

RESOLUTION NO. 17-2431

A RESOLUTION OF THE TOWN OF SURFSIDE, FLORIDA AUTHORIZING THE TOWN MANAGER TO EXECUTE AN AGREEMENT FOR THE RETENTION OF COMMUNITY RATING SYSTEM MAX CONSULTANTS (CRS MAX) FOR COMMUNITY RATING SYSTEM CONSULTING SERVICES; AUTHORIZING THE APPROPRIATION AND EXPENDITURE FROM THE 2016/2017 FISCAL YEAR BUDGET NOT TO EXCEED \$11,000 FROM THE GENERAL FUND ACCOUNT NO. 001-7900-590-3110; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Community Rating System (CRS) allows for communities to meet and exceed minimum criteria of the National Flood Insurance Program (NFIP) to be eligible for discounts of their flood insurance premiums; and

WHEREAS, any community can apply for rating under the CRS program and if rated are eligible for discounts on their flood insurance premiums; and

WHEREAS, Community Rating System Max Consultants (CRS Max) provide services to guide municipalities to achieve the highest possible score for the community by developing effective hazard mitigation programs including but not limited to developing floodplain management plans, public outreach projects and grant applications; and

WHEREAS, after conducting a good faith review of available sources and the experience and success of CRS MAX, the Town Manager has recommended, pursuant to Section 3-12(2) of the Town Code, to continue to retain CRS MAX for professional services described in the Agreement for CRS Program Application Services attached as Attachment "A" ("Agreement"); and

WHEREAS, it is in the best interest of the Town to authorize the expenditure of funds not to exceed the amount of \$11,000.00 from the Fiscal Year 2016/2017 General Fund Account No. 001-7900-590-3110 for the CRS Continuing Consulting Services as requested by the Town to review the current CRS program, provide answers to questions pertaining to the CRS program, assist with annual CRS recertification, interface with ISO/CRS Specialist as required, and assist with efforts to improve the Town's CRS classification.

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

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

Section 2. Authorization to Execute and Implement Agreement. The Town Commission hereby authorizes the Town Manager to execute the Agreement on behalf of the Town, to execute and implement the terms and conditions of the Agreement (Attachment "A") for CRS Continuing Consulting Services as requested by the Town to review the current CRS program, provide answers to questions pertaining to the CRS program, assist with annual CRS recertification, interface with ISO/CRS Specialist as required, and assist with efforts to improve the Town's CRS classification.

Section 3. Authorization to Expend Funds. The Town Manager is authorized to expend funds from the FY 2016/2017 Budget of no more than \$11,000 from the Fiscal Year 2016/2017 General Fund Account No. 001-7900-590-3110 to implement the terms and conditions of the Agreement.

Section 4. Effective Date. That this Resolution shall be effective immediately upon adoption.

PASSED AND ADOPTED this 9th day of May, 2017.

Motion by Commissioner Karukin,

Second by Vice Mayor Cohen.

FINAL VOTE ON ADOPTION

Commissioner Daniel Gielchinsky	<u>yes</u>
Commissioner Michael Karukin	<u>yes</u>
Commissioner Tina Paul	<u>yes</u>
Vice Mayor Barry Cohen	<u>yes</u>
Mayor Daniel Dietch	<u>yes</u>

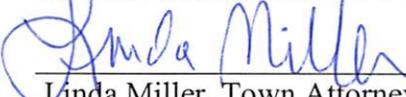


Daniel Dietch, Mayor

ATTEST: 

Sandra Novoa, MMC, Town Clerk

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



Linda Miller, Town Attorney

COMMUNITY RATING SYSTEM (CRS)
CONTINUING CONSULTANT SERVICES

This is an Agreement made on _____ 2017, between **THE TOWN OF SURFSIDE**, a political subdivision of the State of Florida, hereinafter referred to as TOWN, and **CRS MAX CONSULTANTS, INC.**, hereinafter referred to as CONSULTANT:

WITNESSETH, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, TOWN and CONSULTANT agree as follows:

ARTICLE 1

SCOPE OF SERVICES

TOWN intends to utilize CONSULTANT for Community Rating System Continuing Services when duly authorized by TOWN, through this Agreement.

1.1 CRS CONTINUING CONSULTANT SERVICES

The following services shall be included in CRS Continuing Consulting Services as requested by the TOWN:

- a. Review current CRS program
- b. Provide answers to questions pertaining to the CRS program
- c. Assist with annual CRS recertification
- d. Interface with ISO/CRS Specialist as required
- e. Assist with efforts to improve TOWN's CRS classification

1.2 CONSULTANT'S AND TOWN'S RESPONSIBILITIES

CONSULTANT shall have responsibility for:

- a. Advising the TOWN of CRS-related responsibilities
- b. Notifying the TOWN of scheduling deadlines in time to meet scheduling requirements
- c. Reviewing the TOWN's documentation and advising TOWN staff of any required or recommended documentation improvements
- d. Answering CRS-related questions TOWN may have and providing consultation whenever requested
- e. Identifying all CRS requirements for recertifications and working together with staff to complete and submit recertification package

TOWN is responsible to process and maintain all elevation certificates in accordance with State and NFIP requirements. CONSULTANT is not responsible for the CRS score of the County's floodplain management plan, which the TOWN may choose to adopt. TOWN is ultimately responsible for implementation of the TOWN's CRS program

ARTICLE 2

2.1 NOTICE OF MEETING

CONSULTANT anticipates providing all services from its offices in Coconut Creek, Florida. However if onsite visit is requested by TOWN and deemed by CONSULTANT to be advisable, CONSULTANT will visit TOWN. In such a case, CONSULTANT agrees to meet with TOWN at reasonable times and with reasonable notices.

2.2 TERM OF AGREEMENT

This Agreement shall remain in effect twelve months from the date of complete execution of this agreement by both parties.

2.3 COMMENCEMENT OF WORK AND TIME TO COMPLETE

The Agreement shall take effect upon execution by both parties. The authorized work as described in the Agreement will commence immediately upon receipt of notice to proceed issued by the TOWN.

2.4 OWNER FURNISHED SERVICES

It is understood and agreed that TOWN will furnish:

- a. The reasonable services of its officials and staff to assist CONSULTANT in obtaining background information to perform its duties.
- b. To assist CONSULTANT in proper and timely performance of its duties, reasonable access to existing records of TOWN, where available, including, but not limited to, previous reports.
- c. To grant to CONSULTANT access to TOWN records of Repetitive Loss Properties and Insurance Services Office/Community Rating System (ISO/CRS) Specialist.
- d. TOWN shall give prompt written notice to CONSULTANT whenever TOWN observes or otherwise becomes aware of any development which affects the scope or timing of CONSULTANT's services or any defect in the work of the CONSULTANT.

ARTICLE 3

COMPENSATION AND METHOD OF PAYMENT

3.1 COMPENSATION

The TOWN agrees to pay CONSULTANT as compensation for its services provided under the terms of this Agreement amounts calculated in accordance with the following schedule:

Basic Continuing Consultant Services \$6,000.00

- 3.1.1 There will not be any fees charged to TOWN by CONSULTANT for travel, per diem, or subsistence expenses, or travel time, unless specifically authorized in writing in advance by TOWN.
- 3.1.2 All required copies of documents will be furnished to TOWN at no additional cost.
- 3.1.3 CONSULTANT will work diligently to improve the CRS class rating of TOWN. As an incentive to be successful in its efforts, a bonus of \$5,000 will be invoiced for every class rating improvement achieved.

3.2 METHOD OF BILLING AND PAYMENT

- 3.2.1 Payment shall be due within 30 days after date of invoice, provided the invoice is accepted for payment. Payment shall be made only for approved invoices. The TOWN retains the right to delay or withhold payment for services, which have not been accepted by the TOWN.
- 3.2.2 Invoice shall be submitted by CONSULTANT following contract execution by the TOWN and CONSULTANT.
- 3.2.3 Invoice for bonus shall be submitted as follows:

Receipt of ISO/CRS Specialist recommendation for class modification	\$2,500.00
Receipt of NFIP advisement of class modification	\$2,500.00

ARTICLE 4

MISCELLANEOUS PROVISIONS

4.1 BOOKS OF ACCOUNT

CONSULTANT will maintain books and accounts of all expenses charged to TOWN. Said books shall be available at all reasonable times for examination by TOWN or authorized agent at the corporate office of CONSULTANT.

4.2 INSURANCE

CONSULTANT will maintain insurance in accordance with state requirements. Copies of said insurance policy will be supplied to TOWN by insurance carrier or by CONSULTANT as requested. TOWN shall be notified in writing of any changes in insurance coverage 10 days in advance of any change. TOWN shall be named an

Additional Insured on the Certificate of Insurance except for the Professional Liability Insurance Policy.

4.3 DOCUMENTS

CONSULTANT will furnish TOWN the agreed upon copies of all reports, records and documents prepared for TOWN. All documents furnished by CONSULTANT pursuant to this Agreement are instruments of CONSULTANT's services in respect to the assigned projects. However, it is expressly understood that the TOWN shall have title to all documents submitted to TOWN under this Agreement.

4.4 TERMINATION OR ABANDONMENT

Either party may terminate this agreement without cause upon giving thirty (30) days written notice. CONSULTANT will be paid for all work performed prior to termination.

4.5 SUCCESSORS AND ASSIGNS

All of the terms, conditions and provisions hereof shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns provided, however, that no assignment of the Agreement shall be made without written consent of the parties to the Agreement.

4.6 CONFLICT OF INTEREST

CONSULTANT agrees not to accept employment during the time this Agreement is in effect from any builder, land developer, utility company, or others which might be construed as a conflict of interest with CONSULTANT's work for the TOWN. The CONSULTANT shall conscientiously avoid a conflict of interest with regard to work for TOWN, but when unavoidable, the CONSULTANT shall forthrightly take the following action:

- a. Disclose in writing to TOWN the full circumstances of possible conflict of interest; and
- b. Assure in writing that the conflict will in no manner influence his judgment or the quality of his services to TOWN; and

The CONSULTANT shall promptly inform TOWN of any business association, interest or circumstances, which may be influencing his judgment or the quality of his services to TOWN.

The CONSULTANT shall not solicit or accept financial or other valuable considerations from material or equipment suppliers for specifying their products.

The CONSULTANT shall not solicit or accept gratuities directly or indirectly, from contractors, their agents or other parties dealing with TOWN in connection with work for which it is responsible.

4.7 NOTICES

Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

FOR TOWN

Guillermo Olmedillo, Town Manager
Town of Surfside
9293 Harding Avenue
Surfside, FL 33154

FOR CONSULTANT

Cathy King, President
CRS Max Consultants, Inc.
3331 NW 71st Street
Coconut Creek, Florida 33073

4.8 ALL PRIOR AGREEMENTS SUPERSEDED

This document incorporates and includes all prior negotiations, correspondence, agreements or understandings between the parties applicable to the matters contained herein. The parties agree there are not commitments, agreements or understanding between the parties concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree no deviation from the terms shall be predicated upon any prior representations or agreements between the parties, whether oral or written.

4.9 OBSERVANCE OF LAWS

The CONSULTANT shall keep fully informed of all federal and state laws, all local laws, ordinances and regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which, in any manner, affect work authorized under the terms of this Agreement. The CONSULTANT shall at all times observe and comply with all such laws and regulations.

4.10 TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Agreement by CONSULTANT shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which TOWN determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit's costs.

4.11 PROHIBITION AGAINST CONTINGENT FEES

CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award of making of this Agreement. For the breach or violation of this provision, TOWN shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

ARTICLE 5

EQUAL OPPORTUNITY EMPLOYMENT

CONSULTANT agrees not to discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, handicapped status or national origin. CONSULTANT will comply with Section 3-1.1 "Non-discrimination contract requirements; waiver" of the Town of Surfside Code. By entering into this Agreement with the Town, CONSULTANT represents and affirms that CONSULTANT is not currently engaged in, and will not engage in, a boycott as defined in Section 3-1.1 of the Town of Surfside Code of Ordinances

IN WITNESS WHEREOF, the parties have signed this agreement as of the day and year first above written.

TOWN OF SURFSIDE

By: _____
Guillermo Olmedillo, Town Manager

Date: _____

CRS MAX CONSULTANTS, INC.

By: _____
Cathy L. King, President

Date: _____

ATTEST:

Sandra Novoa, MMC, Town Clerk

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

Linda Miller, Town Attorney