



**Town of Surfside
Regular Town Commission Meeting
AGENDA**

Tuesday, August 9, 2022

7:00 PM

Commission Chambers - 9293 Harding Avenue
Surfside, FL 33154

Rule 7.05 Decorum. Any person making impertinent or slanderous remarks or who becomes boisterous while addressing the commission shall be barred from further appearance before the commission by the presiding officer, unless permission to continue or again address the commission is granted by the majority vote of the commission members present. No clapping, applauding, heckling or verbal outbursts in support or opposition to a speaker or his or her remarks shall be permitted. Signs or placards may be disallowed in the commission chamber by the presiding officer. Persons exiting the commission chambers shall do so quietly.

Rule 6.05 Agenda. The good and welfare portion of the agenda set for 8:15 p.m. shall be restricted to discussion on subjects not already specifically scheduled on the agenda for discussion and debate. In no event shall this portion of the agenda be allotted more than 45 minutes with each speaker to be given no more than three minutes, unless by vote of a majority of the members of the commission present, it is agreed to extend the time frames. Likewise, commission members shall be restricted to speaking three minutes each unless an extension is granted in the same manner as set forth in the prior sentence.

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. **Mayor and Commission Remarks** - Mayor Shlomo Danzinger
 - 1E. **Agenda and Order of Business** Additions, deletions and linkages
 - 1F. **Community Notes** - Mayor Shlomo Danzinger
 - 1G. **Presentation of the Police Department Civilian of the Year 2021** - Andrew Hyatt, Town Manager
 - 1G. **CTS Update** - Town Manager, Andrew Hyatt

2. **Quasi-Judicial Hearings**

- 2A. **8705 Carlyle Avenue Variance** - Andrew Hyatt, Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA; [APPROVING/DENYING] A VARIANCE APPLICATION FOR PROPERTY GENERALLY LOCATED AT 8705 CARLYLE AVENUE, SURFSIDE, FL, TO REDUCE: (A) SETBACKS FROM THE SEA WALL PURSUANT TO SECTION 90-48.3, (B) LOT STANDARDS PURSUANT TO SECTION 90-49, (C) SETBACKS PURSUANT TO SECTION 90-45(a)(5), AND (D) SETBACKS FROM THE INDIAN CREEK BULKHEAD LINE PURSUANT TO SECTION 90-60.3, ALL FROM THE TOWN'S CODE OF ORDINANCES; SUBJECT TO CONDITIONS; ADDRESSING VIOLATIONS OF CONDITIONS; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

[Variance Request for 8705 Carlyle.pdf](#)

[5B_8705 Carlyle Ave _2 Sty SF wUndrsty & Variance-R.pdf](#)

[Variance_Resolution_-_8705_Carlyle_Avenue_TA_v2.docx](#)

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. **Commission Meeting Minutes** - Sandra McCreedy, MMC, Town Clerk
[07-12-2022 Special Town Commission Meeting Minutes.pdf](#)
[07-12-2022 Town Commission Meeting Minutes.pdf](#)

- 3B. Committee and Boards Minutes** - Sandra McCreedy, MMC, Town Clerk
[05-02-2022 Tourist Board Meeting Minutes.pdf](#)
[05-16-2022 Parks and Recreation Committee Meeting Minutes.pdf](#)

- 3C. Approving a Project Agreement with Nova Consulting, Inc. to Provide Professional Design Services for the Collins Avenue Water Main Replacement Design Project. Authorizing the Expenditure of Funds in the Fiscal Year 2023 Budget** - Andrew Hyatt, Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING A PROJECT AGREEMENT WITH NOVA CONSULTING, INC. TO PROVIDE PROFESSIONAL DESIGN SERVICES FOR THE COLLINS AVENUE WATER MAIN REPLACEMENT DESIGN PROJECT PURSUANT TO THE CONTINUING SERVICES AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES; AUTHORIZING THE EXPENDITURE OF FUNDS IN THE FISCAL YEAR 2023 BUDGET; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

[Reso Approving a Project Agreement Nova Consulting for Design Services Collins Avenue Water Main Replacement Design Project.docx](#)
[CSA Project Agreement Nova Consulting Collins Water Main Design.DOCX](#)
[Nova Consulting Scope of Services Proposal Dated June 22 2022](#)

- 3D. FY 2022 Budget Amendment Resolution No. 8** - Andrew Hyatt, Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING BUDGET AMENDMENT NO. 8 FOR THE FISCAL YEAR 2022 BUDGET; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

[Resolution Approving Budget Amendment No. 8 for FY 2022.DOCX](#)
[FY2022 Budget Amendment No. 8.pdf](#)

- 3E. Disaster Cost Recovery Services Contract** - Andrew Hyatt, Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AN AGREEMENT WITH HAGERTY CONSULTING, INC. FOR STAND-BY DISASTER COST RECOVERY SERVICES, UTILIZING THE TERMS AND CONDITIONS OF THE MIAMI-DADE COUNTY CONTRACT COMPETITIVELY AWARDED PURSUANT TO RFP NO. 01488; FINDING THAT THE SERVICES ARE EXEMPT FROM COMPETITIVE BIDDING PURSUANT TO SECTION 3-13(3) OF THE TOWN CODE OF ORDINANCES; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

[Resolution Hagerty Agreement - Disaster Cost Recovery Services.docx](#)
[Exhibit A - Agreement with Hagerty - Disaster Cost Recovery Services.pdf](#)

- 3F. Employee Health Benefits Contract Renewal for FY 2023** - Andrew Hyatt, Town Manager

[Resolution Approving Employee Health Benefit Contracts and Other Insurance Benefits FY 22 23.DOC](#)
[Attachment A - renewal-town of surfside.pdf](#)

- 3G. School Resource Officer for School Year 2022/2023** - Andrew Hyatt, Town Manager
[Reso Approving MOU for School Resource Officer TAV2.DOCX](#)
[2022 School Resource Officer SRO MOU Bay Harbor Bal Harbour Surfside -7-29-22.docx](#)

4. Ordinances

Second Reading

- 4A1. Amendments to the Town Code to Allow Operation of Landscaping Equipment and Other Noise-Producing Mechanical Devices (such as Leaf Blowers) During Permitted Hours** - Mayor Shlomo Danzinger

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AMENDING THE TOWN OF SURFSIDE CODE OF ORDINANCES BY AMENDING SECTION 54-78(15) – “PROHIBITED NOISES” AND SECTION 66-7 - “DISPOSAL OF GRASS CUTTINGS AND HEDGE TRIMMINGS” TO ALLOW OPERATION OF LANDSCAPING EQUIPMENT AND OTHER NOISE-PRODUCING MECHANICAL DEVICES DURING PERMITTED HOURS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

[Ordinance Amending Sections 54-78\(15\) and 66-7 - Use of Landscape Equipment 2nd Reading](#)

First Reading

- 4B1 Beach Furniture Ordinance** - Vice Mayor Jeff Rose

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AMENDING ARTICLE II, “PUBLIC BEACHES,” OF CHAPTER 86, “WATERWAYS” OF THE TOWN’S CODE OF ORDINANCES RELATING TO BEACH FURNITURE AND PUBLIC BEACHES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

[Beach_Furniture_Ordinance_1st_reading_August_9__2022.docx](#)

[Beach_Chair_Operation_Allocation_Area_Diagram_-_revised_following_2nd_reading_-_Exhibit_A.pdf](#)

[Maximum_Beach_Furniture_Allocation_Chart_-_Revised_2nd_Reading_9-11-2020_-_Ehibit_B.pdf](#)

5. Resolutions and Proclamations

If the public wishes to speak on a matter on this section of the agenda, they must inform the Town Clerk by completing a speaker card and they will be recognized to speak prior to the approval of any resolution..

6. Good and Welfare

7. Town Manager and Town Attorney Reports

7A. August Town Manager's Report - Andrew Hyatt
[2022-09 August Town Manager's Report.pdf](#)

7B. August Town Attorney's Report - Lillian Arango, Town Attorney
[Town Attorney Report.DOCX](#)

8. Unfinished Business and New Business

9. Mayor, Commission and Staff Communications

10. Adjournment

Respectfully submitted,

Andrew Hayatt
Town Manager

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

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

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

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

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



MEMORANDUM

ITEM NO. 1G.

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

From: Andrew Hyatt, Town Manager

Date: August 9, 2022

Subject: **Presentation of the Police Department Civilian of the Year 2021**

The Surfside Police Department has selected Executive Assistant to the Chief Dina Goldstein as the Surfside Police Department's Civilian of the Year for 2021.

Dina began her career with the Town of Surfside in 2008 after graduating from the second Citizens Police Academy class as a resident. Dina has come full circle as she currently oversees and has coordinated the Citizen Police Academy program for 10 years. Dina is the only full-time civilian administrative person in the Police Department and successfully manages the many administrative functions within the Police Department. Her job responsibilities are numerous and critical to the overall operation of the Police Department. Dina tracks three budgets annually, single-handedly serves as the office manager for the Police Department, and is responsible for the ordering, purchasing, and billing for all items. Dina also administers the business parking permit program. She compiles the monthly, biannual, and annual crime and enforcement statistics as well as the monthly police bulletin, the Police Department's section of the Town Manager's monthly report, weekly updates and submits the Police Department material to the Gazette. In addition, Dina represents the Chief's Office at law enforcement and community events. In 2021, Dina was given the responsibility of managing and organizing the Police Department's training files. Her role is integral in keeping the training files up to date both electronically and in the employee files. This is an important aspect in order to efficiently complete employee evaluations. She eagerly accepted this challenge and completes it with ease. Dina took on the daunting task of reviewing and revising the ICS FEMA forms in reference to the Champlain Towers South Building Collapse on June 24, 2021. Dina worked closely with the consulting company hired by the Town to ensure the proper and pertinent information was submitted to FEMA. Due to her diligence, the forms were turned in ahead of time and the Surfside Police Department's ICS forms were used as an example for other police departments. Dina has and continues to work on many programs that enhance public safety and provide a more secure environment for citizens in Surfside. These programs include the Citizens Police Academy, the Summer Police Teen Summer Camp program and the annual Holiday Toy Giveaway Event. Due to the COVID 19 Pandemic, the toy event was revamped for the safety of the children, families and participating personnel. She hosts regularly scheduled on-site programs in Surfside such as community blood drives, Department of Highway Safety and Motor Vehicles mobile DMV, and biannual Shred-A-Thons

and DEA Prescription Drug Drop Off Days. Dina also works on the bicycle registration, dog identification and registration programs, and the annual Miami-Dade Chiefs of Police dinner. Dina's work ethic, kindheartedness, and dedication to the Town, her fellow employees, and residents of Surfside are unparalleled. She is well respected at the Police Department, Town Hall and in the community. Dina was selected by her peers to receive this prestigious award, a high honor.



MEMORANDUM

ITEM NO. 2A.

To: Honorable Mayor, Vice-Mayor and Members of the Town Commission
From: Andrew Hyatt, Town Manager
Date: August 9, 2022
Subject: **8705 Carlyle Avenue Variance**

Recommend approval of the Variance requests for 8705 Carlyle Drive.

Overview

A Variance request has been submitted to allow a non-conforming lot to be able to construct a new 2 story single family residence. The non-conforming lot is located at 8705 Carlyle Avenue in the H30A Zoning District. The lot is 50 feet wide and 112.5 feet deep with the south side of the lot adjacent to Biscayne Bay. The lot is 5,625 square feet (SF) in area. The H30A setbacks for the waterfront location are: front (20 feet); rear (20 feet); bayside (50 feet); and interior side (5 feet). The minimum lot size for H30A is 8,000 SF. For these reasons, an Unnecessary and Undue Hardship Variance request was submitted to allow this lot to be redeveloped.

Unnecessary and Undue Hardship Variance

The standards for review of an Unnecessary and Undue Hardship Variance are provided in **Section 90-36.1(8)** of the Town's Zoning Code. The Applicant has submitted a Variance Report describing the basis for the Variance Request. The Town Commission shall approve an Unnecessary and Undue Hardship Variance only if the Variance Applicant demonstrates by clear and convincing evidence that all of the following items are met and satisfied:

A. Special conditions and circumstances exist which are peculiar to the land, structure, or building involved, and which are not applicable to other lands, structures, or buildings in the same zoning district;

This is a unique lot with undersized area and a narrow width for a waterfront location.

B. The special conditions and circumstances do not result from the actions of the Applicant or

a prior owner of the property;

This is an older platted lot not a circumstance created by the prior or current owners.

C. Literal interpretation of the provisions of the zoning code deprives the Applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of the zoning code and results in unnecessary and undue hardship on the Applicant;

The literal interpretation would not allow use of the property.

D. The hardship has not been deliberately or knowingly created or suffered to establish a use or structure which is not otherwise consistent with the Town Comprehensive Plan or the Zoning Code;

This is a platted lot where full use of the property is restricted due to the wide differences between the front and rear (waterfront) frontages.

E. An Applicant's desire or ability to achieve greater financial return or maximum financial return from his property does not constitute hardship;

The Applicant is desirous of developing a residence with the floor area needed to serve the family and the literal use of the setback does not allow this to occur.

F. Granting the variance application conveys the same treatment to the Applicant as to the owner of other lands, buildings, or structures in the same zoning district;

The Applicant has submitted a detailed report on the requested variances supporting the reasonableness of the request.

G. The requested variance is the minimum variance that makes possible the reasonable use of the land, building, or structure; and

The variances requested are the minimum variances.

H. The requested variance is in harmony with the general intent and purpose of the town comprehensive plan and the zoning code, is not injurious to the neighborhood or otherwise detrimental to the public safety and welfare, is compatible with the neighborhood, and will not substantially diminish or impair property values within the neighborhood.

The variances are in harmony with the neighborhood and would not be adverse to the Comprehensive Plan and or Zoning Code.

[Variance Request for 8705 Carlyle.pdf](#)

[5B_8705 Carlyle Ave _2 Sty SF wUndrsty & Variance-R.pdf](#)

[Variance_Resolution_-_8705_Carlyle_Avenue_TA_v2.docx](#)

May 25, 2022

Mr. Walter Keller
Planning Director
Town of Surfside
8293 Harding Avenue
Surfside, Florida 33154

Dear Walter:

Please see the following in support of a variance for a property at 8705 Carlyle Avenue.

Variance Request before the Planning and Zoning Board and the Town Commission, Town of Surfside, Florida

Property: 8705 Carlyle Avenue, Surfside Florida
Normandy Beach 2nd Amended Plat
PB 16-44
Lot 4 Blk 29

Owner: Michael and Janette Vinciguerra

Zone: H30A

Lot size: 5625 SF (50 x 112.5)

Property description

The property is near the intersection of Carlyle Avenue and 88th Street and has frontage on Biscayne Bay. Its disposition as a lot in the town is unique. While it is on 88th Street facing Biscayne Bay and in the H30A district, it is kin with the standard interior lots in the H30B district, having the same dimensions and orientation as those typical interior lots.

The property and its geometry were created by the Normandy Beach 2nd Amended Plat in 1925 (see Figure A). The modern Surfside zoning code came decades later. As all zoning codes it could not and did not anticipate the irregularities of every unique parcel.

Currently, a house built in 1956 sits on the property. The house is setback 19 feet from the south (Biscayne Bay) property line (see Figure B).

It is these dimensions and orientation which do not permit development of this property to adhere to all the provisions of the zoning code. Applying certain provisions of the zoning code would create the most extreme hardship, rendering the site unbuildable.

Variance sought

Pursuant to Chapter 90 – Zoning, Sec. 90-36.1, the applicant seeks an unnecessary and undue hardship variance. The hardship is specific and profound and stems from three provisions in the code:

90-48. Modification of side and rear yard regulations

90-48.3 In the H30A district, no building shall be erected within 25 feet of the seawall on Point Lake nor within 50 feet of the sea wall on Biscayne Bay or on any lots in Blocks 26, 28 and 28A of the

Sec. 90-49. - Lot standards

Minimum lot area for H30A: 8000 SF.

Sec. 90-45 – Setbacks

Sec. 90-45(a)(5) Required Massing

Sec. 90-60. – Construction adjacent to bulkhead lines

Sec. 90-60.2. – Indian Creek bulkhead lines. No permit shall be issued for construction, repair, alteration, extension or replacement of any structure of any nature whatsoever other than a bulkhead, seawall or shore protection work as mentioned in the preceding section, or marine structure as mentioned in subsection 90-56, which shall be closer than 20 feet to the Indian Creek bulkhead line. Provided however, that a swimming pool may be constructed no closer than 15 feet to the Indian Creek bulkhead line.

90-60.3 All structures on Biscayne Bay and Point Lake shall be required to obtain a permit and meet the setbacks and general limitations established in subsection 90-60.2 of this section (Indian Creek bulkhead lines).

The Hardship

- The application of 90-48.3 renders the lot unbuildable because it requires that no building be erected with 50 feet of the bulkhead and the lot measures precisely 50 feet deep (see Figure C).
- The application of 90-49 renders the lot unbuildable because it does not meet the minimum lot area for the zone (see Figure D).
- The application of 90-45(a)(5) as to average side setback on second floors and second floor as a percentage of first floor severely constrict the second floor on what is already a very narrow first floor.
- The application of 90-60.2/.3 does not permit the erection of any structures closer than 20 feet to the bulkhead. Providing reasonable relief for 90-49, while adhering to 90-50.3 leaves little room for the site features enjoyed by others (see Figure E)

Relief

The relief the applicant seeks is specific and modest.

- Primarily, we request that Section 90-49 be relaxed so that the lot size of 5625 any house can be built on this structure. We feel the standards of review below are fully satisfied, given the facts.
- Secondly, we request that Section 90-48.3 be relaxed so that a reasonable house may be built on the property. Specifically, rather than totally relaxing the provision and allowing us to build to the primary side setback of 5 feet, we only seek to build to the current house's legal nonconforming setback of 19 feet. While the resulting narrow width (26 feet) creates a narrow, single-loaded floor plan, we feel it provides reasonable and livable floor plans, accommodating rooms, circulation and stairs within the narrow width.
- Thirdly, we request that 90-60.3 be relaxed so that reasonable utilization of the site is possible. As configured as a modest house 26 feet wide, following this provision would leave a 6-foot strip for pools, patios, etc., facing Biscayne Bay. We request that such site features be permitted to within 5 feet of the property line. This five-foot setback of these features is common to all lots not subject to 90-60.3.
- Fourth, we request that 90-45(a)(5) be relaxed so that the required average setbacks can be aggregated on one side (the south) as well as the 80% limit of the second floor. The house generally is sufficiently slender (26 feet) compared to the typical as-off-right house (40 feet)

that the intent of 90-45(a)(5) is met by other means, primarily the near quadrupling of the side yard setback on the south.

- Finally, a modest, four-foot deep balcony projects of the south façade. We request that this be permitted under a relaxation of 90-48.3 and 90-60.3. Also, the property line wall at the front, while only four feet tall, cannot be 50 % open as it is a retaining wall to support the raised yard.
- Below is a fill list of the specific features and the relief sought:

Item	Relief sought
Side setback of south elevation	50 feet to 19 feet
Balcony setback on south elevation	20 feet to 15 feet
Pool in side yard	20 feet to 5 feet
Pool deck in side yard	20 feet to 5 feet
Retaining wall in front yard	Solid 4-foot wall in lieu of 50% open
Average side setbacks	Additional 5 feet on each side to additional 14 feet on south side
Average front setback	10 foot front setback shifted to side yard

- Below is a summary of the main zoning data:

	Height	Lot Coverage	Front Setback	Side Setback	Rear Setback	Setback Modification	Minimum Lot Size
Required:	30'	40%	20'	5'	20'	50'	8000 SF
Provided:	30'	<40%	20'	5'	20'	19'	5625 SF

Satisfaction of standards of review

Sec. 90-36.1(8) provides eight specific standards of review (a – h) that an applicant must satisfy:

- a. Special conditions and circumstances exist which are peculiar to the land, structure, or building involved, and which are not applicable to other lands, structures, or buildings in the same zoning district;

This is a unique lot on 88th street, 50' x 112.5' oriented so that 50 feet is the distance from the seawall to the opposite property line. The code requires a 50-foot setback from seawalls.

- b. The special conditions and circumstances do not result from the actions of the applicant or a prior owner of the property;

These conditions were created by the original creation of the plat and the applied zoning code.

- c. Literal interpretation of the provisions of the zoning code deprives the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of the zoning code and results in unnecessary and undue hardship on the applicant;

Literal interpretation deprives the applicant of building any house at all, a right enjoyed by all other property owners. Specifically, applying either the minimum lot size required by Sec. 90-49 or the setback required under Sec. 90-48.3 would render the property unbuildable, thereby depriving this single family owner of the right to build a home like any other single family lot owner in Surfside.

- d. The hardship has not been deliberately or knowingly created or suffered to establish a use or structure which is not otherwise consistent with the town comprehensive plan or the zoning code;

The hardship has clearly not been deliberately created or suffered. The owner did not plat the land and thus did not create the nonconforming lot or the narrow width that would fall completely within the setback required under Sec. 90-48.3

- e. An applicant's desire or ability to achieve greater financial return or maximum financial return from his property does not constitute hardship;

The applicant does not seek greater or maximum financial return on his property, merely the erection of a house similar in size to all lots this size (H30B) and half the size of houses in its zoning district (H30A). To this end, the applicant is proposing a modest home that respects the 19-foot setback that currently exists on the property rather than seeking to reduce the setback to 5 feet as would be allowed on any other lot of the same size.

- f. Granting the variance application conveys the same treatment to the applicant as to the owner of other lands, buildings, or structures in the same zoning district;

Granting the variance conveys the same treatment as all owners in this district or any single-family district. It grants the owner a house. In fact, granting the variance provides for a house that is smaller and more concentrated on the lot than would otherwise be allowed for any other single-family home.

- g. The requested variance is the minimum variance that makes possible the reasonable use of the land, building, or structure; and

The requested variance seeks the minimum possible to make reasonable use of the property as a single-family house. It does not seek to go out to the five-foot side setback typical of other lots, but to respect the nineteen-foot setback of the existing house. This setback permits a single-loaded house of rooms and the corridors and stairs needed to access them. It seeks to place the recreational areas of the house in the area all other waterfront properties locate them

- h. The requested variance is in harmony with the general intent and purpose of the town comprehensive plan and the zoning code, is not injurious to the neighborhood or otherwise detrimental to the public safety and welfare, is compatible with the neighborhood, and will not substantially diminish or impair property values within the neighborhood.

The requested variance is in harmony with the comprehensive plan, is compatible with both the H30B zone it is proximate to and the H30A zone it is a part of, and is in no way injurious to the public safety or welfare.

We feel that the applicant has satisfied all these requirements, the application reflects modest relief from the provisions, and is compatible with neighboring waterfront homes in Surfside.

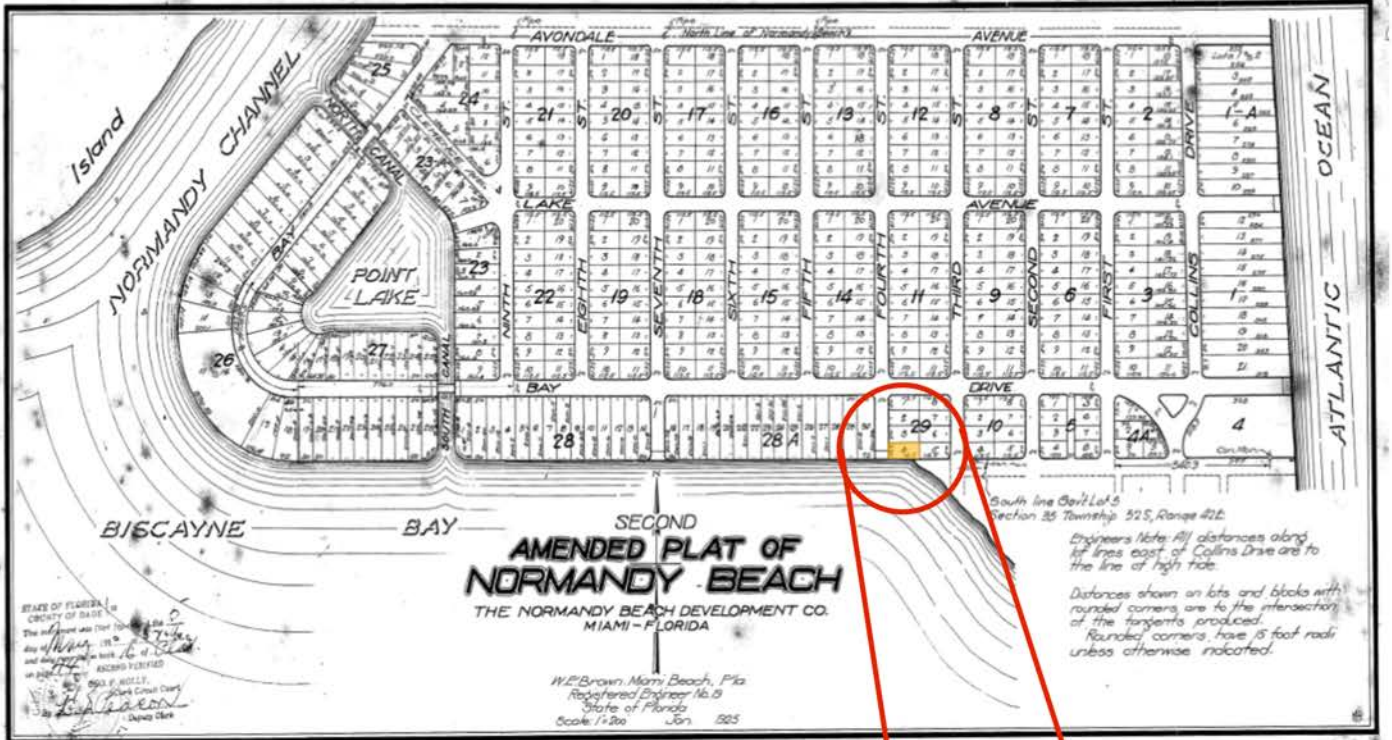
I respectfully ask that the variance be granted.

Sincerely,



BLOCK53 LLC
George Kousoulas NC

Figure A



Know All Men By These Presents... That the Normandy Beach Development Company, a corporation organized and existing under the laws of the State of Ohio, has caused to be made and hereby files the attached Second Amended plat of the property to be known as Normandy Beach, being a subdivision of that property situated in Dade County, Florida and more particularly described as follows, to wit: All that part of Government Lot Three (3), Sec. thirty-four (34), Township fifty-two (52) south, Range forty-two (42) east, which lies south of the north line of Government Lot Five (5), Sec. thirty-five (35) and township and range produced westerly to the waters of Biscayne Bay, also Government Lot Five (5), Sec. thirty-five (35), Township fifty-two (52) south, Range forty-two (42) east, that Seventh Street and Fourth Street

shown and indicated on this plat either by due process of law or otherwise.
In Witness Whereof, The Normandy Beach Development Company has caused its name to be affixed by its President and its corporate seal to be affixed hereto by its Secretary this 31st day of March, A.D. 1925.

THE NORMANDY BEACH DEVELOPMENT COMPANY
Executed in the presence of
Walter C. Quinn
Jenny Levy
Miss Rose Levy

described in and who executed the foregoing instrument and severally acknowledged the execution thereof to be their free act and deed as such officers, and that they affixed hereto their official seal of said corporation and the said instrument in the act and deed of said corporation.
Witness my hand and official seal of Miami, Dade County, Florida, the day and year above written.

Walter C. Quinn
Notary Public in and for the State of Florida
My Commission expires June 23, 1926

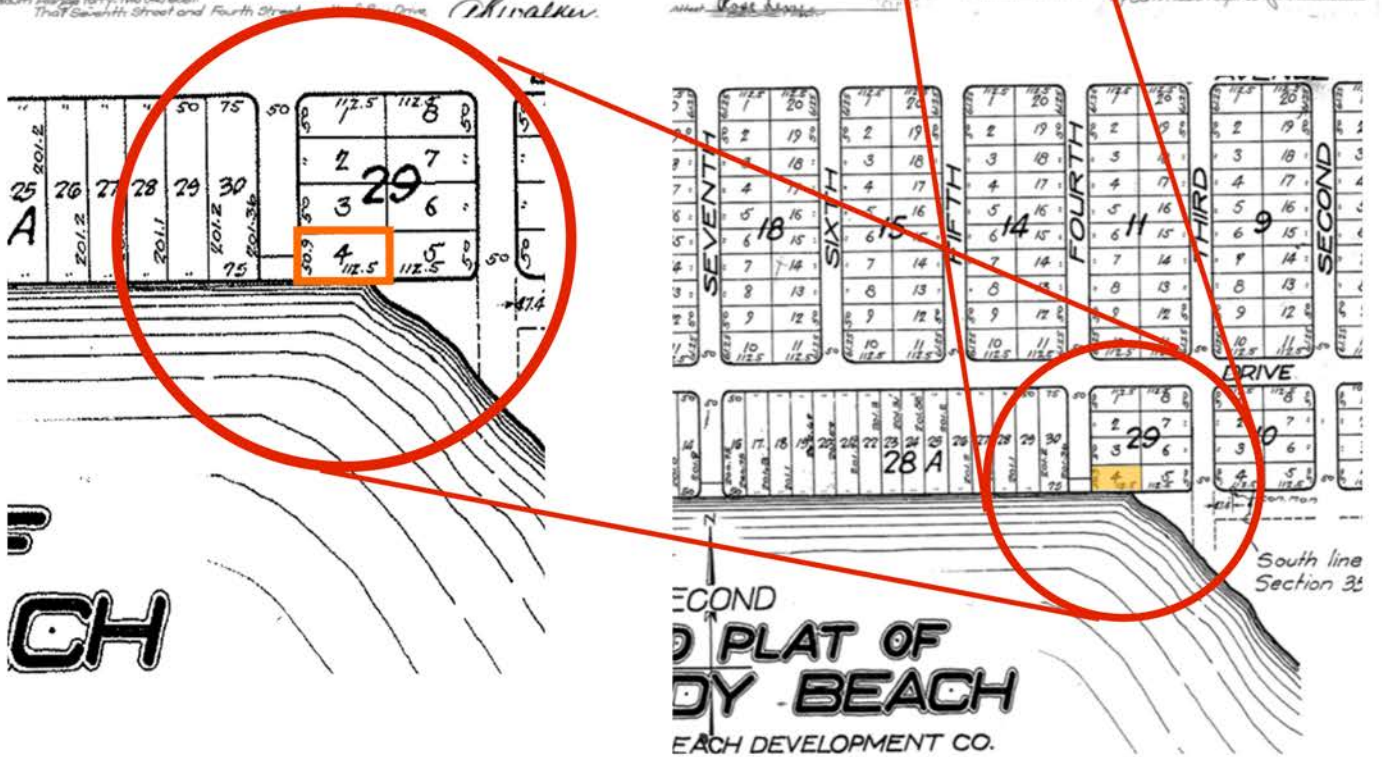


Exhibit C

Edge of Seawall

50 feet from Seawall

Property

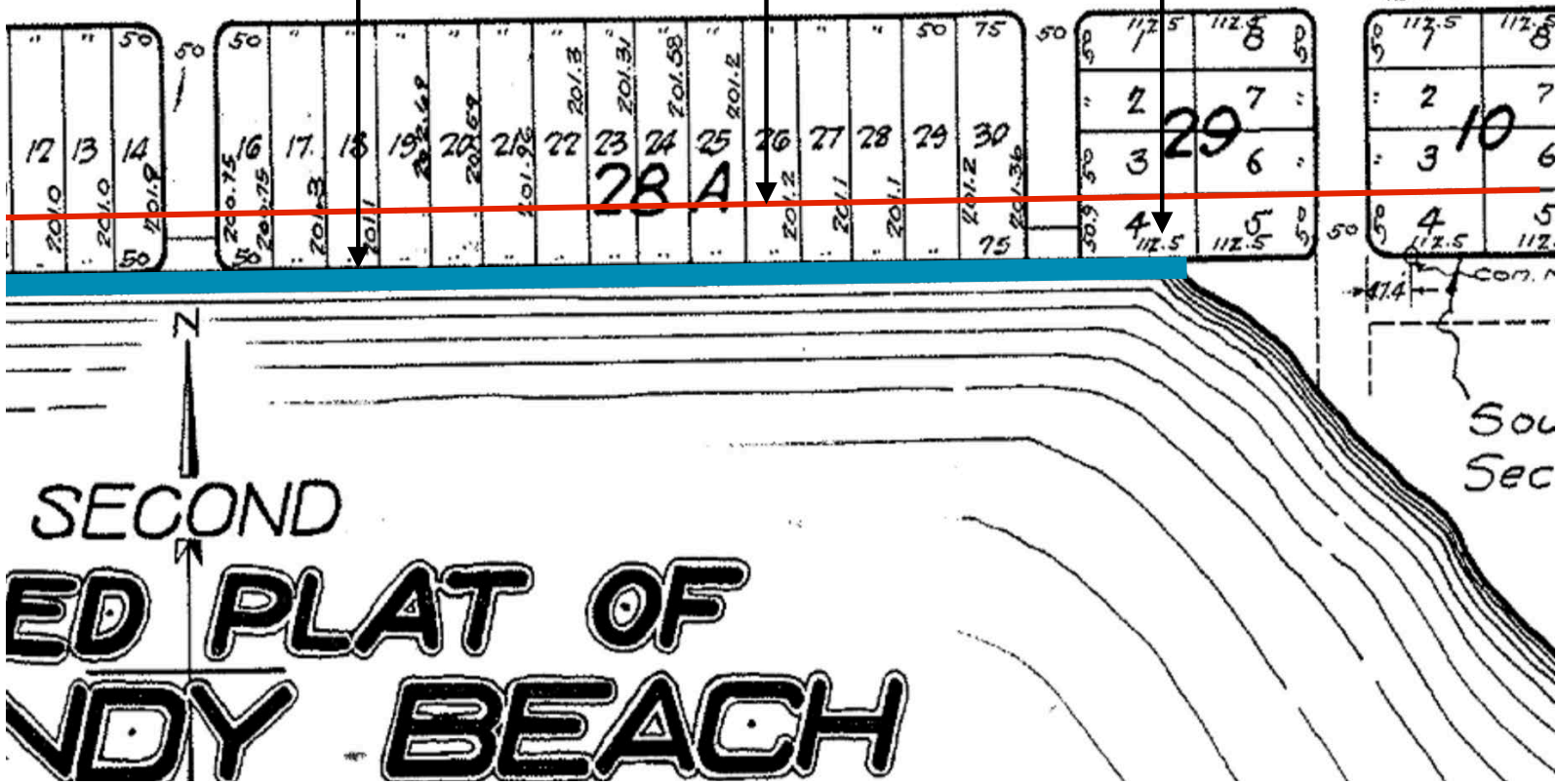


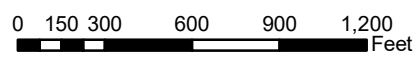


Figure D

Town of Surfside Zoning Map

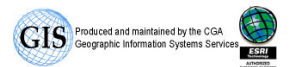


Legend	
City Boundary	Height Restriction 30ft (H30C)
Zoning Designation	Height Restriction 40ft (H40)
Community Facilities (CF)	Height Restriction 120ft (H120)
Height Restriction 30ft (H30A)	Special District - Height Restriction 40ft (SD-B40)
Height Restriction 30ft (H30B)	Municipal Use (MU)



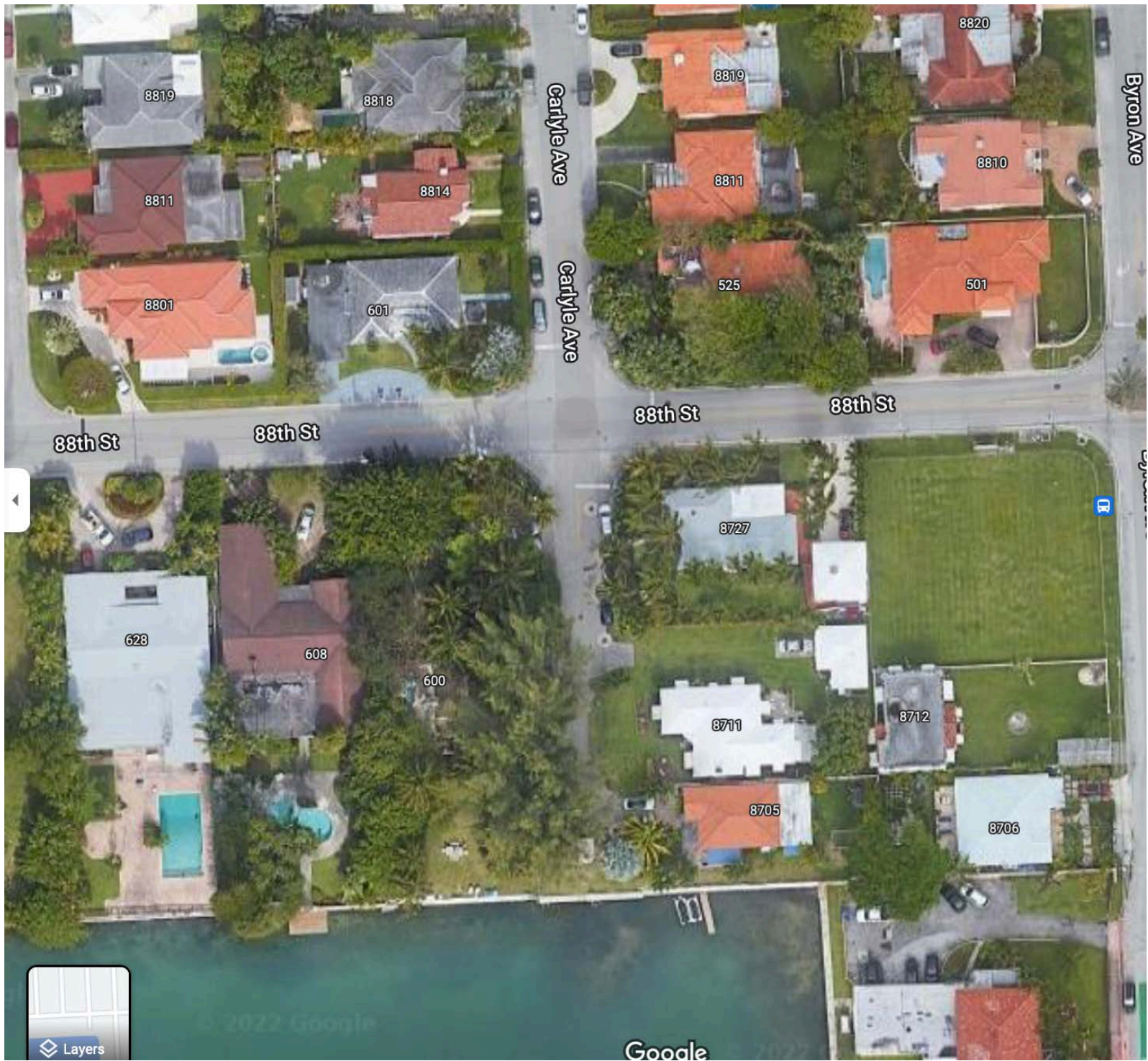
1 inch = 660 feet

Print Date : September 2018



Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS

Figure E



5B 8705 Carlyle Avenue – New 2 Story SF Residence w/Understory and Variance

This application is a request to demolish an existing SF house and construct a two-story single-family house w/understory on an interior non-conforming lot facing Biscayne Bay. The application includes a proposed concrete paver patio, a balcony, a paver concrete driveway, a sliding metal gate, and a seawall. The application also includes a water feature located in the front of the house, side spiral stairs to the roof, a roof deck, pool and a deck on the Biscayne Bay side yard. The average lot depth is 112.5 feet with a width of 50 feet. The site plan indicates the lot size is 5,625 SF (0.45 acre) square feet (SF) per the site plan. The proposed A/C floor space totals 3,902 SF.

The setback requirements for the H30A Zoning District on Biscayne Bay is 20-foot front, 20-foot rear, and 5-foot interior side and 50 feet on the waterfront side. The Applicant is proposing a 20-foot front setback, a 5-foot side yard setback, and a 70-foot 9-inch rear setback. A Variance has been submitted to enable the residence to comply with Code and be constructed.

The total lot pervious area is 2,007 SF or 36% where 35% is required. The front yard setback pervious area is 509 SF or 51% where 30% is required. The rear yard setback pervious area is 854 SF or 82% where 20% is the required. The proposed roof height is 30 feet with a parapet, which is the maximum allowable roof height. The proposed understory enclosed area is proposed at 358 SF where the enclosed area shall not exceed 10% of the lot area and the pervious area is to be equal or at least 20% within the uninhabitable understory. The current proposal does not meet code requirements.

Architectural enhancements are proposed and include sliding aluminum gate, sliding windows and doors, simulated wood siding, folding glass partitions in black, balcony frameless glass railings, fins/grilles in white, and stone site walls in light gray, and frameless glass exterior stair railing. The house will be painted white with smooth stucco.

The applicant is proposing three Montgomery Palms and one Gumbo Limbo as street trees, where 2 street trees are required (Palm Trees are counted 3:1). The applicant is proposing 14 trees of 4 different species and less than 25 shrubs, where a minimum of five (5) trees of two different species and 25 shrubs is required. A total of 20% of all landscaping is proposed to be Florida-Friendly. Figure 1 is an aerial view of the existing property.

5B 8705 Carlyle Avenue – New 2 Story SF Residence w/Understory and Variance

Applicant Package: A package of drawings and an application was submitted by the Applicant on 05/25/2022.

Unnecessary and Undue Hardship Variance

Standards of review for an unnecessary and undue hardship variance. The town commission shall approve an unnecessary and undue hardship variance only if the variance applicant demonstrates by clear and convincing evidence that all of the following are met and satisfied:

- a. Special conditions and circumstances exist which are peculiar to the land, structure, or building involved, and which are not applicable to other lands, structures, or buildings in the same zoning district;

This is a unique lot with undersized area and a narrow waterfront width.

- b. The special conditions and circumstances do not result from the actions of the applicant or a prior owner of the property;

This is an platted lot not a circumstance created by the prior or current owners

- c. Literal interpretation of the provisions of the zoning code deprives the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of the zoning code and results in unnecessary and undue hardship on the applicant;

The literal interpretation of the Code would severely limit the use of the property.

- c. The hardship has not been deliberately or knowingly created or suffered to establish a use or structure which is not otherwise consistent with the Town Comprehensive Plan or the Zoning Code;

This is a platted lot where full use of the property is restricted due to the wide differences between the front and rear (waterfront) frontages.

- e. An applicant's desire or ability to achieve greater financial return or maximum financial return from his property does not constitute hardship;

5B 8705 Carlyle Avenue – New 2 Story SF Residence w/Understory and Variance

The Applicant is desirous of developing a residence with the floor area needed to serve the family and the literal use of the setback does not allow this to occur.

- d. Granting the variance application conveys the same treatment to the applicant as to the owner of other lands, buildings, or structures in the same zoning district;

The Applicant has submitted a detailed report on the requested Variances which supports the reasonableness of the request.

- g. The requested variance is the minimum variance that makes possible the reasonable use of the land, building, or structure; and

The variances requested are the minimum variances.

- h. The requested variance is in harmony with the general intent and purpose of the town comprehensive plan and the zoning code, is not injurious to the neighborhood or otherwise detrimental to the public safety and welfare, is compatible with the neighborhood, and will not substantially diminish or impair property values within the neighborhood.

A variance is in harmony with the neighborhood and would not be adverse to the Comprehensive Plan and or Zoning Code.

Planning Staff supports the Variance request and recommends the Planning and Zoning recommend approval to the Town Commission.

5B 8705 Carlyle Avenue – New 2 Story SF Residence w/Understory and Variance

Staff Recommendation: A Variance was submitted for this application. It is recommended the Site Plan Application be approved subject to the following comments:

- Variance approval recommendation from the Planning and Zoning Board and Variance approval from the Town Commission
- Planning and Zoning Board gave design approval for the front yard fence and gate as proposed and a 6 foot high block wall on the interior side per the request of the neighbor.
- Provide the dimensions for the driveway. The maximum curb cut may be no more than 18 feet in width.
- The elevation of the top of the seawall fronting on Biscayne Bay to be resolved with the Town Planner.
- Planning and Zoning Board recommended approval of the Variance for a 19 foot setback off of Biscayne Bay.
- Comply with the Town's landscape requirements.
- Flood vents required in the enclosed understory.

RESOLUTION NO. 2022- _____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA; [APPROVING/DENYING] A VARIANCE APPLICATION FOR PROPERTY LOCATED AT 8705 CARLYLE AVENUE, SURFSIDE, FL, TO REDUCE: (A) SETBACKS FROM THE SEA WALL PURSUANT TO SECTION 90-48.3, (B) LOT STANDARDS PURSUANT TO SECTION 90-49, (C) SETBACKS PURSUANT TO SECTION 90-45(a)(5), AND (D) SETBACKS FROM THE INDIAN CREEK BULKHEAD LINE PURSUANT TO SECTION 90-60.3, ALL FROM THE TOWN'S CODE OF ORDINANCES; SUBJECT TO CONDITIONS; ADDRESSING VIOLATIONS OF CONDITIONS; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Michael and Janette Vinciguerra (the “Applicants”), owners of the H30A single-family property located at 8705 Carlyle Avenue, Surfside, FL 33154 (the “Property”) submitted an application on May 25, 2022 (the “Variance Application”), requesting approval from the Town of Surfside, Florida (the “Town”) of variances to allow: (A) setbacks from the sea wall as depicted on the plans on file for the Design Review Application entitled “Vinciguerra Residence” dated May 25, 2022, prepared by Block 53 with Laurie M. Swedroe AIA Architecture and Interior Design (the “Plans”) where Section 90-48.3 of the Town’s Code of Ordinances (the “Code”) requires a minimum setback of 50 feet; (B) minimum lot area of 5,625 square feet where Section 90-49 of the Code requires a minimum lot area of 8,000 square feet; (C) minimum average setbacks on the second floor of five (5) feet as depicted on the Plans where Section 90-45(a)(5) of the Code requires ten (10) feet; and (D) setbacks from the Indian Creek bulkhead line of five (5) feet as depicted on the Plans where Section 90-60.3 of the Code requires a minimum setback of 15 feet for swimming pools and 20 feet for all other structures; and

WHEREAS, Section 90-36(1)a of the Code provides for the issuance of a variance for unnecessary and undue hardship upon meeting the standards provided for in Section 90-36(8) of the Code; and

WHEREAS, contemporaneous with the Variance Application, the Applicants submitted an application seeking design review of the proposed construction of a single family home (the “Design Review Application”); and

WHEREAS, Section 90-19 provides for design review of single-family homes by the Planning and Zoning Board; and

WHEREAS, the Town Planner has reviewed the Variance Application and Design Review Application and recommended approval of both subject to conditions; and

WHEREAS, on June 30, 2022, the Planning and Zoning Board (the “PZB”), at a duly noticed quasi-judicial public hearing, after reviewing the Variance Application and Design Review Application and hearing from its professional staff, the Applicant, and members of the public, considered the requirements of the Town Code for each variance application; and

WHEREAS, at the public hearing, the PZB approved the Design Review Application subject to the Plans, including the front yard retaining wall and gate, together with all conditions proposed by the Town Planner’s recommendation and an additional condition that a six (6)-foot high block wall be provided along the north property line as requested by the abutting neighbor, and subject to the approval of the Variance Application by the Town Commission; and

WHEREAS, at the public hearing, the PZB found the Variance Application met the standards of Section 90-36(8) of the Code for issuance of a variance, and recommended the Variance Application be approved by the Town Commission subject to the Plans together with all conditions proposed by the Town Planner’s recommendation; and

WHEREAS, on August 9, 2022, the Town Commission, held a duly noticed quasi-judicial public hearing to review the Application, hear from its professional staff, the Applicant, and members of the public, and consider the recommendation of the PZB, the requirements of the Town Code for approval of a variance and the Application’s consistency with the Town of Surfside’s Comprehensive Plan, and the substantial competent evidence presented at the hearing; and

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPLICABLE TO APPLICANTS, ITS SUCCESSORS AND/OR ASSIGNS, AS FOLLOWS:

SECTION 1. RECITALS AND FINDINGS OF FACT.

1. All recitals set forth above are incorporated into the body of this Resolution as if same were fully set forth herein.
2. The Commission finds that the Variance Application for the unnecessary and undue hardship variance, as modified by conditions, [meets/does not meet] the standards of Section 90-36(8) of the Code and [is/is not] otherwise in compliance with the requirements of the Town Code for approval of a variance and the Variance Application [is/is not] consistent with the Town of Surfside’s Comprehensive Plan.

SECTION 2. VARIANCE [APPROVAL/DENIAL]. The request to approve variances to allow: (A) setbacks from the sea wall as depicted on the plans on file for the Design Review Application (the “Plans”) where Section 90-48.3 of the Town’s Code of Ordinances (the “Code”) requires a minimum setback of 50 feet; (B) minimum lot area of 5,625 square feet where Section 90-49 of the Code requires a minimum lot area of 8,000 square feet; (C) minimum average setbacks on the second floor of five (5) feet as depicted on the Plans where Section 90-45(a)(5) of the Code requires ten (10) feet; and (D) setbacks from the Indian Creek bulkhead line of five (5) feet as depicted on the Plans where Section 90-60.3 of the Code requires a minimum setback of 15 feet for swimming pools and 20 feet for all other structures, is hereby [granted/denied] subject to the following conditions:

1. The Property shall be developed in substantial compliance with the plans entitled “Vinciguerra Residence” dated May 25, 2022, prepared by Block 53 with Laurie M. Swedroe AIA Architecture and Interior Design provided in support of the Application, except as modifications are required by this approval or the Building Official.
2. The Applicants shall construct a six (6) foot masonry wall along the north Property line as requested by the abutting neighbor at the Planning and Zoning Board hearing of June 30, 2022.
3. The driveway shall be reduced to a maximum 18 feet in width.
4. The elevation of the top of the seawall shall be established to the satisfaction and approval of the Town Planner.
5. The landscape plans shall be made to conform to the Town’s minimum requirements. All landscaped/pervious areas shall be 40% Florida-Friendly materials. Provide table on site plan and calculations to show this requirement is met.
6. The understory shall be constructed and hydrostatically vented as per Federal Emergency Management Agency and Florida Building Code requirements, and Chapter 42 of the Town Code.

SECTION 3. VIOLATION OF CONDITIONS. Failure to adhere to the terms and conditions of this Resolution shall be considered a violation of the Code and persons found violating the conditions shall be subject to the penalties prescribed by the Code, including but not limited to, the revocation of any of the approval(s) granted in this Resolution. The Applicants understand and acknowledge that they must comply with these conditions and all other applicable requirements of the Code before they may commence construction or occupancy, and that the foregoing approval in this Resolution may be revoked by the Town at any time upon a determination by the Town Commission, following a public hearing, that the Applicants are in non-compliance with the Code or the conditions of this Approval and have failed to cure, or to provide an acceptable plan to timely cure, the non-compliance.

SECTION 4. SEVERABILITY CLAUSE. In the event any portion or section of this Resolution is determined to be invalid, illegal or unconstitutional by a court or agency of competent jurisdiction, such decision shall in no way affect the remaining portions of this Resolution, which shall remain full force and effect.

SECTION 5. EFFECTIVE DATE. This Resolution shall become effective upon adoption.

PASSED AND ADOPTED this __ day of ____, 2022.

Motion by: _____,

Second by: _____.

Commissioner Fred Landsman	_____
Commissioner Marianne Meisheid	_____
Commissioner Nelly Velazquez	_____
Vice Mayor Jeffrey Rose	_____
Mayor Shlomo Danzinger	_____

Shlomo Danzinger, Mayor

ATTEST:

Sandra N. McCready, MMC
Town Clerk

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE TOWN OF SURFSIDE ONLY:**

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

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

I, Sandra McCready, Town Clerk of the Town of Surfside, Florida, do hereby certify that the above and foregoing is a true and correct copy of Resolution No. 2022-____ adopted by the Town Commission at its meeting held on the ____ day of _____, 2022.

Issued: _____

Sandra McCready, MMC
Town Clerk



MEMORANDUM

ITEM NO. 3A.

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

From: Sandra McCreedy, MMC, Town Clerk

Date: August 9, 2022

Subject: **Commission Meeting Minutes**

[07-12-2022 Special Town Commission Meeting Minutes.pdf](#)

[07-12-2022 Town Commission Meeting Minutes.pdf](#)



**Town of Surfside
Special Town Commission Meeting
MINUTES
July 12, 2022
5:00 PM
Commission Chambers**

1. Opening

1.A Call to Order

Mayor Danzinger called the meeting to order at 5:06 p.m.

1.B Roll Call of Members

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

Present: Mayor Shlomo Danzinger, Vice Mayor Jeff Rose, Commissioner Marianne Meisheid and Commissioner Fred Landsman.

Absent: Commissioner Nelly Velasquez.

Also present: Town Manager Andrew Hyatt, Assistant Town Manager Jason Greene, and Town Attorney Lillian Arango.

1.C Pledge of Allegiance

Sgt. Matelis did the pledge of allegiance.

2. Mayor, Commission and Staff Communication

**2.A Presentation of FY 2023 Budget and Proposed Operating Millage Rate -
Andrew Hyatt, Town Manager**

Assistant Town Manager Greene provided a presentation with the budget information and recommendations from the Town Commission. He stated that the preliminary budget was just released. He stated that tonight's objective is to set the tentative milage rate which will go in the TRIM noticed in August. He went over the program modifications as well as the revenues and expenditures. He also stated that they will be going over the budget and milage rate. The recommended milage is to maintain it at the 4.200 rate. He spoke regarding the two budget hearing dates. He provided the balance sheet reserves and went over the fund balance and stated that the negative on the Solid Waste was due to COVID.

Assistant Town Manager Greene went over the general fund revenues and expenditure and the projected revenues will be \$17.9 and expected to have a projected spending of \$16.0 million. He went over the percentage based on the departments. He also went over the one time expenditures for specific departments. He spoke regarding the total reserves and their breakdown.

Assistant Town Manager Greene provided a summary of the Tourist Resort Fund revenues and expenditures. He stated the projected expenditures as well as a projected revenue which includes the tennis center. He stated that the Tourist Board had a meeting last night and they might come up with a supplemental request for new programming and events.

Assistant Town Manager Greene went over the Solid Waste Fund revenues and expenditures which includes personnel. He stated that they have to take into account the upcoming union contract. He stated that they are not requesting to add anything into the reserves.

Assistant Town Manager Greene spoke regarding the Water and Sewer Fund revenues and expenditures. He spoke regarding grant funding and the 3% increase in the flow and 2% on base charges. He spoke regarding the rate increase and they are still going to be in the negative.

Assistant Town Manager Greene went over the program modification presentation for all the funds. He also went over the capital outlay projects under the general fund and the capital projects fund.

Vice Mayor Rose handed out a portion of the comprehensive plan and spoke regarding the street ends being considered parks. He stated that this is something he has spoken about and as a Commission they should move forward and place this in the budget for two kayak launches for the central and south end of Town. He stated he would like to start the permitting process and the Parks and Recreation Department is in favor of this.

Commissioner Meischeid asked regarding the green boxes.

Vice Mayor Rose stated that the street ends that are green are labeled parks and all that can be used for is for parks. He stated to at least start the permitting process in central and south end of parks.

Commissioner Landsman stated that they did have this discussion and there are a lot of things coming on board. He stated that 96th Street Park, and Hawthorne Tot Lot are important and large projects. He spoke regarding the new 96th Street Park will have a controlled kayak launch and suggested to wait till the park is built and see if there will be a need for an additional pocket park and kayak launch. He stated he would be in favor to letting this go and then revisit it next year.

Assistant Town Manager Greene stated that this is just informational and have more time in September to discuss. He stated that the other ones were agreed upon by consensus and a tie would be status quo.

Mayor Danzinger asked if they have to vote item by item.

Assistant Town Manager Greene stated no, they are only voting on the milage rate at this meeting.

Commissioner Meischeid asked if there is a time frame of how long it would take to do a kayak beach end as it relates to how long 96th Street Park will take to complete. Also, how long it would take to permit and build a street end launch.

Assistant Town Manager Greene addressed the comment made by Commissioner Meischeid. He stated it is an extensive endeavor and explained what has to be done for permitting.

Vice Mayor Rose stated that is why he would like to move this forward.

Mayor Danzinger stated even if they move forward with this, it will still take a while to complete the permitting process.

Assistant Town Manager Greene explained the funding and budgeting process for this request.

Mayor Danzinger stated that the first step is to see if they have support.

Commissioner Meischeid stated she would consider it.

A motion was made by Vice Mayor Rose to leave the street end parks for kayak launch, seconded by Commissioner Meischeid. The motion carried with a 3-1 vote with Commissioner Landsman voting in opposition and Commissioner Velasquez absent.

Assistant Town Manager Greene went over the bus shelter items and explained the budgeting and will revisit this area next year.

Assistant Town Manager Greene went over the parking fund and suggested putting this on hold and revisit it at a later time.

Mayor Danzinger spoke regarding having variable rates for parking.

Assistant Town Manager Greene asked Chief Torres if their existing system can have variable rates.

Chief Torres stated that they cannot increase it as the rates go up but they can set times and adjust those rates.

Mayor Danzinger asked if it is on a real time base to change the rates.

Assistant Town Manager Greene stated that the system is not in real time but they can look at a system like that.

Vice Mayor Rose stated that he is fine leaving it, but have not heard from DVAC. He

stated that if they are in support he will support it. He stated that the garage is a Bal Harbor garage and not a Surfside garage. He would like to hear back from DVAC to get their input.

Commissioner Meischeid would like to keep this but would like to hear from DVAC to see their input.

Commissioner Landsman asked if the \$300,000 does not add more parking spots but makes it more automated. He prefers to postpone this for another year to see how the Bal Harbor parking garage works and if it will alleviate the parking issue.

Town Manager Hyatt stated that in September is when the garage will be finished.

Assistant Town Manager Greene went through the Abbott Avenue drainage project. He also spoke regarding the fleet management fund and went over the vehicles being purchased.

Assistant Town Manager Greene went over the 10 year look of the milage and property values. He provided a presentation on the differential between homes and condominium values.

Vice Mayor Rose stated that in two years in a row they cut the milage and now they are requesting to keep it the same. He stated that he is concerned with the reduction of the milage and whose recommendation was that.

Assistant Town Manager Greene stated that since undergrounding became a topic the driver was until that issue was resolved, it was a recommendation by administration to maintain the reserves.

Vice Mayor Rose stated that regardless the cost of the undergrounding, the previous Commission still reduced the milage.

Assistant Town Manager Greene stated that over 2 1/2 years ago the undergrounding was approved in a straw ballot but the funding was decided recently.

Vice Mayor Rose spoke regarding the removal of approximately \$700,000 per year for every year that the milage was reduced.

Assistant Town Manager Greene confirmed what Vice Mayor Rose stated.

Assistant Town Manager Greene went over the tax bill and the way it is divided by percentage that the local municipality receive. He stated that Surfside only receives 21% of the tax bill that is paid to Miami-Dade County and the School Board. He went over the recommended milage rate and read into the record the request for approval of setting the milage rate to 4.2000.

Commissioner Landsman stated that they can reduce it but not increase it later.

A motion was made by Vice Mayor Rose to adopt the milage rate at 4.2000, seconded by Commissioner Landsman. The motion carried with a 4-0 vote with

Commissioner Velasquez absent.

3. Adjournment

A motion was made by Commissioner Landsman to adjourn the meeting at 5:51 p.m., seconded by Vice Mayor Rose. The motion carried with a 4-0 vote with Commissioner Velasquez absent.

Accepted this _____ day of _____, 2022.

Shlomo Danzinger, Mayor

Attest:

Sandra N. McCready
Town Clerk



Town of Surfside
Regular Town Commission Meeting
MINUTES
July 12, 2022
7:00 PM

Commission Chambers - 9293 Harding Avenue
Surfside, FL 33154

1. Opening

1A. Call to Order

Mayor Danzinger called the meeting to order at 7:07 p.m.

1B. Roll Call of Members

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

Present: Mayor Shlomo Danzinger, Vice Mayor Jeff Rose, Commissioner Marianne Meisheid and Commissioner Fred Landsman.

Absent: Commissioner Nelly Velasquez.

Also present: Town Manager Andrew Hyatt, Assistant Town Manager Jason Greene, Town Attorney Lillian Arango and Town Attorney Tony Recio.

1C. Pledge of Allegiance

Chief Torres did the pledge of allegiance.

1D. Mayor and Commission Remarks - Mayor Shlomo Danzinger

Mayor Danzinger welcomed everyone and spoke regarding the July 4th event which was a success and thanked Parks and Recreation Department staff for putting on an amazing event. He also thanked the Police Department for their work and Hatzalah for their assistance at the event. He spoke regarding the Friday Summer on the Beach and spoke regarding the upcoming events and thanked the Tourist Board for their work. He congratulated Frank Trigueros for his promotion. He reminded everyone regarding the Farmer's Market.

Mayor Danzinger reminded the public to maintain decorum and respect one another. He provided the rules of decorum and read them into the record. He reminded the public that they can speak in Good and Welfare on anything that is not on the agenda.

Vice Mayor Rose congratulated Frank Trigueros on his promotion and thanked Town Manager Hyatt for the CTS anniversary event. He thanked Mayor Danzinger for his commitment and hard work on running this event and for the way he worked with the families.

Commissioner Landsman agrees with the sentiments by the Commissioners and thanked Mayor Danzinger for his commitment and hard work.

Commissioner Meisheid also agrees with the comments made regarding the hard work done. She also commented on the misinformation that is being disseminated out there and stated that the Commission is here to make policies. The item is brought up as a discussion item to get input and then voting by the Commission. She stated that this is why it is important that the first reading has the information needed. She stated that the previous commission changed policies made by the previous commission which set back the Town by 6 months. She stated that they have been elected to maintain respect and uniformity.

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

Mayor Danzinger passed the gavel.

A motion was made by Mayor Danzinger to link item 9C (Month of June to be Declared Pride Month) and item 9D (Town Policy on Flying Flags). The motion died for lack of a second.

A motion was made by Mayor Danzinger to bring up item 9D (Town Policy on Flying Flags) to be heard before Consent Agenda, seconded by Commissioner Landsman. The motion carried with a 4-0 vote with Commissioner Velasquez absent.

Mayor Danzinger would like to have an add item agenda and make it item 9G (Beach Chairs), seconded by Commissioner Meisheid. The motion carried with a 3-1 vote with Commissioner Landsman voting in opposition and Commissioner Velasquez absent.

A motion was made by Vice Mayor Rose to move item 9C (Month of June to be Declared Pride Month) to be heard after item 9D (Town Policy on Flying Flags), seconded by Commissioner Meisheid. The motion carried with a 4-0 vote with Commissioner Velasquez absent.

1F. Community Notes - Mayor Shlomo Danzinger

1G. CTS Update

Item was not heard due to the fact that Allyn Kilsheimer was not present.

1H. Presentation of Certificate of Completion from the Institute for Elected Municipal Officials (IEMO) to Mayor Shlomo Danzinger - Town Manager Andrew Hyatt

Town Manager Andrew Hyatt presented Mayor Danzinger with the IEMO Certificate of Completion.

Mayor Danzinger explained what this entailed. He thanked Town Manager Hyatt.
[Mayor Danzinger IEMO Certificate.pdf](#)

2. Quasi-Judicial Hearings

2A. 9173 Froude Avenue - Walter Keller, PE, AICP, Town Consultant Planner

Staff Recommendation: It is recommended the Practical Difficulty Variance Application be approved allowing the floor area coverage to increase to 42.3%.

Please see attached email from applicant requesting deferral of this item to October 2022. The October 2022 Regularly schedule meeting is scheduled for Tuesday October 12, 2022.

Town Attorney Recio stated that there was a request by the applicant for deferral since the applicant will be out of town.

Vice Mayor Rose recused himself due to a conflict of interest and left the dais.

A motion was made by Commissioner Landsman to defer the item to October 12, 2022, seconded by Commissioner Meischeid. The motion carried with a 3-0 vote with Vice Mayor Rose recused and Commissioner Velasquez absent.

[Request for Deferral - Quasi-Judicial 9173 Froude Ave.pdf](#)

[Resolution Approving Variance - 9173 Froude - 6-2-22.pdf](#)

[9173 Froude Avenue Agenda Packet.pdf](#)

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.

A motion was made by Commissioner Landsman to approve the consent agenda, seconded by Vice Mayor Rose. The motion carried with a 4-0 vote with Commissioner Velasquez absent.

3A. Approval of Minutes - Sandra McCready, MMC, Town Clerk

Approved on consent.

[06-14-2022 Town Commission Workshop Meeting Minutes.pdf](#)

[06-14-2022 Regular Town Commission Meeting Minutes.pdf](#)

[06-16-2022 Special Town Commission -Quasi Judicial Hearing Meeting Minutes.pdf](#)
[06-28-2022 Special Town Commission Meeting Minutes.pdf](#)

3B. Committee and Board Minutes

Approved on consent.

[05-26-2022 Planning and Zoning Board Meeting Minutes.pdf](#)

3C. School Resource Officer for School Year 2022/2023 - Andrew Hyatt, Town Manager

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 2022/2023 in the amount of \$8,333.

Approved on consent.

[2022 School Resource Officer SRO MOU Bay Harbor Bal Harbour Surfside.docx](#)

[Resolution Approving MOU for School Resource Officer TAv2.docx](#)

3D. Authorization to Award Disaster Debris Removal Services to DRC Emergency Services per RFP 2022-03 Disaster Debris Removal Services Evaluation Committee Recommendation - Andrew Hyatt, Town Manager

Town Administration is seeking authorization to select the proposal of award and contract disaster debris removal services with DRC Emergency Services for a period of five years with three additional one year extensions thereafter.

Approved on consent.

[Disaster Debris Removal Services Contract](#)

[Resolution Selecting and Awarding DRC Emergency Services Disaster Debris Removal Contract.DOCX](#)

3E. Approval and Acceptance of Grant Agreement with the State of Florida Department of Environmental Protection (FDEP) for Matching Grant Towards Surfside's Collins Avenue Water Main Replacement Design Phase Project - Andrew Hyatt, Town Manager

Town Administration recommends Town Commission accept and approve matching grant agreement with FDEP for the Surfside Collins Avenue Water Main Replacement Design Phase Project.

Approved on consent.

[Surfside's Collins Avenue Water Main Replacement Design Phase Grant Agreement](#)

[NOVA Engineering Proposal for Scope of Services](#)

[Reso FDEP Grant - Collins Ave Water Main Replacement.docx](#)

3F. First Amendment to SFM Services, Inc. Agreement for Additional Landscape Right of Way and Beach End Services - Andrew Hyatt, Town Manager

Town Administration is seeking Town Commission approval of the First Amendment to the existing Agreement with SFM Services, Inc. dated November 24 2020, to incorporate additional Town locations requiring monthly maintenance servicing for an additional total of \$24,858.96 per fiscal year for the duration of the base agreement. The expenditures for fiscal year 2022 will not be retroactive and total \$6,214.74 for the remainder of the year.

Approved on consent.

[SFM Services, Inc. Additional Services Pricing Agreement](#)

[Reso Approve First Amendment SFM Services - Additional Landscape Services.docx](#)

[First Amendment with SFM Services - Additional Landscape Services.doc](#)

3G. Parking Rate Adjustments - Andrew Hyatt, Town Manager

As directed by the Town Commission during the 06-28-2022 Special Commission Meeting, Town Staff is seeking approval to change the parking rates and parameters in all Town Parking Lots as follows:

- The parking rate in the Town of Surfside is currently \$2.00 per hour for parking in the six (6) Town Municipal Parking Lots. This rate will change to \$4.00 per hour, from 9:00 am to 5:00 pm seven days a week and \$3.00 per hour at all other times.
- There is currently a two hour maximum time limit Monday to Friday from 6 AM to 3 PM and a four-hour maximum time limit between Friday at 3 PM and Monday at 6 AM. The aforementioned time limits are renewable. The time limit will change to a non-renewable three hour time limit at all times.

Approved on consent.

[Resolution Ratify Amendment to Off Street Parking Rates and Time Limitation.DOCX](#)

4. Ordinances

Second Reading

4A1. Amending the Town of Surfside Code of Ordinances by Amending Section 90-57. - "Marine Structures", to Amend Regulations for Construction of Docks, Pier and Moorings on Waterfront Lots. - Fred Landsman, Commissioner

Request approval of this ordinance on second reading in order to move forward on adoption of the ordinance.

Mayor Danzinger explained the process of bringing up an ordinance on the agenda.

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

Commissioner Landsman introduced the item and provided a background of the item on second reading. He had the Town Clerk hand out a drawing as an example.

Mayor Danzinger opened public comment.

The following members of the public spoke:

Gerardo Vildostegui spoke against the ordinance.

Marisol Krasner spoke against the ordinance.

Eliana Salzhauer spoke against the ordinance and the email sent to the ethics committee and media regarding changing the rule to accommodate two people.

Horace Henderson spoke against the ordinance. He stated that the commission is discussing giving away something, they can't. He stated that the Town Commission does not have the right.

Ben Jacobson spoke on the item. He stated that the docks are being set up in a way not to harm the seagrass. He spoke about a marine structure concept that instead of docks projecting straight into the waterways, they should be parallel to the homes.

George Kousoulas spoke on the item and suggested that the docks be parallel to the homes. He spoke further about the Florida Statutes and the home owners rights.

Mayor Danzinger closed public comment.

Commissioner Landsman would like to amend the language on line 66 letter (c) which currently reads "any portion of a marine structure that projects more than 15 feet shall be limited to a maximum of 8 feet in width" to read "any portion of a dock or pier that projects more than 15 feet should be limited to 8 feet in width". He explained the change in the requested language. He also stated that they are keeping the Point Lake legislation as is and the reason is the access to Point Lake is very limited and needs to be maintained.

Commissioner Meisheid can support it with the changes to line 66 and this also allows the keel of the boat to parallel to the seawall. She stated that this has been vetted by the Planning and Zoning Board.

Vice Mayor Rose asked if there is a legal definition of monster docks.

Town Attorney Recio stated that there is no legal definition of a monster docks.

Vice Mayor Rose spoke regarding the ordinance and a comment made by a former Commissioner giving misinformation being fed to them. He spoke regarding on 88th Street there are 60 foot docks that were already there and stated that the previous Commission removed that from the residents and what they are doing is giving back to the residents what was taken away from them. He spoke regarding the mooring.

Mayor Danzinger agrees with Vice Mayor Rose. He thanked Commissioner Landsman for bringing this back and fixing the mistake that was done in the past.

A motion was made by Vice Mayor Rose to move forward with the approving the ordinance on second reading with the amended language on line 66 letter (c) which currently reads "any portion of a marine structure that projects more than 15 feet shall be limited to a maximum of 8 feet in width" to read "any portion of a dock or pier that projects more than 15 feet should be limited to 8 feet in width". He explained the change in the requested language, seconded by Commissioner Meisheid. The motion carried with a 4-0 vote with Commissioner Velasquez absent.

Mayor Danzinger called for a recess at 10:15 p.m.

Mayor Danzinger reconvened the meeting at 10:37 p.m.

[Surfside Ordinance Amending Sec 90-57 Marine Structures 2nd reading.docx](#)

4A2. Ordinance Amending Section 54-78 of Code - Prohibited Noises - Shlomo Danzinger, Mayor

To adopt the second reading of the ordinance change as drafted by the town attorneys amending section 54-78 of code - Prohibited Noises as discussed in the May 10, 2022 commission meeting.

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

A motion was made by Vice Mayor Rose to approve the ordinance on second reading, seconded by Commissioner Landsman.

Mayor Danzinger opened public comment.

The following members of the public spoke:
Eliana Salzhauer spoke against the item.
Ben Jacobson

Mayor Danzinger closed public comment.

Mayor Danzinger introduced the item and provided the specifics of the item and stated that it does reduce noise.

Vice Mayor Rose thanked Mayor Danzinger for pointing out the misinformation out there.

The motion carried with a 4-0 vote with Commissioner Velasquez absent.

[Prohibited Noises Ordinance.docx](#)

4A3. 24 Inch Setback Encroachment Clarification - Jeffrey Rose, Vice Mayor

To approve this item on second reading and move it forward for second reading.

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

A motion was made by Vice Mayor Rose to approve the ordinance on second reading, seconded by Commissioner Meischeid.

Mayor Danzinger opened public comment.

The following members of the public spoke:
Eliana Salzhauer spoke against the item.
Horace Henderson spoke against the item.

George Kousoulas stated this clears up ambiguity that existed and is in support of this item.

Mayor Danzinger closed public comment.

Vice Mayor Rose introduced the item and explained the specifics of this ordinance. He stated this is cleaning up the language.

Mayor Danzinger stated this was recommended by the Planning and Zoning Board and this language cleans it up.

The motion carried with a 4-0 vote with Commissioner Velasquez absent.
[Surfside 24 inch Setback Encroachment 2nd reading.docx](#)

First Reading

4B1. 50% Lot Coverage for 1-Story Homes - Shlomo Danzinger, Mayor

To modify the Town Code to allow for 50% lot coverage for 1-story homes (not to exceed any existing setbacks), and to stipulate in the code; if a homeowner who has built above the 40% lot coverage wishes to build a second floor, the homeowner must remove the excess square footage from the first floor, bringing the total lot coverage to a maximum of 40%, when building a second floor (to be limited to the standard 80% of the 40%).

New one story homes build over the 40% coverage must adhere to a 22' ft height restriction.

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

Mayor Danzinger introduced the item and provided a summary.

Mayor Danzinger opened public comment.

The following members of the public spoke:

Eliana Salzhauer stated it is a great idea that she sees turn into a loophole.

Horace Henderson spoke in support if they can keep it clear that they cannot ask for the rest of the lot.

George Kousoulas spoke in support of the item.

Gerardo Vildostegui spoke regarding be willing to undo this if it does not work.

Mayor Danzinger closed public comment.

A motion was made by Vice Mayor Rose to extend the meeting at 10:57 p.m. for 30 minutes until 11:28 p.m., seconded by Commissioner Meischeid. The motion carried with a 4-0 vote with Commissioner Velasquez absent.

Mayor Danzinger explained the need for the speaker cards.

Mayor Danzinger stated that fear is not a reason to shy away from improvements and this incentivizes homeowners to build without having to go up to two floors.

Commissioner Landsman asked for clarification if it applies to single and multi family homes.

Town Attorney Recio stated it applies to both.

A motion was made by Vice Mayor Rose to approve the ordinance on first reading, seconded by Commissioner Meischeid.

Vice Mayor Rose explained how many two story homes have been approved by Planning and Zoning Board. He stated that there has been 40 two story homes that have been approved by the Planning and Zoning Board. He explained the need for this ordinance.

Town Attorney Recio spoke regarding lines 53 and 54 were the old language which limits the lot coverage and porch to 46%, which is not what they want to do. He suggested different language for lines 53 and 54 and read the suggestion.

A motion was made by Vice Mayor Rose to amend his original motion to approve the ordinance on first reading to include a 46% lot coverage cap for two story homes and 50% lot coverage cap for a one story home, seconded by Commissioner Landsman. The motion carried with a 4-0 vote with Commissioner Velasquez absent.
[Ordinance Amending Maximum Lot Coverage for Single Story Homes.docx](#)

4B2. Amendments to the Town Code to Allow Operation of Landscaping Equipment and Other Noise-Producing Mechanical Devices (such as Leaf Blowers) During Permitted Hours - Shlomo Danzinger, Mayor

- To leave power blowers in section 54-78 of the town code as amended in the first reading in June 2022.
- Modify 54-78 (15) (blowers) to only allow landscaping equipment and other noise-producing mechanical devices (such as leaf and power blowers) during the hours as set forth by the amendments in the first reading in June 2022 of section 54-78(7).
- Remove the probative language for power blowers in section 66-7 of the town code.

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

Mayor Danzinger introduced the item and explained the ordinance.

A motion was made by Vice Mayor Rose to approve this ordinance, seconded by Commissioner Landsman.

Mayor Danzinger opened public comment.

The following members of the public spoke:
Eliana Salzhauer spoke against the ordinance.

Mayor Danzinger asked the public to be respectful of everyone's time if they are finished speaking and did not use their 3 minutes to please sit down and allow others

to speak.

Ben Jacobson stated that he will give up his time to be respectful.

Gerardo Vildostegui spoke against the item and there is a difference between gas and electric leaf blowers and the electric ones are better for the environment.

Marisol Krasner spoke against the item and respect the public when they speak.

Mayor Danzinger closed public comment.

Mayor Danzinger provided an overview of the item and stated that this is for those residents that do their own lawn. He stated that this is essential for the residents to do their job and other equipment that is being used are also 2 stroke engines.

Commissioner Meischeid stated that the gas leaf blower is too loud but would consider an electric one.

Vice Mayor Rose stated that most of the contractors do not pick it up and he is good moving forward with electric. He stated that the City of Miami Beach has banned the gas leaf blowers and are moving towards electric ones. He is fully supported of electric but prefers using gas instead of it going into the storm drains.

Commissioner Landsman stated that electric ones make sense and he stated the enforcement is relaxed. He asked if they can phase out the gas leaf blowers within two years and encourage homeowners and contractors to move towards electric.

A motion was made by Vice Mayor Rose to modify his motion to phase out the gas leaf blowers to electric leaf blowers in two years from the date of the ordinance, seconded by Commissioner Landsman. The motion carried with a 4-0 vote with Commissioner Velasquez absent.

A motion was made by Vice Mayor Rose at 11:24 p.m. to extend the meeting for 20 minutes until 11:44 p.m., seconded by Commissioner Landsman. The motion carried with a 4-0 vote with Commissioner Velasquez absent.

[3L13620-Ord Prohibited Noises Landscaping Equipment TA v2.DOCX](#)

4B3. Ordinance to Increase the Minimum Percentage of Florida Friendly Landscaping Required to 40% - Fred Landsman, Commissioner

Consider direction to the Town Planner and Town Attorney to bring back an ordinance to implement these recommendations.

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

Commissioner Landsman introduced the item and provided an explanation of the ordinance.

A motion was made by Commissioner Landsman to approve the ordinance as written and adding on line 47 "to single family homes", seconded by Commissioner Meischeid.

Town Planner Keller spoke regarding the interpretation of the ordinance as it pertains to landscape. He suggested adding 40% of required trees and shrubs.

Town Attorney Arango stated that the Town Planner is referring to multi family homes in his suggested changes in line 47 to add 40% of shrubs to single family.

Mayor Danzinger opened public comment.

The following members of the public spoke:

Eliana Salzhauer is supportive of having Florida family landscaping.

Mayor Danzinger closed public comment.

The motion carried with a 3-1 vote with Mayor Danzinger voting in opposition and Commissioner Velasquez absent.

[Ordinance Amending FL Friendly Landscape Ordinance New Construction.DOCX](#)

4B4. Amending the Town Code Relating to the Location and Requirements for Ground-Level and Rooftop Mechanical Equipment - Commissioner Fred Landsman

For the Commission to adopt this ordinance on first reading.

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

Commissioner Landsman introduced the item and provided an overview of the ordinance.

Town Planner Keller spoke regarding the location of generators as it is written in the code and wants clarification if the generators are allowed on the roof.

Commissioner Landsman stated that currently the code allows rooftop mechanicals.

Town Planner Keller stated that municode addresses generators in a separate area.

Vice Mayor Rose stated that it does allow to include the generator on the rooftop.

Mayor Danzinger opened public comment.

The following members of the public spoke:

Joel Thieme spoke against the item.

Eliana Salzhauer spoke against the item.

Horace Henderson spoke against the item.

Marisol Krasner spoke against the item.

George Kousoulas spoke regarding the difference in equipment and if the air conditioner will be on the side of the home it will have to be on a stand. He spoke in support of the ordinance.

Mayor Danzinger closed public comment.

A motion was made by Vice Mayor Rose at 11:42 p.m. to extend the meeting for 10 minutes until 11:52 p.m., seconded by Commissioner Landsman. The motion carried with a 4-0 vote with Commissioner Velasquez absent.

Commissioner Landsman explained the ordinance once more and stated this is to provide options to the homeowner.

Mayor Danzinger asked the reasoning to reduce it from 15 feet to 5 feet.

Commissioner Landsman addressed the question by Mayor Danzinger and stated that it becomes more difficult for the homeowner when they are building. He stated that this gives more options and will still not be going into their setback nor the neighbor's setback.

Mayor Danzinger asked if the air conditioning unit if placed on the side, it still cannot go into the setback.

Commissioner Landsman explained the difference to Mayor Danzinger.

Commissioner Meischeid asked Town Planner Keller if he sees any problem with a generator on the roof top.

Town Planner Keller stated he does not see a problem with a generator on the rooftop and it will have to be placed in the middle.

Town Attorney Recio clarified that the code requires it to be on the ground. He stated they can and modify the language to add the generator and come back with it at second reading or bring a new ordinance to add the generator.

Commissioner Landsman stated that he prefers to continue with this one as written and bring back a new ordinance to add the generator on the roof top.

Vice Mayor Rose stated that this item was brought forward by the Planning and Zoning Board and agrees to have two separate ordinances.

A motion was made by Vice Mayor Rose to approve the ordinance as written and direct the Town Attorney to bring back a separate ordinance to include the generators, seconded by Commissioner Landsman. The motion carried with a 4-0 vote with Commissioner Velasquez absent.

[Ordinance Ground and Rooftop Mechanical Equipment H30A and H30B.docx](#)

5. Resolutions and Proclamations

If the public wishes to speak on a matter on this section of the agenda, they must inform the Town Clerk by completing a speaker card and they will be recognized to speak prior to the approval of any resolution..

5A. Solid Waste Services Special Assessment Preliminary Rate Resolution -

Town Manager, Andrew Hyatt

Town Administration recommends that the Town Commission adopt the resolution as a matter precedent to the final assessment resolution. This resolution does not levy the assessment, but merely notices the public of the Town's intent to again assess for this service and sets the place, date, and time for the final hearing.

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

Town Manager Hyatt introduced the item.

Assistant Town Manager Greene stated that the next two items 5A (Solid Waste Services Special Assessment Preliminary Rate Resolution) and item 5B (Solid Waste Commercial Rate Adjustment) are items that go together and stated that this deals with the external auditors suggestion. He stated that this item is to increase the rate.

Vice Mayor Rose asked if the previous Commission requested an increase in rate.

Assistant Town Manager Greene stated that due to COVID, it has created the need for this increase. He stated this will be a multi year process due to the fund balance being in the negative and are confident to raise it to 4% and will come back in 2024 to increase it again.

A motion was made by Vice Mayor Rose to approve the resolution, seconded by Commissioner Meisheid. The motion carried with a 4-0 vote with Commissioner Velasquez absent.

A motion was made by Vice Mayor Rose at 11:53 p.m. to extend the meeting 20 minutes until 12:13 a.m., seconded by Commissioner Meisheid. The motion carried with 4-0 vote with Commissioner Velasquez absent.

[Preliminary Rate Resolution For Solid Waste Assessments 2022.DOC](#)

5B. Solid Waste Commercial Rate Adjustment - Town Manager, Andrew Hyatt

Town Administration recommends approval of the adjustments for Commercial Solid Waste rates.

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

A motion was made by Commissioner Meisheid to approve the resolution, seconded by Commissioner Landsman.

Mayor Danzinger opened public comment.

The following members of the public spoke:
Horace Henderson spoke in support of the item.

Mayor Danzinger stated that he usually is not in agreement of raising rates but due to the fact the fund is in the negative and it will only be a minimal increase he will be

in support.

The motion carried with a 4-0 vote with Commissioner Velasquez absent.

[Resolution Approving and Adopting an Increase in Commercial Solid Waste Rates.doc](#)

[NEW RATE STRUCTURE FOR COMMERCIAL SOLID WASTE REMOVAL-FY23.docx](#)

5C. Champlain Towers South Collapse Investigation - Additional Authorization to Expend - Andrew Hyatt, Town Manager

Town Administration recommends approval of the attached resolution which authorizes the expenditure of funds for KCE Engineering to perform additional services related to the of the Champlain Towers South Collapse Investigation for an additional \$850,000 for a total committed amount up to \$2,650,000.

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

Assistant Town Manager Greene introduced the item and explained the history of the cost for the investigation provided in the past. He stated that the previous Commission decided to piece meal it and gave it in chunks. He stated that this is the final authorization and Mr. Kilsheimer stated that this is a 95% certainty that this will be the last request for additional funding. He spoke regarding the Town's share of the joint investigative cost that was not included in the original \$2 million cost. He stated the total to complete the investigation and the Town's portion of the joint investigative cost will be \$1,211,180.27. He stated the \$850,000 will be to KCE and \$361,180.27 will go towards the joint investigation cost.

Mayor Danzinger asked if this will be the last additional authorization to expend and how will we get the final report.

Assistant Town Manager Greene stated that Mr. Kilsheimer will be at the next meeting.

Town Attorney Recio stated that Mr. Kilsheimer is still waiting on authorization from NIST to get access to the warehouse.

Assistant Town Manager Greene requested to modify the title and body of the resolution to what Assistant Town Manager Greene stated.

A motion was made by Vice Mayor Rose to approve the resolution as amended, seconded by Commissioner Meischeid.

Mayor Danzinger opened public comment.

The following members of the public spoke:

Eliana Salzhauer stated that this is important for the residents to find out what occurred and encourages the Commission to not reject this.

Jeffrey Platt asked for the Commission to discuss the beach chair next.

George Kousoulas stated that he supports this resolution.

Ben Jacobson spoke regarding the need for the Town to find out what occurred and make sure the efforts are not being duplicated.

Mayor Danzinger closed public comment.

Commissioner Landsman agrees that they need to get a report and find out what happened and we owe it to our residents.

Commissioner Meisheid is in favor of this and believes that Mr. Kilsheimer is the best person to get the results.

Vice Mayor Rose is in favor of this and would like to finish this and get a report to see what happened.

Mayor Danzinger stated that it is not duplicated efforts and spoke regarding the investigation and what Mr. Kilsheimer is able to look at and get access to. He stated that he was in agreement with Commissioner Velasquez that the money should have gone to the residents to have their own investigation and study done while leaving the Federal government to finish the investigation.

The motion carried with a 4-0 vote with Commissioner Velasquez absent.

[Champlain Towers South Collapse Memo - CTS Supplemental service fee request.pdf](#)

[Reso Authorizing Expenditure to KCE Structural - CTS Investigation.docx](#)

5D. Authorization to Proceed with Contracting and Authorize Expenditures with Engineering Pool Firm The Corradino Group for a Town-Wide Traffic Study - Andrew Hyatt, Town Manager

Town Administration is seeking Town Commission approval to enter into a specific project agreement with The Corradino Group for traffic engineering services per negotiated proposal dated June 17, 2022 in order to provide a comprehensive Townwide traffic study to analyze current traffic concerns and explore various mitigation alternatives. The Administration is seeking approval to expend a not to exceed total of \$204,500. The project agreement is pursuant to the Continuing Services Agreement for professional engineering services entered into on February 16, 2021 by the Town and The Corradino Group procured per RFQ No. 2020-06.

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

Mayor Danzinger explained the item and provided an overview.

A motion was made by Commissioner Meisheid to approve the resolution, seconded by Commissioner Landsman.

Mayor Danzinger opened public comment.

The following members of the public spoke:

Eliana Salzhauer

A motion was made by Vice Mayor Rose at 12:13 a.m. for 20 minutes until 12:33 a.m., seconded by Commissioner Landsman. The motion carried with a 4-0 vote with Commissioner Velasquez absent.

George Kousoulas
Marisol Krasner

Mayor Danzinger closed public comment.

Mayor Danzinger stated that the study does include walkability to help upgrade the Town.

The motion carried with a 4-0 vote with Commissioner Velasquez absent.

[2022 Traffic Study Scope of Services](#)

[Resolution Approving Project Agreement with Corradino Group - 2022 Townwide Traffic Study.docx](#)

[Project Agreement - Corradino Group - 2022 Townwide Traffic Study.DOCX](#)

5E. FY 2022 Budget Amendment Resolution No. 7 - Andrew Hyatt, Town Manager

Town Administration recommends approval of the budget amendment.

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

Assistant Town Manager Greene introduced the item and the request to approve the resolution as amended to include the cost change in item 5C.

Town Attorney Arango clarified it will be coming out of the general fund.

Assistant Town Manager Greene clarified it will be coming out of the general fund.

Mayor Danzinger opened public comment.

There were no public speakers.

A motion was made by Vice Mayor Rose to approve the resolution, seconded by Commissioner Meisheid. The motion carried with a 4-0 vote with Commissioner Velasquez absent.

[FY2022 Budget Amendment No. 7.pdf](#)

[Resolution Approving Budget Amendment No 7 for FY 2022 TA v1.DOCX](#)

6. Good and Welfare

The following individuals from the public spoke:

Julio Rumbaut spoke regarding coming up with ill conceived ideas and the impression you are giving to the voters is that they are not listening to the residents or voters. He spoke regarding democracy and this Commission does not have the democratic feel it should

have.

Jeffrey Platt spoke regarding statements made by the Commission regarding documents stating that statements were lies.

Caridad Izquierdo spoke regarding what has been stated by the Commission and the concession stand was closed. She stated that the community center and concession should be inclusive and not only for the Jewish community. She spoke regarding the limited lifeguards and would encourage them to add additional lifeguard stations and lifeguards.

Robert Fisher spoke regarding infrastructure and the demolition of certain trees. He spoke regarding cement trucks going by his house. He spoke regarding security at schools with intruders.

Eliana Salzhauer stated that when items are not put on the agenda and are walked on it is not the right thing to do. She spoke about how special this community was when she moved in and how much it has changed since then and that Surfside is dying slowly with everything that's going on.

Jordan Wachtel brought attention to the security and the light on Collins and 93rd is too short and the light should be longer to allow people to cross. He spoke regarding Harding and 93rd and 94th, the kids are pretty much on the street crossing. He appreciates the Commission and do not take it personal when they get attacked. He was insulted by a previous Commissioner from being attacked and thanked them for having a calm meeting. Victor May spoke regarding 96th Street Park and it is important for this park to get constructed. He spoke regarding undergrounding. He spoke regarding solar panel installation and the water rates are too high.

Horace Henderson spoke regarding the pedestrian walkway on 93rd Street and need to be changed to allow people to cross the street. He stated that decorum is not suppression.

Joel Thieme spoke regarding the new hotel coming to Town and his concern is that the developer is from New York City and they have a terrible reputation and there was an attorney general opinion that did not allow them to build for several years in New York. He asked for the Commission to keep an eye out on this developer.

Mandyf Davonpour thanked the Commission for keeping decorum and would like to get through the items. She spoke regarding safety and homelessness. She spoke regarding the street ends on 94th Street and would like more police cars there due to suspicious activity. She spoke regarding the many racoons in Town and maybe have a relocation program. She spoke regarding walkability.

Gerardo Vildostegui asked the Commission to not let go of the irregular things that took place in the past. He spoke about discrimination in Town.

Eli Ginsburg spoke regarding inclusion and read a comment made by someone in the public criticizing him. He stated that orthodox Jews are under attack in Surfside.

George Kousoulas spoke regarding the brochure. He stated that this commission is a republic form of government, they legislate and make laws. He stated that most of what they hear is preference. He spoke regarding the commission being bullied for doing their job. He stated some are being misled because some individuals have a hidden agenda.

Clara Diaz Leal spoke about respect among all of them and they want the same things like walkability.

Mayor Danzinger closed good and welfare.

Commissioner Landsman responded to the comments made by the residents. He stated that they do listen. He stated that 96th Street Park will break ground this fall. He stated that they are putting the time and effort to take care of issues in the Town. He addressed the comments made by Ms. Diaz-Leal and each one of them have their own opinions and are respectful and thoughtful in their discussions.

Commissioner Meisheid responded to the comments made by the speakers. She discussed that they are working on the walkability project and the time on the lights for crossing the streets.

Vice Mayor Rose clarified that they never discussed a garage, but the Bal Harbor garage being built. He spoke regarding the parks. He addressed the different comments made. He stated that the Commission and himself support their Town Attorney and a former Commissioner who is here has been trying to get rid of the Town Attorney because they are not obtaining the result they want. He spoke regarding the misrepresentation of information being brought up by a former Commissioner because she wants to recall them. He spoke regarding inclusiveness in the Town.

Mayor Danzinger spoke regarding misinformation that is being placed on NextDoor and Facebook. He stated that to avoid any sunshine law violations, they are not allowed to go on NextDoor or Facebook and address the misinformation comments being posted. He spoke regarding lifeguard stands. He addressed the other comments made by the residents. He stated that they stand with their Town Attorney and their firm.

7. Town Manager and Town Attorney Reports

7A. Town Manager's Report - Andrew Hyatt, Town Manager

Town Manager Hyatt provided an update on his Town Manager's report to include the upcoming projects. He wanted to show appreciation to the Parks and Recreation Department staff since this month is Parks and Recreation month.

Mayor Danzinger asked for an update on DVAC.

Town Manager Hyatt stated that he met with Commissioner Meisheid and some of the staff members to see how to proceed.

Commissioner Meisheid stated that they met and scheduled dates to follow up.

Mayor Danzinger spoke regarding signage and dogs on the beach.

Commissioner Meischeid asked if there will be a fine.

Town Manager Hyatt stated that there will be a fine.

Town Manager Hyatt stated that they ordered some signs and will do another education program.

[2022-07 July Town Manager's Report.pdf](#)

7B. Town Attorney Report - Lillian M. Arango, Town Attorney

Town Attorney Arango provided an update on her Town Attorney's report. She spoke regarding the number of resolutions and ordinances. She spoke regarding the Shannon Gallagher appeal and the information. She stated that the developer and Town filed objections to the petition.

Mayor Danzinger asked regarding the FAA lawsuit.

Town Attorney Arango stated that they have not received any information from the Court and she will keep them informed.

Mayor Danzinger asked regarding the beach chair litigation and the Solimar lawsuit.

Town Attorney Arango addressed the comments made by Mayor Danzinger on the litigations.

Town Manager Hyatt wanted to clarify that DVAC did not meet but only staff members.

[3L13059-Town Attorney Report July 12, 2022.DOCX](#)

8. Unfinished Business and New Business

9. Mayor, Commission and Staff Communications

9A. Update on Improving Walkability and Pedestrian Safety within Residential Area - Andrew Hyatt, Town Manager

A motion was made by Vice Mayor Rose for purposes of discussion, seconded by Commissioner Meischeid.

Public Works Director Gomez introduced the item and provided an overview.

Vice Mayor Rose stated that they will have special meetings to continue the discussion items during that meeting at 5:00 p.m. He stated he would like to move the rest of the discussion items to the next meeting.

Mayor Danzinger stated that items 9A, 9B, 9E, 9F, and 9G of the discussions items to be moved to the next meeting.

Item to continue to be discussed at the August 9, 2022 Town Commission Meeting.

9B. Turtle Friendly Lighting on the Beach Walking Path within Dune Limits and Reviewed Options for Implementation - Andrew Hyatt, Town Manager

Town administration is seeking Town commission discussion regarding the current pilot program implementation and for Town commission to provide recommendation on how to proceed.

Item to continue to be discussed at the August 9, 2022 Town Commission Meeting.
[Turtle Friendly Lighting on Walking Path Pictures](#)

9C. Month of June to be Declared Pride Month - Vice-Mayor Rose

To Pass a resolution for the Town of Surfside to declare the month of June Pride Month and to have the flag fly for the month of June moving forward in the town of Surfside

Vice Mayor Rose presented the item and stated that the pride flag flew for the first time last year. He stated the importance of having a flag policy and he would like to acknowledge that June is pride month. He would like to have the Commission pass a resolution to honor Pride month and to fly the Pride flag during Pride month for 14 days out of the month in June over the turtle walk.

A motion was made by Vice Mayor Rose to direct the Town Attorney to do a resolution for the month of June for Pride Month, seconded by Commissioner Meisheid.

Mayor Danzinger opened public comment.

The following individuals from the public spoke:

Gerardo Vildostegui spoke regarding honoring pride month and this is the only resolution they needed to raise the flag.

Eliana Salzhauer stated she supports the resolution for pride month.

Joel Thieme spoke regarding pride month and the importance of inclusion.

Clara Diaz Leal spoke in support of this resolution

Yael Baesh spoke against the resolution and it is an expression of sexuality and it is not right.

Mandyf Davoudpour stated that they have been speaking about this for over 2 hours and suggested to do something for the whole year as showing we are one Surfside.

Marisol Krasdin spoke in support of the resolution.

Madeline Noble spoke in support of the resolution.

Eli Ginsburg stated tonight is the Hebrew anniversary of the CTS collapse and stated if they are going to designate a month for the victims and families of CTS collapse and those heroes and first responders. He would like to have the entire month of June for Surfside first responder hero month.

George Kousoulas stated that the recognition is needed and stated that the Commission speaks through this resolution and the importance of this resolution.

Mayor Danzinger closed public comment.

Vice Mayor Rose thanked everyone for their comments. He stated that this

Commission does listen but does not agree with everyone but does not mean they do not listen. He stated this is to celebrate Pride Month.

Commissioner Landsman asked if the flag can be brought up at the next meeting. He stated he would like to bring the flag into the equation and it is an important issue. He agrees to bring a resolution declaring June Pride Month.

Commissioner Meisheid also supports June to be Pride Month.

Mayor Danzinger stated that a request was made by a resident to fly a flag. He stated that at the June commission meeting he moved forward with a resolution for those first responders that worked at the CTS collapse and wanted that resolution to be the only one.

The motion carried with a 4-0 vote with Commissioner Velasquez absent.

9D. Town Policy on Flying Flags - Andrew Hyatt, Town Manager

Town Administration and Town Attorney are seeking guidance on a Town policy on flying flags.

Town Attorney Arango read the memorandum in the item into the record. She spoke regarding the options stated in the memorandum. She stated that it would be helpful to have a written policy. She reiterated the options in the memorandum.

Mayor Danzinger opened the floor to public comment.

The following individuals from the public spoke:

Eliana Salzhauer spoke about the importance of this issue and frustrated this is on the agenda.

Gerardo Vildostegui spoke regarding the misunderstanding of the issue and there is no reason why there should be a policy.

Brian Bey spoke regarding inclusion and allowing the pride flag to be flown.

Eli Ginsburg stated that it had never been flown except last year. He stated that the only time it was flown was last year. He stated what is the limit with whichever option is chosen. He stated at what point does this government body stop flying different flags and spoke regarding the different flags.

Mandyf Davoudpour stated this is not about the flag. She stated she does not want to waist time and it is a decision that should be made by the Commission. She stated that the only flag that should be at any public government building should be the US flag. She stated that anyone can fly whatever flag they want on their own private property. She stated that the Town Attorney is amazing and there is no need of disruption.

Yael Bresh stated that the LGBTQ flag should not be flown because it totally opposes the Judea and the bible and it contradicts what is religious and values. She stated that the values of the LGBTQ is only to promote sexuality.

Chana Danzinger stated that it is not about anti pride, it is about choosing an option. She stated that if it is about flying a flag, she read all the flags per month that should be flown.

Ben Jacobson spoke regarding inclusion that everyone speaks about and the anti

hate item that was on a prior commission meeting with the prior commission. He spoke regarding the history of the American flag and that is the flag that needs to be flown.

Ryan Mermer spoke regarding the American flag being the sign of unity and thought. Jeffrey Platt stated that what was said is the most bigot statements by the orthodox community but to bring that into a government meeting is wrong.

Rabbi Menachan Kaul refuted the statement made by Mr. Platt stating that the orthodox community has an issue with gay people and what they are stating is that the Jewish and Christian bible is garbage. He stated that everyone has the right to their opinions. He stated that the religious families have the right what messaging their children are open to.

Jordan Wachtel rebuffed with what was stated. He stated that he has an uncle and brother who are orthodox Jewish and gay and believes that flying any other flag opens up the door to other flags being flown. He spoke about past actions by the prior commission.

Mayor Danzinger closed public comment.

Commissioner Landsman stated that this item is about a flag policy in the Town. He stated that this was not discussed in May and spoke regarding last year being the first year and it was a Town Manager action by a request by the previous Vice Mayor. He appreciates the comments on both sides. He stated the community is very diverse. He spoke regarding the options and he will support option 1 and asked Town Attorney Arango for a mechanism on how to address the requests coming in from the community.

Commissioner Meischeid stated she also did some research and what the neighboring communities do. She is in agreement with Commissioner Landsman in staying with the three government flags.

Vice Mayor Rose stated that personally he is supportive of the pride flag but they need to set policies and not act out of emotion and making statements to make the Mayor look bad. He stated that he would like to see an outlet where there would be 200-300 signatures of residents that can be verified, they could then fly certain flags, it would come to the Commission to fly the flag. He stated it is unfortunate it got to this. He stated that a former commissioner had two years to set a policy.

Commissioner Landsman clarified with the Town Attorney that option 1 gives them the ability to fly other flags.

Town Attorney Arango stated that option 1 gives the government the option to fly the flag that is a government flag and it is on a case by case.

Commissioner Landsman stated that is why option 1 gives them the opportunity to fly the pride flag in June and for the Commission to have the control.

Town Attorney Arango stated that it would be up to the elected body to determine. She went over the options again and what the difference between them are.

Commissioner Meischeid stated if she only wants the 3 government flags would it be

option 1.

Town Attorney Arango stated that would be option 1 and you can limit it to the three flags or you can choose which flags you choose to allow to fly. She stated that option 2 is not government speech but private expression on the flag pole and option 3 is open to any expression.

Mayor Danzinger stated that they were approached by one resident and were given three options and reiterated the options. He provided an email from a reporter regarding requests from offensive organizations. He stated there is a movement that are looking for chaos and that is why they have requested to come up with a policy and that is why this has been brought up. He spoke regarding a letter he received from a Cuban resistance and it becomes tricky when you are in government without offending you residents. He stated to leave the government flag poles the way they have been for decades.

Commissioner Landsman asked if they choose option 1 they can limit it to a specific flags.

Mayor Danzinger spoke regarding bringing a resolution and they can stand behind an item. He stated that in June he opened up the meeting recognizing Pride Month and Juneteenth. He would like to leave it for government flags.

A motion was made by Commissioner Meisheid to keep the government flags on the poles, seconded by Mayor Danzinger. The motion tied with a 2-2 vote and motion fails.

Mayor Danzinger asked if the flags are to be flown at the Community Center of Town Hall.

Vice Mayor Rose stated in the Community Center and would like to have a policy.

Commissioner Landsman asked if they have to determine which flag pole.

Town Attorney Arango stated that they can choose which flag pole and spoke regarding the petition process.

A motion was made by Commissioner Landsman to go with option 1 with a mechanism as written to allow that they will need 300 signatures for other flags as government speech to be approved by the Commission on a case by case basis on the flag pole at the Community Center, seconded by Vice Mayor Rose. The motion tied with a 2-2 vote and motion fails.

Mayor Danzinger stated that he is open to other flag poles in Town that can be used.

A motion was made by Vice Mayor Rose for flying the flags or banners on the lamp posts on government property on the Turtle walk with a 300 verifiable signatures with the Commission approval and the cost will be up to the applicant to pay for those signatures to be verified, seconded by Commissioner Landsman. The motion tied with a 2-2 vote and motion fails.

Vice Mayor Rose stated that is why it is important for all Commissioners to show up to the meetings.

9E. Upgrade to Surfside Street Signs - Shlomo Danzinger, Mayor

To direct the town manager to report back at the August meeting with options and costs for upgrading the street signs throughout Surfside.

Item to continue to be discussed at the August 9, 2022 Town Commission Meeting.
[Surfside Street Sign Upgrade.pdf](#)

9F. Discussion to Hold a Public Forum Regarding the New Laws Affecting Condominiums and HOA's. - Commissioner Marianne Meisheid

Direct Town Administration to coordinate and host a Town Hall discussion forum to educate and discuss the new laws pertaining to Condominium and HOA's.

This forum will be for the members of the community, elected officials, and legislators.

Item to continue to be discussed at the August 9, 2022 Town Commission Meeting.
[City of Aventura.PNG](#)

Beach Chairs

Item to continue to be discussed at the August 9, 2022 Town Commission Meeting.

10. Adjournment

A motion was made by Vice Mayor Rose to adjourn the meeting at 12:34 a.m., seconded by Commissioner Meisheid.

Accepted this _____ day of _____, 2022.

Shlomo Danzinger, Mayor

Attest:

Sandra N. McCreedy
Town Clerk



MEMORANDUM

ITEM NO. 3B.

To: Honorable Mayor, Vice-Mayor and Members of the Town Commission
From: Sandra McCreedy, MMC, Town Clerk
Date: August 9, 2022
Subject: **Committee and Boards Minutes**

[05-02-2022 Tourist Board Meeting Minutes.pdf](#)

[05-16-2022 Parks and Recreation Committee Meeting Minutes.pdf](#)



Town of Surfside

**TOURIST BOARD MEETING
MINUTES**

**9293 Harding Avenue, Surfside, FL 33154
Commission Chambers
May 2, 2022– 5:30 p.m.**

Opening Items:

1. Call to Order/Roll Call

The meeting was called to order at 5:33 p.m.

Present: Board Member Lisa Herman
Board Member Eli Tourgeman
Board Member Diana Gonzalez
Board Member Ben Jacobson
Board Member Ezequiel Singer

Absent: Mayor Shlomo Danzinger

Also Present: Andrew Hyatt, Town Manager
Daniela Cimo, Town Attorney
Frank Trigueros, Acting Community Services & Public
Communications Director

2. Agenda and Order of Business

3. Attendance and Decorum – Board Member Eli Tourgeman

Board Member Tourgeman welcomed the new members of the Board and stated that he is happy to see this Board complete. He stated that what is even more important is having proper decorum and spoke regarding the issues that took place in the last 2 years in the Town Commission. He wanted to make sure that decorum is followed and for this Board to become familiar with the decorum statement.

He stated that one issue they had with the past Board was attendance which caused meetings to be cancelled for lack of quorum. He spoke about the importance of being mindful of attendance in order for meetings to move projects forward.

Town Manager Hyatt provided a message from Mayor Danzinger since he was unable to attend the meeting due to a scheduling conflict and read the Mayor's message.

Board Member Jacobson spoke regarding the Tourist Board's budget wanting to make sure that this Board does not operate the way the Town Commission did in the past, and utilizing the budget to help build a great Surfside.

4. Appointment of Chair

Board Member Tourgeman stated that he was interested in being Chair.

Board Member Herman stated that she was interested in being Chair.

Board Member Gonzalez stated that she was interested in being Chair.

A motion was made by Board Member Tourgeman to appoint himself as Chair of the Tourist Board, seconded by Board Member Jacobson. The motion carried with a 5-0 vote.

5. Appointment of Vice Chair

Board Member Herman stated that she was interested in being Vice Chair.

Board Member Gonzalez stated that she was interested in being Vice Chair.

A motion was made by Chair Tourgeman to appoint Board Member Jacobson as Vice Chair of the Tourist Board, seconded by Board Member Jacobson. The motion carried with a 3-2 vote with Board Member Herman and Board Member Gonzalez voting in opposition.

6. Approval of Meeting Minutes: March 7, 2022

A motion was made by Board Member Herman to approve the March 7, 2022 Tourist Board Meeting Minutes, seconded by Vice Chair Jacobson. The motion carried with a 5-0 vote.

7. Resort Tax Collection and Vacancies Report

Acting Community Services & Public Communications Director Trigueros provided an update on the item. He pointed out noticeable increases in both the Accommodations and Food and Beverage categories highlighting strong percentage increases compared to pre pandemic 2019.

When speaking about incoming businesses, Chair Tourgeman stated that a jewelry store would be opening next to the new Dominos Pizza.

Board Member Gonzalez praised the recent Jazz On The Beach event adding that she would like to see more of those types of events.

Chair Tourgeman commented on the different events he requested the previous season including Jazz On The Beach.

Acting Community Services & Public Communications Director Trigueros commented on the success of the jazz event, noting it was thoroughly enjoyed by all.

8. Tourism FY 2021 2022 Status Update

Acting Community Services & Public Communications Director Trigueros provided an update on the item which covered the current budget and special events held so far.

Chair Tourgeman encouraged the Board to bring ideas for different activities. He stated that the activities are generated by their ideas and what the public would like.

Board Member Singer asked if we have demographics of individuals that are being targeted for visiting Surfside.

Acting Community Services & Public Communications Director Trigueros stated that they do not have recent research, but they do have data from 2019 in addition to informal conversations with the hotels. He stated that he would send the previous research documents to the Board.

Vice Chair Jacobson spoke about offering different existing activities on a more consistent basis wondering if staff has the bandwidth to expand series like Third Thursdays.

Acting Community Services & Public Communications Director Trigueros stated that they use event production vendors like Ms. Liss and if facilities are taken care of, they can likely work to add events, but they must make arrangements with the event producer.

Vice Chair Jacobson suggested a variety of events.

Board Member Gonzalez suggested a combination of musical events that will be a fit for everyone.

Chair Tourgeman provided an idea of possibly having a sculpture event as well as Shakespeare on the Beach.

Vice Chair Jacobson stated that if they need funding for additional staffing to advise the Board in order to get these events in place.

Discussion took place among the Board Members regarding the different activities and ideas on the beach as well as possibly having multiple events.

Acting Community Services & Public Communications Director Trigueros advised the Board regarding the new turtle sculpture and gave the Board an update on the shipment of the accompanying sign which has been delayed.

Chair Tourgeman asked Acting Community Services & Public Communications Director Trigueros to provide an update on the turtle sculpture.

Acting Community Services & Public Communications Director Trigueros provided an overview and update of the turtle sculpture to the newly appointed Board Members.

Board Member Singer asked if there will be an official event for the turtle sculpture.

Acting Community Services & Public Communications Director Trigueros stated that there will be an unveiling event but he will wait until they have a confirmed date for the signage before working on the launch event.

Chair Tourgeman wanted to make sure that the current and former Board Members were invited to the launch, and that the previous Tourist Board was mentioned in the signage given that they sponsored the project.

Acting Community Services & Public Communications Director Trigueros gave a recap of the previous years as it pertains to the budget. He spoke about different ideas that will be coming to future meetings and encouraged the Board Members to think of what they would like to see happen. He added that the pending media budget could be best saved for late summer given the sad events that will be taking place over the coming months with the one-year-anniversary of the building collapse.

Vice Chair Jacobson stated that from the tourism side they should recognize those that came to help during the collapse and honor those that came out to help and add it to CTS anniversary.

Acting Community Services & Public Communications Director Trigueros spoke about business district incentives and providing offers to residents.

Chair Tourgeman provided an overview to the newly appointed members regarding a suggested coupon book.

Board Member Gonzalez stated that some individuals requested discounts and asked for clarification. She stated that residents should also have the same benefits as tourists.

Chair Tourgeman stated that they need to keep in mind that the activities are geared towards tourists.

Vice Chair Jacobson stated that this Board cannot give residents discounts given the Resort Tax contributions.

Chair Tourgeman stated that they cannot have activities strictly for residents. The activities they sponsor must be open to all.

Acting Community Services & Public Communications Director Trigueros added initiatives should be open to all, after all, many patrons on Harding Avenue come from other parts of Miami. He explained that the Board sets the Tourist Bureau budget for marketing and special events, but they cannot budget for broad Town initiatives beyond that scope. However, they can certainly make official recommendations to the Town Commission as a Board.

Board Member Gonzalez stated that she would like to see more music on the beach. She recommends having at least six music events a year.

Chair Tourgeman reiterated the importance of bringing forth ideas to the Board.

Board Member Singer asked regarding the promotion of events on the tourist side and how do they measure the success of the event.

Acting Community Services & Public Communications Director Trigueros addressed the comments made regarding the events from the Board members pointing to social media engagement and estimated attendance. He spoke regarding the upcoming classic car event which like Jazz On The Beach, is new this year.

Chair Tourgeman spoke regarding the events, advertising and marketing the events.

Acting Community Services & Public Communications Director Trigueros spoke regarding the marketing and advertising of the events including paddeltopia.

Board Member Herman asked if the budget for photo and media is for new things and ideas.

Acting Community Services & Public Communications Director Trigueros stated that the photo/video budget line item is for new assets for the new visitor website which will be in the works later this fiscal year.

Board Member Singer added that he wanted to familiarize himself further with the materials presented and current budget before coming back with new recommendations for next fiscal year at the June meeting.

Acting Community Services & Public Communications Director Trigueros added that all content creation had be brought in house over the last few years and that all work seeks to portray Surfside as a luxury, family-friendly destination with its own identity compared to surrounding areas.

9. Uptown Beachtown Tourism Slogan

Chair Tourgeman spoke regarding the different slogans from the past like "Simply Surfside" and believes it is important with this new Board to start thinking if they want to keep, omit or redo the slogan.

Acting Community Services & Public Communications Director Trigueros stated that they do not necessarily have to have a slogan and it is up to the Board. He stated that he included some of the presentation from the past when it was first introduced and the concept behind it.

Essentially, Uptown Beachtown captured the duality of Surfside as a destination. Approachable luxury. Upscale, but relaxed.

Board Member Gonzalez stated that many do not know about the slogan and she herself was unaware of it.

Further discussion took place regarding the slogan.

A motion was made by Vice Chair Jacobson to keep the current Uptown Beachtown tourism slogan, seconded by Board Member Gonzalez. The motion carried with a 5-0 vote.

10. Third Thursdays 2022 Series Recap

Acting Community Services & Public Communications Director Trigueros provided an update on the item.

Sara Liss, Friday Beach Community Organization, provided a recap of the Third Thursdays events highlighting successes and covering each theme.

Vice Chair Jacobson thanked Ms. Liss for her work and he asked if she would have the capability of making the series monthly year-round.

Ms. Liss stated that if this Board desires more, she would need to know how many dates and the scale and budget available, so she could plan accordingly.

Board Member Herman asked how many First Fridays events will be held this year.

Ms. Liss stated that there are three scheduled. She explained how the event series first came about during a time when Third Thursdays were the only events. She stated that the Town can determine how many block parties they want, but that the extreme heat is something to be mindful of and it also makes beach events more appealing.

Vice Chair Jacobson asked about block parties on the beach.

Ms. Liss suggested the possibility of Third Thursdays in the fall.

Chair Tourgeman stated that they tried it in the past, but November and December dates were unsuccessful given so many holidays.

Chair Tourgeman acknowledged the attendance of Town Manager Hyatt and Town Attorney Cimo.

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

No public comments.

Board Member Gonzalez asked regarding events for the future and suggested having different selections of vendors.

Acting Community Services & Public Communications Director Trigueros explained that at the next meeting they can determine what events they want and then discuss the budget. He also stated the success with the vendors they have been using.

Board Member Herman asked regarding paddeltopia.

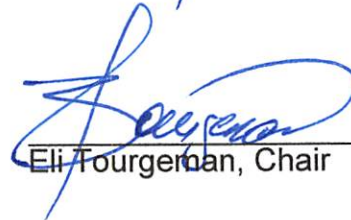
Acting Community Services & Public Communications Director Trigueros stated that they are working on paddeltopia.

12. Adjournment

There being no further business to discuss before the Tourist Board, Board Member Gonzalez made a motion to adjourn the meeting at 7:02 p.m., seconded by Vice Chair Jacobson. The motion carried with a 5-0 vote.

Respectfully submitted:

Accepted this 11 day of July, 2022.



Eli Tourgenan, Chair

Attest:



Evelyn Herbello
Deputy Town Clerk



Town of Surfside

**PARKS & RECREATION COMMITTEE
MEETING**

MINUTES

May 16, 2022 at 7:00 p.m.

Surfside Community Center

9301 Collins Avenue, Surfside, FL 33154

1. Call to Order/Roll Call

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

The following were present: Committee Member Retta Logan
Committee Member Frank MacBride, Jr.
Committee Member Marta Olchyk
Committee Member Becky Manuel

Absent: Committee Member Christopher Cook
Town Manager Andrew Hyatt (Attending another meeting)

Also, present: Commission Liaison Vice Mayor Jeff Rose
Tim Milian, Parks and Recreation Director
Evelyn Herbello, Deputy Town Clerk
Commissioner Marianne Meisheid

2. Agenda and Order of Business

3. Committee Member Introductions

All Committee Members themselves to the Committee and public.

4. Appointment of Chair

A motion was made by Committee Member Manuel to nominate Committee Member Logan as Chair, seconded by Committee Member Olchyk. The motion carried with a 4-0 vote with Committee Member Cook absent.

5. Appointment of Vice Chair

A motion was made by Chair Logan to appoint Committee Member MacBride as Vice Chair, seconded by Committee Member Manuel. The motion carried with a 4-0 vote with Committee Member Cook absent.

6. Approval of Minutes:

- February 28, 2022 Parks and Recreation Committee Meeting

A motion was made by Vice Chair MacBride to approve the February 28, 2022 Parks and Recreation Committee Meeting Minutes, seconded by Committee Member Olchyk. The motion carried with a 4-0 vote with Committee Member Cook absent.

7. 96th Street Park Update

Parks and Recreation Director Milian provided an update on the project. He stated that the RFQ will be out and in 45 days they can select a construction company.

Chair Logan asked if it has to go back to the Commission.

Parks and Recreation Director Milian stated that a special meeting can be held to expedite the project.

Chair Logan stated it puts them at the end of July.

Parks and Recreation Director Milian stated that they could have a special meeting in July and spoke regarding the CTS event coming up.

Committee Member Manuel asked if it is a phased construction or if the park will be closed.

Parks and Recreation Director Milian stated it will be closed and the project will take about 12 to 18 months and gave the update he provided in the past. He also spoke regarding the soccer program and they are in the process of negotiating a contract for a rental fee to use the other facilities.

Committee Member Olchyk asked what will happen with the employees.

Parks and Recreation Director Milian stated that the employee impact will be minimal and they will have staff at Normandy for their soccer program. He stated that it will impact their Halloween event and provided an update on the programs that will be affected with the construction of the park.

Committee Member Olchyk asked to make sure that the park will be roped off in order to make sure there is no liability.

Parks and Recreation Director Milian stated that it will be roped off.

Commission Liaison Vice Mayor Rose stated that the street will be shut down as well.

Committee Member Manuel asked what the two-story building will consist of.

Parks and Recreation Director Milian explained what the building will consist of and what each floor will house. He provided Committee Member Manuel a summary of the project. He also advised Committee Member Manuel that the information is also on the Town's website.

8. Public Comments - (2-minute time limit per speaker)

The following individual of the public spoke:

George Kousoulas asked regarding the procurement and RFQ process.

Parks and Recreation Director Milian answered the questions from Mr. Kousoulas.

Chair Logan also spoke regarding the ground breaking.

Commissioner Meischeid stated that she just wanted to be kept informed and active.

Vice Chair MacBride provided some input for Commission Liaison Vice Mayor Rose to take to the Commission. He spoke regarding having a volleyball court.

Parks and Recreation Director Milian stated that they have discussed that idea and provided his input and idea of location. He stated that unfortunately the green space is not feasible because they would have to do away with a program.

Commission Liaison Vice Mayor Rose suggested a temporary court on the beach.

Parks and Recreation Director Milian discussed the green space and it would take up a large portion of that space.

Vice Chair MacBride spoke regarding the rust on the pool slide.

Parks and Recreation Director Milian stated that every two years they have a structural engineer that comes out to perform an inspection. He stated that then the State comes out to perform their own inspection. He stated that they do maintenance on a routine basis.

Vice Chair MacBride discussed street end and how can they make them into parks since now they are allowing fishing.

Parks and Recreation Director Milian stated that they have placed in the budget two possible kayak launches at the street ends.

Vice Chair MacBride spoke regarding the docks and is this something that the Town could put at the street ends. He provided an example of the Town having docks that can be rented.

Commission Liaison Vice Mayor Rose provided an explanation as to the size and the percentage for the size of the docks.

Parks and Recreation Director Milian stated that will create a parking issue on that street end.

Vice Chair MacBride provided different locations where boats are parked in the Town.

Vice Chair MacBride asked regarding summer camp scholarships and the high school scholarship.

Parks and Recreation Director Milian stated that they are doing the summer camp scholarship. He stated that the high school scholarship has already been sent out and they have received two applicants. He also spoke regarding the car show.

Vice Chair MacBride asked regarding the property across the street from the Tennis Court.

Parks and Recreation Director Milian stated that it is private property and it has been sold. He also stated that there is a possible budget item for a two-story building to include pickle ball at the tennis center.

Commission Liaison Vice Mayor Rose spoke regarding another property that would be great for a tennis court.

Parks and Recreation Director Milian spoke regarding what was discussed in the past of having a possible skateboard park and gave a history of that idea.

Vice Chair MacBride asked if precast walls on a home could be used for commercial properties.

Commission Liaison Vice Mayor Rose stated that they could be used for commercial and residential properties.

Further discussion took place among the Committee Members and staff regarding the tennis center and to house the pickle ball court on top.

Committee Member Olchyk asked regarding the bollards and what is the issue.

Parks and Recreation Director Milian stated that there have been many vehicles that have grazed it.

Committee Member Olchyk asked regarding painting the doors inside the community center.

Parks and Recreation Director Milian stated that they were painted 6 months ago and they will be painted again in the Fall.

Committee Member Manual asked if they are able to have a virtual library program.

Parks and Recreation Director Milian stated that the Tourist Board tried renting a kindle inhouse and it did not work. He also addressed the question regarding the library.

Further discussion took place among the Committee Members and staff regarding a library and where the library used to be housed and receiving reciprocity with Miami Dade County.

Mr. Kousoulas addressed the different comments made by Vice Chair MacBride as it pertains to precast and structural conversions.

The following individual from the public spoke:

Gerardo Vildostegui spoke regarding street end parks and not restrict it to kayak launches.

Vice Chair MacBride addressed the comments made by Mr. Vildostegui.

Commission Liaison Vice Mayor Rose asked Parks and Recreation Director to discuss the new items that are being put into the new budget as well as beach chairs and umbrellas for residents.

Parks and Recreation Director Milian discussed the items that are being brought up in the new budget.

Further discussion took place among the Committee Members and staff regarding the new items that are in the new budget cycle.

9. Summer Meeting Dates (June, July and August):

Parks and Recreation Director Milian addressed the upcoming meetings and late June will be very busy and July 4 is very time consuming. He would prefer to meet in July and skip June.

Consensus was reached not to have a meeting in June due to many Committee Members going on vacation.

Consensus was reached to have the next meeting July 18, 2022.

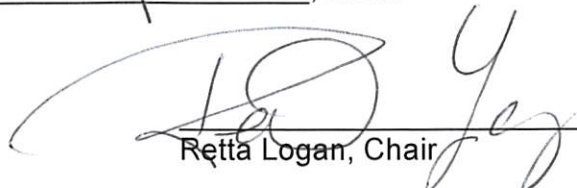
Consensus was reached to have the August meeting August 15, 2022.

10. Adjournment

A motion was made by Vice Chair MacBride to adjourn the meeting without objection at 8:06 p.m. The motion received a second from Committee Member Olchyk. The motion carried with a 4-0 vote with Committee Member Cook absent.

Respectfully submitted:

Accepted this 18 day of July, 2022.


Retta Logan, Chair

Attest:


Evelyn Herbello
Deputy Town Clerk



MEMORANDUM

ITEM NO. 3C.

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

From: Andrew Hyatt, Town Manager

Date: August 9, 2022

Subject: **Approving a Project Agreement with Nova Consulting, Inc. to Provide Professional Design Services for the Collins Avenue Water Main Replacement Design Project. Authorizing the Expenditure of Funds in the Fiscal Year 2023 Budget**

Town administration is seeking authorization to expend funding in Fiscal Year 2023, contingent upon budget approval for Nova Consulting to provide design and permitting services for the proposed partially grant funded Collins Avenue Water Main Design Phase project

The Town of Surfside was awarded a Resilient Florida grant for the design phase of the replacement of an aged water main on Collins Avenue that is past its life span and under service capacity. The grant agreement was approved to be executed during the July 12 2022 General Commission meeting. The matching grant provides a total of \$217,731 contributed by the State with matching funds of \$122,724 coming from the Town. The Town negotiated with Nova Consulting for design services since the firm was competitively procured in 2020 through RFQ 2020-06 Continuing Engineering Services, and is part of the Town's engineering pool. The total cost of the task order per Nova Consulting proposal dated June 22 2022 is \$340,455.76. Nova Consulting currently provides the Town water and waste water engineering retainer services.

[Reso Approving a Project Agreement Nova Consulting for Design Services Collins Avenue Water Main Replacement Design Project.docx](#)

[CSA Project Agreement Nova Consulting Collins Water Main Design.DOCX](#)

[Nova Consulting Scope of Services Proposal Dated June 22 2022](#)

RESOLUTION NO. 2022-_____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING A PROJECT AGREEMENT WITH NOVA CONSULTING, INC. TO PROVIDE PROFESSIONAL DESIGN SERVICES FOR THE COLLINS AVENUE WATER MAIN REPLACEMENT DESIGN PROJECT PURSUANT TO THE CONTINUING SERVICES AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES; AUTHORIZING THE EXPENDITURE OF FUNDS IN THE FISCAL YEAR 2023 BUDGET; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 287.055, Florida Statutes (also known as the Consultants' Competitive Negotiation Act), the Town of Surfside (the "Town") entered into a Continuing Services Agreement with Nova Consulting, Inc. ("Consultant") for professional engineering services and such other services executed by the parties on February 18, 2021 (the "CSA"); and

WHEREAS, in accordance with the provisions of the CSA, the Consultant and the Town have agreed to enter into a specific Project Agreement (the "Project Agreement"), in substantially the form attached hereto as Exhibit "A," authorizing the Consultant to perform professional engineering services, including design, surveying, geotechnical, permitting, and bid support services (the "Services"), for the Collins Avenue Water Main Replacement Design Project (the "Project"); and

WHEREAS, the Consultant's Proposal, attached hereto as Exhibit "B," provides for a scope of services detailing the Services to be provided by the Consultant for the Project, as well as a schedule for performance and compensation for the Services in an amount not to exceed \$340,455.76; and

WHEREAS, pursuant to the CSA, the Town Commission wishes to approve the Project Agreement, in substantially the form attached hereto as Exhibit "A," and the Consultant's Proposal, attached hereto as Exhibit "B," and authorize the expenditure of such funds for the Fiscal Year 2023 and subject to budgetary approval; and

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

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

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

Section 2. Approval of Project Agreement and Proposal. The Project Agreement, attached hereto as Exhibit “A,” and the Consultant’s Proposal, attached hereto as Exhibit “B”, are hereby approved.

Section 3. Authorization; Expenditure of Funds in FY 2023 Budget. Pursuant to the CSA, the Town Manager is hereby authorized to enter into a Project Agreement, in substantially the form attached hereto as Exhibit “A,” for the Services consistent with the Consultant’s Proposal attached hereto as Exhibit “B,” in an amount not to exceed \$340,455.76, subject to the approval as to form and legal sufficiency by the Town Manager and Town Attorney. The expenditure of such funds is authorized for the Fiscal Year 2023 subject to budgetary approval.

Section 4. Implementation. The Town Manager and Town Officials are authorized to take any and all necessary action to implement the Services and the purposes of this Resolution.

Section 5. Effective Date. This Resolution shall be effective immediately upon adoption.

PASSED AND ADOPTED on this 9th day of August, 2022.

Motion By: _____

Second By: _____

Commissioner Fred Landsman _____
Commissioner Marianne Meisheid _____
Commissioner Nelly Velasquez _____
Vice Mayor Jeffrey Rose _____
Mayor Shlomo Danzinger _____

Shlomo Danzinger, Mayor

ATTEST:

Sandra McCready, MMC, Town Clerk

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE TOWN OF SURFSIDE ONLY:**

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



VIA EMAIL

June 22, 2022

Mr. Hector Gomez – Assistant Director Public Works Division
Town of Surfside
9293 Harding Ave
Surfside, FL 33154

Re: Proposal for Engineering Services for the replacement of approximately 5,920 LF of 8-inch pipe with 12-inch piping along from the intersection of Harding Avenue and 87th St., then North along Harding Avenue and east along 88th St. to Collins Avenue (SR A1A) and North along Collins Avenue to 96th St., in Surfside, Florida.

Dear Mr. Gomez:

Nova Consulting, Inc. (**NOVA**) is pleased to submit this proposal for professional engineering services, including Design, Surveying, Geotechnical, Permitting and Bid Support Services, for the above referenced watermain replacement project.

PROJECT DESCRIPTION

The Town of Surfside (**TOWN**) has identified the need to replace approximately 5,900 linear feet of 8-inch cast iron (CI) pipe with 12-inch Polyvinyl Chloride (PVC C-900) pipe from the intersection of Harding Avenue and 87th St., then North along Harding Avenue and east along 88th St. to Collins Avenue (SR A1A), and North along Collins Avenue (SR A1A) to 96th St., Surfside, Florida. Refer to "**Attachment A**" for the watermain replacement corridor and project location.

The existing 8-inch CIP watermain pipe(s) along Collins Avenue (SR A1A) is over 80 years old, and it is reaching the end of its expected service life (of 80 to 100 years). In addition, coastal watermains are impacted by geological and environmental factors, such as saltwater intrusion and operating conditions, which can deteriorate the pipe materials. Oxidated / corroded cast iron pipes can lead to a reduction in capacity by a decrease in internal diameter and potential collapse of pipes.

The project is required to improve water service reliability to consumers. It is also essential to improve the water quality in the area by converting the existing water system from branch to a loop configuration. The loop system will reduce problems associated with water stagnation, minimize adverse reactions with the pipe walls, and provide an alternate water supply point of connection. In addition, the proposed watermain upgrade project will include the installation of new fire hydrants and water service laterals along the Public Right-of-Way, as required. The project will positively impact the community's fire protection system which will enhance its operation and minimize system failures.

SCOPE OF SERVICES

NOVA will provide the **TOWN** with the following services with regards to the replacement of existing 8-inch pipe with approximately 5,920 LF of 12-inch PVC C-900:

Nova Consulting

Mr. Hector Gomez, Assistant Director of PW, Town of Surfside, FL
Collins Ave (SR A1A) Watermain Replacement Project
June 22, 2022
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- Task 1: Project Initiation & Data Collection, Topographic Survey/Soft Digs & Geotechnical Investigation.
- Task 2: Engineering Design & Permitting Services
- Task 3: Bid Phase Support Services

Services during construction, i.e., Engineering during Construction (Review of RFIs, Shop drawings, etc.), Construction Engineering and Inspection and Construction Administration are not included in this proposal and will be added either through an amendment or a separate work order authorization when the project is close to construction.

TASK 1 - DATA COLLECTION, TOPOGRAPHIC SURVEY & GEOTECHNICAL INVESTIGATION

This task includes the project initiation and consists of site investigations, data collection, topographical survey, soft dig coordination, geotechnical investigation, and report. **NOVA** will mobilize a team to perform a site reconnaissance of the site to verify existing conditions.

Task 1.1 – Kick Off Meeting & Data Collection

A kick-off meeting will be coordinated with the **TOWN's** Public Works Division. The purpose of the kick-off meeting will be to confirm the **TOWN's** goals and objectives, identify roles and responsibilities, determine communication protocols for the project team members, identify stakeholders, list critical elements to be evaluated in the conceptual design, discuss the overall project work plan, deliverables, project schedule and milestones.

As part of this task **NOVA** will conduct a site reconnaissance of the site to verify existing conditions and will contact Sunshine One Call and applicable utilities and regulatory agencies. **NOVA** will identify existing utilities utilizing available information collected from the **TOWN** and other utilities.

NOVA will collect and review existing data and relevant available material obtained from the **TOWN** including:

- Confirmation of the pipe route and project boundaries
- As- Built records
- CAD Standard Design Guidelines
- Mapping and GIS layers
- Existing utility information
- Specific tie-in locations and tie-in requirements
- Road moratorium status

Deliverables:

- Kick-off Meeting Agenda and summary (via electronic delivery)
- Existing Utility Documentation Tracking form (via electronic delivery)

Task 1.2 - Land Survey and Sub-surface Exploratory Digs

NOVA will retain the services of a land surveying company (**Longitude, PLS**) to provide a topographic survey of the project in accordance with the State of Florida Standards of Practice for Land Surveying and Mapping for the development of construction plans for the preliminary and final design documents.

The survey will be supplemented, as required, with up to thirty (30) subsurface exploratory digs where utility conflicts have been identified as the design develops. Please refer to “**Attachment B**” for the Topographical Survey Scope of Work and level of effort.

Deliverables:

- The survey will be signed and sealed by a Florida Registered Professional Land Surveyor. The complete Survey shall be provided to the **TOWN** on or before the completion of the 30% Design phase.

Task 1.3 Geotechnical Investigations and Report

NOVA will retain and coordinate the services of a professional geotechnical company, Professional Service Industries, Inc. (**PSI**), to obtain information on the physical properties of soils for the proposed infrastructure construction along the watermain route.

Please refer to “**Attachment C**” for the geotechnical investigation scope of work and level of effort.

Upon completion of the geotechnical investigation, the report will be included as part of the Technical Specifications of the project.

Deliverables:

- The geotechnical investigation and report will be signed and sealed by a Florida Registered Professional Engineer. The final signed and sealed geotechnical report shall be provided to the **TOWN** on or before the completion of the 30% Design phase.

TASK 2 - ENGINEERING DESIGN & PERMITTING SERVICES

NOVA will develop the Construction Documents (Design Plans and Technical Specifications) and submit permitting applications as part of this phase as follows:

Task 2.1 - 30% Design Submittal

NOVA shall prepare “30% Design Documents” for the Project for the review and approval by the **TOWN**. The 30% Design submittal shall consist of plans and other documents illustrating the scale and relationship of project components including:

- 1) Location plan and vicinity map
- 2) Routing showing pipe route options (preliminary pipeline horizontal and vertical alignment)

Nova Consulting

Mr. Hector Gomez, Assistant Director of PW, Town of Surfside, FL
Collins Ave (SR A1A) Watermain Replacement Project
June 22, 2022
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- 3) Identification of existing utilities and tracking table
- 4) Identification of any permanent and temporary easements, if required
- 5) Pipe material selection
- 6) Topographic Site Survey
- 7) 30% Design Submittal drawings (refer to “**Attachment D**” for List of Plans)
- 8) Geotechnical Report
- 9) Identification of demolition and pavement restoration limits
- 10) Identification of valve types and tie-in locations
- 11) Existing and proposed (if any) fire hydrant locations
- 12) Identification of lateral water service replacements and new water meters, as required, within the limits of the Public Right-of-Way (scope of work definition only).
- 13) Location of Tie-Ins to existing water distribution system
- 14) Identification of Utility Conflicts
- 15) Progress Design Schedule (in MS Project format)
- 16) Project AACE Class 3 Opinion of Probable Construction Cost (OPCC) based on the 30% design
- 17) Preliminary Permitting Requirement Matrix (list of controlling agencies of permit requirements)
- 18) List of technical Specifications (Table of Contents).
- 19) Preliminary coordination with regulatory agencies (DERM/FDEP/DOH) for confirmation of variance with respect to horizontal separation with existing sanitary sewer, if required

A 30% Design Review Workshop conference call will be conducted with the **TOWN** once the 30% design has been submitted.

30% Deliverables:

- Provide 30% Design Plans as follows:
 - Two (2) Copies, 24” x 36” Design Plans
 - Four (4) Copies, 11” x 17” Design Plans
 - Preliminary Engineering Report (FER) in PDF and MS WORD format
 - Outline of Technical Specifications
- Route Survey
- Geotechnical Report
- Updated Design Schedule (PDF Format)
- Class 3 Engineer’s Opinion of Probable Construction Costs
- Permitting Matrix in PDF format (via electronic delivery)
- Draft and Meeting Summary of the 30% Design Workshop and presentation

Task 2.2 – 90% Design Submittal

NOVA shall prepare “90% Design Documents” for the Project for the review and approval by the **TOWN**. The 90% Design Submittal will include the following:

- 1) Copy of the **TOWN’s** Comments and Responses from 30% Submittal Review
- 2) Update and finalization of horizontal and vertical alignments
- 3) Updated Technical Specifications using the **TOWN’s** standard specifications. The **TOWN** will provide **NOVA** with this template at the onset of the project.
- 4) 90% Design Submittal drawings (refer to “**Attachment D**” for List of Plans)
- 5) Class 2 OPCC based on the 90% design
- 6) Pavement restoration limits
- 7) Technical Specifications
- 8) Updated Design Schedule and preliminary Construction Schedule and Phasing
- 9) MOT plans, if required for permitting

A 90% Design Review Workshop conference call will be conducted with the **TOWN** once the 90% design has been submitted.

90% Deliverables:

- Provide 90% Design Plans and Technical Specifications as follows:
 - Up to two (2) copies, 24” x 36” Design Plans
 - Four (4) copies, 11” x 17” Design Plans
 - One (1) USB Drive with the electronic files mentioned above (in PDF format)
 - Technical Specifications in Word and PDF format
- Updated Design and preliminary Construction Schedule (PDF and MS Project format)
- Updated Opinion of Probable Construction Cost (in Excel format)
- Permitting applications (draft), including the anticipated permit fees
- Draft and Meeting Summary of the 90% Design Workshop and presentation.

Task 2.3 – Permitting Services

NOVA will prepare the Regulatory Permit Packages and obtain applicable signatures once the 90% submittal (Permit Dry Run Submittals) has been reviewed and approved. Permit fees shall be paid by the **TOWN**.

NOVA will submit the Permit Packages and related permit fees (applicable to each package) to the **TOWN** for signatures and to issue checks to the permitting agencies. **NOVA** will submit the Permit Packages and related permit fees checks to the respective permitting agencies and respond to RFIs the agencies may have. Up to one (1) round of RFI responses and one (1) meeting with the Regulatory Agencies are assumed for budgetary purposes.

Deliverables:

- Permit application packages and log in PDF format (via electronic delivery)
- Responses to Requests for Additional Information (RAIs), if needed- in PDF format (via electronic delivery)

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Mr. Hector Gomez, Assistant Director of PW, Town of Surfside, FL
Collins Ave (SR A1A) Watermain Replacement Project
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Task 2.4 – 100% Design Submittal

NOVA will develop the 100% drawings and technical specifications based on comments from the 90% Design Review and the permitting process. The completed documents will be submitted to the **TOWN**.

Deliverables:

- Copy of the **TOWN's** Comments and Responses from 90% Submittal Review
- Permit documents: Public Works and Waste Management Department (if applicable), MD-RER, Health Department, and applicable building department, FDOT, and approved Construction Plans (if required)
- Electronic copies of the geotechnical report (as provided by others), survey, engineering drawings, construction specifications and calculations (Submit all MS Word, MS Excel, PDFs, CADD files associated with the project)
- Final Design Schedule and Tentative Construction Schedule and Phasing
- Final Opinion of Probable Cost based on the 100% design (in Excel and PDF format)
- Bid Package containing:
 - Approved 100% Construction Plans (Four (4) copies of 24" x 36")
 - Approved 100% Construction Plans (Four (4) copies of 11" x 17")
 - Master Specifications Book (one (1) original unbound and four (4) copies, bound)
 - One (1) USB Drive with 100% Construction Plans (CADD files and PDF format)
 - One (1) USB Drive with Master Specifications Book (Word and PDF format)
 - Front end documents to be provided by the **TOWN**
 - Signed and Seal Geotechnical Report (one (1) copy)

TASK 3 - BID PHASE SUPPORT SERVICES

NOVA will attend one (1) pre-bid conference and collect all questions and requests for additional information.

Deliverables:

- Attendance at pre-bid meeting
- Attendance at mandatory site visit, if required
- Compilation of list of questions during the Pre bid Conference and site visit

The **TOWN** will conduct and complete the Bid Tabulation Evaluations without Nova's assistance.

SCHEDULE

The Design for this project, including the surveying and geotechnical work efforts, are anticipated to be completed in twelve (12) months from Notice to Proceed. Bid Phase is estimated to extend three (3) months after final design. Refer to "**Attachment E**", Design Schedule for additional information.

COMPENSATION

Nova Consulting

Mr. Hector Gomez, Assistant Director of PW, Town of Surfside, FL
 Collins Ave (SR A1A) Watermain Replacement Project
 June 22, 2022
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Nova agrees to provide the above Scope of Services for a lump sum amount of **\$ 340,205.76** as detailed below. Payment requests shall be submitted on a monthly basis based on percentage of work completed.

The engineering fees for the Scope of Services under this work order are listed in the tables below.

Task	Description	Payment Method	Total Fees
1.1	Kick Off Meeting & Data Collection	Lump Sum	\$ 21,379.50
1.2	Topographic Survey + Exploratory Digs	Lump Sum	\$ 90,700.00
1.3	Geotechnical Investigation and Report (PSI)	Lump Sum	\$ 27,529.55
2.1	30% Design Submittal	Lump Sum	\$ 79,366.40
2.2	90% Design Submittal	Lump Sum	\$ 77,674.84
2.3	Permitting Services	Lump Sum	\$ 9,968.44
2.4	100% Design Submittal	Lump Sum	\$ 19,937.79
3.0	Bid Phase Support Services	Lump Sum	\$ 11,399.24
	Sub-Total		\$337,955.76
	Permitting Fees and Reproductions (Reimbursables Allowance)	Reimbursable Expenses	\$2,500.00
GRAND TOTAL			\$ 340,455.76

UNDERSTANDINGS

- **NOVA** will reasonably rely upon the information and data provided by the **TOWN of Surfside (TOWN)**, governmental/regulatory agencies, utilities, or from generally acceptable sources within the industry.
- Technical specifications will be prepared in Word format and will follow the **TOWN's** Standard Construction Specifications.
- Division 1 specifications containing administrative requirements will be provided by the **TOWN**.
- Reproduction and distribution of documents beyond those included in this report will be performed by the **TOWN**.

Nova Consulting

Mr. Hector Gomez, Assistant Director of PW, Town of Surfside, FL
Collins Ave (SR A1A) Watermain Replacement Project
June 22, 2022
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- This proposal assumes that submittal review commentary items that can significantly impact the design plans and technical specifications (i.e., proposed equipment, materials and pipeline alignment/location/features/appurtenances/etc.) shall be provided during the 30% Review. Due to this, significant revisions or addition requests, received after the approval of the 30% submittal, maybe subject to supplemental services that are not included in this proposal.
- The **TOWN** will process, obtain, and provide temporary or permanent easements, as required.
- The **TOWN** will provide all available survey data, record drawings (i.e., As-Builts), and historical information.
- This scope of work does not include Services during Construction, i.e., Engineering during Construction (Review of RFIs, Shop drawings, etc.), Construction Engineering and Inspection and Construction Administration are not included in this proposal and will be added either through an amendment or a separate work order authorization when the project is close to construction.
- The **TOWN** will provide consolidated review comments two (2) weeks after each design submittal.
- Environmental services are not included in this scope of work or fee. Environmental Site Assessments (Phase 1/Phase 2), if required, will be performed, and compensated as a separate effort.
- It is assumed that there is no existing contamination or wetlands within the project limits. Contamination or wetlands mitigation (if any) is not a part of this proposal.
- **NOVA** is only responsible for the safety of its employees and is not responsible for any other third party.
- This proposal excludes public outreach services.
- **NOVA** will provide project information at request of the **TOWN**.
- The presence or duties of **NOVA** personnel at a construction site do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the construction Contract Documents, and any health or safety precautions required by such construction work.
- Bid contract package is the responsibility of the **TOWN**. **NOVA** will assist as part of the Bid Phase services.

EXCLUSIONS

- **NOVA** will not perform easement delineations, prepare legal instruments, including survey, property record searches, sketches and legal descriptions, for the acquisition of any easements, permanent or temporary, for the proposed Water main alignment. It is assumed that the existing easement will be sufficient for the proposed project improvements.
- **NOVA** will not be responsible for legal, land use / zoning / platting, public outreach, or environmental mitigation services.

Nova Consulting

Mr. Hector Gomez, Assistant Director of PW, Town of Surfside, FL
Collins Ave (SR A1A) Watermain Replacement Project
June 22, 2022
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- **NOVA** assumes there is no water distribution and transmission modeling efforts required for the proposed water main replacement project.
- Warranty services are not included in this proposal.
- **NOVA** is not responsible for any delays caused by permitting or regulatory agencies or third parties.
- Attendance and preparation of presentations for public hearings are not included in this scope.
- All Public Outreach services shall be provided by the **TOWN**. Public Outreach services are not included in this scope of work or fee.
- The MOT included in this scope and fee is limited to one (1) selected watermain alignment within the project limits for permitting purposes only. Detailed MOT plans per each phase of construction are not included in this scope of services and fee. Detailed MOT plans shall be developed by the Contractor as part of his/her Means and Methods of construction and MOT permit application. Any additional work will constitute a task revision which will require the **TOWN's** approval in advance.
- **NOVA** will not prepare any landscape plans for any potential areas affected by construction of watermain, water services, or fire line connections.

We trust this proposal is satisfactory to you and we look forward to your prompt approval followed by your issuance of our Notice to proceed. If you have any questions or comments regarding this proposal, please do not hesitate to contact us at (305) 436-9200 or at jprieto@nova-consulting.com.

Very truly yours,

NOVA CONSULTING, Inc.



Juan C. Prieto, P.E.
Sr. Vice President – Operations

Enclosures:

- Attachment A- Project Location
- Attachment B- Surveyor Proposal (Longitude)
- Attachment C- Geotechnical Investigations Proposal (PSI- Intertek)
- Attachment D- List of Plan Sheets

**Town of Surfside, FL
Collins Avenue (SR A1A) Watermain Replacement
Design, Permitting & Bidding Support Scope of Work**

LIST OF ATTACHMENTS

Collins Ave. (SR A1A)

Watermain Replacement Project

Attachment	Description
A	Project Location
B	Topographical & Surveying Services Scope of Work and LOE (Longitude)
C	Geotechnical Investigation – Scope of Work and LOE (PSI)
D	List of anticipated Plan Sheets
E	Project Schedule: Design & Permitting

Attachment A

PROJECT LOCATION

Collins Ave. (SR A1A)

Watermain Replacement Project

- Legend**
- | | |
|-----------------------|---------------------------------|
| Water Features | Water Lines |
| ● Valve | — FH Service Line |
| ◆ Hydrant | — Service Line |
| ■ Meter | — Water Main |
| • Plug | ▭ City Boundary |
| ▸ Reducer | Water Valve ID: WV-01-01 |
| ● Tapping Sleeve | Fire Hydrant Valve ID: FV-01-01 |
| ~ Continuations | Fire Hydrant ID: FH-01-01 |



Town of Surfside Water Utilities

Print Date: 6/5/2018



Attachment A

Attachment B

Topographical & Surveying

Scope of Work & LOE

Collins Ave. (SR A1A)

Watermain Replacement Project

Friday, September 24, 2021

VIA EMAIL: Sbaltodano@nova-consulting.com

Sergio A. Baltodano
 Senior Project Engineer
Nova Consulting
 10486 NW 31st Terrace
 Doral, FL 33172

RE: Surveying and Mapping services for a portion of Harding and Collins Ave. starting 180 feet north of Harding Ave. intersection with 86th St.; northeast on Harding to 88th St.; East on 88th St. to intersection with Collins Ave. north on Collins Ave. to 96th St. Also includes 87th St. from Harding to west R/W of Collins and an Alley intersecting 87th St. coverage extending 155 feet south from centerline of 87th St down Alley.

Dear Mr. Baltodano:

Pursuant to your request for Surveying services for the above-referenced Project, Longitude Surveyors LLC (LS) is pleased to submit the following proposal for your consideration. This proposal is based on EXHIBIT A the limits for Bay Dr., Collins Ave. and Harding Ave. provided by Nova Consulting along with the SURFSIDE Technical Memorandum for the project made a part hereof.

Scope of Work:	LUMP SUM
❖ Establish horizontal and vertical control on Harding and Collins Ave. 6,500-ft. or 1.23 mi. Setting secondary control for an additional 900 feet of sides street surveys. LS will set horizontal control at 1000 to 1400-ft intervals. Benchmarks will be set every 600 to 800-ft. intervals. Datums: NGVD 1929 for vertical and NAD 83/2011 adjustment horizontal.	\$6,800.00
❖ Provide right of way survey based on County and FDOT right of way (R/W) maps and plats for Harding and Collins Ave. Includes side streets.	\$7,400.00
❖ Provide topographic survey according to MDWASD standards R/W to R/W plus five (5) feet outside the R/W lines. Also includes fifty (50) feet on intersecting side streets. Coverage on side streets is measured from PT or PC of curbing or pavement edge on side street.	\$36,000.00
❖ Provide graphically drawn property lines based on found corners and plats. This includes calculation to accurately represent the correct position of property lines without doing a boundary survey for each property.	\$10,900.00
❖ Provide Quality Level "B" Subsurface Utility Engineering (SUE) This will include required 811 ticket and arrowing needed to perform Quality Level "A" services.	\$8,100.00
❖ Provide Quality Level "A" SUE Soft digs at thirty (30) utility impact sites. This Includes maintenance of traffic (MOT) plans permitting through FDOT to perform Soft digs.	\$21,500.00

Survey Limits:

Starting 180 feet north of Harding Ave. intersection with 86th St.; northeast on Harding to 88th St.; East on 88th St. to intersection with Collins Ave.; north on Collins Ave. to 96th St. Also includes 87th St. from Harding to west R/W of Collins and an Alley intersecting 87th St. coverage extending 155 feet south from centerline of 87th St.

Deliverables:

Longitude Surveyors will provide certified pdf surveys with digital backups of the Right of Way and Topographic survey with graphic property lines.



Time Frame

Longitude Surveyors will provide the above services in ninety (90) days from Notice to Proceed. If both Bay Dr. and Collins Ave. are both given NTP at same time it will be one-hundred and twenty (120) days from NTP. These are buisness days

Qualifications:

County and/or Municipality Fees are not included in this Proposal and are the Client's responsibility. Rule of Law: All field and office efforts in connection with this project will be performed in strict accordance with the applicable provisions of the "Minimum Technical Standards for Land Surveying in the State of Florida ", pursuant to Chapter 5J-17 Florida Administrative Code. Requests for service not specifically enumerated in this Proposal will be addressed via separate response. LS will request written approval prior to performing any additional work. All survey work to be done in U.S. feet. Our ability to perform is and will be completely influenced by the Client's ability to make the site available and to eliminate any and all conditions that may interfere with Longitude's ability to furnish services, and weather conditions. LS will require a 24-hour, prior written notice before field work can be performed. This notice should be sent via facsimile or email to Longitude. This Proposal does not include any permit fee nor plans processing fees assessed by the applicable government agency. This Proposal does not include construction inspections or certifications for construction completion. Horizontal control points shall be referenced to the Florida State Plane Coordinate System, North American Datum of 1983 adjusted to original survey adjustment.

A. Payment:

Payment is due after Longitude's completion of the task, and upon receipt of LS's Invoice. It is understood that this Proposal is entered into between Longitude and the Client. LS's failure to strictly enforce any provision in this Proposal shall NOT be construed as a modification or amendment of the Proposal's terms, specifically these payment terms, unless otherwise agreed to in writing by Longitude. LS's receipt of this Proposal, signed by Client, constitutes Client's acceptance of these terms. The Client's signature shall also constitute a notice for Longitude to proceed with its Scope of Services. In the event LS is required to enforce any terms of the Contract, Client agrees to pay to Longitude all reasonable attorneys' fees and costs incurred, whether suit is filed or not, including attorneys' fees on appeal. Past due payments under this Proposal are subject to a 1.5% interest per month. For special consideration, the Client agrees that LS's liability for this Project, irrespective of the cause, shall be limited to the amount of the Professional Fees Client pays to Longitude. Both LS and the Client may terminate this Proposal after ten (10) days written notice, and upon Client's payment to Longitude of all outstanding fees and expenses incurred by LS through the date of such written notice.

I understand and agree by signing below "I APPROVE AND ACCEPT" this Proposal as a legal binding contract.

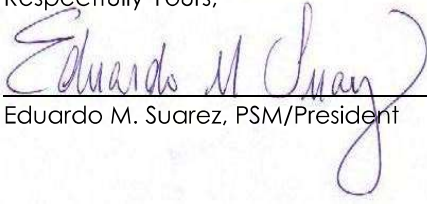
By: _____ Date: _____
(Authorized Signature)

(Typed or printed name) Title: _____

On behalf of the firm, I thank you for the opportunity to present this Proposal. We look forward to utilizing our best professional efforts on your behalf on this very important Project.



Respectfully Yours,



Eduardo M. Suarez, PSM/President

Attachment C

Geotechnical Investigation

Scope of Work & LOE

Collins Ave. (SR A1A)

Watermain Replacement Project

September 22, 2021

Nova Consulting
2780 SW Douglas Road, Suite 302
Miami, FL 33133

Attn: Mr. Sergio A. Baltodano – Senior Project Engineer
(305) 436-9200
sbaltodano@nova-consulting.com.com

Re: Proposal for Geotechnical Engineering Services
Watermain Replacement for Collins Avenue
Collins Avenue
Surfside, Florida 33154
PSI Proposal No. 0397-092021

Dear Mr. Baltodano:

Professional Service Industries, Inc. (PSI), an Intertek company, is pleased to submit a proposal to conduct a geotechnical exploration and report for the proposed Watermain Replacement for Collins Avenue in Surfside, Florida. PSI thanks you for the opportunity to propose these geotechnical services and looks forward to being part of the design team. A review of project information, along with a proposed scope of services, schedule and fee are provided below.

Google Earth aerial photographs (2021) of the site vicinity and project area shown in red are shown below:

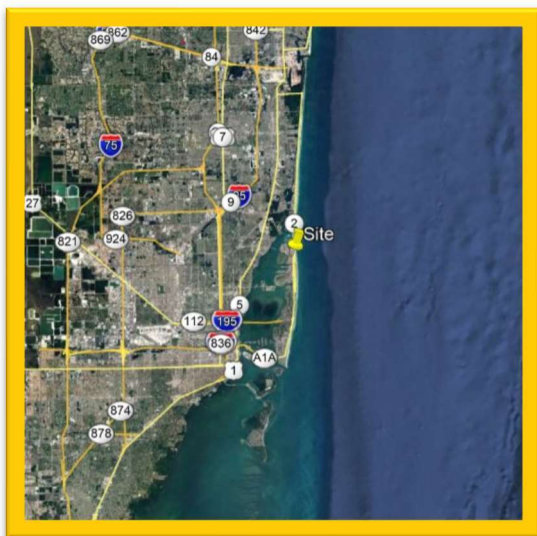


FIGURE-2: SITE VICINITY

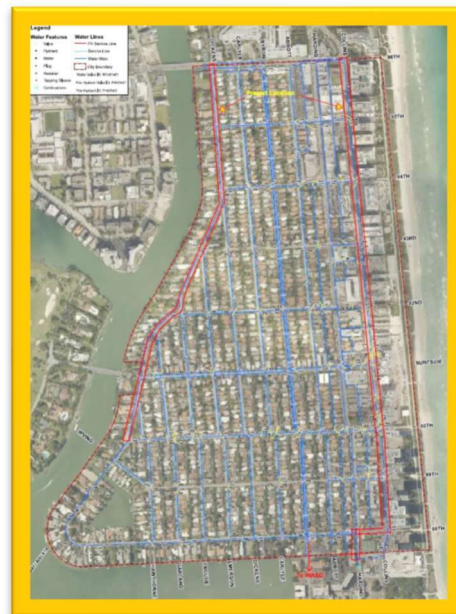


FIGURE-1: PROJECT AREA



PROJECT UNDERSTANDING

Based on PSI’s review of the project information provided within Mr. Sergio A. Baltodano’s email, sent on September 17, 2021, a summary of our understanding of the proposed project is provided below in the following Project Description table.

TABLE 1: PROJECT DESCRIPTION AND PROPOSAL BASIS

Project Items	Replacement of 5,500+ LF of piping along Collins Avenue in Surfside, FL.
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The following table provides a generalized description of the existing site conditions based on available information.

TABLE 2: SITE DESCRIPTION

Site Location	Latitude: 25.879933°; Longitude: -80.122040°
Site History	Based on our review of Google Earth Pro Aerial Photographs from 1995 through 2021, the site appears to have been developed with the existing road.
Existing Site Ground Cover	Asphalt pavement.
Site Boundaries/Neighboring Development	North boundary: 96 th Street. East boundary: Existing residential buildings. West boundary: Existing residential buildings. South boundary: 86 th Street and intercoastal.
Site Access	Site appears to be accessible to truck-mounted drilling equipment.

Should the above information be inconsistent with planned construction, Mr. Baltodano should contact the PSI office and allow necessary modifications to be made to the proposal.

SCOPE OF SERVICES

The geotechnical engineering scope of services will include the following items.

- Desktop review of generally available public information, i.e., NRCS, USGS databases.
- Field exploration consisting of drilling and sampling of the subsurface materials and observation of current groundwater levels at the site.
- Laboratory testing of the subsurface materials
- Performing engineering analysis and providing geotechnical recommendations in written report format.



Private Utility Locator – Ground Penetrating Radar (GPR):

To further mitigate the risk of drilling through existing underground utilities, the proposed exploratory areas will be scanned with a special device that transmits electromagnetic pulses through the ground at shallow depths. Upon locating any underground utility lines, their approximate locations will be marked on the ground surface with temporary marking paint. It should be noted that the proposed location methods are typically only somewhat reliable for larger or shallower utilities. Smaller utility lines such as fiber optic cable or utility lines deeper than five to six feet from the ground surface may not be identified.

Maintenance of Traffic (MOT):

Due to the locations of the borings along Collins Avenue, MOT will be needed to control traffic along entrances and exits to the existing buildings as well as and the roads. MOT will be needed for a period of five days.

Field Exploration

As requested by Nova Consulting, we understand that soil borings will be needed at approximately every 400 feet. AS such, PSI proposes that the subsurface conditions be explored by 15 borings, following the provided PSI drilling program. The table below summarizes our exploratory boring program. The project site plan/layout is not available at this time.

TABLE 3: SUMMARY OF BORINGS

Design Element	Number of Borings	Boring Depth (ft)	Drilling Footage (feet)
Collins avenue	15	20	300
TOTAL:	15	---	300



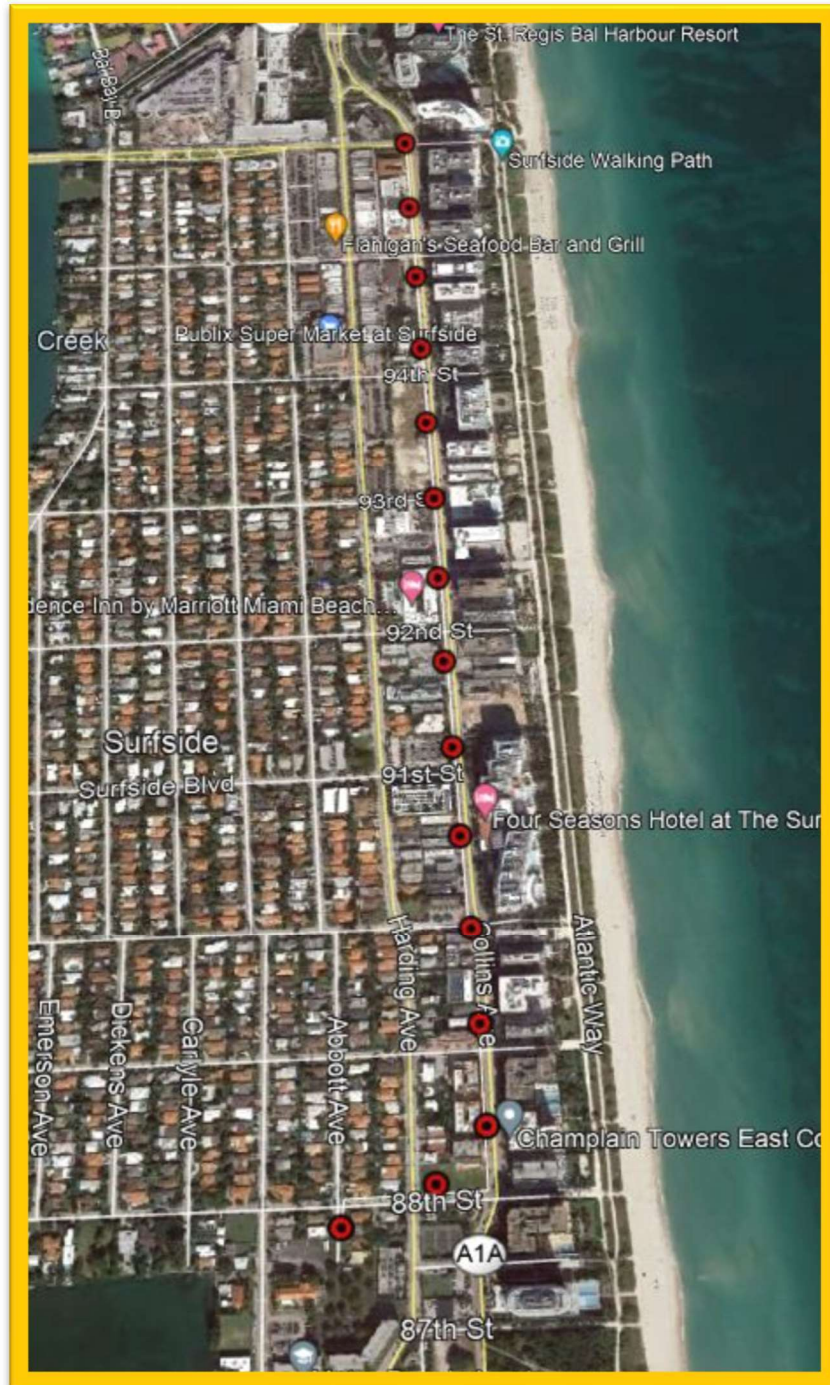


FIGURE-3: COLLINS AVENUE PROPOSED BORING LOCATIONS

The boring locations will be identified in the field using available natural landmarks or GPS coordinates. Surveying of the boring locations to obtain surface coordinates and elevations is beyond the scope of work. References to depths of various subsurface strata will be based on depths below existing grade at the time of drilling. Following are field/drilling activities considerations and continues a table with field exploration descriptions.



- During the field activities, the subsurface conditions will be observed, logged, and visually classified. Field notes will be maintained to summarize soil types and descriptions, water levels, changes in subsurface conditions, and drilling conditions.
- Final depths of the borings may be extended (because of weak/soft soils) or reduced (because of refusal) depending on the subsurface materials identified during field activities.
- PSI will contact Local Utility Clearance Entity, i.e., Sunshine 811 prior to the start of drilling activities. It is our experience that these companies do not mark the locations of privately-owned utilities. This proposal is based on private utility lines and other subsurface appurtenances that are located in the field by others prior to field activities.
- PSI will exercise reasonable caution to avoid damages to underground utilities by contacting local utility companies prior to the field activities. However, private utility locations are often unknown by public utility companies and by the utility owners. Therefore, PSI will not be responsible for damage to the site or any buried utilities that are not made known to us.
- Some damage to the ground surface may result from the drilling operations near the work areas and along ingress/egress pathways. The field crew will attempt to limit such damage, but no restoration other than backfilling and grouting the borings is included in this proposal. Excess auger cuttings and drilling spoils would be spread on the site.

TABLE 4: ANTICIPATED FIELD EXPLORATION DESCRIPTION

Drilling Equipment	Truck-mounted drilling equipment
Drilling Method	Mud rotary
Field Testing	Standard Penetration Testing (ASTM D1586)
Sampling Procedure	Soils: ASTM D1587/1586
Sampling Frequency	Continuously to a depth of 10 feet and at five-foot intervals thereafter
Frequency of Groundwater Level Measurements	During drilling
Boring Backfill Procedures	Soil cuttings and grouting
Sample Preservation and Transportation Procedure	General accordance with ASTM D4220

The field exploration program will be performed in general accordance with the designated ASTM procedures considering local and regional standard of care practices.

Laboratory Testing

Representative soil samples obtained during the field exploration program will be transported to the PSI laboratory for testing. The nature and extent of this laboratory testing program will be dependent upon the subsurface conditions identified during the field exploration program. The laboratory program will be performed in general accordance with the applicable ASTM procedures considering local and regional standard of care practices. The laboratory program may include the following tests.

TABLE 5: LABORATORY TESTING GENERAL PROCEDURES

Laboratory Test	Applicable ASTM/FM Procedures
Visual Classification	ASTM D2488
Organic Content	ASTM D2944
Moisture Content	ASTM D2216



Material Finer than No. 200 Sieve	ASTM D1140
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Portions of any samples that are not altered or consumed by laboratory testing will be retained for 30 days after the issuance of the geotechnical report and will then be discarded.

Engineering Analyses and Report

The results of the field exploration and laboratory testing will be used in the engineering analysis and in the formulation of the recommendations. The results of the subsurface exploration, including the recommendations and the data on which they are based, will be presented in a written geotechnical report. The geotechnical report may include the following items:

- General soil profile description
- General site development and subgrade preparation recommendations.
- Recommendations for site excavation, fill compaction, and the use of on-site and imported fill material under the structures.
- Provide soil parameters (Lateral Earth Pressure coefficient)
- Provide pipe trench geotechnical recommendations
- Provide pavement restoration recommendations

A pdf version of the geotechnical report will be prepared and submitted by email to Nova Consulting and design team. If requested by Nova Consulting, additional hard copies can be provided. The geotechnical report will be reviewed, signed, and sealed by a registered Professional Engineer in the State of Florida.

SCHEDULE

Based on the site accessibility, drilling can commence within approximately one week after receipt of authorization to proceed, weather permitting. The final report will be provided within three weeks of written authorization. If desired, preliminary geotechnical design information can be provided to the design team once the laboratory testing and engineering analyses are complete.

Delays sometime occur due to adverse weather, utility clearance requirements, site clearing requirements for drill rig access, obtaining drilling permits, obtaining Right of Entries and other factors outside of PSI's control. In this event, PSI will communicate the nature of the delay and provide a revised schedule as soon as possible.

FEE

PSI proposes that the fee for performance of the scope of services be charged on a lump sum basis. Based on the scope of services provided in this proposal, the lump sum fees will be **\$27,529.55**. See table below for breakdown of the fee for Collins Avenue.



TABLE 6: COST OF GEOTECHNICAL SERVICES ALONG COLLINS AVENUE

GEOTECH SERVICES						
WM Replacement Along Collins Avenue, Surfside, Florida						
9/22/2021						
Line	Description	Est. Qty.	Unit	Multiplier	Rate	Total
TOTAL AMOUNT						\$ 27,529.55
Field Investigation (Collins Avenue)						\$ 24,001.80
1.A	Mobilization/Demobilization	5	Ea	N/A	\$ 378.56	\$ 1,892.80
1.B	SPT Borings (0-50 feet)	300	LF	N/A	\$ 21.63	\$ 6,489.00
1.I	Closing Holes with Grout (SPT Borings)	300	LF	N/A	\$ 8.65	\$ 2,595.00
23	Maintenance of Traffic (MOT)	5	Days	N/A	\$ 1,825.00	\$ 9,125.00
NC	Underground Utility Locate (GPR)	1	Days	N/A	\$ 1,600.00	\$ 1,600.00
NC	Permit Fees	1	Ea	N/A	\$ 2,300.00	\$ 2,300.00
Laboratory Testing (Collins Avenue)						\$ 1,065.35
3.G	Moisture Content	5	Ea	N/A	\$ 41.10	\$ 205.50
3.H	Organic Content	5	Ea	N/A	\$ 54.08	\$ 270.40
3.I	Grain Size per (AASHTO T-27)	5	Ea	N/A	\$ 69.22	\$ 346.10
3.O	Material Finer than 200 Sieve per ASTM C-117	5	Ea	N/A	\$ 48.67	\$ 243.35
Engineering Management and Geotech Report						\$ 2,462.40
24.D	Support Staff	2	Hr	2.85	\$ 38.00	\$ 216.60
24.C	Non Registered Technical Staff	3	Hr	2.85	\$ 50.00	\$ 427.50
24.A	Senior Technical Engineer Scientists	2	Hr	2.85	\$ 67.00	\$ 381.90
24.B	Senior Project Manager/Registered Technical Staff	8	Hr	2.85	\$ 63.00	\$ 1,436.40
Notes: Unit rates in accordance with Miami-Dade County Water and Sewer Contract No. E15-WASD-13						
NC: Rate not in contract						

Depending on the size of the project and project schedule, partial billing may be performed monthly based on Project Item progress to date prior to the completion of the final report.

The estimated fee is based on the boring locations being accessible to truck mounted drilling equipment and the client obtaining and providing permission for PSI to enter and access the site.

It should be noted that fees associated with locating private underground utilities, reviewing construction drawings, executing traffic control services, preparing construction specifications, attending special conferences, providing environmental consulting, and any other work requested after submittal of the report is not included in the proposed fee.

AUTHORIZATION

PSI will proceed with the work based on written authorization. The work will be performed pursuant to the attached General Conditions, enclosed and incorporated into this proposal.

Please sign and return one copy of this proposal. When returning the proposal, please complete the attached Project Data Sheet, and provide a scaled site plan so that PSI may best serve the project. By executing this authorization, permission is being provided for PSI to access the project site.



CLOSING

We at PSI appreciate the opportunity to offer professional services for this project and look forward to being part of the design team. If there are any questions, please feel free to contact us at your convenience.

Respectfully submitted,

PROFESSIONAL SERVICE INDUSTRIES, INC.



Lucrèce E. Regisme
Staff Engineer – Geotechnical Services
lucrece.regisme@intertek.com



Jose N. Gómez, PE, D.GE
Chief Engineer – Geotechnical Services
jose.n.gomez@intertek.com

Attachments: Proposal Authorization and Payment Instructions
Project Data Sheet
General Conditions

LER/JNG/ler



Proposal Authorization & Payment Instructions

Authorization

To execute this proposal, please sign and complete the authorization information below, along with applicable payment instructions, and return one copy of the authorized proposal to the PSI office.

_____		_____	
Authorized By (please print)		Signature	
_____		_____	
Title		Firm	

Address			

City	State	Zip Code	Telephone
_____	_____	_____	_____
Email Address	Date	Purchase Order No. / Project Tracking No. (if applicable)	

Payment Instructions

If invoice payment is to be made by a party other than the authorizing party above, please provide the following information for whom the invoices are to be billed:

_____		_____	
Firm		Attention	
_____		_____	
Address		Title	

City	State	Zip Code	Telephone
_____	_____	_____	_____
Authorizing Party's Relationship to Invoice Payment Party			

If invoices are to be approved other than by the payment party above, please provide the following information for whom the invoices are to be mailed for approval:

_____		_____	
Firm		Attention	
_____		_____	
Address		Title	

City	State	Zip Code	Telephone
_____	_____	_____	_____
Authorizing Party's Relationship to Invoice Approval Party			



Project Data Sheet

Please complete the following Project Data Sheet so that PSI may best serve your project.

Project Name		
Architect	Project Manager	Phone Number
Structural Engineer	Project Manager	Phone Number
Civil Engineer	Project Manager	Phone Number
Construction Type	Plan Area	Number of Floors
Interior Column Spacing	Exterior Column Spacing	
Exterior Column Load	Live	Dead
Interior Column Load	Live	Dead
Floor Slab Load	Slab-on-Grade	Basement/Depth
Will Elevation of site be raised by filling	How much?	
Septic Tank	Storm Water Drainage	
Pavement Type	Traffic Load	Traffic Type
Other pertinent Information/Subsurface Information		



GENERAL CONDITIONS

1. **PARTIES AND SCOPE OF WORK:** Professional Service Industries Inc. ("PSI") shall include said company or its particular division, subsidiary or affiliate performing the work. "Work" means the specific service to be performed by PSI as set forth in PSI's proposal, Client's acceptance thereof and these General Conditions. Additional work ordered by Client shall also be subject to these General Conditions. "Client" refers to the person or business entity ordering the work to be done by PSI. If Client is ordering the work on behalf of another, Client represents and warrants that it is the duly authorized agent of said party for the purpose of ordering and directing said work. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the work ordered by the client is adequate and sufficient for Client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom Client transmits any part of PSI's work. PSI shall have no duty or obligation to any third party greater than that set forth in PSI's proposal, Client's acceptance thereof and these General Conditions. The ordering of work from PSI, or the reliance on any of PSI's work, shall constitute acceptance of the terms of PSI's proposal and these General Conditions, regardless of the terms of any subsequently issued document.
2. **TESTS AND INSPECTIONS:** Client shall cause all tests and inspections of the site, materials and work performed by PSI or others to be timely and properly performed in accordance with the plans, specifications and contract documents and PSI's recommendations. No claims for loss, damage or injury shall be brought against PSI by Client or any third party unless all tests and inspections have been so performed and unless PSI's recommendations have been followed. Client agrees to indemnify, defend and hold PSI, its officers, employees and agents harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney's fees in the event that all such tests and inspections are not so performed or PSI's recommendations are not so followed.
3. **PREVAILING WAGES:** This proposal specifically excludes compliance with any project labor agreement, labor agreement, or other union or apprenticeship requirements. In addition, unless explicitly agreed to in the body of this proposal, this proposal specifically excludes compliance with any state or federal prevailing wage law or associated requirements, including the Davis Bacon Act. It is agreed that no applicable prevailing wage classification or wage rate has been provided to PSI, and that all wages and cost estimates contained herein are based solely upon standard, non-prevailing wage rates. Should it later be determined by the Owner or any applicable agency that in fact prevailing wage applies, then it is agreed that the contract value of this agreement shall be equitably adjusted to account for such changed circumstance. Client will reimburse, defend, indemnify and hold harmless PSI from and against any liability resulting from a subsequent determination that prevailing wage regulations cover the Project, including all costs, fines and attorney's fees.
4. **SCHEDULING OF WORK:** The services set forth in PSI's proposal and Client's acceptance will be accomplished by PSI personnel at the prices quoted. If PSI is required to delay commencement of the work or if, upon embarking upon its work, PSI is required to stop or interrupt the progress of its work as a result of changes in the scope of the work requested by Client, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the direct reasonable control of PSI, additional charges will be applicable and payable by Client.
5. **ACCESS TO SITE:** Client will arrange and provide such access to the site and work as is necessary for PSI to perform the work. PSI shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its work or the use of its equipment.
6. **CLIENT'S DUTY TO NOTIFY ENGINEER:** Client warrants that it has advised PSI of any known or suspected hazardous materials, utility lines and pollutants at any site at which PSI is to do work, and unless PSI has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits, Client agrees to defend, indemnify and save PSI harmless from all claims, suits, losses, costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to PSI's performance of its work and resulting to or caused by contact with subsurface or latent objects, structures, lines or conduits where the actual or potential presence and location thereof were not revealed to PSI by Client.
7. **RESPONSIBILITY:** PSI's work shall not include determining, supervising or implementing the means, methods, techniques, sequences or procedures of construction. PSI shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare. PSI's work or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with the contract documents. Client agrees that it shall require subrogation to be waived against PSI and for PSI to be added as an Additional Insured on all policies of insurance, including any policies required of Client's contractors or subcontractors, covering any construction or development activities to be performed on the project site. PSI has no right or duty to stop the contractor's work.
8. **SAMPLE DISPOSAL:** Test specimens will be disposed immediately upon completion of the test. All drilling samples will be disposed sixty (60) days after submission of PSI's report.
9. **PAYMENT:** The quantities and fees provided in this proposal are PSI's estimate based on information provided by Client and PSI's experience on similar projects. The actual total amount due to PSI shall be based on the actual final quantities provided by PSI at the unit rates provided herein. Where Client directs or requests additional work beyond the contract price it will be deemed a change order and PSI will be paid according to the fee schedule. Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause in writing within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law), until paid. Client agrees to pay PSI's cost of collection of all amounts due and unpaid after thirty (30) days, including court costs and reasonable attorney's fees. PSI shall not be bound by any provision or agreement requiring or providing for arbitration of disputes or controversies arising out of this agreement, any provision wherein PSI waives any rights to a mechanics' lien, or any provision conditioning PSI's right to receive payment for its work upon payment to Client by any third party. These General Conditions are notice, where required, that PSI shall file a lien whenever necessary to collect past due amounts. Failure to make payment within 30 days of invoice shall constitute a release of PSI from any and all claims which Client may have, whether in tort, contract or otherwise, and whether known or unknown at the time.

GENERAL CONDITIONS

10. ALLOCATION OF RISK: CLIENT AGREES THAT PSI'S SERVICES WILL NOT SUBJECT PSI'S INDIVIDUAL EMPLOYEES, OFFICERS OR DIRECTORS TO ANY PERSONAL LIABILITY, AND THAT NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, CLIENT AGREES THAT ITS SOLE AND EXCLUSIVE REMEDY SHALL BE TO DIRECT OR ASSERT ANY CLAIM, DEMAND, OR SUIT ONLY AGAINST PSI.

SHOULD PSI OR ANY OF ITS EMPLOYEES BE FOUND TO HAVE BEEN NEGLIGENT IN THE PERFORMANCE OF ITS WORK, OR TO HAVE MADE AND BREACHED ANY EXPRESS OR IMPLIED WARRANTY, REPRESENTATION OR CONTRACT, CLIENT, ALL PARTIES CLAIMING THROUGH CLIENT AND ALL PARTIES CLAIMING TO HAVE IN ANY WAY RELIED UPON PSI'S WORK AGREE THAT THE MAXIMUM AGGREGATE AMOUNT OF THE LIABILITY OF PSI, ITS OFFICERS, EMPLOYEES AND AGENTS SHALL BE LIMITED TO \$25,000.00 OR THE TOTAL AMOUNT OF THE FEE PAID TO PSI FOR ITS WORK PERFORMED ON THE PROJECT, WHICHEVER AMOUNT IS GREATER. IN THE EVENT CLIENT IS UNWILLING OR UNABLE TO LIMIT PSI'S LIABILITY IN ACCORDANCE WITH THE PROVISIONS SET FORTH IN THIS PARAGRAPH, CLIENT MAY, UPON WRITTEN REQUEST OF CLIENT RECEIVED WITHIN FIVE DAYS OF CLIENT'S ACCEPTANCE HEREOF, INCREASE THE LIMIT OF PSI'S LIABILITY TO \$250,000.00 OR THE AMOUNT OF PSI'S FEE PAID TO PSI FOR ITS WORK ON THE PROJECT, WHICHEVER IS THE GREATER, BY AGREEING TO PAY PSI A SUM EQUIVALENT TO AN ADDITIONAL AMOUNT OF 5% OF THE TOTAL FEE TO BE CHARGED FOR PSI'S SERVICES. THIS CHARGE IS NOT TO BE CONSTRUED AS BEING A CHARGE FOR INSURANCE OF ANY TYPE, BUT IS INCREASED CONSIDERATION FOR THE GREATER LIABILITY INVOLVED. IN ANY EVENT, ATTORNEY'S FEES EXPENDED BY PSI IN CONNECTION WITH ANY CLAIM SHALL REDUCE THE AMOUNT AVAILABLE, AND ONLY ONE SUCH AMOUNT WILL APPLY TO ANY PROJECT.

NEITHER PARTY SHALL BE LIABLE TO THE OTHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND BREACH OF STATUTORY DUTY) OR OTHERWISE FOR LOSS OF PROFIT (WHETHER DIRECT OR INDIRECT) OR FOR ANY INDIRECT, CONSEQUENTIAL, PUNITIVE, OR SPECIAL LOSS OR DAMAGE, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, REVENUE, BUSINESS, OR ANTICIPATED SAVINGS (EVEN WHEN ADVISED OF THEIR POSSIBILITY).

NO ACTION OR CLAIM, WHETHER IN TORT, CONTRACT, OR OTHERWISE, MAY BE BROUGHT AGAINST PSI, ARISING FROM OR RELATED TO PSI'S WORK, MORE THAN TWO YEARS AFTER THE CESSATION OF PSI'S WORK HEREUNDER, REGARDLESS OF THE DATE OF DISCOVERY OF SUCH CLAIM.

- 11. INDEMNITY:** Subject to the above limitations, PSI agrees not to defend but to indemnify and hold Client harmless from and against any and all claims, suits, costs and expenses including reasonable attorney's fees and court costs to the extent arising out of PSI's negligence as finally determined by a court of law. Client shall provide the same protection to the extent of its negligence. In the event that Client or Client's principal shall bring any suit, cause of action, claim or counterclaim against PSI, the Client and the party initiating such action shall pay to PSI the costs and expenses incurred by PSI to investigate, answer and defend it, including reasonable attorney's and witness fees and court costs to the extent that PSI shall prevail in such suit.
- 12. TERMINATION:** This Agreement may be terminated by either party upon seven days' prior written notice. In the event of termination, PSI shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses.
- 13. EMPLOYEES/WITNESS FEES:** PSI's employees shall not be retained as expert witnesses except by separate, written agreement. Client agrees to pay PSI's legal expenses, administrative costs and fees pursuant to PSI's then current fee schedule for PSI to respond to any subpoena. For a period of one year after the completion of any work performed under this agreement, Client agrees not to solicit, recruit, or hire any PSI employee or person who has been employed by PSI within the previous twelve months. In the event Client desires to hire such an individual, Client agrees that it shall seek the written consent of PSI, and shall pay PSI an amount equal to one-half of the employee's annualized salary, without PSI waiving other remedies it may have.
- 14. FIDUCIARY:** PSI is not a financial advisor, does not provide financial advice or analysis of any kind, and nothing in our reports can create a fiduciary relationship between PSI and any other party.
- 15. RECORDING:** Photographs or video recordings of the Client's own project may be taken by and used for the Client's own internal purposes. Photographs or video recordings may not be used for marketing or publicity, or distributed to a third party or otherwise published without PSI's prior review and consent in writing. Taking photographs of other Clients' samples, test setups, or facilities, or recording in any manner any test specimen other than the test specimen related to the Client's project is prohibited; and the Client agrees to hold in strict confidence and not use any proprietary information disclosed either advertently or inadvertently. The Client shall defend, hold harmless, and indemnify PSI for any breach of this clause.
- 16. CHOICE OF LAW AND EXCLUSIVE VENUE:** All claims or disputes arising or relating to this agreement shall be governed by, construed, and enforced in accordance with the laws of Illinois. The exclusive venue for all actions or proceedings arising in connection with this agreement shall be either the Circuit Court in Cook County, Illinois, or the Federal Court for the Northern District of Illinois.
- 17. PROVISIONS SEVERABLE:** The parties have entered into this agreement in good faith, and it is the specific intent of the parties that the terms of these General Conditions be enforced as written. In the event any of the provisions of these General Conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.
- 18. ENTIRE AGREEMENT:** This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.

**Town of Surfside, FL
Collins Avenue (SR A1A) Watermain Replacement
Design, Permitting & Bidding Support Scope of Work**

Attachment D

LIST OF PLAN SHEETS

Collins Ave. (SR A1A)

Watermain Replacement Project

Sheet	Scale	# of Sheets	Sheet Description
G-01	N/A	1	Cover Sheet (with Location Map)
G-02	N/A	1	General Notes and Legend
G-03	N/A	1	Proposed Layout
G-04	N/A	1	Key Sheet
SV-01 / SV-07	1" = 40'	7	Survey Sheets – Plan View
D-01 / D-07	1" = 40'	7	Demolition Plans – Plan View
C-01 / C-14	1" = 20'	14	Civil Sheets – Plan / Profile
C-15 / C-16	N/A	2	Civil Details Sheets
TC-01	N/A	1	Maintenance of Traffic Control – Gen. Notes
TC-02 / TC-08	1" = 40'	7	Maintenance of Traffic Control Plans – Plan View
R-01 / R-07	1" = 40'	7	Pavement Restoration Plans – Plan View
PM-01 / PM-07	1" = 40'	7	Pavement Marking & Signage Plans
PM-08 / PM-09	N/A	2	Pavement Marking & Signage Details
ERC-01	N/A	1	Erosion Control General Notes
ERC-02 / ERC-08	1" = 40'	7	Erosion Control Plans – Plan View
ERC-09	N/A	1	Erosion Control Details

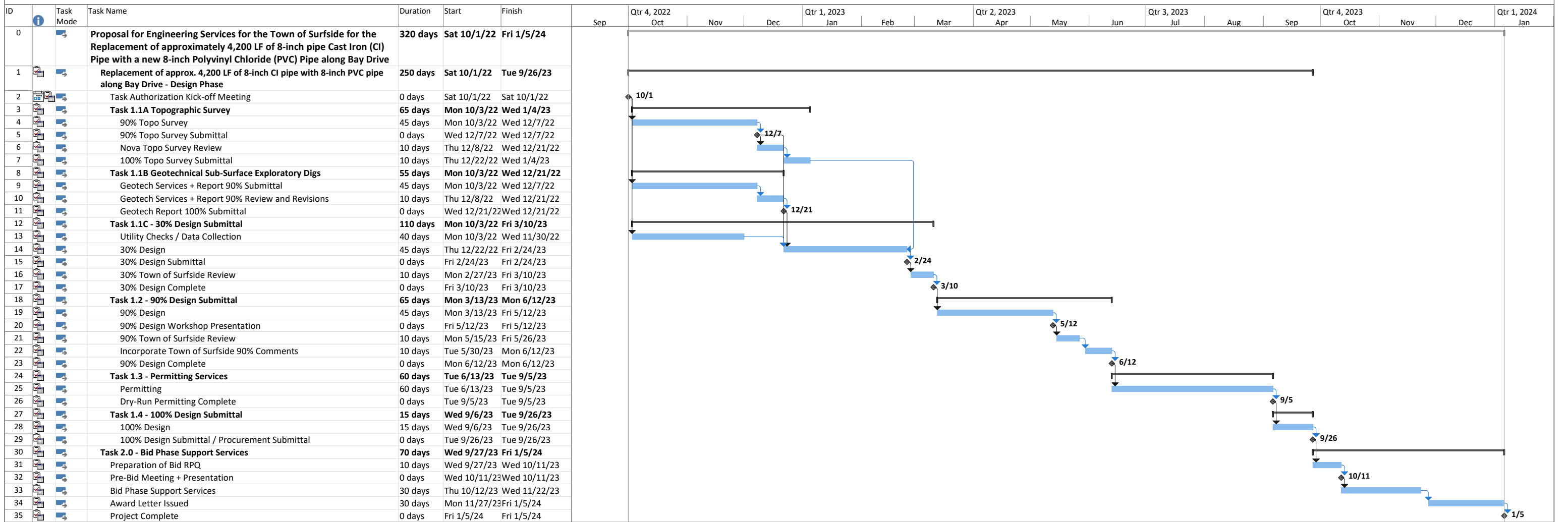
Attachment E

Project Schedule:

Design & Permitting

Collins Ave. (SR A1A)

Watermain Replacement Project





MEMORANDUM

ITEM NO. 3D.

To: Honorable Mayor, Vice-Mayor and Members of the Town Commission
From: Andrew Hyatt, Town Manager
Date: August 9, 2022
Subject: **FY 2022 Budget Amendment Resolution No. 8**

Town Administration recommends approval of the budget amendment.

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 2022 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 2022 actual revenues and expenditures and recommends a change to the FY 2022 Annual Budget is as follows:

GENERAL FUND (Attachment A)

The General Fund is being amended to:

1. Record the receipt of a \$2,000 donation from the Community-Police Relations (CPR) Foundation;
2. Appropriate \$2,000 for Public Safety equipment/bicycles funded with the donated funds
3. Appropriate \$150,000 of fund balance for Champlain Towers South (CTS) related legal fees

CAPITAL IMPROVEMENT PROJECT FUND (Attachment A)

The Capital Improvement Project Fund is being amended to:

1. Advance Hawthorne Tot Lot improvements and equipment projects to FY 2022 and

appropriate fund balance from completed/cancelled capital improvement projects funded in prior years in the amount of \$555,000 for the Hawthorne Tot Lot projects as follows:

- a. Improvements - playground surface \$305,000;
- b. Improvements – sun shade \$40,000;
- c. Machinery and equipment – playground equipment \$135,000;
- d. Machinery and equipment – outdoor exercise equipment in green space \$75,000.

RESORT TAX FUND (Attachment A)

The Resort Tax Fund is being amended to:

1. Appropriate \$3,000 of current year reserves for unanticipated vehicle repairs.

FLEET MANAGEMENT FUND (Attachment A)

The Fleet Management Fund is being amended to:

1. Increase fleet charges in the amount of \$28,000 from the General Fund (\$25,000) and Tourist Resort Fund (\$3,000) and appropriate those funds for the following:
 1. Public Safety patrol vehicles lighting and other replacements \$15,000;
 2. Shop supplies and equipment repairs \$10,000;
 3. Tourist Resort Fund vehicle repairs \$3,000.
2. Appropriate current year contingency reserves in the amount of \$40,000 for additional fuel costs related to FY 2022 price increases.

[Resolution Approving Budget Amendment No. 8 for FY 2022.DOCX](#)

[FY2022 Budget Amendment No. 8.pdf](#)

RESOLUTION NO. 2022-_____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING BUDGET AMENDMENT NO. 8 FOR THE FISCAL YEAR 2022 BUDGET; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on September 30, 2021, the Town of Surfside (the "Town") Commission adopted Resolution No. 2021-2820 approving the budget for Fiscal Year 2022 and establishing revenues and appropriations for the Town; and

WHEREAS, the General Fund is being amended to (1) record the receipt of a \$2,000 donation from the Community-Police Relations (CPR) Foundation; (2) appropriate \$2,000 for public safety equipment and bicycles funded with the donated funds; and (3) appropriate \$150,000 of fund balance for Champlain Towers South related legal fees, as detailed in Attachment "A"; and

WHEREAS, the Capital Improvement Project Fund is being amended to advance Hawthorne Tot Lot improvements and equipment projects to FY 2022 and appropriate fund balance from completed/cancelled capital improvement projects funded in prior years in the amount of \$555,000 for the Hawthorne Tot Lot project, as further detailed in Attachment "A";

WHEREAS, the Resort Tax Fund is being amended to appropriate \$3,000 of current year reserves for unanticipated vehicle repairs; and

WHEREAS, the Fleet Management Fund is being amended to (1) increase fleet charges in the amount of \$28,000 from the General Fund (\$25,000) and Tourist Resort Fund (\$3,000) and appropriate those funds for the following: (a) public safety patrol vehicles lighting and other replacements \$15,000; (b) shop supplies and equipment repairs \$10,000; (c) Tourist Resort Fund vehicle repairs \$3,000; and (2) appropriate current year contingency reserves in the amount of \$40,000 for additional fuel costs related to FY 2022 price increases, as detailed in Attachment "A"; and

WHEREAS, the Town Commission desires to amend the Fiscal Year 2022 budget by amending the General Fund, the Capital Improvement Fund, the Resort Tax Fund, and the Fleet Management Fund, all as set forth in Attachment "A" attached hereto; and

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

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

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

Section 2. Approving Amended Budget; Budget Amendment No. 8. That the Town Commission approves the 2022 fiscal year budget amendments provided for in Attachment "A" attached hereto.

Section 3. Implementation. The Town Manager and/or his designee are directed to take any and all action necessary to accomplish the Budget amendments and the purposes of this Resolution.

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

PASSED AND ADOPTED on this 9th day of August, 2022.

Motion By: _____

Second By: _____

FINAL VOTE ON ADOPTION:

Commissioner Fred Landsman _____
Commissioner Marianne Meisheid _____
Commissioner Nelly Velasquez _____
Vice Mayor Jeff Rose _____
Mayor Shlomo Danzinger _____

Shlomo Danzinger, Mayor

Attest:

Sandra McCreedy, MMC
Town Clerk

Approved as to Form and Legal Sufficiency:

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

**TOWN OF SURFSIDE
BUDGET AMENDMENT
ATTACHMENT A**

Fiscal Year 2022
 BA No. 8
 Fund Nos. 001 General Fund
 301 Capital Projects Fund
 102 Tourist Resort Fund
 501 Fleet Management Fund

8/9/2022

Account Number	Account Description	Justification	Original/ Adjusted Budget	Increase	Decrease	Adjusted Budget
GENERAL FUND						
REVENUES						
001-511-366-10-10	Contributions & Donations - Private	Donation from Community-Police Relations (CPR) Foundation	\$10,000	\$2,000		\$12,000
001-511-392-00-00	Appropriated Fund Balance	Appropriate for non-budgeted legal fees related to Champlain Towers South	\$7,015,680	\$150,000		\$7,165,680
TOTAL	GENERAL FUND REVENUES			\$152,000	\$0	
EXPENDITURES						
001-1500-514-31-10	Professional Fees	Legal fees additional needs related to Champlain Towers South	\$504,985	\$150,000		\$654,985
001-3000-521-52-90	Operating Supplies - Misc	Use of CPR Foundation donation	\$58,714	\$2,000		\$60,714
TOTAL	GENERAL FUND EXPENDITURES			\$152,000	\$0	

CAPITAL PROJECTS FUND						
REVENUES						
301-590-392-00-00	Appropriated Fund Balance	Appropriate funds for Hawthorne Park projects advanced to FY2022	\$4,103,404	\$555,000		\$4,658,404
TOTAL	CAPITAL PROJECTS FUND REVENUES			\$555,000	\$0	
EXPENDITURES						
301-4400-572-63-70	Improvements - Hawthorne Tot Lot	Hawthorne Park projects advanced to FY2022	\$0	\$345,000		\$345,000
301-4400-572-64-12	Machinery & Equipment - Hawthorne Tot Lot	Hawthorne Park projects advanced to FY2022	\$0	\$210,000		\$210,000
TOTAL	CAPITAL PROJECTS FUND EXPENDITURES			\$555,000	\$0	

RESORT TAX FUND						
EXPENDITURES						
102-8000-572-99-10	Return to Reserves		\$ 696,832		\$ 3,000	\$ 693,832
102-8000-572-46-12	Repairs & Maintenance-Vehicles	Appropriate for vehicle repairs increase	\$ 4,267	\$ 3,000		\$ 7,267
TOTAL	RESORT TAX FUND EXPENDITURES			\$ 3,000	\$ 3,000	

FLEET MANAGEMENT FUND						
REVENUES						
501-539-341-20-00	Fleet Charges	Adjustment for increase for: Public Safety for lighting & other replacements \$15,000; shop supply \$10,000 ;Tourist Resort repairs \$3,000.	\$ 763,044	\$ 28,000		\$ 791,044
TOTAL	FLEET MANAGEMENT FUND REVENUES			\$ 28,000	\$ -	
EXPENDITURES						
501-5000-539-46-12	Repairs & Maint - Vehicles	Additional needs for Public Safety replacements & repairs, shop supply and Tourist Resort repairs.	\$ 151,056	\$ 28,000		\$ 179,056
501-5000-539-99-99	Contingency Reserve - R&R	Additional needs related to fuel price increases during FY2022.	\$ 92,935		\$ 40,000	\$ 52,935
501-5000-539-52-16	Fuel & Oil		\$ 146,160	\$ 40,000		\$ 186,160
TOTAL	FLEET MANAGEMENT FUND EXPENDITURES			\$ 68,000	\$ 40,000	



MEMORANDUM

ITEM NO. 3E.

To: Honorable Mayor, Vice-Mayor and Members of the Town Commission
From: Andrew Hyatt, Town Manager
Date: August 9, 2022
Subject: **Disaster Cost Recovery Services Contract**

Town Administration recommends approval to execute a Disaster Cost Recovery Services contract with Hagerty Consulting via a "piggy-back" contract via Miami-Dade County.

During a declared emergency, many incurred costs are reimbursable through the Federal government. Since the Town seeks federal assistance through the Federal Emergency Management Administration (FEMA) for cost reimbursements, certain criteria's are required during the federal grant reimbursement process. Hagerty Consulting will provide Emergency Management Professional Services, which is needed to manage the cost recovery and reimbursement services that occur after a disaster. There are no fiscal year budget impacts as the contract is only activated during a declared emergency. These services itself are eligible for reimbursable.

[Resolution Hagerty Agreement - Disaster Cost Recovery Services.docx](#)

[Exhibit A - Agreement with Hagerty - Disaster Cost Recovery Services.pdf](#)

RESOLUTION NO. 2022-_____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AN AGREEMENT WITH HAGERTY CONSULTING, INC. FOR STAND-BY DISASTER COST RECOVERY SERVICES, UTILIZING THE TERMS AND CONDITIONS OF THE MIAMI-DADE COUNTY CONTRACT COMPETITIVELY AWARDED PURSUANT TO RFP NO. 01488; FINDING THAT THE SERVICES ARE EXEMPT FROM COMPETITIVE BIDDING PURSUANT TO SECTION 3-13(3) OF THE TOWN CODE OF ORDINANCES; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside (the “Town”) desires to select a provider on a stand-by or back-up basis for emergency management professional services to manage the cost recovery and reimbursement services that occur after a disaster (the “Services”); and

WHEREAS, Miami-Dade County, Florida (the “County”), issued Request for Proposals No.01488 (the “RFP”) for the Services and competitively solicited and awarded a contract to Hagerty Consulting, Inc. (the “Contractor”) pursuant to the RFP (the “County Contract”); and

WHEREAS, the Contractor has extended the pricing, terms, and conditions of the County Contract to the Town; and

WHEREAS, the Town wishes to enter into an agreement with the Contractor for the Services, in substantially the form attached hereto as Exhibit “A,” utilizing the pricing, terms, conditions, and pricing of the County Contract (the “Agreement”); and

WHEREAS, the Town Commission finds that the Services have already been competitively procured by the County and are exempt from competitive bidding pursuant to Section 3-13(3) of the Town Code of Ordinances (the “Code”); and

WHEREAS, the Town Commission finds that the award of an Agreement for the Services to the Contractor 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. Approval. The Agreement, in substantially the form attached hereto as Exhibit “A,” is approved.

Section 3. Exemption from Competitive Bidding. The Town Commission finds that hiring the Contractor to provide the Services by utilizing the County Contract is exempt from competitive bidding pursuant to Section 3-13(3) of the Town Code.

Section 4. Authorization to Execute Agreement. The Town Manager is authorized to execute the Agreement, in substantially the form attached hereto as Exhibit “A,” with the Contractor on behalf of the Town, subject to the approval as to form and legal sufficiency by the Town Manager and Town Attorney.

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 for the Services, and the purposes of this Resolution.

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

PASSED AND ADOPTED this 9th day of August, 2022.

Motion By: _____
Second By: _____

FINAL VOTE ON ADOPTION:

Commissioner Fred Landsman _____
Commissioner Marianne Meisheid _____
Commissioner Nelly Velasquez _____
Vice Mayor Jeffrey Rose _____
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

**COOPERATIVE AGREEMENT
BETWEEN
THE TOWN OF SURFSIDE
AND
HAGERTY CONSULTING, INC.
FOR
DISASTER COST RECOVERY SERVICES**

THIS AGREEMENT (this “Agreement”) is made effective as of the _____ day of _____, 2022 (the “Effective Date”), by and between the TOWN OF SURFSIDE, FLORIDA, a Florida municipal corporation, (hereinafter, the “Town”), and HAGERTY CONSULTING, INC., a Illinois corporation (hereinafter, the “Contractor”). Collectively, the Town and Contractor are referred to as the “Parties.”

WHEREAS, the Town desires to utilize the services of the Contractor for the provision of stand-by or back-up emergency management professional services to manage the cost recovery and reimbursement services that occur after a disaster (the “Services”); and

WHEREAS, Miami-Dade County (the “County”), issued Request for Proposals No. 01488 (the “RFP”) for the Services and competitively solicited and awarded a contract to the Contractor pursuant to the RFP (the “Master Contract”); and

WHEREAS, the Parties wish to incorporate the terms and conditions of the Master Contract in this Agreement, except as otherwise modified or amended herein; and

WHEREAS, Section 3-13(3) of the Town Code of Ordinances (the “Code”) provides that purchases made under state general service administration contracts, federal, county or other governmental contracts, competitive bids with other governmental agencies, or through cooperative purchasing are exempt from the competitive bidding procedures of Chapter 3 of the Town Code; and

WHEREAS, pursuant to Section 3-13(3) of the Code, the Town desires to “piggyback” on the competitively awarded Master Contract to the Contractor pursuant to the RFP and engage the Contractor to perform the Services as specified below.

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

- 1. Incorporation of Master Contract.** The terms and conditions of the Master Contract, which is attached as Exhibit “A,” is incorporated as though fully set forth herein. Except as otherwise specifically set forth or modified herein, all terms in the Master Contract are hereby ratified and affirmed and shall remain unmodified and in full force and effect in accordance with its terms.

2. **Conflicts.** In the event of any conflict or ambiguity between the terms and provisions of this Agreement and the terms and provisions of the Master Contract, the terms and provisions of this Agreement shall control.
3. **Defined Terms.** All initial capitalized terms used in this Agreement shall have the same meaning as set forth in the Master Contract unless otherwise provided in this Agreement. All references to “Miami-Dade County” or the “County” shall be replaced with the “Town of Surfside” or the “Town” where applicable.
4. **Article 6 Section (1) of Master Contract.** Article 6 Section (1) of the Master Contract is hereby deleted and replaced as follows:

(1) to the Town:

- a) to the Town Manager:
Attn: Town Manager
9293 Harding Avenue
Surfside, FL 33154
305-861-4863 (telephone)
305-993-5097 (facsimile)
ahyatt@townofsurfsidefl.gov (email)

and,

- b) to the Town Attorney:
Weiss Serota Helfman Cole & Bierman, P.L
Attention: Lillian M. Arango, Esq.
2800 Ponce de Leon Blvd, Suite 1200
Coral Gables, FL 33134
Phone: (305) 8540800
E-mail: larango@wsh-law.com

5. **Article 9 of Master Contract.** Article 9 of the Master Contract is hereby deleted in its entirety and replaced as follows:

ARTICLE 9. METHOD OF TIMES AND PAYMENT

The Contractor agrees that under the provisions of this Agreement, the Town will pay for services provided and approved under each Purchase Order (PO) at the Contractor’s hourly rates in accordance with Appendix B – Price Schedule. The Town will use Purchase Orders as a Notice to Proceed for any requested deliverables under this Agreement. The Contractor may bill the Town periodically, but not more than once per month, upon invoices certified by the Contractor pursuant to the issued Purchase Orders at the hourly rates indicated under Appendix B – Price Schedule. However, if an invoice is received from the Contractor with no PO associated with it, the invoice will not get paid. All invoices shall be taken

from the books of account kept by the Contractor, shall be supported by copies of payroll distribution, receipt bills or other documents reasonably required by the Town, shall show the Town's Agreement number, and shall have a unique invoice number assigned by the Contractor.

Invoices and associated back-up documentation shall be submitted in duplicate by the Contractor to the Town as follows:

Town of Surfside
Finance Department
Attention: Jason Greene, Chief Financial Officer
9293 Harding Avenue
Surfside, Florida 33154
Phone: (305) 861-4863
E-mail: jgreene@twonofsurfsidefl.com

6. **Article 17 of Master Contract.** Article 17 of the Master Contract is hereby deleted in its entirety and replaced as follows:

ARTICLE 17. OWNERSHIP AND ACCESS TO RECORDS AND AUDITS

- a) 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).
- b) 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.

- c) 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.
- d) 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.
- e) 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.
- f) Any compensation due to Contractor shall be withheld until all records are received as provided herein.
- g) 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.

7. **Article 31 of the Master Contract.** Article 31 of the Master Contract is hereby deleted in its entirety and replaced as follows:

ARTICLE 31. CONFLICT OF INTEREST.

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 the Town.

8. **Article 32 of the Master Contract.** Article 32 of the Master Contract is hereby deleted in its entirety.

9. **Article 39 of the Master Contract.** Article 39 of the Master Contract is hereby deleted in its entirety.

10. **Article 40 of the Master Contract.** Article 40 of the Master Contract is hereby deleted in its entirety and replaced as follows:

ARTICLE 40. PUBLIC RECORDS AND CONTRACTS FOR SERVICES PERFORMED ON BEHALF OF THE TOWN OF SURFSIDE

The Contractor shall comply with the Public Records Laws of the State of Florida, including by not limited to, (1) keeping and maintaining all public records that ordinarily and necessarily would be required by the Town in order to perform the service; (2) providing the public with access to public records on the same terms and conditions that the Town would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law; (3) ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meeting all requirements for retaining public records and transferring, at no cost, to the Town all public records in possession of the Contractor upon termination of the contract and destroying any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements upon such transfer. In addition, all records stored electronically must be provided to the Town in a format that is compatible with the information technology systems of the Town. Failure to meet any of these provisions or to comply with Florida's Public Records Laws as applicable shall be a material breach of this Agreement and shall be enforced in accordance with the terms and conditions of the Agreement.

Notice Pursuant to Section 119.0701(2)(a), Florida Statutes. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.

Custodian of Records: Sandra McCreedy, MMC
Mailing address: 9293 Harding Avenue
Surfside, FL 33154
Telephone number: 305-861-4863
Email: smccreedy@townofsurfsidefl.gov

[Remainder of page intentionally left blank. Signature pages follow.]

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:

Signed, sealed and delivered by:

Witness #1 Print Name: _____

Print Name: _____

Witness #2 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

EXHIBIT "A"

Agreement

between

Miami-Dade County

and

Hagerty Consulting, Inc.

For Disaster Cost Recovery Services

(including all Appendixes and Exhibits attached thereto)

Disaster Cost Recovery Services
Contract No. RFP-01488

THIS AGREEMENT made and entered into as of this 23rd day of September, 2020 by and between Hagerty Consulting, Inc., a corporation organized and existing under the laws of the State of Illinois, having its principal office at 1618 Orrington Avenue, Suite 201, Evanston, IL 60201 (hereinafter referred to as the "Contractor"), and Miami-Dade County, a political subdivision of the State of Florida, having its principal office at 111 N.W. 1st Street, Miami, Florida 33128 (hereinafter referred to as the "County"),

WITNESSETH:

WHEREAS, the Contractor has offered to provide providing the Emergency Management Professional Services, required to manage the cost recovery and reimbursement services that occur after a disaster, on a non-exclusive basis, that shall conform to the Scope of Services (Appendix A); Miami-Dade County's Request for Proposals (RFP) No.01488 and all associated addenda and attachments, incorporated herein by reference; and the requirements of this Agreement; and,

WHEREAS, the Contractor has submitted a written proposal dated April 29, 2020, hereinafter referred to as the "Contractor's Proposal" which is incorporated herein by reference; and,

WHEREAS, the County desires to procure from the Contractor such the Emergency Management Professional Services for the County, in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE 1. DEFINITIONS

The following words and expressions used in this Agreement shall be construed as follows, except when it is clear from the context that another meaning is intended:

- a) The words "Contract" or "Agreement" to mean collectively these terms and conditions, the Scope of Services (Appendix A), all other appendices and attachments hereto, all amendments issued hereto, RFP No. 01488 and all associated addenda, and the Contractor's Proposal.
- b) The words "Contract Date" to mean the date on which this Agreement is effective.
- c) The words "Contract Manager" to mean Miami-Dade County's Director, Internal Services

- Department, or the duly authorized representative designated to manage the Contract.
- c) The word "Contractor" to mean Hagerty Consulting, Inc., and its permitted successors.
 - d) The words "Community Development Block Grant" or "CDBG" to mean the U.S. Department Housing and Urban Development (HUD) Community Development Block Grant Program, which provides communities with resources to address a wide range of unique community development needs.
 - e) The word "County" to mean Miami-Dade County, a political subdivision of the State of Florida.
 - e) The word "Days" to mean Calendar Days.
 - f) The word "Deliverables" to mean all documentation and any items of any nature submitted by the Contractor to the County's Project Manager for review and approval pursuant to the terms of this Agreement.
 - g) The words "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the County's Project Manager; and similarly the words "approved", "acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the County's Project Manager.
 - h) The words "Disaster Recovery Reform Act" to mean the Disaster Recovery Reform Act signed into law in October 5, 2018.
 - h) The words "Extra Work" or "Additional Work" to mean additions or deletions or modifications to the amount, type or value of the Work and Services as required in this Contract, as directed and/or approved by the County.
 - i) The acronym "FEMA" to mean the Federal Emergency Management Agency, an agency of the United States Department of Homeland Security, responsible for coordinating government-wide relief efforts.
 - j) The words "Interim Policy Management Costs" to mean the management costs associated with the Public Assistance (PA) Management Costs Interim Policy, which implements Section 1215 of the Disaster Recovery Reform Act of 2018.
 - k) The words "Management Costs" to mean any indirect cost, any direct administrative cost, and any other administrative expense associated with a specific project under a major disaster, emergency, or disaster preparedness or mitigation activation or measure as defined under the Disaster Recovery Reform Act of 2018.
 - l) The word "MDFR" to mean Miami-Dade Fire Rescue Department.
 - i) The words "Project Manager" to mean the County Mayor or the duly authorized representative designated to manage the Project.
 - j) The words "Scope of Services" to mean the document appended hereto as Appendix A, which details the work to be performed by the Contractor.

- k) The word "subcontractor" or "subconsultant" to mean any person, entity, firm or corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf and/or under the direction of the Contractor and whether or not in privity of Contract with the Contractor.
- l) The words "Work", "Services" "Program", or "Project" to mean all matters and things required to be done by the Contractor in accordance with the provisions of this Contract.

ARTICLE 2. ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) these terms and conditions, 2) the Scope of Services (Appendix A), 3) Price Schedule (Appendix B), 4) the Miami-Dade County's RFP No. 01488 and any associated addenda and attachments thereof, and 5) the Contractor's Proposal.

ARTICLE 3. RULES OF INTERPRETATION

- a) References to a specified Article, section or schedule shall be construed as reference to that specified Article, or section of, or schedule to this Agreement unless otherwise indicated.
- b) Reference to any agreement or other instrument shall be deemed to include such agreement or other instrument as such agreement or other instrument may, from time to time, be modified, amended, supplemented, or restated in accordance with its terms.
- c) The terms "hereof", "herein", "hereinafter", "hereby", "herewith", "hereto", and "hereunder" shall be deemed to refer to this Agreement.
- d) The titles, headings, captions and arrangements used in these Terms and Conditions are for convenience only and shall not be deemed to limit, amplify or modify the terms of this Contract, nor affect the meaning thereof.

ARTICLE 4. NATURE OF THE AGREEMENT

- a) This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.
- b) The Contractor shall provide the services set forth in the Scope of Services, and render full and prompt cooperation, in accordance with customary industry standards, with the County in all aspects of the Services performed hereunder.
- c) The Contractor acknowledges that this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work and

Services under this Contract. All things not expressly mentioned in this Agreement but necessary to carrying out its intent are required by this Agreement, and the Contractor shall perform the same as though they were specifically mentioned, described and delineated.

- d) The Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Work and Services that are necessary for the completion of this Contract. All Work and Services shall be accomplished at the direction of and to the satisfaction of the County's Project Manager.
- e) The Contractor acknowledges that the County shall be responsible for making all policy decisions regarding the Scope of Services. The Contractor agrees to provide input on policy issues in the form of recommendations. The Contractor agrees to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the County. The Contractor agrees to act in an expeditious and fiscally sound manner, in accordance with industry standards, in providing the County with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

ARTICLE 5. CONTRACT TERM

The Contract shall become effective on the date indicated on the first page of this Agreement and shall continue through the last day of the 60th month. The County, at its sole discretion, reserves the right to exercise the option to renew this Contract for two additional five-year periods. The County reserves the right to exercise its option to extend this Contract for up to one hundred-eighty (180) calendar days beyond the current Contract period and will notify the Contractor in writing of the extension. This Contract may be extended beyond the initial one hundred-eighty (180) calendar day extension period by mutual agreement between the County and the Contractor, upon approval by the Board of County Commissioners.

ARTICLE 6. NOTICE REQUIREMENTS

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via e-mail (if provided below) and followed with delivery of hard copy; and in any case addressed as follows:

(1) to the County

- a) to the Project Manager:

Miami-Dade County Fire Rescue Department,
Office of Emergency Management
Attention: Division Director
9300 NW 41st Street
Miami, Florida 33178.
Phone: (305) 468-5406
E-mail: charles.cyrille@miamidade.gov

and,

- b) to the Contract Manager:

Miami-Dade County
Internal Services Department, Strategic Procurement Division
Attention: Chief Procurement Officer
111 N.W. 1st Street, Suite 1375
Miami, FL 33128-1974
Phone: (305) 375-4900
E-mail: Namita.Uppal@miamidade.gov

(2) To the Contractor

Hagerty Consulting, Inc.
Attention: Bradley R. Grining
1618 Orrington Avenue, Suite 201,
Evanston, IL 60201
Phone: 312-560-5894
E-mail: brad.grining@hagertyconsulting.com

Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

ARTICLE 7. PAYMENT FOR SERVICES/AMOUNT OBLIGATED

The Contractor warrants that it has reviewed the County's requirements and has asked such questions and conducted such other inquiries as the Contractor deemed necessary in order to determine the price the Contractor will charge to provide the Work and Services to be performed under this Contract. The compensation for all Work and Services performed under this Contract, including all costs associated with such Work and Services, shall be in accordance with each Purchase Order (PO) issued as a Notice to Proceed at the hourly rate indicated under Appendix B – Price Schedule. The County shall have no obligation to pay the Contractor any additional sum in excess of this amount listed on the PO, except for an issuance of a new PO, change and/or modification to the PO or Contract, which is approved and executed in writing by the County and the Contractor.

All Services undertaken by the Contractor before County's approval of this Contract shall be at the Contractor's risk and expense.

ARTICLE 8. PRICING

Prices shall remain firm and fixed for the term of the Contract, including any option or extension periods, as indicated in Appendix B – Price Schedule; however, the Contractor may offer incentive discounts to the County at any time during the Contract term, including any renewal or extension thereof.

ARTICLE 9. METHOD AND TIMES OF PAYMENT

The Contractor agrees that under the provisions of this Agreement, the County will pay for services provided and approved under each PO at the Contractor's hourly rates in accordance with Appendix B – Price Schedule. The County will use a Purchase Orders as a Notice to Proceed for any requested deliverables under this Contract. The Contractor may bill the County periodically, but not more than once per month, upon invoices certified by the Contractor pursuant

the issued Purchase Orders at the hourly rates indicated under Appendix B – Price Schedule. However, if an invoice is received from the Contractor with no PO associated with it, the invoice will not get paid. All invoices shall be taken from the books of account kept by the Contractor, shall be supported by copies of payroll distribution, receipt bills or other documents reasonably required by the County, shall show the County's contract number, and shall have a unique invoice number assigned by the Contractor. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. All firms, including Small Business Enterprises, providing goods and services to the County, shall receive payment to maintain sufficient cash flow. In accordance with Section 218.74 of the Florida Statutes, and Section 2-8.1.4 of the Code of Miami-Dade County, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five (45) days from receipt of a proper invoice. Billings from prime Contractors under services and goods contracts with the County or Public Health Trust, that are Small Business Enterprise contract set-aside, bid preference or contain a subcontractor goal, shall be promptly reviewed and payment made by the County or Trust on those amounts not under dispute within fourteen (14) calendar days of receipt of such billing by the County or the Trust pursuant to Sections 2-8.1.1.1.1 and 2-8.1.1.1.2 of the Code of Miami-Dade. All payments due from the County or the Public Health Trust, and not made within the time specified by this section shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Mayor, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.

In accordance with Miami-Dade County Implementing Order 3-9, Accounts Receivable Adjustments, if money is owed by the Contractor to the County, whether under this Contract or for any other purpose, the County reserves the right to retain such amount from payment due by County to the Contractor under this Contract. Such retained amount shall be applied to the amount owed by the Contractor to the County. The Contractor shall have no further claim to such retained amounts which shall be deemed full accord and satisfaction of the amount due by the County to the Contractor for the applicable payment due herein.

Invoices and associated back-up documentation shall be submitted in duplicate by the Contractor to the County as follows:

Miami-Dade County Fire Rescue Department,
Office of Emergency Management
Attention: Division Director
9300 NW 41st Street
Miami, Florida 33178.
Phone: (305) 468-5406
E-mail: charles.cyrille@miamidade.gov

The County may at any time designate a different address and/or contact person by giving written notice to the other party.

ARTICLE 10. INDEMNIFICATION AND INSURANCE

The Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature

arising out of, relating to or resulting from the negligent or reckless performance of Services under this Agreement by the Contractor or its employees, agents, servants, partners principals or subcontractors. The Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs and judgments which may issue thereon. The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

Upon County's notification, the Contractor shall furnish to the Internal Services Department, Strategic Procurement Division, Certificates of Insurance that indicate that insurance coverage has been obtained, which meets the requirements as outlined below:

1. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.
2. Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence, \$2,000,000 aggregate. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
3. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
4. Professional Liability Insurance or Errors & Omissions, in an amount not less than \$5,000,000 per occurrence and in the aggregate.
5. Crime Coverage in an amount of no less than \$1,000,000. Coverages to include forgery or alteration, computer fraud, funds transfer fraud, fraudulent money orders & counterfeiting.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength by Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

OR

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida", issued by the State of Florida Department of Financial Services and are members of the Florida Guaranty Fund.

The mailing address of Miami-Dade County as the certificate holder must appear on the certificate of insurance as follows:

**Miami-Dade County
111 N.W. 1st Street
Suite 1300**

Miami, Florida 33128-1974

Compliance with the foregoing requirements shall not relieve the Contractor of this liability and obligation under this section or under any other section in this Agreement.

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within ten (10) business days. If the insurance certificate is received within the specified timeframe but not in the manner prescribed in this Agreement, the Contractor shall have an additional five (5) business days to submit a corrected certificate to the County. If the Contractor fails to submit the required insurance documents in the manner prescribed in this Agreement within fifteen (15) business days, the Contractor shall be in default of the contractual terms and conditions and award of the Contract may be rescinded, unless such timeframe for submission has been extended by the County.

The Contractor shall assure that the Certificates of Insurance required in conjunction with this Section remain in full force for the term of the Contract, including any renewal or extension periods that may be exercised by the County. If the Certificate(s) of Insurance is scheduled to expire during the term of the Contract, the Contractor shall submit new or renewed Certificate(s) of Insurance to the County a minimum of ten (10) calendar days before such expiration. In the event that expired Certificates of Insurance are not replaced or renewed to cover the Contract period, the County may suspend the Contract until the new or renewed certificates are received by the County in the manner prescribed herein. If such suspension exceeds thirty (30) calendar days, the County may, at its sole discretion, terminate the Contract for cause and the Contractor shall be responsible for all direct and indirect costs associated with such termination.

ARTICLE 11. MANNER OF PERFORMANCE

- a) The Contractor shall provide the Services described herein in a competent and professional manner satisfactory to the County in accordance with the terms and conditions of this Agreement. The County shall be entitled to a satisfactory performance of all Services described herein and to full and prompt cooperation by the Contractor in all aspects of the Services. At the request of the County, the Contractor shall promptly remove from the project any Contractor's employee, subcontractor, or any other person performing Services hereunder. The Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Contractor.
- b) Subject to Section C below, the Contractor agrees to defend, hold harmless and indemnify the County and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the County, occurring on account of, arising from or in connection with the removal and replacement of any Contractor's personnel performing services hereunder at the behest of the County. Removal and replacement of any Contractor's personnel as used in this Article shall not require the termination and or demotion of such Contractor's personnel.
- c) The Contractor agrees that at all times it will employ, maintain and assign to the performance of the Services a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Contractor agrees to adjust its personnel staffing levels or to replace any its personnel if so directed upon reasonable request from the County, should the County make a determination, in its sole discretion, that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a

position.

- d) The Contractor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the Services described herein, in a competent and professional manner.
- e) The Contractor shall at all times cooperate with the County and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Services.
- f) The Contractor shall comply with all provisions of all federal, state and local laws, statutes, ordinances, and regulations that are applicable to the performance of this Agreement.

ARTICLE 12. EMPLOYEES OF THE CONTRACTOR

All employees of the Contractor shall be considered to be, at all times, employees of the Contractor under its sole direction and not employees or agents of the County. The Contractor shall supply competent employees. Miami-Dade County may require the Contractor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on County property is not in the best interest of the County. Each employee shall have and wear proper identification.

ARTICLE 13. INDEPENDENT CONTRACTOR RELATIONSHIP

The Contractor is, and shall be, in the performance of all work services and activities under this Agreement, an independent contractor, and not an employee, agent or servant of the County. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees and agents of the County.

The Contractor does not have the power or authority to bind the County in any promise, agreement or representation other than specifically provided for in this Agreement.

ARTICLE 14. AUTHORITY OF THE COUNTY'S PROJECT MANAGER

- a) The Contractor hereby acknowledges that the County's Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Contractor's Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.
- b) The Contractor shall be bound by all determinations or orders and shall promptly comply with every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.

- c) The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Contractor and the Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in this Article. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.
- d) In the event of such dispute, the parties to this Agreement authorize the County Mayor or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the County Mayor's purview as set forth above shall be conclusive, final and binding on parties. Any such dispute shall be brought, if at all, before the County Mayor within 10 days of the occurrence, event or act out of which the dispute arises.
- e) The County Mayor may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Contractor's performance or any Deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the County Mayor participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Contractor to the County Mayor for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. Whenever the County Mayor is entitled to exercise discretion or judgement or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be fair and impartial when exercised or taken. The County Mayor, as appropriate, shall render a decision in writing and deliver a copy of the same to the Contractor. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

ARTICLE 15. MUTUAL OBLIGATIONS

- a) This Agreement, including attachments and appendices to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of both parties.
- b) Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.
- c) In those situations where this Agreement imposes an indemnity obligation on the Contractor, the County may, at its expense, elect to participate in the defense if the County should so choose.

ARTICLE 16. QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING

The Contractor shall maintain, and shall require that its subcontractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Scope of Services. The Contractor and its subcontractors and suppliers, shall retain such records, and all other documents relevant to the Services furnished under this Agreement for a period of three (3) years from the expiration date of this Agreement and any extension thereof.

ARTICLE 17. AUDITS

The County, or its duly authorized representatives and governmental agencies, shall until the expiration of three (3) years after the expiration of this Agreement and any extension thereof, have access to and the right to examine and reproduce any of the Contractor's books, documents, papers and records and of its subcontractors and suppliers which apply to all matters of the County. Such records shall subsequently conform to Generally Accepted Accounting Principles requirements, as applicable, and shall only address those transactions related to this Agreement.

Pursuant to Section 2-481 of the Code of Miami-Dade County, the Contractor will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds. The Contractor agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

ARTICLE 18. SUBSTITUTION OF PERSONNEL

In the event the Contractor wishes to substitute personnel for the key personnel identified by the Contractor's Proposal, the Contractor must notify the County in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution.

ARTICLE 19. CONSENT OF THE COUNTY REQUIRED FOR ASSIGNMENT

The Contractor shall not assign, transfer, convey or otherwise dispose of this Agreement, including its rights, title or interest in or to the same or any part thereof without the prior written consent of the County.

ARTICLE 20. SUBCONTRACTUAL RELATIONS

- a) If the Contractor will cause any part of this Agreement to be performed by a Subcontractor, the provisions of this Contract will apply to such Subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Contractor; and the Contractor will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the Subcontractor, its officers, agents, and employees, as if they were employees of the Contractor. The services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the Contractor.
- b) The Contractor, before making any subcontract for any portion of the services, will state in writing to the County the name of the proposed Subcontractor, the portion of the Services which the Subcontractor is to do, the place of business of such Subcontractor, and such other information as the County may require. The County will have the right to require the Contractor not to award any subcontract to a person, firm or corporation disapproved by the County.

- c) Before entering into any subcontract hereunder, the Contractor will inform the Subcontractor fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the Services to be performed. Such Services performed by such Subcontractor will strictly comply with the requirements of this Contract.
- d) In order to qualify as a Subcontractor satisfactory to the County, in addition to the other requirements herein provided, the Subcontractor must be prepared to prove to the satisfaction of the County that it has the necessary facilities, skill and experience, and ample financial resources to perform the Services in a satisfactory manner. To be considered skilled and experienced, the Subcontractor must show to the satisfaction of the County that it has satisfactorily performed services of the same general type which is required to be performed under this Agreement.
- e) The County shall have the right to withdraw its consent to a subcontract if it appears to the County that the subcontract will delay, prevent, or otherwise impair the performance of the Contractor's obligations under this Agreement. All Subcontractors are required to protect the confidentiality of the County's and County's proprietary and confidential information. Contractor shall furnish to the County copies of all subcontracts between Contractor and Subcontractors and suppliers hereunder. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the County to any subcontractor hereunder as more fully described herein.

ARTICLE 21. ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS

The Contractor understands and agrees that any assumptions, parameters, projections, estimates and explanations presented by the County were provided to the Contractor for evaluation purposes only. However, since these assumptions, parameters, projections, estimates and explanations represent predictions of future events the County makes no representations or guarantees; and the County shall not be responsible for the accuracy of the assumptions presented; and the County shall not be responsible for conclusions to be drawn therefrom; and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Contractor. The Contractor accepts all risk associated with using this information.

ARTICLE 22. SEVERABILITY

If this Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from this Agreement without affecting the binding force of this Agreement as it shall remain after omitting such provision.

ARTICLE 23. TERMINATION AND SUSPENSION OF WORK

- a) The County may terminate this Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the County through fraud, misrepresentation or material misstatement.
- b) The County may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the County and that such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.

- c) The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement may be debarred from County contracting for up to five (5) years in accordance with the County debarment procedures. The Contractor may be subject to debarment for failure to perform and all other reasons set forth in Section 10-38 of the Code of Miami-Dade County.
- d) In addition to cancellation or termination as otherwise provided in this Agreement, the County may at any time, in its sole discretion, with or without cause, terminate this Agreement by written notice to the Contractor.
- e) In the event that the County exercises its right to terminate this Agreement, the Contractor shall, upon receipt of such notice, unless otherwise directed by the County:
- i. stop work on the date specified in the notice ("the Effective Termination Date");
 - ii. take such action as may be necessary for the protection and preservation of the County's materials and property;
 - iii. cancel orders;
 - iv. assign to the County and deliver to any location designated by the County any non-cancelable orders for Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement and not incorporated in the Services;
 - v. take no action which will increase the amounts payable by the County under this Agreement; and
- f) In the event that the County exercises its right to terminate this Agreement, the Contractor will be compensated as stated in the payment Articles herein for the:
- i. portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and
 - ii. non-cancelable Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement, but not incorporated in the Services.
- g) All compensation pursuant to this Article are subject to audit.

ARTICLE 24. EVENT OF DEFAULT

- a) An Event of Default shall mean a breach of this Agreement by the Contractor. Without limiting the generality of the foregoing, and in addition to those instances referred to herein as a breach, an Event of Default shall include the following:
- i. the Contractor has not delivered Deliverables on a timely basis;
 - ii. the Contractor has refused or failed to supply enough properly skilled staff personnel;

- iii. the Contractor has failed to make prompt payment to subcontractors or suppliers for any Services;
 - iv. the Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;
 - v. the Contractor has failed to obtain the approval of the County where required by this Agreement;
 - vi. the Contractor has failed to provide "adequate assurances" as required under subsection b below;
 - vii. the Contractor has failed in the representation of any warranties stated herein.
- b) When, in the opinion of the County, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Services or any portion thereof, the County may request that the Contractor, within the timeframe set forth in the County's request, provide adequate assurances to the County, in writing, of the Contractor's ability to perform in accordance with the terms of this Agreement. Until the County receives such assurances, the County may request an adjustment to the compensation received by the Contractor for portions of the Services which the Contractor has not performed. In the event that the Contractor fails to provide to the County the requested assurances within the prescribed timeframe, the County may:
- i. treat such failure as a repudiation of this Agreement; and
 - ii. resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.
- c) In the event the County shall terminate this Agreement for default, the County or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

ARTICLE 25. NOTICE OF DEFAULT - OPPORTUNITY TO CURE

If an Event of Default occurs in the determination of the County, the County shall so notify the Contractor ("Default Notice"), specifying the basis for such default, and advising the Contractor that such default must be cured within a thirty (30) day period. The County may grant an additional period of such duration as the County shall deem appropriate without waiver of any of the County's rights hereunder, so long as the Contractor has commenced curing such default and is effectuating a cure with diligence and continuity during such thirty (30) day period or any other period which the County prescribes. The default notice shall specify the date the Contractor shall discontinue the Services upon the Termination Date.

ARTICLE 26. REMEDIES IN THE EVENT OF DEFAULT

If an Event of Default occurs, the Contractor shall be liable for all damages resulting from the default, including but not limited to:

- a) the difference between the cost associated with procuring Services hereunder and the amount actually expended by the County for re-procurement of Services, including procurement and administrative costs; and
- b) such other direct damages.

The Contractor shall also remain liable for any liabilities and claims related to the Contractor's default. The County may also bring any suit or proceeding for specific performance or for an injunction.

ARTICLE 27. PATENT AND COPYRIGHT INDEMNIFICATION

- a) The Contractor shall not infringe on any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights in the performance of the Work.
- b) The Contractor warrants that all Deliverables furnished hereunder, including but not limited to: equipment, programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights.
- c) The Contractor shall be liable and responsible for any and all claims made against the County for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the County's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the County and defend any action brought against the County with respect to any claim, demand, cause of action, debt, or liability related to any alleged patent or copyright infringement.
- d) In the event any Deliverable or anything provided to the County hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation to, at the County's option to (i) modify, or require that the applicable subcontractor or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the County, at the Contractor's expense, the rights provided under this Agreement to use the item(s).
- e) The Contractor shall be solely responsible for determining and informing the County whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Contractor shall enter into agreements with all suppliers and subcontractors at the Contractor's own risk. The County may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the County's judgment, use thereof would delay the Work or be unlawful.

ARTICLE 28. CONFIDENTIALITY

- a) All Developed Works and other materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the County in connection with the Services performed under this Agreement, made or developed by the Contractor or its subcontractors in the course of the performance of such Services, or the results of such Services, or which the County holds the proprietary rights, constitute Confidential Information and may not, without the prior written consent of the County, be used by the Contractor or its employees, agents, subcontractors or suppliers for any purpose other than for the benefit of the County, unless required by law. In addition to the foregoing, all County employee information and County financial information shall be considered Confidential Information and shall be subject to all the requirements stated herein. Neither the Contractor nor its employees, agents, subcontractors or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such Confidential Information without the prior written consent of the County. Additionally, the Contractor expressly agrees to be bound by and to defend, indemnify and hold harmless the County, and their officers and employees from the breach of any federal, state or local law in regard to the privacy of individuals.
- b) The Contractor shall advise each of its employees, agents, subcontractors and suppliers who may be exposed to such Confidential Information of their obligation to keep such information confidential and shall promptly advise the County in writing if it learns of any unauthorized use or disclosure of the Confidential Information by any of its employees or agents, or subcontractor's or supplier's employees, present or former. In addition, the Contractor agrees to cooperate fully and provide any assistance necessary to ensure the confidentiality of the Confidential Information.
- c) It is understood and agreed that in the event of a breach of this Article damages may not be an adequate remedy and the County shall be entitled to injunctive relief to restrain any such breach or threatened breach. Unless otherwise requested by the County, upon the completion of the Services performed hereunder, the Contractor shall immediately turn over to the County all such Confidential Information existing in tangible form, and no copies thereof shall be retained by the Contractor or its employees, agents, subcontractors or suppliers without the prior written consent of the County. A certificate evidencing compliance with this provision and signed by an officer of the Contractor shall accompany such materials.

ARTICLE 29. PROPRIETARY INFORMATION

As a political subdivision of the State of Florida, Miami-Dade County is subject to the stipulations of Florida's Public Records Law.

The Contractor acknowledges that all computer software in the County's possession may constitute or contain information or materials which the County has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the County has developed at its own expense, the disclosure of which could harm the County's proprietary interest therein.

During the term of the contract, the Contractor will not use directly or indirectly for itself or for others, or publish or disclose to any third party, or remove from the County's property, any computer programs, data compilations, or other software which the County has developed, has used or is using, is holding for use, or which are otherwise in the possession of the County

(hereinafter "Computer Software"). All third-party license agreements must also be honored by the contractors and their employees, except as authorized by the County and, if the Computer Software has been leased or purchased by the County, all hired party license agreements must also be honored by the contractors' employees with the approval of the lessor or Contractors thereof. This includes mainframe, minis, telecommunications, personal computers and any and all information technology software.

The Contractor will report to the County any information discovered or which is disclosed to the Contractor which may relate to the improper use, publication, disclosure or removal from the County's property of any information technology software and hardware and will take such steps as are within the Contractor's authority to prevent improper use, disclosure or removal.

ARTICLE 30. PROPRIETARY RIGHTS

- a) The Contractor hereby acknowledges and agrees that the County retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the County to the Contractor hereunder or furnished by the Contractor to the County and/or created by the Contractor for delivery to the County, even if unfinished or in process, as a result of the Services the Contractor performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, subcontractors and suppliers may use only in connection with the performance of Services under this Agreement. The Contractor shall not, without the prior written consent of the County, use such documentation on any other project in which the Contractor or its employees, agents, subcontractors or suppliers are or may become engaged. Submission or distribution by the Contractor to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the County's copyrights or other proprietary rights.
- b) All rights, title and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Contractor and its subcontractors specifically for the County, hereinafter referred to as "Developed Works" shall become the property of the County.
- c) Accordingly, neither the Contractor nor its employees, agents, subcontractors or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced or distributed by or on behalf of the Contractor, or any employee, agent, subcontractor or supplier thereof, without the prior written consent of the County, except as required for the Contractor's performance hereunder.
- d) Except as otherwise provided in subsections a, b, and c above, or elsewhere herein, the Contractor and its subcontractors and suppliers hereunder shall retain all proprietary rights in and to all Licensed Software provided hereunder, that have not been customized to satisfy the performance criteria set forth in the Scope of Services. Notwithstanding the foregoing, the Contractor hereby grants, and shall require that its subcontractors and suppliers grant, if the County so desires, a perpetual, irrevocable and unrestricted right and license to use, duplicate, disclose and/or permit any other person(s) or entity(ies) to use all such Licensed Software and the associated specifications, technical data and other Documentation for the operations of the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. Such license specifically includes, but is not limited to, the right of the County to use and/or disclose, in whole or in part, the

technical documentation and Licensed Software, including source code provided hereunder, to any person or entity outside the County for such person's or entity's use in furnishing any and/or all of the Deliverables provided hereunder exclusively for the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. No such License Software, specifications, data, documentation or related information shall be deemed to have been given in confidence and any statement or legend to the contrary shall be void and of no effect.

ARTICLE 31. VENDOR REGISTRATION/CONFLICT OF INTEREST

a) Vendor Registration

The Contractor shall be a registered vendor with the County – Internal Services Department, Strategic Procurement Division, for the duration of this Agreement. In becoming a registered vendor with Miami-Dade County, the Contractor confirms its knowledge of and commitment to comply with the following:

1. **Miami-Dade County Ownership Disclosure Affidavit**
(Section 2-8.1 of the Code of Miami-Dade County)
2. **Miami-Dade County Employment Disclosure Affidavit**
(Section 2.8.1(d)(2) of the Code of Miami-Dade County)
3. **Miami-Dade County Employment Drug-free Workplace Certification**
(Section 2-8.1.2(b) of the Code of Miami-Dade County)
4. **Miami-Dade County Disability and Nondiscrimination Affidavit**
(Section 2-8.1.5 of the Code of Miami-Dade County)
5. **Miami-Dade County Debarment Disclosure Affidavit**
(Section 10.38 of the Code of Miami-Dade County)
6. **Miami-Dade County Vendor Obligation to County Affidavit**
(Section 2-8.1 of the Code of Miami-Dade County)
7. **Miami-Dade County Code of Business Ethics Affidavit**
(Sections 2-8.1(i), 2-11.1(b)(1) through (6) and (9), and 2-11.1(c) of the Code of Miami-Dade County)
8. **Miami-Dade County Family Leave Affidavit**
(Article V of Chapter 11 of the Code of Miami-Dade County)
9. **Miami-Dade County Living Wage Affidavit**
(Section 2-8.9 of the Code of Miami-Dade County)
10. **Miami-Dade County Domestic Leave and Reporting Affidavit** (Article VIII, Section 11A-60 - 11A-67 of the Code of Miami-Dade County)
11. **Miami-Dade County E-Verify Affidavit**
(Executive Order 11-116)
12. **Miami-Dade County Pay Parity Affidavit**
(Resolution R-1072-17)
13. **Miami-Dade County Suspected Workers' Compensation Fraud Affidavit**
(Resolution R-919-18)
14. **Subcontracting Practices**
(Section 2-8.8 of the Code of Miami-Dade County)
15. **Subcontractor/Supplier Listing**
(Section 2-8.1 of the Code of Miami-Dade County)
16. **Form W-9 and 147c Letter**
(as required by the Internal Revenue Service)
17. **FEIN Number or Social Security Number**
In order to establish a file, the Contractor's Federal Employer Identification Number (FEIN) must be provided. If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes Contractor's "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that the County requests the Social Security Number for the following purposes:
 - Identification of individual account records
 - To make payments to individual/Contractor for goods and services provided to Miami-Dade County
 - Tax reporting purposes
 - To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records
18. **Office of the Inspector General**
(Section 2-1076 of the Code of Miami-Dade County)
19. **Small Business Enterprises**
The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.1.1.1.1, 2-8.1.1.1.2 and 2-8.2.2 of the Code of Miami-Dade County and Title 49 of the Code of Federal Regulations.
20. **Antitrust Laws**
By acceptance of any contract, the Contractor agrees to comply with all antitrust laws of the United States and the State of Florida.

b) Conflict of Interest and Code of Ethics

Section 2-11.1(d) of the Code of Miami-Dade County requires that any County employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County, competing or applying for a contract, must first request a conflict of interest opinion from the County's Ethics Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County. Any such contract or business engagement entered in violation of this subsection, as amended, shall be rendered voidable. All autonomous personnel, quasi-judicial personnel, advisory personnel, and employees wishing to do business with the County are hereby advised they must comply with the applicable provisions of Section 2-11.1 of the Code of Miami-Dade County relating to Conflict of Interest and Code of Ethics. In accordance with Section 2-11.1 (y), the Miami-Dade County Commission on Ethics and Public Trust (Ethics Commission) shall be empowered to review, interpret, render advisory opinions and letters of instruction and enforce the Conflict of Interest and Code of Ethics Ordinance.

ARTICLE 32. INSPECTOR GENERAL REVIEWS

Independent Private Sector Inspector General Reviews

Pursuant to Miami-Dade County Administrative Order 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Contractor shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Contractor's prices and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision apply to the Contractor, its officers, agents, employees, subcontractors and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities and performance of the Contractor in connection with this Agreement. The terms of this Article shall not impose any liability on the County by the Contractor or any third party.

Miami-Dade County Inspector General Review

According to Section 2-1076 of the Code of Miami-Dade County, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts. Due to federal funding, this Contract is exempted from paying the one quarter (1/4) of one (1) percent of the total contract amount cost for the audit of this Contract.

Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the Commission; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Implementing Order 3-38; (m) federal, state and local government-funded grants; and (n) interlocal agreements. ***Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the***

inclusion of the fee assessment of one quarter (1/4) of one percent in any exempted contract at the time of award.

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts including, but not limited to, those contracts specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract. The Inspector General shall have the power to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of the Contractor, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon written notice to the Contractor from the Inspector General or IPSIG retained by the Inspector General, the Contractor shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Contractor's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

ARTICLE 33. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

Contractor agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State and the County orders, statutes, ordinances, rules and regulations which may pertain to the Services required under this Agreement, including, but not limited to:

- a) Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended by executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR chapter 60), as well as the Americans with Disabilities Act of 1990 and implementing regulations, the Rehabilitation Act of 1973, as amended, chapter 553, Florida Statutes, and any and all other local, State and Federal directives, ordinances, rules, orders, and laws relating to people with disabilities and Miami-Dade County Florida, Department of Small Business Development Participation Provisions, as may be applicable.
- b) Miami-Dade County Small Business Enterprises Development Participation Provisions, as applicable to this Contract.
- c) The Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.

- d) Section 2-11.1 of the Code of Miami-Dade County, "Conflict of Interest and Code of Ethics."
- e) Section 10-38 of the Code of Miami-Dade County, "Debarment of Contractors from County Work."
- f) Section 11A-60 - 11A-67 of the Code of Miami-Dade County, "Domestic Leave."
- g) Section 21-255 of the Code of Miami-Dade County, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.
- h) The Equal Pay Act of 1963, as amended (29 U.S.C. 206(d)).
- i) Section 448.07 of the Florida Statutes "Wage Rate Discrimination Based on Sex Prohibited."
- j) Chapter 11A of the Code of Miami-Dade County (§ 11A-1 et seq.) "Discrimination."
- k) Chapter 22 of the Code of Miami-Dade County (§ 22-1 et seq.) "Wage Theft."
- l) Chapter 8A, Article XIX, of the Code of Miami-Dade County (§ 8A-400 et seq.) "Business Regulations."
- m) Any other laws prohibiting wage rate discrimination based on sex.
- n) Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352
- o) The Copeland "Anti-Kickback" Act as supplemented in Department of Labor regulations (29 CFR Part 3).
- p) Executive Order 12549 "Debarment and Suspension", which stipulates that no contract(s) are "to be awarded at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs.
- q) Federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as set forth in 2 CFR part 200.
- r) The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 USC §6101-07) and regulations issued pursuant thereto (24 CFR Part 146).
- s) The prohibitions against discrimination on the basis of disability under Section 504 of the Rehabilitation Act of 1973 (29 USC § 794) and regulations issued pursuant thereto (24 CFR Part 8); the Americans with Disabilities Act and regulations pursuant thereto (28 CFR Part 36).
- t) The employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274(e)E of the Immigration and Nationality Act].
- u) Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended.
- v) Disaster Recovery Reform Act of 2018.

- w) 2 CFR § 200.321, the Contractor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- x) The Coronavirus Aid, Relief, and Economic Security (CARES) Act; including the requirements for the funding that is part of the CARES Act through FEMA Assistance for Firefighters Grant Program.
- y) FEMA's reporting requirements and regulations, including FEMA policy, and other applicable reporting requirements as follows:
 - 1) 44 C.F.R. § 13.40 (Monitoring and Reporting Program Performance)
 - 2) 44 C.F.R. § 13.41 (Financial Reporting)
 - 3) 44 C.F.R § 13.50(b) (Reports)
 - 4) 44 C.F.R. § 206.204(f) (Progress Reports)
 - 5) FEMA Standard Operating Procedures, Public Assistance Program Management and Grant Closeout Standard Operating Procedure, and other applicable operation manuals.
 - 6) FEMA-State Agreement

Pursuant to Resolution R-1072-17, by entering into this Contract, the Contractor is certifying that the Contractor is in compliance with, and will continue to comply with, the provisions of items "h" through "m" above.

The Contractor shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations and building code requirements applicable to the work required herein. Damages, penalties, and/or fines imposed on the County or Contractor for failure to obtain and maintain required licenses, certifications, permits and/or inspections shall be borne by the Contractor. The Project Manager shall verify the certification(s), license(s), permit(s), etc. for the Contractor prior to authorizing work and as needed.

Notwithstanding any other provision of this Agreement, Contractor shall not be required pursuant to this Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Contractor, constitute a violation of any law or regulation to which Contractor is subject, including but not limited to laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

ARTICLE 34. NONDISCRIMINATION

During the performance of this Contract, Contractor agrees to not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity or gender expression, status as victim of domestic violence, dating violence or stalking, or veteran status, and on housing related contracts the source of income, and will take affirmative action to ensure that employees and applicants are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

By entering into this Contract, the Contractor attests that it is not in violation of the Americans

with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95. If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the County to be in violation of the Act or the Resolution, such violation shall render this Contract void. This Contract shall be void if the Contractor submits a false affidavit pursuant to this Resolution or the Contractor violates the Act or the Resolution during the term of this Contract, even if the Contractor was not in violation at the time it submitted its affidavit.

ARTICLE 35. CONFLICT OF INTEREST

The Contractor represents that:

- a) No officer, director, employee, agent, or other consultant of the County or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the award of this Agreement.
- b) There are no undisclosed persons or entities interested with the Contractor in this Agreement. This Agreement is entered into by the Contractor without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the County, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:
 - i) is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the services, supplies or work, to which this Agreement relates or in any portion of the revenues; or
 - ii) is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge any subcontractor or supplier to the Contractor.
- c) Neither the Contractor nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligation under this Agreement; provided that the County, in its sole discretion, may consent in writing to such a relationship, provided the Contractor provides the County with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the County's best interest to consent to such relationship.
- d) The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.
- e) In the event Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the attention of the County's Project Manager. Contractor shall thereafter cooperate with the County's review and investigation of such information, and comply with the instructions Contractor receives from the Project Manager in regard to remedying the situation.

ARTICLE 36. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

Under no circumstances shall the Contractor without the express written consent of the County:

- a) Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the County, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the County. Such approval may be withheld if for any reason the County believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and
- b) Communicate in any way with any contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the Services to be performed hereunder except upon prior written approval and instruction of the County; and
- c) Except as may be required by law, the Contractor and its employees, agents, subcontractors and suppliers will not represent, directly or indirectly, that any product or service provided by the Contractor or such parties has been approved or endorsed by the County.

ARTICLE 37. BANKRUPTCY

The County reserves the right to terminate this contract, if, during the term of any contract the Contractor has with the County, the Contractor becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Contractor under federal bankruptcy law or any state insolvency law.

ARTICLE 38. GOVERNING LAW

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida. Venue shall be Miami-Dade County.

ARTICLE 39. FIRST SOURCE HIRING REFERRAL PROGRAM

Pursuant to Section 2-2113 of the Code of Miami-Dade County, for all contracts for goods and services, the Contractor, prior to hiring to fill each vacancy arising under a County contract shall (1) first notify the South Florida Workforce Investment Board ("SFWIB"), the designated Referral Agency, of the vacancy and list the vacancy with SFWIB according to the Code, and (2) make good faith efforts as determined by the County to fill a minimum of fifty percent (50%) of its employment needs under the County contract through the SFWIB. If no suitable candidates can be employed after a Referral Period of three to five days, the Contractor is free to fill its vacancies from other sources. Contractor will be required to provide quarterly reports to the SFWIB indicating the name and number of employees hired in the previous quarter, or why referred candidates were rejected. Sanctions for non-compliance shall include, but not be limited to: (i) suspension of contract until Contractor performs obligations, if appropriate; (ii) default and/or termination; and (iii) payment of \$1,500/employee, or the value of the wages that would have been earned given the noncompliance, whichever is less. Registration procedures and additional information regarding the FSHRP are available at <https://iapps.careersourcesfl.com/firstsource/>.

ARTICLE 40. PUBLIC RECORDS AND CONTRACTS FOR SERVICES PERFORMED ON BEHALF OF MIAMI-DADE COUNTY

The Contractor shall comply with the Public Records Laws of the State of Florida, including by not limited to, (1) keeping and maintaining all public records that ordinarily and necessarily would be required by the County in order to perform the service; (2) providing the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law; (3) ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meeting all requirements for retaining public records and transferring, at no cost, to the County all public records in possession of the Contractor upon termination of the contract and destroying any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements upon such transfer. In addition, all records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County. Failure to meet any of these provisions or to comply with Florida's Public Records Laws as applicable shall be a material breach of this Agreement and shall be enforced in accordance with the terms and conditions of the Agreement.

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 CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (305) 375-5773, ISD-VSS@MIAMIDADE.GOV, 111 NW 1st STREET, SUITE 1300, MIAMI, FLORIDA 33128

ARTICLE 41. SURVIVAL

The parties acknowledge that any of the obligations in this Agreement will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the Contractor and the County under this Agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

ARTICLE 42. LIMITATIONS ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS

a) Definitions. As used in this Article:

"Agency", as defined in 5 U.S.C. § 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. § 9101(1).

"Covered Federal Action" means any of the following Federal actions:

- (i) The awarding of any Federal contract;
- (ii) The making of any Federal grant;
- (iii) The making of any Federal loan;
- (iv) The entering into of any cooperative agreement; and
- (v) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement

"Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan.

"Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450B). Alaskan Natives are included under the definitions of Indian tribes in that Act.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency" includes the following individuals who are employed by an agency:

- (i) An individual who is appointed to a position in the Government under title 5, U.S.C., including a position under a temporary appointment;
- ii) A member of the uniformed services as defined in section 202, title 18, U.S.C.;
- iii) A special Government employee as defined in section 202, title 18, U.S.C.; and
- iv) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 45, appendix 2.

"Person" means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Recipient" includes all contractors, subcontractors at any tier, and subgrantees at any tier of the recipient of funds received in connection with a Federal contract, grant, loan, or cooperative agreement. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed means, with respect to an officer or employee of a person requesting or receiving a Federal contract, grant, loan or cooperative agreement, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract, grant, loan, or cooperative agreement. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi State, regional, or interstate entity having governmental duties and powers.

b) Prohibition.

- i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement

to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions; 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.

- ii) The prohibition does not apply as follows:
 - 1. Agency and legislative liaison by Own Employees.
 - (a) The prohibition on the use of appropriated funds, in paragraph (i) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.
 - (b) For purposes of paragraph (b)(i)(1)(a) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.
 - (c) The following agency and legislative liaison activities are permitted at any time only where they are not related to a specific solicitation for any covered Federal action:
 - (1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and
 - (2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.
 - (d) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:
 - (1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;
 - (2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and
 - (3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.
 - (e) Only those activities expressly authorized by subdivision (b)(ii)(1)(a) of this clause are permitted under this clause.
 - 2. Professional and technical services.
 - (a) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply in the case of-

- i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action
 - ii) Any reasonable payment to a person, other than an officer or employee of a person, requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.
- (b) For purposes of subdivision (b)(ii)(2)(a) of clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline.
- (c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award document.
 - i) Selling activities by independent sales representatives.
- (d) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter.
 - i) Discussing with an agency (including individual demonstration) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and
 - ii) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.
- (e) Agreement. In accepting any contract, grant, cooperative agreement, or loan resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.
- (f) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. § 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.
- (g) Cost Allowability. Nothing in this clause is to be interpreted to make allowable or

reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation (FAR), or OMB Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of FAR Part 31 or the relevant OMB Circulars.

ARTICLE 43. INTEREST OF MEMBERS OF CONGRESS

No member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this Contract or to any benefit to arise there from, but this provision shall not be construed to extend to this Contract if made with a corporation for its general benefit.

ARTICLE 44. INTEREST OF MEMBERS, OFFICERS OR EMPLOYEES AND FORMER MEMBERS, OFFICERS OR EMPLOYEES

No member, officer, or employee of the County, no member of the governing body of the locality in which the project is situated, no member of the governing body in which the County was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this Contract or the proceeds thereof.

ARTICLE 45. LIENS

The Contractor is prohibited from placing a lien on County property. This prohibition shall apply to all subcontractors.

(Signatures on Following Page)

Miami-Dade County, FL

Contract No. RFP-01488

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the contract date herein above set forth.

Contractor

By: *Stephen H. Magerty*
 Name: STEPHEN H. MAGERTY
 Title: PRESIDENT
 Date: AUGUST 14, 2020
 Attest: *Judith R. Hynes*
 Corporate Secretary/Notary Public

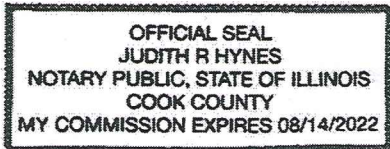
Miami-Dade County

Digitally signed by
 Tara C. Smith
 Date: 2020.09.24
 14:34:45 -04'00'

By: *Sara C. Smith*
 Name: Carlos A. Gimenez
 Title: Mayor
 Date: 9-25-2020
 Attest: *John P. ...*
 Clerk of the Board



Corporate Seal/Notary Seal



Approved as to form and legal sufficiency

EWP
 Assistant County Attorney

Appendix A, Scope of Services

1. **Introduction/Background**

Miami-Dade County, hereinafter referred to as the County, as represented by the Miami-Dade Fire Rescue Department (MDFR), is contracting for the provision of Emergency Management Professional Services to manage the cost recovery and reimbursement services that occur after a disaster for the County.

The County requires the assistance of an Emergency Management Professional Services Consultant to manage the cost recovery and reimbursement services that occur after a disaster. Therefore, the Contractor should have knowledge and hands on experience of 1) comprehensive emergency management, specifically in Federal cost reimbursement; 2) mitigation grant planning; 3) Community Development Block Grant-Disaster Recovery grant management; and 4) local government planning experience, addressing local implementation of the FEMA National Disaster Recovery Framework (NDRF), which provides guidance that enables effective recovery support. Familiarity with Federal, State, and Local ordinances, statutes, laws, and regulations that define the role and responsibilities of emergency management is also desired. Additionally, the Contractor should make every effort to ensure its certifications and/or qualifications remain valid throughout the term of the contract to maintain at least one of the following emergency management certifications:

- Certified Emergency Manager (CEM)
- Associate Emergency Manager (AEM)
- FEMA Professional Development Series (PDS) Certificate
- Advanced Professional Series (APS) Certificate,
- Completion of FEMA Courses for Trainers / Instructors such as FEMA E/L-449 Course (Train the Trainer), FEMA G-265 Course (Instructional Delivery Skills), etc.
- Public Assistance Data Processing Specialist Qualification Certification
- Public Assistance Data Processing Manager Qualification Certification
- Public Assistance Task Force Leader Qualification Certification
- Public Assistance Planning Manager Qualification Certification
- Public Assistance Planning Specialist Qualification Certification

The County reserves the right to require the Contractor to submit evidence of its qualifications / certifications prior to any award or extension of the Contract.

The Contractor will assist the County in managing the damage assessment, project development, and administration of Federal and State disaster recovery grant programs related to a Federally Declared Disaster incident. This includes, but is not limited to:

1. Public Assistance (PA) Grant Program
2. Hazard Mitigation Grant Program (HMGP)
3. Community Development Block Grant (CDBG)-Disaster Recovery & Mitigation

Appendix A, Scope of Services

4. The Coronavirus Aid, Relief, and Economic Security (CARES) Act; including the requirements for the funding that is part of the CARES Act through FEMA Assistance for Firefighters Grant Program.

The Project shall comprise of four (4) Deliverables, consisting of the key tasks that will require the full-time, dedicated support of the Contractor's staff throughout the performance period of the Project. These key tasks may be activated or deactivated at the County sole discretion, at any time, including before, during, and/or after a declare emergency or disaster at the local, state or national level. The selected Proposer will also assist the County in getting reimbursements under the CARES Act.

2. Deliverable 1: Cost Recovery Program Implementation Training.

The Contractor shall identify and review disaster cost recovery and reimbursement best practices and related materials that includes, but is not limited to:

1. FEMA Public Assistance Program and Policy Guide
2. Miami-Dade County's Comprehensive Emergency Management Plan (CEMP)
3. Miami-Dade County Recovery Plan
4. State of Florida Public Assistance Policies

The Contractor shall conduct interviews with Subject Matter Experts (SME) from various Miami-Dade County Departments, Municipalities, and partner agencies to understand the existing and, disaster, and non-disaster related systems in place. These interviews are also meant to identify lessons learned from past disasters and develop an implementation plan for enhancements in damage assessment and estimate reporting with a goal of enhancing recovery of costs in future disasters. The Contractor shall prepare a Report with the recommendations on the necessary updates to existing plans and procedures that address disaster recovery and cost reimbursement activities. This report would include recommendations on any operational recovery efforts that impact the cost reimbursement activities.

The Contractor shall address the pre-Federal declaration activities that will assist Miami-Dade County in managing disaster recovery and reimbursement activities.

A. Planning

The Contractor shall:

1. Work closely with the County to maintain and update its Cost Recovery Guide and other relevant plans and procedures to ensure they are aligned with the appropriate Federal and State policies and procedures.
2. Develop tools and action plan for County Departments to use to enhance their compliance and accountability while promoting efficiency in the cost recovery process.
3. Provide guidance on necessary revisions to County plans and procedures that deal with the Initial Damage Assessment (IDA) and Preliminary Damage Assessment (PDA). Develop a guide by County department on their essential recovery activities and provide recommendations on what modifications should occur.

Appendix A,
Scope of Services

4. Review existing County payroll policies and provide recommendations on changes that are needed to maximize potential State or Federal reimbursement.
5. Conduct a meeting to inform the County of the Contractor's findings and recommendations.

B. Training and Exercises

The Contractor shall:

1. Develop training courses on the relevant Federal grant programs.
2. Provide necessary training to County Departments, Municipalities, and partner agencies on collecting documentation for the IDA and PDA using templates and shared tools as required.
3. Design and execute in-person and virtual training programs on current Legacy Financial System (e.g. FAMIS, DAR, ADPICS, Payroll) with transition to the future County financial system (e.g. PeopleSoft, etc.) as related to disaster cost recovery. This should include a method to document personnel attendance, training certificate, etc.
4. Design and conduct Homeland Security Exercise and Evaluation Program (HSEEP) compliant workshops, tabletop, functional and/or full-scale exercises related to the disaster recovery and reimbursement system. This includes creation and publication of after-action reports.
5. Conduct annual training for County Departments, Municipalities and partner agencies.

3. Deliverable 2: Cost Recovery Operational Services

The Contractor shall initiate the Cost Recovery Operational Services at the time deemed appropriate by the Office of Emergency management and the Finance Director/Deputy Mayor. This deliverable can be activated for an existing or impending disasters.

The Contractor shall provide personnel that will support and if necessary supplement the Finance Department's cost recovery team, the County Departments' and the EOC's short-term recovery activities. The Contractor's initial response team will lay the groundwork for the Contractor's larger team, which will supplement the Finance Department, the EOC team, and the other relevant County Departments, Municipalities, and Agencies.

Once the Contractor is provided a Notice to Proceed, the Finance Department, in cooperation with the Office of Emergency Management will hold a Planning Workshop. The Workshop will provide detailed information on the expectations of the implementation of Cost Recovery Operational Services so that the Contractor can best support Miami-Dade County, Municipalities and agencies throughout the reimbursement process. The Workshop may be conducted in-person, or virtually, and will occur while the EOC is transitioning o short-term recovery operations.

A. Emergency and Recovery Operations Centers and Federal Joint Field Office

The Contractor shall:

Appendix A, Scope of Services

- 1) Maintain an emergency contact list to ensure communication pre and post disaster between the consultant and Miami-Dade County.
- 2) Provide personnel to assist in staffing the Miami-Dade Emergency Operations Center (EOC) and the Recovery Operations Center (ROC).
- 3) Serve as the primary point-of-contact for data collection for the County Departments, its 34 Municipalities and eligible agencies. Develop a storage site for all the data being collected (e.g. SharePoint or other appropriate location to be determined by the County).
- 4) Serve as the primary point-of-contact with the Federal Joint Field Office and the FEMA Program Delivery Manager assigned to the County government (including FEMA auditors and State auditors part of the recovery efforts.)
- 5) Provide additional expertise and staffing as needed to support disaster recovery efforts.
- 6) Participate in response and recovery conference calls with the County, State and FEMA as needed.

B. Damage Assessment

The Contractor shall:

- 1) Provide extensive knowledge, experience and technical competence in planning and oversight of the Initial and Preliminary Damage Assessment processes/
- 2) Conduct, support or assist with the collection, compilation and review of damage assessment data, to include but not limited to:
 - a) Labor costs
 - b) Equipment usage
 - c) Materials used
 - d) Contracts implemented
 - e) Rental equipment usage
- 3) Serve as Miami-Dade County and its 34 Municipalities' advocate during the PDA with the State/FEMA team.

C. FEMA Public Assistance Services

I. Initial Support

The Contractor shall:

- 1) Provide extensive knowledge, experience and technical competence in dealing with Federal regulations, specifically the Robert T. Stafford Act, Post-Katrina Emergency Management Reform Act, and the Disaster Recovery Reform Act.
- 2) Assist in developing the initial projected expenditures for FEMA Categories A-G.
- 3) Maintain contact with appropriate State and Federal officials throughout the recovery phase in order to potentially maximize reimbursement.
- 4) Coordinate the FEMA Kick-Off Meeting with the appropriate County Departments, Municipalities, and Agencies.

Appendix A,
Scope of Services

- 5) Provide the initial information to FEMA through the Grants portal. This may include:
 - a) Insurance policies
 - b) Personnel plans and procedures
 - c) Contracts and Agreements

II. General Financial / Grant Management Support

The Contractor shall:

- 1) Establish the documentation processes that are consistent with the County's current financial and emergency management systems and comply with FEMA's regulation and policies.
- 2) Provide guidance and recommendations on intra and inter-County mutual aid agreements.
- 3) Advise on FEMA's regulation, policy and procedures on tracking costs and facilitating reimbursement for all eligible costs.
- 4) Provide recommendations on inter-departmental charges and intra-state mutual aid requests for response activities. This will include providing guidance regarding these requests and existing State and Federal guidance.
- 5) Categorize, record, track, and file costs in support of the financial reimbursement process, track projects, and status of payments from the State.
- 6) Provide staff to the County Departments, municipalities, and agencies to supplement their ability to collect the appropriate data and submit the necessary documentation to FEMA through the Grants Portal.
- 7) Perform internal controls assessments and support compliance monitoring activities.
- 8) Provide recommendations and guidance on what is eligible items to submit for FEMA PA reimbursement and what documentation is needed to justify reimbursement.
- 9) Provide regular status reports and displays on the cost recovery and reimbursement progress.
- 10) Abide by FEMA's policies and procedures regarding Management Costs, including Direct Administrative Costs (DAC), Interim Policy Management Costs, and any applicable FEMA update regarding management costs.
- 11) Assisting in documenting Management Costs, including DAC and Interim Policy Management Costs with the Finance Department and County departments and agencies.
- 12) Maintain security of County documentation used to justify FEMA reimbursement. This includes documentation submitted through the FEMA Grants Portal and Florida PA website.

III. Project Management

The Contractor shall:

- 1) Assist the Finance Department and other County departments and agencies in completing the FEMA Grants Portal Essential Elements of Information (EEI) form for individual

Appendix A, Scope of Services

projects. This applies mostly to the County departments and agencies. Finance does not fill out the EEI forms.

- 2) Serve as an advocate on behalf of the County with FEMA regarding issues with projects. This would be conducted utilizing past precedents and case studies
- 3) Interpret FEMA procedures and provide expert guidance to the County departments, municipalities, and agencies.
- 4) Coordinate with the individual County departments. This includes attending meetings and requesting documentation for submittal to the State and FEMA.
- 5) Provide recommendations to the departments on critical issues (debris management, drainage, historical preservation, etc.).
- 6) Assist in tracking all project documentation submitted and follow-up on any outstanding expenditures to ensure that all eligible expenditures are credited through submitted reimbursements.
- 7) Assist the County in requesting advances of PA funds.
- 8) Conduct research and make recommendations to the County on requesting the implementation of alternative projects from the State and FEMA.
- 9) Meet regularly with the relevant Federal and State representatives on programmatic, financial contracting, and eligibility and process issues at the request of the County.
- 10) Evaluate and recommend potential alternates for Project improvement.
- 11) Provide regular reports to the Finance Department for submittal to the Board of County Commissioners and other senior officials.
- 12) Assist the County in requesting extension requests with the State and FEMA.
- 13) Maintain situation awareness of FEMA Category A-G expenditures for reporting purposes to the Board of County Commissioners and other senior officials.
- 14) Provide recommendations on guidance for reimbursement regarding leased properties and equipment used during response activities.
- 15) Provide additional services as assigned by the Finance Department within the scope of supporting the FEMA PA reimbursement process.
- 16) Provide support for denial of reimbursement request and complex reimbursement issues.

IV. Project Closeout

The Contractor shall:

- 1) Prepare appeals to the Federal and State governments.
- 2) Prepare projects for audits and response to audit findings, as requested.
- 3) Provide a final Report that will summarize the total reimbursement requested, total expenditures by Project, and any special circumstances.

Appendix A,
Scope of Services

4. Deliverable 3: Municipal Coordination

The Contractor shall provide technical assistance to the County's 34 municipalities through the seven Divisional EOCs. If this deliverable is activated, the Contractor shall report to the Office of Emergency Management. The Contractor shall:

- a. Provide staff to the seven Divisional EOCs in the County that will provide technical assistance on damage assessments and initial disaster recovery, data collection, and reimbursement to the County and its 34 Municipalities.
- b. Provide guidance on the appropriate eligible activities and documentation to support reimbursement claims.
- c. Support the Office of Emergency Management in the collection and vetting of supporting documentation
- d. Establish a listing of frequently asked questions to facilitate the timely submission of documentation
- e. Serve as Miami-Dade County's and its 34 Municipalities' advocate during the PDA with the State/FEMA team.

5. Deliverable 4: Other Grant Support

The Contractor shall support the Office of Emergency Management and/or the Office of Management and Budget in the administration of the Hazard Mitigation Grant Program and the CDBG-DR or CDBG-MIT programs. This support shall include the following:

- a. Identifying, developing and evaluating opportunities for hazard mitigation and disaster recovery projects to reduce or eliminate risk from future incidents.
- b. Developing grant proposals, submit applications, and if needed, benefit cost analysis to protect damaged elements and facilities from future disasters.
- c. Identifying opportunities through awarded federal disaster funding for cost sharing.

6. Project Management, Coordination and Administration.

Miami-Dade County will identify a Project Manager to serve as the official Liaison and administrative point-of-contact, who will report to the Finance Department. Additional project managers will be appointed as follows to address the deliverables identified in this scope of work:

- Deliverable 1: Office of Emergency Management
- Deliverable 2: Finance Department
- Deliverable 3: Office of Emergency Management
- Deliverable 4: Office of Emergency Management or Office of Management and Budget.

The Contractor shall be responsible for all the data collection, coordination and documentation, unless expressly identified otherwise in this Scope of Work. This shall include, but not be limited to:

- Work item tracking;

Appendix A, Scope of Services

- All meeting coordination, scheduling, participant identification, invitation, and communication. This includes Committee, Stakeholder, Leadership, and Project Management meetings;
- The taking of minutes and notes at all meetings;
- The gathering of feedback, utilizing the most appropriate methods;
- The provision of appropriate materials to ensure that the Stakeholders and Participants have the necessary information to hold discussions and provide appropriate input.

The Contractor shall also present to the County, during routinely scheduled meetings, a written report that:

- Demonstrates progress towards the completion of all deliverables required within this Scope of Work;
- Contains an updated timeline that identifies all deliverables and their actual or expected dates of completion; and
- Identifies any challenges that may affect performance on the Scope of Work.

The Contractor shall be responsible to ensure that all requested deliverables, including drafts, are in the manner identified by Miami-Dade County, using common Business Writing conventions and structures. The submittal of any deliverable or report with spelling, grammar, typographical, and formatting errors is never acceptable.

All images, quotations, and work products utilized from a copyrighted source is to be appropriately identified, and any applicable permissions obtained, prior to the submittal of any applicable deliverable.

The Contractor's Project Manager (or identified alternate) shall be readily available daily during normal business hours (during storm and disasters, hours are not normal business hours; they would need to be on call just the same as the EOC and Finance etc.), via email and phone, for the duration of the Project.

The Contractor shall abide by the terms, conditions, and timeline described in the Scope of Work transmitted with the Purchase Order for the Project.

- Payment for services shall only be provided upon successful completion, and acceptance by Miami-Dade County, of all deliverables (unless specified otherwise in the deliverable table) in sufficient quantity and quality, within the time specified. Fines may be assessed at rate of 1% per day of the Purchase Order for deliverables not submitted at the time and date agreed upon in the Scope of Work and Purchase Order. Failure to complete all deliverables as specified may result in complete cancellation of the Purchase Order with no liability to the Contractor from Miami-Dade County, the State of Florida, or the U.S. Department of Homeland Security.

Appendix A, Scope of Services

- Extenuating circumstances caused directly by Miami-Dade County may be grounds for deviation from the original timeline. However, the Contractor is responsible to immediately and formally identify the cause and provide a written explanation of the expected impact(s) in order for Miami-Dade County to consider any modifications.

Funding for the Project, whether full or partial funding, is through the Miami-Dade County government budget or through other County funding sources (grants, etc.). The Contractor agrees to abide by the terms of the Agreement, as well as all applicable State and Federal laws and regulations as indicated in Article 33.

Additionally, the Contractor shall hold the United States Government, the State of Florida, Miami-Dade County, and any other project participants harmless against all claims of whatever nature arising out of the Contractor's performance of work under this Scope, to the extent allowed and required by law.

The Contractor shall sign a certification that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State or Federal department or agency.

Funding may be available through reimbursement of the FEMA Public Assistance Management Costs, including DAC, if there is an active hurricane and they are working on the hurricane's recovery efforts, or other declared disaster. Contractor needs to comply with the FEMA Management Costs documentation requirements, including the DAC, so that the Management Costs would be eligible for reimbursement.

7. Reporting

The Contractor will be responsible for submitting to the County regular reports on their activities. This reporting includes participating in conference call with the County and the creation of status reports.

Conference calls may be held with the County and other relevant parties while the different deliverables have been activated. The production of reports will take the following forms:

- **Weekly Status Report:** These reports will detail the activities of and task assignments according to the deliverables that are activated of the Contractor. These report will be submitted to the County each Friday the contract is activated.
- **Quarterly Status Reports:** These reports will also detail the Contractor's activities and task assignments by deliverable for a given quarter. It will be submitted to the County by the end of each quarter.

8. Schedule

The Contractor shall provide a projected schedule and deadline for completion of each Deliverable (1-4), addressing the key tasks. The following include some of the key tasks for the projected schedule for Deliverable 1 (Cost Recovery Program Implementation and Training):

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Scope of Services

Key Tasks	Deadline for Completion
Evaluation of existing plans, Procedures and systems	TBD
Department specific action guides	TBD
Recommendation report on revisions to County's Initial Damage Assessment process	TBD
Federal grant program training course	TBD
Delivery of training program on Damage Assessment process	TBD
Delivery of HSEEP exercises on disaster recovery and reimbursement system	TBD

The projected schedule for Deliverables 2, 3, and 4 depends on the timeframe established by the Federal Emergency Management and Florida Division of Emergency Management for the Preliminary Damage Assessment, Kick-Off Meetings and Applicant Briefings. The exact schedule will be determined at the Contractor/County planning workshop identified above. Contractor should discuss any expected variances in their schedule, and must disclose of any issues, or potential matters, that might delay the Proposer from commencing with the Project as envisioned, or otherwise delay the Project, such as, but not limited to, other municipalities' projects undertaken by the Proposer.

9. Personnel

The Contractor is responsible for providing staff for Deliverables 1-4. The staffing of these deliverables should include but not be limited to the following positions and position descriptions as indicated in the table below. The Contractor may substitute equivalent position titles but must include position descriptions and position responsibilities. Contractor hourly rates will be in accordance with Appendix B – Price Schedule for their personnel responsible for all deliverables.

Position Title	Position Description
Project Executive	Experience of twelve or more years with an advanced degree or fifteen or more years with a bachelor's degree. Demonstrates senior experience in grant administration and project management.
Subject Matter Expert	Experience of twelve or more years in a specific subject area or eight years' experience and more than one specialized advanced degree.
Project Manager	Experience of six or more years with an advanced degree or eight or more years with a bachelor's degree.
Project Accountant	Experience of five or more years plus, at minimum, a college degree in a relevant field (e.g. accounting, management and/or finance).
Senior Planning & Training Specialist	Experience of five or more years plus, at minimum, a college degree in a relevant field (e.g. urban planning, emergency management, management and/or finance).
Planning & Training Specialist	Experience of two or more years plus, at minimum, a college degree in a relevant field (e.g. urban planning, emergency management, management and/or finance).
Senior Grants Specialist	Experience of five or more years plus, at minimum, a college degree in a relevant field (e.g. accounting, management, finance).
Grants Specialist	Experience of two or more years plus, at minimum, a college degree in a relevant field (e.g. accounting, management, finance).
Field Representative / Technical Associate	Experience of one or more years plus, at minimum, a college degree in a relevant field (e.g. emergency management, management, finance).

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Scope of Services

Position Title	Position Description
Senior Financial (Grant) Information Management Expert	Experience of five or more years plus, at minimum, a college degree in a relevant field (e.g. accounting, management, finance, information technology)
Financial (Grant) information Management Expert	Experience of three or more years plus, at minimum, a college degree in a relevant field (e.g. accounting, management, finance, information technology)
Senior Subject Matter Expert	Highly qualified subject matter experts with experience of seventeen or more years in a specific subject area or thirteen years' experience and more than one specialized advanced degree.
Senior Project Accountant	Experience of eight or more years plus, at minimum, a college degree in a relevant field (e.g. accounting, management and/or finance).
Junior Project Accountant	Experience of one or more years plus, at minimum, a college degree in a relevant field (e.g. accounting, management and/or finance).

10. Budget/Cost

The estimated budget for Deliverable 1, which addresses the County's planning, training and exercises needs is about \$200,000.

An estimated budget for Deliverables 2, 3 & 4 is dependent on the needs of the County and the anticipated impact of a disaster and the County's losses. The Contractor shall submit to the County an hourly price breakdown based on the positions needed for these deliverables.

11. Payment Schedule

The Contractor agrees that under the provisions of this Agreement, the County will pay for services provided and approved at the Contractor's hourly rates in accordance with Appendix B – Price Schedule. The County will use a Purchase Order (PO) as a Notice to Proceed for any requested deliverables under this Contract. The PO shall also comply with the FEMA Procurement Guidelines, summarized in Appendix A-1, Federal Terms and Conditions. The County will indicate the particular position(s) requested when possible. The Contractor shall bill the County at the total hourly rate of the particular personnel who is doing the work for the services requested through each PO. Completion of the services shall be measured as fulfillment of all services required, including submission to, and final acceptance by MDR of any deliverable for the action unless otherwise negotiated. Invoices shall conform to the compensation terms of this Contract or issued Work Order and will provide a short description of the services performed. Any deliverables provided during the billing period shall also be described on the invoice, including a short statement of who the deliverable was provided to and the date it was provided.

The payment schedule will be conducted through the submission of invoices by the Contractor to the County. These invoices will be incorporated into the deliverable schedule for Deliverables 2, 3 & 4.

12. Additional Services

Occasionally, the County may require, at the County's sole discretion, additional services, and/or updates to, a previously awarded Scope of Work, which are related to, but not included in the Scope of Services. If additional services are required, the County may use either Supplemental

Appendix A,
Scope of Services

Agreement or the Work Order Proposal Request (WOPR) process to request additional services from the Contractor.

The additional services shall be paid at the Contractor hourly rates in accordance with the Appendix B – Price Schedule. Additionally, any requested additional services will be negotiated at the time of the Work Order request or Supplemental Agreement. Work Orders may be issued simultaneously, depending on the need.

13. Work Order Process

When the need arises for additional services, MDFR will prepare a Work Order assignment and provide the Contractor with information regarding the specific objectives, anticipated deliverables and desired outcomes and timelines for each particular project. The Contractor shall prepare a written proposal letter for review and approval by MDFR. The proposal letter must include the following:

- Description of the proposed approach and specific deliverables;
- Project schedule and completion date;
- Proposed staff to perform the work, including job title, hourly rate and estimated number of hours each will spend on the assignment;
- Breakdown of the cost per staff person (not to exceed maximum contracted rates).

The County anticipates issuing Work Orders based on each approved proposal letter. Each proposal letter may require negotiations with the Contractor for any and all aspects for the proposal letter including price. However, at no time will the hourly price exceed the rates listed in Appendix B – Price Schedule. The County may modify, suspend, or cancel a request for a proposal letter at any time at no cost to the County. All costs associated with estimating a project shall be done by the Contractor; and the Contractor shall not have any claim, financial or otherwise, against the County as a result of the County modifying, canceling or suspending a request for a proposal letter.

APPENDIX A-1
Federal Terms and Certifications

This document supersedes any conflicting provisions contained elsewhere in the Contract.

Federal Provisions:

The following provisions shall be applicable to any Purchase Order under Contract No. RFP-01488 in accordance with the [FEMA Procurement Guidelines](#):

A. BREACHES AND DISPUTE RESOLUTION.

For all purchases in excess of the simplified acquisition threshold, currently \$150,000, the following provisions shall apply:

- (1) Disputes and Remedies - Disputes arising in the performance of this Contract which are not resolved by the Contractor and the County's project manager or contractor manager, shall be referred, in writing, to the authorized representative of the County Mayor for a decision. If there is a disagreement among the parties regarding the decision of the County Mayor's representative, then either party may submit any claim, counterclaim, dispute and other matters in question between the County and the Contractor arising out of or relating to this Contract or its breach to a court of competent jurisdiction within Miami-Dade County.
- (2) Performance During Dispute - Unless otherwise directed by the County, Contractor shall continue performance under this Contract while matters in dispute are being resolved.
- (3) Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

B. TERMINATION FOR CONVENIENCE

The County, at its sole discretion, reserves the right to terminate this Contract without cause upon thirty (30) days written notice. Upon receipt of such notice, the Contractor shall not incur any additional costs under this Contract. The County shall be liable only for reasonable costs incurred by the Contractor prior to notice of termination. The County shall be the sole judge of "reasonable costs."

C. DEFAULT; REMEDIES; TERMINATION FOR CAUSE

The County reserves the right to terminate this Contract, in part or in whole, or place the Contractor on probation, or to avail itself of all other remedies available at law and equity, inclusive injunctive relief and specific performance, in the event the Contractor fails to perform in accordance with the terms and conditions stated herein. Following breach of the Contract by the Contractor, the County shall provide written notice specifying the breach to the Contractor and advising the Contractor that the breach must be cured immediately or this Agreement may be terminated by the County. The County reserves the right to avail itself of any and all remedies available at law or at equity, including claims for damages and injunctive relief. The County further reserves the right to suspend or debar the Contractor in accordance with the appropriate County ordinances, resolutions and/or administrative/implementing orders. The vendor will be notified by letter of the County's intent to terminate if, following the initial notice of breach, the Contractor fails to timely or adequately and to the satisfaction of the County cure said breach. In the event of termination for default, the County may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement costs shall be borne by the terminated Contractor.

D. EQUAL EMPLOYMENT OPPORTUNITY

- (1) In connection with the performance of this Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, ancestry, marital status, pregnancy, sexual orientation, veteran's status, or national origin. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, sex, age, disability, ancestry, marital status, pregnancy, sexual orientation, veteran's status, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeships. Contractor further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by MDC setting forth the provisions of this Equal Opportunity clause.
- (2) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
- (4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the Contractor's noncompliance with the Equal Opportunity clauses of this Contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The Contractor will include the provisions of this Equal Opportunity clause in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued

pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each of Contractor's vendors and subcontractors. The Contractor will take such action with respect to any subcontract or purchase order as the County may direct as a means of enforcing such provisions, including sanctions for noncompliance.

E. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148) and COPELAND "ANTI-KICKBACK" ACT (18 USC § 40 U.S.C. 3145).

The Davis-Bacon Act and the Copeland Anti-Kickback Act only apply to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. They do not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program. Accordingly, if applicable to this Contract:

- (1) All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").
 - a) In accordance with the statute, and if applicable, the Contractor must pay all laborers and mechanics employed or working upon the site of the work, 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 pursuant to 29 CFR part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) at rates not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The County will attach a copy of the current prevailing wage determination issued by the Department of Labor to this form.
 - b) 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 (a)(1)(iv) of 29 CFR §5.5; 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).
 - c) 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 (a)(1)(ii) of 29 CFR § 5.5) 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.
- (2) The Contractor 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 Contract.

Contractors and Subcontractors are prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The Contractor or subcontractor shall insert in any subcontracts the clause in these subparagraphs (G)(1) and (2), and also a clause requiring the subcontractors to include this clause in any lower tier subcontracts. The Contractor shall be responsible for the compliance by any subcontractor

or lower tier subcontractor with this clause. A breach of this clause 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.

F. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT OF 1962, 40 U.S.C. §§ 3702 AND 3704.

If applicable, the Contractor and all of its subcontractors shall comply with the Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. §§ 3702 and 3704, requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a workweek. In the event of any violation of the preceding clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, the Contractor and subcontractor shall be liable to the County 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 herein, 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. The County 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 herein. The Contractor or subcontractor shall insert in any subcontracts this clause set forth in subsection (F) herein also a clause requiring the subcontractors to include this clause 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 herein.

G. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AWARD.

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the County wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the County must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

H. THE CLEAN AIR ACT OF 1955, as amended, 42 U.S.C. §§7401-7671q and the FEDERAL WATER POLLUTION CONTROL ACT, as amended, 33 U.S.C. §§ 1251-1387.

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. and issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC §1251 et. seq.
- (2) The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the County, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

I. ENERGY CONSERVATION.

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. Section 6321 et seq.) and (42 U.S.C. 6201).

J. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION.

- (1) This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, 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). The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and shall include a provision requiring such compliance in its lower tier covered transactions.
- (2) By signing and submitting this form, the Contractor shall also execute and provide the County with, and require all lower tiered contractors to also execute, the certification set out in "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower tier Covered Transaction" attached hereto. The Contractor shall require all lower tier participants to agree that they: i) 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 in writing by the County; and ii) they will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion", and the certification form, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. The Contractor may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. The Contractor may decide the method and frequency by which it determines the eligibility of its principals. The Contractor may, but is not required to check the Non-procurement List issued by U.S. General Service Administration. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of the Contractor and any other participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

If the Contractor or any other lower tier 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 all remedies available to the Federal Government, the County may pursue available remedies including suspension and/or debarment.

K. BYRD ANTI-LOBBYING CERTIFICATION AND DISCLOSURE STATEMENTS.

Contractors who apply or bid for or have received an award of \$100,000 or more shall file the required and attached certification. 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.

L. RECYCLED PRODUCTS/RECOVERED MATERIALS.

The Contractor agrees to comply with all the requirements of Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (42 U.S.C. § 6962), including but not limited to, the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247. All goods and/or services to be purchased as a result of any award under this Contract shall be in accordance with all applicable governmental standards, including, but not limited to those issued by the Occupation Safety and Health Administration (OSHA), the National Institute of Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA). It shall be the responsibility of the Contractor and vendors to be regularly informed to conform to any changes in standards issued by any regulatory agencies that govern the commodities or services applicable to this solicitation, during the term of any contract resulting from this solicitation. In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired:

- (1) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (2) Meeting Contract performance requirements; or
- (3) At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/regulatory-background-comprehensive-procurement-guideline-program-cpg>.

M. CONTRACTING WITH SMALL AND MINORITY BUSINESS, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS, C.F.R. § 200.321(G).

Pursuant to C.F.R. 200.321 (g), the County will 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 must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (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;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (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; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) above.

N. ACCESS TO RECORDS.

In addition to the provisions contained in the Contract, the following access to records requirements apply to this Contract:

- (1) The Contractor agrees to provide the County, 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 Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Contract.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OF RELATED ACTS.

The Contractor hereby acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to the Contract.

P. DHS SEAL, LOGO, AND FLAGS.

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

Q. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS.

This is an acknowledgement that FEMA financial assistance may be used to fund all or a portion of the Contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

R. NO OBLIGATION BY FEDERAL GOVERNMENT.

The Federal Government is not a party to this Contract 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 the Contract.

S. CHANGES.

The Contract may be modified by mutual consent, in writing through the issuance of a modification to the Contract.

T. MISCELLANEOUS.

The Contractor shall also comply with following:

- (1) The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 USC §6101-07) and regulations issued pursuant thereto (24 CFR Part 146).
- (2) The prohibitions against discrimination on the basis of disability under Section 504 of the Rehabilitation Act of 1973 (29 USC § 794) and regulations issued pursuant thereto (24 CFR Part 8); the Americans with Disabilities Act and regulations pursuant thereto (28 CFR Part 36).
- (3) The employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274(e)E of the Immigration and Nationality Act].

Byrd Anti-Lobbying Amendment Certification Form

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. 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."

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. 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 an 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.
2. 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 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.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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 (as amended by the Lobbying Disclosure Act of 1995). 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.

The pre-qualified Bidder certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Firm/Company Name: Hagerty Consulting, Inc.

Authorized Representative: Katie Freeman

Printed Name

Authorized Representative: 

Signature

Suspension and Debarment Certification Form

- 1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, 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).
- 2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- 3) This certification is a material representation of fact relied upon by the County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- 4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart 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."

Firm/Company Name: Hagerty Consulting, Inc.

Authorized Representative: Katie Freeman

Printed Name

Authorized Representative: 

Signature

Appendix B,
Price Schedule

The hourly rates shown below for all key personnel, including subcontractors and sub-consultants (proposed team) are the not-to-exceed rates for the Contractor to provide the Emergency Management Professional Services, required to manage the cost recovery and reimbursement services that occur after a disaster, as stated in Appendix A, Scope of Services, during the term of the contract, and the options to renew periods. These rates shall also be utilized for any requested additional services, as indicated in Section 11, Additional Services that maybe needed and authorized through a work order, at the County's sole discretion.

A. Initial Term (Five Years):

Position Title (Classification, Key Personnel and Title)	Hourly Rate (a)
Project Executive	\$230.00
Subject Matter Expert	\$215.00
Project Manager	\$190.00
Project Accountant	\$135.00
Senior Planning & Training Specialist	\$160.00
Planning & Training Specialist	\$130.00
Senior Grants Specialist	\$175.00
Grants Specialist	\$145.00
Field Representative / Technical Associate	\$105.00
Senior Financial (Grant) Information Management Expert	\$160.00
Financial (Grant) Information Management Expert	\$115.00
Senior Subject Matter Expert	\$250.00
Senior Project Accountant	\$195.00
Junior Project Accountant	\$110.00

B. Option to Renew 1 (OTR 1), Five Years:

Position Title (Classification, Key Personnel and Title)	Hourly Rate (a)
Project Executive	\$265.00
Subject Matter Expert	\$250.00
Project Manager	\$220.00
Project Accountant	\$155.00
Senior Planning & Training Specialist	\$185.00
Planning & Training Specialist	\$150.00
Senior Grants Specialist	\$205.00
Grants Specialist	\$170.00
Field Representative / Technical Associate	\$120.00
Senior Financial (Grant) Information Management Expert	\$185.00
Financial (Grant) Information Management Expert	\$135.00
Senior Subject Matter Expert	\$290.00
Senior Project Accountant	\$225.00
Junior Project Accountant	\$125.00

C. Option to Renew 2 (OTR 2), Five Years:

Position Title (Classification, Key Personnel and Title)	Hourly Rate (a)
Project Executive	\$310.00
Subject Matter Expert	\$290.00
Project Manager	\$255.00
Project Accountant	\$180.00
Senior Planning & Training Specialist	\$215.00
Planning & Training Specialist	\$175.00
Senior Grants Specialist	\$235.00
Grants Specialist	\$195.00
Field Representative / Technical Associate	\$140.00
Senior Financial (Grant) Information Management Expert	\$215.00
Financial (Grant) Information Management Expert	\$155.00
Senior Subject Matter Expert	\$335.00
Senior Project Accountant	\$260.00
Junior Project Accountant	\$150.00

The County will use a Purchase Order (PO) as a Notice to Proceed for any requested deliverables. The County will indicate the particular position requested when possible. The Contractor shall bill the County at the total hourly rate of the particular personnel who is doing the work for the services requested through each PO.

Notes:

1. Subject to the exception for significant inflation in the note below, hourly rates shall be firm and fixed for the term of the Contract, including prices and rates proposed for any option or extension periods, and shall include all costs necessary to provide the services as described in Appendix A, Scope of Services, of this Contract, including additional services.
2. Notwithstanding language to the contrary, if during the OTR periods the US experiences significant inflation or deflation that is inconsistent with trends experienced between 2015 and 2019, the parties may negotiate hourly rates for future contract years in good faith. These good faith negotiations may occur on an annual basis.
3. If the County decides to use Hagerty's Disaster Financial Management System, Quickbase licensing fees will be treated as an additional service and will be invoiced to the County at cost.
4. The above hourly rates shall be inclusive of all costs associated for providing the services, including full compensation for labor, material, all out-of-pocket expenses, such as travel, per diem, and miscellaneous costs and fees, and any additional cost including travel time, as such expenses shall not be reimbursed separately by the County.
5. The County will not charge Hagerty any procurement related fees for services provided under this agreement.
6. Notwithstanding the hourly rates above, for additional services, the County reserves the right to negotiate the final pricing on a project by project basis, at the County's sole discretion.
7. Miami-Dade County is exempt from all taxes (Federal, State and Local). Tax Exemption Certificate will be furnished upon request.



MEMORANDUM

ITEM NO. 3F.

To: Honorable Mayor, Vice-Mayor and Members of the Town Commission
From: Andrew Hyatt, Town Manager
Date: August 9, 2022
Subject: **Employee Health Benefits Contract Renewal for FY 2023**

Town Administration recommends that the Town Commission adopt the attached resolution approving the group health, dental and vision with Cigna, term life and AD&D insurance, short-term disability and long-term disability with Mutual of Omaha, and the flexible spending, HRA administration, and COBRA with Ameriflex.

The contract with Cigna (health, dental and vision), Mutual of Omaha (Life and AD &D, Short-Term Disability and Long Term-Disability), Ameriflex (HRA and FSA) and COBRA will expire on September 30, 2022. Adams Benefit, the Town's insurance agent of record for employee health, disability, life, dental, vision and all other related benefit programs was directed by the Human Resources Director to renegotiate the existing plan or find an acceptable alternative plan from another carrier, with the goal of keeping the cost increase to the lowest level possible, while minimizing the impact to our employee coverage.

Cigna's initial proposal represented a 12% increase; later reduced to a 2.54% increase and includes a 50% level funding arrangement. Staff reviewed the renewal proposal and determined that maintaining the current carriers is the best option for the Town and employees. The health insurance rate increase last fiscal year was 0.0% and has ranged from 0.0% to 10.0% over the last 5 years. The average Cigna medical inflation rate is 10.56%.

The results of the negotiation as follows:

- Cigna Health:
 - 2.54% rate increase.
- Cigna (Dental and Vision):
 - 0.0% rate increase and additional 1% medical discount for bundling coverages. Both plans are currently on lock rate guarantee.
- Mutual of Omaha (Life Insurance, Short and Long Term Disability):

- 0.0% renewal rate increase; currently on lock rate guarantee.
- Employee Assistance Program (EAP):
 - Integrated with Mutual of Omaha
- Ameriflex (COBRA/fees):
 - Paid by broker, Adams Benefit
- Ameriflex (FSA, HRA):
 - To manage the Flexible Spending Accounts (FSA) and Health Reimbursement Arrangement (HRA) with a 0% rate increase.

This action represents a no budgetary adjustment from the preliminary FY 2023 budget and \$37,000 in savings from the FY 2021 premium. This renewal includes a first time \$3,000 Wellness Program reimbursement. The Benefits Summary for each carrier is included in the package, (Attachment A to the Resolution).

[Resolution Approving Employee Health Benefit Contracts and Other Insurance Benefits FY 22 23.DOC](#)

[Attachment A - renewal-town of surfside.pdf](#)

RESOLUTION NO. 2022-_____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING EMPLOYEE HEALTH BENEFITS RENEWAL CONTRACTS FOR FISCAL YEAR 2022/2023 WITH CIGNA FOR EMPLOYEE HEALTH INSURANCE AND DENTAL AND VISION COVERAGE, MUTUAL OF OMAHA FOR LIFE AND DISABILITY INSURANCE, AND AMERIFLEX FOR FLEXIBLE SPENDING ARRANGEMENT (FSA) BENEFIT SERVICES, HEALTH REIMBURSEMENT AGREEMENT (HRA) SERVICES, AND COBRA ADMINISTRATION; AUTHORIZING THE TOWN MANAGER TO ENTER INTO ANY NECESSARY AGREEMENTS WITH CIGNA, MUTUAL OF OMAHA, AND AMERIFLEX FOR THE RESPECTIVE SERVICES; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside (the “Town”) continues to work with Adams Benefit (“Adams Benefit”) as its insurance agent of record for employee health, dental, vision, life insurance, disability and other related benefit programs; and

WHEREAS, the Town worked with Adams Benefit to renegotiate existing plans or find an acceptable alternative plan from alternative carriers, with the result of renewing existing contracts and maintaining a zero percent (0%) renewal rate increase from the previous year, except for a 2.54% increase for Cigna health insurance; and

WHEREAS, the Town Commission wishes to (i) select/renew Cigna for employee health insurance and dental and vision coverage, (ii) continue with Mutual of Omaha for life and disability insurance, and (iii) select/renew Ameriflex for flexible spending arrangement (FSA) benefit services, health reimbursement agreement (HRA) services, and COBRA administration, all as set forth in the Commission Communication memorandum presented with this Resolution; and

WHEREAS, the Town Commission further wishes to authorize the Town Manager to execute any necessary agreements with Cigna, Mutual of Omaha, and Ameriflex for the respective insurance services; and

WHEREAS, the Town Commission finds that the insurance providers and programs selected and this Resolution are in the best interest and welfare of the employees of the Town.

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

Section 1. Recitals Adopted. Each of the above stated recitals are hereby adopted, confirmed and incorporated herein.

Section 2. Approval of Insurance Providers. The Town Commission hereby approves and selects/renews for Fiscal Year 2022/2023: (i) Cigna for employee health insurance and dental and vision insurance; (ii) Mutual of Omaha for life and disability insurance; and (iii) Ameriflex for flexible spending arrangement (FSA) benefit services, health reimbursement agreement (HRA) services, and COBRA administration; all as set forth in the Commission Communication Memorandum presented with this Resolution.

Section 3. Authorization. The Town Manager is hereby authorized to execute any necessary agreements with: (i) Cigna for employee health insurance and dental and vision insurance; (ii) Mutual of Omaha for life and disability insurance; and (iii) Ameriflex for flexible spending arrangement (FSA) benefit services, health reimbursement agreement (HRA) services, and COBRA administration; in accordance with the terms and conditions as set forth in the Commission Communication Memorandum, and subject to the approval of the Town Manager and Town Attorney as to form, content, and legal sufficiency.

Section 4. Implementation. The Town Manager and the Human Resources Director are authorized to take all action necessary to implement the purposes of this Resolution and the employee health benefits and insurance programs detailed in the Commission Communication Memorandum presented with this Resolution.

Section 5. Effective Date. This Resolution shall be effective immediately upon adoption.

PASSED AND ADOPTED on this 9th day of August 2022.

Motion By: _____

Second By: _____

Motion by: _____,

Second by: _____.

Commissioner Fred Landsman _____
Commissioner Marianne Meisheid _____
Commissioner Nelly Velazquez _____
Vice Mayor Jeffrey Rose _____
Mayor Shlomo Danzinger _____

Shlomo Danzinger, Mayor

ATTEST:

Sandra N. McCready, MMC
Town Clerk

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE TOWN OF SURFSIDE ONLY:**

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

Town of Surfside

Renewal Analysis - Benefit & Premium Illustration

	CIGNA		CIGNA	
	OAPIN		H.S.A. OAP	
	In-Network		In-Network	Out-Network
Deductible	\$1,000 Ind. \$2,000 Family		\$1,500 Ind. \$3,000 Family	\$5,000 Ind. \$10,000 Family
Co-Insurance	80%		90%	50%
Physicians Office	\$25 co-pay		10% after deductible	50% after deductible
Specialist Office	\$50 co-pay		10% after deductible	50% after deductible
Inpatient Hospital	20% after deductible		10% after deductible	50% after deductible
Out-Patient Surgery	20% after deductible		10% after deductible	50% after deductible
Out-Patient Minor Diagnostic	No charge		10% after deductible	50% after deductible
Out-Patient Major Diagnostic (e.g., MRI, MRA, PET, CT)	20% after deductible		10% after deductible	50% after deductible
Emergency Room	\$350 co-pay		10% after deductible	50% after deductible
Urgent Care Center	\$50 co-pay		10% after deductible	50% after deductible
Prescription Drugs	\$10 / \$35 / \$70		Deductible then: \$10 / \$35 / \$70	
Out of Pocket Maximum	\$3,500 Ind. \$7,000 Family		\$4,000 Ind. \$6,000 Family	\$10,000 Ind. \$20,000 Family
Provider Search	www.cigna.com			

		Max Rates				Max Rates		
		Current	Original Renewal	Negotiated Renewal		Current	Original Renewal	Negotiated Renewal
Employee	8	\$ 622.14	\$ 719.22	\$ 660.10	50	\$ 551.13	\$ 613.11	\$ 561.02
Employee + Spouse	3	\$ 1,493.71	\$ 1,726.79	\$ 1,584.86	10	\$ 1,323.16	\$ 1,471.99	\$ 1,346.90
Employee + Child(ren)	3	\$ 1,264.89	\$ 1,462.25	\$ 1,342.09	3	\$ 1,120.50	\$ 1,246.53	\$ 1,140.59
Employee + Family	2	\$ 1,974.25	\$ 2,282.28	\$ 2,094.71	22	\$ 1,748.85	\$ 1,945.54	\$ 1,780.21
Monthly:	16	\$ 17,201.42	\$ 19,885.44	\$ 18,251.07	85	\$ 82,624.30	\$ 91,916.87	\$ 84,106.39

Total Monthly	101	\$ 99,825.72	\$ 111,802.31	\$ 102,357.46
			12%	2.54%

This is a brief summary of the benefits and rates offered. The Certificate of Coverage (COC) is the governing document for all benefits, requirements and limitations. If there is a variation bet

Medical Renewal



Town of Surfside

Renewal Analysis - Dental

Dental - DMO	CIGNA			
	P6X00			
Calendar Year Deductible	None			
Co-Insurance	Scheduled Co-Pays			
	Current		Renewal	
Employee	\$	14.14	\$	14.14
Employee + Spouse	\$	25.70	\$	25.70
Employee + Child(ren)	\$	34.31	\$	34.31
Employee + Family	\$	50.26	\$	50.26

Dental - PPO	CIGNA			
	DPPO			
	In-Network	Out-Network		
Calendar Year Deductible	\$50 Ind. \$150 Family	\$50 Ind. \$150 Family		
Co-Insurance				
Type 1 - Preventative	100%	100%		
Type 2 - Basic	90%	90%		
Type 3 - Major	60%	60%		
Type 4 - Orthodontia	50%	50%		
Calendar Year Maximum	Year 1: Year 2: Year 3: Year 4:	\$2,000 \$2,150 \$2,300 \$2,450		
Orthodontic Lifetime Max	\$1,500 (Child Only)			
Out of Network Reimbursement	90th percentile			
	Current			
	Renewal *			
Employee	\$	36.08	\$	36.08
Employee + Spouse	\$	80.10	\$	80.10
Employee + Child(ren)	\$	98.85	\$	98.85
Employee + Family	\$	138.76	\$	138.76

*Dental is currently in a rate guarantee, next renewal would be 10-1-2023

This is a brief summary of the benefits and rates offered. The Certificate of Coverage (COC) is the governing document for all benefits, requirements and limitations. If there is a summary and the COC, the COC will govern. Final premium rates may change from those quoted based upon actual enrollment as of the effective date.

Town of Surfside

Renewal Analysis - Vision

VISION	CIGNA	
	C1 - Standard PPO Comprehensive Plan	
Co-Pays		
<i>Exam</i>	\$10 co-pay	
<i>Materials</i>	\$25 co-pay	
Frame Allowance	\$140 allowance	
Frequency		
<i>Exam</i>	12 months	
<i>Lenses</i>	12 months	
<i>Frames</i>	24 months	
	Current	Renewal *
Employee	\$ 5.69	\$ 5.69
Employee + Spouse	\$ 10.51	\$ 10.51
Employee + Child(ren)	\$ 11.00	\$ 11.00
Employee + Family	\$ 16.48	\$ 16.48

*Vision is currently in a rate guarantee, next renewal would be 10-1-2023

This is a brief summary of the benefits and rates offered. The Certificate of Coverage (COC) is the governing document for all benefits, requirements and limitations. If there is a variation between this summary and the COC, the COC will govern. Final premium rates may change from those quoted based upon actual enrollment as of the effective date.

Town of Surfside

Renewal Analysis - Life & AD&D

Life & AD&D	Mutual of Omaha					
	Active Employees		Eligible Retirees		Grandfathered Retirees	
	Current	Renewal	Current	Renewal	Current	Renewal
Basic Life	\$.22/\$1,000	\$.22/\$1,000	\$1.250/\$1,000	\$1.250/\$1,000	\$.21/\$1,000	\$.21/\$1,000
Basic AD&D	\$.03/\$1,000	\$.03/\$1,000				
Volume	7,016,000	7,016,000	75,000	75,000	2,500	2,500
Lives	102	102	5	5	1	1

Voluntary Life	Active Employees Eligible Retirees	
	Current	Renewal
Employee & Spouse	\$.39/\$1,000	\$.39/\$1,000
Volume	1,540,000	1,540,000
Lives	37	37
Child(ren)	\$.10/\$1,000	\$.10/\$1,000
Volume	45,000	45,000
Lives	3	3
Voluntary AD&D	Active Employees Eligible Retirees	
	Current	Renewal
Employee & Spouse	\$.03/\$1,000	\$.03/\$1,000
Volume	1,540,000	1,540,000
Lives	37	37

*The above illustrates Mutual of Omaha's offer to continue with in-force rates for a period of an additional two years.
Next renewal would be 10/1/2024.*

This is a brief summary of the rates offered. The Certificate of Coverage (COC) is the governing document for all benefits, requirements and limitations. If there is a summary and the COC, the COC will govern. Final premium rates may change from those quoted based upon actual enrollment as of the effective date.

Town of Surfside

Renewal Analysis - Short-Term Disability (STD)

STD	Mutual of Omaha	
	Current	Renewal
Rate per \$10 of weekly benefit	\$.30/\$10	\$.30/\$10
Volume	76,301	76,301
Lives	102	102

Renewal Analysis - Long-Term Disability (LTD)

LTD	Mutual of Omaha	
	Current	Renewal
Rate per \$100 of covered monthly payroll	\$.38/\$100	\$.38/\$100
Volume	574,858	574,858
Lives	102	102

*The above illustrates Mutual of Omaha's offer to continue with in-force rates for a period of an additional two years.
Next renewal would be 10/1/2024.*

This is a brief summary of the rates offered. The Certificate of Coverage (COC) is the governing document for all benefits, requirements and limitations. If there is a variation between this summary and the COC, the COC will govern. Final premium rates may change from those quoted based upon actual enrollment as of the effective date.

Town of Surfside

Renewal Analysis - Ameriflex

COBRA, Dependet Care Account, Flexible Spending Account, Health Reimbursement Account

	<u>Current</u>	<u>Renewal</u>
Multi-Product PPM Fee	\$3.50	\$3.50
Multi-Product Monthly Minimum F	\$60.00	\$60.00
COBRA PPPM Fee	\$0.55	\$0.55



MEMORANDUM

ITEM NO. 3G.

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

From: Andrew Hyatt, Town Manager

Date: August 9, 2022

Subject: **School Resource Officer for School Year 2022/2023**

Town Administration recommends approval of the attached resolution which amends Resolution 2022-2896 adopted on July 12, 2022, and authorizing the execution of the revised Memorandum of Understanding funding and supplementing the School Board's SRO with a second SRO for school year 2022/2023 in the amount of \$21,007.33.

In response to the horrific shooting at the Marjory Stoneman Douglas High School, the Florida Legislature produced, in the 2018 Legislative Session, the Marjory Stoneman Douglas High School Public Safety Act, Senate Bill SB 7026. The legislation represents a comprehensive approach to addressing school safety and includes a requirement to assign one or more safe-school officers at each school facility in the state beginning at the start of the new school year. The Miami-Dade Schools Police had requested assistance from local governments to assist in staffing some schools until proper staffing levels are achieved to fulfill the new mandate. Ruth K. Broad Bay Harbor K-8 Center is one of the schools that has been staffed by the local agency, Bay Harbor Islands Police. The Town has assisted in funding the local Bay Harbor Islands Police Department provided School Resource Officer (SRO) the last few years. Officer Brilliant of the Bay Harbor Islands Police Department was the dedicated officer who is very familiar with the school, teachers, parents, kids etc.

At the July 2022 Commission meeting, the Commission voted to continue to partially fund the local SRO at a funding level of \$8,333. Recently there is now strong interest to increase the SRO support at Ruth K. Broad Bay Harbor K-8 Center. There is interest in having a second SRO at Ruth K. Broad Bay Harbor K-8 Center. This arrangement would have Miami Dade School Board provide their required SRO. Also Surfside would be joining the neighboring communities of Bay Harbor Islands and Bal Harbour, in support of this program by supplementing the School Board's SRO with a second SRO. While Surfside, Bal Harbour, and Bay Harbor Islands will each share the cost of the School Resource Officer in addition to the one 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.

The Town is being asked to contribute \$21,007.33 for the second SRO. In previous years, the Town had contributed \$8,333 per year for the one local SRO. The attached Resolution amends Resolution No. 2022-2896 adopted on July 12, 2022 to approve the amended MOU and the Town's share in the costs to supplement the School Board's SRO with a second SRO.

[Reso Approving MOU for School Resource Officer TAv2.DOCX](#)

[2022 School Resource Officer SRO MOU Bay Harbor Bal Harbour Surfside -7-29-22.docx](#)

RESOLUTION NO. 2022-_____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AMENDING RESOLUTION NO. 2896 TO APPROVE A REVISED MEMORANDUM OF UNDERSTANDING BETWEEN THE TOWN OF SURFSIDE, BAL HARBOUR, AND BAY HARBOR ISLANDS TO SUPPLEMENT THE COST OF A SECOND SCHOOL RESOURCE OFFICER AT RUTH K. BROAD K-8 CENTER SCHOOL; AUTHORIZING THE EXPENDITURE OF FUNDS IN THE AMOUNT OF APPROXIMATELY \$21,007.33; 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 municipalities located within Miami-Dade County that border each other; 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, on July 12, 2022, the Town Commission adopted Resolution No. 2022-2896, approving a Memorandum of Understanding between the Town, Bal Harbour, and Bay Harbor Islands to fund the cost of a School Resource Officer (“SRO”) at the School, and authorizing the expenditure of funds in the amount of approximately \$8,300 towards the cost of the SRO; and

WHEREAS, the School Board will provide an SRO at the School and there is strong interest to increase support at the School by adding a second SRO; and

WHEREAS, the Town desires to join Bay Harbor Islands and Bal Harbour in support of this program by supplementing the School Board's SRO with a second SRO; and

WHEREAS, in addition to the School Board's assigned SRO, Bay Harbor Islands will provide an additional SRO at the School that will serve to further protect the safety of the children who reside within Surfside, Bal Harbour, and Bay Harbor Islands; and

WHEREAS, the Town, Bal Harbour, and Bay Harbor Islands desire to enter into a revised Memorandum of Understanding, in substantially the form attached hereto as Exhibit "A," for the purpose of contributing equally in the approximate amount of \$21,007.33 each toward the remaining cost of the SRO who will serve to protect the safety of the children who reside within the Town, Bal Harbour, and Bay Harbor Islands (the "MOU"); and

WHEREAS, the Town Commission wishes to amend Resolution No. 2022-2896 by approving the revised MOU to fund the cost of a second SRO at the School, and authorizing the expenditure of funds in the amount of approximately \$21,007.33; 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. Amending Resolution No. 2022-2896 To Revise the Memorandum of Understanding and Authorization to Expend Funds. The Town

Commission hereby amends Resolution No. 2022-2896 by approving a revised Memorandum of Understanding between the Town, Bal Harbour, and Bay Harbor Islands to fund the cost of a second SRO at the School, and authorizing the expenditure of funds in the amount of approximately \$21,007.33. The MOU, in substantially the form attached hereto as Exhibit "A," is approved. The Town Commission further authorizes the contribution and expenditure of approximately \$21,007.33 toward the cost of the SRO.

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 on this 9th day of August, 2022.

Motion By: _____

Second By: _____

FINAL VOTE ON ADOPTION:

Commissioner Fred Landsman	_____
Commissioner Marianne Meisheid	_____
Commissioner Nelly Velasquez	_____
Vice Mayor Jeff Rose	_____
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

**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 _____, 2021 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 \$63,022.00, per year; and

WHEREAS, the Parties wish to equally share the cost of the Town appointed SRO. The equal share of the cost is \$21,007.33 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

¹ The anticipated Town appointed Resource Officer expense is \$63,022.00 divided by 3 (Bay Harbor / Bal Harbour / Surfside) equals \$21,007.33 each.

share of the Cost (“Invoice”). Surfside and Bal Harbour shall pay their equal share of the Cost within thirty (30) days of their receipt of the Invoice.

4. Bal Harbour and Surfside’s obligations under this MOU are solely limited to their financial contribution of approximately \$21,007.33 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 Officer(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 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: _____
Maria Lasday, Town Manager

Date: _____

Town of Surfside, Florida

By: _____

Date: _____

Village of Bal Harbour, Florida

By: _____

Date: _____



MEMORANDUM

ITEM NO. 4A1.

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

From: Mayor Shlomo Danzinger

Date: August 9, 2022

Subject: **Amendments to the Town Code to Allow Operation of Landscaping Equipment and Other Noise-Producing Mechanical Devices (such as Leaf Blowers) During Permitted Hours**

The current Code prohibits the use of leaf and power blowers by all, including residents and commercial contractors. For the residents who utilize commercial landscaping services, the fees of many providers have increased exponentially due to the physical hardship and extra time the job now entails. The restriction on leaf or power blowers has caused a health & quality of life issue to many of our residents and has caused additional financial impacts to many more.

At the Town Commission meeting on July 12, 2022, the Town Commission approved this ordinance on first reading and directed staff to further modify the ordinance to provide for a 24-month transition and phase-in period away from gas-powered leaf and power blowers. Recognizing the benefits of transitioning away from gas-powered leaf blowers, Staff was directed to use the City of Miami Beach's 2022 leaf blower ordinance as a model. The attached ordinance permits leaf and power blowers and provides for a transition period of 18 months for public education and transition to electric or battery-operated blowers, followed by a six-month warning period before the prohibition on gas-powered leaf and power blowers is enforceable with fines and penalties in accordance with the Town Code.

[Ordinance Amending Sections 54-78\(15\) and 66-7 - Use of Landscape Equipment 2nd Reading](#)

ORDINANCE NO. 22 - _____

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AMENDING THE TOWN OF SURFSIDE CODE OF ORDINANCES BY AMENDING SECTION 54-78(15) – “PROHIBITED NOISES” AND SECTION 66-7 - “DISPOSAL OF GRASS CUTTINGS AND HEDGE TRIMMINGS” TO ALLOW OPERATION OF LANDSCAPING EQUIPMENT AND OTHER NOISE-PRODUCING MECHANICAL DEVICES DURING PERMITTED HOURS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

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

5 **WHEREAS**, the Town Commission of the Town of Surfside (the “Town”) finds it
6 periodically necessary to amend its Code of Ordinances (“Code”) in order to update
7 regulations and procedures to maintain consistency with state law, to implement municipal
8 goals and objectives, to clarify regulations and address specific issues and needs that may
9 arise; and

10 **WHEREAS**, the Town Commission adopted an ordinance on first reading at its June
11 14, 2022 Commission meeting to permit residents to perform personal lawn maintenance
12 and operation of landscaping equipment and noise-producing mechanical devices (such
13 as leaf blowers) within certain permitted hours on weekends and federal holidays; and

14 **WHEREAS**, Article III, Sec. 54-78. – “Prohibited Noises,” of Chapter 54, “Offenses
15 and Miscellaneous Provisions,” of the Town Code prohibits noises from any noise-creating
16 blowers or power fans, or any internal combustion engine, which causes noise due to the
17 explosion of operating gases or fluids, unless the noise from such blower is muffled and
18 such engine is equipped with a muffler device; and

19 **WHEREAS**, Article I, Sec. 66-7. – “Disposal of grass cutting and hedge trimmings,” of
20 Chapter 66, “Solid Waste,” absolutely prohibits the use of power blowers to dispose of
21 grass cuttings and hedge trimmings; and

22 **WHEREAS**, the Town Commission desires to amend the Code to permit landscaping
23 equipment and noise-producing mechanical devices (such as leaf and power blowers)
24 landscape or maintenance of property, within certain permitted hours of operation; and

25 **WHEREAS**, the Town Commission finds that the restrictions on the use of
26 landscaping equipment and noise-producing mechanical devices (such as leaf and power
27 blowers) has caused health and quality of life issues for many of our residents and has
28 caused additional financial impacts; and

29 **WHEREAS**, the Town Commission finds it to be in the best interest of the public,
30 health, safety, and welfare of its residents to adopt the Ordinance amending the Town’s
31 Code to permit landscaping equipment and noise-producing mechanical devices (such as
32 leaf and power blowers) within permitted hours of operation; and

33 **WHEREAS**, on July 12, 2022, the Town Commission held its first reading of the
34 ordinance and directed staff to further modify the ordinance to allow for the temporary use
35 of gas-powered leaf and power blowers and to provide for a transition and phase-in period
36 from gas-powered leaf and power blowers to electric and battery-operated blowers of 18
37 months, with a six-month warning period, before the use of gas-powered leaf and power
38 blowers is prohibited; and

39 **WHEREAS**, the Town Commission finds that this Ordinance is in the best interests of
40 the Town.

41
42 **NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE**
43 **TOWN OF SURFSIDE, FLORIDA:**¹

44
45 **Section 1. Recitals.** The above Recitals are true and correct and are incorporated
46 herein by this reference:

47
48 **Section 2. Town Code Amended.** Sections 54-78. – ‘Prohibited Noises’ of
49 Chapter 54 – “Offenses and Miscellaneous Provisions” and Section 66-7. – Disposal of
50 Grass Cuttings and Hedge Trimmings” of the Surfside Code of Ordinances are hereby
51 amended to read as follows:

52

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

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CHAPTER 54 – OFFENSES AND MISCELLANEOUS PROVISIONS

* * *

ARTICLE III. – OFFENSES INVOLVING PUBLIC PEACE AND ORDER

* * *

Sec. 54-78. – Prohibited Noises.

The following noises and other noises of the same characteristics, intensity or annoyance shall be prohibited within the town as follows:

* * *

(15) Blowers. The operation of any noise-creating blower or power fan, or any internal combustion engine, the operation of which causes noise due to the explosion of operating gases or fluids, unless the noise from such blower or fan is muffled and such engine is equipped with a muffler device sufficient to deaden such noise, except that landscaping equipment and noise-producing mechanical devices, including, but not limited to leaf and power blowers, shall be allowed permitted during the permitted hours of operation provided in Section 54-78(7). Notwithstanding subsection (7) and this subsection (15), commencing on March 1, 2024, the use of gas-powered leaf and power blowers shall be prohibited within the Town, and only battery and electric-powered leaf and power blowers shall be permitted. The following educational and enforcement provisions shall be applicable to the transition or phase-in period from gas-powered to electric and battery-operated leaf and power blowers:

- a. Beginning on September 1, 2022 and extending through March 1, 2024, the Town shall engage in an 18-month public education effort to inform residents and commercial or hired landscape contractors of the provisions of this Article and the required transition from gas-powered to electric and battery-operated leaf and power blowers, by the deadline of March 1, 2024;
- b. Beginning March 1, 2024, the Town shall provide for a 6-month warning period through and including September 1, 2024, during which the code compliance department shall issue written warnings for violations of this subsection for the continued use of gas-powered leaf and power blowers; and
- c. After September 1, 2024, all enforcement by code compliance shall be in accordance with Section 54-80 of this Article.

95 CHAPTER 66 – SOLID WASTE

96 ***

97
98
99 ARTICLE I. – IN GENERAL

100
101 **Sec. 66-7. - Disposal of grass cuttings and hedge trimmings.**

102 All grass cuttings and hedge trimmings that are not mulched or composted,
103 shall be placed in plastic bags and securely tied before setting out at curbside for
104 collection on the scheduled pick up day up to the allowable four cubic yard limit. If
105 more than four cubic yards is placed at curbside, the town will hang a non-
106 compliance notice on the property owner's door and the town will charge a per cubic
107 yard fee over the allowable limit as adopted by resolution. Said fee will be billed to
108 the property owner in the monthly utility bill. Commercial gardeners shall promptly
109 remove the cuttings and trimmings from the town. ~~Grass cuttings shall be~~
110 ~~completely removed and cleaned from all paved areas by broom sweeping only,~~
111 ~~and the use of power blowers is absolutely prohibited.~~ Grass cuttings may be
112 removed by the use of leaf or power blowers in accordance with the provisions of
113 Sections 54-78(7) and 54-78(15) of this Code, provided, that, commencing on
114 March 1, 2024, the use of gas-powered leaf and power blowers shall be prohibited
115 within the Town, and only battery and electric-powered leaf and power blowers shall
116 be permitted.

117
118 ***

119
120 **Section 3. Severability.** If any section, sentence, clause or phrase of this
121 Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction,
122 then said holding shall in no way affect the validity of the remaining portions of this
123 Ordinance.

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

129
130 **Section 5. Conflicts.** Any and all ordinances and resolutions or parts of
131 ordinances or resolutions in conflict herewith are hereby repealed.

132
133 **Section 6. Effective Date.** This ordinance shall become effective upon adoption
134 on second reading.

135
136 **PASSED** on first reading this 9th day of August 2022.

138 **PASSED** and **ADOPTED** on second reading this _____ day of _____, 2022.

139

140

141 **First Reading:**

142 Motion by: _____

143 Second by: _____

144

145

146 **Second and Final Reading:**

147 Motion by: _____

148 Second by: _____

149

150

151 **FINAL VOTE ON ADOPTION**

152 Commissioner Fred Landsman _____

153 Commissioner Marianne Meisheid _____

154 Commissioner Nelly Velasquez _____

155 Vice Mayor Jeffrey Rose _____

156 Mayor Shlomo Danzinger _____

157

158

159

_____ Shlomo Danzinger, Mayor

159

160 **ATTEST:**

161

162

163

164 _____
Sandra N. McCready, MMC

165 Town Clerk

166

167 **APPROVED AS TO FORM AND LEGALITY FOR THE USE**

168 **AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:**

169

170

171

172 _____
Weiss Serota Helfman Cole & Bierman, P.L.

173 Town Attorney



MEMORANDUM

ITEM NO. 4B1

To: Honorable Mayor, Vice-Mayor and Members of the Town Commission
From: Vice Mayor Jeff Rose
Date: August 9, 2022
Subject: **Beach Furniture Ordinance**

Approval of the ordinance on first reading

At the June 14, 2022 Commission meeting, two discussion items were brought forward regarding beach furniture: (1) Item 9C, Beach Chairs and Umbrellas at the Community Center, was discussed and approved by the Commission and approved to move forward with beach furniture services to residents; and (2) Item 9I, Beach Furniture Ordinance, which item was moved to a special meeting to be held on June 28, 2022 in order to adequately and specifically address the item. At the June 28, 2022 Special Town Commission meeting, after extensive public comment and discussion, the Town Commission directed the Town Attorney to prepare a beach furniture ordinance for first reading, and provided specific direction as to changes to the beach furniture regulations in Ordinance No. 2020-1714 (codified in Chapter 86 - "Waterways" of the Town Code). In sum, the Commission directed the following changes to the Ordinance:

1. No changes to the Beach Furniture Operation Allocation Area or "box" for the placement and location of beach furniture.
2. To allow one 8' by 8' staging area per 100 feet of lineal beach frontage, with a maximum chair height limitation of 4.5'.
3. To allow presetting or beach furniture setup of ,2 chairs and umbrellas per 100 feet of lineal beach frontage.
4. To allow limited and specified carts or vehicles on the hardpack, limited to 3 mph and not driven.
5. To limit beach furniture operations to the hours between sunrise and sunset.
6. To maintain the annual permit structure and not increase fines for penalties.
7. To allow or remove limitations on beachfront operators providing beach chairs for the public and west side properties.
8. To delete numerical or maximum limits on beach furniture within the allocation area or box.

The attached draft ordinance also includes any necessary changes to the current beach furniture regulations to permit the implementation of beach furniture service, and food and

beverage service, for residents at the Community Center (per the Commission's direction at the June 14, 2022 meeting).

[Beach_Furniture_Ordinance_1st_reading_August_9__2022.docx](#)

[Beach_Chair_Operation_Allocation_Area_Diagram_-_revised_following_2nd_reading_-_Exhibit_A.pdf](#)

[Maximum_Beach_Furniture_Allocation_Chart_-_Revised_2nd_Reading_9-11-2020_-_Ehibit_B.pdf](#)

38 **WHEREAS**, the Town Commission held a special meeting on June 28, 2022 to discuss
39 the parameters of an amendment to the beach furniture regulations contained in Chapter 86 of the
40 Code and instructed the Town Attorney to prepare an ordinance based on its direction; and

41 **WHEREAS**, the Town Commission desires to continue to allow the public, hotel guests,
42 and condominium residents and guests to utilize beach furniture on the public beach for their use
43 and enjoyment; and

44 **WHEREAS**, the Town Commission seeks to modify regulations relating to beach furniture
45 on the public beach by hotel and condominium beach furniture operators, while balancing the
46 public’s use of the beach and preservation of the environment, marine life and vegetation; and

47 **WHEREAS**, the Town Commission’s intent is for beachfront hotels and condominiums
48 to provide beach furniture services on a defined portion of the public beach largely on an as-
49 needed, on-demand basis; and

50 **WHEREAS**, the Town Commission’s intent is that the defined portion of the public beach
51 provide authorized areas where beach furniture may be placed, without obstructing or impeding
52 lifeguard towers, safety corridors, street ends, adjacent properties, or public beach access areas;
53 and

54 **WHEREAS**, Section 150 of the Charter approved by referendum on March 15, 2022
55 prohibits the overnight storage of privately-owned property on the beach; and

56 **WHEREAS**, the Town Commission seeks to continue to prohibit the overnight storage of
57 beach furniture on the beach in accordance with the Charter and for the public health, safety, and
58 welfare; and

59 **WHEREAS**, the Town Commission desires to maintain the prohibition on vehicular traffic
60 and the operation of any vehicles on the public beach and dunes, with limited exceptions for Town
61 operations, emergency vehicles, or for individuals with mobility impairments, but to allow limited
62 use of low-speed carts (that are not designed to be ridden on) within the hardpack area only for
63 assisting with the movement of beach furniture by beach furniture operators to and from the beach;
64 and

65 **WHEREAS**, the Town Commission finds that this Ordinance balances the public’s access
66 to the use, and enjoyment of the beach, the preservation of the public beach, environment, and
67 marine wildlife and vegetation, and the public health, safety and welfare of the Town’s residents,
68 property owners and visitors, with the rights and expectations of condominium residents and hotel
69 operators, and their respective guests

70 **NOW, THEREFORE, BE IT ORDAINED BY THE COMMISSION OF THE TOWN**
71 **OF SURFSIDE AS FOLLOWS:¹**

72 **Section 1. Recitals.** That the above-stated recitals are true and correct and are
73 incorporated herein by this reference.

74 **Section 2. Town Code Amended.** That the Code of Ordinances of the Town of
75 Surfside, Florida is hereby amended by amending Article II, “Public Beaches” of Chapter 86,
76 “Waterways” as follows:

77 Chapter 86 – Waterways

78 * * *

79 Article II. – Public Beaches

80 Division 1. – Generally

81 Section 86-26. - Definitions.

82 The following words, terms and phrases, when used in this article, shall have the meanings
83 ascribed to them in this section, except where the context clearly indicates a different meaning:

84 *Beach furniture* includes, but is not limited to, any chair (including lounge chair), umbrella,
85 tent or any other object that is used on the public beach.

86 *Beach furniture operator* is a hotel or condominium association located on the east side of
87 Collins Avenue that provides beach furniture services ~~to its residents and verified guests.~~

88 *Beach furniture setup* is the daily organized preplacement, presetting ~~or~~ ; pre-positioning ~~or~~
89 ~~stacking~~ of beach furniture by a beach furniture operator or user on the beach in anticipation of
90 use. Beach furniture setup shall not include beach furniture staging.

91 *Beach furniture staging* is the organized, daily and temporary placement or stacking of beach
92 chairs by a beach furniture operator in a designated staging area not to exceed one eight (8) by
93 eight (8) portion of the public beach (located within the ~~bBeach fFurniture oOperation aAllocation~~
94 ~~aArea 15-foot seaward of the vegetation line of the dune as set forth in Section 86-30(g)(iii), as~~
95 defined in section 86-31(2)c.) per 100 feet of beach frontage of the beach furniture operator with
96 a maximum permitted height of stacked chairs of 4.5 feet, in preparation for as-needed, on-demand
97 distribution to beach furniture users.

98 *Beach furniture storage* is the daytime or overnight storage of beach furniture on the public
99 beach.

100 *Beach furniture user* is an individual using any item of beach furniture while on the public
101 beach. This applies to the general public, condominium residents and guests, and verified hotel
102 guests.

103 *Exclusion zone* means all waters within the center line of 96th Street on the north and
104 southward to the northerly line of 87th Terrace, including all improvements, recreational areas and
105 property therein measured from the mean low water line; and that portion of the water area of the
106 Atlantic Ocean, marked by regulatory markers, extended up to a maximum of 300 feet off shore
107 from the mean high water line lying between the center line of 96th Street to the northerly line of
108 87th Terrace, as described on Exhibit A. As the markers will move about their anchor location

109 with the tides and currents, enforcement of the exclusion zone shall extend to the area defined by
110 the markers at the water surface at the time of infraction.

111 **Editor's note**— Exhibit A is not included herein but is available for public inspection at town
112 offices.

113 *Idle speed/no wake* means a motorboat speed not greater than that necessary to maintain
114 steerageway. A motorboat that is operating on a plane is not proceeding at idle speed/no wake.

115 *Motorboat* means any vessel, including personal watercraft, that is propelled or powered by
116 machinery and that is used or capable of being used as a means of transportation on water.

117 *Operate* means to be in charge of, or in command of or in actual physical control of a
118 motorboat in the exclusion zone.

119 *Personal watercraft* means a small class A-1 or A-2 vessel that uses an outboard motor or an
120 inboard motor powering a water jet pump as its primary source of motive power and that is
121 designed to be operated by a person sitting, standing, or kneeling on or being towed behind the
122 vessel, rather than in the conventional manner of sitting or standing inside the vessel.

123 *Public beach* means land that is seaward of the erosion control line. It shall also include all
124 easements and rights-of-way within the area that are utilized for public beach purposes.

125 *Regulatory marker* means any anchored or fixed marker in, on or over the water, or anchored
126 platform on the surface of the water, and includes, but is not limited to, a bathing beach marker,
127 speed zone marker, information marker, congested area marker or warning marker.

128 *Vessel* is synonymous with boat as referenced in Section 1(b), Article VII of the Florida
129 Constitution and includes every description of watercraft, barge and airboat, other than a seaplane
130 on the water, used or capable of being used as a means of transportation on water.

131 Sec. 86-27. - Intent of article.

132 It is the intent of the town commission to prohibit those activities by persons on the public beach
133 of the town that adversely affect the attractiveness of the public beach or endanger citizens,
134 residents and visitors who use its facilities. The town commission further finds and determines that
135 motorboats that operate in the exclusion zone at excessive speeds or in a reckless and unsafe
136 manner create a situation dangerous to the lives and property of persons using said waters within
137 the exclusion zone; that excessive motorboat speed erodes shoreline property and destroys
138 bulkheads, seawalls, docks and piers; and that said excessive speed or the operation of motorboats
139 in a reckless and unsafe manner reduces other available recreational uses for said waters. The town
140 commission further finds and determines that because different size motorboats create different
141 problems when they operate at the same speed, a flexible regulatory scheme is required.

142 * * *

143 Section 86-30. - Limitations on beach furniture; prohibitions on beach and dune system.

144 (a) Beach furniture shall not inhibit access to or use of the public beach, nor obstruct
145 reasonable access on the public beach for pedestrians and emergency vehicles, nor impact

- 146 native vegetation, nor destroy or disturb sea turtles or other wildlife, including their
147 habitats and nesting sites.
- 148 (b) Beach furniture setup shall be limited to pre-setting of 0.2 chairs and umbrellas per lineal
149 foot of beach frontage ~~five (5) chairs~~ per beach furniture operator.
- 150 (c) Beach furniture storage shall be prohibited on the public beach in accordance with Section
151 150 of the Town Charter. Limited daytime beach furniture setup and staging shall be
152 permitted in accordance with the terms of this Article.
- 153 (d) Except for beach furniture setup and staging as permitted by this Article, ~~pre-set beach~~
154 furniture, beach Beach furniture shall be removed from the public beach when not in use.
155 Removal shall occur promptly after use of the beach furniture ceases.
- 156 (e) Beach furniture provided by a beach furniture operator or a user that is a hotel or
157 condominium ~~for use by verified hotel guests or condominium residents or guests,~~ shall
158 be clearly identified as to its ownership, maintained in good condition, free from evidence
159 of deterioration, weather, and discoloration at all times.
- 160 (f) Storage boxes or similar shed-type structures on the public beach shall be prohibited.
- 161 (g) Beach furniture staging shall be limited to beach stairs stacked to a maximum height of
162 4.5 feet within the designated staging area.
- 163 (h) Placement of beach furniture on the public beach shall comply with the following
164 regulations and restrictions:
- 165 i. Beach furniture shall not be placed within 12 feet of the perimeter of a lifeguard
166 tower, or within a 12-foot-wide path (6 feet to the north and south of the center
167 line) extending behind and in front of a lifeguard tower, from the erosion control
168 line to the ocean to allow lifeguard or emergency personnel unobstructed view and
169 access to the public beach or ocean.
- 170 ii. Beach furniture shall not be placed at or within a 12-foot-wide path (6 feet to the
171 north and south of center line) extending from any street end or public beach access
172 route to the ocean, or in the 12-foot area immediately adjacent to the street ends,
173 to ensure clear and unobstructed access by the public and emergency and
174 maintenance vehicles and personnel.
- 175 iii. Beach furniture, including staging, shall be placed no less than 15 feet seaward of
176 the edge of the vegetation line of the dune to ensure clear and unobstructed access
177 by the public and emergency and maintenance vehicles and personnel.
- 178 iv. Beach furniture shall not be placed at or within 20 feet of the high tide water's
179 edge to provide for unobstructed access to the water and recreational use.
- 180 (i) In the event of a declared state of emergency, natural disaster, storm warning or severe
181 weather alert, any beach furniture placed on the public beach shall be removed from the
182 public beach within two (2) hours of the declared state of emergency, natural disaster,
183 storm warning, or severe weather alert. Beach furniture shall not be placed on the public
184 beach until such time as the beach is cleaned and/or raked after the emergency, natural
185 disaster, storm, or severe weather event, and the Town Manager or designee advises that
186 beach furniture may be placed on the public beach.

- 187 (j) A request to relocate or remove beach furniture in violation of this article from a code
 188 enforcement officer, police or law enforcement personnel, or lifeguard shall be complied
 189 with immediately.
- 190 (k) Motorized vehicular traffic and the operation of any motorized vehicles, whether engine,
 191 battery or electric-powered, is prohibited on the beach, upon a dune, in an area containing
 192 dune vegetation, or in the waters adjacent to the beach. The provisions of this subsection
 193 shall not apply to a person acting under authority of or with permission of the Town or
 194 other governmental agencies or entities for cleanup, maintenance, repairs, public safety,
 195 or emergencies, or to the use of any wheelchair or approved conveyance by an individual
 196 with a mobility impairment. To assist in the movement of beach furniture to and from the
 197 public beach, non-motorized carts that can be pulled, pushed, or moved based on electric,
 198 battery or hydraulic power, that are not designed to be ridden on, and that do not exceed a
 199 maximum speed of three (3) miles per hour, may be used by a beach furniture operator
 200 only on the hardpack for the transportation of beach furniture to and from the public beach.
- 201 (l) ~~It is prohibited for any person or entity, including beach furniture operators, to sell, rent,~~
 202 ~~or conduct any business or commercial activity, or to enter into any type of arrangement~~
 203 ~~with other persons or entities including properties on the west side of Collins Avenue,~~
 204 ~~related to beach furniture on the beach, upon a dune, in an area containing dune vegetation,~~
 205 ~~or in the waters adjacent to a beach. Only beach furniture operators are permitted to~~
 206 ~~conduct beach furniture operations on the public beach for their residents and verified~~
 207 ~~guests, and no other person or entity may provide beach furniture services except as~~
 208 ~~permitted in this article. Notwithstanding, t~~This subsection shall not prohibit a hotel or
 209 condominium, or the Town as the owner and operator of the Community Center, either
 210 for itself or through a third party vendor, from providing its ~~verified~~ hotel guests or
 211 condominium residents or guests, or Town residents, or any party it contracts with, with
 212 beach furniture operations or service in accordance with the provisions of this article.

213 Section 86-31. –Beach furniture operator permits and requirements

214 A beach furniture operator must obtain a permit for beach furniture services. A beach furniture
 215 operator must procure a local business tax receipt and comply with the regulations of section 70-
 216 41 of the Town of Surfside Code and all required licenses or permits from Miami-Dade County,
 217 the State of Florida and federal entities. The term of a beach furniture operator permit shall be one
 218 1) year, unless revoked for failure to comply with applicable regulations of this Article.

219 *Application.* A beach furniture operator shall apply annually by August 1 for a beach furniture
 220 operator permit on a form prepared by the Town with the applicable permit application fee. Beach
 221 furniture operator permits shall be valid annually from October 1 through September 30, unless
 222 revoked sooner for failure to comply with applicable regulations of this Article.

- 223 (1) Beach furniture operator permit applications shall include the following:
- 224 a. An application fee of \$500.00 for hotels and \$250.00 for condominiums;
- 225 b. Beach furniture operations plan, including specifications on setup, storage, staffing
 226 and clean-up, and an evacuation plan, in the event of a natural disaster such as a
 227 tropical storm or hurricane, specifying a storage area during the natural disaster;

- 228 c. Signed and sealed survey of the beach furniture operator's property, which shall
229 depict the dimension of beach frontage; and
- 230 d. Compliance with indemnification and insurance requirements pursuant to section 86-
231 32 of the Town of Surfside Code.
- 232 (2) A beach furniture operator:
- 233 a. Shall place beach furniture directly seaward of the beach furniture operator's property
234 and only within an area that is 10 feet north of the seaward extension of the southern
235 boundary and 10 feet south of the seaward extension of the northern boundary of the
236 beach furniture operator's property in order to allow corridors to the ocean for use,
237 safe access, and enjoyment by the general public.
- 238 b. Shall provide trash receptacles to support beach furniture operations and remove all
239 garbage, trash, litter, and debris contained therein when full. Trash receptacles must
240 be removed from the public beach by the end of the beach operation day. A beach
241 furniture operator shall continuously maintain and inspect the conduct at least three
242 inspections of the beach, as needed, a minimum of three hours apart, to remove any
243 garbage, trash, litter, or debris generated by the beach furniture operator's activity.
- 244 c. ~~Shall have no more than 0.30 chairs per lineal foot of beach frontage and 0.15~~
245 ~~umbrellas per lineal foot of beach frontage~~ only place beach furniture within the
246 allowable beach furniture operation allocation area of the public beach at any one
247 time, as depicted on **Exhibit A** attached hereto (graphic on Beach Furniture
248 Operation Allocation Area) on file and available for inspection at the Town Clerk's
249 office.
- 250 d. ~~Notwithstanding the foregoing, in no event shall a beach furniture operator have more~~
251 ~~than the maximum number of chairs and umbrellas on the public beach at any one~~
252 ~~time as specified herein and in **Exhibit B** attached hereto (Maximum Beach Furniture~~
253 ~~Allocation Chart), as may be amended by the Town from time to time, and on file~~
254 ~~and available for inspection at the Town Clerk's office, unless additional beach~~
255 ~~furniture is approved by the Town Manager or designee upon a finding in his/her~~
256 ~~discretion that the beach furniture operator has made written application in advance~~
257 ~~that demonstrates increased demand for a specified time period and that the additional~~
258 ~~beach furniture can be reasonably placed within the Beach Furniture Operation~~
259 ~~Allocation Area.~~
- 260 e. Shall be permitted to conduct beach furniture (chair) operations, including setup
261 together with beach furniture setup and staging of stacked chairs to a height not to
262 exceed 4.5 feet within a designated staging area up to 10 chairs maximum at any one
263 time between the hours of sunrise and sunset the hours of 8:00 AM to 6:00 PM, after
264 which time the staging area must be completely broken down and all beach furniture
265 (chairs) must be removed and stored on private property daily. The staging area shall
266 be kept in a compact and orderly configuration, with all beach furniture/chairs
267 stacked to the maximum permitted height of 4.5 feet when not in use.

- 268 (3) Exemption. Nothing in this article shall require a permit from a beach furniture user to
269 place beach furniture on the public beach for personal use on an as needed basis.
- 270 (4) Review of beach furniture operator permit application. A permit shall be granted upon
271 the submittal of a completed application and the required fee in compliance with this
272 article, as determined by the town manager or designee.
- 273 (5) A beach furniture operator permit is revocable if the applicant does not meet the
274 requirements as specified in this article. A beach furniture operator permit shall not be
275 renewed if open violations of this article or the beach furniture operator permit exist at
276 the time of renewal.
- 277 (6) Appeals. If a beach furniture operator permit is denied or revoked by the town manager
278 or designee, the beach furniture operator may, within 30 days of the decision, file a notice
279 of appeal to the town commission. The appeal shall be heard as a quasi-judicial matter.

280 Section 86-32. - Indemnification and insurance.

- 281 (a) The beach furniture operator agrees to indemnify, defend, save and hold harmless the town,
282 its officers and employees from any and all claims, liability, lawsuits, damages and causes of
283 action which may arise out of the permit and/or the beach furniture operator's activity on the
284 public beach.
- 285 (b) The beach furniture operator agrees to obtain and maintain for the entire permit period, at its
286 own expense, the following requirements:
- 287 (1) Commercial general liability insurance in the amount of \$1,000,000.00 per occurrence
288 for bodily injury and property damage. The town must be named as an additional insured
289 on this policy, and an endorsement must be issued as part of the policy reflecting
290 compliance with this requirement.
- 291 (2) Workers' compensation and employers' liability as required by the state.
- 292 (c) All policies must be issued by companies authorized to do business in the state and rated
293 B+:VI or better per Best's Key Rating Guide, latest edition.
- 294 (d) The town must receive 30 days' written notice prior to any cancellation, non-renewal or
295 material change in the coverage provided.
- 296 (e) The beach furniture operator must provide and have approved by the town an original
297 certificate of insurance as evidence that the requirements set forth in this section have been
298 met prior to commencing operations.
- 299 (f) Failure to comply with these requirements shall be deemed to be operating without a valid
300 permit and shall cause an immediate suspension or revocation of the permit.

301 Section 86-33. - Violations, civil fines and penalties.

302 Any person or entity found to be in violation of any condition of this article issued herein shall
303 first be issued a warning. Failure to correct the violation within 24 hours following the beach
304 furniture operator's receipt of a warning shall result in the issuance of a civil violation notice as
305 provided in section 15-10 of the Town Code.

306 Violations of this section shall be subject to the following fines:

- 307 (1) If the violation is the first violation—\$100.00
308 (2) If the violation is the second violation of the original violation for which a \$100 fine
309 was paid within the preceding 12 months—\$250.00
310 (3) Any subsequent violation after the second violation of the original violation within the
311 preceding 12 months—\$500.00
312 (4) After the third violation for the same violation, a beach furniture operator shall be
313 suspended from beach furniture operations for a period of one year from the date of
314 violation.

315 Sec. 86-34. – Lost or Abandoned Beach Furniture.

316 Whenever a code compliance officer or law enforcement officer shall ascertain that an article of
317 lost or abandoned beach furniture is present on the public beach, the officer shall follow the
318 procedures set forth in Chapter 705, Florida Statutes, as may be amended from time to time.
319 Notwithstanding, a code compliance officer may also enforce the provisions of this section in
320 accordance with Section 86-33 of this article. Code compliance officers are designated to
321 administer the provisions of this section and Chapter 705, Florida Statutes, as may be amended
322 from time to time, pertaining to lost or abandoned property. For the purpose of ascertaining
323 whether unattended beach furniture has been lost or abandoned, any beach furniture left unattended
324 for more than 24 hours shall be presumed to be lost or abandoned property.

325 Section 86-35. - Reserved.

326 * * *

327 Division 2. – Conduct

328 Sec. 86-36. - Scope.

329 The provisions of this division apply to any of the areas within the corporate limits of the town
330 which by virtue of law or through municipal ownership or common usage are determined and
331 considered to be public beaches.

332 Sec. 86-37. - Soliciting for commercial photography.

333 No person shall solicit for a commercial photographer or to take pictures in connection with
334 commercial photography unless invited to do so by the person desiring that the picture be taken.

335 ~~Sec. 86-38. – Picnicking.~~

336 ~~No person shall picnic or eat or consume food on the beaches coming under this division.~~

337 ~~Sec. 86-39. - Drinking alcoholic beverages.~~

338 No person shall drink or consume alcoholic beverages on the beaches coming under this division.

339 ~~Sec. 86-40. - Build fires; Cooking.~~

340 No person shall build or maintain a fire or cook on any beach coming under this division.

341 Sec. 86-410. - Peddling.

342 No person, firm or entity (other than the Town of Surfside) shall sell, or rent goods or services,
343 or carry on any business on the beaches coming under this division.

344 * * *

345 **Section 3. Codification.** It is the intent of the Town Commission that the provisions
346 of this ordinance shall become and be made a part of the Town’s Code of Ordinances, and that the
347 sections of this Ordinance may be renumbered or relettered, and the word “ordinance” may be
348 changed to “section,” “article,” “regulation,” or such other appropriate word or phrase in order to
349 accomplish such intentions.

350 **Section 4. Severability.** The provisions of this Ordinance are declared to be severable
351 and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be
352 invalid or unconstitutional, such decision shall not affect the validity of the remaining sections,
353 sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the
354 legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

355 **Section 5. Conflicts.** All ordinances or parts of ordinances, resolutions or parts of
356 resolutions, in conflict herewith, are repealed to the extent of such conflict.

357 **Section 6. Effective Date.** This Ordinance shall become effective immediately upon
358 final adoption on second reading.

359 **PASSED** on first reading on the _____ day of _____, 2022.

360 **PASSED AND ADOPTED** on second reading on the _____ day of _____, 2022.

361 **First Reading:**

362 Motion by: _____

363 Second by: _____

364

365

366 **Second Reading:**

367 Motion by: _____

368 Second by: _____

369

370

371 **FINAL VOTE ON ADOPTION**

372 Commissioner Fred Landsman _____

373 Commissioner Marianne Meischeid _____

374 Commissioner Nelly Velasquez _____

375 Vice Mayor Jeffrey Rose _____

376 Mayor Shlomo Danzinger _____

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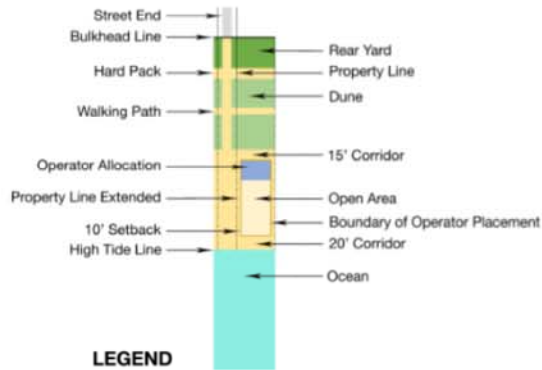
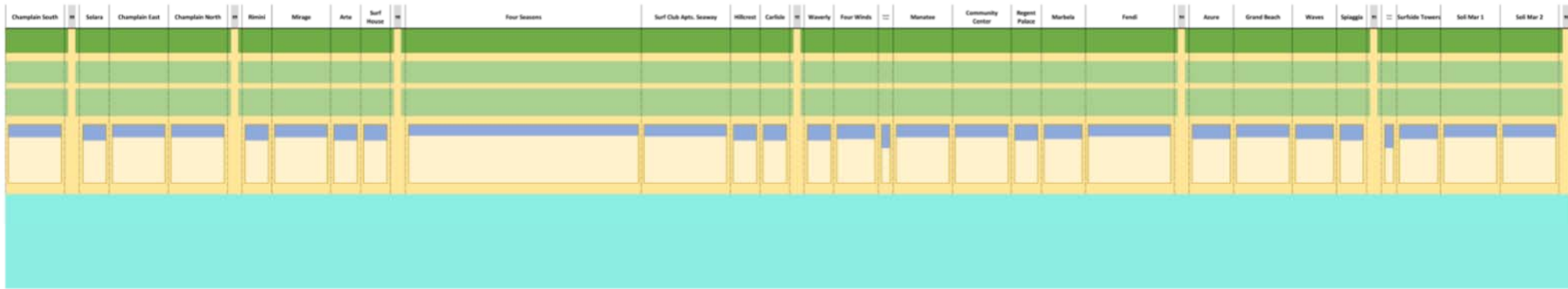
Shlomo Danzinger, Mayor

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



Relative Proportion of Beach Chair Allocation

The best way to interpret this graphic is to view the Blue rectangles as the relative area occupied by every upland property if it used its maximum chair count under the code ("beach chair operation"). The tan areas represent the remaining area. The tan access corridors are reserved for access along the water and the dune (20 feet from the high tide water line and 15 feet from the dune) and access from each street end to the water (24 feet wide). Note that the vertical and horizontal scales are different, but the proportion of blue to beige areas is constant. The blue areas are range from 22% to less than 50% of the total.

Maximum Beach Furniture Allocation Chart

	Name	Property Address	Frontage	Rate	Condo Chairs	Hotel Chairs	Umbrellas
1	Champlain Towers South Condo		200	0.3	60		30
2	Solara Surfside Condo/Hotel		100	0.3		30	15
3	Champlain Towers East Condo		200	0.3	60		30
4	Champlain Towers North Condo		200	0.3	60		30
5	Rimini Beach Condo		100	0.3	30		15
6	Mirage Condo		200	0.3	60		30
7	Arte Condo	8955 Collins	100	0.3	30		15
8	Surfhouse Condo		90	0.3	27		13
9	Four Seasons Hotel	9001-9111 Collins	200	0.3		60	30
9	Surf Club Condos		575	0.3	172		86
10	Surf Club Apartments		200	0.3	60		30
11	Seaway Villas Condo/Hotel		150	0.3	45		22
12	Hillcrest by the Sea Co-op Apt.		100	0.3	30		15
13	Carlisle on the Ocean Condo		100	0.3	30		15
14	Waverly at Surfside Condo		100	0.3	30		15
15	Four Winds Condo		150	0.3	45		22
16	Seaside Terrace Condo		50	0.3	15		7
17	Manatee Condo		200	0.3	60		30
18	Town of Surfside (Community Center)		215	0.3		64	32
19	Regent Palace Condo		100	0.3	30		15
20	Marbella Condo		150	0.3	45		22
21	Chateau Ocean Condo		300	0.3	90		45
22	Azure Condo		150	0.3	45		22
23	Beach House Hotel		200	0.3		60	30
24	The Waves Condo		150	0.3	45		22
25	Spiaggia Ocean Condo		100	0.3	30		15
26	Ocean Seven Condo		50	0.3	15		7
27	9500 Oceans Condo		150	0.3	45		22
28	Solimar Condo		400	0.3	120		60
Total:					1279	214	742



TOWN MANAGER'S REPORT

AUGUST 9, 2022

I. TOWN DEPARTMENTS

Building Department

A. This month the Building Department is issuing the foundation permit for Eden Surfside, LLC, a 205 room Kosher Hotel with ballroom and commercial kitchen located across from Town Hall and occupying the entire east half block from 93rd Street to 94th Street. All applicable conditions of the site plan approval have been satisfied. Other commercial construction activity includes preparations to demolish the existing Hillcrest and Regent Palace condominiums to make room for new modern condominium buildings. These significant commercial projects total over \$416,000,000.00 in combined construction value. When our brisk residential construction is added in, the total approaches nearly half a billion dollars of construction to be administered by the Building Department and built in the next two years.

B. Building Department Permit and Inspection numbers (as of July 19th business day) continue to show solid growth as follows: Building Permits issued: 113; Inspections performed: 184; Lien searches performed: 13 and TCO/COs issued: 2.

C. The Building Department has launched its upgraded Ener-Gov software platform by Tyler which has been upgraded from the 2018 version. With staff working out some software issues, this new software platform will allow us to build and open a customer service/contractor online (CSS) portal for online permitting, inspection requests and plans review. This will greatly increase speed and efficiency of permits issued, raise the levels of service and eliminate most lobby traffic which now takes up much of our staff's time.

D. Thanks to recent Town Commission approval, the Building Department has contracted with GRM document storage and scanning services, to begin digitization all building plans for the Town and make them available on the Town website via a link to the Cloud. This will be of great benefit to property owners, contractors and public service providers who seek detailed information about existing buildings in the Town.

E. Thanks also to recent Town Commission approval, the Building Department has contracted with RMB General Contractors for the complete redesign, demolition, reconstruction and modernization of the front lobby offices. This is a new modern front lobby design that is open and welcoming, creating an important positive first impression to our customers. Customers will be personally served by permitting staff utilizing digital permitting technology from individual kiosks. Glass office partitions will provide an open, transparent environment to enhance communication and efficiency in the office environment.

Code Compliance Division

A. Code Compliance Cases: As of July 19, 2022, the total number of active, open cases being managed is 186. Of these cases, 94 cases are still under investigation and are working towards compliance; 12 cases are on-hold; 14 cases are in the Special Master hearing queue; 5 cases are in post-hearing status; 19 code cases have been issued liens and remain unpaid; 42 code cases have service liens and remain unpaid. Properties with unpaid liens are sent reminder letters on a semi-annual basis. During the 19 days of this current month, the Code Compliance staff has conducted an approximate of 150 inspections.

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

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

- FY 22: As of July 19, 2022, 84 cases have paid/settle for a total monetary collection of \$40,490.13.
- FY 21: 86 cases paid/settled for a total collection of \$39,464.
- FY 20: 109 cases paid/settled for a total collection of \$115,851.

C. The Code Compliance Division has assisted the Finance Department by conducting 14 Code lien searches from July 5 to July 19.

D. The Code Compliance Division has continued to assist the Town Clerk's Office with public records requests.

E. The Division will present 7 Code Compliance cases to the Special Master on July 20, 2022.

Community Services & Public Communications Department

A. Tourism and Communications hosted the first Summer Fridays event of the season, which was the first in four years, from 4 to 7 p.m. on the beach behind the Community Center. Two more are slated for August 12 and September 2.

B. Tourism and Communications staff circulated an adapted version of the MARLIN team's Downtown Walkability Study to business and property owners to poll that important group of stakeholders.

C. The Tourist Board looks forward to introducing new palm fronds' lighting along Harding Avenue for the upcoming holiday season.

D. Tourism and Communications organized a press event to for the extinguishing of the torch that was symbolically lit on June 24 on Wednesday, July 20. The date marked one year since the recovery of the final victim last year.

E. Tourism and Communications staff looks forward to supporting the Downtown Vision Advisory Committee (DVAC) under the Town Manager which is set to reconvene in the coming weeks.

Human Resources

Human Resources continues to provide support and assistance to the Town Administration, departments and staff in relation to a variety of items/services to include:

A. AFSCME Florida Council 79: A shade session with the Town Commission was held on July 11, 2022. AFSCME and the Town will hold a sixth collective bargaining meeting on August 17, 2022.

B. Fraternal Order of Police (FOP): The first contract negotiation meeting to re-negotiate the collective bargaining agreement with the FOP was held on July 20, 2022.

C. Insurance Renewal – With the assistance of the Town's insurance agent of record, participated in discussions and provided facilitated the census information needed to obtain proposals related to employee health, dental, vision, disability and other insurance set to expire on September 30, 2022.

D. Classification and Compensation Study: The Town administration received the draft report from Evergreen.

E. EEOC Discrimination Complaints: Awaiting on response with regards to EEOC complaints filed by Mr. Victor May.

F. Recruitment – Advertised for vacant positions to include Town Planner, Police Officer, Recreation Leader and Lifeguard.

G. FMLA and Workers Comp: Provided assistance to staff regarding FMLA and workers comp matter.

H. COVID-19 Health Pandemic: Provided staff with COVID-19 information, support and assistance.

I. Safety and Wellness Initiatives: Provided staff with information regarding weekly webinars and classes for mental health support, nutrition, fitness, support groups, community health initiatives and exercise classes. Collaborated with the Town's insurance agent of record to schedule and organize the employee wellness fair activities.

J. Background/Offer/Orientation: Conducted the background investigations, prepared offer letters and conducted initial employment orientations for new hires.

K. Other Human Resources Functions to include:

- Employee appreciation, recognition, and activities
- Pre-employment Background Check
- Conditional offer of employment offers (withdrawal – when applicable)
- New hire orientation
- New hire reporting – Florida Department of Revenue
- Labor statistics report – U.S. Department of Labor Statistics
- Workers' compensation
- Grievance
- Interviews
- Exit interviews
- Personnel counseling
- Retirement plan related assistance
- Recruitment / Advertising for vacancies
- Responding to candidates / acknowledge resumes received
- Verification of Employment Requests
- Personnel maintenance changes
- Insurance enrollment, changes and termination of coverage
- Public records requests related to personnel (active/inactive)
- Criminal records check – level 2 for all Parks & Recreation instructors/concession staff

Finance Department

Monthly Budget to Actual Summary as of June 30, 2022 – Attachment "A"

Parks and Recreation Department

Parks and Recreation continued to operate the following facilities: The 96th Street Park, the Beach Lifeguard Tower, Hawthorne Tot Lot and the Dog Park. The Tennis Center continues to operate with court reservations during prime hours. The pool continues to operate with lap swimming registrations during all hours of operation. Pool hours continue to be adjusted month to month to maximize day light hours. Current Pool hours are from 7:00 a.m. - 8:00 pm for the Summer of 2022.

Parks and Recreation Staff continue to have discussions on a weekly basis with representatives from Game Time Playgrounds regarding the progress of the Hawthorne Tot Lot renovation which will include a new playground surface, new playground structures, shade structures and outdoor exercise equipment. Staff is working with KCI Technologies to conduct a survey and obtain a site plan of the facility. This is imperative to advance with the renovations. The design for the outdoor exercise equipment was present to the Parks and Recreation committee on Monday, July 18th and they were all very happy and excited with the design and progress of the project thus far. Town staff is scheduled to bring forth a budget amendment to transfer over the funds (\$500,000) budgeted for FY23 to FY22. This will give P&R staff the flexibility to start this project this fiscal year.

Our After-Care provider (PEAR) has informed us that they will be dissolving their company and won't be able to continue providing the after-care service. Staff has been working hard to find other viable options in the meantime. Staff has been in contact with Ruth K broad, Bay Harbor islands and other nearby entities to see if they are willing to accommodate the families that normally partake in our programs. Staff has also met with the YMCA to see if we can come into an agreement to have them run the program moving forward. Staff met with the executive director over zoom and there is mutual interest to complete an agreement. The YMCA is a very reputable organization who currently run over 26 after care sites, including the city of Aventura. Staff will continue to meet and work with the YMCA to come to a resolution ASAP.

Adult Tennis programing is still on going and scheduled to concluded on July 28. Registration for fall programs commences Monday, July 25. Staff is excited to bring back our popular gymnastics program starting September 12, along with all our other youth, adult and senior programs. Summer Camp hosted by PEAR Programs has been a great success. The camp is currently in the 3rd session and has been filled to capacity each session. Session III commences Monday, July 25 and we have added one extra week for extended camp which will run August 8 - 12.

Session I of the JR Lifeguard Camp has been a great success. There was a total of 9 participants registered for the first session. The curriculum included a turtle conservatory workshop with Miami Dade County and a Presentation on the Marine Patrol with the Indian Creek Police Department. Session II is set to start Monday, July 25.

Staff finalized agreement with Miami Lifeguard LLC for staffing on a needed basis. This agreement gives us the capability of hiring lifeguards to cover any aquatic schedule needs we may have.

An Agreement has been set with Miami Beach to use Normandy Isles Park for the Town's P&R Soccer Programming during the renovation of 96th street park. All soccer participants have been notified through numerous town ads and flyers were distributed to them.

The 96th Street Park RFP has been released and will run for 60 days. This will be the step to start the selection of a construction company to begin the construction process. The RFP was released on May 27, 2022. The final day of the add will be July 26, 2022.

On Monday, July 4, the Town of Surfside Parks and Recreation Department hosted our annual 4th of July Holiday Celebration featuring live music, activities and more. We received a great turnout with over 650 people in attendance. The event concluded with a beachside fireworks exhibition at 9:00 p.m. Staff is in the early stage of the planning and coordination of our upcoming Halloween Spooktacular event which will take place on 93rd St.

Planning Department

Development Application Process (2012 – Present) – *Attachment "B"*

Downtown Walkability and Design Study – Progress Report for June 2022 – *Attachment "C"*

Police Department

A. Police Department Statistics (July 1 – July 17, 2022)

- Traffic Citations – 177
- Parking Citations – 339
- Arrests – 0
- Dispatch Events – 1,110
- Incident/Crime Reports – 29

B. Community-Police Relations (CPR) Foundation Police Department Donation

The Community-Police Relations (CPR) Foundation donated \$2,000.00 to the Police Department to purchase new bicycles and accessories. This item will be discussed during consent at the Town Commission meeting on August 9, 2022 as a budget amendment item.

C. Police Events/Community Outreach

- The Parks and Recreation Jr. Lifeguard Camp will be held in two sessions: July 11 - July 22, 2022 and July 25 - August 5, 2022. The Police Department will participate in both sessions by incorporating law enforcement and pertinent topics into the program. A K-9 Demonstration from the Aventura and Sunny Isles Beach Police Departments will be held on August 1, 2022 at 9:30 a.m. at the Community Center.
- The FLOW (Florida Licensing on Wheels) – August 15, 2022 from 10:00 a.m. to 2:00 p.m. in the Commission Chambers.
- The Surfside Police Department will host a community blood drive on August 24, 2022 from 11:00 a.m. – 4:30 p.m. in the Town Hall municipal parking lot.
- The monthly Coffee with the Cops – August 25, 2022 at 10:00 a.m. at Starbucks.

II. SEE CLICK FIX REPORT

Requests filtered by request category that have been created 07/01/2022 - 07/31/2022

Request Category	Created in period	Closed in period	Average days to close
Beach Issue	1	0	
Code Compliance (Violation)	1	1	0
Drainage/Flooding (PW)	1	1	0.7
Other	1	1	1
Police (Safety Concern)	0	0	
Beach Patrol	0	0	
Parking Issue	2	2	0.1
Construction Issues	1	0	

III. TOWN PROJECTS

96th Street Park

Park Construction Proposals are due July 27, 2022. The RFP Evaluation Committee will meet on August 2 and select proposers will present to the RFP Evaluation Committee on August 11, 2022. The goal is to bring the construction contract before Town Commission in September for approval. Park and kayak launch permitting remain ongoing.

Abbott Avenue Drainage Study

Progress Status Report – Attachment “D”

Byron/Bay Closure Study

Miami-Dade County DTPW's reviewed the Traffic Study methodology for the traffic analysis related to potential road closure of Byron Avenue and Bay Drive at 96th Street and concluded that it cannot complete and render a final decision of the methodology review due to the current traffic conditions of the area. Various MOT (maintenance of traffic) are in place after the building collapse at 8777 Collins Avenue which will impact and affect the overall Town wide traffic circulation. The Town of Surfside can resubmit the methodology once traffic conditions are back to normal (pre-building collapse) which include all roadways being open to the public.

Undergrounding of Utilities

Current activity for the utility undergrounding project continues with existing condition survey and verification. Meetings are planned for this month with FPL and ATT to amend design related issues for placement of equipment and alternate phasing of installation. Design continues regarding the commercial alley corridor between Collins and Harding, unknown factors remains center on Rights of Way and Easements as may be required.

Respectfully submitted by:



Andrew E. Hyatt, Town Manager
for

TOWN OF SURFSIDE, FLORIDA
MONTHLY BUDGET TO ACTUAL SUMMARY
FISCAL YEAR 2022
As of JUNE 30, 2022
75% OF YEAR EXPIRED (BENCHMARK)

Agenda Item #

Page

1 of 3

August 9, 2022

GOVERNMENTAL FUNDS	ACTUAL	ANNUAL BUDGET	% BUDGET
GENERAL FUND - 001			
REVENUE	\$ 15,238,462	\$23,618,620	65%
EXPENDITURES	17,282,988	\$23,618,620	73%
Net Change in Fund Balance	(2,044,526)		
Fund Balance-September 30, 2021 (Audited)	21,091,150		
Fund Balance-June 30, 2022 (Reserves)	<u>\$ 19,046,624</u>		
			A
			B
TOURIST RESORT FUND - 102			
REVENUE	\$ 4,629,039	\$4,845,294	96%
EXPENDITURES	2,219,370	\$4,845,294	46%
Net Change in Fund Balance	\$ 2,409,669		
Fund Balance-September 30, 2021 (Audited)	4,264,457		
Fund Balance-June 30, 2022 (Reserves)	<u>\$ 6,674,126</u>		
			C
POLICE FORFEITURE FUND - 105			
REVENUE	\$ -	\$79,534	0%
EXPENDITURES	21,830	\$79,534	27%
Net Change in Fund Balance	\$ (21,830)		
Fund Balance-September 30, 2021 (Audited)	221,034		
Fund Balance-June 30, 2022 (Reserves)	<u>\$ 199,204</u>		
TRANSPORTATION SURTAX FUND - 107			
REVENUE	\$ 202,254	\$319,149	63%
EXPENDITURES	186,095	\$319,149	58%
Net Change in Fund Balance	16,159		
Fund Balance-September 30, 2021 (Audited)	569,453		
Fund Balance-June 30, 2022 (Reserves)	<u>\$ 585,612</u>		
BUILDING FUND - 150			
REVENUE	\$ 835,418	\$1,756,131	48%
EXPENDITURES	805,959	\$1,756,131	46%
Net Change in Fund Balance	29,459		
Fund Balance-September 30, 2021 (Audited)	1,904,548		
Fund Balance-June 30, 2022 (Reserves)	<u>\$ 1,934,007</u>		
CAPITAL PROJECTS FUND - 301			
REVENUE	\$ 7,157,501	\$11,252,255	64%
EXPENDITURES	2,388,829	\$11,252,255	21%
Net Change in Fund Balance	4,768,672		
Fund Balance-September 30, 2021 (Audited)	5,894,823		
Fund Balance-June 30, 2022 (Reserves)	<u>\$ 10,663,495</u>		


NOTES:

- 1) Many revenues for June 2022 are received in subsequent months (timing difference) and are recorded on a cash basis in the month received.
 - 2) Expenditures include payments and encumbrances. An encumbrance is a reservation of a budget appropriation to ensure that there is sufficient funding available to pay for a specific obligation.
- A. Includes \$2,000,000 available for hurricane/emergencies. The audited balance of \$19,091,151 is unassigned fund balance (reserves).
 - B. Includes \$7,704,488 committed for operations & maintenance, hurricane/natural disaster, budget stabilization, and capital. The balance of \$11,342,136 is unassigned fund balance (reserves).
 - C. Includes \$720,285 committed for hurricane/natural disaster, budget stabilization, and capital. The balance of \$5,953,841 is unassigned fund balance (reserves).

PROPRIETARY FUNDS	ACTUAL	ANNUAL BUDGET	% BUDGET
WATER & SEWER FUND - 401			
REVENUE	\$ 3,103,237	\$4,497,641	69%
EXPENDITURES	2,799,309	\$4,497,641	62%
Change in Net Position	303,928		
Unrestricted Net Position-September 30, 2021 (Audited)	(1,389,877)		
Unrestricted Net Position-June 30, 2022 (Reserves)	\$ (1,085,949)		
MUNICIPAL PARKING FUND - 402			
REVENUE	\$ 1,219,008	\$1,264,180	96%
EXPENDITURES	807,131	\$1,264,180	64%
Change in Net Position	411,877		
Unrestricted Net Position-September 30, 2021 (Audited)	1,657,883		
Unrestricted Net Position-June 30, 2022 (Reserves)	\$ 2,069,760		
SOLID WASTE FUND - 403			
REVENUE	\$ 1,373,175	\$1,811,003	76%
EXPENDITURES	1,303,842	\$1,811,003	72%
Change in Net Position	69,333		
Unrestricted Net Position-September 30, 2021 (Audited)	(271,836)		
Unrestricted Net Position-June 30, 2022 (Reserves)	\$ (202,503)		
STORMWATER FUND - 404			
REVENUE	\$ 727,693	\$1,327,284	55%
EXPENDITURES	971,441	\$1,327,284	73%
Change in Net Position	(243,748)		
Unrestricted Net Position-September 30, 2021 (Audited)	3,581,622		
Unrestricted Net Position-June 30, 2022 (Reserves)	\$ 3,337,874		
FLEET MANAGEMENT FUND - 501			
REVENUE	\$ 587,678	\$780,044	75%
EXPENDITURES	649,355	\$780,044	83%
Change in Net Position	(61,677)		
Unrestricted Net Position-September 30, 2021 (Audited)	1,091,020		
Unrestricted Net Position-June 30, 2022 (Reserves)	\$ 1,029,343		



Jason D. Greene, Assistant Town Manager/CFO



Andrew Hyatt, Town Manager

Town of Surfside
Net Funds Historical Balances
Period 2018 - June 2022

FUND	9/30/2018	9/30/2019	9/30/2020	9/30/2021	6/30/2022	CAGR ^(a)
General	\$ 10,902,050	\$ 14,984,105	\$ 18,286,748	\$ 21,091,150	\$ 19,046,624	24.6%
Tourist Resort	356,313	1,640,525	2,109,658	4,264,457	6,674,126	128.7%
Police Forfeiture	159,527	105,725	168,289	221,034	199,204	11.5%
Transportation Surtax	263,292	328,377	442,856	569,453	585,612	29.3%
Building	2,760,673	2,563,517	1,991,388	1,904,548	1,934,007	-2.2%
Capital Projects	2,158,902	3,048,582	4,899,128	5,894,823	10,663,495	39.8%
Water & Sewer	(2,546,398)	(2,367,098)	(1,733,610)	(1,389,877)	(1,085,949)	-18.3%
Municipal Parking	943,315	1,198,948	1,293,993	1,657,883	2,069,760	20.7%
Solid Waste	601,201	641,636	219,615	(271,836)	(202,503)	-176.8%
Stormwater	3,203,878	3,200,132	3,205,050	3,581,622	3,337,874	3.8%
Fleet Management	-	585,363	825,468	1,091,020	1,029,343	N/A
Total	\$ 18,802,753	\$ 25,929,812	\$ 31,708,583	\$ 38,614,277	\$ 44,251,593	23.9%

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

DEVELOPMENT APPLICATION PROCESS (2012 - PRESENT)									
Application Date Location	Project Description	Zoning Process	Density/Intensity		Variances		Building Permit		Status
			Allowed	Approved	Requested	Received	Application No.	Status	
Original submittal: 7/13/2012 Site plan amendment: 4/16/16 9011 Collins Avenue	Surf Club - restoration of the famous surf club historic structure and for the construction of new improvements	DRG - 7/31/2012, 8/23/2012, site plan amendment: 5/16/2016, 8/4/2016, 3/9/2017, 5/11/2017 P&Z - Original site plan: 9/27/2012, site plan amendment: 8/31/2017 TC - Original site plan: 10/15/2012, site plan amendment: 10/10/2017 Site Plan Ext -	762 units	257 units	None	None	13-727	Issued	Fort Partners has indicated a desire to obtain a final CO and Landscape approval needs to be resolved. A landscape inspection was performed and comments were provided by the Town Planner on November 5, 2021. Once the comments are addressed a final inspection will be required.
7/20/2012 9450 Collins Ave	The Shul - New multiuse glass atrium and joining learning center (3 stories)	DRG - 2/11/2013, 3/27/2013, 7/9/2013 P&Z - 2/27/2014 TC - 10/28/2014 Site Plan Ext -	3 story expansion of 8,558.9 square feet		None	None	14-509	Issued	A landscape inspection has been performed and the proposed landscape revisions have been reviewed. Preliminary building signage plans have been submitted and staff comments provided. Awaiting signage plan revisions from Applicant.
8/12/2015 12/23/20 Site Plan Amendment 9133 Collins Ave & 9149 Collins Ave	Surf Club II - Redevelopment of property with a multi-family residential project and renovation of existing historic structure. Reduction of dwelling units and hotel rooms. Revisions to expand underground parking and revisions to balcony design	DRG - 9/4/2015, 3/9/2017, 9/17/2017, 2/9/2021 P&Z - 12/7/2017, 2/11/2021, 4/29/21 TC - 2/13/2018, 4/13/21, 6/8/21 Scheduled Site Plan Ext - Site Plan Extension of approved by TC on 7/28 TC Meeting. Applicant requested extension of site plan due to FL Declaration of Emergency. Additional Covid extension - New Permit Due Date December 26, 2021	199 units	Reduced to 31 condo units, 26 hotel rooms	None	None	20-536	Foundation Only Permit Issued	Work is underway by Building Department to permit remainder of the building. Planning will be complete with it's review by 7/22/22.
Original submittal: 2/11/2016 Revised submittal: 5/31/18 9380, 9372, 9364, 9348, 9340, 9322, 9316 & 9300 Collins Ave	9300 Collins Ave - demolition of all existing improvements, construction of 3-story building	DRG - Original submittal: 3/10/2016, 4/27/2016 Revised submittal: 6/27/2018, 8/28/2018, 11/1/18 P&Z - Original approval: 7/18/2016, Revised approval: 11/29/18 TC - Original approval: 11/10/2016, Approved February 26, 2019 Site Plan Ext - Request submitted to extend approval due to emergency declaration (Hurricane Dorian). Additional Covid and Tropical Storm Elsa extensions - New Permit Due Date February 4, 2024	250 units	Request is for 205 units	None	None	18-610	Has not applied for permit yet	Information supplied by the Eden Surfside LLC to Town Bldg Dept on 11/30/21 indicates desire to obtain a foundation permit. MDC receipts for impact fees of \$1,105,679.93 (Pd. 8/3/21) and 20% Water and Sewer fees (Pd. 10/26/21) have been received.
5/4/2016 8955 Collins Ave	Residential Condominiums	DRG - 6/20/2016, 7/27/2016 P&Z - 10/27/2016 11/10/2016 TC - 11/10/2016 Site Plan Ext -	110 units	16 units	None	None	16-602	Issued	The Town Planner signed off on the Landscape Plan on June 17, 2022. Public Works Department is working to resolve a couple of issues so that the Building Department can issue a permanent CO.
3/14/22 9309 - 9317 Collins Ave	93 Ocean - Demolition of 2 existing 3 story buildings and construction of 12 story condominium building with 27 dwelling units.	DRG - to be scheduled. P&Z - Applicant asked to be removed from May 26, 2022 P & Z Mtg. TC							The applicant pulled the application from the May 26, 2022 P & Z meeting. Awaiting re-submission for Site Plan Review.

DEVELOPMENT APPLICATION PROCESS (2012 - PRESENT), Cont.

Application Date Location	Project Description	Zoning Process	Density/Intensity		Variances		Building Permit		Status
			Allowed	Approved	Requested	Received	Application No.	Status	
10/1/2016, 5/6/21 9116 Harding Ave	303 Surfside - 4 Townhouses (2018) 303 Surfside - 6 Townhouses (2021)	DRG - 11/2/2016, 2/7/2017, 5/18/2017, 6/21 TBD P&Z - 6/27/2018, 6/21 TBD TC - 4/14/2018 Approval Expired Site Plan Ext -	8 units	4 units	None	None		Site Plan approval has expired	
5/19/2017 4/1/22 8995 Collins Ave	Surf House - site plan approval for expansion to existing multi-family building deemed architecturally significant per Sec. 90-33(3) of the Town Code.	DRG - 6/19/2017, 8/24/2017, 9/28/2017, May 2022 P&Z - 2/22/2018, 4/26/2018, 5/31/2018, approved on 10/27/19 TC - 12/10/19 Site Plan Ext - 2 COVID Extensions New Permit Deadline 9/27/23 Site Plan Amendment - P & Z approval May 26, 2022 TC - Approved Site Plan Amendment June 16, 2022	99 units	Resolution # 19-2661 approved by Town Commission on December 10, 2019 for 12 stories, 34 units and 72 parking spaces.	Original application requested 3 Variances. Final application did not include any Variances. Site Plan Amendment - Density Reduction from 34 to 19 Units Other interior, exterior and construction revisions.	None	Has not applied for permit yet	Planning and Zoning Board recommended approval of Site Plan Amendment with reduction to 19 units and interior and exterior revisions on May 26, 2022. Town Commission approved Site Plan Amendment on June 16, 2022	
Original Submittal: 1/06/2015 Revised submittals: 8/01/2016, 12/23/2016, 03/09/2018, 10/29/2018 9/25/2020 8851 Harding Avenue	18 multi-family units	DRG - 01/22/2015, 08/18/2016, 01/23/2017, 03/23/2018, 11/29/2018 Meeting Pending, 2/25/2021 P&Z - 01/31/19 P&Z recommended approval (Requires P&Z Reconsider) 2/25/2021 P&Z Denied Plan TC - Denied by the Commission (requires reconsideration by TC), TC Approval 5/26/21 Site Plan Ext -	33 units	Current request is for 18 units. Town Planner, DRG recommended approval, P&Z recommended denial	1 requested: Section 90-82. - Off-street loading requirements (Loading Space Size). Not Required in 2021 Plan	Not needed in 2021 request	Has not applied for permit yet	Site Plan Approval 5/26/21	
7/3/2019 9580 Abbott Ave	Young Israel Variance Request to eliminate landscaping to provide for a handicapped accessible ramp	DRG - N/A P&Z - 8/29/2019 TC - 10/29/19 Site Plan Ext -			1 requested: eliminate landscaping along the north side of the building	None			
1/7/2020 8926 Collins Avenue	Arte request to have FPL vault encroach into landscape buffer.	DRG - N/A P&Z - 1/30/2020 TC - 2/11/2020 Site Plan Ext -			Landscape buffer	Approved		This parcel on the west side of Collins Avenue was also inspected along with the residential component on the east side of Collins Avenue. See discussion on first page spreadsheet.	
11/18/2021 9165 Collins Avenue	Site Plan approval to develop an 11 story, 14 unit MF Bldg with 33 parking spaces in the H120 Zoning District on the north side of the Seaway and south side of the Carlisle.	DRG - 1/14/22 - Via Zoom - Approved Proceeding to P & Z P&Z - 1/27/22 - Deferred to 2/24/22 P&Z Mtg P&Z - 2/24/22 - Recommended approval TC - Site Plan Approval received 4/12/22	58 units	Proposing 14 units	None			DRG recommended on January 14, 2022 proceeding to P&Z on January 27, 2022. After discussion, P&Z decided to continue the item to the February 24, 2022. P&Z recommended approval at the February 24, 2022 meeting.	
4/27/2022 8809 Harding Avenue	Site Plan Application for 8 Townhouse Units	DRG - July-August 2022 P&Z - July-August 2022 TC - to be scheduled	TBD	Proposing 4 units	Preliminary review comments were prepared at the request of the Applicant. Actual Site Plan submission deferred to August 25th P & Z.			Site Plan Application received 4/27/22. Applicant requested preliminary review prior to proceeding to formal Site Plan Review. Zoom meeting with Applicant's development team and Town Staff was held on 7/7/22. Preliminary comments provided on 7/18/22.	

Town of Surfside Downtown Walkability and Design Study

Progress Report for June 2022

Marlin Engineering, Inc.

This project is a Sidewalk Walkability Feasibility Study for 2 blocks of Harding Avenue between 94th Street and 96th Street including the municipal lot on the south side of 94th Street. Parking occupancy counts and commercial floor area inventories of the area will be utilized to establish current parking usage and characteristics along Harding Avenue. The findings of existing studies will also be included in the written report. Efforts will be initiated to solicit input from resident, tourist and business stakeholders. Two (2) public presentations will be conducted with the Town Commission to share the findings of the draft and final study results.

Task 1 – Kick off Meeting and Project Management

Discussions have been held with key Town staff on the activities of the Study. This Task also provides for on-going project management and communication with the Town Manager and Town Commission. Work on this Task is on-going.

Task 2 - Data Collection

Data collection efforts were completed during the month. Marlin staff performed public outreach efforts and parking occupancy surveys in the downtown area on June 26 – 27, 2022. The parking occupancy survey took place between 12 PM to 3 PM on half-hour counts. The parking surveys took place on Harding Avenue, the Abbott Lot and the 94th Street Lot. The public outreach took place at the Sunday Farmer's Market and in the downtown on Sunday and Monday. Work on this Task is complete.

Task 3 – Existing Conditions Analysis

The parking occupancy survey was reviewed and tabulated. An assessment of the landscape condition will be completed in July. Work on this Task is nearing completion.

Task 4 – Stakeholder Outreach

Major efforts in June were oriented to public outreach. A total of 162 completed public surveys were obtained with full questionnaire responses. Twelve business surveys were completed. The Town staff will pursue additional business participation during July. Work is continuing on this Task.

Task 5 – Study Findings and Recommendations

Work on the draft Technical Report is continuing. Work on the three alternatives is progressing. A staff meeting is tentatively scheduled in early July to discuss DVAC involvement and the presentation schedule of upcoming study work products and public meetings. Work on this Task is continuing.



July 21, 2022

Jason D. Greene, CGFO, CFE, CPFIM
Assistant Town Manager / Chief Financial Officer
Town of Surfside
9293 Harding Avenue
Surfside, Florida 33154
Phone (305) 861-4863 Ext. 225

RE: KEITH Progress Report – July 21, 2022
Project Name: Abbott Avenue Drainage Improvements – Phase 2
Project Location: Town of Surfside
Our Project/Proposal Number: 11494.01

Dear Jason:

For the past month KEITH & Associates has been developing the construction documents for the Abbott Avenue Drainage Improvements Project. Due to the weather in June geotechnical exploration started on July 11, 2022. The design team is working to makeup the lost time, so the august deadline can be met. Should start permitting after the next submittal to the Town. The following is a summary of the project progress for the month of July 2022.

- Geotechnical exploration started on July 11, 2022.
- Location Services were finished on July 1, 2022.
- MEP met onsite with Town & KEITH on July 14, 2022, for control panel coordination.
- Construction Documents have been updated with the information received from the location services and should be submitted to the town July 22, 2022.

After the task are completed and submitted to the Town, KEITH will start the permitting process through the county to be able to meet the deadline of August 2022 to complete the phase 2 of the project.

KEITH & ASSOCIATES, INC.
Consulting Engineers

Carlos Morales
Project Manager



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

TO: Mayor and Town Commission

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

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

DATE: August 2, 2022

**SUBJECT: Office of the Town Attorney Report for August 9, 2022 Regular
Commission Meeting**

**This Firm attended/prepared and/or rendered advice for the following
Commission meetings and workshops, public meetings and workshops, and
Board and Committee meetings during the past month:**

July 11, 2022 – Executive Session-Attorney/Client Session

July 11, 2022 – Special Tourist Board Meeting

July 12, 2022 – Special Commission Meeting – Budget Presentation

July 12, 2022 – Regular Town Commission Meeting

July 20, 2022 – Special Masters Hearing

August 1, 2022 – Tourist Board Meeting

Members of the firm assisted with the agendas and drafted the resolutions and ordinances where necessary for the above noted meetings, in addition to drafting or assisting with the preparation of a number of the communications and reviewing, revising and, as appropriate, negotiating the legal requirements of the relative agreements and supporting documents.

Various members of the Firm have and continue to assist the Town with the response and emergency actions needed in the aftermath of the CTS Collapse, including public records and media requests, settlement discussions and hearings, ongoing causation investigations at the CTS Site and off-site facilities, and interaction with KCE Engineering (Allyn Kilsheimer) and NIST representatives in connection with *In re: Champlain Towers South Collapse Litigation*, Case No. 2021-015089-CA-01. Most recently, this office participated in settlement discussions and hearings, including review of a Settlement Agreement among all parties and the Town contributing Town insurance proceeds towards the victims' settlement fund.

Commission Support:

Attorneys of the firm have worked with the Mayor and members of the Town Commission to provide orientation sessions and required Ethics training, including Sunshine Law and Public Records, and address concerns and research specific issues and policy initiatives, and are always available, either in the office or by phone or email. We appreciate your support as we commence our sixth year of service and work in implementing the elected Mayor and Town Commission's policy directives.

Staff Support:

Members of the Firm continue to provide support to Town administration and staff during the COVID-19 health pandemic, and continue to work with Town administration and staff responding to various needs arising from the CTS Building Collapse.

As typical, members of the Firm continue to assist the Town administration and staff, as well assist boards and committees, with application review, contract and agreement review; preparation of ordinances as directed by the Commission; procurement and

purchasing, various solicitations for Town services and providers (RFQs and RFPs) and agreements; IT related agreements; Parks & Recreation Department contracts and services; Code enforcement and interpretation, and attendance at Special Master Hearings upon request; beach furniture operator permits and administration; ethics issues and requirements; police matters; building permit and enforcement issues; public records and media requests; litigation representation and support, subpoenas, oversight and case management; Town Code interpretation and application; labor, employment and pension matters; assistance with and negotiations with the AFSCME Florida Council 79 for Town civilian employees; EEOC complaints, and employee complaints of discrimination; various procurements and service provider contracts for Town Departments, including Contract for Construction for Town Hall front office remodeling, RFP and resulting award of Agreements for Disaster Debris Monitoring Services and Debris Removal Services, and contracts associated with design and construction at 96th Street Park; public records and media requests due to the CTS Building Collapse; Zoning Code issues and ordinances; and implementation of undergrounding of utilities project.

Key Issues:

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

- Contract Review Related to COVID-19 health pandemic.
- Ch. 90 Zoning Code and Adoption of Amendments thereto.
- Assistance and Response to AFSCME Florida Council 79 Union Representation Certification Petition for Civilian Town Employees
- Resolution in Support of Closing Byron Avenue at 96 Street and/or Other Traffic Mitigation Measures
- Resolution Approving Agreement with Savino Miller for Design of 96th Street Park, and corresponding Professional Services Agreement
- Resolution Approving Agreement with HPF Associates for Project Management Support Services for Undergrounding of FPL and Utilities Project, and corresponding Professional Services Agreement

- Resolution in Support of Closing Bay Drive at 96 Street and/or Other Traffic Mitigation Measures
- Resolution Approving an Agreement with Keith and Associates for Study and Design of Abbott Avenue Drainage Improvements
- Resolution Approving Project Agreement with KCI Technologies, Inc. for Utility Undergrounding Services for Phase I Preparation of Utility Coordination Plans Pursuant to Continuing Services Agreement for Professional Engineering Services; Preparation of Project Agreement
- Resolution Approving Project Agreement with Nova Consulting, Inc. for Utilities Engineering Retainer Services Pursuant to Continuing Services Agreement for Professional Engineering Services; Preparation of Project Agreement
- Resolution Approving Project Agreement with Keith and Associates, Inc. for Stormwater Engineering Retainer Services Pursuant to the Continuing Services Agreement for Professional Engineering Services; Preparation of Project Agreement
- Resolution Approving First Amendment to the Agreement with Zambelli Fireworks Manufacturing Co. for 2021 Fourth of July Fireworks Show Services; Preparation of First Amendment to Agreement
- Resolution for Quasi-Judicial Hearing Regarding Amended Site Plan Application for the Property Located at 9133-0149 Collins Avenue (Seaway)
- Resolution for Quasi-Judicial Hearing Approving and Accepting Waiver of Plat for 8712 Byron Avenue
- Resolution for Quasi-Judicial Hearing Approving/Denying Site Plan Application for 8851 Harding Avenue
- Contract for Construction for Biscaya Subaqueous Water Main Crossing
- Resolution Approving Project Agreement with Alvarez Engineers, Inc. for Structural Plan Review Services Pursuant to Continuing Services Agreement for Professional Engineering Services; Authorizing Expenditure of Funds
- Resolution Approving Renewal of Term of Agreement for Food and Beverage Concession Services with Hamsa, LLC D/B/A Surf-N-Sides for the Surfside Community Center; Authorizing the Town Manager To Execute a Second

Amendment to the Agreement; Preparation of Second Amendment to Concession Agreement

- Resolution Approving Emergency Repair Work for the Town Hall Air Conditioning System's Chiller and Coils Replacement from Smart Air Systems, Inc.
- Resolution Ratifying an Amendment to the Off-Street Variable Parking Rate and Time Limitation Schedule for Municipal Parking Lots
- Resolution Approving an Engagement Letter with Marcum LLP for Financial Auditing Services for Fiscal Year Ending September 30, 2021
- Resolution Approving a Memorandum of Understanding Between the Town and The Florida Department of Law Enforcement Relating to Investigations of Incidents Involving the Use of Deadly Force by Law Enforcement Officers
- Resolution for Quasi-Judicial Hearing – Waiver of Plat for 8712 Byron Avenue
- Resolution for Quasi-Judicial Hearing – Site Plan Approval for 8851 Harding Avenue
- Resolution for Quasi-Judicial Hearing – Site Plan Amendment for Seaway Condominium 9133-9149 Collins Avenue (2019 Historical Certificate of Appropriateness)
- Temporary Revocable License Agreement with Curative for Covid-19 Testing at Town Hall, and Corresponding Resolution Approving Same
- Debris Monitoring Procurement and Contract
- Resolution Approving Project Agreement with Alvarez Engineers, Inc. for Structural Plan Review Services
- Resolution Approving Declaration of State of Emergency for CTS Building Collapse
- PSA Agreement with Haggerty Consulting (FEMA compliance)
- PSA Agreement with KCE Structural Engineers for Structural Engineering Consultation CTS Building Collapse
- PSA Agreement with The News Directors (Communications and Media Response)
- Agreement with the Italian Space Agency Re Images on the CTS Building Collapse

- Annual Solid Waste Assessment FY 2021/22
 - Resolution Urging Biden Administration to Condemn Cuban Government's Handling of Pro-Democracy Protests and Support of the Cuban People
 - Resolution Approving Keith Engineering for Design Phase of Abbott Avenue Drainage Improvements
 - Resolution Awarding Star Cleaning USA for Street Sweeping Services and Agreement
 - Agreement with BOOST Media for Emergency Response Website CTS Building Collapse
 - Agreement with JUST FOIA for Public Records Request Software
 - Resolution Approving a Purchase Order to The Corradino Group, Inc. to Perform Traffic Engineering Services for 88th Street Corridor Multiway Stop Warrant Study
 - Resolution Approving Pelican Harbor Donation
 - Resolution Accepting a \$107,500 Community Development Block Grant – Mitigation Program (CDBG-MIT) from the Florida Department of Economic Opportunity (DEO) to Develop a Drainage Improvement Plan for the Town's Stormwater System
 - MOU and Resolution Approving the Memorandum of Understanding (MOU) Between the Town, the Village of Bal Harbour, and the Town of Bay Harbor Islands to Fund the Cost of a School Resource Officer for Ruth K. Broad K-8 Center School
 - Resolution Approving the Final Design Development Plans for 96th Street Park Project Prepared by Savino & Miller Design Studio, P.A.
 - Resolution Approving Employee Health Benefits Contracts for Fiscal Year 2021/2022
 - Resolution Accepting an Allocation of \$2,830,324 in Coronavirus State and Local Fiscal Recovery Funds from the U.S. Department of Treasury Under the American Rescue Plan Act; Review of American Rescue Plan Act Coronavirus Local Fiscal Recovery Fund Agreement
 - Ordinance Side Setbacks for H120 District
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- Resolutions Approving Tentative Millage Rate and Budget for FY 2022 (1st Budget Hearing)
- Resolutions Approving Final Millage Rate and Budget for FY 2022 (2nd Budget Hearing)
- Resolution Authoring Expenditure of Funds to KCE Structural Engineers for Task 2 Engineering Analysis and Destructive Testing
- Resolution Approving Project Agreement with 300 Engineering Group, P.A. for Sanitation Sewer Evaluation Survey and Smoke Testing Services for the Town's Sanitary Sewer System
- Resolution Approving a Federally Funded Subaward and Grant Agreement with Florida Department of Emergency Management (FDEM) for Public Assistance Grant Program Eligibility in Connection with Federal Emergency Management Agency (FEMA) Disaster Declaration No. 2560-EM-FL Relating Champlain Towers Building Collapse.
- Resolution Approving the Submission of Grant Applications For Town Projects Between October 1, 2021 and September 30, 2022; Subject to and Pending Final Acceptance of Awarded Funds and Approval of Grant Agreements by Town Commission
- Resolution Expressing Support for the Sister Bays Program and Urging Coastal Communities Throughout the County to Support the Program; Encouraging the Miami-Dade County Board of County Commissioners to Develop a Memorandum Of Understanding for The Sister Bays Program
- Resolution Approving a Voluntary Cooperation and Operational Assistance Mutual Aid Agreement with the City of North Miami
- Resolution Approving Fiscal Year 2021/2022 Police Forfeiture Fund Expenditures
- Resolution Approving Budget Amendment No. 11 for Fiscal Year 2020/2021 Budget
- Resolution Approving Purchase of Services from Kofile Technologies, Inc. for Preservation. Archival and Digitization of Historical Town Documents
- Resolution Approving the Purchase of a Town Hall Fire Alarm System Upgrade from Sciens Building Solutions, LLC c/o Empire Fire Safety

- Resolution Urging the Florida Public Service Commission (PSC) to Reject Florida Power & Light's (FPL) Request for a Base Rate Increase and Rate Unification, and to Reject the Proposed \$25 Per Month Minimum Charge
 - Resolution Approving Budget Amendment No. 1 for Fiscal Year 2022 Budget
 - Resolution Approving the Renewal of Agreement with Thomson Reuters West Publishing Corporation for Clear Investigative Tool for Fiscal Years 2022-2024
 - Resolution Calling for a Town Of Surfside Special Election to be Held on March 15, 2022 for a Bond Referendum Issuance of General Obligation Bonds for the Purpose of Undergrounding of Utilities
 - Resolution Calling for a Town of Surfside Special Election on March 15, 2022 for the Purpose of Submitting to the Electorate a Proposed Amendment to the Town Charter Regarding Lot Area, Building Height For Beachfront Properties, and Increasing Minimum Required Electoral Vote to 60% to Repeal or Amend Section 4 of the Charter
 - Resolution Calling for a Town of Surfside Special Election on March 15, 2022 for Proposed Amendments to the Town Charter at Article IX. – “Miscellaneous Provisions,” Adding Section 149 - “Hedges In Single-Family Residential Lots”, to Provide That Six (6) Foot Hedges Shall be Permitted on Single-Family Lots
 - Resolution Calling for a Town of Surfside Special Election on March 15, 2022 for Proposed Amendments to the Town Charter at Article IX. – “Miscellaneous Provisions,” Adding Section 150 - “Prohibition on Storage of Privately-Owned Property Overnight on Beach” to Provide for a Prohibition on the Storage of Privately-Owned Property overnight on the Beach
 - Resolution Calling for a Town of Surfside Special Election on March 15, 2022 for Proposed Amendments to the Town Charter Section 7 - “Salary”, to Provide for Payment of an Annual Salary for Mayor and Commissioners and Single Health Insurance Benefit
 - Resolution Approving an Agreement with Alves Sports Group, LLC for the Town’s Youth Soccer Program and with GM Sports Tennis, LLC for the Town’s Youth Tennis Program
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- Resolution Approving Purchase Of Four (4) 2022 Ford Police Interceptor Utility Vehicles, Together With Emergency Lighting Equipment, Graphics, and Radio Equipment for Each Police Vehicle
- Resolution Approving Purchase of New Cellular Encoders Together with Cloud-Based Hosting Services from Badger Meter, Inc. to Replace Existing Encoders Used to Transmit Water Meter Information to Town Hall
- Ordinance Securing Construction Sites, Safety and Other Requirements
- Ordinance Creating Section 14-3, “Recertification of Existing Buildings”, in Article I. – “In General”, of Chapter 14 - Buildings and Building Regulations”, to Adopt and Incorporate Section 8-11. – “Existing Buildings” of the Miami-Dade County Code of Ordinances with Modifications in Furtherance of the “Don’t Wait, Accelerate” Plan to Improve Building Safety.
- Resolution Authorizing and Approving Additional Expenditure of Funds to Special Counsel, Leech Tishman Fuscaldo & Lampl, regarding the Appeal of the Federal Aviation Administration’s (FAA’s) South Central Florida Metroplex Project (Metroplex), for Legal Fees and Consultant’s Services
- Resolution Approving a First Amendment to the Revocable, Non-Exclusive License Agreement with Curative Inc. to Extend the Term of the Agreement; Approving the Extension of the Temporary Use Permit Issued to Curative Inc. Beyond the Initial Ninety (90) Day Term to Allow the Continued Utilization of a Covid-19 Testing Kiosk Pursuant to Section 90-36.1 of the Town Code
- Resolution Approving and Authorizing the Expenditure of Budgeted Funds in an amount not to exceed \$145,000 to Implement the 89th Street Beach End Capital Improvement Project (CIP)
- Resolution Approving and Authorizing the Expenditure of Funds in an amount not to exceed \$50,000 to Engage Marlin Engineering, Inc. for a Downtown Walkability and Design Study
- Resolution Approving the Opioid Settlement Interlocal Agreement with Miami-Dade County Governing the Use of Opioid Settlement Funds Allocated to the Miami-Dade County Regional Fund.
- Resolution Approving Budget Amendment No. 2 for Fiscal Year 2022 Budget

- Resolution Approving an Amendment to Resolution No. 13-Z-06 for the Surf Club Property Located at 9011 Collins Avenue to Amend Condition No. 19, of Section IV., Requiring Design and Construction of a Lifeguard Stand and Payment of Operational Costs, and Providing for a One-Time Payment to the Town In Lieu Thereof for 96th Street Park Renovations
- Resolution Directing the Manager to Pursue the Closure of 88th Street East of Collins Avenue to Vehicular Traffic for the Purpose of Providing a Memorial Park and Pedestrian Plaza Honoring the Victims of the Champlain Towers South Collapse
- Resolution Approving Budget Amendment No. 3 for Fiscal Year 2022 Budget
- Resolution Urging the Florida Legislature to Oppose Senate Bill 280, Which Would Allow Individuals and Entities to Delay Enactment of Local Ordinances by Filing Lawsuits that Allege an Ordinance is Arbitrary or Unreasonable
- Resolution Reaffirming Town’s Commitment to Condemn Anti-Semitic, Hateful And Hurtful Messages And Behavior, Including Reaffirmation of the Provisions of Section 54-2 of Town’s Code, “Consideration Of Anti-Semitism And Hate Crimes In Enforcing Laws” and Supporting an Amendment to Section 54-2 to Broaden the Definition of Anti-Semitism as Outlined Herein
- Ordinance Amending the Town Code of Ordinances by Amending Section 90-57. - “Marine Structures”, to Provide for Regulations for Construction of Docks, Piers and Moorings on Waterfront Lots;
- Ordinance Implementing “Accelerate, Don’t Wait”, Approach for 30-year Recertification of Threshold Buildings
- Ordinance Amending Section 90-2. “Definitions”, to Delete the Definition for “Gross Acre” and to Revise Definitions for “Height,” “Lot Area,” And “Lot Coverage”
- Ordinance Creating Article V – “Construction Sites”, Consisting of Section 14-104 “Securing of Construction Sites, Safety, and Other Requirements”, of Chapter 14 - “Buildings and Building Regulations”
- Ordinance Amending Section 54-2. - “Consideration of Anti-Semitism and Hate Crimes In Enforcing Laws”, to Strengthen and Amend the Definition and

Examples of Anti-Semitism, Including Examples of Anti-Semitism Related to Israel

- Resolution Expressing Opposition to Proposed Florida Senate Bill 1024 and House Bill 741, “Net Metering,” Revising Legislative Findings Relating to Redesign of Net Metering to Avoid Cross-Subsidization of Electric Service Costs Between Classes of Ratepayers
- Resolution Urging the Court to Consider Disbursing a Portion of Funds Already Collected to Living Former Residents of The Champlain Towers South and to Consider Disbursing New Funds to Victims as Collected
- Resolution Approving Budget Amendment No. 4 for the Fiscal Year 2022 Budget
- Resolution Authorizing Additional Expenditure of Funds to Special Counsel, Leech Tishman Fuscaldo & Lampl, for Legal Fees and Costs, in Connection with the Appeal of the Federal Aviation Administration’s (FAA’s) South Central Florida Metroplex Project
- Resolution Approving Purchase of Laserfiche Cloud Hosting Services from MCCI, LLC to Make Public Records Readily Accessible Through the Cloud
- Resolution Certifying and Declaring Results of the Surfside General and Special Municipal Elections Held On March 15, 2022 for Election of Mayor and Four (4) Town Commissioners and Five Referendum/Ballot Questions
- Resolution Selecting and Approving the Quote from CDW Government, LLLC for the Purchase of Thirty-Seven (37) Fully-Integrated Police Mobile Laptop Computers In an Amount Not to Exceed \$113,309.17
- Ordinance Amending Section 90-47. - “Yards, Generally Allowable Projections”, Specifically Sub-Section 90-47.1 to Restrict Projections for Certain Architectural Elements and to Prohibit Combining Allowed Encroachments
- Resolution Approving Purchase and Installation of Video Surveillance and Recording Camera System Equipment for Town Hall from Streamline Voice & Data Inc.
- Resolution Amending Resolution No. 2021-2827 to Revise the Fiscal Year 2022 Police Forfeiture Fund Expenditures
- Resolution Amending Resolution No. 2021-2827 to Revise the Fiscal Year 2022 Police Forfeiture Fund Expenditures

- Resolution Approving the Fifth Amendment to the Agreement with Limousines of South Florida, Inc. for Municipal Bus Services
- Resolution Adopting Proclamation Honoring the Importance of Trees for Surfside's Community Environment and Encouraging the Planting of Trees; Proclaiming April 29, 2022, in Surfside As "Arbor Day"
- Resolution Approving an Appeal of Application of Zoning In Progress to Rooftop Amenities; Approving a Site Plan Application to Permit the Development of Property Located at 9165 Collins Avenue, Surfside, Florida, for a Multifamily Residential Development Consisting of 14 Dwelling Units and 32 Parking Spaces Subject to Conditions
- Resolution Approving a First Amendment to Employment Agreement between Town of Surfside and Town Manager, Andrew Hyatt; First Amendment to Employment Agreement
- Resolution Approving a First Amendment to Professional Services Agreement with HPF Associates, Inc. for Project Management Support Services for Phase II of the Undergrounding of Utilities Project; First Amendment to Professional Services Agreement
- Resolution Approving Budget Amendment No. 5 for the Fiscal Year 2022 Budget
- Resolution Approving a Project Agreement with KCI Technologies, Inc. for Undergrounding of Utilities - Phase II Pursuant to the Continuing Services Agreement for Professional Engineering Services
- Resolution Abolishing the Downtown Vision Advisory Committee; Establishing a Downtown Visioning Taskforce; Adopting a Charter and Organizational Structure for the Taskforce
- Resolution Approving Amendment No. 5 to the Memorandum of Understanding Between the Town of Surfside, City of Miami Beach, North Bay Village, Town of Bay Harbor Islands, Bal Harbour Village, and Miami Beach Chamber Education Foundation, Inc. to Fund a Nurse Enhancement Initiative for School Year 2022/2023 for Ruth K. Broad Bay Harbor K-8 Center
- Resolution Abolishing the Town of Surfside Budget Advisory Committee
- Resolution Approving an Engagement Letter with Marcum LLLP for Financial Auditing Services for Fiscal Year Ending September 30, 2022

- Resolution Approving an Interlocal Agreement Between Miami-Dade County and Co-Permittees Named in the National Pollutant Discharge Elimination System Permit No.FIs000003 for Pollution Identification and Control Services in Municipal Separate Storm Sewer Systems (MS4S)
 - Ordinance Amending the Town Code by Amending Section 90-2. - “Definitions” to Amend the Definition of “Story” and to Create A Definition of “Nonhabitable Understory;” Creating a New Section 90-49.5. – “Nonhabitable Understory” to Regulate Nonhabitable Understories in Low-Rise Residential
 - Contract for Construction – Building Department/First Floor Interior Remodeling
 - RFP Disaster Debris Removal and Agreement
 - Contract with Badger Meter for Water Encoder Meters
 - Agreement with AA Musicians LLC for Jazz Events
 - Resolution and Contract of Construction for Town Hall first floor renovations
 - Resolution and Title VI Program Plan for the Town Regarding Town’s Transit Services Funding
 - Resolution Adopting the Town’s Fund Balance Policy
 - Resolution Approving Binding Costs Estimates with Florida Power & Light Company and Underground Facilities Conversion Agreements for undergrounding electric facilities conversion
 - Resolution and Agreement with GRM Information Management for document storage, handling, scanning and digitization services for the Building Department
 - Resolution and Revised Surfside Social Media Policy
 - Resolution Authorizing Award and Agreement for Engineering Services to Kimley-Horn & Associates for Engineering Services Related to the CDBG-MIT Town-wide Drainage Improvements and Flood Hazard Mitigation Plan
 - Resolution Authorizing Award and Agreement for Disaster Debris Monitoring Services to Whitt O’Brien per RFP No. 2022-01
 - Resolution and Second Amendment to Limited Revocable License Agreement with Wavey Acai Bowls LLC for Surfside’s Farmer’s Market
 - Resolution Approving Budget Amendment No. 6 for FY 2022 Budget
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- Ordinance Amending Section 54-78 of Town Code “Prohibited Noises” relating to Permitted Hours of Operation for Personal and Resident Landscaping Equipment
 - Ordinance Amending Section 90-57 of the Town Code “Marine Structures” to Amend Regulations for Construction of Docks, Piers and Moorings on Waterfront Lots to Modify Allowable Dock Projections into Waterways
 - Ordinance Amending Section 90-47 of the Town Code “Yards, Generally Allowable Projections” to Clarify Allowances for Projections into Required Setbacks
 - Resolution Commemorating and Humoring Victims, Family and Friends, First Responders and Search and Rescue Teams to the Champlain Towers South Collapse, and Declaring June 24th “Surfside Champlain Towers South Remembrance Day”
 - Resolution in Support of the Establishment of a New High School to Service Surfside and Neighboring Communities
 - Resolution Approving a Memorandum of Understanding between Surfside, Bal Harbour, and Bay Harbor Islands, to Fund a School Resource Officer School Year 2022/2023 for Ruth K. Broad Bay Harbor K-8 Center
 - Resolution and Agreement Awarded to DRC Emergency Services, LLC for Disaster Debris Removal Services Pursuant to RFP No. 2022-03
 - Resolution Approving and Accepting a Matching Grant from the Florida Department of Environmental Protection for the Surfside Collins Avenue Water Main Replacement Design Phase Project
 - Resolution and First Amendment to the Agreement with SFM Services, Inc. for Comprehensive Landscape Maintenance and Related Services
 - Resolution Ratifying an Amendment to the Off-Street Variable Parking Rates and Time Limitation Schedule for Municipal Parking Lots
 - Ordinance Amending Section 90-2 “Definitions” to Revise the Definition for “Lot Coverage” and Section 90-49 “Lot Standards” to Increase the Maximum Lot Coverage Allowed for Single-Story Homes that Do Not Exceed 22 Feet in Height to 50%
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- Ordinance Amending Section 54-78(15) “Prohibited Noises,” and Section 66-7 “Disposal of Grass Cuttings and Hedge Trimmings” to Allow Operation of Landscaping Equipment and Other Noise-Producing Mechanical Devices During Permitted Hours
- Ordinance Amending Sections 90-90 and 90-95 of Article VIII, “Landscape Requirements” of Chapter 90 of the Town Code, to Increase Florida Friendly Landscaping in the Previous Areas of Single Family and Duplex Dwellings
- Ordinance Amending Section 90-67.3 Relating to the Location and Requirements for Ground-Level Mechanical Equipment and Creating Section 90-67.3 Relating to the Location and Requirements for Rooftop Mechanical Equipment, on Properties in the Single-Family H30A and H30B Zoning Districts
- Resolution Relating to Preliminary Solid Waste Assessments, Including Collection, Disposal and Recycling of Residential Solid Waste
- Resolution Approving and Adopting an Increase in Commercial Solid Waste Rates
- Resolution Authorizing Expenditure of Funds to K.C.E. Structural Engineers, P.C., for the Champlain Towers South Collapse Continued Engineering Analysis and Destructive Testing Investigation
- Resolution and Project Agreement with the Corradino Group for the Townwide Traffic Study
- Resolution Approving Budget Amendment No. 7 for FY 2022 Budget
- Resolution Approval and Project Agreement with Nova Consulting, Inc. for Collins Avenue Water Main Design Phase Project Contingent Fiscal Year 2023 Budget Approval
- Resolution Approval and Piggyback Agreement For Stand-By Disaster Cost Recover Services Competitively Awarded Pursuant to MDC RFP No. 01488
- Resolution Approving Employee Health Benefits Contract Renewal for FY 2023
- Resolution Approving Budget Amendment No. 8 for FY 2022
- Resolution Amending Resolution 2022- 2896 Approving a Revised Memorandum of Understanding between Surfside, Bal Harbour, and Bay Harbor Islands to Supplement the Cost of a Second School Resource Officer at Ruth K.

Broad K-8 Center School; Authorizing the Expenditure of Funds in the Amount of Approximately \$21,007.33

- Ordinance Amending Beach Furniture Ordinance
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Litigation:

New or supplemental information is provided for the following cases:

Beach House Hotel, LLC vs. Town of Surfside, Case No. 2020-025405-CA-06 in the Circuit Court 11th Judicial Circuit, Miami-Dade County, Florida. On December 7, 2020, the Town was served with a Complaint for Declaratory Relief, Preliminary and Permanent Injunction in connection with the Town's Beach Furniture Ordinance. On December 23, 2020, the Town filed a Motion for Extension of Time to Respond to the Complaint for 30 days. An Executive Session pursuant to Section 286.011(8), F.S., was held with the Town Commission on January 22, 2021. The Town filed its Answer and Affirmative Defenses on February 4, 2021. On May 4, 2021, the Plaintiff filed its initial discovery requests, including "First Set of Interrogatories to Defendant" and "First Request for Production of Documents to Defendant", both due within 30 days of the filing. The Town responded to the Interrogatories and Request for Documents. The Town and the Plaintiff have engaged in written discovery, which is mostly complete. On May 16, 2022, the Town Commission held an executive session per FS 286.011(8) to discuss the pending litigation and possible settlement. The Town anticipates seeking summary judgment against the claims in the event that the matter cannot be settled. Following the executive session, the Town Commission has discussed potential changes to the beach furniture ordinance and directed the preparation of an ordinance amending the beach furniture regulations, which, if adopted, may resolve the dispute consistent with the Town's vision for beach furniture regulation.

Solimar Condominium Association, Inc. v. Town of Surfside, Case No. 2019-025481-CA-01 in the Circuit Court 11th Judicial Circuit, Miami-Dade County, Florida. On September 18, 2019, the Town was served with a Complaint for Declaratory Judgment, Injunctive Relief, and Restitution in connection with the Town's implementation of its 1998 stormwater fee ordinance. The plaintiff contends that the method of calculating stormwater fees is not fair to condominium unit owners, who are charged 1.0 equivalent residential units ("ERU"), the same as a single family home. The Town moved for dismissal of the Complaint on March 12, 2020, which was denied. The Town then moved for summary judgment on October 27, 2020, which remains pending. The summary judgment motion was delayed due to the COVID pandemic, court availability for a hearing, and the plaintiff's desire to conduct expert witness discovery. The Town engaged its own expert witness to rebut the opinions of the plaintiff's expert. Expert discovery is completed. Mediation of the dispute occurred on December 6, 2021 with Retired Judge Joseph Farina, but with no result. An Executive Session with the Town Commission occurred on January 6, 2022 as part of the mediation process, but no agreement was reached. No further attempts to resolve the matter have occurred. The parties have stipulated to a set of undisputed facts to permit the action to resolve by summary judgment and agreed to a briefing schedule. On June 16, 2022, Solimar filed its cross motion for summary judgment and responded to the Town's summary judgment motion. On July 5, 2022, the Town responded to Solimar's motion for

summary judgment and replied to Solimar's response to the Town's motion. Solimar replied to the Town's response on July 15, 2022, as provided in the Court's order. The summary judgment motions are now ready for hearing, pending the Court's setting of a hearing date. Currently, there is a trial order setting a trial calendar during a three-week period commencing October 3, 2022, if necessary. The summary judgment motions will be heard prior to that date.

Village of Indian Creek, Florida, Town of Surfside, Florida and Charles Burkett, Petitioners, v. Federal Aviation Administration and Stephen M. Dickson, in his official capacity as Administrator, Federal Aviation Administration, Respondents.

On December 14, 2020, Town, together with the Village of Indian Creek, filed a Petition for Review of Agency Order appealing the FAA's Finding of No Significant Impact and Record of Decision in connection with the proposed South-Central Florida Metroplex. The FAA announced that it implemented Phase 2 of the Metroplex project on August 12, 2021. On October 26, 2021, the Town's Special Counsel filed the consolidated Opening Brief. The Opening Brief which, among other matters, contends that aircraft noise jeopardizes public health and welfare and that the FAA is not accurately evaluating aircraft noise or its impact to persons on the ground; that the South-Central Florida Metroplex Project is in violation of the National Environmental Policy Act; and that as such the FAA is violating the constitutional rights of the citizens of the affected communities. On February 9, 2022, the FAA filed its response brief to the Town's consolidated Opening Brief. The FAA argues in its response that the FAA satisfied all the requirements of law in adopting the Metroplex, and other procedural/standing arguments against petitioners' claims. The Town's Reply Brief was filed on March 9, 2022. Oral arguments before the 11th Circuit Court occurred in Miami on June 6, 2022, at which hearing the Town's Special Counsel, Steve Taber, was present as well as our office. We await a decision by the 11th Circuit Court on this matter.

Shannon Gallagher, Petitioner, vs. The Town Of Surfside and 9165 Surfside LLC, Respondents;

Case No. 2022-000028-AP-01 in the Circuit Court 11th Judicial Circuit, Miami-Dade County, Florida. A Petition for Certiorari was filed on May 20, 2022 by Shannon Gallagher alleging failure to comply with provisions of Surfside's Zoning Ordinance and Town Charter and asking certiorari review of a quasi-judicial order by the Town Commission approving plans submitted by the Applicant, Fort Point Capital, to construct a 14-unit building at 9165 Collins Avenue (Hillcrest). Gallagher moved to amend the Petition on June 10, 2022, refiled on June 15, 2022. On June 27, 2022, the Town filed its Response in Opposition to Gallagher's Motion for Leave to File an Amended Petition and Appendix. We are awaiting the Court's decision on the amended Petition and the Town's Response in opposition thereto.

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

Special Matters: Continued monitoring of new case law and legislation from Federal, State and County, and analysis and implementation of legislation adopted in the last

Florida Legislative Session. Matters which we will continue to work on and anticipate in the upcoming months include: continued efforts to inspect the CTS Site and Off-Site Facilities for investigations as to the cause of the collapse in connection with the CTS Building Collapse; continued work on the settlement and ancillary issues in the CTS litigation matter *In re: Champlain Towers South Collapse Litigation*, Case No. 2021-015089-CA-01; public records requests and ethics inquiries and opinions; implementation of various policy directives from the Mayor and Town Commissioners; implementation and procurement of professional services and contracts for beach furniture at the Community Center, new tennis center, resident gym and rooftop pickle ball court, and tot lot upgrades; appeal of FAA South-Central Florida Metroplex Finding of No Significant Impact and Record of Decision; continued review and monitoring of all Development Orders and approvals; police matters and mutual aid agreements; implementation of agreements resulting from Abbott Avenue Drainage project, shuttle and transportation; various procurements and service or provider agreements for Town improvements, facilities and programs, implementation of undergrounding of utilities and engagement of consultants to implement the utilities undergrounding project; continued assistance with and negotiations with AFSCME Florida Council 79 Union for Town civilian employees; implementation of construction contract for 96th Street Park; implementation of procurement and construction phase for Abbott Avenue Drainage Improvements; contract for construction for the Town Hall first floor remodeling project; implementation of undergrounding of utilities project, including approval of FPL electrical conversion agreements; upcoming Charter review, beach furniture legislation; flag/banner policy; and review and implementation of new legislation (SB 4D) affecting Condominiums.
