pay the Consultant as full compensation for such suspension the Consultant's reasonable cost, actually incurred and paid, of demobilization and remobilization.

[THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE FOLLOWS.]

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

TOWN:

ATTEST:

TOWN OF SURFSIDE, FLORIDA, a Florida Municipal Corporation

_____

TOWN CLERK

By:_____

Town Manager

Date: _____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____

TOWN ATTORNEY

CONSULTANT:

R.E. Chisholm Architects Inc.

By:_____

Name: _____

Title: _____

Date: _____

WITNESSES:

_____

Print Name: _____

_____

Print Name: _____

EXHIBIT "A"

PROJECT SCOPE OF SERVICES AND SCHEDULE AND PAYMENT SCHEDULE

[TO BE INSERTED]

August 25, 2026

Ms. Kristina Brown
Procurement and Grant Specialist
Public Works and Capital Projects Department
Town of Surfside

via email: prograntt@townofsurfside.gov

PROPOSAL: **Bayfront Street-End Improvement Program**
Phase I - Existing Conditions, Security Review & Prioritization
Town of Surfside, Florida

Dear Ms. Brown:

As per your request, we are pleased and grateful for the opportunity to provide the following professional services proposal for your review and consideration.
R.E. Chisholm Architects, Inc. (REC) proposes to provide the services identified below for the project entitled **"Town of Surfside-Bayfront Street-End Program"** pursuant to our Professional Service Agreement with the Town of Surfside for Continuing Services Agreement dated **September 2, 2025.**

I. FIRM BACKGROUND

R.E. Chisholm Architects, Inc. (REC), was originally established in 1982 as a sole proprietorship and formally incorporated in 1989. During the past 44 years, the Firm has maintained an excellent standing in the South Florida community, the State of Florida, and the United States.

The Firm trademark has been and continues to be, the provision of Service Excellence to our clients and our ability and flexibility to integrate today's complex environment into functional designs that meet or exceed our clients' needs and expectations. We are particularly focused on a comprehensive approach to design solutions that integrate design and constructability while working closely with our clients, governmental jurisdictions, and others to ensure a smooth and efficient process for all our projects.

II. SCOPE OF WORK - PHASE I

The assignment is limited to documenting and evaluating each street end so the Town can make an informed decision on sequencing. The scope of work shall include:

1. Survey Ten (10) bayfront street end and confirm the physical limits of the public area. The 91'st Street end located in Indian Creek Village is excluded from this scope of work. The Street ends to be surveyed and evaluated are the following;
    a. 95th Street
    b. 94th Street
    c. 93rd Street
    d. 92nd Street
    e. 90th Street
    f. 89th Street
    g. Bay Drive
    h. Biscaya Drive
    i. Carlyle Drive
    j. Froude Avenue
2. Review rights-of-way, easements, property boundaries and potential encroachments.
3. Document existing elevations, site geometry, waterfront edge and apparent public area.
4. Inventory existing infrastructure and improvements, including drainage and pump facilities, utilities, hydrants, seawalls, gates, access points, landscaping and mature vegetation, signage, benches, trash receptacles and other site features.
5. Document existing security and access conditions, including barriers, gates, separation from adjacent residences, sightlines, pedestrian and emergency access and areas where future security enhancements may need to be considered.
6. Identify operational, maintenance, emergency-access, permitting, shoreline and other constraints.
7. Identify any non-intrusive observed infrastructure deficiencies and Town actions that should occur before beautification or design.
8. Rank the street ends from the lowest-constraint/easiest-to-advance locations to the most complex locations.
9. Recommend a practical sequence for moving the street ends into Phase 2 planning and design.
10. The survey and report shall reflect existing conditions observable through the agreed field survey and site review, together with applicable available public records.

Phase I Deliverable: A concise existing-conditions and prioritization report, supported by complete survey/site information, identifying the conditions at each location, including security/access considerations requiring Town action, and the consultant's recommended order for proceeding based on priority comparison.

III. SUBCONSULTANTS

The below listed Subconsultants will assist in the performance of the Work.

Subconsultant Name	Specialty or Expertise
TBD	Surveyor
TBD	Arborist (See Supplemental Services)

IV. SCHEDULE OF WORK — TIME OF PERFORMANCE

Consultant shall submit the Deliverables and perform the Work as depicted in the tables below

	SCHEDULE OF DELIVERABLES		
Task, Sub-task, **or Activity I**	**Major Task,** Sub-Task, **Activity, or Deliverable**	***Duration*** *(specify weeks or calendar days)*	**Delivery** Date* *(cumulative weeks, or calendar days)*
TASK I	Predesign Services and Report/As-Built Site Survey	30 days	NTP + 30 days

** An updated schedule, indicating actual delivery dates, based on the above durations, will be provided to the Town upon receipt of the NTP.*

V. COMPENSATION

TASK I –	PRE-DESIGN-AS-BUILT RESEARCH – ARCHITECTURE	$ 11,500
	SURVEYING	$ 8,500
	DRAFT AND FINAL REPORT	$ 7,550
	TOTAL	**$ 27,550**

** As-built research and survey services include CADD format file drafting of owner provided information.*

VI. SUPPLEMENTAL SERVICES

The Town may establish separate tasks to be executed independently, without interference on main tasks and project schedules.

1. Arborist (TBD after topographic survey (Allowance $6,500)
2. Kickoff and Review Meetings (Hourly Allowance $3,500)
3. Commission Presentation (Hourly Allowance$1,500)

TOTAL NOT TO EXCEED AMOUNT ITEMS V. and VI, $ 39,050

VII. NOTES

A. The **$27,550 base fee** includes all services necessary to complete the stated Phase I scope and deliverables for all 10 locations.
B. The meeting and Commission presentation allowances are included within, and not in addition to, the **$39,050 not-to-exceed amount**.
C. Any arborist work is not authorized at this time. If the Town determines it is needed after review of the survey information, it may be authorized in writing, but only within the overall **$39,050 not-to-exceed** amount.
D. No additional, supplemental, or unforeseen services may be performed or billed unless specifically authorized in writing by the Town in advance. Any work outside the authorized Phase I scope would require separate Town approval.
E. The Town and the Consultant are not obligated to provide personnel or perform exploratory work. If an item cannot be documented through the non-intrusive field review and survey, it will be identified as a limitation or recommended follow-up item in the report

VIII. ADDITIONAL SERVICES

The Town may establish an allowance for additional services requested by the Town and for unforeseen circumstances, which shall be utilized at the sole discretion of the Town.

The following services are not included in our basic services:

1. Exploratory work/Investigative demolition. (Town staff shall provide necessary manpower for any exploratory work required).
2. Detailed/Line-item construction cost estimating.
3. Project Programming
4. Correction of pre-existing code deficiencies not related to described scope of work.
5. 3D Renderings

IX. DATA PROVIDED BY THE TOWN

The following information or documents are to be provided by the town:

1. Any available Architectural and Engineering As-Builts of site conditions and existing building elements
2. Any Available Building Reports, Studies, Correspondence and Re-certifications.
3. Any Available Testing Results or Reports
4. Any Available Surveys if available

X. PROJECT MANAGER

Consultant's Project Manager for this Work Order assignment will be Matthew Polak, AIA

Submitted by: _____

Name: Matthew Polak, AIA
Firm: RE Chisholm Architects

MEMORANDUM

ITEM NO. 3H.

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

From: Sandra N. McCready, Acting Town Manager

Date: September 3, 2026

Subject: **Approving Contract Addendum No. 5 with KEITH for Subsurface Utility Engineering Services for the Champlain Towers South Memorial Project.**

Staff respectfully recommends that the Town Commission approve Contract Addendum No. 5 with KEITH in the amount of $14,330 for Subsurface Utility Engineering (SUE) services associated with the Champlain Towers South Memorial Project and authorize the Acting Town Manager to execute the Contract Addendum and any related documents.

The Town Commission previously approved the revised drawings and scope of work for the Champlain Towers South Memorial and authorized the Town Manager and Town Attorney to finalize the construction agreement with Shiff Construction & Development, Inc.

During final contract negotiations, Shiff requested additional verification of subsurface conditions prior to execution of the construction agreement or, alternatively, that the Town assume the risk associated with unforeseen subsurface conditions. In an effort to resolve this outstanding contract issue and advance the project, the Town requested that KEITH provide Subsurface Utility Engineering (SUE) services.

KEITH's scope includes horizontal utility designation, up to 6 test holes, and surveying and mapping of identified utilities within the project area and along 88th Street to Collins Avenue. The proposed fee for these services is $14,330.

This item is presented for approval of Contract Addendum No. 5 with KEITH to complete the SUE services and facilitate finalization of the construction agreement for the Champlain Towers South Memorial.

Resolution Approve Contract Addendum 5 with Keith - SUE for Memorial Project

Exhibit A - KEITH SUE Proposal

RESOLUTION NO. 2026-_____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING CONTRACT ADDENDUM NO. 5 WITH KEITH AND ASSOCIATES, INC. FOR SUBSURFACE UTILITY ENGINEERING SERVICES RELATED TO THE SURFSIDE CHAMPLAIN TOWERS SOUTH MEMORIAL PROJECT IN THE AMOUNT OF $14,330; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION; AUTHORIZING THE EXPENDITURE OF FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on February 6, 2024, the Town of Surfside ("Town") entered into a Professional Services Agreement with Keith and Associates, Inc. ("Consultant"), for design and related services for the Surfside Champlain Towers South Memorial Project (the "Agreement'); and

WHEREAS, the Consultant has provided a proposal "Contract Addendum No. 5", to provide additional services for Subsurface Utility Engineering Services (the "Services") in the amount of $14,330 ("Contract Addendum No. 5"); and

WHEREAS, Contract Addendum No.5 attached hereto as Exhibits "A" provides for a scope of services detailing the Services to be provided by the Consultant, as well as a schedule for the performance and compensation for the Services for a total fee of $14,330; and

WHEREAS, the Town Commission wishes to approve and authorize Contract Addendum No., 5 attached hereto as Exhibit "A", in substantially the form attached, 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.

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 of Contract Addendum No. 5. Contract Addendum No. 5 attached hereto as Exhibit "A" for the Services with the Consultant, in substantially the form attached hereto, is hereby approved.

Section 3. Authorization. The Town Manager is hereby authorized to execute Contract Addendum No. 5 attached hereto as Exhibit "A" with the Consultant for the Services, subject to final approval by the Town Manager and Town Attorney as to form, content, and legal sufficiency. The Town Manager is further authorized to expend funds in the amount of $14,330.

Section 4. Implementation. The Town Manager and Town Officials are authorized to take any and all necessary action to implement the Services, Contract Addendum No. 5 and the purposes of this Resolution.

Section 5. Effective Date. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED this ___ day of_____, 2026

Motion By: _____
Second By: _____

FINAL VOTE ON ADOPTION:

Commissioner Andrea Travani _____
Commissioner Gerardo Vildostegui _____
Commissioner Dovid Weingot _____

Vice Mayor Dayana Benmergui _____
Mayor Shlomo Danzinger _____

_____
Shlomo Danzinger, Mayor

ATTEST:

_____
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

Docusign Envelope ID: 769189C4-37A7-8F2D-8011-E812BA0E092C

KEITH
Engineering Inspired Design.

CONTRACT ADDENDUM

August 20, 2026

Sandra McCready
Town of Surfside
9293 Harding Ave.
Surfside, FL 33154
Phone: (305) 861-4863
E-mail: smccready@townofsurfsidefl.gov

Project Name: Surfside Memorial Project
Project Location: 88th Street, East of Collins
Surfside, FL 33154
KEITH Project Number: 13784.00
Contract Addendum: #5
Project Manager: Kelli Schueler

DESCRIPTION OF ADDITIONAL SERVICES

SUBSURFACE UTILITY ENGINEERING (SUE) SERVICES

CONSULTANT will follow ASCE Standard 38-22 – "Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data" during the field and office operations for this project. The quality levels discussed below are defined within the standard. CONSULTANT is to provide professional services associated with designation, location, and mapping of existing subsurface utilities. CONSULTANT will designate all known tone able and non-tone able utilities within the depicted red outlined area to include the full right of way of 88th Street continuing west to the east side of Collins Avenue. Gravity systems, service laterals, irrigation or overhead facilities are not included in this investigation.

Scope Limits



Task 201 Horizontal Designation Services

CONSULTANT will horizontally mark any known tone able and non-tone able underground utilities that are represented on as-built plans, above ground appurtenances, and other miscellaneous utility records (to be provided by CLIENT). Conductive utilities will be marked on the surface utilizing active geophysical prospecting techniques in conjunction with electromagnetic equipment utilizing passive radio and audio frequencies. Known non-conductive utilities and/or structures will be marked on the surface utilizing Ground Penetrating Radar (GPR), above ground features, professional judgment, utility plats and/or as-builts. This task does not include identifying gravity systems, service laterals, irrigation, or overhead facilities unless specifically requested by the CLIENT and included in the scope of services.

Docusign Envelope ID: 769189C4-37A7-8F2D-8011-E812BA0E092C

Task 202 Location Services*

CONSULTANT will perform up to six (6) test holes at specific sites requested by the design engineer. Test holes will be utilized to expose utilities to minimize any potential for damage. Test holes performed will be of minimum size (usually 1' by 1'). Backfill of test holes will be performed utilizing the removed material, if suitable. Areas will be restored back as close as possible to their original condition. Installation of an identifiable above ground marker will be performed at each test hole location. Field markers will consist of a nail and disk in asphalt, or an iron rod and cap with survey stake in grassed areas. Test holes performed in the street will be patched using cold patch. The test hole number and utility will be identified on the ground or on the stake, as appropriate. Per test hole rate includes a second mobilization to designate utility for test hole set up and mapping of the test hole location. A test hole summary report will be created providing coordinates, depth of cover, type, size, and material if applicable. Survey of Location Services (test holes) will be delivered in Excel in PNEZD format. There is a four (4) test hole minimum for location services. Test hole locations to be included into project base drawing (pdf & dwg).

***Up to six (6) test holes (inclusive of setup, excavation, mapping and office support)**

Subsurface Utility Engineering Conditions and Understandings

Consultant is required by law to contract Sunshine State One Call of Florida forty-eight (48) hours in advance of any excavation. CONSULTANT will not access confined spaces. If confined spaces need to be accessed for locating purposes, then the CLIENT will be notified, and further arrangements will be made for said access. Additional fees may be applicable. If additional MOT is required beyond the capability of CONSULTANTS standard MOT operations, CONSULTANT will notify the CLIENT. Additional requests outside the scope of services, when requested by CLIENT and/or CLIENT's representative, will be invoiced on an hourly basis. This proposal assumes site access is available and work can be performed between the hours of 7:30 AM and 5:00 PM Monday through Friday.

Task 203 Utility Mapping

CONSULTANT will perform surveying services to collect the surface markings completed in Task 201 and/or Task 202 that mark the underground utilities. Survey of said markings will be based on Real-Time Kinematic (RTK) GPS observations and referenced to the Florida State Plane Coordinate System (NAD83/11) and the North American Vertical Datum of 1988 (NAVD88). Survey of Horizontal Designations will be delivered in a geo-referenced (NAD83/11) AutoCAD file.

Docusign Envelope ID: 769189C4-37A7-8F2D-8011-E812BA0E092C

SCHEDULE

SUE SERVICES	
Task 201 Horizontal Designation Services	2-3 weeks
Task 202 Location Services	2-3 weeks
Task 203 Utility Mapping	2-3 weeks

COMPENSATION

SUE SERVICES	
Task 201 Horizontal Designation Services	$6,180 (Lump Sum)
Task 202 Location Services	$5,220 (Lump Sum)
Task 203 Utility Mapping	$2,930 (Lump Sum)
REIMBURSABLES (Permitting, Specialized MOT equipment rental, etc.)	
Total Fee	**$14,330.00**

The CLIENT is required to execute this Addendum and return it to the CONSULTANT prior to commencement of the additional services described herein. All items, terms, and conditions of the original Agreement (as amended to include the scope defined herein) remain unchanged and in full force and effect.

IN WITNESS WHEREOF, CONSULTANT and CLIENT have executed this Addendum the day and year indicated below.

As to CONSULTANT
KEITH

DocuSigned by:
Mark Mitchell
5B253D31A8374D0...

Mark Mitchell
Director of Subsurface Utility Engineering
DATED: 8/20/2026

As to CLIENT
Town of Surfside
Signature:_____
Print Name:_____
Title:_____
DATED:_____

MEMORANDUM

ITEM NO. 3I.

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

From: Mayor Shlomo Danzinger

Date: September 3, 2026

Subject: **Acting Town Manager Agreement**

Recommending approval of the attached agreement.

The Town Commission appointed Sandra N. McCready to serve as Acting Town Manager during the transition period. The proposed interim Employment Agreement establishes the terms and conditions governing her temporary service as Acting Town Manager.

The Agreement is effective August 13, 2026, at 5:01 p.m. and remains in effect until the earliest of: (1) a permanent Town Manager assumes office; (2) the Town Commission terminates the Agreement; or (3) the Acting Town Manager resigns from the position. The appointment is temporary and does not create an entitlement or expectation of appointment as permanent Town Manager.

Under the Agreement, the Acting Town Manager will exercise the powers and perform the duties prescribed by the Town Charter, Town Code, Florida law, and directives of the Town Commission. During the term, she will report directly to the Town Commission in her capacities as both Acting Town Manager and Town Clerk.

Resolution Approving Interim Employment Agreement - Acting Town Manager

Interim Employment Agreement - Acting Town Manager

RESOLUTION NO. 2026-_____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPOINTING TOWN CLERK SANDRA N. MCCREADY, MMC AS ACTING TOWN MANAGER IN ADDITION TO HER DUTIES AS TOWN CLERK; APPROVING THE INTERIM EMPLOYMENT AGREEMENT SUBSTANTIALLY IN THE FORM ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR AUTHORIZATION; IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Article III, Section 35 of the Town Charter (the "Charter") designates the Town Manager as the chief executive officer and the head of the administrative branch of the Town government; and

WHEREAS, Article II, Section 11(1) of the Charter empowers the Town Commission of the Town of Surfside ("Town Commission") to appoint and remove the Town Manager; and

WHEREAS, Section 12 of the Charter authorizes the Town Commission to appoint an Acting Town Manager in the event of the absence, illness, death, discharge, or resignation of the Town Manager, and further provides that, within ninety (90) days after the appointment of an Acting Town Manager, the Town Commission must appoint either a permanent Town Manager or an Acting Town Manager; and

WHEREAS, at its October 27, 2025 Special Commission Meeting, the Town Commission appointed Mario Diaz of MAD Strategic Consulting, LLC to serve as Acting Town Manager, and on November 12, 2025, the Town Commission adopted Resolution No. 2025-3466 approving a Professional Services Agreement with MAD Strategic Consulting, LLC for such services; and

WHEREAS, the services of MAD Strategic Consulting, LLC as Acting Town Manager concluded effective August 13, 2026; and

WHEREAS, Ms. McCready may continue to serve as Town Clerk and may continue to perform all of the duties of that position, including her duties as custodian of the Town's public records, while serving as Acting Town Manager; and

WHEREAS, Ms. McCready previously served the Town as Acting Town Manager from October 22, 2025 through October 30, 2025, and at its October 27, 2025 Special

Commission Meeting, the Town Commission voted unanimously to compensate her at the rate of the Town Manager's salary for that period of service; and

WHEREAS, Chapter 4, Section G.7 of the Town's Personnel Policies and Procedures Manual authorizes a special salary adjustment where an employee assumes additional responsibilities not required in the current job classification, and provides that a special salary adjustment not within the approved budget is subject to review and approval by the Town Commission; and

WHEREAS, Chapter 2, Section B.3 of the Town's Personnel Policies and Procedures Manual provides that the Town Manager may not grant any increase in compensation or benefits in any form resulting in greater than a five percent (5%) change in compensation in a calendar year without Town Commission approval; and

WHEREAS, the Town Commission now desires to formalize the terms and conditions of Ms. McCready's service as Acting Town Manager, including her compensation, in accordance with the Interim Employment Agreement, in substantially the form attached hereto as Exhibit "A"; and

WHEREAS, the Town Commission finds that it is in the best interest and welfare of the Town and its residents to approve the Interim Employment Agreement and to proceed as indicated in this Resolution.

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

Section 1. Recitals Adopted. The above-stated recitals are hereby adopted, confirmed, and incorporated herein.

Section 2. Acting Town Manager Appointed. The Town Commission hereby appoints Sandra N. McCready, MMC as Acting Town Manager of the Town of Surfside, effective as of August 13, 2026 at 5:01 pm, to serve in that capacity, which may be in addition to her duties as Town Clerk, until the Town Commission appoints a permanent Town Manager or as otherwise provided in the Interim Employment Agreement and in accordance with the Town Charter.

Section 3. Approval of Interim Employment Agreement. The Interim Employment Agreement between Sandra N. McCready, MMC and the Town, substantially in the form attached hereto as Exhibit "A" is hereby approved, subject to final form and substance as approved by the Town Mayor and Town Attorney.

Section 4. Implementation. The Mayor is hereby authorized to execute the Interim Employment Agreement and take any and all necessary or further action to execute and implement the Interim Employment Agreement and the purposes of this Resolution.

Section 5. Effective Date. This Resolution is effective immediately upon adoption.

PASSED AND ADOPTED this 3rd day of September, 2026.

Motion By: _____

Second By: _____

FINAL VOTE ON ADOPTION

Commissioner Andrea Travani _____

Commissioner Gerardo Vildostegui _____

Commissioner Dovid Weingot _____

Vice Mayor Dayana Benmergui _____

Mayor Shlomo Danzinger _____

ATTEST:

_____ _____

Sandra McCready, MMC Shlomo Danzinger

Town Clerk Mayor

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

INTERIM EMPLOYMENT AGREEMENT
ACTING TOWN MANAGER

This Interim Employment Agreement ("Agreement") is made and entered into this 11th day of August 2026, between the Town of Surfside, a Florida municipal corporation (the "Town"), and Sandra N. McCready, MMC ("McCready" or "Acting Town Manager").

RECITALS

WHEREAS, Article III, Section 35 of the Town Charter (the "Charter") designates the Town Manager as the chief executive officer and the head of the administrative branch of the Town government; and

WHEREAS, Article II, Section 11(1) of the Charter empowers the Town Commission of the Town of Surfside (the "Town Commission") to appoint and remove the Town Manager; and

WHEREAS, Section 12 of the Charter authorizes the Town Commission to appoint an Acting Town Manager in the event of the absence, illness, death, discharge, or resignation of the Town Manager; and

WHEREAS, McCready currently serves the Town as Town Clerk and holds the designation of Master Municipal Clerk; and

WHEREAS, McCready previously served the Town as Acting Town Manager from October 22, 2025 through October 30, 2025; and

WHEREAS, the Town Commission appointed McCready as Acting Town Manager on May 19, 2026, by motion ; and

WHEREAS, McCready may continue to serve as Town Clerk and to perform all of the duties of that position while serving as Acting Town Manager; and

WHEREAS, McCready represents that she has the expertise and skills to serve as Acting Town Manager; and

WHEREAS, the Town desires to employ the services of McCready as Acting Town Manager and McCready wishes to accept such employment.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement, the parties agree as follows:

Section 1. Recitals

The above and foregoing recitals are true and correct and are incorporated herein by this reference.

Section 2. Appointment; Dual Role

2.1 The Town appoints McCready as Acting Town Manager of the Town of Surfside, subject to the terms and conditions set forth in this Agreement.

2.2 McCready may continue to hold the position of Town Clerk throughout the Term (as defined in Section 5.2) and may continue to perform all of the duties of that position, including her duties as the Town's custodian of public records under Chapter 119, Florida

Statutes. McCready does not vacate, resign, or relinquish the position of Town Clerk by entering into this Agreement or by serving as Acting Town Manager.

2.3 McCready may designate the Deputy Town Clerk or another qualified Town employee to perform the day-to-day functions of the Town Clerk's office during the Term. Such designation does not relieve McCready of the duties of Town Clerk.

2.4 In all instances other than an emergency where prior notice and approval is not feasible, McCready will not be absent or take leave of more than five (5) consecutive business days without prior written notice to and approval of the Mayor or the Mayor's designee. Prior to any such leave, McCready will notify the Town Commission who will perform the duties of Acting Town Manager and the duties of Town Clerk during that leave, and how she may be reached in case of an emergency.

Section 3. Duties as Acting Town Manager

3.1 The Acting Town Manager will have all powers and will perform all duties and responsibilities required by this Agreement and prescribed in the Charter, the applicable sections of the Town Code, and Florida law.

3.2 The Acting Town Manager will also perform such other duties and carry out such policy directives as determined by a majority of the Town Commission from time to time.

3.3 The Acting Town Manager will provide the Town Commission with a monthly report, which will include a list of directives from the Town Commission and the status of achievement of the same. The report will be included in the monthly Commission Agenda Package.

3.4 The Acting Town Manager will attend all Town Commission meetings unless excused by the Town Commission. She will also attend the Town's Planning and Zoning Board meetings, Resort Tax Board meetings, and Pension Board meetings. In addition, she will attend other standing and ad hoc committee meetings and other meetings as appropriate to fulfill her duties as Acting Town Manager unless a conflict precludes her attendance. Except for Town Commission meetings, the Acting Town Manager may assign a designee to attend certain meetings if she is unavailable.

3.5 The Acting Town Manager will be available to confer or meet with the Mayor, Vice Mayor, and Commissioners, as requested and as needed.

Section 4. Reporting and Evaluation

4.1 During the Term, McCready reports directly to the Town Commission with respect to both the position of Acting Town Manager and the position of Town Clerk.

4.2 The Town Commission will evaluate McCready's performance as Acting Town Manager at such times and in such format as a majority of the Town Commission determines.

4.3 Upon expiration or termination of the Term, McCready again reports to the Town Manager with respect to the position of Town Clerk.

Section 5. Term

5.1 The effective date of this Agreement is August 13, 2026 at 5:01pm (the "Effective Date").

5.2 The term of this Agreement begins on the Effective Date and ends on the earliest of (i) the date a permanent Town Manager appointed by the Town Commission assumes the duties of that office, (ii) the date the Town Commission terminates this Agreement as provided in Section 9, or (iii) the effective date of McCready's resignation from the position of Acting Town Manager under Section 9.2 (the "Term").

5.3 This appointment is temporary. Nothing in this Agreement entitles McCready to appointment as the permanent Town Manager or creates any expectation of continued service as Acting Town Manager beyond the Term.

5.4 Section 12 of the Charter provides that, within ninety (90) days after the appointment of an Acting Town Manager, the Town Commission must appoint either a permanent Town Manager or an Acting Town Manager. Nothing in this Agreement limits, restricts, or otherwise interferes with the Town Commission's authority or obligation to do so.

Section 6. Compensation

6.1 McCready's annual base salary as Town Clerk is $163,758.40 (the "Town Clerk Salary") which is $13,646.53 per month. The Town Clerk Salary continues without interruption during the Term.

6.2 Pursuant to Resolution 2025-3379, the previous Town Manager was compensated at a rate of $250,000 per year or $20,833.33 per month. During the Term, the Town will pay McCready a temporary salary differential in the amount of $7,186.80 per month (the "Acting Town Manager Differential"), so that McCready's total compensation during the Term equals the monthly compensation the Town paid the previous Town Manager.

6.3 The Acting Town Manager Differential is payable in equal installments in accordance with the Town's existing pay periods and is prorated for any partial pay period.

6.4 The Acting Town Manager Differential is temporary additional compensation paid solely for the additional duties McCready performs as Acting Town Manager. It is not an increase to the Town Clerk Salary. Upon expiration or termination of the Term, the Acting Town Manager Differential ends and McCready will continue to receive the Town Clerk Salary.

6.5 The Acting Town Manager Differential is not included in the rate used to calculate the payout of accrued annual leave or accrued sick leave under the Town's Personnel Policies and Procedures Manual. Any such payout will be calculated using the Town Clerk Salary.

6.6 Section 6.5 states the parties' understanding of the Town Code and the Town's Personnel Policies and Procedures Manual as of the Effective Date. In the event of a conflict, the Town Code, the Town's Retirement Plan documents, and the Town's Personnel Policies and Procedures Manual control.

Section 7. Benefits

7.1 During the Term, McCready continues to receive all benefits to which she is entitled as Town Clerk, including holidays, annual leave, sick leave, health insurance, life insurance, and Retirement Plan participation, on the same terms applicable to her immediately before the Effective Date. Her accrual rates and leave balances are not affected by this Agreement.

7.2 Except as expressly provided in this Agreement, McCready is not entitled to any additional salary, benefit, allowance, or reimbursement by reason of her service as Acting Town Manager.

7.3 The Town will pay the customary professional dues and subscriptions necessary for McCready's participation in the ICMA/MissionSquare, the FCCMA, and the IIMC, as approved in the Town's annual budget.

7.4 The Town, through its Controller, will pay reasonable non-personal job-related expenses incurred by McCready as part of her duties. Such payments will be made on a reimbursement basis, based upon actual receipts and expense vouchers.

Section 8. Town Equipment

The Town will provide McCready with a cellular telephone, laptop, and related equipment. All communications related to Town business will be conducted solely through such equipment. All such equipment remains Town property at all times and must be returned upon expiration or termination of the Term.

Section 9. Termination; Continuation as Town Clerk

9.1 In accordance with the Charter, the Acting Town Manager serves at the pleasure of the Town Commission. Nothing in this Agreement prevents, limits, or otherwise interferes with the right of the Town Commission to terminate the services of the Acting Town Manager at any time and for any reason, with or without cause, during a Regular or Special Town Commission meeting.

9.2 McCready may resign the position of Acting Town Manager upon thirty (30) days' advance written notice to the Town Commission, unless the parties agree in writing to a different period of time.

9.3 Upon expiration or termination of the Term for any reason, McCready continues in her position as Town Clerk at the Town Clerk Salary, with no reduction in salary, benefits, seniority, or accrued leave, and the Town has no further obligation to McCready under this Agreement.

9.4 Termination of this Agreement, or of McCready's service as Acting Town Manager, is not a termination of her employment with the Town and does not constitute discipline; an adverse employment action; or a basis for reduction or modification of her compensation, benefit, seniority, accrued leave, or other rights associated with her position as Town Clerk. Nothing in this Agreement alters the terms and conditions of McCready's employment as Town Clerk, or the rights of the Town with respect to that position under the Town Code and the Town's personnel policies.

9.5 When this Agreement ends and McCready continues in her position as Town Clerk, her base Town Clerk salary will include any merit/cola increase and any other benefits that the Town provides to all employees during the term of this Agreement.

Section 10. Days

Unless otherwise specified, any reference to days in this Agreement means calendar days.

Section 11. Bonds

The Town will pay the cost of any bonds for the Acting Town Manager required by Florida law or the Charter.

Section 12. Indemnification

12.1 The Town will indemnify McCready against any tort, professional liability claim, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring during the performance of her duties as Acting Town Manager or as Town Clerk. This provision does not apply to acts or omissions committed while acting outside the course and scope of her employment, committed in bad faith or with malicious purpose, or committed in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

12.2 The Town's obligations under this Section are subject to Section 768.28, Florida Statutes and to Section 2-27 of the Town Code, and are otherwise limited as provided by law. Nothing in this Section waives, extends, or alters the Town's sovereign immunity or the limits of liability under Section 768.28, Florida Statutes. This Section survives expiration or termination of the Term as to liabilities incurred during the Term.

Section 13. Compliance with Law

In carrying out her duties under this Agreement, McCready will comply with any and all applicable laws, ordinances, rules, and regulations, including the Charter, the Town Code, the Code of Miami-Dade County, the laws of the State of Florida, and federal law.

Section 14. Miscellaneous Provisions

14.1 Complete Agreement: It is understood and agreed that this document incorporates and includes any and all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein, and that 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, no deviation from the terms hereof may be predicated upon any prior representations or agreements, whether oral or written.

14.2 Amendment: No modification, amendment, or alteration in the terms or conditions contained herein is effective unless contained in a written document executed with the same formality and with equal dignity herewith.

14.3 No Waiver: The waiver by either party of a breach of any provision of this Agreement by the other does not operate as, and must not be construed as, a waiver of any subsequent breach by that party.

14.4 Severability: If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, illegal, invalid, or unenforceable, the remainder of this Agreement, or portions thereof, is not affected and remains in full force and effect.

14.5 Non-Assignment: The rights and obligations granted in this Agreement are personal in nature and cannot be transferred or assigned by McCready.

14.6 Governing Law: Florida law governs this Agreement. Any litigation arising from this Agreement must be filed and litigated in the Circuit Court in and for Miami-Dade County, Florida, or, if in federal court, in the United States District Court for the Southern District of Florida.

14.7 Notice: Notice to either party is deemed given if sent by certified mail, return receipt requested, by recognized public or private postal facilities, by hand delivery, or delivered at a Town Commission meeting. Notice must be sent as follows:

For the Town: Shlomo Danzinger, Mayor
Town of Surfside
9293 Harding Avenue
Surfside, Florida 33154
(305) 861-4863

With a copy to: Stephen J. Helfman, Esq.
Town Attorney
Town of Surfside
9293 Harding Avenue

Surfside, Florida 33154
(305) 861-4863

For McCready: Sandra N. McCready, MMC
Town Clerk and Acting Town Manager
Town of Surfside
9293 Harding Avenue
Surfside, Florida 33154
(305) 861-4863

Section 15. Waiver of Jury Trial

BOTH THE TOWN AND MCCREADY KNOWINGLY, VOLUNTARILY, AND IRREVOCABLY WAIVE THEIR RIGHT TO A TRIAL BY JURY IN ANY CIVIL PROCEEDING THAT MAY BE INITIATED BY EITHER PARTY WITH RESPECT TO ANY TERM OR CONDITION OF THIS AGREEMENT.

REMAINDER OF THIS PAGE LEFT BLANK. SIGNATURE PAGE FOLLOWS.

IN WITNESS WHEREOF, the Town, by signature of the Mayor, as authorized by the Town Commission in accordance with Resolution No. 2026-_____ adopted on September 3, 2026, has executed this Agreement the day and year indicated below.

TOWN OF SURFSIDE

ACTING TOWN MANAGER

By:

_____ _____

Mayor Shlomo Danzinger Sandra N. McCready, MMC

Date: _____ Date: _____

ATTEST:

_____

Genesis Guevara
Deputy Town Clerk, Town of Surfside

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:

_____

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

MEMORANDUM

ITEM NO. 4A1.

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

From: Stephen Helfman, Town Attorney

Date: September 3, 2026

Subject: **Rescission/modification of Ordinance 2026-1804 Amending Chapter 90-Zoning, Article II of the Code to Require Planning and Zoning Board Advice on Municipal Projects**

To adopt the attached ordinance on second reading.

The attached ordinance will repeal Ordinance No. 2026-1804. Town Commission adopted the ordinance on first reading on August 6, 2026. The Town's Planning and Zoning Board during their August 27, 2026, meeting recommended the following amendments:

Section 90-18. Design Review

The design review process is set forth as follows:

(a) Design review process.

(1) Purpose. This section is intended to promote excellence in architectural and urban design; preservation of the town's historic and architectural and neighborhood character; and desirable urban growth and development. To implement this goal, the planning and zoning board shall review and evaluate applications as to whether the design of new developments and/or improvements within the town are consistent with and in conformance with the design guidelines set forth in the Town Code. The design guidelines are attached thereto as Exhibit A [at the end of this chapter] provided that the town commission may amend said guidelines from time to time via resolution. The guidelines as amended, shall govern and be applied as fully set forth herein.

(2) Design review procedure:

a. All applications for new developments or improvements that are subject to the town's adopted design guidelines shall be referred to the planning and zoning board for review and consideration.

1. The board shall review each application whether for development of single-family,

multifamily, commercial, ~~municipal structures~~ or other districts for conformity with the town's adopted design guidelines and approve, approve with conditions, or disapprove the design review application. With regard to the design review process, no applicant shall be required to appear before the board more than twice per application.

2. Meetings held by the board for review and recommendations of applications shall be arranged to permit participation by the person or group making the application or request and representatives of such person or group, if desired. Architectural plans and drawings of the building facades, lists of finish materials and other information necessary to provide adequate insight into the proposed development/improvement shall be provided to the board by the person or group making the proposal or request.
3. ~~The town manager shall seek the planning and zoning board's advice on any new municipal construction (for example signage, lighting, pergolas, benches and "street furniture") that involves a design component.~~ The Commission may, at its discretion, request that the Planning and Zoning Board review major municipal projects at appropriate intervals. A formal directive from the Commission is not required. The Town Manager shall seek the Planning and Zoning Board's advice and review of such projects, provided doing so does not interfere with the Commission's scheduled or anticipated review of the project.

(i) Major projects include important municipal buildings and public-facing town-wide or district-wide improvements, such as signs and lighting.

(ii) Appropriate intervals should align with early design milestones, such as schematic design.

(3) Design review application fees are set forth in the town designated fee schedule.

(4) Design review applications which are made in conjunction with other development approval applications may be reviewed and considered concurrently with related development approval applications.

Ordinance Repealing Ordinance No. 2026-1804 Zoning

ORDINANCE NO. 2026 - _____

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA REPEALING ORDINANCE NO. 2026-1804 IN ITS ENTIRETY RELATING TO PLANNING & ZONING BOARD POWERS; PROVIDING FOR REINSTATEMENT OF THE TOWN CODE TO ITS PREVIOUS VERSION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION AND INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, Section 22 of the Town of Surfside ("Town") Code and Fla. Stat. §166.041 set forth the procedure for the adoption of ordinances and amending ordinances; and

WHEREAS, the Town Commission seeks to repeal Ordinance No. 2026-1804 ("Ordinance 2026") in its entirety relating to Chapter 90 "Zoning", Article II "Administration and Enforcement", Division 1 "Planning and Zoning Board", Section 90-18 "Design Review" in the Town Code, providing for Planning & Zoning Board review of new municipal construction; and

WHEREAS, the Town Commission finds it necessary to repeal the 2026 Ordinance in its entirety, as shown in Exhibit "A," and reinstate the applicable provisions of the Town Code to their previous version; and

WHEREAS, the Town Commission held its first public hearing on August 6, 2026, and approved the repeal of the 2026 Ordinance, having complied with the notice requirements in Florida Statutes; and

WHEREAS, on _____, 2026, the Planning and Zoning Board reviewed this Ordinance and voted to recommend _____ to the Town Commission; and

WHEREAS, the Town Commission held its second public hearing on _____ 2026, and approved the repeal of the 2026 Ordinance, having complied with the notice requirements in Florida Statutes; and

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

NOW, THEREFORE, **BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA:**

Section 1. Recitals. The foregoing Recitals are true and correct and are incorporated herein by this reference:

Section 2. Ordinance No. 2026-1804 Repealed; Previous Town Code Reinstated. Ordinance No. 2026-1804 relating to Chapter 90 "Zoning", Article II "Administration and Enforcement", Division 1 "Planning and Zoning Board", Section 90-18 "Design Review," in the Town Code, is hereby repealed in its entirety and the previous applicable provisions of the Town Code are reinstated to their previous version, as shown in Exhibit "A."

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

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

Section 5. Conflicts. Any and all ordinances and resolutions or parts of ordinances or resolutions in conflict herewith are hereby repealed.

Section 6. Effective Date. This ordinance shall become effective upon adoption on second reading**.**

PASSED on first reading on the _____ day of _____ 2026.

PASSED AND ADOPTED on second reading on the _____ day of _____ 2026.

First Reading:
Motion by: _____
Second by: _____

Second Reading:
Motion by: _____
Second by: _____

FINAL VOTE ON ADOPTION

Commissioner Andrea Travani	____
Commissioner Gerardo Vildostegui	____
Commissioner David Weingot	____
Vice Mayor Dayana Benmergui	____
Mayor Shlomo Danzinger	____

_____
Shlomo Danzinger
Mayor

ATTEST:

_____
Sandra N. McCready, MMC
Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE BENEFIT OF THE TOWN OF SURFSIDE ONLY:

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

EXHIBIT A

Sec. 90-18. Design review.

The design review process is set forth as follows:

(a) *Design review process.*

(1) *Purpose.* This section is intended to promote excellence in architectural and urban design; preservation of the town's historic and architectural and neighborhood character; and desirable urban growth and development. To implement this goal, the planning and zoning board shall review and evaluate applications as to whether the design of new developments and/or improvements within the town are consistent with and in conformance with the design guidelines set forth in the Town Code. The design guidelines are attached thereto as Exhibit A [at the end of this chapter] provided that the town commission may amend said guidelines from time to time via resolution. The guidelines as amended, shall govern and be applied as fully set forth herein.

(2) *Design review procedure:*

a. All applications for new developments or improvements that are subject to the town's adopted design guidelines shall be referred to the planning and zoning board for review and consideration.

b. The board shall review each application whether for development of single-family, multifamily, commercial, ~~municipal structures,~~ or other districts for conformity with the town's adopted design guidelines and approve, approve with conditions, or disapprove the design review application. With regard to the design review process, no applicant shall be required to appear before the board more than twice per application.

c. Meetings held by the board for review and recommendations of applications shall be arranged to permit participation by the person or group making the application or request and representatives of such person or group, if desired. Architectural plans and drawings of the building facades, lists of finish materials and other information necessary to provide adequate insight into the proposed development/improvement shall be provided to the board by the person or group making the proposal or request.

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.

The text being repealed as shown in Exhibit "A" was not included in this Ordinance's first reading, and therefore, all text in Exhibit "A" is highlighted, ~~double stricken~~ were text is repealed and deleted, and double underlined where text is added.

~~d. The Town Manager shall seek the Planning and Zoning Board's advice on any new municipal construction (for example signage, lighting, pergolas, benches, and "street furniture") that involves a design component.~~

(3) Design review application fees are set forth in the town designated fee schedule.

(4) Design review applications which are made in conjunction with other development approval applications may be reviewed and considered concurrently with related development approval applications.

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.

The text being repealed as shown in Exhibit "A" was not included in this Ordinance's first reading, and therefore, all text in Exhibit "A" is highlighted, ~~double stricken~~ were text is repealed and deleted, and double underlined where text is added.

MEMORANDUM

ITEM NO. 5A.

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

From: Sandra N. McCready, Acting Town Manager

Date: September 3, 2026

Subject: **PUBLIC HEARING**

Annual Rate Resolution for Solid Waste Management Services

Approval of fiscal year 2027 Solid Waste Special Assessment rate of $400.00 per Dwelling Unit.

This Annul Rate Resolution re-imposes the solid waste assessment at $400 per residential dwelling unit for the fiscal year beginning October 1, 2026. The Commission adopted this rate in September 2025 as part of the FY2025/2026 budget. The $400 rate reflects the maximum assessment cap established in the 2018 Solid Waste Assessment Ordinance. The rate remains unchanged, and funds collection, disposal, and recycling services are provided for approximately 1,170 residential dwelling units. Projected budget for FY2026/2027 is approximately $468,000, accounting for the discounts allowed from November to February by state statute.

The Town's actual cost of providing residential solid waste services exceeds current revenues. The Commission directed staff to conduct a rate study for water, wastewater, and solid waste services. That study is underway, but will not be completed in time to meet the notification requirements under state statute. Once finalized, the Town will recommend a new multi-year rate structure for Commission consideration in the FY2027/2028 budget.

The Town's disposal costs adjust annually based on the Consumer Price Index. Commercial solid waste rates for condos, multi-family units, and other properties remain unchanged and support the cost of residential services.

Resolution No. 2026-3540 Preliminary Rate for Solid Waste Management Services

Annual Rate Resolutioin - Residential Solid Waste FY 2027

TOWN OF SURFSIDE, FLORIDA

PRELIMINARY RATE RESOLUTION FOR SOLID WASTE MANAGEMENT SERVICES

ADOPTED July 16, 2026

RESOLUTION NO. 2026- 3540

A RESOLUTION OF THE TOWN OF SURFSIDE, FLORIDA, RELATING TO SOLID WASTE MANAGEMENT SERVICES, INCLUDING COLLECTION, DISPOSAL AND RECYCLING OF RESIDENTIAL SOLID WASTE IN THE TOWN OF SURFSIDE, FLORIDA; ESTABLISHING THE ESTIMATED ASSESSMENT RATE FOR SOLID WASTE SERVICE ASSESSMENTS AGAINST ASSESSED PROPERTY LOCATED WITHIN THE TOWN OF SURFSIDE, FLORIDA, FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2026; DIRECTING THE PREPARATION OF AN UPDATED ASSESSMENT ROLL; AUTHORIZING A PUBLIC HEARING AND DIRECTING THE PROVISION OF NOTICE THEREOF; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Commission (the "Commission") of the Town of Surfside, Florida (the "Town"), has enacted Ordinance No. 2018-1687 (the "Ordinance"), which authorizes the annual reimposition of annual Solid Waste Service Assessments for Solid Waste collection, disposal and recycling services for Residential Property and certain Assessed Property within the Town; and

WHEREAS, the imposition of a Solid Waste Service Assessment for Solid Waste collection, disposal and recycling services for each Fiscal Year is an equitable and efficient method of allocating and apportioning Solid Waste Costs among parcels of Assessed Property; and

WHEREAS, the Commission desires to reimpose an annual Solid Waste Service Assessment for collection, disposal and recycling services, through an assessment program within the Town, using the tax bill collection method for the Fiscal Year beginning on October 1, 2026.

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

SECTION 1. AUTHORITY. This Resolution is adopted pursuant to the provisions of the Solid Waste Management Services Assessment Ordinance (Ordinance No. 2018-1687), the Initial Assessment Resolution (Resolution No. 2018-2524), the Final Assessment Resolution (Resolution No. 2018-2534), Sections 166.021 and 166.041, Florida Statutes, and other applicable provisions of law.

SECTION 2. PURPOSE AND DEFINITIONS. This resolution constitutes the Preliminary Rate Resolution as defined in the Ordinance which initiates the annual process for updating the Assessment Roll and directs the reimposition of Solid Waste Service Assessments for the Fiscal Year beginning October 1, 2026. All capitalized words and terms not otherwise defined herein shall have the meanings set forth in the Ordinance, the Initial Assessment Resolution and the Final Assessment Resolution. Unless the context indicates otherwise, words imparting the singular number, include the plural number, and vice versa.

SECTION 3. PROVISION AND FUNDING OF SOLID WASTE SERVICES.

(A) Upon the imposition of Solid Waste Service Assessments for Solid Waste collection, disposal and recycling services against Assessed Property located within the Town, the Town shall provide Solid Waste collection, disposal and recycling services to such Assessed Property.

(B) It is hereby ascertained, determined, and declared that each parcel of Assessed Property will be benefited by the Town's provision of Solid Waste

Management Services in an amount not less than the Solid Waste Service Assessment imposed against such parcel, computed in the manner set forth in this Preliminary Rate Resolution.

SECTION 4. LEGISLATIVE DETERMINATIONS OF SPECIAL BENEFIT AND FAIR APPORTIONMENT. The legislative determinations of special benefit and fair apportionment embodied in the Ordinance, the Initial Assessment Resolution and the Final Assessment Resolution are affirmed and incorporated herein by reference.

SECTION 5. ESTABLISHMENT OF ANNUAL SOLID WASTE SERVICE ASSESSMENT RATE.

(A) For the Fiscal Year beginning October 1, 2026, for which Solid Waste Service Assessments for Solid Waste collection, disposal, and recycling services are to be reimposed, the Solid Waste Cost shall be allocated among all parcels of Assessed Property, based upon the methodology and procedures set forth in the Ordinance. The total Solid Waste Cost for the Fiscal Year beginning October 1, 2026 is estimated to be $468,000. Accordingly, a rate of assessment equal to $400.00 for each of the 1,170 Dwelling Units for solid waste management services, including collection, disposal, and recycling services is hereby approved for the Fiscal Year beginning October 1, 2026.

(B) In accordance with Section 2.08 of the Ordinance, a maximum assessment rate of $400.00 per Dwelling Unit for solid waste collection, disposal and recycling services was approved for the Fiscal Year beginning October 1, 2019, and future fiscal years.

(C) The Town Manager is hereby directed to prepare, or cause to be prepared, an updated Assessment Roll for the Fiscal Year beginning October 1, 2026, in the manner provided in the Ordinance. Such updated Assessment Roll shall contain the following: (1) a summary description of all Assessed Property within the Town conforming to the description contained on the Tax Roll, (2) the name and address of the Owner of record of each parcel as shown on the Tax Roll, and (3) the amount of the Solid Waste Service Assessment attributable to each Dwelling Unit for Solid Waste collection, disposal, and recycling services.

(D) A copy of this Preliminary Rate Resolution, the Ordinance, the Initial Assessment Resolution, the Final Assessment Resolution and the updated Assessment Roll is maintained on file in the office of the Town Clerk and open to public inspection, except that portion of the assessment roll which are maintained "confidential" with Florida statutes. The foregoing shall not be construed to require that the updated Assessment Roll be in printed form if the amount of the Solid Waste Service Assessment for each parcel of property can be determined by use of a computer database available to the public.

(E) The Solid Waste Service Assessment for each parcel of Assessed Property shall be computed by multiplying the assessment rate by the number of Dwelling Units on such parcel.

(F) It is hereby ascertained, determined, and declared that the foregoing method of determining the Solid Waste Service Assessments for Solid Waste collection,

disposal and recycling services is a fair and reasonable method of apportioning the Solid Waste Cost therefore among parcels of Assessed Property.

SECTION 6. AUTHORIZATION OF PUBLIC HEARING. There is hereby established a public hearing to be held at 7:00 p.m., on September 3, 2026, at Town of Surfside Town Hall, Commission Chambers, 9293 Harding Avenue, Surfside, Florida 33154, for the purpose of (A) receiving and considering any comments on the Solid Waste Service Assessments from affected property owners and (B) authorizing the reimposition of such Solid Waste Service Assessments for Solid Waste collection, disposal, and recycling services for the Fiscal Year beginning October 1, 2026, and collecting such assessments on the same bill as ad valorem taxes.

SECTION 7. NOTICE BY PUBLICATION. The Town Manager shall publish a notice, as required by Section 2.04 of the Ordinance, in substantially the form attached hereto as Appendix A. Such notice shall be published no later than August 14, 2026, in a newspaper generally circulated in Miami-Dade County.

SECTION 8. NOTICE BY MAIL. The Town Manager shall provide notice by first class mail to the Owner of each parcel of Assessed Property which has been reclassified or issued a new Certificate of Occupancy (C.O.) pursuant to a building permit for a Dwelling Unit that was not included on the Assessment Roll approved for the prior fiscal year, and in the event circumstances described in Section 2.08(F) of the Ordinance so require. Such notice shall be in substantially the form attached hereto as Appendix B. Such notices shall be mailed not later than August 14, 2026.

SECTION 9. EFFECTIVE DATE. This Preliminary Rate Resolution shall take effect immediately upon its passage and adoption.

PASSED, ADOPTED AND APPROVED THIS 16th day of July, 2026.

Motion By: Vice Mayor Benmergui
Second By: Commissioner Weingot

FINAL VOTE ON ADOPTION

Commissioner Andrea Travani	Yes
Commissioner Gerardo Vildostegui	Yes
Commissioner David Weingot	Yes
Vice Mayor Dayana Benmergui	Yes
Mayor Shlomo Danzinger	Yes

Shlomo Danzinger, Mayor

Attest:

Sandra N. McCready, MMC
Town Clerk

TOWN OF SURFSIDE INCORPORATED SEAL 1935 DADE COUNTY, FLA.

Approved as to Form and Legal Sufficiency:

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

APPENDIX A

FORM OF NOTICE TO BE PUBLISHED

To Be Published by August 14, 2026
NOTICE OF HEARING TO REIMPOSE AND PROVIDE FOR COLLECTION OF SOLID WASTE SERVICE SPECIAL ASSESSMENTS

Notice is hereby given that the Town Commission of the Town of Surfside, Florida will conduct a public hearing to consider reimposing solid waste service assessments for the Fiscal Year beginning October 1, 2026, against certain improved residential properties located within the incorporated area of the Town, to fund the cost of solid waste collection, disposal, and recycling services provided to such properties and to authorize collection of such assessments on the tax bill.

The public hearing will be held at 7:00 p.m., on September 3, 2026, at Town of Surfside Town Hall Commission Chambers, 9293 Harding Avenue, Surfside, Florida, for the purpose of receiving public comment on the proposed assessments. All affected property owners have a right to appear at the hearing and to file written objections with the Town Commission within 20 calendar days of the date of this notice. If a person decides to appeal any decision made by the Town Commission with respect to any matter considered at the hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the Town Clerk at (305) 861-4863, Ext. 226, at least 7 days prior to the date of the hearing.

The total annual solid waste assessment revenue to be collected within the Town of Surfside for the upcoming fiscal year is estimated to be $468,000. The rate of assessment for the upcoming fiscal year shall be $400.00 per Dwelling Unit. The

maximum rate of assessment that can be imposed in the fiscal year commencing October 1, 2019, and future fiscal years shall be $400.00 per Dwelling Unit. Copies of the Solid Waste Management Services Assessment Ordinance (Ordinance No. 2018-1687), the Initial Assessment Resolution (Resolution No. 2018-2524), the Final Assessment Resolution (Resolution No. 2018-2534), the Preliminary Rate Resolution initiating the annual process of updating the Assessment Roll and reimposing the Solid Waste Service Assessments, and the updated Assessment Roll for the upcoming fiscal year are available for inspection at the Town Clerk's office, located at 9293 Harding Avenue, Surfside, Florida.

If you have any questions, please contact the Town at (305) 861-4863, Ext. 226, Monday through Friday between 8:00 a.m. and 5:00 p.m.

The assessments will be collected on the ad valorem tax bill to be mailed in November 2026, as authorized by section 197.3632, Florida Statutes. Failure to pay the assessments will cause a tax certificate to be issued against the property which may result in a loss of title.

TOWN COMMISSION OF
TOWN OF SURFSIDE, FLORIDA

APPENDIX B

FORM OF NOTICE TO BE MAILED

* * * * * NOTICE TO PROPERTY OWNER * * * * *

Town of Surfside
9293 Harding Avenue
Surfside, Florida 33154

TOWN OF SURFSIDE, FLORIDA
NOTICE OF HEARING TO IMPOSE AND PROVIDE FOR COLLECTION OF NON-AD VALOREM ASSESSMENTS

NOTICE DATE: August __, 2026

Owner
Address
City, State Zip

Sequence #
Tax Parcel #
Legal Description:

As required by section 197.3632, Florida Statutes, and the direction of the Town Commission, notice is given by Town of Surfside, Florida, that annual assessments for solid waste services using the tax bill collection method, may be reimposed and levied on your property. The use of an annual special assessment to fund solid waste services benefiting improved property located within the Town of Surfside, Florida, in the past has proven to be fair, efficient and effective. The total annual solid waste assessment revenue to be collected within the Town of Surfside, Florida is estimated to be $468,000.00. The annual solid waste service assessment is based on the number of residential dwelling units contained on each parcel of property.

The following is a summary of the non-ad valorem special assessments being reimposed on the above parcel for the fiscal year beginning October 1, 2026.

The above parcel is subject to the solid waste service assessment:

The total number of residential dwelling units on the above parcel is _____.

The annual solid waste service assessment for the above parcel is $ _____ ($400.00) for each residential dwelling unit) for fiscal year commencing October 1, 2026.

The maximum annual solid waste service assessment for the above parcel is $_____ ($400.00 for each residential dwelling unit) for the Town's fiscal year commencing October 1, 2026, and each fiscal year thereafter.

A public hearing will be held at 7:00 p.m., on September _3_, 2026, Town of Surfside, Town Hall, Commission Chambers, 9293 Harding Avenue, Surfside, Florida, for the purpose of receiving public comment on the proposed assessments. All owners of improved property within the Town were mailed individual notices similar to this one when the assessments were first imposed. Subsequently, only owners of reclassified property which resulted in an increased assessment, or owners of property not included on the prior year's assessment roll will receive updated mailed notice in addition to the annual published notice. You and all other affected property owners have a right to appear at the hearing and to file written objections with the Town Commission within 20 calendar days of the date of this notice. If you decide to appeal any decision made by the Town Commission with respect to any matter considered at the hearing, you will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the Town Clerk at (305) 861-4863, Ext. 226, at least seven (7) days prior to the date of the hearing.

Unless proper steps are initiated in a court of competent jurisdiction to secure relief within 20 days from the date of Town Commission action at the above hearing (including the method of apportionment, the rate of assessment, and the imposition of assessments), such action shall be the final adjudication of the issues presented.

Copies of the legal documentation for the assessment program are available for inspection at the Town Clerk's office, located at 9293 Harding Avenue, Surfside, Florida 33154.

The special assessment amount shown on this notice and the ad valorem taxes for the above parcel will be collected on the ad valorem tax bill mailed in November of each year that the assessment is imposed. Failure to pay the assessment will cause a tax certificate to be issued against the property which may result in a loss of title.

If there is a mistake on this notice, it will be corrected. If you have any questions, please contact the Town Finance Department at (305) 861-4863, Monday through Friday, between 9:00 a.m. and 5:00 p.m.

RESOLUTION NO. 2026- _____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, RELATING TO SOLID WASTE MANAGEMENT SERVICES, INCLUDING COLLECTION, DISPOSAL AND RECYCLING OF RESIDENTIAL SOLID WASTE IN THE TOWN OF SURFSIDE, FLORIDA; REIMPOSING SOLID WASTE SERVICE ASSESSMENTS AGAINST ASSESSED RESIDENTIAL PROPERTY LOCATED WITHIN THE TOWN OF SURFSIDE, FLORIDA, FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2026; APPROVING THE RATE OF ASSESSMENT; APPROVING THE ASSESSMENT ROLL; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Commission (the "Commission") of Town of Surfside, Florida (the "Town"), has enacted Ordinance No. 2018-1687 (the "Ordinance"), the Initial Assessment Resolution (Resolution No. 2018-2524), the Final Assessment Resolution (Resolution No. 2018-2534) (collectively, referred to as the “Assessment Resolutions”), which authorizes the imposition of annual Solid Waste Service Assessments for Solid Waste management services, including collection, disposal and recycling services, against certain residential Assessed Property within the Town;

WHEREAS, the imposition of a Solid Waste Service Assessment for Solid Waste management services, including collection, disposal and recycling services, in accordance with the methodology set forth in the Assessment Resolutions for each Fiscal Year is an equitable and efficient method of allocating and apportioning the Solid Waste Cost among parcels of Assessed Property;

WHEREAS, the Commission desires to reimpose an assessment for Solid Waste management services, including collection, disposal and recycling services or programs, within the Town using the tax bill collection method for the Fiscal Year beginning on October 1, 2026;

WHEREAS, the Commission, on July 16, 2026, adopted Resolution No. 2026-3540 (the "Preliminary Rate Resolution"), containing a brief and general description of the Solid Waste management services, including collection, disposal and recycling services, to be provided to Assessed Property, describing the method of apportioning the Solid Waste Cost to compute the Solid Waste Service Assessment for Solid Waste management services, including collection, disposal and recycling services or programs against Residential Property, designating a rate of assessment, and directing preparation of the Assessment Roll and provision of the notice required by the Ordinance;

WHEREAS, in order to reimpose Solid Waste Service Assessments for the Fiscal Year beginning October 1, 2026, the Ordinance requires the Town to adopt an Annual Rate Resolution during its budget adoption process for each Fiscal Year, which establishes the rate of assessment and approves the Assessment Roll for the upcoming Fiscal Year, with such amendments as the Commission deems appropriate, after hearing comments and objections of all interested parties;

WHEREAS, the updated Assessment Roll has heretofore been made available for inspection by the public, as required by the Ordinance;

WHEREAS, a public hearing was held on September 3, 2026, and comments and objections of all interested persons have been heard and considered as required by the terms of the Ordinance.

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

SECTION 1. AUTHORITY. This Resolution is adopted pursuant to the provisions of the Solid Waste Management Services Assessment Ordinance (Ordination No. 2018-1687), the Initial Assessment Resolution (Resolution No. 2018-2524), the Final

Assessment Resolution (Resolution No. 2018-2534), Sections 166.021 and 166.041, Florida Statutes; and other applicable provisions of law.

SECTION 2. DEFINITIONS AND INTERPRETATION. This Resolution constitutes the Annual Rate Resolution as defined in the Ordinance. All capitalized terms in this Resolution shall have the meanings defined in the Ordinance, the Initial Assessment Resolution, the Final Assessment Resolution and the Preliminary Rate Resolution.

SECTION 3. REIMPOSITION OF SOLID WASTE COLLECTION AND DISPOSAL ASSESSMENTS.

(A) The parcels of Assessed Property described in the Assessment Roll, which is hereby approved, are hereby found to be specially benefited by the provision of Solid Waste management services, including collection, disposal and recycling services, described in the Preliminary Rate Resolution in the amount of the Solid Waste Service Assessment set forth in the updated Assessment Roll, a copy of which was present at the above referenced public hearing and is incorporated herein by reference. It is hereby ascertained, determined and declared that each parcel of Assessed Property within the Town will be benefited by the Town's provision of Solid Waste management services, including collection, disposal and recycling services or programs, in an amount not less than the Solid Waste Service Assessment for such parcel, computed in the manner set forth in the Preliminary Rate Resolution. Adoption of this Annual Rate Resolution constitutes a legislative determination that all parcels assessed derive a special benefit, as set forth in the Ordinance, the Initial Assessment Resolution, the Final Assessment Resolution, and the Preliminary Rate Resolution, from the Solid Waste management services, including collection, disposal and recycling services, to be provided and a legislative determination that the Solid Waste Service Assessments are fairly and

reasonably apportioned among the Residential Properties that receive the special benefit as set forth in the Preliminary Rate Resolution.

(B) The method for computing Solid Waste Service Assessments described in the Preliminary Rate Resolution is hereby approved.

(C) For the Fiscal Year beginning October 1, 2026, the Solid Waste Cost as set out in the Preliminary Rate Resolution is $468,000.00 and shall be allocated among all parcels of Assessed Property, based upon each parcels' classification as Residential Property and the number of Dwelling Units for such parcels. An annual rate of assessment equal to $400.00 for solid waste collection, disposal and recycling services is hereby imposed for each of the 1,170 Dwelling Units. Solid Waste Service Assessments for Solid Waste management services, including collection, disposal and recycling services, in the amounts set forth in the Assessment Roll, as herein approved, are hereby levied and imposed on all parcels of Assessed Property described in the Assessment Roll.

(D) For future fiscal years, as authorized in Section 2.08 of the Ordinance, a maximum assessment rate of $400.00 per Dwelling Unit for solid waste management services, including collection, disposal and recycling services, is hereby approved. This amount can be imposed in future fiscal years without additional notice but is not required to be imposed.

(E) Any shortfall in the expected Solid Waste Service Assessment proceeds due to any reduction or exemption from payment of the Solid Waste Service Assessments required by law or authorized by the Town shall be supplemented by any legally available funds, or combination of such funds, and shall not be paid for by proceeds or funds derived from the Solid Waste Service Assessments.

(F) Such Solid Waste Service Assessments shall constitute a lien upon the Assessed Property so assessed equal in rank and dignity with the liens of all state, county,

district or municipal taxes and other non-ad valorem assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other liens, titles and claims, until paid. The lien for Solid Waste Service Assessments shall be deemed perfected upon adoption by the Town Commission of this Annual Rate Resolution. Upon perfection, the lien for Solid Waste Service Assessments collected under the Uniform Method of Collection Act, Section 197.3632, Florida Statutes, as amended shall attach to the property included on the roll as of the prior January 1, the lien date for ad valorem taxes.

(G) The Assessment Roll, as herein approved, shall be delivered to the Tax Collector for collection using the Uniform Method of Collection Act in the manner prescribed by the Ordinance. The Assessment Roll, as delivered to the Tax Collector, shall be accompanied by a Certificate to Non-Ad Valorem Assessment Roll in substantially the form attached hereto as Appendix A.

SECTION 4. CONFIRMATION OF PRELIMINARY RATE RESOLUTION. The Preliminary Rate Resolution is hereby confirmed.

SECTION 5. EFFECT OF ADOPTION OF RESOLUTION. The adoption of this Annual Rate Resolution shall be the final adjudication of the issues presented herein (including, but not limited to, the method of apportionment, the rate of assessment, the Assessment Roll and the levy and lien of the Solid Waste Service Assessments for Solid Waste collection and disposal services, facilities or programs) unless proper steps shall be initiated in a court of competent jurisdiction to secure relief within 20 days from the date of this Annual Rate Resolution.

SECTION 6. EFFECTIVE DATE. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED this 3rd day of September, 2026.

Motion by _____.
Second by _____.

FINAL VOTE ON ADOPTION

Commissioner Andrea Travani	____
Commissioner Gerardo Vildostegui	____
Commissioner David Weingot	____
Vice Mayor Dayana Benmergui	____
Mayor Shlomo Danzinger	____

_____
Shlomo Danzinger, Mayor

Attest:

_____
Sandra McCready, MMC
Town Clerk

Approved as to Form and Legal Sufficiency:

_____
Weiss Serota Helfman Cole + Bierman, P.L.
Town Attorney

APPENDIX A

FORM OF CERTIFICATE TO
NON-AD VALOREM ASSESSMENT ROLL

CERTIFICATE
TO
NON-AD VALOREM ASSESSMENT ROLL

I HEREBY CERTIFY that, I am the Mayor of Town of Surfside, Florida or the authorized agent of Town of Surfside, Florida (the "Town"); as such I have satisfied myself that all property included or includable on the non-ad valorem assessment roll for solid waste management services (the "Non-Ad Valorem Assessment Roll") for the Town is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

I FURTHER CERTIFY that, in accordance with the Uniform Assessment Collection Act, this certificate and the herein described Non-Ad Valorem Assessment Roll will be delivered to the Miami-Dade County Tax Collector on or prior to September 15, 2026.

IN WITNESS WHEREOF, I have subscribed this certificate and directed the same to be delivered to the Miami-Dade County Tax Collector and made part of the above described Non-Ad Valorem Assessment Roll this _____ day of _____, 2026.

TOWN OF SURFSIDE, FLORIDA

By:_____
Shlomo Danzinger, Mayor

[to be delivered to Tax Collector on or prior to September 15, 2026]

MEMORANDUM

ITEM NO. 5B.

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

From: Sandra N. McCready, Acting Town Manager

Date: September 3, 2026

Subject: **Communications Services Proposal**

The recommended proposal (PCG) presents three tiers. The $300,000 annual option is being recommended. It provides the crisis communications infrastructure requested by the Commission, the expanded video and content production necessary for meaningful engagement growth, and the tourism partnership capacity the Tourist Bureau needs. The two-way texting program PCG built for Aventura has become their fastest crisis notification channel, a capability Surfside should have. The $210,000 option covers the fundamentals but limits your ability to build sustained engagement. The $402,000 option adds resident research and additional video work that may not be essential in year one.

The three-year term with two one-year renewals provides stability while allowing flexibility as priorities shift. PCG's annual increases match your employee compensation structure, which is straightforward and defensible

During the June Commission retreat, the Commission discussed the need for expanded crisis communications capability, enhanced resident engagement, and support for tourism initiatives. In response to this direction, town administration sought proposals from qualified communications and public relations firms.

Proposals were received from **Public Communicators Group (PCG)** and **Sachs Media**. The Town also contacted **Zimmerman Advertising, David the Agency, and Jacober** ; however, proposals were not received from those firms.

The proposal submitted by PCG addresses the priorities identified by the Town Commission. PCG currently serves as the Agency of Record for the City of Aventura and has demonstrated

experience in social media growth, emergency preparedness and communications, and resident engagement. PCG also has experience with Florida municipal operations and proposes to coordinate directly with the Town Manager's Office on public communications, providing a centralized approach consistent with the Town's operational needs.

The attached proposals are presented for the Town Commission's review and consideration

Surfside Communications Proposal

Surfside Services Agreement

Sachs Media - Surfside Communications Proposal

Resolution Selecting Public Communicators Group - Comprehensive Marketing Communications Services

Exhibit A - Surfside Communications Proposal

PUBLIC COMMUNICATORS GROUP

COMMUNICATIONS. DATA. IMPACT.

Comprehensive Marketing & Communications Services

A proposal prepared for the Town of Surfside, Florida

AUGUST 2026

PREPARED FOR

Town of Surfside
Office of the Mayor & Town Commission
9293 Harding Avenue
Surfside, FL 33154

PREPARED BY

Public Communicators Group LLC
1000 Island Blvd, Suite 1404
Aventura, FL 33160
Evan Ross, Principal
(305) 331-6300
Evan@PublicCommunicators.com

PUBLIC COMMUNICATORS GROUP
COMMUNICATIONS. DATA. IMPACT.

August 10, 2026

The Honorable Shlomo Danzinger, Mayor
and Members of the Town Commission
Town of Surfside
9293 Harding Avenue
Surfside, FL 33154

Re: Proposal for Comprehensive Marketing and Communications Services

Dear Mayor Danzinger and Members of the Commission:

Thank you for the opportunity to present this proposal. Public Communicators Group (PCG) is a strategic communications and research firm, founded in 2011, that works for governments and organizations facing consequential public moments. We serve municipalities as a fully embedded extension of their in-house communications team rather than as an outside vendor.

The closest parallel to this proposal is our work for the City of Aventura, where we have served as Agency of Record since 2021. We manage the strategic, creative, digital, and media-relations work on the City's behalf. That work has taken Aventura's video views from 73,000 to 1.76 million and produced Florida's first two-way city texting program, a channel residents opt into by topic, reply to directly, and get an answer from a real person.

Surfside is one of South Florida's most distinctive oceanfront communities: small in footprint, with an engaged and internationally connected resident base, a steady flow of visitors, and a walkable business district that gives the Town its character. Residents expect accurate, plain-spoken information from the Town, and they expect it most during hurricane season, on building-safety and resiliency matters, and at other moments when clear communication is essential.

We propose to serve as an extension of the Town's communications team, working alongside your Communications Director, Tourist Bureau, and leadership to handle day-to-day communications and to stand ready for the moments that matter. To fit a range of budgets and priorities, we have outlined three options at $210,000, $300,000, and $402,000 per year. Each covers a different scope of services on the same contract terms. The pages that follow present them side by side, along with how we would work and the terms of the engagement.

We would be honored to partner with the Town of Surfside. I would lead this engagement personally and am available at (305) 331-6300 or Evan@PublicCommunicators.com to discuss how we can tailor this scope to the Commission's priorities.

Respectfully,

Evan Ross
Principal, Public Communicators Group LLC

About Public Communicators Group

Public Communicators Group LLC is a strategic communications and research firm founded in 2011 for governments, corporations, nonprofits, organizations, and individuals facing consequential public moments. We are led by practitioners who understand government, media, boardrooms, public meetings, and the pressure of getting the message right. We set the strategy, create the content, run the channels, and measure what changes.

Move public opinion. Earn public trust.

All six of our disciplines are in-house: public relations, crisis communications, content and social media, video production, photography, and public opinion research. Decisions happen faster that way, and every output serves the same objective. For the Town, it means one accountable partner instead of a general contractor coordinating subcontractors. The same firm that sets the message produces the video, runs the channel, answers the reporter, and measures the result.

We understand the realities of Florida municipal government: the pace of a Town Commission calendar, the obligations of Florida's Sunshine and public-records laws, the need to coordinate carefully with the Town Manager's office before anything goes public, the value of working in step with an in-house Communications Director and Tourist Bureau, and the expectation that every message reflect well on the community.

Our role as Agency of Record for the City of Aventura gives us present-day experience serving an affluent, service-oriented South Florida municipality with high resident expectations, much the same profile as Surfside. The section that follows covers that engagement in detail.

Our Work for the City of Aventura

Aventura is the closest parallel we have to this proposal. PCG has served as the City's Agency of Record since 2021, running the same range of work proposed here. The results below come from that engagement.

The engagement Agency of Record since 2021	PCG sets Aventura's communications strategy, produces its creative and video, runs its digital and social channels, handles media relations, and stands up crisis and emergency communications when the City needs them. The program proposed for Surfside follows the same model, scaled to the Town and its priorities.
Social media 2021 to 2026	PCG rebuilt the program around video, with Instagram as the lead channel. Instagram video views grew **46×** (31,000 to 1.43 million) and now account for 81% of all City video views. Across every channel, video views grew **24×** (73,000 to 1.76 million), engagement **4×** (116,000 to 505,000), impressions **3×** (3.87 million to 12.01 million), and the audience roughly doubled, from 18,796 to 37,868 followers.
Two-way texting Launched October 2022	PCG built and launched **Florida's first two-way city texting program**. Residents opt in by topic, text the City directly, and get an answer from a real person. During a severe rainstorm in the summer of 2024 the program added more than **1,000 subscribers in 72 hours** and became the City's fastest and most effective channel for reaching residents.

Project communication Capital projects	Educational materials PCG produced for City construction and capital projects generated what City Manager Bryan Pegues described as **"genuine excitement around projects that would normally prompt a barrage of complaints."**

> *"Since PCG took over Aventura's communications, we have gone from simply existing to thriving."*
> Mayor Howard Weinberg, City of Aventura

Understanding Surfside's Communications Needs

This proposal is built around what a coastal community of Surfside's size and profile needs from a communications partner:

- **A trusted, transparent voice with residents.** Proactive, plain-language communication that keeps residents informed about Town initiatives and how their tax dollars are being spent, and that reinforces confidence in Town government.
- **Emergency and hurricane-season readiness.** A crisis and emergency communications capability built in advance, with pre-approved templates, channels, and protocols, so the Town can respond quickly and consistently when it matters most.
- **Building-safety and resiliency communication.** Clear, accessible updates on recertification, capital projects, beach and infrastructure resiliency, and other technical matters residents care about.
- **Multilingual, community-wide reach.** Communication that reaches Surfside's diverse, internationally connected residents on the channels they already use.
- **Direct, two-way contact with residents.** A texting channel residents opt into by topic and can reply to. It is the fastest way to reach people during a storm, and the simplest way to answer a question before it becomes a complaint.
- **Promoting Surfside.** Showcasing the Town's beach, events, cultural programming, and Harding Avenue business district to residents and visitors alike.
- **A consistent, professional brand.** One coherent look, voice, and standard across every Town channel and department.

Program Options

PCG offers three options at different price points, presented side by side below so the Commission can compare scope directly. The contract terms are identical across all three: length, renewal, annual increase, and payment terms. Only the scope of services differs.

	$210,000/year $17,500/month	**$300,000/year** $25,000/month	**$402,000/year** $33,500/month
Strategy & Planning	• Serve as Agency of Record for the Town of Surfside • Support the Town's communications in coordination with the Communications Director and Town leadership	• Serve as Agency of Record for the Town of Surfside • Support the Town's communications in coordination with the Communications Director, Tourist Bureau, and	• Serve as Agency of Record for the Town of Surfside • Support the Town's communications in coordination with the Communications Director, Tourist Bureau, and

	$210,000/year $17,500/month	**$300,000/year** $25,000/month	**$402,000/year** $33,500/month
	• Develop and maintain the Town's Communications Plan • Develop and maintain the Town's Brand and Style Guide • Develop and maintain a Town of Surfside Crisis Communications Plan • Proactively propose opportunities to improve existing communications channels, in coordination with and upon the approval of Town staff or a vote of the Town Commission	leadership • Develop and maintain the Town's Communications Plan • Develop and maintain the Town's Brand and Style Guide • Develop and maintain a Town of Surfside Crisis Communications Plan • Proactively propose opportunities to improve existing communications channels and to launch new ones, in coordination with and upon the approval of Town staff or a vote of the Town Commission	leadership • Develop and maintain the Town's Communications Plan • Develop and maintain the Town's Brand and Style Guide • Develop and maintain a Town of Surfside Crisis Communications Plan • Proactively propose opportunities to improve existing communications channels and to launch new ones, in coordination with and upon the approval of Town staff or a vote of the Town Commission
Creative & Video Production	• Videography for Town events • 24 social media videos per year • Video scripting and production • Speechwriting for Town officials	• Videography for Town events • 52 social media videos per year • Video scripting and production • Speechwriting for Town officials • “State of the Town” video production • Tourism-focused video content, produced in partnership with the Town's Tourist Bureau • Aerial/drone videography of the beach, Town assets, and Town events	• Videography for Town events • 104 social media videos per year (approximately two per week) • Video scripting and production • Speechwriting for Town officials • “State of the Town” video production • Tourism-focused video content, produced in partnership with the Town's Tourist Bureau • Aerial/drone videography of the beach, Town assets, and Town events
Digital & Social Media	• Social media content development (in partnership with Town staff) • Social media management • Social media analytics and reporting • Build out the Town's text-messaging (mass-notification) program and	• Social media content development (in partnership with Town staff) • Social media management • Social media analytics and reporting • Build out the Town's text-messaging (mass-notification) program and	• Social media content development (in partnership with Town staff) • Social media management • Social media analytics and reporting • Build out the Town's text-messaging (mass-notification) program and

	$210,000/year $17,500/month	$300,000/year $25,000/month	$402,000/year $33,500/month
	assist with its ongoing management in partnership with Town staff • Digital advertising management (15% agency fee on media)	assist with its ongoing management in partnership with Town staff • Digital advertising management (15% agency fee on media) • Article and blog writing • Town website content writing • Tourism-focused social media content in partnership with the Town's Tourist Bureau • Social media policy development and rewrite • Text messaging strategy • Monthly digital newsletter development and content writing (design handled by Town staff)	assist with its ongoing management in partnership with Town staff • Digital advertising management (15% agency fee on media) • Article and blog writing • Town website content writing • Tourism-focused social media content in partnership with the Town's Tourist Bureau • Social media policy development and rewrite • Text messaging strategy • Monthly digital newsletter development and content writing (design handled by PCG)
Media Relations	• Write and distribute media releases and statements • Build and maintain a press distribution database • Respond to media inquiries and pitch stories as opportunities arise • Organize and manage press conferences and media briefings as needed • Crisis and emergency communications (FEMA-reimbursable work billed hourly)	• Write and distribute media releases and statements • Build and maintain a press distribution database • Respond to media inquiries and pitch stories as opportunities arise • Organize and manage press conferences and media briefings as needed • Crisis and emergency communications (FEMA-reimbursable work billed hourly)	• Write and distribute media releases and statements • Build and maintain a press distribution database • Respond to media inquiries and pitch stories as opportunities arise • Organize and manage press conferences and media briefings as needed • Crisis and emergency communications (FEMA-reimbursable work billed hourly)
Reporting & Analytics	• Social media reach, views, engagement, and follower growth • TV and radio clipping • Comprehensive report prepared at least once per year	• Social media reach, views, engagement, and follower growth • TV and radio clipping • Reporting provided as needed or requested, with a comprehensive report prepared at least once per year • TV and radio value analytics • Email marketing analytics	• Social media reach, views, engagement, and follower growth • TV and radio clipping • Reporting provided as needed or requested, with a comprehensive report prepared at least once per year • TV and radio value analytics • Email marketing analytics

	$210,000/year $17,500/month	$300,000/year $25,000/month	$402,000/year $33,500/month
			• Annual resident communications and sentiment survey, with an accompanying results dashboard

Town responsibilities (all options)

Graphic design, photography, and the posting of social media content remain the responsibility of Town staff. PCG develops and manages the underlying content, channels, strategy, and analytics, and can provide graphic design or photography support as needed at the hourly rates noted under Investment.

Your Team

Evan Ross will serve as the Town's primary point of contact and lead strategist. Mr. Ross is a seasoned communications professional with deep experience across the communications industry and public service. He would lead this engagement personally, and he has served as the single public spokesperson for municipal clients during active crises.

That work extends beyond routine communications. When a senior City of North Miami Beach official was arrested on felony charges in November 2024, PCG was on site within fifteen minutes of the call, established a single spokesperson, and aligned nine decision-makers behind one message paired with immediate action. Coverage crested within two days and then receded, and city services continued uninterrupted.

Mr. Ross is supported by PCG's in-house creative, digital, research, and media-relations team, who handle day-to-day production and channel management. The Town works with one accountable partner, backed by the full capacity of the firm. PCG works day to day with the Town's Communications Director, Tourist Bureau, and leadership, coordinates with the Town Manager's office on all communications released on the Town's behalf, and supplements the Town's in-house communications staff rather than replacing them.

Investment

The chart above shows the monthly and annual cost of each option. All three are flat retainers with no separate charges for the day-to-day work included in that option's scope, and all three share the same contract terms:

Shared terms (all options)

- **Term begins:** October 1, 2026, or upon approval by the Town Commission.
- **Initial term:** Three (3) years, followed by two (2) one-year renewal options, automatically accepted unless declined by either party 90 days prior to renewal.
- **Annual increase:** Each year, PCG receives an increase in compensation and bonus equal to that provided to the Town's employees. The first adjustment takes effect on October 1, 2027.
- **Payment terms:** NET 15. Invoices reference “Communications Services.”

Rates for work not included in scope

- Graphic Design: **$175 per hour**
- All other work: **$345 per hour**
- Digital advertising media: **billed at a 15% agency fee**
- FEMA-reimbursable work: **billed hourly**

Hourly rates (graphic design and all other work) increase by 5% each year.

Why Public Communicators Group

- **An extension of your team.** We work alongside your Communications Director, Tourist Bureau, and leadership, embedded in your priorities and calendar rather than reacting from the outside.
- **Six disciplines under one roof.** Public relations, crisis communications, content and social media, video production, photography, and public opinion research are all in-house, so decisions happen faster and every output serves the same objective.
- **Public-sector fluency.** Municipal work is the core of our practice. We operate within Sunshine and public-records requirements, plan around the Commission calendar, and coordinate closely with the Town Manager's office by default.
- **Standing with the press.** A free press represents a free society. Our relationships with the journalists who cover our clients are built on truth. We go out of our way to help reporters get the story right, and we position our clients to look their best in it.
- **Ready for the moment.** Crisis and emergency communications capability is built in advance, so the Town is prepared before hurricane season or any critical event arrives. In North Miami Beach, that meant being on site within fifteen minutes of the first call.
- **We measure what changes.** Reach, engagement, and earned coverage are reported against the objective. Where the Town wants a harder read, we field statistically valid public opinion research and publish the sample, frame, weighting, and error band beside every number.
- **A proven foundation.** Each option draws on the same program we deliver for the City of Aventura today, scoped to match the Town's budget and priorities.

Next Steps

We would welcome the opportunity to present these options to the Commission and to refine the final scope around the Town's budget and priorities. A draft services agreement is available and can be finalized to match whichever option the Town selects.

To proceed or to discuss, please contact Evan Ross at **(305) 331-6300** or **Evan@PublicCommunicators.com**.

Communications. Data. Impact.

Public Communicators Group LLC • (305) 331-6300 • Evan@PublicCommunicators.com

PUBLIC COMMUNICATORS GROUP
COMMUNICATIONS. DATA. IMPACT.

Professional Services Agreement

Between the Town of Surfside, Florida and Public Communicators Group LLC

DRAFT FOR REVIEW

TOWN
Town of Surfside
9293 Harding Avenue
Surfside, FL 33154
(305) 861-4863

CONSULTANT
Public Communicators Group LLC
1000 Island Blvd, Suite 1404
Aventura, FL 33160
Evan Ross, Principal
(305) 331-6300
Evan@PublicCommunicators.com

AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE TOWN OF SURFSIDE AND PUBLIC COMMUNICATORS GROUP

THIS AGREEMENT is made and entered into as of October 1, 2026, by and between the **TOWN OF SURFSIDE**, a Florida municipal corporation and political subdivision of the State of Florida, having an address at 9293 Harding Avenue, Surfside, Florida 33154, hereinafter referred to as the "TOWN", and **PUBLIC COMMUNICATORS GROUP LLC**, a Florida limited liability company, having an address at 1000 Island Blvd, Suite 1404, Aventura, FL 33160, hereinafter referred to as the "CONSULTANT."

RECITALS

WHEREAS, the TOWN desires to engage the CONSULTANT to provide comprehensive marketing services to include marketing, advertising, communications, and creative services relating to various TOWN programs, events, and initiatives, and all other related services, as more particularly described in the Statement of Work attached hereto as Exhibit "A;" and

WHEREAS, the TOWN, having investigated the qualifications of the CONSULTANT to perform the services herein contemplated and found those qualifications satisfactory; and

WHEREAS, the CONSULTANT, having examined the scope of the services required hereunder and having expressed desire and willingness to provide such services and having presented qualifications to the TOWN in support of those expressed desires; and

WHEREAS, the CONSULTANT agrees to accept this Agreement upon the terms and conditions hereinafter set forth; and

NOW, THEREFORE, in consideration of the mutual covenants, terms, and provisions contained herein, the parties do hereby agree as follows:

SECTION 1. TERM.

1.1 The term of this Agreement shall begin on October 1, 2026 (the "Effective Date"), and shall be in effect for an initial term of three (3) years, followed by two (2) one-year options to renew, which are automatically accepted unless declined by either party 90 days prior to the renewal.

1.2 The TOWN has the right to terminate this Agreement for convenience and for any reason or no reason, in whole or in part, upon ninety (90) days written notice to the CONSULTANT. Upon termination of this Agreement, and final payment of any undisputed outstanding amounts due for the work rendered prior to and through the date of the notice of termination, copies of all records, charts, sketches, studies, plans, drawings, and other documents related to the work performed under this Agreement, whether finished or not, shall be turned over to the TOWN within ten (10) days.

SECTION 2. PROFESSIONAL SERVICES.

2.1 Basic Services. CONSULTANT shall perform the services as set forth in **Exhibit "A."**

2.2 Key Personnel. Evan Ross is considered a skilled, seasoned, and experienced professional who maintains advanced skills within the communications industry and public service. Mr. Ross shall be the primary contact person representing the CONSULTANT.

2.3 The CONSULTANT shall obtain the consent of the Town Manager or designee prior to disseminating any TOWN related written or verbal communication and prior to speaking on the record to any media outlets or newspapers. The CONSULTANT shall act reasonably and appropriately in using their judgment to communicate or share information on behalf of the Town concerning town events and opportunities to promote the town and its message.

2.4 Confidential Information. The CONSULTANT agrees that any information received by the CONSULTANT for the TOWN and in providing services in accordance with this Agreement which is not publicly available, shall not be revealed to any other persons, firm or organization without the express consent of the Town Manager or designee.

2.5 Conflicting Employment. The CONSULTANT shall not be prohibited from representing or providing like services to other persons and entities besides the TOWN, so long as the CONSULTANT shall avoid any representation or relation that would place the CONSULTANT in an adversarial position to the TOWN.

2.6 Disclosure. The CONSULTANT shall promptly inform the Town Manager of any client of their firm who is also a vendor to the town. If the CONSULTANT is not aware that their client is a town vendor, they will inform the Town Manager within five business days of becoming aware.

SECTION 3. COMPENSATION.

3.1 Payment shall be at a monthly rate of $_____, corresponding to the service option selected by the TOWN as set forth in Exhibit "A." All invoices submitted shall reference "Communications Services." Invoices shall be paid on NET 15 terms.

SECTION 4. NOTICE.

4.1 Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, or by nationally recognized overnight delivery service, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. Notice may also be sent by electronic means (facsimile or email) provided such is followed by a hard copy of such notice provided in the manner set forth above. Notice is deemed given when received. For the present, CONSULTANT and the TOWN designate the following as the respective places for giving such notice:

TOWN:
Town Manager
Town of Surfside
9293 Harding Avenue
Surfside, FL 33154
Telephone No. (305) 861-4863
Email: [Town Manager email]

CONSULTANT:
Public Communicators Group
1000 Island Blvd, Suite 1404
Aventura, FL 33160
Telephone No. (305) 331-6300
Email: Evan@PublicCommunicators.com

SECTION 5. MODIFICATION.

5.1 The covenants, terms, and provisions of this Agreement may be modified only by way of a written instrument, mutually accepted by the parties hereto in writing. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

SECTION 6. INDEPENDENT CONTRACTOR.

6.1 The CONSULTANT is an Independent Contractor under this Agreement. Personnel provided by the CONSULTANT shall be 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, worker's compensation insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to the Work rendered under this Agreement shall be those of the CONSULTANT. The CONSULTANT shall be solely responsible for any injuries suffered by the CONSULTANT's employees. It is clear that TOWN will not provide workers' compensation insurance for the CONSULTANT or its employees.

Nothing contained in the Agreement shall be construed so as to create a partnership or joint venture and neither party hereto shall be liable for the debts or obligations of the others. No employee or agent of the CONSULTANT shall be deemed to be an employee or agent of the TOWN. The CONSULTANT shall be responsible for compliance with all applicable, local, state and federal laws and regulations in the performance of any services to the TOWN. Should any question arise as to the interpretation or as to the nature of the services to be provided by the CONSULTANT, the opinion of the TOWN shall establish, for all purposes, the nature of the work. The CONSULTANT shall have no power to obligate TOWN.

SECTION 7. INDEMNIFICATION.

For other good and valuable consideration the receipt and adequacy of which is hereby acknowledged, CONSULTANT agrees to indemnify, defend and hold harmless, the TOWN, its officers, agents, and employees from, and against any and all claims, actions, liabilities, losses and expenses including, but not limited to, attorneys' fees for personal, economic or bodily injury, wrongful death, loss of or damage to property, at law or in equity, which may arise or may be alleged to have risen from the negligent acts, errors, omissions or other wrongful conduct of CONSULTANT, agents or other personnel entity acting under CONSULTANT's control in connection with CONSULTANT's performance of services under this Agreement and to that extent CONSULTANT shall pay such claims and losses and shall pay all such costs and judgments which may issue from any lawsuit arising from such claims and losses including wrongful termination or allegations of discrimination or harassment, and shall pay all costs and attorneys' fees expended by the TOWN in defense of such claims and losses including appeals. That the

aforesaid hold-harmless agreement by CONSULTANT shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations of CONSULTANT or any agent or employee of CONSULTANT regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

Nothing in this Agreement shall be deemed or treated as a waiver by the TOWN of any immunity to which it is entitled by law, including but not limited to the TOWN's sovereign immunity as set forth in Section 768.28, Florida Statutes.

SECTION 8. GOVERNING LAW.

8.1 This Agreement will be governed by the laws of the State of Florida. Any claim, objection, or dispute arising out of the terms of this Agreement shall be brought in Miami-Dade County.

SECTION 9. RECORDS.

9.1 CONSULTANT agrees that all records, books, documents, papers and financial information ("Records") that result from providing services to the TOWN under this agreement shall be the property of the TOWN except photo and video content. CONSULTANT and the TOWN agree that all photos and videos produced in final form shall be perpetually licensed to the TOWN for its use, but CONSULTANT shall retain ownership of all original photo and video footage. Upon termination or cancellation of this agreement, any and all such Records shall be delivered to the TOWN within ten (10) days. The CONSULTANT shall maintain records, books, documents, papers and financial information pertaining to work performed under this agreement during the term of this agreement and for a period of three (3) years following termination of this agreement. The Town Manager or his/her designee shall have access to and the right to examine and audit any Records involving the CONSULTANT's services related to this agreement. The restrictions and obligations of this section of the Agreement shall survive any expiration, termination, or cancellation of this Agreement and shall continue to bind the CONSULTANT, his heirs, successors, and assigns.

SECTION 10. ASSIGNMENT AND SUBCONTRACTING.

10.1 This Agreement and the rights of the CONSULTANT and obligations hereunder may not be assigned, delegated or subcontracted by the CONSULTANT without the express prior written consent of the TOWN. The CONSULTANT, at their discretion, may use subcontractors for photo, video, and graphic design work as necessary, but maintains full responsibility for the work and products produced. Any other assignment, delegation, or subcontract without such express prior written consent shall be null and void and shall constitute a material breach of this Agreement, upon which the TOWN may immediately terminate the Agreement. The TOWN may assign its rights, together with its obligations hereunder.

SECTION 11. CONSULTANT'S COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW.

11.1 Pursuant to Section 119.0701 of the Florida Statutes, the CONSULTANT agrees to:

A. Keep and maintain public records in CONSULTANT's possession or control in connection with CONSULTANT's performance under this Agreement. 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.

B. 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.

C. 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. Notwithstanding, it is understood that at all times CONSULTANT's workpapers shall remain the sole property of CONSULTANT and are not subject to the terms of this Agreement.

D. 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 CONSULTANT shall be delivered by CONSULTANT to the Town Manager, at no cost to the TOWN, within ten (10) 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. If the TOWN is unable to receive records via digital transfer such as Dropbox, the TOWN shall provide hard drives large enough to store all files. Notwithstanding the terms of this Section, the Parties agree, and it is understood, that CONSULTANT will maintain a copy of any information, confidential or otherwise, necessary to support its work product generated as a result of its engagement for services, solely for reference and archival purposes in accordance with all applicable professional standards, which will remain subject to the obligations of confidentiality herein.

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

F. 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.

CONSULTANT SHALL COMPLY WITH THE REQUIREMENTS OF FLORIDA STATUTES 119.071 TO THE EXTENT APPLICABLE TO CONSULTANT. 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 AT TELEPHONE NUMBER: (305) 861-4863, E-MAIL: SMCCREADY@TOWNOFSURFSIDEFL.GOV, AND MAILING ADDRESS: TOWN CLERK, 9293 HARDING AVENUE, SURFSIDE, FL 33154.

SECTION 12. SOVEREIGN IMMUNITY.

12.1 The TOWN is a municipal corporation and political subdivision of the State of Florida and subject to the provisions of Section 768.28, Florida Statutes, as may be amended from time to time. Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the Town's sovereign immunity protections, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

SECTION 13. INSURANCE.

13.1 CONSULTANT shall carry professional liability insurance or other form of insurance acceptable to the TOWN, which shall provide coverage of not less than One Million Dollars ($1,000,000.00).

CONSULTANT shall maintain and carry in full force during the Term the insurance required herein. Upon Town's request, the CONSULTANT shall furnish to the Town Manager or designee, Certificates of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined below:

A. Worker's Compensation Insurance for all employees of the CONSULTANT as required by Florida Statute Chapter 440. Should the CONSULTANT be exempt from this Statute, the CONSULTANT and each employee shall hold the TOWN harmless from any injury incurred during performance of the Agreement. The exempt CONSULTANT shall also submit a written statement detailing the number of employees and that they are not required to carry Worker's Compensation insurance, and do not anticipate hiring any additional employees during the term of this contract or a copy of a Certificate of Exemption.

B. General Liability Insurance on a comprehensive basis in an amount not less than $1,000,000 per person, $2,000,000 per occurrence for bodily injury and property damage. TOWN of Surfside must be shown as an additional insured with respect to this coverage. The mailing address of Town of Surfside, 9293 Harding Avenue, Surfside, Florida 33154, as the certificate holder, must appear on the certificate of insurance. The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operation of the CONSULTANT. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida.

SECTION 14. NON-EXCLUSIVITY.

14.1 This Agreement is non-exclusive. The TOWN retains the right to engage the services of additional third-party consultants or assign responsibilities to an employee of the TOWN to perform the same or similar services provided by CONSULTANT under this Agreement and to assign work to such parties in its sole discretion.

SECTION 15. ANTI-DISCRIMINATION.

15.1 The CONSULTANT certifies that it does not and will not discriminate against any of its employees or applicants for employment based on race, color, national origin, religion, sex, sexual orientation, familial status or handicap. The CONSULTANT further agrees that neither the CONSULTANT, nor any parent company, subsidiaries or affiliates of the

CONSULTANT are currently engaged in, nor will engage in during the term of this Agreement, the boycott of a person or business based in or doing business with a member of the World Trade Organization or any country with which the United States has free trade.

SECTION 16. SCRUTINIZED COMPANIES.

16.1 The CONSULTANT certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the TOWN may immediately terminate this Agreement at its sole option if the CONSULTANT or its subcontractors are found to have submitted a false certification; or if the CONSULTANT, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

16.2 If this Agreement is for more than one million dollars, the CONSULTANT certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the TOWN may immediately terminate this Agreement at its sole option if the CONSULTANT, its affiliates, or its subcontractors are found to have submitted a false certification; or if the CONSULTANT, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

16.3 The CONSULTANT agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

SECTION 17. NO CONTINGENCY FEES.

17.1 The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

SECTION 18. ANNUAL APPROPRIATION.

18.1 The Town's performance and obligation to pay under this Agreement is contingent upon annual appropriation by the TOWN Commission.

SECTION 19. E-VERIFY.

19.1 Pursuant to Section 448.095(2), Florida Statutes, the CONSULTANT must:

A. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify

system to verify the work authorization status of all the subcontractors' newly hired employees;

B. Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(k), Florida Statutes;

C. Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to the TOWN upon request;

D. Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;

E. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and,

F. Be aware that if the TOWN terminates this Agreement under Section 448.095(2)(c), Florida Statutes, CONSULTANT may not be awarded a contract for at least one (1) year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the TOWN as a result of the termination of the Agreement.

SECTION 20. COUNTERPARTS.

20.1 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.

SECTION 21. SEVERABILITY.

21.1 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.

SECTION 22. WAIVER OF JURY TRIAL.

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

SECTION 23. USE OF TOWN NAME, LOGO, AND SEAL.

23.1 The TOWN grants the CONSULTANT a non-exclusive, royalty-free license to use the TOWN's name, logo, and seal (i) in the creation, production, and delivery of work product under this Agreement, and (ii) to identify the TOWN as a client of the CONSULTANT and to showcase such work product in the CONSULTANT's portfolio, website, social media, marketing materials, award submissions, and new business presentations. The CONSULTANT shall use the TOWN's name, logo, and seal in a manner consistent with the TOWN's brand and style guidelines. This license shall survive the expiration, termination, or cancellation of this Agreement with respect to work product created during the term of this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the day last signed below.

PUBLIC COMMUNICATORS GROUP LLC

By: _____
(Signature)

Name: _____
(Print)

Title: _____

Date: _____

TOWN OF SURFSIDE

By: _____
(Signature)

Name: _____
(Print)

Title: Town Manager

Date: _____

ATTEST:

_____
Sandra N. McCready, MMC, Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Town Attorney, Town of Surfside

EXHIBIT A
SCOPE OF SERVICES

The Scope of Services under this Agreement shall be the service option selected by the TOWN from the three options presented in the Proposal for Comprehensive Marketing and Communications Services submitted by the CONSULTANT and dated August 10, 2026. The option selected by the TOWN, together with its corresponding monthly and annual compensation, shall be attached to and incorporated into this Exhibit "A" upon selection.

Town Responsibilities (all options)

- Graphic design and photography will be handled by town staff
- Social media posting will be handled by town staff

Hour Rates for Work Not Included in Scope

- Graphic Design - $175/hour
- All Other Work - $345 per hour

**Hourly rates increase by 5% per year.*

**Each year, PCG will receive an annual increase of compensation and bonus equal to that of the Town's employees. The first increase will take effect on October 1, 2027.*

SachsMEDIA

PROPOSAL FOR COMMUNICATIONS SERVICES

TOWN OF SURFSIDE

Three service tiers for crisis communications, resident engagement, and tourism support

CORE	RECOMMENDED	ENHANCED
$304,600	$404,800	$505,600

PREPARED FOR

Mayor Shlomo Danzinger and the Surfside Town Commission
Sandra N. McCready, Acting Town Manager
Town of Surfside, Florida

SUBMITTED BY

Sachs Media
August 19, 2026

SachsMEDIA

August 19, 2026

Mayor Shlomo Danzinger and Members of the Town Commission
Sandra N. McCready, Acting Town Manager
Town of Surfside, 9293 Harding Avenue, Surfside, Florida 33154

Dear Mayor Danzinger, Commissioners, and Ms. McCready:

Thank you for the invitation to submit a proposal. Sachs Media has spent 30 years serving clients across South Florida, and many of the outcomes we are proudest of sit in Miami-Dade County.

Our founder, Ron Sachs, started his career in Miami as an award-winning government and investigative reporter for The Miami Herald, and later as editorial director for WPLG Local 10. He built the firm around that instinct for what drives a news cycle, and it runs through our team of more than 40 professionals today. When we tell the Commission how a Miami assignment desk will handle a story out of Surfside, that's based on extensive experience.

Surfside is barely half a square mile, and it has drawn media attention far out of proportion to that. The Miami Herald won a Pulitzer Prize for covering Champlain Towers South, and the world watched a small town absorb something no community should have to. That is not a communications problem, and we would never treat it as one. It is a wound that Surfside carries each and every day.

The news coverage, though, is not finished. When NIST concludes its investigation, local, regional, and national reporters will return to Surfside on a date the Town does not choose. The Commission recently approved the permanent memorial. Several multi-family developments are moving through the building approval process. Leadership has turned over across several positions. That is a great deal of news for one Communications Director and one vacant support position to carry.

Every level of support in this proposal adds capacity around that department rather than replacing it. Whichever tier the Commission chooses, the commitment behind it is the same. We answer the phone at 2 a.m. We tell you what we actually think, including when it is not what you hoped to hear. And we treat the memory of 98 neighbors as something to be honored, not managed.

Our team is excited about this opportunity and ready to work as an extension of yours. Please reach out with any questions about the proposal, or about anything we did not cover.

Sincerely,

Ryan Cohn
Partner, Chief Strategy Officer
Sachs Media

ASSIGNMENT AND COSTS

SECTION 1

We have built three tiers in the order the Commission set them. Each one is cumulative: Recommended contains everything in Core, and Enhanced contains everything in Recommended. We remove nothing as you move up, so the Commission can change tiers at renewal without unwinding work already in place.

Tier	What the Commission asked it to cover	Annual fee
Core	The fundamental communications services and capabilities discussed	$304,600
Recommended	Crisis communications infrastructure, expanded video and content production, and tourism partnership capacity	$404,800
Enhanced	Additional resident research and expanded video capabilities	$505,600

How each fee is built

	CORE	RECOMMENDED	ENHANCED
Professional fees	$258,300	$324,300	$378,300
Production and direct costs	$46,300	$80,500	$127,300
Annual fee	**$304,600**	**$404,800**	**$505,600**
Monthly equivalent	$25,383	$33,733	$42,133
Annual retainer hours	1,116	1,392	1,632
Project hours (production, research)	0	~120	~430
Blended retainer rate	$231	$233	$232
Named team members	4	5	7

CORE TIER

SECTION 2A · ANNUAL FEE $304,600

Core gives the Town a retained senior team, a crisis plan with named people behind it, editorial and message support for the Communications Department, and enough tourism coordination to keep the destination story moving.

Scope

CRISIS COMMUNICATIONS

- Written crisis communications plan, delivered within 60 days and refreshed annually.
- 24-hour crisis line answered by a named senior counselor, with a one-hour response commitment and up to 10 business days of surge support a year during a declared crisis.
- Holding-statement library covering 12 scenarios: structural and building safety, storm surge, police-involved incident, water quality, cyber intrusion and payment fraud, elected-official controversy, construction accident, beach closure, visitor incident, personnel action, litigation, and release of the NIST report.
- One tabletop exercise and one media training session a year for the Mayor, Commission, and department heads.
- Reactive media inquiry support during and after business hours, with no per-inquiry charge.

RESIDENT ENGAGEMENT

- Message development for Commission priorities and major initiatives.
- Editorial support for the Town Gazette and e-blasts, up to eight pieces a month, plus a monthly social content plan.
- Written translation of key materials into Spanish and Haitian Creole, which matches the Gazette's current practice in a town where 61 percent of residents speak a language other than English at home.
- Two public-hearing communications packages a year: talking points, an FAQ, and a resident-facing explainer.

TOURISM AND REPORTING

- Quarterly working sessions with the Tourism Director and the Resort Tax Board, eight destination media pitches, and four short-form videos a year.
- Monthly activity and coverage report, plus a quarterly briefing formatted for presentation at a Commission meeting.

Staffing and budget

Four named people work the account for the term. We insert names and biographies at contract, and the roles, rates, and hour commitments below are fixed.

Role	Rate	Hrs / mo	Hrs / yr	Annual
Senior Counsel (Partner)	$350	8	96	$33,600
Account Director	$275	31	372	$102,300
Senior Account Executive	$200	42	504	$100,800
Account Coordinator	$150	12	144	$21,600
Professional fees		**93**	**1,116**	**$258,300**

Budget line	Annual	Share
Professional fees (1,116 retainer hours)	$258,300	84.8%
Content production: 4 short-form videos, design, and layout	$27,400	9.0%
Media monitoring and measurement platform	$12,600	4.1%
Translation, Spanish and Haitian Creole	$6,300	2.1%
Total, Core tier	**$304,600**	**100%**

Assumptions

- This tier assumes one significant crisis event a year. Sustained daily surge beyond 10 business days is scoped separately.
- It also assumes the Communications Director remains the day-to-day contact and that the Town fills the vacant support position during the term.
- The tier includes short-form video, produced on pre-scheduled shoot days, and does not include aerial, live-stream, or long-form work.

RECOMMENDED TIER

SECTION 2B · ANNUAL FEE $404,800

Recommended carries everything in Core and adds three needs the Commission named: crisis response, expanded video and content production, and tourism partnership capacity.

What Core does not buy, and this does

CRISIS INFRASTRUCTURE

- **A pre-built crisis microsite** that publishes in under 30 minutes, with loaded templates for incident updates, resident and family information, media resources, and fact corrections. It is hosted separately from the Town's primary site so it survives a failure of the main one.
- **Joint Information Center protocol** across Police, Building, Public Works, Tourism, and Miami-Dade partners, defining who speaks, who approves, and how information moves in the first six hours.
- **Alert templates matched to all 12 scenarios** and formatted for Everbridge SMS, Nextdoor, e-blast, and Channel 663, so issuing an alert becomes an approval decision rather than a writing exercise.
- **Named backup counselor,** so 24/7 coverage never depends on one person being reachable. The response commitment tightens from one hour to 30 minutes.
- **Two tabletop exercises and two media trainings a year,** each followed by a written after-action memo, plus individual preparation for the Mayor before high-exposure interviews.
- **Quarterly risk memo** that tracks NIST, active litigation, condo safety law changes, and development flashpoints, with a recommended posture for each.

EXPANDED VIDEO AND CONTENT

- Twelve short-form videos a year, one a month on a standing schedule, plus one five-to-eight-minute feature and programming support for Government Access Channel 663.
- Monthly social content production rather than planning alone. We produce the assets.
- Gazette and e-blast support up to 14 pieces a month, and four public-hearing communications packages a year instead of two.

TOURISM PARTNERSHIP CAPACITY

- Monthly rather than quarterly work with the Tourism Director and the Resort Tax Board, and 24 destination pitches a year against a named target list and a stated placement goal.
- Partner engagement with the Town's five hotels and its restaurant base: quarterly briefings and co-branded content the properties can use.
- Communications support for two signature Town events, plus a quarterly resort tax report the Board can present in public session, which sets promotional activity against collections.

Staffing and budget

Five named people work the account. The Content and Video Producer is engaged against the production budget rather than the monthly retainer, because production hours follow the shoot calendar. The rate is fixed, and every hour is documented against the allowance.

Role	Rate	Hrs / mo	Hrs / yr	Annual
Senior Counsel (Partner)	$350	10	120	$42,000
Account Director	$275	41	492	$135,300
Senior Account Executive	$200	50	600	$120,000
Account Coordinator	$150	15	180	$27,000
Content and Video Producer	$175	varies	~120 est.	in production budget
Professional fees		**116**	**1,392**	**$324,300**

Budget line	Annual	Share
Professional fees (1,392 retainer hours)	$324,300	80.1%
Content production: 12 short-form videos, 1 feature, design, and layout	$40,400	10.0%
Crisis infrastructure build and annual maintenance	$17,400	4.3%
Media monitoring, social listening, and measurement	$14,300	3.5%
Translation, Spanish and Haitian Creole	$8,400	2.1%
Total, Recommended tier	**$404,800**	**100%**

Assumptions

- Crisis infrastructure is built within the first 90 days. The Joint Information Center protocol requires participation from Police, Building, Public Works, and Tourism leadership. We can draft it without them; it will not work without them.
- The tier includes up to 12 on-site days a year, and up to 10 business days of crisis surge support.
- The destination placement goal is set jointly with the Tourism Director in the first 30 days and reported against quarterly.

ENHANCED TIER

SECTION 2C · ANNUAL FEE $505,600

Enhanced includes everything in Recommended and adds resident research and expanded video capabilities named by the Commission. This tier lets the Town stop guessing what residents think.

What Recommended does not buy, and this does

RESIDENT RESEARCH

- **Two statistically valid resident surveys a year,** at a minimum of n=400 per wave. In a town of 5,591 residents, that is a margin of error of roughly ±4.7 percent at 95 percent confidence once the finite population is accounted for, and samples are weighted to Town demographics on age, national origin, tenure, and geography.
- **Three focus groups a year,** at least one in Spanish, recruited across long-tenured homeowners, condo residents, renters, and business owners, plus twelve stakeholder interviews with condo boards, hotel and restaurant operators, houses of worship, and business owners.
- **An annual Resident Sentiment Report** presented to the Commission in public session and published for residents.
- **Message testing before major initiatives.** Bond questions, referenda, capital projects, and zoning changes go to residents for testing before a vote, rather than getting explained after one.

EXPANDED VIDEO CAPABILITY

- Twenty-four short-form videos and two long-form features a year, produced on a standing monthly production day in Surfside, so video is captured as things happen rather than reconstructed later.
- Aerial and beach production for dune restoration, coastal resilience, and destination storytelling. The dune project has been under construction since May 11, 2026, and the shoreline is the Town's most photogenic asset. Both are currently under-documented.
- Live-stream production for up to four Town events a year, including memorial observances and signature tourism events.

DEEPER SUPPORT

- Twenty-four on-site days a year with the Commission and department leadership, plus 20 days of embedded crisis surge at no additional fee. At Core and Recommended, sustained surge beyond 10 business days is billed separately.
- An annual reputation audit covering earned coverage, resident sentiment, social sentiment, and comparison against three peer coastal municipalities.
- A third media training a year, plus refresher training for any newly appointed Town Manager, Police Chief, or Commissioner within 30 days. With a permanent manager search and a police chief search both underway, that matters more here than it would elsewhere.

Staffing and budget

Seven named people work the account. The three project roles are engaged against the research and content production budgets rather than the monthly retainer, because their hours follow the fieldwork and shoot calendars. Rates are fixed and every hour is documented against the allowance.

Role	Rate	Hrs / mo	Hrs / yr	Annual
Senior Counsel (Partner)	$350	15	180	$63,000
Account Director	$275	41	492	$135,300
Senior Account Executive	$200	60	720	$144,000
Account Coordinator	$150	20	240	$36,000
Research Director	$275	varies	~130 est.	in research budget
Content and Video Producer	$175	varies	~200 est.	in production budget
Community Engagement Specialist (bilingual)	$150	varies	~100 est.	in research budget
Professional fees		**136**	**1,632**	**$378,300**

Budget line	Annual	Share
Professional fees (1,632 retainer hours)	$378,300	74.8%
Content production: 24 videos, 2 features, aerial, live-stream, design	$41,400	8.2%
Resident research: 2 surveys, 3 focus groups, 12 interviews	$40,800	8.1%
Crisis infrastructure, two tabletops, and annual maintenance	$18,900	3.7%
Media monitoring, social listening, measurement, and reputation audit	$17,300	3.4%
Translation, Spanish and Haitian Creole	$8,900	1.8%
Total, Enhanced tier	**$505,600**	**100%**

Assumptions

- Survey fieldwork runs in two windows, roughly Q1 and Q3, so results reach the Commission before budget and before election season.
- The Town provides resident contact information or authorizes sampling from the voter file, supplemented by utility records and community partners. Recruitment in a town of 5,591 people depends on it.
- Focus group facilities and participant incentives are in the research budget. Use of Town facilities, if offered, reduces that cost, and the savings return to the Town.
- Aerial production is subject to FAA rules and weather; missed windows are rescheduled, not credited. The 20 included surge days assume one or two events, not continuous activation.
- Of the additional $100,800 over Recommended: $54,000 is added senior retainer hours, $40,800 is the research program, and the balance is crisis infrastructure, content production, monitoring, and translation.

THE THREE TIERS SIDE BY SIDE

SECTION 3 · DIFFERENCES IN CAPABILITY AND LEVEL OF SUPPORT

Filled circle means included. Open circle means not included at that tier.

Capability	CORE	RECOMM.	ENHANCED
CRISIS COMMUNICATIONS			
Written crisis plan and 12-scenario statement library	●	●	●
24-hour crisis line, named counselor	●	●	●
Reactive media inquiry support, no per-inquiry charge	●	●	●
Response commitment	1 hr	30 min	30 min
Named backup counselor	○	●	●
Pre-built crisis microsite (dark site)	○	●	●
Joint Information Center protocol	○	●	●
Scenario-matched alert templates	○	●	●
Tabletop exercises per year	1	2	2
Media training sessions per year	1	2	3
New-appointee onboarding training	○	○	●
Quarterly risk memo (NIST, litigation, condo law)	○	●	●
Included crisis surge days per year	10	10	20
RESIDENT ENGAGEMENT			
Message development	●	●	●
Gazette and e-blast pieces per month	8	14	14
Social content planning	●	●	●
Social content production	○	●	●
Written Spanish and Haitian Creole translation	●	●	●
Bilingual community engagement specialist	○	○	●
Public-hearing packages per year	2	4	4
Resident surveys per year (n≥400)	0	0	2
Focus groups per year	0	0	3
Stakeholder interviews per year	0	0	12
Message testing before ballot questions	○	○	●
Annual Resident Sentiment Report	○	○	●
VIDEO AND CONTENT			
Short-form videos per year	4	12	24
Long-form features per year	0	1	2
Channel 663 programming support	○	●	●

Capability	CORE	RECOMM.	ENHANCED
Aerial and beach production	○	○	●
Live-stream event production	○	○	●
Standing monthly production day on site	○	○	●
TOURISM			
Work with Tourism Director and Resort Tax Board	Quarterly	Monthly	Monthly
Destination media pitches per year	8	24	24
Named target list and placement goal	○	●	●
Hotel and restaurant partner briefings	○	●	●
Signature event support per year	0	2	2
Resort tax communications report	○	●	●
ACCOUNTABILITY			
Monthly report and quarterly Commission briefing	●	●	●
Media monitoring	●	●	●
Social listening and sentiment tracking	○	●	●
Annual reputation audit with peer comparison	○	○	●
On-site days per year	6	12	24
Named team members	4	5	7

RELEVANT EXPERIENCE

SECTION 4 · PAST PERFORMANCE

North Miami Beach: Vaccine Tourism Crisis Communications

CITY OF NORTH MIAMI BEACH · FLORIDA, INTERNATIONAL · 2021

As the agency of record for the City of North Miami Beach, Sachs Media provided ongoing support for strategic communications, message development, media and community outreach, and crisis communication for the City's Commission and Mayor. In April 2021, amid the national rollout of the COVID-19 vaccine, the city became the center of international vaccine misinformation, an overnight occurrence that brought news reporters and cameras to City Hall. Sachs Media immediately assisted with responses to media that included Univision (local and national), Telemundo (local and national), CNN En Espanol, NTN24 (Colombia), RCN Noticias (Colombia), and Canal 13 (Argentina), among others. Our team worked closely with reporters and provided updates, both inside City Hall and from remote locations. Our team proactively contacted English-language TV stations across South Florida to quickly explain the misinformation and successfully prevented the news from crossing over to the broader English-language market. In just days, we responded to 65+ media inquiries and distributed a statement clarifying the situation to more than 130 reporters and outlets.

This was a Miami-Dade municipality handling an overnight international story and multilingual media at once. Surfside's demographics make the Spanish-language market a first-order concern, not a translation afterthought.

Sanford: Communicating to the public in the face of a crisis

THE CITY OF SANFORD · FLORIDA · 2023

A contaminant leak from a long-shuttered industrial facility in another town threatened the City of Sanford's drinking water supply for tens of thousands of residents and visitors. The "forever chemical" 1,4-dioxane level was within allowable limits set by the Florida Department of Health, but work was needed to monitor and manage the issue, while keeping the public informed. Following a wave of significant media attention from multiple news outlets in 2023, the City called on Sachs Media to help bolster its communication efforts to a range of different stakeholders. We quickly compiled and reviewed materials and reports related to water quality and testing. We then worked with the City's team to develop clear message points and answers to frequent questions, in both English and Spanish. We published these messages on the City's dedicated website and shared them across social media. We also worked with the City's mayor to develop a video sharing updates with the public and created a mail piece to include in each customer's utility bill, highlighting the facts. Our team also worked with the City's environmental expert to draft op-eds, media statements, and fact sheets that provided additional context about the issue, while working to hold those responsible for the contamination to account.

Overall, media coverage of the issue prominently featured the City's perspective, and the response was widely regarded as the most proactive and transparent among the numerous impacted local governments. While the issue will take years to be fully resolved, the City's proactive, solutions-oriented approach helped secure $56 million in state funding for a new water treatment plant. Today, Sanford residents can remain confident knowing their City leaders are taking decisive action to address the contaminant and keep the public informed every step of the way.

Bilingual messaging, a mayor-fronted video, a utility-bill insert, and op-eds all worked together here, and a funding outcome came with them. This is the closest model for how the Recommended tier would handle a Surfside infrastructure or building safety story.

Palm Beach Gardens: The Tragic Death of Corey Jones

CITY OF PALM BEACH GARDENS · FLORIDA, NATIONAL · 2015 TO 2019

In the early morning hours of October 18, 2015, Corey Jones was shot and killed by a plainclothes police officer with the Palm Beach Gardens Police Department, after Jones' car had broken down on the side of the road. After this tragic and confusing event, the City of Palm Beach Gardens was thrust into the national spotlight, with significant media attention focused on both the officer and his rationale for acting as he did, and on the City's leadership, policies, and procedures. Shortly after the shooting, the City engaged Sachs Media to provide strategic counsel, crisis communications support, and media assistance.

During the weeks that followed, our team worked closely with the city manager and the City's sole communications manager to provide the public with timely and accurate information about the situation, respond to dozens of media inquiries, and advise on how best to facilitate demonstrations that took place at City Hall by nationally recognized individuals, including Rev. Al Sharpton and Attorney Ben Crump. Our team also conducted media trainings with the City's leadership team, arranged to bring in third-party law enforcement experts to conduct an independent review of the City's policies and procedures, and developed a social media response guide to enable City staff to quickly, accurately, and appropriately respond to questions and comments on social media.

Numerous developments in the situation unfolded over the next months and years, leading up to the police officer's eventual conviction for manslaughter in 2019. As a result of our efforts and swift decisions by City leaders, the City of Palm Beach Gardens successfully navigated through the crisis and continues to thrive to this day, while the Palm Beach Gardens Police Department remains accredited by numerous statewide and national organizations.

This is the model for how a retained team works alongside a one-person department under national scrutiny.

Leon County: Resident Survey Research

LEON COUNTY COMMISSION · FLORIDA · 2021

Sachs Media conducted a survey of Leon County residents on behalf of the Leon County Commission to gauge resident satisfaction, perceptions, and suggestions across a variety of issues and determine sentiment related to the county's broad strategic priorities. A total of 4,090 residents participated in the survey, representative of residents in terms of age, race and ethnicity, gender, political affiliation, and zip code. This project recruited respondents through a random sampling of the Leon County voter file and through community partners. The results affirmed that Leon County residents' preferences align well with the goals and priorities set in the county's Strategic Plan, and that residents are largely satisfied with progress made in each of these areas. The survey also provided insights into overall satisfaction with Leon County government services and a comprehensive analysis of the reasons for dissatisfaction where expressed. Results were presented to the Leon County Commission, shared with the general public, and used to guide local leaders and inform community input on future priorities and projects.

This is the exact Enhanced-tier deliverable, including the recruitment method that makes a representative sample possible in a small jurisdiction and the public presentation of results to a commission.

Fort Mose

FLORIDA STATE PARKS FOUNDATION · FLORIDA, NATIONAL · 2024

Located in the historic city of St. Augustine, Florida, Fort Mose is known as the nation's first legally sanctioned free Black community. Upon receiving grant funding to reconstruct the 18th-century fort, the Florida State Parks Foundation chose Sachs Media to conduct outreach efforts for the fort's groundbreaking ceremony. Our team spearheaded a dynamic campaign on Fort Mose that resonated in the community and nationwide.

We planned and executed an integrated marketing campaign seamlessly blending traditional media efforts with digital innovations. These efforts generated impressive results, securing 19 media hits and 319 placements statewide and national media across prominent outlets, including The Grio, Black Enterprise, Yahoo, The Florida Channel, WFLA, and WJCT. This expansive media coverage reached an estimated potential audience of 168 million. Adding to this success, we produced social media videos from such prominent influencers such as civil rights attorney Ben Crump and esteemed art collector Bernard Kinsey, which garnered an additional 250,000 views and 900,000 social media impressions.

These collective efforts significantly boosted online interaction and community engagement. By late February 2024, site visits and tour attendance at the Fort Mose site increased three-fold, illustrating the success of Sachs Media's efforts to generate public awareness of this long-overlooked historic site.

A groundbreaking for a memorial site of national significance turned into more than 300 placements and a three-fold increase in visitation.

TEAM, TRANSITION, AND TERMS

SECTION 5

Who does the work

Roles, responsibilities, and hour commitments are contractual. We insert named individuals at execution and cannot substitute them without the Town's written consent. The Senior Counsel and Account Director assigned at execution stay on the account for the full term unless the Town requests a change or the individual leaves the firm, in which case the Town receives a written replacement proposal and a right of refusal. Given how much else is in transition at Town Hall, we are not going to add to it.

Role	Responsibility	Tiers
Senior Counsel (Partner)	Advises the Mayor and the Manager, serves as the primary voice on the crisis line, and is in the room for anything that reaches national media.	All
Account Director	Owns the engagement day to day, manages the relationship with the Communications Director, runs the calendar, and approves everything before it reaches the Town.	All
Senior Account Executive	Handles media relations, writing, message development, and reactive inquiries, and is the person a reporter's call reaches first.	All
Account Coordinator	Handles monitoring, reporting, scheduling, translation coordination, and content trafficking.	All
Content and Video Producer	Captures and edits video, produces social assets, and supports Channel 663 programming.	Recommended, Enhanced
Research Director	Designs the surveys, handles sampling and weighting, moderates focus groups, analyzes results, and presents findings to the Commission.	Enhanced
Community Engagement Specialist	Runs Spanish-language outreach, reviews translations, moderates Spanish-language groups, and conducts stakeholder interviews.	Enhanced

The first 90 days

The plan runs the same way in all three tiers, with two additions noted below.

Window	What happens
Days 1 to 15	We hold a kickoff with the Acting Town Manager, Communications Director, and Tourism Director, and we get access to materials, channels, analytics, and the Everbridge and Nextdoor accounts. Baselines are captured before anything changes. We then sit down individually with each Commissioner, the Police and Building department heads, and the Resort Tax Board chair.
Days 15 to 30	A media audit comes first. We read and code twelve months of Surfside coverage for who wrote it, what frame they used, whose quote led, and where the Town was absent from a story about itself. We then map our relationships against that list.
Days 30 to 45	We draft the message architecture: a core narrative, three supporting pillars, and language for the four issues most likely to generate coverage, which are building safety and NIST, development and preemption, coastal resilience, and tourism.

Window	What happens
Days 45 to 60	The crisis communications plan lands here, with the 12-scenario library and the call tree. At Recommended and Enhanced, the dark site and the alert templates are built in parallel.
Days 60 to 90	Media training for the Mayor, Commission, and department heads runs in this window. We schedule the first tabletop and deliver the first quarterly briefing to the Commission in public session. At Enhanced, we draft and review the first survey instrument.

Terms

- The term runs twelve months with two one-year renewal options at the Town's discretion, and rates hold for the initial term. Either party may terminate for convenience on 30 days' written notice, and the Town then pays only for work performed and costs incurred.
- We bill professional fees monthly in equal installments, and they do not vary month to month even though workload will. We bill production and direct costs at actual cost against the stated allowance, with backup documentation. Unspent allowance is not billed and does not roll over, because it is a ceiling rather than a commitment.
- Unused hours do not roll over. We absorb hours above the annual commitment within a 10 percent band, and we bill at the stated rates above that band only with prior written approval from the Town Manager. Every invoice carries an activity report so it can be reconciled against work product.
- The Town provides a single point of contact with authority to approve routine material, reasonable access to Manager, Police, Building, Public Works, and Tourism leadership, administrative access to Town channels and analytics, and timely review of drafts. Our response commitments assume the Town can approve a statement in the window it expects us to draft one.
- The Town retains final approval over every public statement made on its behalf. Anything touching active litigation, the NIST investigation, a personnel matter, or a law enforcement investigation goes to the Town Attorney before release. In a crisis, speed matters, but not more than exposure does.
- We will not represent a party adverse to the Town during the term, and we will disclose any potential conflict in writing as soon as we identify it. We assume our work product is subject to Chapter 119, Florida Statutes, and will maintain records accordingly.

Not included in any tier

- Paid media placement and advertising spend. We will plan and place the buy, but the media dollars require separate authorization.
- Website design, development, and hosting for the Town's primary site. The crisis microsite at Recommended and Enhanced is the one exception, and it is included.
- Design and layout of the Town Gazette, event production costs, venue and talent fees, and permitting.
- Lobbying, legislative advocacy, and political campaign work of any kind, legal advice, and litigation support beyond communications counsel.

RESOLUTION NO. 2026-_____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, SELECTING PUBLIC COMMUNICATORS GROUP, LLC FOR COMPREHENSIVE MARKETING AND COMMUNICATIONS SERVICES FOR THE TOWN, AND SELECTING A SERVICE OPTION IN THE AMOUNT OF $300,000; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The Town of Surfside ("Town") received a proposal from Public Communicators Group, LLC ("Consultant') attached hereto as Exhibit "A" for comprehensive marketing and communications services for the Town ("Services"), including expanded crises communications capability, enhanced resident engagement, and support for tourism initiatives as requested by the Town Commission; and

WHEREAS, the Consultant's proposal attached hereto as Exhibit "A" provides for three levels of service options, with each option providing a different scope of services; and

WHEREAS, pursuant to Section 3-13(2) of the Town's Code of Ordinances (the "Code"), contracts for professional services are exempt from competitive bidding; and

WHEREAS, the Town Commission wishes to select the Consultant's Proposal for the Services, and select the service option in the amount of $300,000, and authorize the Town Manager to negotiate and execute an agreement for the Services with the Consultant consistent with the Consultant's Proposal attached hereto as Exhibit "A", subject to final approval as to form, content, and legal sufficiency by the Town Manager and Town Attorney; and

WHEREAS, the Town Commission finds that 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. Selection of Consultant's Proposal and Service Option. The Town Commission selects the Consultant's Proposal for the Services attached hereto as Exhibit "A", and selects the service option in the amount of $300,000.

Section 3. Authorization. The Town Commission authorizes the Town Manager to negotiate and execute an agreement with the Consultant consistent with the Proposal attached hereto as Exhibit "A," subject to the approval of the Town Attorney as to form, content, and legal sufficiency, and to expend budgeted funds during the term of the agreement.

Section 4. Implementation. The Town Manager and/or designee are authorized to take any and all action necessary to implement the purposes of this Resolution and the agreement.

Section 5. Effective Date. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED on this ___ day of September, 2026.

Moved By: _____
Second By: _____

FINAL VOTE ON ADOPTION

Commissioner Andrea Travani	_____
Commissioner Gerardo Vildostegui	_____
Commissioner Dovid Weingot	_____
Vice Mayor Dayana Benmergui	_____
Mayor Shlomo Danzinger	_____

_____
Schlomo Danziger
Mayor

ATTEST:

_____
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

PUBLIC COMMUNICATORS GROUP

COMMUNICATIONS. DATA. IMPACT.

Comprehensive Marketing & Communications Services

A proposal prepared for the Town of Surfside, Florida

AUGUST 2026

PREPARED FOR

Town of Surfside
Office of the Mayor & Town Commission
9293 Harding Avenue
Surfside, FL 33154

PREPARED BY

Public Communicators Group LLC
1000 Island Blvd, Suite 1404
Aventura, FL 33160
Evan Ross, Principal
(305) 331-6300
Evan@PublicCommunicators.com

PUBLIC COMMUNICATORS GROUP
COMMUNICATIONS. DATA. IMPACT.

August 10, 2026

The Honorable Shlomo Danzinger, Mayor
and Members of the Town Commission
Town of Surfside
9293 Harding Avenue
Surfside, FL 33154

Re: Proposal for Comprehensive Marketing and Communications Services

Dear Mayor Danzinger and Members of the Commission:

Thank you for the opportunity to present this proposal. Public Communicators Group (PCG) is a strategic communications and research firm, founded in 2011, that works for governments and organizations facing consequential public moments. We serve municipalities as a fully embedded extension of their in-house communications team rather than as an outside vendor.

The closest parallel to this proposal is our work for the City of Aventura, where we have served as Agency of Record since 2021. We manage the strategic, creative, digital, and media-relations work on the City's behalf. That work has taken Aventura's video views from 73,000 to 1.76 million and produced Florida's first two-way city texting program, a channel residents opt into by topic, reply to directly, and get an answer from a real person.

Surfside is one of South Florida's most distinctive oceanfront communities: small in footprint, with an engaged and internationally connected resident base, a steady flow of visitors, and a walkable business district that gives the Town its character. Residents expect accurate, plain-spoken information from the Town, and they expect it most during hurricane season, on building-safety and resiliency matters, and at other moments when clear communication is essential.

We propose to serve as an extension of the Town's communications team, working alongside your Communications Director, Tourist Bureau, and leadership to handle day-to-day communications and to stand ready for the moments that matter. To fit a range of budgets and priorities, we have outlined three options at $210,000, $300,000, and $402,000 per year. Each covers a different scope of services on the same contract terms. The pages that follow present them side by side, along with how we would work and the terms of the engagement.

We would be honored to partner with the Town of Surfside. I would lead this engagement personally and am available at (305) 331-6300 or Evan@PublicCommunicators.com to discuss how we can tailor this scope to the Commission's priorities.

Respectfully,

Evan Ross
Principal, Public Communicators Group LLC

About Public Communicators Group

Public Communicators Group LLC is a strategic communications and research firm founded in 2011 for governments, corporations, nonprofits, organizations, and individuals facing consequential public moments. We are led by practitioners who understand government, media, boardrooms, public meetings, and the pressure of getting the message right. We set the strategy, create the content, run the channels, and measure what changes.

Move public opinion. Earn public trust.

All six of our disciplines are in-house: public relations, crisis communications, content and social media, video production, photography, and public opinion research. Decisions happen faster that way, and every output serves the same objective. For the Town, it means one accountable partner instead of a general contractor coordinating subcontractors. The same firm that sets the message produces the video, runs the channel, answers the reporter, and measures the result.

We understand the realities of Florida municipal government: the pace of a Town Commission calendar, the obligations of Florida's Sunshine and public-records laws, the need to coordinate carefully with the Town Manager's office before anything goes public, the value of working in step with an in-house Communications Director and Tourist Bureau, and the expectation that every message reflect well on the community.

Our role as Agency of Record for the City of Aventura gives us present-day experience serving an affluent, service-oriented South Florida municipality with high resident expectations, much the same profile as Surfside. The section that follows covers that engagement in detail.

Our Work for the City of Aventura

Aventura is the closest parallel we have to this proposal. PCG has served as the City's Agency of Record since 2021, running the same range of work proposed here. The results below come from that engagement.

The engagement Agency of Record since 2021	PCG sets Aventura's communications strategy, produces its creative and video, runs its digital and social channels, handles media relations, and stands up crisis and emergency communications when the City needs them. The program proposed for Surfside follows the same model, scaled to the Town and its priorities.
Social media 2021 to 2026	PCG rebuilt the program around video, with Instagram as the lead channel. Instagram video views grew **46×** (31,000 to 1.43 million) and now account for 81% of all City video views. Across every channel, video views grew **24×** (73,000 to 1.76 million), engagement **4×** (116,000 to 505,000), impressions **3×** (3.87 million to 12.01 million), and the audience roughly doubled, from 18,796 to 37,868 followers.
Two-way texting Launched October 2022	PCG built and launched **Florida's first two-way city texting program**. Residents opt in by topic, text the City directly, and get an answer from a real person. During a severe rainstorm in the summer of 2024 the program added more than **1,000 subscribers in 72 hours** and became the City's fastest and most effective channel for reaching residents.

Project communication Capital projects	Educational materials PCG produced for City construction and capital projects generated what City Manager Bryan Pegues described as **"genuine excitement around projects that would normally prompt a barrage of complaints."**

> *"Since PCG took over Aventura's communications, we have gone from simply existing to thriving."*
> Mayor Howard Weinberg, City of Aventura

Understanding Surfside's Communications Needs

This proposal is built around what a coastal community of Surfside's size and profile needs from a communications partner:

- **A trusted, transparent voice with residents.** Proactive, plain-language communication that keeps residents informed about Town initiatives and how their tax dollars are being spent, and that reinforces confidence in Town government.
- **Emergency and hurricane-season readiness.** A crisis and emergency communications capability built in advance, with pre-approved templates, channels, and protocols, so the Town can respond quickly and consistently when it matters most.
- **Building-safety and resiliency communication.** Clear, accessible updates on recertification, capital projects, beach and infrastructure resiliency, and other technical matters residents care about.
- **Multilingual, community-wide reach.** Communication that reaches Surfside's diverse, internationally connected residents on the channels they already use.
- **Direct, two-way contact with residents.** A texting channel residents opt into by topic and can reply to. It is the fastest way to reach people during a storm, and the simplest way to answer a question before it becomes a complaint.
- **Promoting Surfside.** Showcasing the Town's beach, events, cultural programming, and Harding Avenue business district to residents and visitors alike.
- **A consistent, professional brand.** One coherent look, voice, and standard across every Town channel and department.

Program Options

PCG offers three options at different price points, presented side by side below so the Commission can compare scope directly. The contract terms are identical across all three: length, renewal, annual increase, and payment terms. Only the scope of services differs.

	$210,000/year $17,500/month	**$300,000/year** $25,000/month	**$402,000/year** $33,500/month
Strategy & Planning	• Serve as Agency of Record for the Town of Surfside • Support the Town's communications in coordination with the Communications Director and Town leadership	• Serve as Agency of Record for the Town of Surfside • Support the Town's communications in coordination with the Communications Director, Tourist Bureau, and	• Serve as Agency of Record for the Town of Surfside • Support the Town's communications in coordination with the Communications Director, Tourist Bureau, and

	$210,000/year $17,500/month	$300,000/year $25,000/month	$402,000/year $33,500/month
	• Develop and maintain the Town's Communications Plan • Develop and maintain the Town's Brand and Style Guide • Develop and maintain a Town of Surfside Crisis Communications Plan • Proactively propose opportunities to improve existing communications channels, in coordination with and upon the approval of Town staff or a vote of the Town Commission	leadership • Develop and maintain the Town's Communications Plan • Develop and maintain the Town's Brand and Style Guide • Develop and maintain a Town of Surfside Crisis Communications Plan • Proactively propose opportunities to improve existing communications channels and to launch new ones, in coordination with and upon the approval of Town staff or a vote of the Town Commission	leadership • Develop and maintain the Town's Communications Plan • Develop and maintain the Town's Brand and Style Guide • Develop and maintain a Town of Surfside Crisis Communications Plan • Proactively propose opportunities to improve existing communications channels and to launch new ones, in coordination with and upon the approval of Town staff or a vote of the Town Commission
Creative & Video Production	• Videography for Town events • 24 social media videos per year • Video scripting and production • Speechwriting for Town officials	• Videography for Town events • 52 social media videos per year • Video scripting and production • Speechwriting for Town officials • “State of the Town” video production • Tourism-focused video content, produced in partnership with the Town's Tourist Bureau • Aerial/drone videography of the beach, Town assets, and Town events	• Videography for Town events • 104 social media videos per year (approximately two per week) • Video scripting and production • Speechwriting for Town officials • “State of the Town” video production • Tourism-focused video content, produced in partnership with the Town's Tourist Bureau • Aerial/drone videography of the beach, Town assets, and Town events
Digital & Social Media	• Social media content development (in partnership with Town staff) • Social media management • Social media analytics and reporting • Build out the Town's text-messaging (mass-notification) program and	• Social media content development (in partnership with Town staff) • Social media management • Social media analytics and reporting • Build out the Town's text-messaging (mass-notification) program and	• Social media content development (in partnership with Town staff) • Social media management • Social media analytics and reporting • Build out the Town's text-messaging (mass-notification) program and

	$210,000/year $17,500/month	$300,000/year $25,000/month	$402,000/year $33,500/month
	assist with its ongoing management in partnership with Town staff • Digital advertising management (15% agency fee on media)	assist with its ongoing management in partnership with Town staff • Digital advertising management (15% agency fee on media) • Article and blog writing • Town website content writing • Tourism-focused social media content in partnership with the Town's Tourist Bureau • Social media policy development and rewrite • Text messaging strategy • Monthly digital newsletter development and content writing (design handled by Town staff)	assist with its ongoing management in partnership with Town staff • Digital advertising management (15% agency fee on media) • Article and blog writing • Town website content writing • Tourism-focused social media content in partnership with the Town's Tourist Bureau • Social media policy development and rewrite • Text messaging strategy • Monthly digital newsletter development and content writing (design handled by PCG)
Media Relations	• Write and distribute media releases and statements • Build and maintain a press distribution database • Respond to media inquiries and pitch stories as opportunities arise • Organize and manage press conferences and media briefings as needed • Crisis and emergency communications (FEMA-reimbursable work billed hourly)	• Write and distribute media releases and statements • Build and maintain a press distribution database • Respond to media inquiries and pitch stories as opportunities arise • Organize and manage press conferences and media briefings as needed • Crisis and emergency communications (FEMA-reimbursable work billed hourly)	• Write and distribute media releases and statements • Build and maintain a press distribution database • Respond to media inquiries and pitch stories as opportunities arise • Organize and manage press conferences and media briefings as needed • Crisis and emergency communications (FEMA-reimbursable work billed hourly)
Reporting & Analytics	• Social media reach, views, engagement, and follower growth • TV and radio clipping • Comprehensive report prepared at least once per year	• Social media reach, views, engagement, and follower growth • TV and radio clipping • Reporting provided as needed or requested, with a comprehensive report prepared at least once per year • TV and radio value analytics • Email marketing analytics	• Social media reach, views, engagement, and follower growth • TV and radio clipping • Reporting provided as needed or requested, with a comprehensive report prepared at least once per year • TV and radio value analytics • Email marketing analytics

	$210,000/year $17,500/month	$300,000/year $25,000/month	$402,000/year $33,500/month
			• Annual resident communications and sentiment survey, with an accompanying results dashboard

Town responsibilities (all options)

Graphic design, photography, and the posting of social media content remain the responsibility of Town staff. PCG develops and manages the underlying content, channels, strategy, and analytics, and can provide graphic design or photography support as needed at the hourly rates noted under Investment.

Your Team

Evan Ross will serve as the Town's primary point of contact and lead strategist. Mr. Ross is a seasoned communications professional with deep experience across the communications industry and public service. He would lead this engagement personally, and he has served as the single public spokesperson for municipal clients during active crises.

That work extends beyond routine communications. When a senior City of North Miami Beach official was arrested on felony charges in November 2024, PCG was on site within fifteen minutes of the call, established a single spokesperson, and aligned nine decision-makers behind one message paired with immediate action. Coverage crested within two days and then receded, and city services continued uninterrupted.

Mr. Ross is supported by PCG's in-house creative, digital, research, and media-relations team, who handle day-to-day production and channel management. The Town works with one accountable partner, backed by the full capacity of the firm. PCG works day to day with the Town's Communications Director, Tourist Bureau, and leadership, coordinates with the Town Manager's office on all communications released on the Town's behalf, and supplements the Town's in-house communications staff rather than replacing them.

Investment

The chart above shows the monthly and annual cost of each option. All three are flat retainers with no separate charges for the day-to-day work included in that option's scope, and all three share the same contract terms:

Shared terms (all options)

- **Term begins:** October 1, 2026, or upon approval by the Town Commission.
- **Initial term:** Three (3) years, followed by two (2) one-year renewal options, automatically accepted unless declined by either party 90 days prior to renewal.
- **Annual increase:** Each year, PCG receives an increase in compensation and bonus equal to that provided to the Town's employees. The first adjustment takes effect on October 1, 2027.
- **Payment terms:** NET 15. Invoices reference “Communications Services.”

Rates for work not included in scope

- Graphic Design: **$175 per hour**
- All other work: **$345 per hour**
- Digital advertising media: **billed at a 15% agency fee**
- FEMA-reimbursable work: **billed hourly**

Hourly rates (graphic design and all other work) increase by 5% each year.

Why Public Communicators Group

- **An extension of your team.** We work alongside your Communications Director, Tourist Bureau, and leadership, embedded in your priorities and calendar rather than reacting from the outside.
- **Six disciplines under one roof.** Public relations, crisis communications, content and social media, video production, photography, and public opinion research are all in-house, so decisions happen faster and every output serves the same objective.
- **Public-sector fluency.** Municipal work is the core of our practice. We operate within Sunshine and public-records requirements, plan around the Commission calendar, and coordinate closely with the Town Manager's office by default.
- **Standing with the press.** A free press represents a free society. Our relationships with the journalists who cover our clients are built on truth. We go out of our way to help reporters get the story right, and we position our clients to look their best in it.
- **Ready for the moment.** Crisis and emergency communications capability is built in advance, so the Town is prepared before hurricane season or any critical event arrives. In North Miami Beach, that meant being on site within fifteen minutes of the first call.
- **We measure what changes.** Reach, engagement, and earned coverage are reported against the objective. Where the Town wants a harder read, we field statistically valid public opinion research and publish the sample, frame, weighting, and error band beside every number.
- **A proven foundation.** Each option draws on the same program we deliver for the City of Aventura today, scoped to match the Town's budget and priorities.

Next Steps

We would welcome the opportunity to present these options to the Commission and to refine the final scope around the Town's budget and priorities. A draft services agreement is available and can be finalized to match whichever option the Town selects.

To proceed or to discuss, please contact Evan Ross at **(305) 331-6300** or **Evan@PublicCommunicators.com**.

Communications. Data. Impact.

Public Communicators Group LLC • (305) 331-6300 • Evan@PublicCommunicators.com

MEMORANDUM

ITEM NO. 5C.

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

From: Sandra N. McCready, Acting Town Manager

Date: September 3, 2026

Subject: **Extending the Beach Furniture and Hospitality Services Agreement with Beach Time Max, LLC.**

Town Administration recommends approval of the resolution including the add on services and the cost associated with it.

The Town Commission approved an agreement with Beach Time Max, LLC for Beach Furniture Services on November 15, 2022. The Town and Contractor subsequently executed the agreement on January 10, 2023.

Pursuant to Section 3.2 of the agreement, the agreement was extended for two additional years through Resolution No. 2024-3335, adopted October 8, 2024, and Resolution No. 2025-3457, adopted November 12, 2025. The extensions included a 3% increase in accordance with the agreement.

Town Administration has determined that continuing these services, including the additional hospitality services, and extending the agreement is in the best interest and welfare of the Town.

The current service and pricing requirements include:

- **50 to 80 lounge chairs: $400.00** per month.
- **Additional weekend personnel:** 4 hours per day at $23.00 per hour, for a monthly cost of **$800.00**.
- **Hospitality Services:** The Contractor will provide additional hospitality services to enhance the beach experience for residents and visitors, including guest assistance, beach chair and towel support, and other related hospitality functions as directed by the Town.

- **Water Service:** Water will be provided by the Town and supplied at the Contractor's cost, as the Contractor's supplier does not carry boxed water and only provides water in plastic containers.
- **Operating Schedule:** Beach furniture and hospitality services shall operate in accordance with and coincide with the lifeguard stand hours of operation.

Beach Time Max Agreement

Resolution No. 2024-3335 Approving an Extension of the Agreement with Beach Time Max, LLC for Beach Furniture Services

Resolution No. 2025-3457 Approving an Extension of the Agreement with Beach Time Max, LLC for Beach Furniture Service Operations

Beach Time Max, LLC Contract Extension 10-2024

Beach Time Max, LLC Contract Second Extension 11-2025

Resolution Extending Beach Time Max Agreement for Beach Service Operations

AGREEMENT FOR
BEACH FURNITURE SERVICE OPERATIONS
BETWEEN
THE TOWN OF SURFSIDE
AND
BEACH TIME MAX, LLC

THIS AGREEMENT (this "Agreement") is made effective as of the 10 day of January, 2023 (the "Effective Date"), by and between the **TOWN OF SURFSIDE,** a Florida municipal corporation, (hereinafter the "Town"), and **BEACH TIME MAX, LLC,** a Florida limited liability company (hereinafter, the "Contractor").

WHEREAS, the Town desires certain beach furniture service operations for residents at the Town's Community Center; and

WHEREAS, the Contractor will perform services on behalf of the Town, all as further set forth in the Terms and Conditions attached hereto as Exhibit "A" (the "Services"); and

WHEREAS, the Contractor and Town, through mutual negotiation, have agreed upon a fee for 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. Contractor shall provide the Services set forth in the Terms and Conditions attached hereto as Exhibit "A" and incorporated herein by reference (the "Services").

1.2. 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.

2. **Term/Commencement Date.**

2.1. The term of this Agreement shall be from the Effective Date through September 30, 2024, unless earlier terminated in accordance with Paragraph 8 (the "Initial Term"). Additionally, the Town Manager may renew this Agreement for additional one (1) year periods, upon the same terms and conditions attached hereto as Exhibit "A" except that rates/fees shall be as set forth on Section 3.1, and upon the mutual agreement of the parties ("Renewal Term(s)").

2.2. Contractor agrees that time is of the essence and Contractor shall complete the Services within the term of this Agreement, unless extended by the Town Manager.

3. **Compensation and Payment.**

3.1. Compensation for Services provided by Contractor shall be in accordance with the Terms and Conditions attached hereto as Exhibit "A." Contractor shall be compensated a monthly flat rate of $11,820.00 and not to exceed $141,840.00 annually for the Initial Term, in accordance with the Price Schedule attached hereto as Exhibit "B" unless approved in writing by the Town Manager via Purchase Order.

3.1.1. The Contractor will be compensated up to $13,500.00 for the purchase, delivery, and installation of a storage unit. The Town will have ownership of the storage unit after it is installed.

3.2. After the Initial Term, the rate/fees shall increase by three percent (3%) for each year of the Renewal Term starting on October1, 2024 and each October 1 thereafter. If the Effective Date is a date other than the first day of the month, Town shall pay Contractor on the Effective Date the monthly rate/fee prorated for the number of days in the month.

3.3. In the event that the Town requests additional beach chairs and/or umbrellas ("Additional Furniture"), the Town shall pay the Contractor per unit basis in accordance with the Pricing Schedule attached hereto as Exhibit "B." Unless amended, the Town may increase the annual payment by up to $3,000.00.

3.4. Contractor shall deliver an invoice to Town no more often than once per month detailing Services completed and the amount due to Contractor under this Agreement. Fees shall be paid in arrears each month, pursuant to Contractor's invoice. 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.

4.2. Contractor may only utilize the services of a particular subcontractor with the prior written approval of the Town Manager, which approval may 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 as is ordinarily provided by a Contractor under similar circumstances. 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, Town 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 and first class manner.

6.3. The Contractor represents that it 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 services to any private sector entities with any current, or foreseeable, adversarial issues in the Town.

8. Termination.

8.1. The Town Manager, without cause, may terminate this Agreement upon sixty (60) 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 not less than those specified below as satisfactory to Town, naming the Town as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the Town, its officials, employees, agents, and volunteers naming the Town as additional insured. Any insurance maintained by the Town shall be in excess of the Contractor's insurance and shall not contribute to the Contractor's insurance. The insurance coverages shall include at a minimum the amounts set forth in this section and may be increased by the Town as it deems necessary or prudent.

9.1.1. Commercial General Liability coverage with limits of liability of not less than a $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 with minimum limits 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 with minimum limits 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, without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.

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 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 include no less than (30) thirty-day advance written notice to Town prior to cancellation, termination, or material alteration of said policies or insurance. The Contractor shall be responsible for assuring that the insurance certificates 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 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.

9.3. **Additional Insured.** Except with respect to Professional Liability Insurance and Worker's Compensation Insurance, the Town is to be specifically 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, 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 the Contractor's insurance. The Contractor'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 (for applicable policies) in the same manner as if separate policies had been issued to each.

9.4. **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.

9.5. 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 all 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, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising from Contractor's performance or non-performance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the Contractor and third parties made pursuant to this Agreement. 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.

12.2. 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.

12.3. 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 AGREEEMENT, 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. Specifically, Contractor shall comply with the Town's Beach Furniture Ordinance, as may be mended from time to time, codified in Chapter 86 (Waterways), Article II (Public Beaches), Sections 86-26 to 86-41, of the Town's Code.

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 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.

28. **E-Verify Affidavit.** In accordance with Section 448.095, Florida Statutes, the Town requires all contractors doing business with the Town to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Town will not enter into a contract unless each party to the contract registers with and uses the E-Verify system. The contracting entity must provide its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify. By entering into this Agreement, the Contractor acknowledges that it has read Section 448.095, Florida Statutes; will comply with the E-Verify requirements imposed by Section 448.095, Florida Statutes, including but not limited to obtaining E-Verify affidavits from subcontractors; and has executed the required affidavit attached hereto and incorporated herein.

29. **Background Checks.** Prior to the execution of this Agreement, the Contractor shall furnish the Town with a copy of a screening and background check, including a criminal background check for Contractor, its officials, agents, employees or subcontractors providing Services under this Agreement. The Contractor shall be responsible for updating the Town in writing with any additions and deletions of the individuals authorized to provide Services under this Agreement. In the event that additional individuals are authorized to perform such Services, the Contractor shall furnish the Town with a copy of a screening and background check, including a criminal background check, prior to such individual commencing such Services. It shall be in the Town Manager's complete and sole discretion as to whether the type of check and the results are acceptable.

[Remainder of page intentionally left blank.
Signature page and E-Verify Affidavit follows.]

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: _____
Hector Gomez
Acting Town Manager

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:
Andrew Hyatt
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
2800 Ponce de Leon Boulevard, 12th Floor
Coral Gables, FL 33134
larango@wsh-law.com (email)

CONTRACTOR

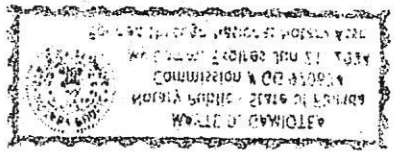
BEACH TIME MAX, LLC, a Florida limited liability company

By: _____
Name: Luis Soto
Title: Manager
Entity: Beach Time Max LLC

Addresses for Notice:
1225 Normandy Dr #10
Miami Beach FL 33141
786 539 7123 (telephone)
_____(facsimile)
_____(email)

With a copy to:
_____
_____
_____
_____
_____(telephone)
_____(facsimile)
_____(email)

EXHIBIT "A"
TERMS AND CONDITIONS



Town of Surfside Beach Furniture Service Operations

Terms and Conditions

1. Mission Statement

Our mission is to provide the Surfside Residents a first-class, well maintained beach furniture service in which they can enjoy during their leisure time. The beach furniture operation will strictly comply with the Town's beach furniture ordinance.

2. Hours of Operation

The beach furniture service will run in accordance with the Town of Surfside's Parks and Recreation Beach lifeguard tower operating hours listed below.

Month	Beach
January	9:00 am – 5:00 pm
February	9:00 am – 5:00 pm
March	9:00 am – 5:00 pm
April	9:00 am – 5:00 pm
May	9:00 am – 5:30 pm
June	9:00 am – 6:00 pm
July	9:00 am – 6:00 pm
August	9:00 am – 6:00 pm
September	9:00 am – 5:30 pm
October	9:00 am – 5:00 pm
November	9:00 am – 5:00 pm
December	9:00 am – 5:00 pm

Beach furniture shall not inhibit reasonable access on the beach for pedestrians and emergency vehicles, nor impact any native vegetation, nor affect sea turtle nesting areas or other wildlife.

3. Setup Specification

All beach furniture setup is required to comply with the Town of Surfside Beach Furniture ordinance. All set up shall commence at 9:00 am (in accordance with the beach lifeguard hours). The preset number of chairs and umbrellas will be as followed and follows the Town's Beach Ordinance:

- Chairs: 20
- Umbrellas: 10

*The Town reserves the right to change the preset number, to reduce or add chairs at any time in compliance with the Town Beach Ordinance which is subject to change by the Town Commission

4. Furniture: Chairs and Umbrellas

50 – Lounge chairs

- The Town requires for the chairs to be Chaise Lounge aluminum frame (Asch50) with 3-inch customizable cushions (umbrella material). (Comparable model can be used as substitute)

25 – Umbrellas - with Town logo (to be provided by Town)

25 – Small tables for cup holders

2 - Beach cart – for set up/breakdown

5. Staffing responsibility

Two (2) beach attendants will operate the beach furniture service seven (7) days a week. The only day operations will not be provided will be Christmas Day. They will be responsible for setting beach furniture, safely securing umbrellas, removing any garbage created by residents, enforcing resident only ID policy, and monitoring the weather to ensure timely removal of furniture during inclement weather. Beach operator will be required to assign a designee for all communication with the Town of Surfside.

6. ID Policy

The beach furniture service is for Surfside Residents **ONLY.** Beach attendants will be responsible for checking ID's and ensuring furniture is only being used by Residents. Valid Proof of residency will be required for beach furniture usage. Surfside Residents must present a valid Florida driver license with Surfside Address or Community Center ID's.

7. Beach Cleaning

Before starting the work day, Beach Attendants must verify that the work area is completely free of garbage, at the end of the work day the must ensure to leave the work area clean. Cleaning must comply with the requirements in the Town Beach Ordinance.

8. Storage

Beach operator is responsible for purchasing storage unit to store all the beach furniture. All beach furniture will be stored in a designated area within the Community Center. At the end of the operating hours, beach attendant is responsible for storing all beach furniture inside the designated storage and lock/secure the storage. All storage regulations must comply with Town ordinances and Code. The Town agrees to reimburse an up to $13,500 one-time fee for the purchase, delivery, and installation of the storage unit.

9. Lightning Detection Policy

Beach furniture attendants are required to follow the Town of Surfside's Lightning procedure. In case of lightning within a 7-mile radius, a loud one-time horn (RED ALERT) will go off indicating lightning in the area. At that time, beach attendants are responsible for alerting all residents that are utilizing the beach chair operations to vacate the beach and seek shelter immediately. Beach attendant must also seek shelter immediately after resident notification. Operations will not be allowed to resume until we receive the all clear notice (3 loud horns). Beach attendants are required to keep track of the lightning app that the Town follows: EarthNetworks Sferic Siren Status

10. Beach Hazardous Conditions

In the event of hazardous beach conditions (Red Flags), beach furniture attendants must pick up and store all beach furniture equipment if notified by the Town of Surfside. The Town of Surfside will communicate with the beach attendants to inform them of any hazardous conditions as they arise. All beach warning flags will be flown at the beach lifeguard tower and the community center during lifeguard beach operating hours.



E-VERIFY AFFIDAVIT

In accordance with Section 448.095, Florida Statutes, the Town requires all contractors doing business with the Town to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Town will not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify

By signing below, the contracting entity acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subcontractors.

☑ **Check here to confirm proof of enrollment in E-Verify has been attached to this Affidavit.**

In the presence of:

Witness #1 Print Name: Adrian Hernandez

Witness #2 Print Name: Tim M. Tian

Signed, sealed and delivered by:

Print Name: Luis Soto

Title: Manager

Entity Name: Beach Time Max LLC

ACKNOWLEDGMENT

State of Florida
County of Miami Dade

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 10 day of January, 2023, by Luis Soto (name of person) as Manager (type of authority) for _____ (name of party on behalf of whom instrument is executed).

Mayte D. Gamiotea
Notary Public (Print, Stamp, or Type as Commissioned)

✓ Personally known to me; or
_____ Produced identification (Type of Identification: _____)
_____ Did take an oath; or
_____ Did not take an oath

MAYTE D. GAMIOTEA
Notary Public - State of Florida
Commission # GG 970674
My Comm. Expires Jun 21, 2024
Bonded through National Notary Assn.

RESOLUTION NO. 2024-3335

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AN EXTENSION OF THE AGREEMENT WITH BEACH TIME MAX, LLC FOR BEACH FURNITURE SERVICE OPERATIONS AT THE COMMUNITY CENTER; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE EXTENSION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside (the "Town") implemented beach furniture service operations at the Town's Community Center for the exclusive use by Town residents (the "Services"); and

WHEREAS, the Town approved the Services with Beach Time Max, LLC ("Contractor") on November 15, 2022; and

WHEREAS, Contractor and the Town executed an agreement on January 10, 2023 for the Services ("Agreement"); and

WHEREAS, pursuant to Section 3-2 of the Agreement, the rate/fees shall increase by three (3%) percent for each annual renewal term starting on October 1, 2024; and

WHEREAS, the Town Administration recommends to renew the Agreement for another annual term; and

WHEREAS, the Town Commission finds the Services and this Resolution are 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. **Implementation.** The Town Manager, subject to legal review and approval as to form and legal sufficiency by the Town Attorney, is hereby authorized to take all actions necessary to continue with the Services, the Agreement, and the purposes of this Resolution.

Section 3. **Effective Date.** This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED this 8th day of October, 2024.

Motion By: Commissioner Velasquez
Second By: Vice Mayor Paul

FINAL VOTE ON ADOPTION:

Commissioner Ruben A. Coto	Yes
Commissioner Nelly Velasquez	Yes
Commissioner Gerardo Vildostegui	Yes
Vice Mayor Tina Paul	Yes
Mayor Charles W. Burkett	Yes

_____
Charles W. Burkett, Mayor

ATTEST:

_____
Sandra N. McCready, MMC
Town Clerk

TOWN OF SURFSIDE INCORPORATED SEAL 1935 DADE COUNTY, FLA.

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

_____
Mark Blumstein
Town Attorney

RESOLUTION NO. 2025-3457

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AN EXTENSION OF THE AGREEMENT WITH BEACH TIME MAX, LLC FOR BEACH FURNITURE SERVICE OPERATIONS AT THE COMMUNITY CENTER; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE EXTENSION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside (the "Town") implemented beach furniture service operations at the Town's Community Center for the exclusive use by Town residents (the "Services"); and

WHEREAS, the Town approved the Services with Beach Time Max, LLC ("Contractor") on November 15, 2022; and

WHEREAS, Contractor and the Town executed an agreement on January 10, 2023 for the Services ("Agreement"); and

WHEREAS, pursuant to Section 3.2 of the Agreement, the rate/fees shall increase by three (3%) percent for each annual renewal term starting on October 1, 2024; and

WHEREAS, the Town Administration recommends renewal of the Agreement for another annual term; and

WHEREAS, the Town Commission finds the Services and this Resolution are 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. **Implementation.** The Town Manager, subject to legal review and approval as to form and legal sufficiency by the Town Attorney, is hereby authorized to take all actions necessary to continue with the Services, the Agreement, and the purposes of this Resolution.

Section 3. **Effective Date.** This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED this 12th day of November, 2025.

Motion By: Vice Mayor Paul,
Second By: Commissioner Vildostegui.

FINAL VOTE ON ADOPTION:

Commissioner Ruben A. Coto	Yes
Commissioner Nelly Velasquez	Absent
Commissioner Gerardo Vildostegui	Yes
Vice Mayor Tina Paul	Yes
Mayor Charles W. Burkett	Yes

Charles W. Burkett, Mayor

ATTEST:

Sandra N. McCready, MMC
Town Clerk

TOWN OF SURFSIDE INCORPORATED SEAL 1935 DADE COUNTY, FLA.

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Thais Hernandez
Town Attorney

AGREEMENT FOR
BEACH FURNITURE SERVICE OPERATIONS
BETWEEN
THE TOWN OF SURFSIDE
AND
BEACH TIME MAX, LLC

THIS AGREEMENT (this "Agreement") is made effective as of the 10 day of January, 2023 (the "Effective Date"), by and between the **TOWN OF SURFSIDE**, a Florida municipal corporation, (hereinafter the "Town"), and **BEACH TIME MAX, LLC**, a Florida limited liability company (hereinafter, the "Contractor").

WHEREAS, the Town desires certain beach furniture service operations for residents at the Town's Community Center; and

WHEREAS, the Contractor will perform services on behalf of the Town, all as further set forth in the Terms and Conditions attached hereto as Exhibit "A" (the "Services"); and

WHEREAS, the Contractor and Town, through mutual negotiation, have agreed upon a fee for 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. Contractor shall provide the Services set forth in the Terms and Conditions attached hereto as Exhibit "A" and incorporated herein by reference (the "Services").

   1.2. 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.

2. **Term/Commencement Date.**

   2.1. The term of this Agreement shall be from the Effective Date through September 30, 2024, unless earlier terminated in accordance with Paragraph 8 (the "Initial Term"). Additionally, the Town Manager may renew this Agreement for additional one (1) year periods, upon the same terms and conditions attached hereto as Exhibit "A" except that rates/fees shall be as set forth on Section 3.1, and upon the mutual agreement of the parties ("Renewal Term(s)").

   2.2. Contractor agrees that time is of the essence and Contractor shall complete the Services within the term of this Agreement, unless extended by the Town Manager.

3. **Compensation and Payment.**

3.1. Compensation for Services provided by Contractor shall be in accordance with the Terms and Conditions attached hereto as Exhibit "A." Contractor shall be compensated a monthly flat rate of $11,820.00 and not to exceed $141,840.00 annually for the Initial Term, in accordance with the Price Schedule attached hereto as Exhibit "B" unless approved in writing by the Town Manager via Purchase Order.

3.1.1. The Contractor will be compensated up to $13,500.00 for the purchase, delivery, and installation of a storage unit. The Town will have ownership of the storage unit after it is installed.

3.2. After the Initial Term, the rate/fees shall increase by three percent (3%) for each year of the Renewal Term starting on October1, 2024 and each October 1 thereafter. If the Effective Date is a date other than the first day of the month, Town shall pay Contractor on the Effective Date the monthly rate/fee prorated for the number of days in the month.

3.3. In the event that the Town requests additional beach chairs and/or umbrellas ("Additional Furniture"), the Town shall pay the Contractor per unit basis in accordance with the Pricing Schedule attached hereto as Exhibit "B." Unless amended, the Town may increase the annual payment by up to $3,000.00.

3.4. Contractor shall deliver an invoice to Town no more often than once per month detailing Services completed and the amount due to Contractor under this Agreement. Fees shall be paid in arrears each month, pursuant to Contractor's invoice. 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.

4.2. Contractor may only utilize the services of a particular subcontractor with the prior written approval of the Town Manager, which approval may 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 as is ordinarily provided by a Contractor under similar circumstances. 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, Town 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 and first class manner.

6.3. The Contractor represents that it 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 services to any private sector entities with any current, or foreseeable, adversarial issues in the Town.

8. **Termination.**

8.1. The Town Manager, without cause, may terminate this Agreement upon sixty (60) 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 not less than those specified below as satisfactory to Town, naming the Town as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the Town, its officials, employees, agents, and volunteers naming the Town as additional insured. Any insurance maintained by the Town shall be in excess of the Contractor's insurance and shall not contribute to the Contractor's insurance. The insurance coverages shall include at a minimum the amounts set forth in this section and may be increased by the Town as it deems necessary or prudent.

9.1.1. Commercial General Liability coverage with limits of liability of not less than a $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 with minimum limits 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 with minimum limits 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, without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.

9.2. <u>Certificate of Insurance</u>. 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 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 include no less than (30) thirty-day advance written notice to Town prior to cancellation, termination, or material alteration of said policies or insurance. The Contractor shall be responsible for assuring that the insurance certificates 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 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.

9.3. **Additional Insured.** Except with respect to Professional Liability Insurance and Worker's Compensation Insurance, the Town is to be specifically 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, 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 the Contractor's insurance. The Contractor'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 (for applicable policies) in the same manner as if separate policies had been issued to each.

9.4. **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.

9.5. 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 all 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, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising from Contractor's performance or non-performance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the Contractor and third parties made pursuant to this Agreement. 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.

12.2. 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.

12.3. 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 AGREEEMENT, 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. Specifically, Contractor shall comply with the Town's Beach Furniture Ordinance, as may be mended from time to time, codified in Chapter 86 (Waterways), Article II (Public Beaches), Sections 86-26 to 86-41, of the Town's Code.

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 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.

28. **E-Verify Affidavit.** In accordance with Section 448.095, Florida Statutes, the Town requires all contractors doing business with the Town to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Town will not enter into a contract unless each party to the contract registers with and uses the E-Verify system. The contracting entity must provide its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify. By entering into this Agreement, the Contractor acknowledges that it has read Section 448.095, Florida Statutes; will comply with the E-Verify requirements imposed by Section 448.095, Florida Statutes, including but not limited to obtaining E-Verify affidavits from subcontractors; and has executed the required affidavit attached hereto and incorporated herein.

29. **Background Checks.** Prior to the execution of this Agreement, the Contractor shall furnish the Town with a copy of a screening and background check, including a criminal background check for Contractor, its officials, agents, employees or subcontractors providing Services under this Agreement. The Contractor shall be responsible for updating the Town in writing with any additions and deletions of the individuals authorized to provide Services under this Agreement. In the event that additional individuals are authorized to perform such Services, the Contractor shall furnish the Town with a copy of a screening and background check, including a criminal background check, prior to such individual commencing such Services. It shall be in the Town Manager's complete and sole discretion as to whether the type of check and the results are acceptable.

|Remainder of page intentionally left blank.
Signature page and E-Verify Affidavit follows.|

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: _____
Hector Gomez
Acting Town Manager

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:
Andrew Hyatt
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
2800 Ponce de Leon Boulevard, 12th Floor
Coral Gables, FL 33134
larango@wsh-law.com (email)

CONTRACTOR

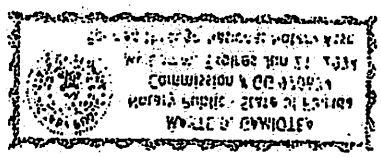
BEACH TIME MAX, LLC, a Florida limited liability company

By: _____
Name: LUIS SOTO
Title: Manager
Entity: Beach Time Max LLC

Addresses for Notice:
1225 Normandy Dr #10
Miami Beach FL 33141
786 539 7123 (telephone)
_____(facsimile)
_____(email)

With a copy to:
_____
_____
_____
_____
_____(telephone)
_____(facsimile)
_____(email)

EXHIBIT "A"
TERMS AND CONDITIONS



Town of Surfside Beach Furniture Service Operations

Terms and Conditions

1. Mission Statement

Our mission is to provide the Surfside Residents a first-class, well maintained beach furniture service in which they can enjoy during their leisure time. The beach furniture operation will strictly comply with the Town's beach furniture ordinance.

2. Hours of Operation

The beach furniture service will run in accordance with the Town of Surfside's Parks and Recreation Beach lifeguard tower operating hours listed below.

Month	Beach
January	9:00 am – 5:00 pm
February	9:00 am – 5:00 pm
March	9:00 am – 5:00 pm
April	9:00 am – 5:00 pm
May	9:00 am – 5:30 pm
June	9:00 am – 6:00 pm
July	9:00 am – 6:00 pm
August	9:00 am – 6:00 pm
September	9:00 am – 5:30 pm
October	9:00 am – 5:00 pm
November	9:00 am – 5:00 pm
December	9:00 am – 5:00 pm

Beach furniture shall not inhibit reasonable access on the beach for pedestrians and emergency vehicles, nor impact any native vegetation, nor affect sea turtle nesting areas or other wildlife.

3. Setup Specification

All beach furniture setup is required to comply with the Town of Surfside Beach Furniture ordinance. All set up shall commence at 9:00 am (in accordance with the beach lifeguard hours). The preset number of chairs and umbrellas will be as followed and follows the Town's Beach Ordinance:

- Chairs: 20
- Umbrellas: 10

*The Town reserves the right to change the preset number, to reduce or add chairs at any time in compliance with the Town Beach Ordinance which is subject to change by the Town Commission

4. Furniture: Chairs and Umbrellas

50 – Lounge chairs

- The Town requires for the chairs to be Chaise Lounge aluminum frame (Asch50) with 3-inch customizable cushions (umbrella material). (Comparable model can be used as substitute)

25 – Umbrellas - with Town logo (to be provided by Town)

25 – Small tables for cup holders

2 - Beach cart – for set up/breakdown

5. Staffing responsibility

Two (2) beach attendants will operate the beach furniture service seven (7) days a week. The only day operations will not be provided will be Christmas Day. They will be responsible for setting beach furniture, safely securing umbrellas, removing any garbage created by residents, enforcing resident only ID policy, and monitoring the weather to ensure timely removal of furniture during inclement weather. Beach operator will be required to assign a designee for all communication with the Town of Surfside.

6. ID Policy

The beach furniture service is for Surfside Residents **ONLY.** Beach attendants will be responsible for checking ID's and ensuring furniture is only being used by Residents. Valid Proof of residency will be required for beach furniture usage. Surfside Residents must present a valid Florida driver license with Surfside Address or Community Center ID's.

7. Beach Cleaning

Before starting the work day, Beach Attendants must verify that the work area is completely free of garbage, at the end of the work day the must ensure to leave the work area clean. Cleaning must comply with the requirements in the Town Beach Ordinance.

8. Storage

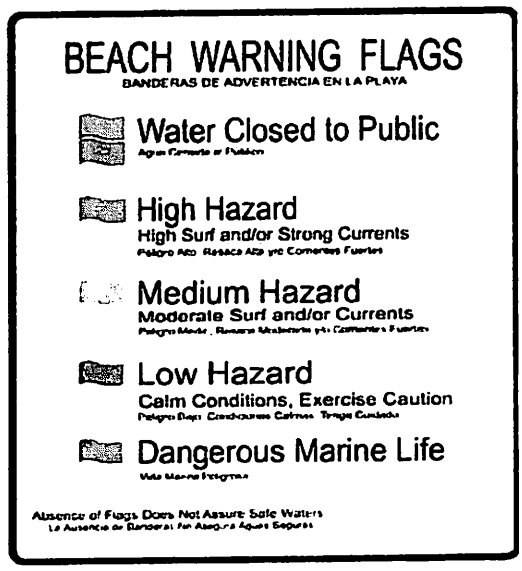
Beach operator is responsible for purchasing storage unit to store all the beach furniture. All beach furniture will be stored in a designated area within the Community Center. At the end of the operating hours, beach attendant is responsible for storing all beach furniture inside the designated storage and lock/secure the storage. All storage regulations must comply with Town ordinances and Code. The Town agrees to reimburse an up to $13,500 one-time fee for the purchase, delivery, and installation of the storage unit.

9. Lightning Detection Policy

Beach furniture attendants are required to follow the Town of Surfside's Lightning procedure. In case of lightning within a 7-mile radius, a loud one-time horn (RED ALERT) will go off indicating lightning in the area. At that time, beach attendants are responsible for alerting all residents that are utilizing the beach chair operations to vacate the beach and seek shelter immediately. Beach attendant must also seek shelter immediately after resident notification. Operations will not be allowed to resume until we receive the all clear notice (3 loud horns). Beach attendants are required to keep track of the lightning app that the Town follows: EarthNetworks Sferic Siren Status

10. Beach Hazardous Conditions

In the event of hazardous beach conditions (Red Flags), beach furniture attendants must pick up and store all beach furniture equipment if notified by the Town of Surfside. The Town of Surfside will communicate with the beach attendants to inform them of any hazardous conditions as they arise. All beach warning flags will be flown at the beach lifeguard tower and the community center during lifeguard beach operating hours.



E-VERIFY AFFIDAVIT

In accordance with Section 448.095, Florida Statutes, the Town requires all contractors doing business with the Town to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Town will not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify

By signing below, the contracting entity acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subcontractors.

☑ **Check here to confirm proof of enrollment in E-Verify has been attached to this Affidavit.**

In the presence of:

Witness #1 Print Name: Adrian Hernandez

Witness #2 Print Name: Tim Mitan

Signed, sealed and delivered by:

Print Name: Luis Soto

Title: Manager

Entity Name: Beach Time Max LLC

ACKNOWLEDGMENT

State of Florida
County of Miami Dade

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 10 day of January, 2023, by Luis Soto (name of person) as Manager (type of authority) for _____ (name of party on behalf of whom instrument is executed).

Mayte D. Gamiotea
Notary Public (Print, Stamp, or Type as Commissioned)

✓ Personally known to me; or
_____ Produced identification (Type of Identification: _____)
_____ Did take an oath; or
_____ Did not take an oath

MAYTE D. GAMIOTEA
Notary Public - State of Florida
Commission # GG 970674
My Comm. Expires Jun 21, 2024
Bonded through National Notary Assn.

RESOLUTION NO. 2024-3335

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AN EXTENSION OF THE AGREEMENT WITH BEACH TIME MAX, LLC FOR BEACH FURNITURE SERVICE OPERATIONS AT THE COMMUNITY CENTER; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE EXTENSION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside (the "Town") implemented beach furniture service operations at the Town's Community Center for the exclusive use by Town residents (the "Services"); and

WHEREAS, the Town approved the Services with Beach Time Max, LLC ("Contractor") on November 15, 2022; and

WHEREAS, Contractor and the Town executed an agreement on January 10, 2023 for the Services ("Agreement"); and

WHEREAS, pursuant to Section 3-2 of the Agreement, the rate/fees shall increase by three (3%) percent for each annual renewal term starting on October 1, 2024; and

WHEREAS, the Town Administration recommends to renew the Agreement for another annual term; and

WHEREAS, the Town Commission finds the Services and this Resolution are 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. **Implementation.** The Town Manager, subject to legal review and approval as to form and legal sufficiency by the Town Attorney, is hereby authorized to take all actions necessary to continue with the Services, the Agreement, and the purposes of this Resolution.

Section 3. **Effective Date.** This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED this 8th day of October, 2024.

Motion By: Commissioner Velasquez
Second By: Vice Mayor Paul

FINAL VOTE ON ADOPTION:

Commissioner Ruben A. Coto	Yes
Commissioner Nelly Velasquez	Yes
Commissioner Gerardo Vildostegui	Yes
Vice Mayor Tina Paul	Yes
Mayor Charles W. Burkett	Yes

Charles W. Burkett, Mayor

ATTEST:

TOWN OF SURFSIDE INCORPORATED SEAL 1935 DADE COUNTY, FLA.

Sandra N. McCready, MMC
Town Clerk

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

Mark Blumstein
Town Attorney

OFFICE OF THE TOWN MANAGER
MUNICIPAL BUILDING
9293 HARDING AVENUE
SURFSIDE, FL 33154

VIA EMAIL ONLY

October 16, 2024

Beach Time Max, LLC
Luis Soto, Manager
beachtimemax@gmail.com
1225 Normandy Dr #10
Miami Beach, FL 33154

RE: Town of Surfside Beach Time Max Agreement - Extension

Dear Mr. Soto,

The above referenced Agreement expired on September 30, 2024. The contract allows for extension for one (1) additional year period, upon the same terms and conditions of the agreement. If Beach Time Max would like to extend for one more additional year at the same terms and conditions of the agreement, please sign below, scan and return this letter to PJankowski@townofsurfsidefl.gov.

If you have any questions or need any additional information, please feel free to contact me at any time.

Sincerely,

Peter Jankowski
Town Manager

Authorized Beach Max Time, LLC Representative:

Name (Printed) Luis Soto Title: General Manager

Authorized Town of Surfside Representative:

Name (Printed) Peter Jankowski Title: Town Manager

TOWN OF SURFSIDE

MUNICIPAL BUILDING
9293 HARDING AVENUE
SURFSIDE, FLORIDA 33154-3009

VIA EMAIL ONLY

November 13, 2025

Beach Time Max, LLC
Luis Soto, Manager
beachtimemax@gmail.com
1225 Normandy Dr. #10
Miami Beach, Fl 33154

Re: Town of Surfside Beach Time Max Agreement – Second Extension

Dear Mr. Soto,

The above referenced Agreement expired on September 30, 2025. The contract allows for the renewal of the agreement for additional one (1) year periods, upon the same terms and conditions subject to the provision of paragraph 3. If Beach Time Max would like to extend for one more additional year at the same terms and conditions of the agreement, please sign below, scan and return this letter to mdiaz@townofsurfsidefl.gov.

If you have any questions or need any additional information, please feel free to contact me at any time.

Sincerely,

Mario Diaz
Acting Town Manager

Authorized Beach Max Time, LLC Representative:

_____

Name (Printed) Luis Soto Title: Manager

Authorized Town of Surfside Representative:

_____

Name (Printed) Mario Diaz Title: Acting Town Manager

RESOLUTION NO. 2026-_____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AN EXTENSION FOR FISCAL YEAR 2027 WITH BEACH TIME MAX, LLC FOR BEACH FURNITURE, HOSPITALITY AND RELATED BEACH AMENITY SERVICES AT THE COMMUNITY CENTER; APPROVING ADDITIONAL SERVICES AND FEES; AUTHORIZING THE TOWN MANAGER TO EXECUTE ANY NECESSARY AMENDMENTS TO THE AGREEMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside (the "Town") implemented beach furniture service operations and related hospitality and beach amenity services at the Town Community Center for the exclusive use by Town residents ("Services"); and

WHEREAS, on January 10, 2023, the Town entered into an agreement with Beach Time Max, LLC ("Contractor") for the Services ("Agreement"); and

WHEREAS, the initial term of the Agreement expired on September 30, 2024, and, pursuant to Section 3.2 of the Agreement, the Town Commission extended the Agreement through September 30, 2025 pursuant to Resolution No. 2024-3335, and thereafter approved a second extension through September 30, 2026 pursuant to Resolution No. 2025-3457, with the extensions including a three percent (3%) annual increase in accordance with the Agreement; and

WHEREAS, the Town Administration recommends approval of a third extension to the Agreement with the Contractor for the Services for FY 2027 from October 1, 2026 to September 30, 2027 ("Extension"), for a fee of $154,992.40 including the annual 3% fee increase, plus additional services in the amount of $1,200 monthly or $14,400 annually, for a total fee amount of $169,392.40 for FY 2027; and

WHEREAS, the Consultant and Town have agreed on a scope for additional or add-on services and corresponding fees, for: (i) increase to the lounge chairs from 50 to 80 at $400.00 per month; (ii) additional weekend personnel for four (4) hours per day at $23.00 per hour for a monthly cost of $800.00; (iii) hospitality services to enhance the beach experience for residents and visitors; (iv) operation of the beach furniture and hospitality services in accordance with and coinciding with lifeguard stand hours of operation; and (v) water service to be provided by the Town, and supplied at Contractor's expense in form provided by Contractor, all as set forth in the Agenda Memorandum accompanying this Resolution; and

WHEREAS, the Town Commission desires to approve the Extension with the Contractor for the Services for FY 2027 for a total fee of $169,392.40, including the additional services and corresponding fees, and authorize the Town Manager to enter into any necessary amendments to the Agreement to effectuate the Extension and additional services and fees; and

WHEREAS, the Town Commission finds that this Resolution is in 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 of Extension; Additional Services and Fees. The Town Commission hereby approves the Extension with the Contractor for the Services for FY 2027, and the additional services and fees, in the total amount of $169,392.40.

Section 3. **Authorization.** The Town Manager is hereby authorized to enter into any amendment to the Agreement as necessary to effectuate the Extension and the additional services and fees, subject to approval as to form and legal sufficiency by the Town Attorney.

Section 4. **Implementation.** The Town Manager and Town Officials are hereby authorized to take any and all actions necessary to implement the purposes of this Resolution.

Section 5. **Effective Date.** This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED this ____ day of _____, 2026.

Motion By: _____
Second By: _____

FINAL VOTE ON ADOPTION:
Commissioner Andrea Travani _____
Commissioner Gerardo Vildostegui _____
Commissioner Dovid Weingot _____
Vice Mayor Dayana Benmergui _____
Mayor Shlomo Danzinger _____

_____
Shlomo Danzinger, 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

MEMORANDUM

ITEM NO. 5D.

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

From: Sandra N. McCready, Acting Town Manager

Date: September 3, 2026

Subject: **Approving the Proposal and Project Agreement with Kimley-Horn and Associates, Inc. for Professional Engineering Services for the Townwide Street Lighting Improvements Project.**

Staff respectfully recommends that the Town Commission approve the Project Agreement with Kimley-Horn and Associates, Inc. in the amount of $139,950 for professional engineering services associated with the Townwide Street Lighting Improvement Program and authorize the Acting Town Manager to execute the Project Agreement and any related documents.

The August 11, 2026, Town Commission meeting, the Commission discussed the Townwide Street Lighting Improvement Program and the need to establish a path forward for improving street lighting throughout the Town's residential neighborhoods. The discussion included alternative lighting options, including solar-powered lighting, as well as the importance of reviewing proposed fixtures and poles before a final design is selected. At the meeting, the Town Commission voted 3-0 to move forward with the Kimley-Horn proposal, with Vice Mayor Benmergui and Commissioner Weingot absent.

Kimley-Horn and Associates, Inc., the Town's continuing engineering consultant, has prepared a proposal in the amount of $139,950 for professional engineering services to advance the project through evaluation, design, permitting, and limited construction-phase services. The project area includes residential roadways west of Harding Avenue between 88th Street and 96th Street.

The proposed services include review of the Town's 2020 photometric study, field observations, photometric modeling, development of proposed pole locations and lighting layouts, preparation of civil plans, permitting assistance, and limited construction-phase services. The total fee for Tasks 1 through 5 is $139,950.

This item is presented for approval of the Project Agreement with Kimley-Horn and Associates, Inc. in the amount of $139,950 and authorization to proceed with the professional engineering services necessary to advance the Townwide Street Lighting Improvement Program.

Resolution Approving Kimley Horn - Street Lighting Improvement Program

Exhibit A - KHA Proposal for Townwide Lighting July 2026

Exhibit B - Project Agreement - Surfside Townwide Street Lighting Improvements Projects

RESOLUTION NO. 2026-_____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING THE PROPOSAL AND PROJECT AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES, INC. PURSUANT TO THE CONTINUING SERVICES AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES RELATED TO THE SURFSIDE TOWNWIDE STREET LIGHTING IMPROVEMENTS PROJECT; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION; AUTHORIZING THE EXPENDITURE OF FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 287.055, Florida Statutes (also known as the Consultants' Competitive Negotiation Act), the Town has retained the services of Kimley-Horn and Associates, Inc. (the "Consultant") for professional engineering services, in accordance with the Continuing Services Agreement effective April 2, 2021, for such services (the "CSA"); and

WHEREAS, in accordance with the provisions of the CSA, the Consultant has provided a proposal to provide professional engineering services for the Surfside Townwide Street Lighting Improvements Project attached hereto as Exhibit "A", and the Town and Consultant have agreed to enter into a specific Project Agreement (the "Project Agreement") attached hereto as Exhibit "B", authorizing the Consultant to provide due diligence and existing condition evaluation, photometric evaluations and modeling, lighting layout and civil plans, permitting assistance and limited construction phase services for the Project (the "Services"); and

WHEREAS, the Proposal and Project Agreement, attached hereto as Exhibits "A" and "B", respectively, provide for a scope of services detailing the Services to be provided by the Consultant, as well as a schedule for the performance and compensation for the Services for a total lump sum fee of $139,950; and

WHEREAS, pursuant to the CSA, the Town Commission wishes to approve the Proposal attached hereto as Exhibit "A" and the Project Agreement attached hereto as Exhibit "B", in substantially the form attached, 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.

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 of Proposal and Project Agreement. The Proposal attached hereto as Exhibit "A" and the Project Agreement for the Services with the Consultant, in substantially the form attached hereto as Exhibit "B", are hereby approved.

Section 3. Authorization. The Town Manager is hereby authorized to execute the Project Agreement attached hereto as Exhibit "B" with the Consultant for the Services and subject to final approval by the Town Manager and Town Attorney as to form, content, and legal sufficiency. The Town Manager is further authorized to expend funds in an amount not to exceed $139,950.

Section 4. Implementation. The Town Manager and Town Officials are authorized to take any and all necessary action to implement the Project Agreement and the purposes of this Resolution.

Section 5. Effective Date. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED this ___ day of_____, 2026

Motion By: _____
Second By: _____

FINAL VOTE ON ADOPTION:

Commissioner Andrea Travani _____
Commissioner Gerardo Vildostegui _____
Commissioner Dovid Weingot _____
Vice Mayor Dayana Benmergui _____
Mayor Shlomo Danzinger _____

_____
Shlomo Danzinger, Mayor

ATTEST:

_____
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

Kimley»Horn

July 7, 2026
Andre Eugent
Town of Surfside
9293 Harding Avenue
Surfside, Florida 33154

Re: Letter Agreement for Professional Services for Surfside Townwide Street Lighting Improvements Town of Surfside Beach Dunes, FL

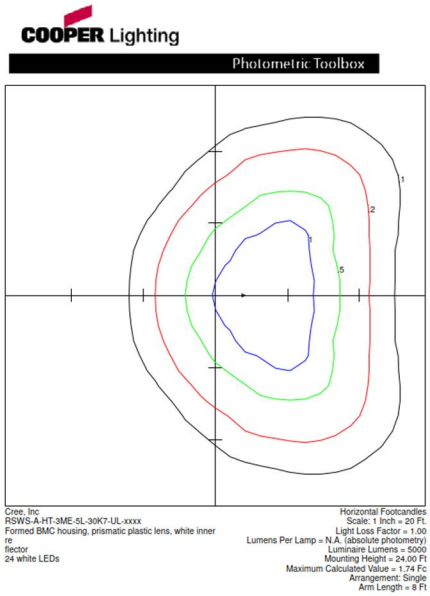
Dear Mr. Eugent,

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant"), in connection with the Town of Surfside "Continuing Professional Engineering Services Agreement RFQ No. 2020-06" is pleased to submit this letter agreement (the "Agreement") to Town of Surfside ("Client" or "Town") for providing professional services associated with the Townwide Street Lighting Improvements.

PROJECT UNDERSTANDING

The Town is pursuing a street lighting improvement program focused on residential roadways. In February 2020, the Town completed a photometric analysis evaluating existing lighting conditions. That study is to serve as a reference document for this effort. This project is intended to advance the design of street lighting improvements from conceptual evaluation through preparation of permitting documents and construction plans. Improvements will generally consist of modifications to existing lighting systems and/or installation of new lighting infrastructure to improve illumination levels along Town roadways, consistent with applicable standards and criteria. The design shall be based on available data and documentation provided by the Town, including the 2020 photometric analysis and related background materials. Additional data collection, field verification, or supplemental analysis may be required to support development of the design as the project progresses. All improvements are in the residential areas which are west of Harding Avenue, between 88th St and 96th St.





SCOPE OF SERVICES

Kimley-Horn will provide the services specifically set forth below.

OWNER/PROJECT ASSUMPTIONS

- Kimley-Horn's design and deliverables are based on a project area limited to residential roadways west of Harding Avenue between 88th Street and 96th Street. Roadways under County or State jurisdiction, including Harding Avenue, are not included in this Agreement.
- Florida Power & Light (FPL) will perform all electrical engineering design, including risers, conduit connections, and service requirements.
- FPL will retain its own contractor to construct the lighting improvements and will provide record (as-built) documentation for its installed facilities.
- Lighting fixtures, poles, and foundations will be standard FPL catalog components. Structural and foundation design is by FPL and is not included in this Agreement.
- Consultant's design will be limited to pole locations, trench alignments, and general civil details necessary to support installation.
- A boundary or topographic survey is not required. Design will be based on high-resolution aerial imagery and available information provided by others.
- Consultant is entitled to rely on the accuracy and completeness of all information provided by the Client, FPL, and other third parties.
- Field observations and photometric measurements will be limited to accessible areas at the time of site visits and will represent conditions at the time of observation only.
- Photometric modeling will be completed using AGi32 based on available data and standard fixture information. Modeling results are conceptual and intended for design evaluation purposes only.
- Permitting is limited to a Town of Surfside building permit for pole installation and trenching. No Miami-Dade County permits are anticipated.
- Competitive bidding services are not required, as construction will be performed under FPL procurement. Bid assistance services are not included.
- An Opinion of Probable Construction Cost (OPCC) is not included. Estimated construction quantities may be included in the plans for reference purposes only.
- Construction phase services are limited to observation and documentation of FPL contractor activities for the Town's record purposes.
- Any services not specifically described in the Scope of Services will be considered Additional Services.
- Trench alignments shown in the plans are conceptual and provided for general reference only. No subsurface utility engineering (SUE), potholing, or utility conflict analysis is included in this Agreement.
- The Contractor shall be solely responsible for identifying, verifying, and coordinating all existing utility conflicts, relocations, and protection measures during construction.
- Utility locations shown on the plans, if any, are based on information provided by others and may be incomplete or inaccurate. Consultant is entitled to rely on such information without independent verification.

TASK 1 – DUE DILIGENCE & EXISTING CONDITIONS EVALUATION

Consultant will perform a review of available information and field observations to support development of the street lighting design. Services will include:

- Review of documents provided by the Client, including the February 2020 photometric study, prior project information, and available utility data.
- One (1) daytime site visit to observe existing lighting infrastructure and general site conditions.
- Three (3) two-man-crew nighttime site visits to observe existing lighting performance and collect representative light level measurements.

During the nighttime site visits, Consultant will collect field measurements at approximate intervals of 15 to 20 feet within accessible areas using a handheld light meter. Anticipate three nights to be necessary to gather all data.

Observations and measurements will be limited to conditions visible and accessible at the time of the site visits and will reflect conditions at the time of data collection only.

TASK 2 – PHOTOMETRIC EVALUATION & MODELING

Consultant will perform photometric modeling and evaluation of existing and proposed lighting conditions. Services will include:

- Development of existing condition photometric models based on field observations, collected measurements, and available information.
- Development of proposed condition photometric models using AGi32 software for residential areas within the project limits.
- Coordination of fixture types and photometric inputs based on FPL standard catalog lighting.

Consultant will prepare photometric Plansheets in PDF format documenting:

- Project limits and modeled areas
- Existing and proposed lighting levels
- Representative measurement locations and field readings

Consultant will evaluate potential light trespass conditions based on photometric modeling and observed conditions and will identify areas where mitigation measures, such as shielding, may be appropriate. Modeling results represent predicted performance based on design assumptions and are intended for evaluation purposes only and do not constitute a guarantee of field performance.

TASK 3 – LIGHTING LAYOUT AND CIVIL PLANS

Consultant will prepare plan sheets to support installation of the proposed lighting improvements. Services will include:

- Layout of proposed lighting pole locations based on photometric evaluation and coordination with FPL standards.
- Identification of proposed trench alignments for conduit installation.
- Preparation of civil plan sheets showing pole locations, trench routes, and general construction details.
- Consultant will provide georeferenced CAD. These files may be converted into GIS format for compatibility with the Town's asset management system.

Trench alignments are conceptual in nature and are intended for general planning purposes only. Consultant will not perform subsurface utility investigation or utility conflict analysis. Trench routing may not reflect all existing underground utilities. The Contractor shall be responsible for field verification of existing conditions and coordination of all utility conflicts, relocations, and protection measures during construction. Plans will be prepared for permitting and construction reference purposes. Electrical system design, conductor sizing, and detailed utility design are not included.

TASK 4 – PERMITTING ASSISTANCE

Consultant will assist the Client in obtaining permits for the project. Services will include:

- Preparation and submitting permit applications to the Town of Surfside for pole installation and trenching.
- Up to three (3) review/resubmittal cycles, including coordination with FPL for riser, pole, and conduit connection approvals.

Consultant does not guarantee issuance of permits or approvals.

TASK 5 – LIMITED CONSTRUCTION PHASE SERVICES

Consultant will provide limited construction phase services for the project.

Site Observations

Consultant will perform up to forty (40) site visits during construction, anticipated to occur generally once or twice per week. Site visits will be for the purpose of observing FPL contractor activities and documenting progress for the Town's records. Each site visit is expected to be 4 hours, including travel.

Observations will be limited in nature and will not be exhaustive or extend to every aspect of construction.

Consultant will not:

- Supervise, direct, or control the Contractor's work
- Control construction means, methods, techniques, sequencing, or safety
- Guarantee Contractor performance

Construction Support

Attendance at up to ten (10) construction coordination meetings.
Response to up to five (5) Requests for Information (RFIs), from FPL or their contractor for further coordination.

Final Walkthrough and Documentation

Consultant will perform three (3) two-man-crew post-construction site visit to observe completed lighting improvements.

Consultant will prepare a PDF report documenting:

- Installed lighting locations
- Representative post-construction light level measurements at selected locations (approximately 15 to 20-foot intervals where accessible)
- Photographic documentation of installed lighting

Measurements and observations will reflect conditions at the time of the site visit only.
Project Closeout

Consultant will prepare a final closeout letter summarizing services performed and general observations regarding completion and plan compliance of the lighting improvements.

Post-Construction Observation (12-Month)
Consultant will perform one (1) site visit approximately twelve (12) months following substantial completion to observe the installed lighting system and document readily observable conditions such as fixture operation, visible damage, or alignment concerns. This service is limited to general observation only and does not constitute a warranty, guarantee of performance, or ongoing monitoring. Consultant is not responsible for maintenance, repair, or evaluation of electrical or structural system performance, which remains the responsibility of FPL.

SERVICES NOT INCLUDED

Any other services, including but not limited to the following, are not included in this Agreement:

- Continuous lighting monitoring or performance verification
- Electrical system design beyond lighting layouts
- Survey services
- Contractor means and methods or safety oversight,
- Subsurface utility investigation (SUE)
- Subsurface utility engineering, test holes, potholing, or utility locates beyond coordination with available information.
- Boundary, topographic, right-of-way, or as-built survey.
- Geotechnical engineering, pavement design, structural design of nonstandard poles or foundations, or electrical service design beyond the agreed street lighting improvements.
- Easement preparation or acquisition, legal descriptions, appraisals, title work, or real estate services.
- Environmental permitting, environmental assessments, hazardous materials evaluation, or cultural resources services.
- Design of underground improvements, communications facilities, traffic signals, pedestrian lighting systems unrelated to the street lighting improvements, or improvements outside the project area.
- Preparation of record drawings or as-built drawings.
- Revisions required due to changes in project limits, late-arising utility constraints, changes in Client direction after design advancement, or changes in laws, codes, standards, or agency requirements after the date of this Agreement.

ADDITIONAL SERVICES

Any services not specifically described above are not included in this scope but may be provided as Additional Services if authorized in writing by the Client. Additional Services may include, but are not limited to:

- Expanded utility coordination or franchise utility coordination
- Additional rounds of permit responses beyond those included in the base scope
- Public meeting support or Commission meeting attendance
- Alternative lighting scenario analysis
- Additional photometric modeling
- Record drawings based on information made available by others
- Additional services required due to changed conditions, revised project limits, or changes in Client direction

INFORMATION PROVIDED CLIENT

Kimley-Horn shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives. The Client shall provide the following:

- The 2020 photometric study and all appendices in usable form
- All available prior design materials, GIS files, inventory data, and utility coordination records
- Available information regarding facility ownership, utility contacts, and prior Town direction
- Access to the site for limited field review
- Timely decisions and review comments

SCHEDULE

We will provide our services as expeditiously as practicable with the goal of meeting a mutually agreed upon schedule.

FEE AND EXPENSES

Kimley-Horn will perform the services in Tasks 1 -5 for the total lump sum labor fee below. In addition to the lump sum labor fee, direct reimbursable expenses such as express delivery services, fees, air travel, and other direct expenses will be billed at 1.15 times cost. All permitting, application, and similar project fees will be paid directly by the Client.

TASK	DESCRIPTION	LABOR FEE	
	Fees		**Fee Type**
Task 1	Due Diligence & Existing Condition Evaluation	$18,800	Lump Sum
Task 2	Photometric Evaluations & Modeling	$35,500	Lump Sum
Task 3	Lighting Layout & Civil Plans	$22,900	Lump Sum
Task 4	Permitting Assistance	$14,750	Lump Sum
Task 5	Limited Construction Phase Services	$48,000	Lump Sum
	Total Fee	**$139,950**	

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Reimbursable expenses will be invoiced based upon expenses incurred. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

CLOSURE

The terms and conditions of Town of Surfside "Continuing Professional Engineering Services Agreement", RFQ No. 2020-06, shall govern this scope of services. We appreciate this opportunity to submit this proposal. Please contact Sebastian Vittorino at 954-535-5102 if you have any questions.

KIMLEY-HORN AND ASSOCIATES, INC.



Stefano Viola, P.E.
Senior Vice President



Sebastian Vittorino, P.E.
Project Manager

SIGNED: _____

PRINTED NAME: ___MARIO DIAZ_____

TITLE:____ACTING TOWN MANAGER_____

DATE: _____

Attachment – Request for Information
Attachment – Standard Provisions

Request for Information

Please return this information with your signed contract; failure to provide this information could result in delay in starting your project

Client Identification

Full, Legal Name of Client						
Mailing Address for Invoices						
Contact for Billing Inquiries						
Contact's Phone and e-mail						
Client is (check one)	Owner		Agent for Owner		Unrelated to Owner	

Property Identification

	Parcel 1	Parcel 2	Parcel 3	Parcel 4
Street Address				
County in which Property is Located				
Tax Assessor's Number(s)				

Property Owner Identification

	Owner 1	Owner 2	Owner 3	Owner 4
Owner(s) Name				
Owner(s) Mailing Address				
Owner's Phone No.				
Owner of Which Parcel #?				

Project Funding Identification – List Funding Sources for the Project

Attach additional sheets if there are more than 4 parcels or more than 4 owners

KIMLEY-HORN AND ASSOCIATES, INC.
STANDARD PROVISIONS

1) **Kimley-Horn's Scope of Services and Additional Services.** Kimley-Horn will perform only the services specifically described in this Agreement ("Services"). Any services that are not set forth in the scope of Services described herein will constitute additional services ("Additional Services"). If requested by the Client and agreed to by Kimley-Horn, Kimley-Horn will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay Kimley-Horn for any Additional Services an amount based upon Kimley-Horn's then-current hourly rates plus an amount to cover certain direct expenses including in-house reproduction, postage, supplies, digital data storage and security, and local mileage. Other direct expenses will be billed at 1.15 times cost.

2) **Client's Responsibilities**. In addition to other responsibilities herein or imposed by law, the Client shall:
   a. Designate in writing a person to act as its representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
   b. Provide all information and criteria as to the Client's requirements, objectives, and expectations for the Project and all standards of development, design, or construction.
   c. Provide Kimley-Horn all available studies, plans, or other documents pertaining to the Project, such as surveys, engineering data, environmental information, etc., all of which Kimley-Horn may rely upon.
   d. Arrange for access to the site and other property as required for Kimley-Horn to provide its Services.
   e. Review all documents or reports presented by Kimley-Horn and communicate decisions pertaining thereto within a reasonable time so as not to delay Kimley-Horn.
   f. Furnish approvals and permits from governmental authorities having jurisdiction over the Project and approvals and consents from other parties as may be necessary.
   g. Obtain any independent accounting, legal, insurance, cost estimating, and feasibility services required by Client.
   h. Give prompt written notice to Kimley-Horn whenever the Client becomes aware of any development that affects Kimley-Horn's Services or any defect or noncompliance in any aspect of the Project.

3) **Period of Services**. Unless otherwise stated herein, Kimley-Horn will begin work after receipt of a properly executed copy of this Agreement. This Agreement assumes conditions permitting continuous and orderly progress through completion of the Services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that Kimley-Horn does not control. If such delay or suspension extends for more than six months, Kimley-Horn's compensation shall be renegotiated.

4) **Method of Payment.** Client shall pay Kimley-Horn as follows:
   a. Invoices will be submitted periodically for Services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by Kimley-Horn and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due under this or any other agreement within 30 days after Kimley-Horn's transmittal of its invoice, Kimley-Horn may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid.
   b. The Client will remit all payments electronically to:
      Account Name: KIMLEY-HORN AND ASSOCIATES, INC.
      Bank Name and Address: WELLS FARGO BANK, N.A., SAN FRANCISCO, CA 94104
      Account Number: 2073089159554
      ABA#: 121000248
   c. The Client will send the Project number, invoice number and other remittance information by e-mail to payments@kimley-horn.com at the time of payment.
   d. If the Client relies on payment or proceeds from a third party to pay Kimley-Horn and Client does not pay Kimley-Horn's invoice within 60 days of receipt, Kimley-Horn may communicate directly with such third party to secure payment.
   e. If the Client objects to an invoice, it must advise Kimley-Horn in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due.
   f. If Kimley-Horn initiates legal proceedings to collect payment, it shall recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at Kimley-Horn's normal hourly billing rates, of the time devoted to such proceedings by its employees.

g. The Client agrees that the payment to Kimley-Horn is not subject to any contingency or condition. Kimley-Horn may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of Kimley-Horn to collect additional amounts from the Client.

5) **Use of Deliverables.** All documents, data, and other deliverables prepared by Kimley-Horn are related exclusively to the Services described in this Agreement and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this Project or on any other project. Any modifications by the Client to any of Kimley-Horn's deliverables, or any reuse of the deliverables without written authorization by Kimley-Horn will be at the Client's sole risk and without liability to Kimley-Horn, and the Client shall indemnify, defend and hold Kimley-Horn harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. Kimley-Horn's electronic files and source code remain the property of Kimley-Horn and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the deliverables prepared by Kimley-Horn, the hardcopy shall govern.

6) **Intellectual Property.** Kimley-Horn may use or develop its proprietary software, patents, copyrights, trademarks, trade secrets, and other intellectual property owned by Kimley-Horn or its affiliates ("Intellectual Property") in the performance of this Agreement. Intellectual Property, for purposes of this section, does not include deliverables specifically created for Client pursuant to the Agreement and use of such deliverables is governed by section 5 of this Agreement. Kimley-Horn maintains all interest in and ownership of its Intellectual Property and conveys no rights in the Intellectual Property to Client, unless otherwise agreed to in writing. Any enhancements of Intellectual Property made during the performance of this Agreement are solely owned by Kimley-Horn and its affiliates. If Kimley-Horn's Services include providing Client with access to or a license for Kimley-Horn's (or its affiliates') proprietary software or technology, Client agrees to the Terms of Service set forth at https://www.khtsinc.com/terms-of-Service/ which terms are incorporated herein by reference.

7) **Opinions of Cost.** Because Kimley-Horn does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. Kimley-Horn cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Kimley-Horn's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

8) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or upon thirty days' written notice for the convenience of the terminating party. Kimley-Horn shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by Kimley-Horn as a result of such termination.

9) **Standard of Care.** The standard of care applicable to Kimley-Horn's Services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the Services are provided. No warranty, express or implied, is made or intended by Kimley-Horn's performance of services, and it is agreed that Kimley-Horn is not a fiduciary with respect to the Client.

10) **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to the Client and Kimley-Horn, the risks are allocated such that, to the fullest extent allowed by law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of Kimley-Horn and Kimley-Horn's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs, attorneys' fees, or damages whatsoever arising out of or in any way related to the services under this Agreement from any causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of Kimley-Horn or Kimley-Horn's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total

compensation received by Kimley-Horn under this Agreement or $50,000, whichever is greater. An increase to this limitation of liability may be negotiated for additional fee. This Section is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section shall require the Client to indemnify Kimley-Horn.

11) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.

12) **Professional Liability Insurance.** Kimley-Horn will maintain a professional liability insurance policy for the Services provided by Kimley-Horn during the course of this Agreement.

13) **Construction Costs.** Under no circumstances shall Kimley-Horn be liable for extra costs or other consequences due to changed or unknown conditions or related to the failure of contractors to perform work in accordance with the plans and specifications. Kimley-Horn shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before Kimley-Horn has issued final, fully approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained.

14) **Certifications.** All requests for Kimley-Horn to execute certificates, lender consents, or other third-party reliance letters must be submitted to Kimley-Horn at least 14 days prior to the requested date of execution. Kimley-Horn shall not be required to execute certificates, consents, or third-party reliance letters that are inaccurate, that relate to facts of which Kimley-Horn does not have actual knowledge, or that would cause Kimley-Horn to violate applicable rules of professional responsibility.

15) **Dispute Resolution.** All claims arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the American Arbitration Association as a condition precedent to litigation.

16) Hazardous Substances and Conditions. Kimley-Horn shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Kimley-Horn's Services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. Kimley-Horn will notify the Client of unanticipated hazardous substances or conditions of which Kimley-Horn actually becomes aware. Kimley-Horn may stop affected portions of its Services until the hazardous substance or condition is eliminated.

17) **Construction Phase Services.**

a. If Kimley-Horn prepares construction documents and Kimley-Horn is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against Kimley-Horn in any way connected thereto.
b. Kimley-Horn shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, equipment maintenance and inspection, sequence, schedule, safety programs, or safety practices, nor shall Kimley-Horn have any authority or responsibility to stop or direct the work of any contractor. Kimley-Horn's visits will be for the purpose of observing construction and reporting to the Client whether the contractors' work generally conforms to the construction documents prepared by Kimley-Horn. Kimley-Horn neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.
c. Kimley-Horn is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and its means and methods; that the contractor shall indemnify the Client and Kimley-Horn for all claims and liability arising out of job site accidents; and that the Client and Kimley-Horn shall be made additional insureds under the contractor's general liability insurance policy.

18) **No Third-Party Beneficiaries; Assignment and Subcontracting.** This Agreement gives no rights or benefits to anyone other than the Client and Kimley-Horn, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and Kimley-Horn. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Kimley-Horn, without the written consent of Kimley-Horn. Kimley-Horn reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If Kimley-Horn exercises this right, Kimley-Horn will maintain the agreed-upon billing rates for

services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

19) **Confidentiality.** The Client consents to the use and dissemination by Kimley-Horn of photographs of the Project and to the use by Kimley-Horn of facts, data and information obtained by Kimley-Horn in the performance of its Services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, Kimley-Horn shall use reasonable care to maintain the confidentiality of that material.

20) **Miscellaneous Provisions.** This Agreement is to be governed by the law of the State of Florida. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements, or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by Kimley-Horn. If Client requires Kimley-Horn to register with or use an online vendor portal for payment or any other purpose, any terms included in the registration or use of the online vendor portal that are inconsistent or in addition to these terms shall be void and shall have no effect on Kimley-Horn or this Agreement. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

(21) PURSUANT TO FS 558.0035, EMPLOYEES OF KIMLEY-HORN MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT.

PROJECT AGREEMENT

Between

TOWN OF SURFSIDE, FL

And

Kimley-Horn and Associates, Inc.

Project Name: Surfside Townwide Street Lighting Improvements Project

PROJECT AGREEMENT

Between

TOWN OF SURFSIDE, FL

And

KIMLEY-HORN AND ASSOCIATES, INC.

Project Name: Surfside Townwide Street Lighting Improvements Project

Subject to the provisions contained in the "Continuing Services Agreement for Professional Engineering Services" (hereinafter referred to as the "Continuing Services Agreement") between the **TOWN OF SURFSIDE, FL** (hereinafter referred to as "Town") and **KIMLEY-HORN AND ASSOCIATES, INC.**, (hereinafter referred to as "Consultant") dated April 2, 2021, which Continuing Services Agreement was competitively procured through Request For Qualifications (RFQ) No. 2020-06 in accordance with Section 287.955, Florida Statutes, this Project Agreement is made effective as of the _____ day of _____, 2026, and authorizes the Consultant to provide the services as set forth below:

SECTION 1. SCOPE OF SERVICES

1.1 Consultant shall provide the services and deliverables for the Surfside Townwide Street Lighting Improvements Project and complete the tasks that are identified and described in the Project Scope of Services and Schedule, attached hereto as Exhibit "A," for the Town (the "Services").

1.2 The Town may request changes that would increase, decrease, or otherwise modify the scope of services outlined under the Project Scope of Services and Schedule, attached hereto as Exhibit "A." Such changes must be contained in a written change order executed by the parties in accordance with the provisions of the Continuing Services Agreement, prior to any deviation from the terms of the Project Agreement, including the initiation of any extra work.

SECTION 2. DELIVERABLES

2.1 As part of the scope of services and project schedule, the Consultant shall provide the Town the Deliverables identified in the Project Scope of Services and Schedule, attached hereto as Exhibit "A."

SECTION 3. TERM/TIME OF PERFORMANCE/DAMAGE

3.1 Term. This Project Agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect until terminated pursuant to Section 6 or other applicable provisions of this Project Agreement. The Town Manager, in his sole discretion, may extend the term of this Agreement through written notification to the Consultant. Such extension shall not exceed 90 days. No further extensions of this Agreement shall be effective unless authorized by the Town Manager.

3.2 Commencement. Services provided by the Consultant under this Project Agreement and the time frames applicable to this Project Agreement shall commence upon the date provided in a written Notice to Proceed ("Commencement Date") provided to the Consultant by the Town. The Consultant shall not incur any expenses or obligations for payment to third parties prior to the issuance of the Notice to Proceed. Consultant must receive written notice from the Town Manager prior to the beginning the performance of services.

3.3 Contract Time. Upon receipt of the Notice to Proceed, the Consultant shall provide services to the Town on the Commencement Date, and shall continuously perform services to the Town, without interruption, in accordance with the time frames set forth in the "Scope of Services and Project Schedule", a copy of which is attached and incorporated into this Agreement as Exhibit "A". The number of calendar days from the Commencement Date, 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.

3.4 All limitations of time set forth in this Agreement are of the essence.

SECTION 4. AMOUNT, BASIS AND METHOD OF COMPENSATION

4.1 Compensation. Consultant shall be compensated for the provision of the Services in accordance with Exhibit "A" attached hereto. Consultant shall receive a lump sum fee not to exceed $139,950.00

4.2 Reimbursable Expenses. The following expenses are reimbursable and will be billed at 1.1 x actual cost to cover administrative processing: Travel and accommodations, long distance telephone calls, , facsimile, courier services, mileage (at a rate approved by the Town), photo and reproduction services. All document reproductions are also reimbursable, at a rate approved by the Town.

SECTION 5. BILLING AND PAYMENTS

5.1 Invoices

5.1.1. Compensation and Reimbursable Expenses. 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 nature of the work performed, the phase of work, and the estimated percent of work accomplished in accordance with the Payment Schedule attached hereto as Exhibit "A", attached hereto and made part of this Agreement. Invoices for each phase shall not exceed amounts allocated to said phase plus reimbursable expenses accrued during each phase. The statement shall show a summary of fees with accrual of the total and credits for portions paid previously.

5.1.2. Florida Prompt Payment Act. 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.

5.2 Disputed Invoices. In the event that all or a portion of an invoice submitted to the Town for payment to the Consultant 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 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 of the Consultant, provided pursuant to Subparagraph 5.1, are wholly or partially inaccurate, or in the event that the Consultant is not in compliance with any term or condition of this 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 Project Agreement, and the cause thereof, is corrected to the Owner's reasonable satisfaction.

5.4 Retainage. The Town reserves the right to withhold retainage in the amount of ten percent (10%) of any payment due to the Consultant until the project is completed. Said retainage may be withheld at the sole discretion of the Town and as security for the successful completion of the Consultant's duties and responsibilities under the Project Agreement.

5.5 Final Payment. Submission to 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 all claims against the Town by the Consultant.

SECTION 6. TERMINATION/SUSPENSION

6.1 For Cause. This Agreement may be terminated by either party upon five (5) calendar days written notice to the other should such 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 this 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 6.2 and the provision of Section 6.2 shall apply.

6.2 For Convenience. This Agreement may be terminated by the Town for convenience upon fourteen (14) calendar days' written notice to the Consultant. In the event of such termination a termination, the Consultant shall incur no further obligations in connections with the Project and shall, to the extent possible terminate any outstanding subconsultant obligation. The Consultant shall be compensated for all services performed to the satisfaction of the Town and reimbursable expenses incurred prior the date of termination. In such event, the Consultant shall promptly submit to the Town its invoice for final payment and reimbursement which invoice shall comply with the provisions of Section 5.1. Under no circumstances shall the Town make payment of profit to the Consultant for services which have not been performed.

6.3 Assignment upon Termination. Upon termination of this Project Agreement, a copy of all work product of the Consultant 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, specifications, drawings, studies, reports and all other documents and data in the possession of the Consultant pertaining to this Project Agreement. Upon the Town's request, the Consultant shall additionally assign its rights, title and interest under any subcontractor's agreements to the Town.

6.4 Suspension for Convenience. The Town shall have the right at any time to direct the Consultant to suspend its performance, 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 herein, through no fault of the Consultant, the Town shall pay the Consultant as full compensation for such suspension the Consultant's reasonable cost, actually incurred and paid, of demobilization and remobilization.

[THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE FOLLOWS.]

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

TOWN:

ATTEST:

TOWN OF SURFSIDE, FLORIDA, a Florida Municipal Corporation

_____

TOWN CLERK

By:_____

Town Manager

Date: _____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____

TOWN ATTORNEY

CONSULTANT:

KIMLEY-HORN AND ASSOCIATES, INC.

By:_____

Name: _____

Title: _____

Date: _____

WITNESSES:

_____

Print Name: _____

_____

Print Name: _____

EXHIBIT "A"

PROJECT SCOPE OF SERVICES AND SCHEDULE AND PAYMENT SCHEDULE

[TO BE INSERTED]

MEMORANDUM

ITEM NO. 5E.

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

From: Sandra N. McCready, Acting Town Manager

Date: September 3, 2026

Subject: **FY2026 Budget Amendment No. 7**

Town Administration recommends approval of the resolution.

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 FY 2026 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 2026 actual revenues and expenditures and recommends a change to the FY 2026 annual budget as follows:

GENERAL FUND (Attachment A)

The General Fund is being amended to appropriate $115,000 of fund balance for additional needs for litigation matters.

CAPITAL PROJECTS FUND (Attachment A)

The Capital Projects Fund is being amended to appropriate $139,950 for fund balance for the Townwide Lighting project.

FLEET MANAGEMENT FUND (Attachment A)

The Fleet Management Fund is being amended to:

1. Appropriate $30,428 of current year reserves for additional operating needs:
2. Insurance ($3,328),
3. Auto maintenance ($12,100).
4. Fuel ($15,000)

Resolution - Budget Amendment No. 7

Budget Amendment No. 7 Attachment A

RESOLUTION NO. 2026-_____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING BUDGET AMENDMENT NO. 7, FOR THE FISCAL YEAR 2026 BUDGET; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on September 30, 2025, the Town of Surfside (the "Town") Commission adopted Resolution No. 2025-3445 approving the budget for Fiscal Year 2026 and establishing revenues and appropriations for the Town; and

WHEREAS, the General Fund is being amended to appropriate $115,000 of fund balance for additional needs for litigation matters, per Attachment "A" appended hereto; and

WHEREAS, the Capital Projects Fund is being amended to appropriate $139,950 of fund balance for the Townwide Lighting project, per Attachment "A" appended hereto; and

WHEREAS, the Fleet Management Fund is being amended to appropriate $30,428 of current year reserves for (1) insurance ($3,328), (2) auto maintenance ($12,100), and (3) fuel ($15,000) per Attachment "A" appended 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 Amended Budget; Budget Amendment No. 7. That the Town Commission approves the 2026 fiscal year budget amendment provided for in Attachment "A" appended hereto.

Section 3. Implementation. The Town Manager and/or designee are directed to take any and all action necessary to accomplish this Budget Amendment and the purposes of this Resolution.

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

PASSED AND ADOPTED on this 3rd day of September, 2026.

Motion By: _____

Second By: _____

FINAL VOTE ON ADOPTION:

Commissioner Andrea Travani	____
Commissioner Gerardo Vildostegui	____
Commissioner David Weingot	____
Vice Mayor Dayana Benmergui	____
Mayor Shlomo Danzinger	____

_____
Shlomo Danzinger, Mayor

Attest:

_____
Town Clerk

Approved as to Form and Legal Sufficiency:

_____
Weiss Serota Helfman Cole and Bierman, P.L.
Town Attorney

EXHIBIT “A”

TOWN OF SURFSIDE
BUDGET AMENDMENT
ATTACHMENT A

Fiscal Year 2025/2026
BA No. 7
Fund Nos. 001 General Fund
301 Capital Projects Fund
501 Fleet Management Fund

Account Number		Account Description	Justification	Original/ Adjusted Budget	Increase	Decrease	Adjusted Budget
GENERAL FUND							
REVENUES							
001-511-392-00-00		Appropriated Fund Balance	Additonal needs	$10,214,928	$115,000		$10,329,928
TOTAL		**GENERAL FUND REVENUES**			**$115,000**	**$0**	
EXPENDITURES							
001-1500-514-31-10		Professional Services - Legal	Additional needs for litigation matters	$ 378,000	$ 115,000		$ 493,000
TOTAL		**GENERAL FUND EXPENDITURES**			**$ 115,000**	**$0**	

CAPITAL PROJECTS FUND							
REVENUES							
301-590-392-00-00		Appropriated Fund Balance	Appropriate funding for Townwide Lighting project	$1,173,726	$139,950		$1,313,676
TOTAL		**CAPITAL PROJECTS FUND REVENUES**			**$139,950**	**$0**	
EXPENDITURES							
301-4400-541-TBD		Townwide Lighting Improvements	Appropriation for professional services	$0	$139,950		$139,950
TOTAL		**CAPITAL PROJECTS FUND EXPENDITURES**			**$139,950**	**$0**	

INTERNAL SERVICES FUND

FLEET MANAGEMENT FUND							
EXPENDITURES							
501-5000-539-99-99		Contingency Reserve - R&R		$ 97,042		$ 30,428	$ 66,614
501-5000-539-45-10		Insurance - Property & Liability	Increase to actual	$ 118,290	$ 3,328		$ 121,618
501-5000-539-46-12		Repairs & Maint - Vehicles	Increase for additional needs	$ 177,900	$ 12,100		$ 190,000
501-5000-539-52-16		Fuel & Oil	Increase for additional needs due to market fluctuations	$ 202,160	$ 15,000		$ 217,160
TOTAL		**FLEET MANAGEMENT FUND EXPENDITURES**			**$ 30,428**	**$ 30,428**	



TOWN OF SURFSIDE
Office of the Town Manager
MUNICIPAL BUILDING
9293 HARDING AVENUE
SURFSIDE, FLORIDA 33154-3009
Telephone (305) 861-4863

Town Manager Report

September 3, 2026

Prepared by: Sandra N. McCready
Acting Town Manager

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TOWN CLERK

The mission of the Town Clerk's Office is to ensure effective functioning of the Town's governance process while concurrently maintaining quality customer service to members of the public, Town Commission and Town staff by utilizing the best possible technological solutions to provide accessible information including access to the Town's official records, archives, and the Town Commission agenda.

Team: Sandra N. McCready**, Town Clerk**
Genesis Guevara**, Deputy Town Clerk**
Angie Alcala**, Records Technician/Assistant to Clerk**

PUBLIC RECORDS REQUESTS

2025
1,096

2026	
MONTH	**# Public Records Requests (PRR)**
January	77
February	104
March	425
April	613
May	109
June	142
July	103
August	138

AUGUST 2026

Note: Calculations are based on information available through the print date of August 24, 2026.

ACTIVITIES	AMOUNT
Board Meetings Attended	3
Commission Meetings Attended	5
Public Notices Issued	22
Meetings Transcribed	8
RFP/RFQ Issued	0
Ordinances Published	0
Resolutions Published	14
Elections Conducted	0
Special Master Hearings Attended	1

HUMAN RESOURCES

The Human Resources Office provides effective human resources management by developing and implementing policies/procedures, programs and services to attract, develop, motivate and retain a diverse workforce while embracing diversity and inclusiveness as a core value. The Human Resources element of the Executive Department is responsible for personnel matters such as recruitment, compensation, employee relations, benefits and labor relations.

HR Team: Marisol Vargas, **HR Director**
Vacant, **HR Generalist & Risk Management Specialist**

Human Resources Department – August 2026
During the month of August 2026, the Human Resources Department continued to advance operational priorities focused on workforce stability, regulatory compliance, employee development, risk management, and process improvement. Key activities and accomplishments included:

- **Personnel Requisition Requests (PRRs)**
  Continued coordination with departments to review, process, and fulfill Personnel Requisition Requests (PRRs) in a timely manner. These efforts supported critical staffing needs, promoted workforce stability, and helped ensure continuity of Town operations and services.

- **Creating a Hospitality Mindset: Delivering Exceptional Resident Experiences**
  Held a specialized training on August 25 and 31 as part of the Town's **Culture and Service Excellence Initiative**, with **successful attendance**. The training session was designed to equip employees with practical tools and strategies to enhance customer service, strengthen communication, and foster positive and meaningful interactions with residents and visitors. This initiative reinforces the Town's commitment to responsiveness, professionalism, and a strong service-oriented culture.

- **Recruitment**
  The Department continued targeted recruitment efforts to address critical staffing needs. The Town currently has five (5) posted vacancies. Recruitment efforts remained focused on reducing time-to-hire, streamlining onboarding processes, and assisting departments in maintaining consistent service levels.

- **Employee Relations & Compliance**
  Provided guidance and support to supervisors and employees to promote consistent application of personnel policies and timely resolution of employee relations matters. Conducted interviews related to employee complaints and concerns to facilitate appropriate review and resolution. Investigations and disciplinary actions were conducted, as warranted, in accordance with established policies and procedures and applicable requirements.

- **Training & Development**
  Coordinated and supported training initiatives designed to enhance employee performance, strengthen leadership capabilities, and ensure compliance with applicable training requirements. These efforts remain an integral part of the Department's commitment to employee development and organizational effectiveness.

- **Risk Management Support**
  Continued coordination of risk management activities, including oversight of claims processing, monitoring of open cases, and ensuring timely reporting and compliance with applicable requirements. During the reporting period, claims were filed, processed, and successfully closed in a timely and efficient manner. The Department also provided ongoing guidance and support to departments regarding risk mitigation, workplace safety concerns, and adherence to established policies and procedures.

The following are the current vacancies within the Town:

OPEN POSITIONS - August
Finance Director
Chief of Police
Certified Police Officer
Communications Operator
Division Manager – Water & Wastewater

BUILDING DEPARTMENT

The Building Services Department provides a full range of services to the residents and commercial property developers of the Town with the aim of ensuring that all buildings and other regulated structures do not pose injury and/or death hazards in any reasonably predictable environment (sunshine to hurricane). In addition to reducing risks to life, the Department seeks to minimize risk to property. Reducing hazards through compliance with State of Florida Building Code and appropriate Federal agencies ensures that insurance discounts are received, and code-compliant buildings are completed.

Team:	Manuel "Manny" Salazar **– Building Official** Rony Jean, **Supervisor – Permits** Randy Courtois, Administrative Support Sofia Valdes, Permit Tech I Julia Rajkumar, Permit Tech I Naylin Clara Castillo, Permit Tech I
Building/Roofing:	Ulises Fernandez
Building/Structural:	Ricardo "Rick" Aller
Electrical:	Candelario Martinez
Mechanical:	Jan Perez
Plumbing:	Roberto Conde
Structural/Multi-Family:	Adolfo Gonzalez
Planning/Zoning:	Scarlet Hammons, The Corradino Group

ACTIVITY	MONTHLY AMOUNT
Building Permits Issued	101
Inspections Performed	389
TCO/CO/CC Issued	3
Gross Revenue Generated	**$3,088,105.23**

Note: *Calculations are based on information available through the print date of August 24, 2026.*

CODE COMPLIANCE DIVISION

The Code Compliance Division's mission is to fairly and consistently enforce the Town of Surfside Code of Ordinances. The Division strives to promote and protect the health, safety, welfare, and quality of life for residents and businesses of the Town of Surfside.

Team: Carmen Santos-Alborna, **Code Compliance Director**
Kimberly Ruvin, **Code Officer**
Emmanuel Santana, **Code Officer**

AUGUST 2026

ACTIVITY	MONTHLY AMOUNT
OPENED AUGUST 2026	78
CLOSED AUGUST 2026	91
CASES SCHEDULED FOR HEARING BEFORE SPECIAL MAGISTRATE	7
INSPECTIONS	68

MONTH	# CASES / FEES COLLECTED	FEES COLLECTED
JANUARY	6	$4,801.05
FEBRUARY	10	$20,301.05
MARCH	7	$6,926.05
APRIL	14	$16,931.37
MAY	9	$111,225.34
JUNE	8	$8,850.00
July	4	$10,275.00
August	2	$1,825.00
YEAR TO DATE (YTD) FEES COLLECTED – FY2026: $181,134.86		

Note: *Calculations are based on information available through the print date of August 24, 2026.*

PARKS & RECREATION

We Make Memories

The Town of Surfside Parks & Recreation Department is where the fun happens. Where Surfside's families learn to swim, brush up on their tennis skills, meet new friends and get to know their neighbors.

Mission Statement: Provide recreational and leisure opportunities to build a strong sense of community while increasing the social, cultural, and physical well-being of the residents and to be innovative in the programming needs of the community.

Team: Rodolfo Perez, **Director**
Carlos Malvarez, **Assistant Director**
Jorge Galdo Jr., **Manager**

STAFF DIRECTORY
5 Coordinators/Supervisors/CSR
21 Lifeguards / **8** Recreation Leaders / **4** Custodians/Maintenance

Aquatics	**Recreation**
Marianella Luces – Aquatics Supervisor	Matthew Hudson – Asst. to Director
Tanya Friedman – FT Lifeguard	Matthew Castrorao – Coordinator
Barbara Vasallo – FT Lifeguard	Alexander Villeda – Coordinator
Leoner Reus – FT Lifeguard	Shawn Walker – CSR
Flor Hernandez – FT Lifeguard	Carlos Vina – Maintenance Worker II
Nicolas Chaban – FT Lifeguard	Lucas Feinstein – Recreation Leader II
Carlos Agon – PT Lifeguard	Ian Dolan – Recreation Leader II
Ileana Garcia – PT Lifeguard	Kerline Fertil – FT Custodian
Ilan Luckow – PT Lifeguard	Pierre Prophete – FT Custodian
Raidel Orama – PT Lifeguard	Jesus Garcia Ramirez – FT Custodian
Jack O'Malley – PT Lifeguard	Marckenly Metayer – FT Recreation Leader I
Alejandro Zamora – PT Lifeguard	Carolina Paz – PT Recreation Leader I
Daniel Cantero – PT Lifeguard	Maya Chabanon – PT Recreation Leader I
Rodney Napoles – PT Lifeguard	Jorge Almaguer – PT Recreation Leader I
Mauro Perez – PT Lifeguard	Vacant – PT Recreation Leader I
Pablo Estrada – PT Lifeguard	
Miguel Navarro – PT Lifeguard	
Leilani Bernales – PT Lifeguard	Corymar Lavado – PT Lifeguard
Alejandra Aranguren – PT Lifeguard	Yenys Fiallo – PT Lifeguard

Facilities Overview

Parks & Recreation oversees the following facilities:

- **Tennis Center/Pickleball:** Open from 7 am – 10 pm daily. Operates by reservation only. Programming hours are in place and have been adjusted to optimize availability.
- **Aquatic Facility:** The pool continues to operate with lap swimming registration required during all operating hours. Pool hours are adjusted monthly to maximize daylight. For August, the pool is open from 7:00 a.m. to 8:00 p.m.
- **Beach Lifeguard Tower:** Operational from 10:00 a.m. to 7:00 p.m. in August.
- **96th Street Park:** Now open daily from 8:00 a.m. to 9:00 p.m.
- **Kayak Launch & Playground:** Open daily from 8:00 a.m. to sunset.
- **Hawthorne Tot Lot:** Open daily from 8:00 a.m. to sunset
- **Paws Up Dog Park:** Open daily from 8:00 a.m. to sunset
- **Flamingo Garden Park:** Open daily from 8:00 a.m. to sunset

***Beach Chair Service*:** The daily Beach Chair Service is operated by Beach Time Max in alignment with the Beach Lifeguard Tower hours (10:00 a.m. to 7:00 p.m. in August). This service is available exclusively to Surfside residents. Residents must check in at the Community Center front desk. Each household is eligible for 2 chairs and 1 umbrella per day.

Vending Machines Stats: (Includes Community Center and 96th St. Park):

JANUARY 2026		
# Ice Creams Sold	# of Beverages Sold	# of Snacks Sold
432	120	536
FEBRUARY 2026		
447	147	513
MARCH 2026		
512	165	602
APRIL 2026		
607	123	542
MAY 2026		
550	191	629
JUNE 2026		
548	295	529
JULY 2026		
404	145	365
AUGUST 2026		
Not available until end of month		

Note: *Calculations are based on information available through the print date of August 24, 2026.*

Community Center Enhancements

- The Community Center pool is scheduled for a tile replacement project beginning in September; the existing S-shape design will be retained. Renovations will be completed in sections to ensure the pool remains open and fully operational throughout the duration of the work.
- We are pleased to announce that the spa blower replacement was successfully completed on Friday, August 21, 2026. The spa is now fully operational and available for use. This enhancement improves the reliability and functionality of the spa for the community to enjoy.

96th Street Park Enhancements

- The multipurpose field at 96th Street Park has been completely resodded, significantly improving both the safety and appearance of our park. This important improvement will provide a safer, cleaner, and more enjoyable space for our youth sports programs, residents using the park for recreation, and community events. The newly resodded multipurpose field will better support a variety of activities and provide our community with a quality space to gather, play, and enjoy the outdoors. We are proud to continue investing in improvements that enhance the safety, appearance, and quality of life for our residents and our community.

Events & Activities

Mini Athletic Sessions:
The Parks & Recreation Department is excited to offer Mini Tennis and Soccer Sessions this August and September as part of our Back-to-School Initiative. These introductory programs will give youth an opportunity to learn the fundamentals, build confidence, stay active, and meet our coaches before our regular fall and winter programming begins in October. The sessions are designed to create a fun and welcoming environment while helping participants become more comfortable with the sport and program. This initiative marks the first time the Town is offering youth sports programming during the summer months. We look forward to welcoming our young athletes and getting them ready for an exciting fall season!

Water Safety Course:
Residents of **Surfside, Bay Harbor Islands, and Bal Harbour** were invited to participate in a **Water Safety Course** held on Monday, August 17, at 6:30 p.m. at the Surfside Community Center. The informative and interactive course covered essential water safety topics, including drowning prevention, CPR and life-saving techniques, swim safety resources, and survival skills demonstrations. Parents, guardians, and caregivers were especially encouraged to attend and learn valuable safety tips to help protect their families. Participants also enjoyed **light refreshments and giveaways**. Attendance was limited to 50 participants, with ***RSVP*** required.

August Senior Brunch:
The **August Senior Brunch** was held on Friday, August 21, 2026, from 11:00 a.m. to 1:00 p.m. Seniors enjoyed a delicious buffet-style meal, great conversation, and exciting rounds of Bingo in a fun and welcoming atmosphere. The event provided an opportunity for seniors to relax, connect with friends, and enjoy good food and fellowship within the community.

NIA Dance Workshop:
We're excited to invite women ages 18 and older to our NIA Dance Workshop on **Sunday, September 6th!** This energizing session combines dance, martial arts, and mindfulness to promote fitness, flexibility, and overall well-being in a fun and welcoming environment. Whether you're new to NIA or have attended before, participants of all fitness levels are encouraged to join and experience the joy of movement.

Under the Stars Movie Night:
Parks and Recreation is thrilled to announce the return of our *Under the Stars* Movie Night series! The first film of this year's series will be showing on **Saturday, October 10th, at 8:00 p.m**. at 96th Street Park. Join us for a magical evening under the night sky as we bring the community together for this family-favorite adventure!

Spooky Spooktacular:
Our annual Halloween Event will take place on **Friday, October 23, 2026**, from 6:00 p.m.– 9:00 p.m. at the 96th Street Park. This signature event is open exclusively to Surfside residents and hotel guests, featuring entertainment, games, a maze, and much more. It's one of the most anticipated community gatherings of the year, offering families a fun and festive Halloween celebration.

COMMUNICATIONS DEPARTMENT

The Communications Department's mission is to build strong connections between Surfside residents, elected officials, and the broader community through strategic communication and innovative marketing initiatives. Its objective is to enhance the quality of life in Surfside by providing timely, informative content that educates, engages and empowers residents. As the primary bridge between Town Administration and its citizens, the department ensures transparency, accessibility, and unity within our community, promoting active civic engagement and celebrating Surfside's unique heritage. Through innovative partnerships and implementing forward-thinking strategies, the department strives to position Surfside as a model of effective governance and vibrant community participation.

Team: Cindy Reyes Arboleda, **Communications Director**
Vacant, **Administrative Support**

In August 2026, the Communications Department continued advancing the Town of Surfside's mission through strategic public information campaigns, community engagement, public safety education, municipal leadership communications, regional partnerships, youth and family programming, and emergency preparedness outreach. Through coordinated communications across digital platforms, print publications and community outreach, the Department strengthened public awareness while supporting key Town priorities, including school transportation, public safety, law enforcement training, community policing, water safety, fraud prevention, hurricane preparedness, civic engagement and regional collaboration.

Town Manager's Office:

- Produced the September 2026 edition of the Surfside Gazette, overseeing editorial planning, story development, copy editing, photography, graphic design, advertising coordination, proofreading and final production.
- Promoted the launch of Surfside's school bus service for the 2026-27 school year, including public information, community messaging and video content featuring the Mayor, Vice Mayor and Town Commission.
- Supported communications highlighting the Town's participation in regional initiatives and partnerships with neighboring municipalities and Miami-Dade County.
- Led public outreach throughout hurricane season, providing residents with preparedness information, emergency resources and reminders to remain informed about potential tropical weather threats.
- Featured Mayor Shlomo Danzinger's participation in the annual Meet the Mayors Breakfast hosted by the Aventura Marketing Council, highlighting regional collaboration and the exchange of ideas among local leaders.

- Promoted “Mornings with Medics,” inviting residents to meet Miami-Dade Fire Rescue personnel and connect with local first responders over coffee and conversation.

Police Department:

- Led a public awareness campaign warning residents, contractors and business owners about fraudulent permit payment emails targeting building permit, Planning and Zoning and commercial sign permit applicants.
- Featured the swearing-in of Interim Chief of Police Jay Matelis, highlighting his more than 20 years of law enforcement experience and leadership within the Surfside Police Department.
- Featured the department’s comprehensive officer training in use of force, de-escalation and firearms qualification, emphasizing continued professional development and public safety.
- Coordinated communications for a High Holidays Safety and Security Meeting with local religious institutions and neighboring law enforcement agencies, including the Miami-Dade Sheriff’s Office, Bal Harbour Police Department and Bay Harbor Islands Police Department.
- Promoted “***Cafecito with the Cops***,” providing residents, business owners and visitors an opportunity to meet with Interim Chief Matelis and Surfside police officers, discuss community concerns and provide feedback.

Parks & Recreation Department:

- Promoted the launch of Surfside’s school bus service and back-to-school initiatives supporting local students and families.
- Promoted “Stories & Me” early childhood programming and the Stories & Me Fest, highlighting literacy, arts and crafts, sensory activities, music, movement and family engagement.
- Supported communications for the SurfBalBay Water Safety Course in partnership with Bay Harbor Islands and Bal Harbour Village, encouraging residents to participate in CPR training, drowning prevention education and lifesaving demonstrations.
- Showcased Parks and Recreation back-to-school session programming and seasonal activities through the Town’s website, social media, e-newsletters and other communication channels to increase awareness and participation.

Public Works & Infrastructure:

- In time communications regarding the Abbott Avenue Drainage Project, providing residents with timely updates regarding construction schedules, road closures, access impacts and anticipated disruptions.
- Provided residents with guidance regarding moving operations along Collins/Harding Avenue, including Right-of-Way permits, Maintenance of Traffic (MOT) requirements and coordination with the Florida Department of Transportation for work affecting State Road A1A.
- Maintained proactive resident communications regarding infrastructure projects and construction activity through the Town’s website, social media, e-newsletters, alerts and the Surfside Gazette.
- Supported public outreach regarding regional collaboration and infrastructure improvements, including communications highlighting partnership efforts with Bay Harbor Islands.

Town Clerk's Office:

- Supported official communications related to the transition in municipal leadership and the appointment of Sandra N. McCready as Acting Town Manager.
- Promoted the Miami-Dade County Primary Election held Aug. 18, providing residents with timely information regarding the election.
- Continued promoting civic engagement and public participation through Town meetings, programs and community initiatives.

Digital Strategy, Social Media & Brand Stewardship:

- Executed comprehensive digital communications supporting school transportation, back-to-school safety, community policing, law enforcement training, fraud prevention, water safety, early childhood programming, regional partnerships, hurricane preparedness and municipal leadership.
- Produced video, photography and social media content highlighting Town leaders, police officers, students, families and community partners.
- Promoted back-to-school programming through the Town's website, social media, e-newsletters and other communication channels to increase awareness, participation and access to Parks and Recreation services.
- Expanded public engagement through educational campaigns focused on fraud prevention, pedestrian safety, water safety, emergency preparedness, youth engagement and community policing.
- Promoted regional partnerships with Bay Harbor Islands, Bal Harbour Village and Miami-Dade County, reinforcing collaborative efforts focused on public safety, infrastructure and quality of life.
- Continued strengthening the Town's digital presence through timely public information, community storytelling, event promotion and real-time updates across social media and digital communication channels.

Throughout August 2026, the Communications Department remained committed to informing, engaging and connecting the Surfside community through strategic communications that reflected the Town's values of transparency, public safety, collaboration, civic engagement and community pride. The Department continued to support municipal leadership, public safety initiatives, regional partnerships, emergency preparedness and programs that strengthen the connection between the Town and the residents, businesses and visitors it serves.

TOURISM DEPARTMENT

Surfside is one of only three municipalities in Miami-Dade County currently eligible by Florida State Law to impose a Resort Tax of four percent (4%) on accommodations and two percent (2%) on food and beverage sales as a source of revenue. Miami Beach and Bal Harbour are the other two municipalities with the same capability. This unique revenue-generating opportunity is also defined in the Town's Charter in Sec. 69-A.

Resort Tax. The Tourist Resort Tax Fund is a special revenue fund within the budget of the Town of Surfside. This means that the funds, like all special revenue funds, are collected from specific sources and dedicated to specific allowable uses. The Resort Tax Board Members, appointed by the Town's Commission, oversee the legal and appropriate use of these funds through the Tourism Director and the operations of the Tourist Bureau. The Tourist Bureau is responsible for promoting the Town's dining, shopping, lodging, recreation and beach to visitors nationally, internationally, and within the State of Florida. Attracting visitors from within the State of Florida, the nation, and internationally, including from Latin America, Canada, United Kingdom, and Israel.

Team: Frank Trigueros, **Tourism Director**

Summer Sundays Continues with Kites & Bites Event – Surfside's summer spirit was soaring on Sunday, Aug. 16, as families and friends gathered at the beach for *Summer Sundays: Kites & Bites*. The afternoon brought together food, music, creativity and plenty of beachside fun for residents and visitors of all ages. Guests enjoyed delicious bites from Wok N' Roll and Ike's Catering, live music from Soul Travelers, complimentary kites, arts and crafts, and a variety of activities for children and families. Attendees also had the opportunity to relax under Beach Club umbrellas by Shibumi Shades, visit the Mahjong social play tent, cool off with refreshments, enjoy snacks and protein bars, and take part in a free book swap and other interactive activities. The event also featured a sensory play area for toddlers, an SPF station provided by SJI Dermatology and a range of family-friendly activities designed to make the most of a summer afternoon in Surfside. Vice Mayor Benmergui and Commissioner Travani joined Acting Town Manager Sandra N. McCready, Interim Chief of Police Jay Matelis, and members of the Surfside Tourist Board in welcoming the community and enjoying the afternoon's festivities.



Resort Tax Board to Elevate Holiday Lighting Event – The Resort Tax Board plans to expand its annual Christmas Tree Lighting into a broader holiday celebration, creating a more inclusive event that celebrates the season and its many traditions. First introduced in 2024, the event has drawn sizeable crowds during its first two years, with families and children gathering to meet Santa Claus, enjoy champagne, eggnog, hot chocolate and holiday treats, and take in festive musical performances. More details about this year's expanded celebration will be announced in the coming months.

It's a Surfside Thing Video Series Second Video – Last month @VisitSurfside published its second video of the *It's A Surfside Thing* series highlighting Summer Sundays. The boosted Reel post generated strong performance numbers once again, with more than 85,300 views on Instagram alone and 4,500 interactions. Additional videos will be posted soon highlighting kosher restaurants and members of the community. So far, the two main videos and 5-second mini clips have helped garner more than 1,200 new subscribers as the campaign continues to help

@VisitSurfside expand its reach and grow to almost 13,000 followers (currently at 12,900). The account had 11,700 followers when the series started in June.

Clean for Cones Event Sept. 20 – The Resort Tax Board will host Clean 4 Cones on Sunday, Sept. 20, from 10 a.m. to 1 p.m. at the Surfside side of the 96th Street Beach entrance, in partnership with @PlasticFisherman. The community is invited to participate in a fun coastal cleanup while helping keep Surfside's shoreline clean, with participants receiving a sweet reward for their efforts. The event will feature kosher Cold Stone Creamery ice cream.



ACTIVITY	AMOUNT
Food & Beverage Tax	$1,306,547.89
Hotel Tax	$4,912,582.82
Interest Earnings	$305,956.79
Registration Fees	$3,950.00
Gross Revenue Generated	**$6,529,037.50 (FY2026)**

Note: *Calculations are based on information available through the print date of August 24, 2026.*

POLICE

The Surfside Police Department has adopted a proactive policing philosophy and embraces its approach to developing community partnerships and problem-solving. Our employees are extremely proud of our tradition and are committed to public service and to ensuring the safety of our residents and visitors. We are dedicated to providing quality police service to our residents, businesses and tourists.

Team: Jose "Jay" Matelis, **Interim Chief of Police**
Diana Leon, **Lieutenant**

STAFF: 5 Sergeants / **2** Detectives / **19** Officers / **4** Communications Operators
4 Parking Officers / **3** CSAs / **2** Admins / 1 Reserve Officer

Rory Alberto – Sergeant	Lesmes Ruiz – Officer
Frank Colonna – Sergeant	Donovan Saffo – Officer
Marian Cruz – Sergeant	Micah Smith – Officer
Alejandro Lorente – Sergeant	Jose Valino – Officer
Julio Torres – Sergeant	Samuel Villegas – Officer
Ronald Donoso – Detective	Ana Chamorro – Communications Operator
Kemuel Gambirazio – Detective	Jose Dardon – Communications Operator
Loxley Arch, III – Officer	Stephanie Kamer – Communications Operator
Lovenson Beaubien - Officer	Susie Sperbeck – Communications Operator
Tammy Campbell – Officer	Christian Acosta – Parking Officer
Bobby Gabriel – Officer	Josue Castro – Parking Officer
John Gentile – Officer	Alexander Orduno – Parking Officer
Rafael Gomez, Jr. – Officer	William Perez – Parking Officer
Dianna Hernandez – Officer	Isabelle Dourbecker – CSA
Ariel Lage – Officer	Felix Fermin – CSA
Craig Lovelette – Officer	Donald Laurent – CSA
Bryant Luke – Officer	Kimberlee Blecha – Executive Assistant
Joseph Matthews – Officer	Teresa Fernandez – Admin Aide
Sharon Perez-Rivera – Officer	
Ruben Ravelo – Officer	
Joshua Rosario – Officer Jose Pacheco – Reserve Officer	

Recruitment Efforts – The Town of Surfside is conducting a national search for its next Chief of Police. The position will remain open until filled, and interested candidates can find full details on the posting through the Town's Human Resources Department. Additionally, we are recruiting for a Communications Operator; those interested are encouraged to reach out to Human Resources for more information.

Cafecito with the Cops

With hurricane season still underway, community preparedness remains a top priority. In that spirit, Interim Chief of Police Jay Matelis welcomed residents, business owners, and visitors to "***Cafecito with the Cops***" on Tuesday, August 25th, at 10:00 a.m. at the Grand Beach Hotel.

Interim Chief Matelis was joined by Mayor Shlomo Danzinger, Commissioner Dovid Weingott, and Acting Town Manager Sandra N. McCready for the morning gathering. Over coffee and light refreshments, attendees connected with neighbors and met the newly appointed Interim Chief. The relaxed setting also gave residents a chance to engage directly with town leadership, sharing feedback, raising questions, and voicing concerns. Events like these reflect the town's continued commitment to open communication and community partnership, particularly as residents prepare for the months ahead.





High Holidays Safety and Security Meeting

On August 19th, the Surfside Police Department hosted a ***High Holidays Safety and Security Meeting***, bringing together representatives from local religious institutions and neighboring law enforcement agencies, including the Miami-Dade Sheriff's Office, Bal Harbour Police Department, and Bay Harbor Islands Police Department.

"Ensuring the safety of our residents and visitors during the High Holidays is a priority for our department, and working together with our partner agencies helps us achieve that goal," said Interim Chief Matelis.

The department extends its gratitude to all law enforcement partners and community institutions for their continued collaboration and commitment to keeping Surfside safe.





PUBLIC WORKS

The Public Works Department provides for the effective management and maintenance of the Town's roadways, infrastructure systems, and buildings as well as the management and supervision of the solid waste collection operation and the storm water, water/sewer utilities. The Department also responds to and assists other Town departments in emergencies and instances of severe weather preparation and recovery.

Team: Andre Eugent, **Director**
Lys Desir, Jr., **Operations Manager**

STAFF DIRECTORY
14 Solid Waste
8 Facilities/Maintenance
3 Water & Sewer

SOLID WASTE	FACILITIES AND MAINTENANCE
Derick Scott – Manager	***Josvani Iglesias – Manager***
Jose Acevedo – Beach Patrol	Coordinator – Chiquita Tuff
Martinez Saintilmond – Refuse Collector	Carlos Duarte – General Service Worker
Pierre Desamour – Refuse Collector	Gustavo Gonzalez – Maintenance
Donovan Johnson – Refuse Collector	Idael Suarez – Maintenance
Claude Jean – Refuse Collector	Iran Gonzalez– Maintenance
Harold Jean Baptiste – Refuse Collector	Jose Nodarse – Mechanic
Harry Saintil – Refuse Collector	Guillermo Osorio – CDL Heavy Eqpt.
Esdianis Puente – Refuse Collector	**WATER & SEWER**
Sanel Cazeau – Refuse Collector	
Mitch Michel – Truck Driver	Water & Sewer Manager - Vacant
Albert Noel – Truck Driver	Ainesworth Turner – Maintenance
Bernardo Cordova – Truck Driver	Rigoberto Chaviano – Maintenance
Anivin Asse – Refuse Collector	Jimmy McCray – Maintenance

*** Services through August 24, 2026**

SOLID WASTE

ACTIVITY	VOLUME	COST
Garbage Collected	267.13 TN	$20,333.93
Recycling Collected	75.80 TN	$10,133.70
Bulk Pick Ups	21.86 TN	$1,6.63

WATER & SEWER

ACTIVITY	QUANTITY	QUANTITY TO DATE	COST	TOTAL COST TO DATE	TOTAL TO DATE
Sewer Backups	0	0		Internal	0
Water Leaks	0	0		Internal	3
Drain Cleaning	0	0		Internal/ Contractor	50
Hydrant Flushing	45	45		Internal	40
Asphalt Repair	-	4		Internal	0
Residential Service Orders	-	-		Internal	11
Commercial Service Orders	-	-		Internal	0
Hard Pack Maintenance	0	3		Internal	0
Hard Pack Levelling	-	-		Internal	10
Wastewater Pumping Station Inspections	-	-		Internal	29
Damaged Utility Box or Cover	-	-		Internal	0
Compliance Samples	-	-		Internal/ Lab	50
In- House Utility Locations	-	-		Internal	40
Meter Installations	0	0		Internal	1
Water Distribution Residual Collected	70	70		Internal	24
Sewer Repairs	1	1		Internal	0

FACILITIES & MAINTENANCE

ACTIVITY	QUANTITY TO REPAIR	QUANTITY TO DATE	COST RESPONSIBILITY	TOTAL COST TO DATE
Sidewalk and Curb Repair	10 linear ft.	10 linear ft.	Internal	
TOWN HALL BUILDING				
Deep Carpet Cleaning	1	1	Internal	-
Flooring Polishing	1	1	Internal	$48.00
Painting	1	1	Internal	551.96
Interior Light Repairs/Replacement	6	6	Internal	----
Exterior Light Repairs/Replacement	34	34	Internal	$49.00

PUBLIC LIGHTING				
Streetlights	2	2	FPL/Miami Dade County	---
Parking Lot Lights	0	0	N/A	----
Beach Entrance Lights	0	0	Internal	----
Downtown Lights	3	3	Internal	----
Christmas Lights	1	1	Internal	----
OTHER MAINTENANCE ACTIVITIES				
Sign Replacement	3	3	Internal	----
Flag Replacement	2	2	N/A	----
Bus Stop Pressure Walking	4	4	Internal	----
Town Hall Sidewalk Pressure Walking	2	2	N/A	----
Town Hall Windows and Doors Pressure Washing (1st and 2nd Floors)	1	1	N/A	----
Downtown Garbage Can Pressure Washing	1	1	N/A	----
Parking Lot Concrete Fence Repairs	1	1	Internal	----

Note: *Calculations are based on information available through the print date of August 24, 2026.*

FINANCE

The Finance Department provides for the effective, lawful, and efficient management of the Town's financial matters. The Department manages and maintains the Town's financial records in conformity with generally accepted accounting principles and in compliance with State and Federal laws. The Department develops and runs effective, efficient financial planning and reporting, and supports the operating departments in achieving their program objectives.

Team: Jamie Blank, **Interim Director (CFLG)**
Andrew S. Fierman, **Interim Director (CFLG)**
Andria Meiri, Budget Officer
Manuel "Manny" Carta, Comptroller
Damaris "Didi" Montes de Oca, Customer Service Representative
Tamara Capote, Accounting Clerk
Maria J. Sommariva, Accountant

Supplemental Attachment "**Finance Status Update**"

MEMORANDUM

TO:	Sandra McCready, Acting Town Manager, Town of Surfside
FROM:	Fierman Accountants & Advisors, Acting Finance Director and Audit Preparedness Consultants
DATE:	August 28, 2026
SUBJECT:	**Status Update Regarding Acting Finance Director Services, Audit Preparedness Services, and Financial Close and Reporting Process**

Executive Summary

Pursuant to our engagement with the Town of Surfside, Fierman Accountants & Advisors is providing this status update as of August 28, 2026, regarding the work performed in connection with Acting Finance Director services, audit preparedness services, and the Town's financial close and reporting process.

Since assuming these responsibilities, our team has continued to focus on supporting day-to-day finance department functions, advancing the fiscal year 2025 financial close, addressing ongoing operational and compliance matters, and maintaining a clear timeline and team structure for the external audit process.

Over the past month, we held multiple meetings with the Town's external auditors, CBIZ, and with Foster & Foster, the Town's pension plan administrator, to coordinate the scope and sequencing of both the financial statement audit and the pension plan audit. As a result of these discussions, we have arrived at a set timeline that has been agreed to by all parties, and our team remains focused on meeting each milestone under that schedule.

Finance Department Operations

Throughout August, our team continued to oversee and support the Town's day-to-day finance department operations, providing responsive assistance to other Town departments as needs arose. We remained actively engaged in the Town's accounts payable function several days each week, along with utility billing, exercising oversight of the payment process, reviewing supporting documentation, and approving vendor disbursements to ensure that all payments to and from the Town are properly supported, accurately recorded, and processed in a timely manner. In addition, this month we further expanded our support of accounts payable processing and daily reconciliations, working closely with Town staff to bring the Town's bank reconciliations current and to strengthen the accuracy and timeliness of the Town's day-to-day accounting records going forward.

FEMA Project Worksheets PW 8, PW 11, and PW 15

Following up on previous requests from Josh Webster at the Florida Division of Emergency Management (FDEM) regarding compliance items for PW 8 and PW 11, the Town compiled and submitted the required items, and Mr. Webster confirmed receipt of these materials on July 29, 2026. This month, Mr. Webster advised our team that all requested documentation has now been provided and that he has, in turn, submitted the Town's materials to FEMA for review. He indicated that he is currently awaiting FEMA's response and that there is nothing further required of the Town at this time. We followed up with Mr. Webster again this month to check on status; there have been no further updates to report, and he remains in a holding pattern awaiting FEMA's determination. We will continue to monitor this matter closely and will notify the Town promptly upon receiving any update.

(As previously reported, PW 15 was approved for payment, with the Town's closeout signature completed in a prior update period.)

ARPA Reporting

The Town's required ARPA reporting has been fully completed, reviewed, and submitted in accordance with federal guidelines, and no further action is required on this item at this time.

Rate Study

Our team reviewed the information requests submitted by Raftelis and worked closely with Town staff to submit a detailed response to Matthew Ori on July 23, 2026. On July 29, 2026, Mr. Ori provided follow-up questions and requests for clarification, and we submitted the necessary supporting data to address those remaining items. On August 21, 2026, we received correspondence from Mr. Ori indicating that Raftelis has completed its initial results and requesting a call to review the findings. We have since coordinated with both the Town's Finance and Public Works departments and confirmed a joint meeting with Raftelis for Monday, August 31, 2026, at which time we anticipate reviewing the study's initial results and discussing next steps.

Municipal Parking Fund

As previously reported, the Town's review and evaluation of the Municipal Parking Fund remains on hold and will proceed following the financial audit kickoff, currently anticipated for October 2026.

Bank Reconciliations and Financial Close

The Town's bank reconciliations through fiscal year-end September 30, 2025, are complete, and our team has been working in full force to build on that progress. This month, we completed the reconciliation and review of several additional bank accounts and periods, working carefully through the underlying activity and preparing the necessary adjusting entries as we go. Concurrently, we are updating bank reconciliations for subsequent periods and are actively working through November 2025 to July 2026 for the Town's various bank accounts, which

continues to bring the Town closer to being fully current and supports the identification of adjustments needed for the FY 2025 financial close in advance of the external audit. We remain on target with the timeline agreed to with CBIZ to have the Town's books and records fully adjusted, and we continue to hold regular meetings with the audit team to confirm we remain aligned on scope, expectations, and progress. To date, we have uploaded a substantial volume of planning-phase information in support of these efforts, and we remain on target to meet the agreed-upon milestones.

Audit Preparedness and Next Steps

In addition to advancing the fiscal year-end financial close and reporting process, we have assigned a dedicated team and maintained a structured game plan for audit readiness. Our current efforts remain focused on compiling and submitting the planning-phase documentation and information requested by the Town's external auditors, CBIZ. We have also continued work on key audit fieldwork sections, including cash, accounts receivable, accounts payable, accrued liabilities, and capital assets and long-term debt. In addition, we held several meetings this month with Foster & Foster, the Town's pension plan administrator, to coordinate the pension plan audit, and we have since submitted all requested pension-related information to them and the actuarial valuations are now in process.

We continue to hold regular discussions with CBIZ regarding auditor availability, readiness, and scheduling considerations. Based on our current progress, the plan and schedule we have proposed to CBIZ during our meetings this month, and which has been agreed to by all parties, is as follows:

- **October 5, 2026:** Complete and deliver all planning-phase audit items.
- **October 19, 2026:** Provide fully adjusted trial balance, supporting schedules, and audit fieldwork requests.
- **January 31, 2027:** Targeted completion and final issuance of the audit.

Priorities Going Forward

Overall, our primary priorities going forward are to continue monitoring FEMA's review of PW 8 and PW 11 and follow up with Mr. Webster as needed, participate in the upcoming Raftelis rate study meeting on August 31 and continue to follow up until the study is finalized, initiate the review of the Municipal Parking Fund upon audit readiness in October, continue supporting accounts payable, daily bank reconciliations, payroll, utility billing, and day-to-day finance department operations, complete the FY 2025 financial close and advance bank reconciliations for subsequent periods in line with the timeline agreed to with CBIZ, and continue coordinating with CBIZ and Foster & Foster to deliver planning and fieldwork items per the agreed target dates.

GRANT ADMINISTRATOR

A Grant Administrator is responsible for managing the full life cycle of grants in alignment with the priorities established by the Town Commission and leadership. This includes pre-award activities such as supporting the identification of funding opportunities based on strategic direction, assisting departments in developing project scopes, preparing and submitting grant applications, and ensuring proposals meet eligibility and compliance criteria. Once awarded, the post-award responsibilities include monitoring project progress, tracking expenditures, managing grant compliance, coordinating with departments and funding agencies, and submitting timely financial and performance reports. The Grant Administrator serves as the central point of contact for all grant-related matters, ensuring accountability, transparency, and effective use of funds across the Town of Surfside.

Team: Kristina Brown, **Grant Administrator**

NAME OF GRANT	FUNDER	$ AWARDED
Resilient Florida Grant Program - Abbott Avenue Stormwater Improvements	FDEP	$5,000,000.00
Resilient Florida Grant Program - Collins Avenue Water Main Replacement Design	FDEP	$217,731.00
State Appropriations Project Request - Surfside Boulevard Improvements	FDOT	$250,000.00
Public Transit Service Development Grant Program – Freebee On-Demand (Yr 1)	FDOT	$120,898.00
State Appropriation's Request - Surfside Memorial Design and Construction	FDOS	$1,000,000.00
Resilient Florida Grant Program - Vulnerability Assessment and Adaptation Plan	FDEP	$300,000.00
Beach Management Grant Program - Coastal Dunes Rehabilitation	FDEP	$1,220,683.50
General County Funds - Surfside Memorial	MDC	$250,000.00
State Appropriations Request - Transforming and Reformulating the Surfside Downtown Alleyway	FDOC	$750,000.00
Viva Florida Grant – Flamingo Garden Park	Florida Wildflower Foundation	$3,000.00

NAME OF GRANT	FUNDER	$ AWARDED
Safe Streets for All – Comprehensive Safety Action Plan	DOT	$200,000.00
District 4 Capital Improvement Grant - Paws Up Park and Community Recreation Improvement Project	Miami-Dade County - Commissioner Steinberg	$25,000.00
TOTAL $ AWARDED	**$9,337,312.50**	

Grant applications submitted pending determination:

NAME OF GRANT	FUNDER	$ APPLIED FOR
Waterways Assistance Program – Living Seawall Tiles	FIND	$70,000.00

CAPITAL IMPROVEMENT PROJECTS

The Town's Capital Improvement Projects Services provides for the effective management and maintenance of the Town's capital improvement projects as well as the management and supervision of these projects.

Improving our community's quality of life for generations to come is a priority for all Town residents. Several Projects are currently underway to make the Town of Surfside safer, more enjoyable, and more resilient long-term.

Team: Andre Eugent, **Director**

Attachment "**A**"

PROJECTS
Surfside Memorial
Abbott Avenue Drainage
Collins Avenue Water Main
Dune Restoration
Town Hall HVAC Installation

Surfside Memorial

Scope:

The Town is seeking to create the Surfside Memorial to honor and remember the lives lost in the tragic event that occurred on June 24, 2021, when the CTS Building collapsed. The Surfside Memorial will serve as a permanent remembrance of the immense loss suffered by the Surfside community and will offer a place for families, friends, and visitors to reflect, understand the truth of that day, and find solace through the peace and serenity conveyed through this site.

Phase: Permitting / Contract award

Status: The KEITH Team presented the project to the commission with the elements that were value-engineered. Town Commission requested some changes to a few elements. The Kieth team has since made the requested changes. The town's legal and procurement team is working with the contractor Shiff Construction on finalizing the language in the construction contract.

SURFSIDE MEMORIAL PROJECT	
CONSULTANT	KEITH & ASSOCIATES
CONTRACT AMOUNT DESIGN	$590,000
AMOUNT PAID TO DATE	$563,979.44
BALANCE	$41,181.25
DESIGN COMPLETE	100%
PERMITTING	ONGOING
CONTRACT EXECUTION	TBD
CONTRACTOR	SHIFF
CONSTRUCTION START DATE	TBD

September Schedule

- **Continue regulatory permitting approval efforts.**
- **Contract execution with Shiff Construction**

Abbott Avenue Drainage

Scope:

The construction will entail the addition of two new pump stations with respective force mains to alleviate flooding on Abbott Avenue from 90th Street to 94th Street.

Phase: Construction

Status: The contractor continues to install pressure pipe west along 92nd Street, utilizing moving maintenance-of-traffic (MOT) road closures at the intersections where work is underway.

CIP has expressed concern to the contractor that 92nd Street has remained closed longer than scheduled by FG. CIP also requested that the contractor provide a realistic schedule for reopening the 92nd Street intersection, as the anticipated reopening date has continued to change. The contractor has coordinated with Florida Power & Light (FPL) to complete the installation of electrical service for both pump stations. The project is still on schedule to be completed on November 23, 2026.

ABBOTT AVENUE DRAINAGE IMPROVEMENT	
CONTRACTOR	FG CONSTRUCTION
CONTRACT AMOUNT	$8,481,234.01
AMOUNT PAID TO DATE	$4,526,332.98
BALANCE	$3,815,169.29
PERCENT PAID TO DATE	53.4%
PERCENT WORK COMPLETE	57.12%
ORIGINAL COMPLETION DATE	08/27/2026
EXPECTED COMPLETION DATE	11/23/2026

September Schedule

Location – 92nd Street

- **Installation of Pressure pipe heading west to outfall**
- **Road restoration and opening of 92nd street intersection**
- **Raise well casing for well # 2**

Location – Abbott Avenue between 91st Street & 92nd Street and West on 92nd Street

- **Raise well Casings for well # 3 & 4**
- **Install Valve between Downstream Defender and Pump Station**
- **Final Road Restoration of 91st Street**

Collins Avenue Water Main

Scope:

Pursuant to Town Resolution 2022-2907 passed and adopted unanimously on August 9, 2022, Nova Consulting was selected to design this project to replace the current, undersized water main on Collins Avenue. The existing water main is past its useful life and requires up-sizing and replacement. The Town sought and obtained a grant for design services for the project. The water main currently services all the facilities along the Collins Avenue corridor.

Phase: Design

Status: Nova Consultants has submitted the **100% design package** to both the **Town** and **FDEP** for review and approval. Nova is continuing its permitting efforts with other governing agencies to ensure the project progresses as planned. Miami-Dade County Fire Rescue has reviewed the plans and provided additional comments that Nova Consulting is actively addressing.

The **Capital Improvement Program (CIP) team** is actively exploring **alternative grant funding opportunities** to support the project's implementation.

Construction is currently **anticipated to begin in the first quarter of 2027**.

COLLINS AVENUE WATER MAIN	
CONSULTANT	NOVA ENGINEERING
CONTRACT AMOUNT	$340,456.00
AMOUNT PAID TO DATE	$294,042.57
BALANCE	$46,413.19
PERCENT PAID	86.4%
STATUS	PERMITTING
CONSTRUCTION START DATE	TBD

September Schedule

- **Continue regulatory permitting approval efforts.**

Dune Restoration

Scope:

The Commission tasked Town Administration to promote both dune beautification and resiliency improvements. Kimley-Horn was tasked to design the required resiliency improvements and beautification of the Town's dunes.

Phase: Construction

Status: Dickerson Construction has completed the dune walking path from the north end at 96th Street to 87th Terrace. The contractor is also installing the post-and-rope fencing along the walking path, beginning at 96th Street and continuing south in coordination with the completed sections of the pathway.

The diverter dunes at each beach access point have been installed to enhance dune protection. The contractor will proceed with the installation of landscaping on both the east and west sides of the walking path, in accordance with the plans, as well as the installation of the beach access mats.

Additionally, the contractor will reinstall all signage that was removed during construction.

DUNE RESTORATION AND BEAUTIFICATION	
CONTRACTOR	DICKERSON
CONTRACT AMOUNT	$2,549,630.60
AMOUNT PAID TO DATE	$1,716,365.00
BALANCE	$601,481.00
PERCENT PAID TO DATE	67%
PERCENT WORK COMPLETE	75%
CONSTRUCTION START DATE	May 11, 2026
SUBSTANTIAL COMPLETION DATE	September 1, 2026
EXPECTED COMPLETION DATE	September 30, 2026

September Schedule

- **Project completion and punch list items.**

Town Hall HVAC Installation

Scope:

The Town of Surfside was awarded a contract to FXP for the removal and installation of a new HVAC system for Town Hall.

Phase: Construction

Status: FXP was issued NTP on July 15, 2026, to start the design and installation of the HVAC. FXP has begun material procurement and design permitting.

TOWN HALL HVAC REPLACEMENT	
CONTRACTOR	FXP
CONTRACT AMOUNT	$1,170,000.00
AMOUNT PAID TO DATE	$0
BALANCE	$1,170,000.00
PERCENT WORK COMPLETE	0%
EXPECTED COMPLETION DATE	02/01/2027

Town Hall Roof Installation

Scope:

The Town of Surfside was awarded a contract to Z Roofing for the removal and installation of a new Roofing system for Town Hall.

Phase: Construction

Status: Z Roofing has executed the contract and is prepared to begin the roof removal and installation. CIP is coordinating with the HVAC and Z Roofing contractors to ensure both projects proceed concurrently and that the work is properly sequenced.

TOWN HALL ROOF REPLACEMENT	
CONTRACTOR	Z Roofing
CONTRACT AMOUNT	$320,810.00
AMOUNT PAID TO DATE	$0
BALANCE	$320,810.00
PERCENT WORK COMPLETE	0%
EXPECTED COMPLETION DATE	11/30/26

Town of Surfside
Regular Town Commission Meeting
September 3, 2026

DISCUSSION ITEM MEMORANDUM

Agenda #: 9A.
Date: September 3, 2026
From: Vice Mayor Dayana Benmergui
Subject: Discussion on Young Professional Meet & Greet Initiative

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Suggested Action: – For the Town Commission discussion.

Background/Analysis: – This initiative is intended to encourage civic engagement, networking, and community involvement among young professionals who live and/or work in the Town.

The proposed initiative could consist of periodic networking gatherings hosted in partnership with local businesses, or Town facilities. Events may include opportunities to meet fellow residents, entrepreneurs, business owners, and community leaders while promoting community pride and involvement.

The Town Commission may also discuss:

- Frequency and location of events;
- Potential partnerships with local businesses and organizations;
- Whether the initiative should be coordinated through an existing Town department, board or committee, and;
- Budget considerations, if any.

Town of Surfside
Regular Town Commission Meeting
September 3, 2026

DISCUSSION ITEM MEMORANDUM

Agenda #: 9B.
Date: September 3, 2026
From: Mayor Shlomo Danzinger
Subject: Pension Plan Amendments for Director Hires

Suggested Action: – For the Town Commission to discuss and direct the Pension Attorney to prepare an ordinance amending Town Code section 2-174.

Background/Analysis: – The proposed amendment expands the pension plan opt-out provision to include department heads/department directors. Due to the high turnover experienced in these leadership positions, this change provides greater flexibility for the Town in recruiting and retaining qualified candidates. Allowing department heads/department directors the option to opt out of the pension plan recognizes the unique nature of these executive-level positions and aligns their benefits with those currently afforded to the Town Manager and Town Attorney.

Fiscal Impact: – To be determined.

Sec. 2-174. Membership.

(a) Any person who becomes an employee shall become a member of the plan as a condition of employment. Contributions required by such employee shall begin with the first payroll period after he becomes an employee. Each person who is an employee of the town as of June 1, 1996 and whose membership in the plan had been prohibited because he was over 52 years of age at the time he became an employee, shall have an irrevocable option to become a member of the plan on June 1, 1996. Such employee who elects to become a member shall begin contributing to the plan with the first pay period beginning after May 31, 1996 and shall earn creditable service after May 31, 1996. No credit shall be given for service prior to June 1, 1996.

(b) Upon withdrawal from service, upon request of the member his accumulated contributions shall be refunded to him and he shall thereupon cease to be a member of the plan.

(c) ~~As charter officers, t~~The town manager~~,~~ and town attorney, and department heads/department directors shall have the right to opt out of the plan at any time. If ~~a charter officer~~ the town manager, the town attorney or a department head/department director elects to opt out of the plan, all of his or her employee contributions shall be refunded at the applicable interest rate applied by the board. Employee contributions may be rolled over into another tax qualified plan.

(Code 1960, § 14A-4; Ord. No. 1362, §§ 1—3, 5-14-96; Ord. No. 1580, § 2, 7-12-11)

Town of Surfside
Regular Town Commission Meeting
September 3, 2026

DISCUSSION ITEM MEMORANDUM

Agenda #: 9C.
Date: September 3, 2026
From: Vice Mayor Dayana Benmergui
Subject: Community Sustainability Initiative: Recycled Plastic Bench Program with Plastic Fisherman

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Suggested Action: – For the Town Commission to discuss and provide direction to the administration.

Background/Analysis: –

This item is being brought back to the Commission after the Planning and Zoning Board moved to recommend to the Commission the 'Bay Benches', 'Lady Green Bins', and 'Plastic Fishing Stations'.

The Plastic Fisherman creates durable, eco-friendly benches made entirely from single-use plastics collected within our community. In addition to the manufacturing process, Plastic Fisherman engages in educational outreach, raising awareness about plastic pollution and demonstrating the recycling process from collection to final product. These materials would be sourced from local beaches, bays, and neighborhoods, then cleaned, sorted, shredded, and processed at low temperatures to be repurposed into functional public seating.

As part of this initiative, it is proposed that the Town launch a community-wide sustainability campaign encouraging residents, visitors, and Town employees to collect and drop off single-use plastics at Town Hall. The collected materials would be accumulated over a designated period, culminating in a one-day community event where volunteers assist in sorting the plastics by type and color.

This initiative provides several key benefits to the Town of Surfside, including enhancing environmental sustainability by reducing plastic waste and promoting responsible recycling practices. It fosters community engagement by encouraging participation from residents, visitors, and staff in a shared environmental effort. The educational component increases

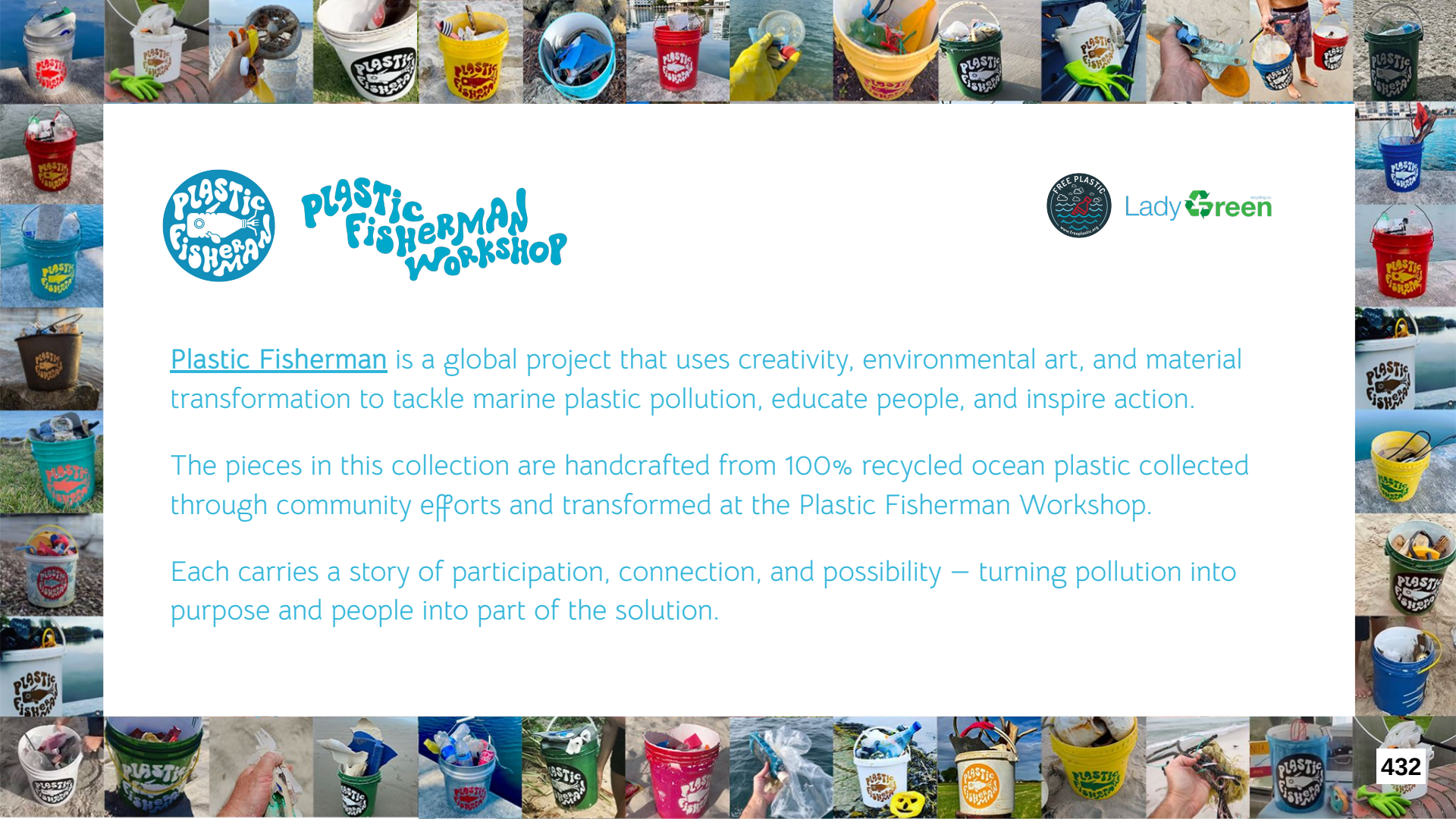
public awareness of environmental issues and sustainable practices. Additionally, the program contributes to the beautification of public spaces through the installation of custom, community-sourced benches, while reinforcing Surfside's commitment to innovation, resilience, and environmental stewardship.

During the Planning and Zoning Board discussion, Rodrigo Butori from Plastic Fisherman stated that the color of the benches is based on the available recycled material. He mentioned the installation of a bar in the middle of the bench made by the recycled material. He also suggested to place a bin next to the collection stations.

Fiscal Impact: – Approximately $7,500.00



Product Lineup_2026



PLASTIC FISHERMAN WORKSHOP

Plastic Fisherman is a global project that uses creativity, environmental art, and material transformation to tackle marine plastic pollution, educate people, and inspire action.

The pieces in this collection are handcrafted from 100% recycled ocean plastic collected through community efforts and transformed at the Plastic Fisherman Workshop.

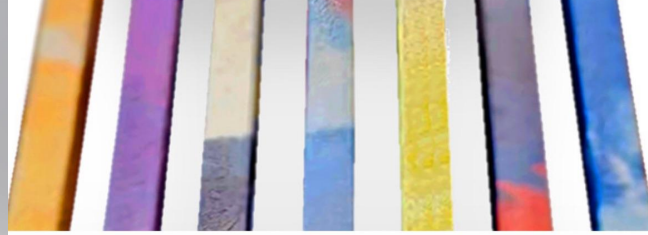
Each carries a story of participation, connection, and possibility — turning pollution into purpose and people into part of the solution.



















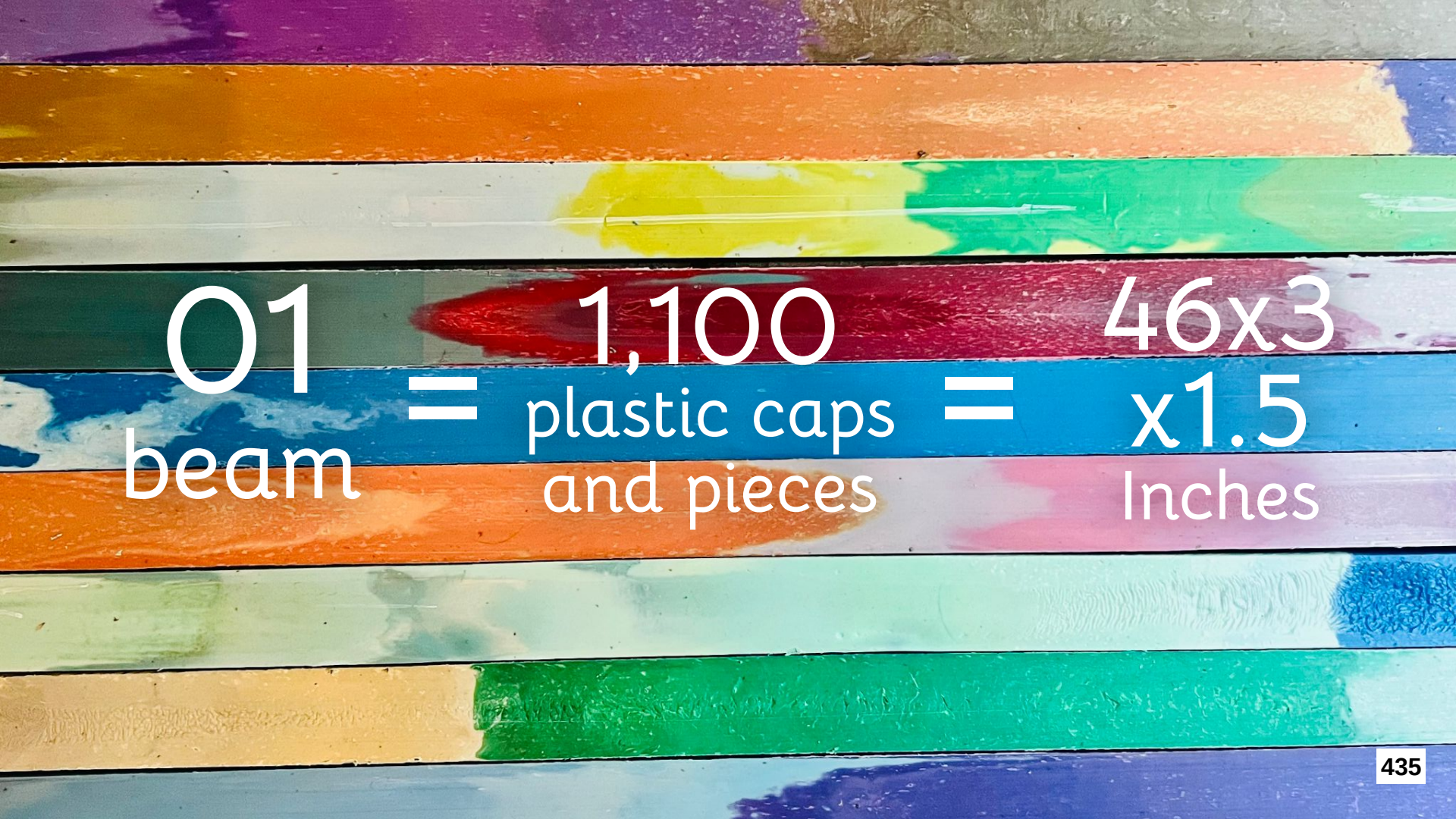


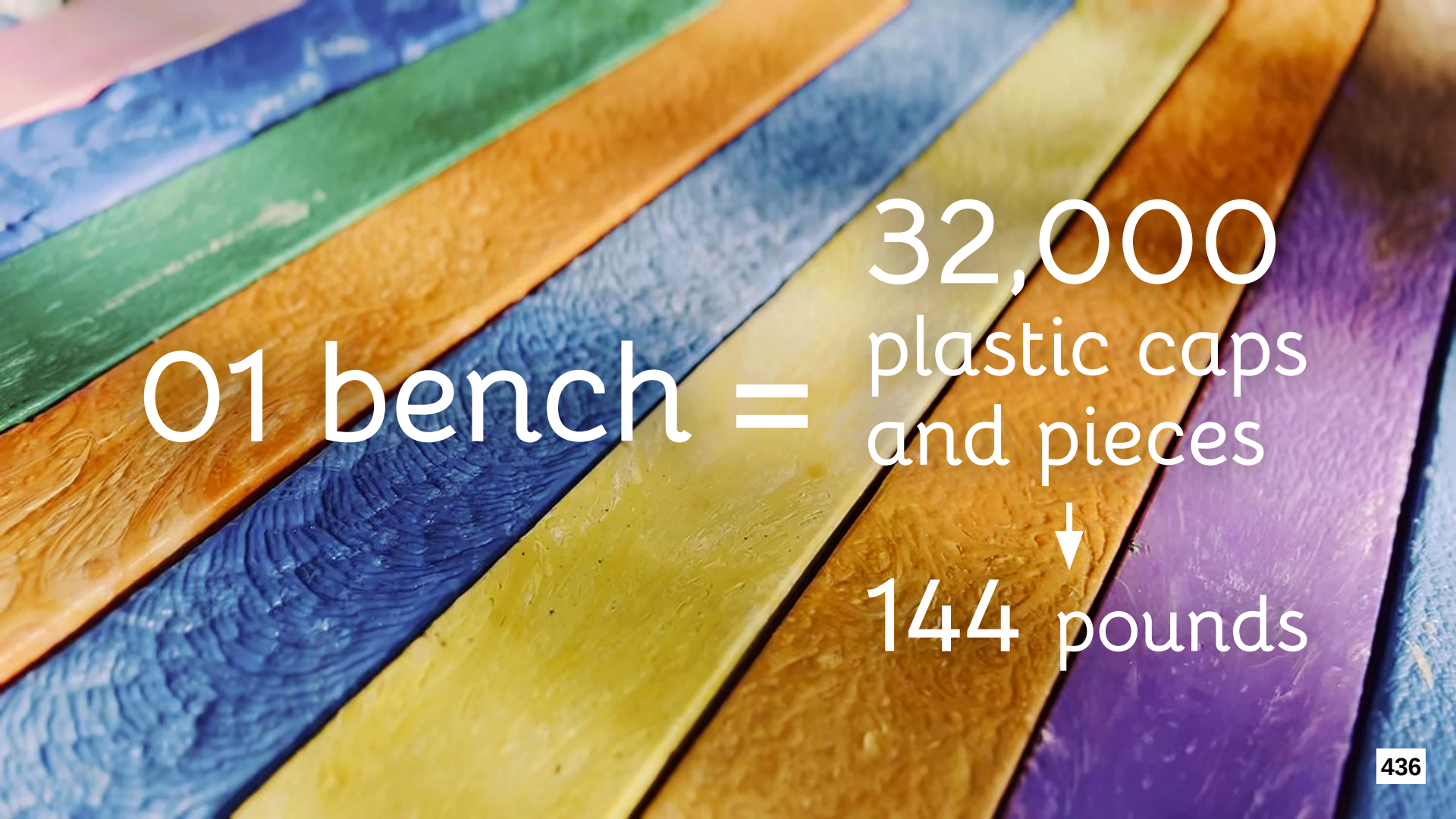


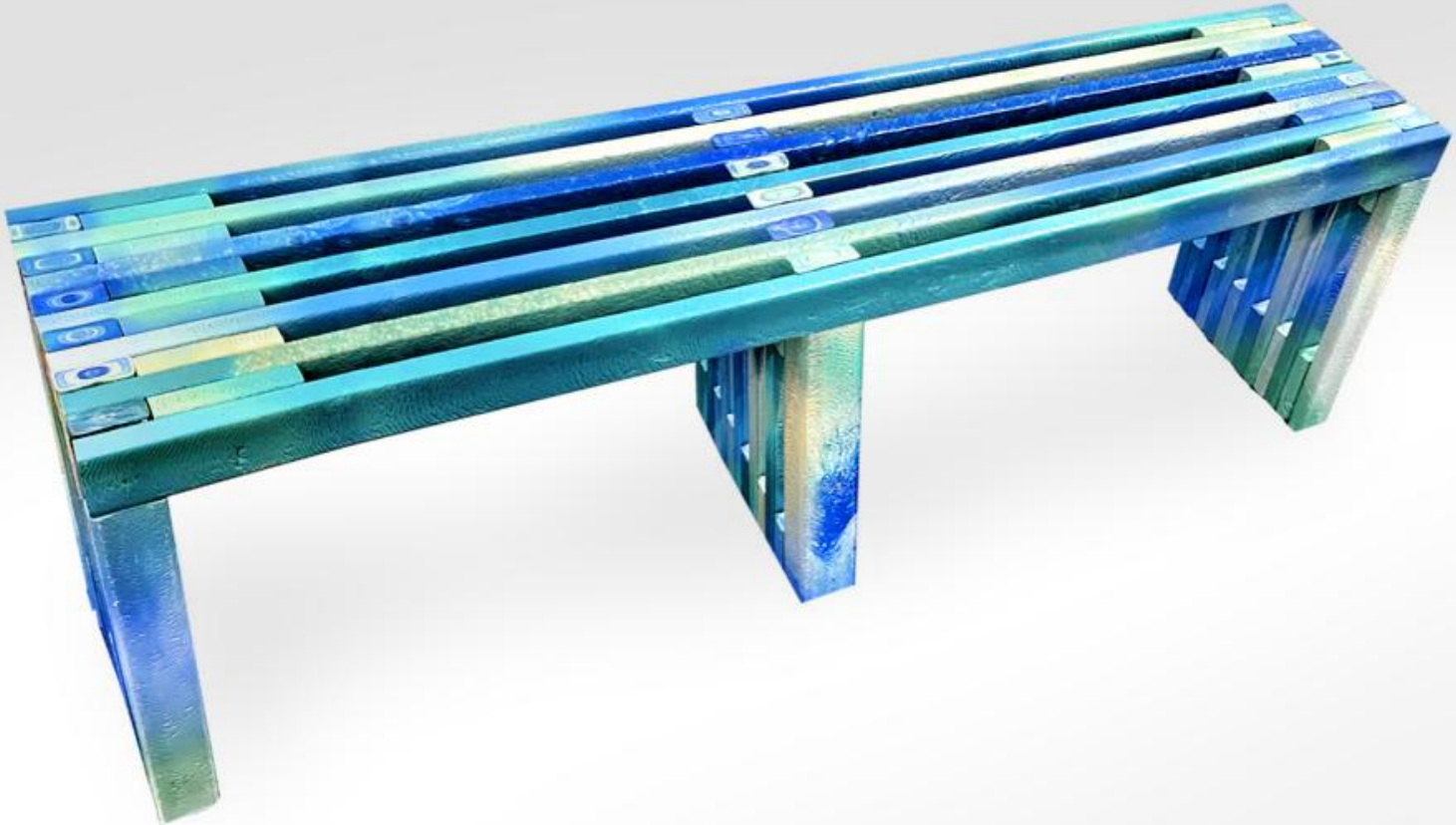


From ocean to artwork

1. **Plastic Collection:** We collect single-use thermoplastics through our events, ongoing cleanups, and partner contributions, focusing on #2 (HDPE), #4 (LDPE), #5 (PP), and #6 (PS) plastics.
2. **Cleaning:** Collected plastics are cleaned to remove sand, dirt, and other contaminants.
3. **Sorting:** Materials are sorted by color to ensure consistency.
4. **Grinding:** Plastics are shredded into uniform flakes, typically 4–6 mm in size.
5. **Extrusion:** The flakes are heated and extruded into custom beam molds.
6. **Finishing:** Once cooled, the beams are cut, sanded, and prepared for fabrication.
7. **Assembly:** The finished beams are transformed into durable furniture, products, and community installations.


01
beam
=
1,100
plastic caps
and pieces
=
46x3
x1.5
Inches


01 bench =
32,000
plastic caps
and pieces
144 pounds

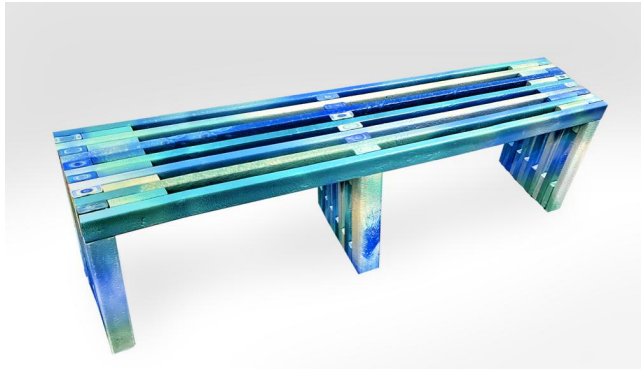


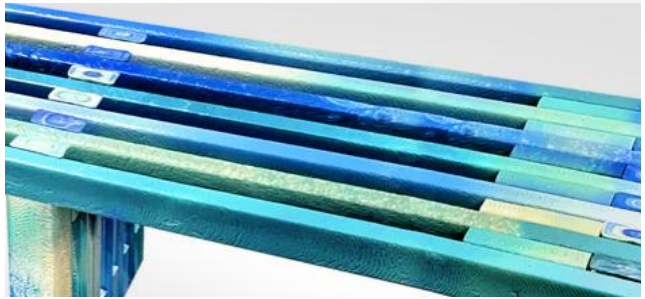
Bay Bench

Dimensions:
92 inches long
14 inches wide
21 inches high

Materials:
100% Recycled Ocean Plastic

$2,790





The Bay Bench - 4ppl

If you believe in transformation, this seat's for you.

The Bay Bench brings people together around a powerful idea: plastic residue can become something valuable when we choose to act. Designed to comfortably seat four people in parks, schools, public spaces, and coastal pathways, it's more than a bench. It's a place to connect, reflect, and be reminded that positive change starts with participation.

Made to order. Colors can be picked depending on availability.

Dimensions:
92 inches long x 14 inches wide (seat) x 21 inches high

Materials:
100% Recycled Ocean Plastic

$1,790



The Lady Green Bin

Inspired by our partners at LadyGreen Recycling, this bin is a bold blend of form and function. Its round shape nods to the idea of circularity, both in design and in purpose, reminding us that what we throw away can always come back to life with the right intent.

Built to last. Inspired by green leaders.
Made to order. Colors can be picked depending on availability.

Dimensions: 34" H x 26-11/16" Diameter
Capacity: 32 Gallons
Materials: 100% Recycled Ocean Plastic and Steel

*Structure Only. Plastic interior liner and lid options non-included.

PLASTIC FISHERMAN WORKSHOP

$1,990



The Plastic Fishing Station

A custom-built station designed to inspire everyday action and help keep beaches, parks, and waterways free from plastic pollution.

Each station invites visitors to become plastic fishermen by collecting plastic they find in the environment and disposing of it properly. Handcrafted from recycled ocean plastic, repurposed buckets, and a rustproof aluminum plaque, it transforms cleanup into a visible, engaging community experience.

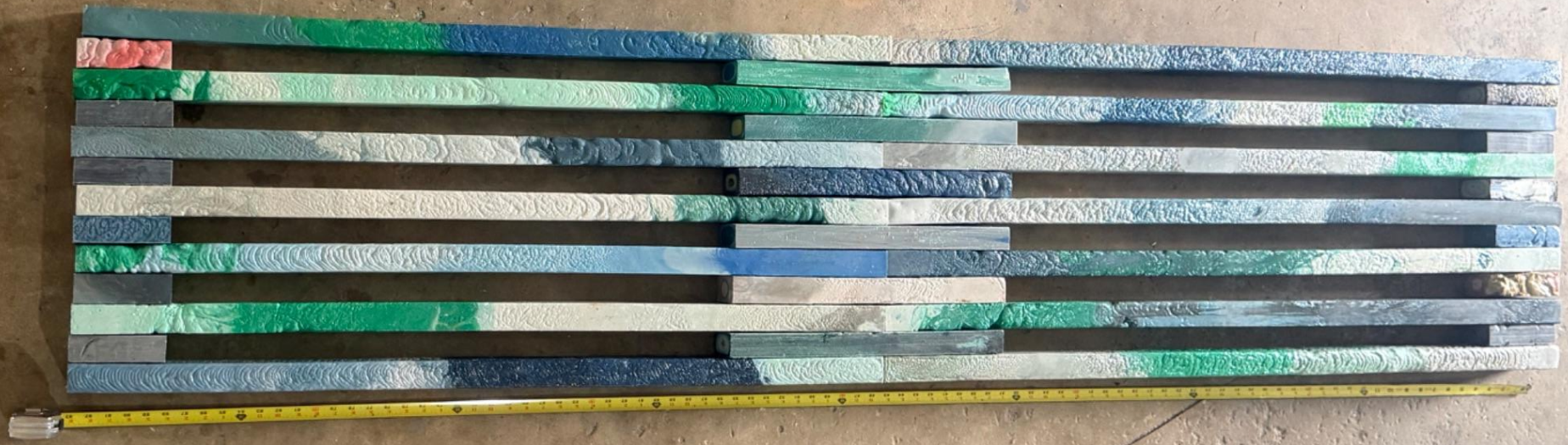
More than a collection point, the Plastic Fishing Station serves as a reminder that small actions, multiplied by many people, can create meaningful change.

Made to order. Colors can be picked depending on availability.

Dimensions:
120 inches tall × 40 inches wide
Materials:
100% Recycled Ocean Plastic & Aluminum (plaque)

PLASTIC FISHERMAN Lady Green


PLASTIC FISHERMAN
EXIT



PLASTIC FISHERMAN WORKSHOP


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Town of Surfside
Regular Town Commission Meeting
September 3, 2026

DISCUSSION ITEM MEMORANDUM

Agenda #: 9D.
Date: September 3, 2026
From: Commissioner Gerardo Vildostegui
Subject: Protection of Specimen Trees on Town Property and Rights-of-Way

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Suggested Action: – For the Commission to discuss the following questions/topics:

1. Potential steps to identify, and then to protect, significant, mature trees on Town property, including the rights-of-way between single-family houses and the street.

2. What is the ideal organizational structure that would allow Town staff to identify and to protect these trees? Should this responsibility belong to Parks & Rec Department (as it does in Miami-Dade County and in many other municipalities), or to Public Works?

Background/Analysis: – At our Commission retreat on July 20, Vice Mayor Benmergui expressed interest in increasing the number of shade-providing trees in Town, as a way to promote walkability. Expanding the Town's tree canopy has many other advantages as well, both aesthetic and environmental.

I am proposing that, as a first step, we identify significant trees on Town-owned property and take steps to protect them. The Commission should also discuss the Town's organizational structure, to determine which department is best suited to this task. (In Miami-Dade County's organizational structure, for example, this responsibility belongs to a Department called "Parks, Recreation AND OPEN SPACES" (emphasis added).

Fiscal Impact: – none


FROUDE
8821



Town of Surfside
Regular Town Commission Meeting
September 3, 2026

DISCUSSION ITEM MEMORANDUM

Agenda #: 9E.
Date: September 3, 2026
From: Commissioner Andrea Travani
Subject: Master Plan Update

Suggested Action: – Both firms are capable of successfully completing this assignment, and either proposal would result in an updated Master Plan for the Town. However, after evaluating scope, schedule, implementation strategy, and cost, I find Corradino's proposal to be the stronger overall value and the one most closely aligned with the Commission's objectives.

Town Administration recommends that the Commission authorizes the Town Manager to negotiate and execute a Professional Services Agreement with Corradino Group, in partnership with Valle Valle, LLC, in an amount not to exceed $195,000 for completion of the Surfside Master Plan Update.

Background/Analysis: – The Town received two proposals to update Surfside's Master Plan: one from Corradino Group, in partnership with Valle Valle, LLC, and one from Plusurbia Design. I have reviewed both proposals to determine which best aligns with the Commission's priorities of developing an actionable Master Plan, engaging the community, and positioning the Town to begin implementation as quickly as possible.

While both firms are well-qualified and propose comprehensive planning processes, I recommend the Commission authorize the Town Manager to negotiate and execute an agreement with Corradino Group for an amount of $195,000.

Schedule and Implementation
Corradino proposes completing the Master Plan update within six months, while Plusurbia proposes an eight-month schedule. Based on experience with projects of this nature, either schedule could extend due to the normal public meeting, stakeholder engagement, and Commission review process. Even accounting for those realities, Corradino's more compressed schedule positions the Town to complete the planning effort sooner.

More importantly, Corradino incorporates implementation into the planning process itself through an Early Action Program and a 100-Day Action Plan. Rather than waiting until the Master Plan is complete, the consultant will identify and initiate achievable projects during the engagement. This approach allows the Town to demonstrate measurable progress while the

broader planning effort continues and aligns well with the Commission's desire to move from planning to implementation.

Cost

The proposed costs are as follows:

Corradino Group: $195,000
Plusurbia Design: $201,629
Plusurbia Design with optional Branding Package: $224,062

Corradino's proposal is approximately $6,600 less than Plusurbia's base proposal and approximately $29,000 less than Plusurbia's proposal if the optional branding package is included.

Scope of Services

Both proposals provide the core elements necessary for a successful Master Plan update, including:

- Review of the existing Master Plan and previous planning efforts.
- Evaluation of existing conditions.
- Community outreach and stakeholder engagement.
- Vision refinement addressing mobility, commercial districts, parks, and public spaces.
- An implementation strategy with prioritized recommendations.

Corradino's proposal expands on these core services by including:

- A detailed mobility and parking assessment.
- Discussion of Form-Based Code opportunities within current statutory limitations.
- Gateway, placemaking, and identity concepts.
- Coordination of early implementation projects through a structured 100-Day Action Plan.
- Monthly deliverables that provide regular Commission checkpoints and opportunities for direction throughout the project.

Plusurbia also presents a thoughtful planning approach and includes an optional branding and identity package that could provide value to the Town. However, because that work is outside the core Master Plan scope, it can be considered separately should the Commission determine that a comprehensive branding initiative is warranted in the future.

Fiscal Impact: – $195,000

August 4, 2026

Mario Diaz, Town Manager
Stephen J. Helfman, Esq., Town Attorney
Town of Surfside
9293 Harding Avenue
Surfside, FL 33154

Re: Town of Surfside Master Plan and Implementation Strategy Update

Dear Mr. Diaz and Mr. Helfman:

The Town of Surfside (the "Town") has requested a proposal from Corradino to review the Town's 2007 Charrette Report, which developed a Master Plan with certain goals, objectives, and projects for the future development of the Town. Corradino has partnered with Valle Valle, LLC on this effort and submits the following Scope of Services for the Town's review and consideration.

Consultant Services

The Consultant can provide professional planning, urban design, architecture, mobility, public engagement, economic development, placemaking, and implementation services to assist the Town of Surfside in updating the community vision established through the November 2006 Community Charrette and documented in the April 12, 2007 Charrette Report.

The Consultant shall lead a six-month, community-driven planning process that evaluates the recommendations contained within the Charrette Report, assesses current conditions, identifies emerging opportunities and challenges, and prepares an Updated Master Plan and Implementation Strategy that guides public and private investment over the next five years and beyond. The cost for the proposed services is $195,000.00.

A distinguishing feature of this engagement shall be the Consultant's responsibility to identify and initiate implementation projects during the planning process. Rather than waiting until completion of the Master Plan, the Consultant shall prepare an Early Action Program and 100-Day Action Plan during the initial phase of the project. This effort shall identify highly visible, achievable projects that can be implemented immediately, allowing the Town to demonstrate progress, build community momentum, and test improvements while the broader planning process continues.

The Consultant shall provide services organized around the five primary issue areas identified in the Executive Summary of the 2007 Charrette Report:

1. Traffic
2. Main Street Commercial and Tourism District
3. Parks and Recreation
4. Architecture and Form-Based Codes
5. Landscape Regulations

In addition, the Consultant shall address several civic and placemaking priorities identified by the Town, including the future of Town Hall, gateway features, monumental signage, public art, architectural follies, beach access improvements, ocean-view corridors, and community branding initiatives.

Planning and Visioning Services
The Consultant shall review and evaluate the 2007 Charrette Report, document completed and uncompleted recommendations, assess current conditions, and prepare an Updated Community Vision and Master Plan for the entire Town of Surfside.

The Consultant shall provide:

- Existing conditions analysis.
- Land use and zoning assessment.
- Urban design and public realm evaluation.
- Mobility and parking assessment.
- Community branding and identity assessment.

Public Engagement Services
The Consultant shall design and facilitate a comprehensive public engagement program that includes:

- Community workshops.
- Public meetings.
- Focus groups and stakeholder interviews.
- Online engagement tools.
- Surveys and polling.
- Presentations to Town boards and elected officials.

The Consultant shall utilize the public engagement process to validate community priorities, build consensus, and guide implementation recommendations.

Early Action Program and 100-Day Implementation Services
Within the first phase of the engagement, the Consultant shall prepare and present an Early Action Program that identifies projects to be initiated and implemented during the planning process.

The Consultant shall provide:
- Identification of quick-win projects.
- Preliminary implementation strategies.
- Conceptual sketches and graphics.
- Cost estimates.
- Funding recommendations.
- Implementation schedules.
- Coordination assistance to prioritize areas of focus for project initiation, based on input from the workshops.

Potential early implementation projects may include gateway enhancements, wayfinding improvements, tactical urbanism projects, beach access enhancements, traffic calming pilots, public art initiatives, beautification projects, branding elements, and temporary placemaking installations.

Mobility, Traffic, and Parking Services
The Consultant shall review the existing Mobility, Parking, and Neighborhood Traffic Management Strategy.

Services shall include:

- Shared parking opportunities.
- Structured parking feasibility.
- Cut-through traffic assessment.
- Traffic calming alternatives.
- Analysis of roadway closure and limited-access alternatives.

Main Street Commercial and Tourism District Services
The Consultant shall prepare a streetscape concept with Design Guidelines for Harding Avenue and the Town's commercial districts. Special attention shall be given to the northern commercial district adjacent to Bal Harbour, with the goal of strengthening its position as a unique retail destination.

Parks, Recreation, Beach Access, and Public Space Services
The Consultant shall evaluate the Town's parks, recreational facilities, beach access points, ocean-view corridors, and public spaces.

Services shall include:

- Evaluation of the seven beach access corridors.
- Evaluation of the nine public view corridors.
- Assessment of beach-side and bay-side pocket parks.
- Evaluation of Veteran's Park, Dog Park, Indian Creek Park and Garden, Tot Lot Park, and 96th Street Park.
- Beachwalk enhancement recommendations.
- Recreation and programming opportunities.
- Public space activation strategies.

Form-Based Code and Development Standards Services
The 2007 Charrette Report, Item 2.6 Form-Based Codes, references an intent to develop a Form-Based Code and related Land Development Regulations. The Consultant has reviewed this recommendation and can discuss this further, taking into consideration the constraints under SB180, and its related pre-emptions.

Landscape, Public Realm, and Resiliency Services
The Consultant shall evaluate existing landscape regulations and prepare recommendations regarding:
- Gateway landscapes.
- Tree canopy enhancement.
- Shade and comfort strategies.

Branding, Gateway, and Placemaking Services
The Consultant shall prepare a comprehensive Town Identity and Placemaking Strategy.
Services shall include:
- Northern and southern gateway concepts.
- Monumental signage concepts.
- Signature landmark features.

- Public art and architectural follies.
- Wayfinding systems.
- Beach access gateways.
- Streetscape enhancements.
- Branding and identity recommendations.
- Community placemaking initiatives.

Implementation and Funding Services
The Consultant shall prepare a phased implementation program organized around three implementation horizons:

- **Early Action Program (0–100 Days)** – Projects initiated during the planning process.
- **Near-Term Program (0–2 Years)** – Projects capable of being designed, funded, and substantially implemented within two years.
- **Long-Term Program (2–5 Years)** – Major capital projects, redevelopment initiatives, civic facility investments, and public realm improvements.

The final Master Plan shall provide the Town with a clear and actionable roadmap for strengthening Surfside's identity, improving mobility and connectivity, enhancing parks and public spaces, identifying opportunities for modernizing civic facilities, addressing neighborhood traffic concerns, revitalizing commercial districts, and guiding future public and private investment.

This structure creates a clear progression from **listening to action, validation, refinement, public review, and, ultimately, adoption and implementation**. It also reinforces the Town's desire to begin implementation immediately through the 100-Day Action Plan.

Project Schedule and Work Program
The Consultant shall complete the Master Plan Update over a six (6) month period. The work program shall be organized into six phases that integrate public engagement, planning, urban design, conceptual architecture, implementation, and community feedback.

Phase 1 – Project Initiation, Council Alignment, Listening Framework, and Early Action Program (Month 1)
The Consultant shall initiate the project through coordination with Town staff, elected officials, boards, and key stakeholders to establish project objectives, confirm expectations, and align the planning process with community priorities.

Tasks shall include:

- Project kickoff meeting.
- Review of the 2007 Charrette Report and related planning documents.
- Meetings with Town Council and Town administration.
- Development of the public engagement and communications strategy.
- Establishment of the community listening framework.
- Identification of major planning issues, opportunities, and priorities.
- Preparation of the preliminary 100-Day Action Plan.
- Identification of quick-win implementation projects.
- Preliminary cost estimates and implementation responsibilities.

Deliverable: Project Work Plan, Public Engagement Strategy, and Preliminary 100-Day Action Plan.

Phase 2 – Community Listening and Discovery (Month 2)
The Consultant shall conduct a comprehensive listening phase designed to gather input from residents, businesses, property owners, civic organizations, visitors, and other stakeholders.

Tasks shall include:

- Community workshops.
- Stakeholder interviews.
- Focus groups.
- Online surveys and engagement tools.

The listening process shall focus on understanding community values, concerns, aspirations, and perceptions regarding the Town's future.

Deliverable: Community Listening Summary Report.

Phase 3 – Validation and Issue Framing (Month 3)
The Consultant shall synthesize public input and technical findings to validate key themes and establish the planning framework for the Master Plan.

Tasks shall include:

- Existing conditions analysis.
- Evaluation of community feedback.
- Validation of planning priorities.
- Identification of opportunities and constraints.
- Refinement of planning goals.
- Issue framing and scenario development.
- Confirmation of implementation priorities.

Particular emphasis shall be placed on the five issue areas identified in the 2007 Charrette Report:

- Traffic.
- Main Street Commercial and Tourism District.
- Parks and Recreation.
- Form-Based Codes discussion.
    - *Note: Implementation of a Form-Based Code is not feasible under the constraints and pre-emptions of SB180. However, the Consultant may guide a conversation to define what Form-Based Codes are, how they impact the surrounding community, and the opportunities that may arise from this style of Code drafting and implementation.*
- Landscape Conceptual Designs.

Deliverable: Existing Conditions and Issues Assessment Report.

Phase 4 – Master Plan Development and Evaluation of the Early Action Program (Month 4)

The Consultant shall prepare preliminary Master Plan recommendations and evaluate progress made on implementation of the 100-Day Action Plan.

Tasks shall include:

- Development of conceptual planning and urban design recommendations.
- Mobility and parking strategies.
- Traffic management alternatives.
- Beach access and public space recommendations.
- Gateway and branding concepts.
- Evaluation of 100-Day Action Plan implementation progress.
- Refinement of implementation strategies.

Deliverable: Preliminary Master Plan Framework and 100-Day Action Plan Progress Report.

Phase 5 – Public Workshops and Virtual Engagement: "What Have We Learned?" (Month 5)
The Consultant shall present the preliminary Master Plan and the implementation strategies to the community for review and comment.

Tasks shall include:

- Public workshops.
- Virtual engagement sessions.
- Presentation of preliminary recommendations.
- Presentation of implementation progress.
- Collection of public feedback.
- Refinement of final recommendations.

The purpose of this phase is to confirm that the proposed Master Plan reflects community priorities and to provide opportunities for final adjustments.

Deliverable: Public Review Draft Master Plan.

Phase 6 – Final Master Plan and Implementation Roadmap (Month 6)
The Consultant shall prepare and present the Final Master Plan and Implementation Strategy.

Tasks shall include:

- Incorporation of public comments.
- Finalization of Master Plan recommendations.
- Finalization of mobility and traffic recommendations.
- Finalization of gateway, branding, and placemaking strategies.
- Finalization of implementation priorities.
- Presentation to Town Council and adoption hearings.

The final recommendations shall be organized around three implementation horizons:

- **100-Day Action Program**: Projects initiated during the planning process and completed or underway by project conclusion.
- **Two-Year Implementation Program**: Projects capable of being designed, funded, and substantially implemented within two years.
- **Long-Term Implementation Program (2–5 Years)**: Major capital projects, redevelopment initiatives, civic facility investments, and public realm improvements.

Deliverable: Final Master Plan and Implementation Roadmap.

Total Project Cost: $195,000

Other Services that may be accomplished under a separate work order may include:

- **Economic Development Analysis**, which may include market redevelopment opportunity analysis, retail and hospitality recommendations, mixed-use development strategies, and business attraction and economic development strategies.
- **Resiliency and Sustainability Evaluation**
- **Transportation Master Plan Update**
- **Civic Center and Architectural Design Services**, including conceptual urban design and architectural plans, such as building massing studies, renderings, and visualizations.
- **Main Street Commercial and Tourism District** Services, including conceptual urban design plans.
- **Form-Based Code and Development Standards Services**
- **Landscape Regulations**, including evaluating existing regulations and preparing recommendations to expand upon gateway landscapes, tree canopy enhancements, and shade and comfort strategies; and Landscape, Public Realm, and Resiliency Services, including streetscape design, landscape standards, coastal landscape improvements, and public realm enhancements.
- **2–5 Year Plans**: prepare for future projects, which may include Capital Improvement Program recommendations, funding and grant strategies, General Obligation Bond support documentation, planning-level cost estimates, a project prioritization matrix, implementation schedules, and phasing recommendations.

Corradino looks forward to the opportunity to continue serving the Town of Surfside as a trusted planning partner and proactive extension of Town staff. Thank you for your consideration.

Sincerely,

Michelle M. Lopez
Technical Vice President | Planning Division Manager
Corradino

plusurbia.

Mario A. Diaz, MPA, ICMA-DM (c)
Acting Town Manager | Town of Surfside (The Client)
9293 Harding Avenue , Surfside FL 33154
305.861.4863 ext. 225 | mdiaz@townofsurfsidefl.gov

Re: Surfside Master Plan Update
Proposal Date: July 29, 2026

Good afternoon, Mario,

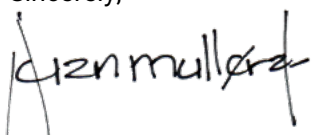
Thank you for the opportunity to submit this proposal to assist the Town of Surfside in updating the vision of its 2006 Master Plan. Surfside is a vibrant coastal community distinguished by its walkable neighborhoods, beautiful beaches, thriving Harding Avenue business district, and strong sense of community. Over the past two decades, Surfside has continued to evolve. Changing community priorities, resiliency challenges, mobility trends, and development patterns make this an ideal time to refresh the Town's vision and ensure the Master Plan continues to guide its future.

Our approach builds upon the strong foundation established by the 2006 Master Plan while engaging residents, businesses, and Town leadership to define a renewed vision for Surfside's future. In addition to updating the long-term vision, we will identify practical, high-impact projects and priorities that can be implemented over the next one to two years, providing the Town with a clear and actionable roadmap toward achieving its goals.

We appreciate your consideration and look forward to the opportunity to partner with the Town of Surfside in shaping its next chapter.

Please do not hesitate to contact us with any questions or if additional information is needed. We appreciate the opportunity to work with the Town of Surfside and your team.

Sincerely,



JUAN MULLERAT
PRINCIPAL
PLUSURBIA **DESIGN**

A. PROJECT BACKGROUND & PURPOSE:

The Town of Surfside is a unique and vibrant coastal community known for its walkable neighborhoods, beautiful beaches, active civic life, and strong sense of community. Located between the Atlantic Ocean and Biscayne Bay, Surfside has successfully maintained its small-town character while benefiting from its proximity to one of South Florida's most dynamic metropolitan areas. The Town's attractive residential neighborhoods, thriving business district along Harding Avenue, high-quality public spaces, and commitment to resilience and quality of life have made Surfside one of Miami-Dade County's most desirable communities.

The Town's Master Plan, prepared in 2006, established a long-term vision for Surfside and provided a comprehensive framework for the community's future. Since then, Surfside has experienced significant changes, including evolving community priorities, new resiliency challenges, changing development trends, advances in mobility, and the need to continue strengthening its public spaces and local economy.

Updating the Master Plan vision provides an opportunity to reaffirm Surfside's unique identity while responding to today's opportunities and challenges. The process will establish a renewed long-term vision for the Town and identify practical, high-impact projects and priorities that may include streetscape enhancements, mobility and connectivity improvements, beautification initiatives, public space enhancements, and other implementation strategies that can be accomplished over the next one to two years, creating a clear path toward achieving the community's long-term vision.

B. TASKS & DELIVERABLES:

Task 1: Background Analysis & Public Outreach

The first phase will focus on developing a base for the updates of the 2006 Master Plan by understanding current conditions, evaluating progress since the original plan, and engaging the community to identify priorities for Surfside's future. This phase is organized into two tasks.

1.1: Existing Conditions & Document Review

The project will begin with a comprehensive review of the 2006 Master Plan and other relevant planning documents, studies, policies, and initiatives completed since its adoption.

The existing conditions review will provide a concise snapshot of the community today, focusing on topics that influence the Town's future, including land use, public spaces, mobility, resiliency, economic vitality, community character, and quality of life.

The team will evaluate how the Town has evolved over the past two decades, identify recommendations that have been implemented, and assess emerging opportunities and challenges. The findings will establish the foundation for the public engagement process and help frame discussion topics for residents, businesses, and Town leadership.

Deliverable:

- *Review of the 2006 Master Plan and relevant planning documents summary*
- *Existing Conditions Summary*
- *Opportunities and Challenges Assessment*

1.2: Public Outreach

Public engagement will play a central role in updating Surfside's vision. The goal is to gather meaningful input from residents, businesses, elected officials, and community stakeholders regarding the Town's strengths, emerging priorities, and aspirations for the future.

To maximize participation and transparency, the project will include a combination of digital and in-person engagement tools.

Project Website. A dedicated project website will serve as the primary source of project information throughout the planning process. The website will provide project updates, meeting announcements, presentation materials, project documents, and opportunities for public participation.

Online Community Survey. One online survey will be developed to gather community input on priorities, strengths, challenges, and ideas for the future of Surfside. Survey results will be summarized and incorporated into the updated vision.

Community Workshop. The team will facilitate **one (1) public workshop** designed to present findings from the background analysis, discuss community priorities, and collaboratively refine the Town's vision. This workshop will encourage dialogue through facilitated discussions, interactive mapping exercises, and prioritization activities.

Feedback collected through the website, survey, and workshop will be synthesized into a Public Engagement Summary that directly informs the updated vision framework.

Deliverable:

- *Project Website*
- *Online Community Survey*
- *One (1) Public Workshop*
- *Public Engagement Summary*

Task 2 – Master Plan Vision Update

Building upon the background analysis and community engagement process, the team will prepare a high-level update to the 2006 Master Plan that reflects current community priorities, Town goals, and emerging opportunities. The updated vision will reaffirm Surfside's unique identity while establishing a concise framework to guide future decision-making, public investments, and the implementation of short- mid- and long-term priority projects.

The updated Master Plan will establish priorities and recommendations for key community topics, including traffic and mobility, the enhancement of the Harding Avenue commercial district, community facilities, civic amenities, parks and open spaces, and other initiatives that support Surfside's long-term vision.

Deliverable:

- *Master Plan Vision Update Report*

Task 3 – Short-Term Action Plan

Building upon the updated vision, the third phase will develop a series of practical, implementable recommendations that can realistically be accomplished within the next one to two years.

This task is intended to identify high-impact projects, policy initiatives, and public realm improvements that can be initiated quickly to demonstrate progress toward the updated vision.

Each recommendation will include a brief description, anticipated benefits, implementation considerations, potential partners, approximate timeframe, and priority level.

Deliverables

- *Short-Term Action Plan*
- *Implementation Matrix*
- *Executive Summary*

Project Management

The project team will provide overall project management, including monthly progress meetings with Town staff to review project status, discuss key findings, and coordinate upcoming activities. A comprehensive quality assurance/quality control (QA/QC) process will be conducted for all deliverables to ensure accuracy, consistency, and a high standard of quality. At the conclusion of the project, the team will prepare presentation materials and present the final recommendations at one (1) public meeting.

Task 4: Branding & Identity Strategy (Optional)

One short-term action discussed that has the potential to create an immediate and lasting positive impact is the development of an updated branding and identity package for the Town of Surfside. A refreshed brand can help reinforce the Town's unique character, strengthen community pride, and create a consistent visual identity across Town communications, public spaces, wayfinding, events, and marketing materials. It can also support economic development by enhancing the Town's image for residents, businesses, and visitors while complementing the updated vision established through the Master Plan process. The branding effort would build upon Surfside's existing identity and develop a cohesive set of graphic standards and messaging that reflects the community's values and aspirations.

Deliverable:

- *Town of Surfside Branding and Identity Package including:*
  - *i. Logo design update options (up to 3)*
  - *ii. A brand guide booklet: Color palette, typography, graphic elements*
  - *iii. Applications samples (up to 4)*

C. PROJECT TIMELINE:

TASK	DURATION
Task 1: Background Analysis & Public Outreach	
1.1 Existing Conditions & Document Review	1 month
1.2 Public Outreach	2 months
Task 2: Master Plan Vision Update	2.5 months
Task 3: Short-Term Action Plan	2.5 months
Total Estimated Duration: 8 months*	
Task 4: Branding & Identity Strategy (Optional)	*2 months*

* Timeline assumes timely client feedback and approvals. Delays in review, requested scope modifications, or additional revision rounds may extend the project schedule.

D. FEE SCHEDULE

TASK	FEE
Task 1: Background Analysis & Public Outreach	
1.1 Existing Conditions & Document Review	$29,680
1.2 Public Outreach	$42,718
Task 2: Master Plan Vision Update	$57,283
Task 3: Short-Term Action Plan	$58,648
Project Management	$13,300
TOTAL	**$201,629**
Task 4: Branding & Identity Strategy (Optional)	*$22,433*

The proposed fee is based on the estimated hours and resources required to complete the scope of work described in this proposal. Invoicing will occur monthly on an hourly basis.
Any additional services or work beyond the agreed scope will be billed separately if additional tasks are requested and approved.

Town of Surfside
Regular Town Commission Meeting
September 3, 2026

DISCUSSION ITEM MEMORANDUM

Agenda #: 9F.
Date: September 3, 2026
From: Andrea Travani, Commissioner
Subject: Sponsorship Request from Mentoring Miracles Career Day

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Suggested Action: – For Town Commission to review and provide direction on this item.

Background/Analysis: –

The Town is being asked to consider a sponsorship proposal submitted for an upcoming Career Day designed to provide local youth with meaningful educational and career-development opportunities.

The proposal requests that the Town of Surfside sponsor the Career Day by permitting the use of a school bus that serves the Surfside community to transport participating youth to Blue Origin's facility in Merritt Island, Florida.

Blue Origin's facility in Merritt Island is the company's closest facility to the Miami area and is approximately 3.5 hours away. The Career Day is scheduled for **September 21, 2026**, when Miami-Dade County Public Schools are not in session.

The visit would provide participating youth with exposure to careers and educational pathways in:

- Aerospace
- Engineering
- Science
- Technology

The experience is intended to introduce students to career opportunities that they may otherwise have limited access to and to encourage them to explore educational and professional pathways in STEM-related fields.

Sponsorship Request

The Town is being asked to support the Career Day by allowing the use of the school bus serving the Surfside community for transportation to and from the educational experience. If approved, the Town's participation would secure reliable transportation while demonstrating Surfside's commitment to supporting educational enrichment, career exploration, and opportunities for local youth.

Town staff recommends that the Commission consider the attached proposals and evaluate the potential benefits, costs, and liability considerations to the Town before determining whether to proceed with the requested sponsorship.

The Commission may wish to consider the followings:

- **Benefits to the Town:** Supporting educational and career-development opportunities for local youth, promoting STEM education, and demonstrating the Town's commitment to investing in the community and its youth.
- **Costs to the Town:** The estimated cost associated with providing the requested transportation ranges from **$2,307 to $2,773**, depending on the applicable transportation and operational expenses.
- **Chaperones and Supervision:** The sponsorship request does not identify who will serve as chaperones or who will be responsible for the supervision and safety of participating youth during transportation and throughout the Career Day. The number of chaperones, their responsibilities, and any applicable screening requirements should be established prior to the trip.
- **Screening and Background Checks:** Depending on the nature of their interaction with participating youth, bus drivers and other transportation personnel, as well as any individuals serving in a supervisory capacity, may need to satisfy applicable background screening or other requirements. These requirements should be confirmed before any transportation services are authorized.
- **Liability and Risk:** Potential liability associated with transporting youth, including transportation safety, supervision, insurance coverage, indemnification, and compliance with applicable laws, regulations, and Town policies.

As an alternative to the Town directly contracting for transportation services, the Commission may wish to consider providing an approved sponsorship contribution to the nonprofit organization organizing the Career Day. Under this alternative, the nonprofit organization would be responsible for contracting directly with the transportation provider and coordinating the transportation, supervision, chaperones, insurance, and other logistical requirements associated with the trip.

This approach would reduce the Town's direct involvement in the operation and administration of the transportation services and may reduce the Town's associated liability exposure. If the

Commission wishes to pursue this alternative, the sponsorship should be structured in consultation with the Town Attorney to establish appropriate documentation, insurance, indemnification, use-of-funds requirements, and other safeguards deemed necessary to protect the Town's interests, including the completion the Application by Not-For-Profit Organization for Financial or In-Kind Assistance.

Staff recommends that the Commission weigh the benefits, estimated costs, and potential liability exposure when comparing the attached proposals and provide direction regarding whether the proposed sponsorship is in the best interest of the Town.

Fiscal Impact: – Costs: $2,307 to $2,773

charterUP Quotes Reservations Support Build A Quote Carlos Malvarez

Surfside to Merritt Island • ID 1576204

Share Contact Support

Prices and availability may change until booked.
This quote will be active until Sep 18, 2026, 12:00 PM EDT.

CharterUP's Choice See why



RR Bus Service

4.5

$2,328

Continue



USA Motorcoach of Florida

4.7

$2,307

Continue



Travel Bus Miami

4.4

$2,625

Continue



Atlantic Bus Travel

$2,773

charterUP Quotes Reservations Support Build A Quote



Continue



GOGO Charters

4.9

$2,773

Continue

Booking Protection Guarantee

Vehicle Location Tracking

24/7 Live Support

Pre-Qualified Operators



1 Charter Bus | 40 Passengers | Round Trip

9301 Collins Ave
9301 Collins Ave, Surfside, FL
Pickup time: 09/21/26 - 07:00 AM

Blue Origin Rocket Factory
8082 Space Commerce Wy, Merritt Island, FL
Estimated arrival: 09/21/26 - 10:45 AM
Pickup time: 09/21/26 - 04:00 PM

9301 Collins Ave
9301 Collins Ave, Surfside, FL

Outlook

RE: New submission from Quote

From FloridaTours.com Sales <sales@floridatours.com>
Date Tue 8/18/2026 12:31 PM
To Rodolfo Perez <rperez@townofsurfsidefl.gov>; FloridaTours.com Sales <sales@floridatours.com>

1 attachment (369 KB)
FloridaTours.com - Prospective Client Checklist.pdf;

You don't often get email from sales@floridatours.com. Learn why this is important

[**NOTICE:** This message originated outside of the Town of Surfside -- **DO NOT CLICK** on **links** or open **attachments** unless you are sure the content is safe.]

FloridaTours.com
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09/21 - Town of Surfside Community Center 9301 Collins Avenue surfside Fl 33154 going to Blue Origin Rocket Factory - 8082 space commence Wy. Merritt island Florida 32953

- **[56] passenger motorcoach – 1-Day Merritt Island, $2300, per bus**
- **Rate does not include driver gratuity.**

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Town of Surfside
Regular Town Commission Meeting
September 3, 2026

DISCUSSION ITEM MEMORANDUM

Agenda #: 9G.
Date: September 3, 2026
From: Vice Mayor Dayana Benmergui
Subject: Installment of Temporary ADA Beach Mats

Suggested Action: – For Town Commission discussion.

Background/Analysis: –

Proposal of installments of temporary ADA-compliant beach access mats to improve accessibility to our beach for residents and visitors with mobility limitations. These temporary, portable ADA beach mats will be accessible and stored at the community center when not in use. Upon request, staff will roll out the mats to create an accessible pathway from the walking path area to the beach.

Staff is currently inquiring the possibilities with the U.S. Army Corps of Engineers (USACE).

Town of Surfside
Regular Town Commission Meeting
September 3, 2026

DISCUSSION ITEM MEMORANDUM

Agenda #: 9H.
Date: September 3, 2026
From: Vice Mayor Dayana Benmergui
Subject: Purchase of Smart Street Vacuum Machines

Suggested Action: – The Town Commission is requested to consider the proposed purchase of two smart street cleaning vacuum machines to enhance street cleaning operations, support the Town's commitment to elevating service delivery, and improve the cleanliness and appearance of the Town's public rights-of-way.

Background/Analysis: –
The Town is committed to elevating the level of service provided to the community and maintaining a clean, attractive, and well-kept Town. As part of this commitment, the Town Commission is being asked to consider the purchase of two smart street cleaning vacuum machines to enhance street cleaning operations.

The machines use sensor-guided navigation, advanced suction technology, and data-driven route management to efficiently remove debris, dust, and litter. They can be programmed for specific routes and schedules, allowing the Town to better address high-traffic areas, including Harding Avenue, while optimizing staff resources.

The proposed equipment would support more consistent street cleaning, improve operational efficiency, and contribute to the overall appearance of the Town.

BENEFITS

The proposed smart street vacuum machines are expected to provide the following benefits:

- Improve the overall cleanliness and appearance of Town streets and public rights-of-way.
- Provide more efficient removal of dust, litter, leaves, and other debris.
- Reduce reliance on manual labor for routine street cleaning activities.
- Improve cleaning capabilities in high-traffic areas such as Harding Avenue.
- Allow staff to establish and assign specific cleaning routes and schedules.
- Provide operational data to monitor cleaning activities and evaluate performance.
- Allow cleaning schedules to be adjusted based on traffic conditions, special events, and operational needs.

- Support the Town's efforts to modernize and improve public works operations.

CHALLENGES

- **Limited access in residential areas:** On-street parking is prevalent throughout the Town's residential neighborhoods, which may limit the machines' ability to effectively clean along curbs and other areas where debris typically accumulates. Unless parking restrictions or coordinated cleaning schedules are implemented, portions of residential streets may remain inaccessible to the equipment.
- **Potential need for parking coordination:** Maximizing the effectiveness of the machines in residential neighborhoods may require designated cleaning schedules, temporary parking restrictions, resident notification, or other operational measures, which could create inconvenience for residents and require additional enforcement and coordination.
- **Reduced effectiveness without clear access:** If vehicles remain parked along residential streets during scheduled cleaning, the Town may not realize the full cleaning benefit of the equipment in those areas, making the machines potentially more effective in commercial corridors and other locations with fewer access limitations.

Should the Town Commission approve the purchase, staff recommends authorizing the Town Manager or designee to proceed with procurement in accordance with the Town's purchasing policies and applicable procurement requirements, subject to the availability of appropriated funds.

Fiscal Impact: – **Approximately $50,000–$100,000 per machine**,

Town of Surfside
Regular Town Commission Meeting
September 3, 2026

DISCUSSION ITEM MEMORANDUM

Agenda #: 9I.
Date: September 3, 2026
From: Commissioner Andrea Travani
Subject: Micromobility Devices

Suggested Action: – For the Town Commission discussion and direction whether or not to request the Town Attorney to prepare an ordinance establishing training, requirement and penalties for failure to comply.

Background/Analysis: –
Pursuant to Town Attorney's memo (attached as exhibit "A"), the Town could establish a **Youth Micromobility Safety Certification Program** in accordance with F.S. 316 regarding the use of micromobility devices. This certification will provide youth and teens safety training on the operation of e-bikes, scooters, or other micromobility devices. The Town Attorney has advised that Surfside has the authority to provide such training.

Key components could include:

- **Training:** A 60–90 minutes course focusing on traffic laws, helmet use, pedestrian safety, intersections, school zones, and hands-on riding skills.
- **Providers:** Led by the Surfside Police Department in partnership with Parks & Recreation, with qualified safety instructors.
- **Frequency:** Quarterly initially, with additional sessions before the start of the school year and as demand requires.
- **Certification:** Participants who successfully complete the course receive a certification and potentially a decal identifying them as trained riders.
- **Regional Partnership:** Work with neighboring municipalities to develop a common training standard and mutually recognized certification.
- **School Commute Exception:** Explore whether neighboring municipalities that prohibit micromobility could establish a limited exception allowing certified students to ride to and from school during designated hours and along approved routes as long as they abide by the rules, rather than eliminating their general prohibition.
- **Pilot Program:** Consider implementing the initiative for one year and evaluating participation, safety, compliance, and enforcement before making it permanent.

Key Benefits:

- **Improves safety through education.** A structured program would give young riders clear guidance on safe, lawful, and responsible riding practices.
- **Offers a practical alternative to an outright ban.** Rather than eliminating this transportation option, the Town can create reasonable safeguards that support responsible use.
- **Builds shared accountability.** The program would encourage students and parents to understand their responsibilities and make informed decisions together.
- **Expands transportation options for students.** For some families, e-bikes or similar devices may provide a convenient and reliable way for students to travel to and from school.
- **Supports regional consistency.** Coordinating with neighboring municipalities could encourage common expectations and make the rules easier for families to understand.
- **Provides an opportunity for proactive leadership.** A well-designed pilot program would allow the Town to address an emerging issue thoughtfully rather than reacting after concerns arise.

Implementation Considerations:

- **Administrative needs can be kept manageable.** Online training, standardized materials, parental acknowledgment, and partnerships with schools or local organizations could reduce staff time and cost.
- **Education reduces risk, even though it cannot eliminate it.** The goal is to improve rider awareness, judgment, and compliance—not to suggest that certification removes every possibility of an accident.
- **Clear communication can minimize confusion.** Simple written standards, consistent signage, and coordination with nearby communities would help families understand where and how the rules apply.
- **The Town can begin locally and expand over time.** Participation by neighboring municipalities would be beneficial, but the program can still provide value as a local initiative or pilot.

The goal would be to shift the approach from simply restricting youth and teens micromobility to educating, certifying, and providing a safe and controlled option for students traveling to and from school.

Overall, the program could provide a balanced approach between safety and mobility, particularly if implemented initially as a limited pilot program. The Town Attorney has confirmed that Surfside may require training as a condition of operating these devices within the Town.

Fiscal Impact: – The program may result in minimal to moderate fiscal impact, depending on whether training is conducted by existing Town staff or outside instructors and whether materials, certification, and outreach are required. Additional costs may include staff time (overtime), training materials, administrative support, and any equipment necessary to

conduct practical safety courses.

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HELFMAN COLE + BIERMAN

MEMORANDUM

To: Andrea Travani, Commissioner, Town of Surfside

From: Stephen J. Helfman & Alex Uribe, Town Attorneys

Date: August 21, 2026

RE: Mandatory Training for E-Bikes and Micro-Mobility Devices

You have asked for our advice on the Town's ability to mandate training for operators of e-bikes, motorized scooters and micro-mobility devices. The short answer is yes. Based upon the regulatory framework of Chapter 316 of the Florida Statutes and the permissive grant of authority to institute training for e-bikes and micro-mobility devices, the Town may require training.

Background

Chapter 316 of the Florida Statutes is the State Uniform Traffic Control. Under this Chapter, local governments are forbidden from adopting any regulations relating to vehicle traffic except where the legislature grants specific authority identified within the statute.

Sections 316.20655 and 316.2128, respectively govern e-bikes, and motorized scooters and micro-mobility devices. These sections provide that generally e-bikes, motorized scooters and micro-mobility devices have the same rights and responsibilities as standard bicycles with relation to the traffic laws. Like bicycles, e-bikes, motorized scooters and micro-mobility devices do not need to be registered with the department of motor vehicles, nor does the operator need to possess a driver's license.

Subsection (7) in both of these Sections state that local governments may provide minimum operator ages and require the carrying of government-issued photo identification for use of e-bikes, motorized scooters and micromobility devices. Subsection (8) states that local governments may provide training on e-bikes, motorized scooters and micro-mobility devices, and applicable traffic laws.

Because of the structure of Chapter 316 is to restrict local regulation except where specified, Subsection (8) of these Sections grant the Town the power to regulate e-bikes, motorized scooters and micro-mobility devices through training. Because the legislature's intent is to provide local authority to regulate these devices, the authorized training can be made mandatory as a condition to operate e-bikes, motorized scooters and micro-mobility devices within the Town.

Recommendation

The Town may pass an ordinance establishing the training and other requirements, including a penalty for failure to comply. The local government may also issue traffic citations for

violations of Chapter 316 to an operator of an e-bike, motorized scooter, or micro-mobility device to the same extent that it may to the rider of a bicycle (*See*, Sections 316.2065(19) and 316.008(2)).

cc: Shlomo Danzinger, Mayor
Dayana Benmergui, Vice Mayor
Gerardo Vildostegui, Commissioner
David Weingot, Commissioner
Sandra McCready, Acting Town Manager