

RESOLUTION NO. 2023- 3228

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING A SECOND AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH IN ALIGNMENT CONSULTING, LLC FOR GRANT ADMINISTRATION AND CONSULTING SERVICES; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE SECOND AMENDMENT; AUTHORIZING THE EXPENDITURE OF FUNDS FOR FISCAL YEAR 2023/2024; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on March 24, 2021, the Town of Surfside (the "Town") entered into a Professional Services Agreement (the "Agreement") with In Alignment Consulting, LLC (the "Consultant") for grant administration and consulting services (the "Services"), for a one-year term with the option to renew for up to four (4) additional one (1) year terms; and

WHEREAS, on March 20, 2023, the Town entered into a First Amendment to the Agreement, providing for a second renewal term and an additional and revised scope of services; and

WHEREAS, the Town desires to renew the Agreement for an additional one (1) year third term, in an amount not to exceed \$75,000 for Fiscal Year 2023/2024; and

WHEREAS, the Town Commission desires to authorize the Town Manager to enter into a Second Amendment to the Agreement (the "Second Amendment"), in substantially the form attached hereto as Exhibit "A," to provide for renewal of the term and fees in an amount not to exceed \$75,000 for Fiscal Year 2023/2024; and

WHEREAS, the Town Commission finds that the Second Amendment is in the best interest and welfare of the Town and wishes to approve the same in substantially the form attached hereto as Exhibit "A."

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

Section 1. Recitals. That the above and foregoing recitals are true and correct and are hereby incorporated by reference.

Section 2. Approval; Authorization to Expend Funds. The Second Amendment between the Town and Consultant, in substantially in the form attached hereto as Exhibit "A", is hereby approved. The Town Commission authorizes the Town Manager to execute the Second Amendment, together with such non-substantive changes as may be approved by the Town Manager and Town Attorney for legal sufficiency, and expend funds in an amount not to exceed \$75,000 for Fiscal Year 2023/2024,

Section 3. Implementation. The Town Manager and/or designee are authorized to take any and all action necessary to implement the purposes of this Resolution and the Second Amendment.

Section 4. Effective Date. This Resolution will become effective upon adoption.

PASSED AND ADOPTED on this 14th day of November, 2023.

Motion By: Commissioner Landsman

Second By: Vice Mayor Rose

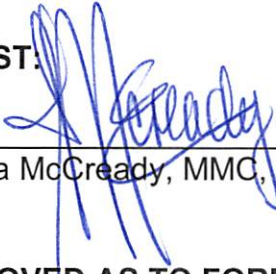
FINAL VOTE ON ADOPTION:

Commissioner Fred Landsman	<u>Yes</u>
Commissioner Marianne Meisheid	<u>Absent</u>
Commissioner Nelly Velasquez	<u>Yes</u>
Vice Mayor Jeffrey Rose	<u>Yes</u>
Mayor Shlomo Danzinger	<u>Yes</u>

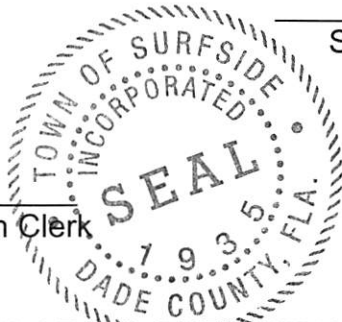


Shlomo Danzinger, Mayor

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

SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN
TOWN OF SURFSIDE
AND
IN ALIGNMENT CONSULTING, LLC

FOR

THE PROVISION OF GRANTS PRE-AWARD AND POST-AWARD CONSULTING SERVICES FOR THE SCOPE OF SERVICES RELATED TO GRANT FUNDING NEEDS ANALYSIS, RESEARCH, WRITING, AND ADMINISTRATION

THIS SECOND AMENDMENT TO THE AGREEMENT ("Second Amendment") is entered into as of this 1st day April, 2023, by and between the **TOWN OF SURFSIDE, FLORIDA**, a Florida municipal corporation (the "Town"), and **IN ALIGNMENT CONSULTING, LLC**, a Florida limited liability company (the "Consultant").

WHEREAS, on March 24, 2021, the Town entered into a Professional Services Agreement (the "Agreement") with the "Consultant for grant administration and consulting services (the "Services"), for a one-year term with the option to renew for up to four (4) additional one (1) year terms; and

WHEREAS, on March 20, 2023, the Town entered into a First Amendment to the Agreement for a second renewal year of the term, and to provide for additional and revised scope of services; and

WHEREAS, the Town wishes to enter into a Second Amendment to the Agreement to renew the term for a third year period, at a cost not to exceed \$75,000 for Fiscal Year 2023/2024, as set forth herein; and

NOW, THEREFORE, for and in consideration of the mutual promises set forth herein, the parties do hereby agree as follows:¹

1. **Recitals Adopted.** The above recitals are true and correct and are incorporated herein by this reference. All initially capitalized terms used but not otherwise defined herein shall have the meaning ascribed thereto in the Agreement.
2. **Term of the Agreement.** The Agreement is renewed for an additional third year term, commencing effective April 1, 2023 through March 31, 2024.
3. **Compensation.** Section 4, "Fee," of the Agreement is hereby amended as follows:

4.1 AMOUNT OF PAYMENT

¹ Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words.

* * *

Notwithstanding the foregoing, Fees in Fiscal Year 2023/2024 commencing on the Effective Date of this Second Amendment, shall not exceed \$75,000, with each authorization to expend per task or monthly issued by Town Purchasing Order.

4. **Conflict; Amendment Prevails.** In the event of any conflict or ambiguity between the terms and provisions of this Second Amendment and the terms and provisions of the Agreement and First Amendment, the terms and provisions of this Second Amendment shall control.
5. **Agreement Ratified.** Except as otherwise specifically set forth or modified herein, all terms and conditions in the Agreement are hereby ratified and affirmed and shall remain unmodified and in full force and effect in accordance with its terms.

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

IN WITNESS WHEREOF, the parties have executed this Second Amendment as of the date first set forth above.

TOWN:

TOWN OF SURFSIDE, a Florida municipal corporation

By: _____
Hector Gomez, Acting Town Manager

Date Executed: _____

Attest:

Sandra McCready, MMC
Town Clerk

Approved as to Legal Form and
Legal Sufficiency:

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

IN WITNESS WHEREOF, the parties have executed this Second Amendment as of the date first set forth above.

CONSULTANT:

Witnesses:

IN ALIGNMENT CONSULTING LLC, a Florida limited liability company

By: _____

Print Name: _____

Name: _____

Title: _____

Date Executed: _____

Print Name: _____