

RESOLUTION NO. 2025-3376

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING THE PROFESSIONAL SERVICES AGREEMENT OF IN ALIGNMENT CONSULTING, LLC AS A GRANT SERVICES CONSULTANT PURSUANT TO THE AGREEMENT ATTACHED HERETO AS EXHIBIT "A"; AND PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside (Town") seeks to retain a consultant to provide grants services and project support administration, with the intent to secure and manage grants and provide comprehensive project support administration services to the Town ("Consulting Services");

WHEREAS, In Alignment Consulting, LLC has provided a proposed agreement attached hereto as Exhibit "A" to provide such consulting services at hourly rates varying according to task but not exceed \$48,000.00 in any one Fiscal Year ("Consulting Services Agreement");

WHEREAS, the Town now wishes to authorize the Town Manager to purchase the consulting services, and enter into the Consulting Services Agreement attached hereto as Exhibit "A"; and

WHEREAS, the Town Commission finds that the purchase of the Consulting Services Agreement is in the best interest and welfare of the Town.

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

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

Section 2. Approval of Consulting Services Agreement. The Consulting Services Agreement between In Alignment Consulting, LLC and the Town attached hereto

as Exhibit "A " is hereby approved as of the Effective Date.

Section 3. Implementation of Agreement. The Town Manager is hereby authorized to take any and all necessary or further action to execute and implement said Consulting Services Agreement.

Section 5. Effective Date. This Resolution and Consulting Services Agreement shall be effective immediately upon adoption and as of the Effective Date.

PASSED AND ADOPTED on this 11th day of February, 2025.

Motion By: Commissioner Velasquez

Second By: Vice Mayor Paul

FINAL VOTE ON ADOPTION:

Commissioner Ruben A. Coto	<u>Yes</u>
Commissioner Nelly Velasquez	<u>Yes</u>
Commissioner Gerardo Vildostegui	<u>Yes</u>
Vice Mayor Tina Paul	<u>Yes</u>
Mayor Charles W. Burkett	<u>Yes</u>

Attest:




Sandra N. McCready, MMC
Town Clerk



Charles W. Burkett, Mayor

Approved as to Form and Legal Sufficiency:



Thais Hernandez, Town Attorney



**PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE TOWN OF SURFSIDE, FLORIDA
AND
IN ALIGNMENT CONSULTING, LLC**

**FOR
THE PROVISION OF GRANTS PRE-AWARD AND POST-AWARD GRANT
SERVICES AND PROJECT SUPPORT ADMINISTRATION**

This Professional Services Agreement ("Agreement") is entered into this __ day of **February, 2025**, between **TOWN OF SURFSIDE, FLORIDA**, a municipal corporation organized and existing under the laws of the State of Florida, having its principal offices at 9293 Harding Avenue, Surfside, Florida, 33154 ("Town"), and **IN ALIGNMENT CONSULTING, LLC**, a **LIMITED LIABILITY CORPORATION**, whose address is 442 NW 10 AVE, Homestead, Florida, 33030 (Consultant).

RECITALS

WHEREAS, based on the Consultant's experience and proven track record in successfully securing and managing grants for municipalities in Miami-Dade County, Florida, as well as the Consultant's ability to provide comprehensive project support administration services, the Town desires to contract with the Consultant to provide the Scope of Services detailed in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings of Consultant and the Town, and other good and valuable considerations, the Parties covenant and agree as follows:

**SECTION 1
DEFINITIONS**

Agreement:	This Agreement between the Town and Consultant, including any exhibits and amendments thereto.
Town Manager:	The chief administrative officer of the Town.
Consultant:	For the purposes of this Agreement, Consultant shall be deemed to be an independent contractor, and not an agent or employee of the Town.
Services:	All services, work and actions by the Consultant performed or undertaken pursuant to the Agreement.
Fee:	Amount paid to the Consultant as compensation for Services.

SECTION 2

SCOPE OF SERVICES

2.1 The purpose of this Agreement is to provide professional services to all Town departments. In consideration of the Fee to be paid to Consultant by the Town, Consultant shall provide the scope of services described in Exhibit “A” hereto (“Scope of Services”).

2.2 The Consultant shall provide professional services as outlined in this Agreement. While specific tasks and deliverables will be defined as needed, the timing and scope of services cannot be predetermined in advance, as they will vary based on the requirements of individual grant funders and/or project support administration needs. The Consultant’s services may include, but are not limited to, identifying and securing grant opportunities, managing grant compliance and reporting, and providing project support administration services unrelated to grant funding, as needed by the Town. The Consultant and the Town will coordinate to ensure that all opportunities—whether grant-related or administrative—are effectively pursued and managed to support the Town’s objectives.

2.3 TOWN RESPONSIBILITIES:

- (i) The Town will provide direction to the Consultant on funding needs for specific projects undertaken by various Town departments, referred to as the “Funding Needs Analysis.”
- (ii) The Town will submit written requests to the Consultant for services, including but not limited to, grant needs analysis, research, grant writing, grant administration, project support administration, and related tasks. The Consultant will perform these services as needed to fulfill the Town’s objectives.
- (iii) The Town will support the Consultant by facilitating and coordinating meeting requests and providing relevant project-specific content necessary for the Consultant to perform assigned tasks effectively.
- (iv) The Town will adhere to all post-award grant compliance requirements, including but not limited to, following grant funder contract obligations, meeting project deliverable deadlines, and ensuring appropriate financial tracking and expense documentation management within the Town’s accounting system.
- (v) The Town department staff will forward to the Consultant grant opportunity leads it becomes aware of that the Town would like the Consultant to review for eligibility and potential grant writing services.
- (vi) Town department staff will provide the Consultant with relevant communications from grant funders that impact post-award grant administration, reporting, and management—so long as the communication pertains to a funder for which the Consultant has been engaged by the Town.
- (vii) The Town will designate a staff contact for each assigned grant task or project support service. This designated staff member will serve as the primary point of contact for the Consultant regarding task reviews, approvals, and billing-related matters.
- (viii) The Town will provide the Consultant with a Town-issued email address (e.g., progrant@townofsurfsidefl.gov) to be used exclusively for all task-related communications. This email will allow the Consultant to maintain records

within the Town's servers and at their discretion. The Town retains ownership of the email account and may deactivate it at any time should the engagement with the Consultant end.

2.4 CONSULTANT RESPONSIBILITIES:

- (i) The Consultant shall exercise the same degree of care, skill, and diligence in the performance of the Scope of Services as is ordinarily provided under similar circumstances. The Town in no way assumes or shares any responsibility or liability of the Consultant under this Agreement. The Consultant is not responsible for any delays, issues, or failures resulting from the Town's actions, inactions, or failure to provide necessary information or approvals in a timely manner.
- (ii) The Consultant will make reasonable efforts to respond to Town communications within three (3) business days. In the event of a grant or project-related emergencies, Town staff should text the Consultant at (954) 860-2699 with details of the request and the required response timeframe. The Consultant will make reasonable efforts to accommodate the urgency of the request but cannot guarantee immediate availability. If the Consultant's contact number changes, the Consultant will notify the Town within one (1) business day.
- (iii) The Consultant will perform grant-related and project support tasks as directed by the Town, making reasonable efforts to meet required deadlines based on the information and approvals provided by the Town. The Consultant does not guarantee the success of any grant application or funding request and is not responsible for delays or noncompliance resulting from the Town's failure to provide necessary information or approvals.
- (iv) The Consultant will research and identify grant opportunities relevant to the Town's needs upon request. However, the Consultant cannot guarantee that all available opportunities will be identified, and the Town is encouraged to conduct its own searches as well.
- (v) The Consultant will assist with grant and/or project support administration, including compliance monitoring and reporting, as long as the Town provides timely and complete information. However, the Consultant is not responsible for any grant or project-related compliance issues resulting from the Town's failure to follow funder or project requirements, provide necessary documentation, or meet deadlines.
- (vi) The Consultant will provide project support administration services as needed, but only to the extent that the Town provides clear direction, relevant documentation, and necessary approvals. The Consultant is not responsible for project delays or outcomes beyond their control.
- (vii) (vii) The Consultant will use the Town-issued email address for task-related communications to facilitate record-keeping within the Town's servers. However, the Consultant is not responsible for the retention, management, or security of Town email records beyond their normal course of use.
- (viii) The Consultant will notify the Town of any known grant-related deadlines, reporting requirements, or compliance matters, but ultimate responsibility for compliance and timely action remains with the Town.
- (ix) The Consultant may attend meetings as requested by the Town to provide updates on grant-related and project support tasks, subject to availability.

- (x) The Consultant will maintain general records of grant applications and project support tasks but is not responsible for archiving, storing, or safeguarding Town documents beyond the Consultant's normal course of business. All records should also be saved by the Town staff when emailed by the Consultant.

SECTION 3

TERM

The term of this Agreement ("Term") shall commence upon execution of this Agreement by all parties hereto, and shall have a period of **365 calendar days**, with an effective starting date of **March 01, 2025**, and an end date of **February 28, 2026** ("the Term").

Notwithstanding the Term provided herein, the Parties agree that time is of the essence and Consultant shall adhere to any specific timelines, schedules, dates, and/or deliverables for completion and delivery of the Services, as same is/are set forth in the timeline and/or schedule referenced in Section 2.2.

Prior to the end of the Agreement Term, the Agreement may be amended and renewed for up to four (4) additional one (1) year terms, not to exceed five (5) years total for the Agreement, at the option and sole discretion of the Town. Renewal is conditional upon the Consultant's satisfactory compliance with the terms of this Agreement as determined by the Town. If the Town decides not to extend the Agreement for one or more additional terms, the Town will notify the Consultant in writing thirty (30) days prior to the expiration of that term.

SECTION 4

FEE

4.1 AMOUNT OF PAYMENT

In consideration of the Services to be provided, Consultant shall be compensated at a billable rate following the mutually negotiated hourly rates as provided below:

Funding Needs Analysis	\$60.00 per hour
Pre-Award Grant Research and Funder Communications	\$50.00 per hour
Grant Application/Presentation Development/Writing	\$75.00 per hour
Grant Documentation Review/Editing	\$50.00 per hour
Grant Post-Award Administration	\$75.00 per hour
Project Support Administration	\$75.00 per hour
In-Person/Online Meetings/Presentations Attendance	\$100.00 per hour

The Town will direct the Consultant to conduct specific tasks in accordance with the fee schedule provided above. Fees in any one Fiscal Year of the Town shall not exceed \$48,000.

4.2 METHOD OF PAYMENT

The Town agrees to pay the Consultant, and the Consultant agrees to accept payment for

services rendered pursuant to this Agreement. The Town may pay the Consultant through check, ACH, or with a credit card.

4.3 INVOICING

Upon completion of monthly approved tasks, Consultant shall submit its monthly invoice(s) to the assigned Town department contact for review, approval and processing. The Town shall pay Consultant in accordance with the Florida Prompt Payment Act.

Upon receipt of an acceptable and approved invoice, payment(s) shall be made within thirty (30) days for the Services.

Invoices shall include a detailed description of the Services provided, and shall be submitted to the Town at the following address:

Mark Blumstein
Acting Town Manager
Town of Surfside
9293 Harding Avenue
Surfside, FL 33154
Telephone: (305) 861-4863, Ext. 225

SECTION 5 **TERMINATION**

5.1 TERMINATION FOR CAUSE

If the Consultant shall fail to fulfill in a timely manner, or otherwise violates, any of the covenants, agreements, or stipulations material to this Agreement, the Town, through its Town Manager, shall thereupon have the right, without prejudice to any other rights or remedies of the Town, to terminate this Agreement for cause. Prior to exercising its option to terminate for cause, the Town shall notify the Consultant of its violation of the particular term(s) of this Agreement, and shall grant Consultant seven (7) calendar days to commence cure of such default. If, after the seven (7) calendar day notice of default, the Consultant does not commence and/or make reasonable progress to cure the default, the Town may terminate this Agreement without further notice to Consultant. Upon termination, the Town shall be fully discharged from any and all liabilities, duties, and terms arising out of, or by virtue of, this Agreement.

Notwithstanding the above, the Consultant shall not be relieved of liability to the Town for damages sustained by the Town by any breach of the Agreement by the Consultant. The Town, at its sole option and discretion, shall be entitled to bring any and all legal/equitable actions that it deems to be in its best interest in order to enforce the Town's right and remedies against Consultant. The Town shall be entitled to recover all costs of such actions, including reasonable attorneys' fees.

If following receipt of a ten (10) calendar day written notice of default and opportunity to cure from the Consultant, the Town fails to make payments to the Consultant in

accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Consultant's option, cause for suspension of performance of services under this Agreement. If the Consultant elects to suspend or terminate services, the Consultant shall give an additional ten (10) calendar days' written notice to the Town, including an opportunity to cure, before suspending or terminating services. The Consultant shall have no liability to the Town for delay or damages arising from the suspension of services. Before resuming services, the Town shall pay all amounts then due and any costs incurred in the demobilization and remobilization of the Consultant's services. The Consultant's fees for the remaining services and the time schedules shall be equitably adjusted.

5.2 TERMINATION FOR CONVENIENCE OF THE TOWN

The Town may also, through its Town Manager, and for its convenience and without cause, terminate the agreement at any time during the term by giving written notice to consultant of such termination; which shall become effective within thirty (30) days following receipt by the Consultant of such notice. If the agreement is terminated for convenience by the Town, Consultant shall be paid for any services satisfactorily performed up to the date of termination; following which the Town shall be discharged from any and all liabilities, duties, and terms arising out of, or by virtue of, this Agreement.

5.3 TERMINATION FOR INSOLVENCY

The Town also reserves the right to terminate the Agreement in the event the Consultant is placed either in voluntary or involuntary bankruptcy or makes an assignment for the benefit of creditors. In such event, the right and obligations for the parties shall be the same as provided for in Section 5.2.

SECTION 6
INDEMNIFICATION AND INSURANCE REQUIREMENTS

6.1 INDEMNIFICATION

The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Town, its officers, directors, and employees from all damages, liabilities, losses, and costs, including but not limited to, reasonable attorneys' fees (at the trial and appellate levels) and defense costs, to the extent caused by the actions or inactions of the Consultant, including negligence, errors, or omissions of the Consultant and persons employed or utilized by the Consultant in the performance of this Agreement.

Likewise, the Town agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, and employees from all damages, liabilities, losses, and costs, including but not limited to, reasonable attorneys' fees (at the trial and appellate levels) and defense costs, to the extent caused by the actions or inactions of the Town, including negligence, errors, or omissions of the Town and persons employed or utilized by the Town in relation to this Agreement. The provisions of this Section shall survive final completion, final payment, or termination of this Agreement.

6.2 INSURANCE REQUIREMENTS

The Consultant shall maintain and carry in full force during the Term, the following insurance:

1. Consultant General Liability, in the amount of \$1,000,000 per occurrence and \$2,000,000 aggregate; and
2. Workers Compensation & Employers Liability, as required pursuant to Florida Statutes.
3. Automobile Liability, in the amount of \$1,000,000 combined single limit per accident, as required pursuant to Florida Statutes.

The insurance must be furnished by insurance companies authorized to do business in the State of Florida. All insurance policies must be issued by companies rated no less than "A" as to management and not less than "Class VII" as to strength by the latest edition of Best's Key Rating Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent. All of Consultant's certificates shall contain endorsements providing that written notice shall be given to the Town at least thirty (30) days prior to termination, cancellation or reduction in coverage in the policy.

Original certificates of insurance may be requested by the Town and upon request shall be submitted to the Town Manager or designee and will be kept on file in the office of the Town Manager or designee. The Town shall have the right to obtain from the Consultant copies of the insurance policies in the event that submitted certificates of insurance are inadequate to ascertain compliance with required coverage.

Compliance with the foregoing requirements shall not relieve the Consultant of the liabilities and obligations under this Section or under any other portion of this Agreement.

SECTION 7
LITIGATION JURISDICTION/VENUE/JURY TRIAL WAIVER

7.1 LITIGATION; WAIVER OF TRIAL BY JURY

Litigation of Claims, disputes or other matters in question between the Town and Consultant arising out of or relating to this Agreement or breach thereof, which are not resolved by mediation, shall be subject to and decided by litigation exclusively in the Florida state courts of Miami-Dade County, Florida. The Town and Consultant consent to the venue of the state courts of Miami-Dade County, Florida, and specifically recognize and acknowledge the waiver of any right to remove any action to federal court on the basis of diversity jurisdiction or on any other basis. BY ENTERING INTO THIS AGREEMENT, CONSULTANT AND THE TOWN EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO OR ARISING OUT OF THIS AGREEMENT.

7.2 LIMIT OF LIABILITY

The Consultant and Town waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. *To the fullest extent provided by law, the Consultant's total aggregate liability to the Town under this Agreement shall be limited the maximum amount of the Consultant's insurance coverage and applicable to the claim.*

Notwithstanding any other provision of this Agreement to the contrary, in no event and under no circumstances shall any individual person who is a Partner, Manager, Member, Employee, Agent, or Representative of Consultant or of the Town have any personal liability for any term, covenant, agreement or undertaking in this Agreement (express or implied), all such personal liability being mutually expressly waived.

SECTION 8
LIMITATION OF TOWN'S LIABILITY

The Town desires to enter into this Agreement only if in so doing the Town can place a limit on the Town's liability for any cause of action, for money damages due to an alleged breach by the Town of this Agreement, so that its liability for any such breach never exceeds the sum of \$200,000 for each claim or \$300,000 for all claims arising from the same incident. Consultant hereby expresses its willingness to enter into this Agreement with Consultant's recovery from the Town for any damage action for breach of contract to be limited to a maximum amount of \$200,000 for each claim or \$300,000 for all claims arising from the same incident.

Accordingly, and notwithstanding any other term or condition of this Agreement, Consultant hereby agrees that the Town shall not be liable to the Consultant for damages in an amount in excess of \$300,000 for any action or claim for breach of contract arising out of the performance or non-performance of any obligations imposed upon the Town by this Agreement.

Nothing contained in this section or elsewhere in this Agreement is in any way intended to prohibit the statutory waiver of sovereign immunity for liability for torts under Section 768.28, Florida Statutes. However, nothing in this section or elsewhere in this Agreement is in any intended to be a waiver of the limitation placed upon the Town's liability, as set forth in Section 768.28, Florida Statutes.

SECTION 9 **GENERAL PROVISIONS**

9.1 RECORDS MANAGEMENT AND ACCESS

The Consultant shall maintain all task-related communications and documentation exclusively through the Town-issued email address, ensuring that all records remain accessible to the Town. As the Town retains ownership of this email account, it is the Town's responsibility to manage and store these records. The Consultant is not responsible for maintaining separate records beyond those stored within the Town's email system.

This provision shall remain in effect throughout the duration of the Agreement and for any applicable record retention period required by law.

9.2 ASSIGNMENT, TRANSFER OR SUBCONSULTING

Consultant shall not subcontract, assign, or transfer all or any portion of any work and/or service under this Agreement without the prior written consent of the Town Manager, which consent, if given at all, shall be in the Manager's sole judgment and discretion. Neither this Agreement, nor any term or provision hereof, or right hereunder, shall be assignable unless as approved pursuant to this Section, and any attempt to make such assignment (unless approved) shall be void.

9.3 PUBLIC ENTITY CRIMES

Prior to commencement of the Services, the Consultant shall file a State of Florida Form PUR 7068, Sworn Statement under Section 287.133(3)(a) Florida Statute on Public Entity Crimes with the Town Manager.

9.4 EQUAL EMPLOYMENT OPPORTUNITY

In connection with the performance of the Services, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, national origin, religion, sex, gender identity, sexual orientation, disability, marital and familial status, or age.

9.5 CONFLICT OF INTEREST

The Consultant herein agrees to adhere to and be governed by all applicable Miami-Dade County Conflict of Interest Ordinances and Ethics provisions, as set forth in the Miami-Dade County Code, and as may be amended from time to time; and by the Town of Surfside

Charter and Code (as some may be amended from time to time); both of which are incorporated by reference herein as if fully set forth herein.

The Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirectly, which could conflict in any manner or degree with the performance of the Services. The Consultant further covenants that in the performance of this Agreement, no person having any such interest shall knowingly be employed by the Consultant.

9.6 WARRANTIES

Consultant represents and warrants that Consultant is free to enter into the terms of this Agreement and that Consultant has no obligation to any third party or otherwise that are inconsistent with any of its provisions.

The Consultant warrants that its services are to be performed within the limits prescribed by the Town and with the usual thoroughness and competence of the Consultant's profession.

SECTION 10 **NOTICES**

All notices and communications in writing required or permitted hereunder, shall be delivered personally to the representatives of the Consultant and the Town listed below or may be mailed by U.S. Certified Mail, return receipt requested, postage prepaid, or by a nationally recognized overnight delivery service.

Until changed by notice in writing, all such notices and communications shall be addressed as follows:

TO CONSULTANT: **Kristina Brown**
 In Alignment Consulting, LLC
 6568 Martin Road
 Milton, Florida 32570
 954-860-2699

TO TOWN: **Mark Blumstein**
 Acting Town Manager
 Town of Surfside
 9293 Harding Avenue
 Surfside, Florida 33154
 305-861-4863

Notice may also be provided to any other address designated by the party to receive notice if such alternate address is provided via U.S. certified mail, return receipt requested, hand delivered, or by overnight delivery. In the event an alternate notice address is properly provided, notice shall be sent to such alternate address in addition to any other address which notice would otherwise be sent, unless other delivery instruction as specifically provided for by the party entitled to notice.

Notice shall be deemed given on the day on which personally served, or the day of receipt by either U.S. certified mail or overnight delivery.

SECTION 11

MISCELLANEOUS PROVISIONS

11.1 CHANGES AND ADDITIONS

This Agreement cannot be modified or amended without the express written consent of the parties. No modification, amendment, or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

11.2 SEVERABILITY

If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall not be affected and every other term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

11.3 ANTI-DISCRIMINATION.

Consultant certifies that it does not discriminate in its membership or policies based on race, color, national origin, religion, sex, sexual orientation, familial status or handicap. Consultant further agrees that neither Consultant, nor any parent company, subsidiaries or affiliates of Consultant are currently engaged in, nor will engage in during the term of this Agreement, the boycott of a person or business based in or doing business with a member of the World Trade Organization or any country that falls within the definition of "Open Trade jurisdiction" as defined in section 2-401 of the Town Code of Ordinances.

11.4 CONSULTANT'S COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW

Pursuant to Section 119.0701 of the Florida Statutes, Consultant agrees to:

- 11.4.1 Keep and maintain public records in Consultant's possession or control in connection with Consultant's performance under this agreement. Consultant shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the Town.

- 11.4.2 Upon request from the Town's custodian of public records, Consultant shall provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.
- 11.4.3 Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the Town. Notwithstanding, it is understood that at all times Consultant's work papers shall remain the sole property of Consultant, and are not subject to the terms of this Agreement.
- 11.4.5 Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of Consultant shall be delivered by Consultant to the Town Manager, at no cost to the Town, within seven (7) days. All such records stored electronically by Consultant shall be delivered to the Town in a format that is compatible with the Town's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, Consultant shall destroy any and all duplicate records that are exempt or confidential and exempt from public records disclosure requirements. Notwithstanding the terms of this Section, the Parties agree and it is understood that Consultant will maintain a copy of any information, confidential or otherwise, necessary to support its work product generated as a result of its engagement for services, solely for reference and archival purposes in accordance with all applicable professional standards, which will remain subject to the obligations of confidentiality herein.
- 11.4.6 Upon completion of this Agreement or in the event of termination, any compensation shall be withheld until all records of work completed to the date of completion or date of notice of any termination are received as provided pursuant to section 11.4.5. If there is a dispute regarding which records must be provided to the Town, the parties shall endeavor to resolve the dispute pursuant to the provisions of section 7.
- 11.4.7 Consultant's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Town.
- 11.4.8 **Notice Pursuant to Section 119.0701(2)(a), Florida Statutes. IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.**

Custodian of Records: Sandra McCready, MMC
Mailing address: 9293 Harding Avenue

Surfside, FL 33154

Telephone number: 305-861-4863

Email: smccready@townofsurfsidefl.gov

11.5 NON-EXCLUSIVITY

This Agreement is non-exclusive. The Town retains the right to engage the services of additional third party Consultants or assign responsibilities to an employee of the Town to perform the same or similar services provided by Consultant under this Agreement and to assign work to such parties in its sole discretion.

11.6 CREDITS / ACKNOWLEDGMENTS:

The Consultant shall be given proper credit and acknowledgments for all services including, but not limited to: grant writing resulting in grant awards. Proper credit shall be defined as being named by the Town in published articles or promotional brochures/materials related to the grant award. Credits to be used shall be approved in advance by the Consultant.

11.7 CONTINGENT FEES

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

11.8 WAIVER

No delay or omission by either Party hereto, in the exercise of any right or remedy hereunder, shall impair such right or remedy or be construed to be a waiver thereof. Any waiver of any such right or remedy by any Party must be in writing and signed by the Party against which such waiver is sought. A waiver by either of the Parties hereto of any of the covenants to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach thereof or any other covenant herein contained. All remedies provided for in this Agreement shall be cumulative and in addition to and not in lieu of any other remedies available to either Party at law, in equity or otherwise.

11.9 FORCE MAJEURE

Non-performance of Consultant or Town shall be excused to the extent that performance is rendered impossible or delayed by strike, fire, hurricane, flood, terrorism, governmental acts or orders or restrictions, or other similar reason where failure to perform is beyond the control of and not caused by the negligence of the non-performing Party ("Force Majeure"), provided

that the non-conforming Party gives prompt notice of such conditions to the other Party and makes all reasonable efforts to perform.

11.10 SURVIVAL OF TERMS

Termination or expiration of this Agreement for any reason shall not release either Party from any liabilities or obligations set forth in this Agreement which: (a) the Parties have expressly agreed shall survive any such termination, or (b) remain to be performed and by their nature would be intended to be applicable following any such termination or expiration. Any liabilities which have accrued prior to termination pursuant to the insurance and/or indemnification obligations set forth below shall survive the termination of this Agreement.

11.11 AMENDMENTS

This Agreement cannot be modified or amended without the express written consent of the parties. No modification, amendment, or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

11.12 ENTIRETY OF AGREEMENT; ORDER OF INTERPRETATION

The Town and Consultant agree that this is the entire Agreement between the parties. This Agreement supersedes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Title and paragraph headings are for convenient reference and are not intended to confer any rights or obligations upon the parties to this Agreement.

In the event of inconsistency between the provision of the solicitation and the resulting Agreement, the order of interpretation shall be: (a) This Agreement; (b) Scope of Services and Approved Billable Hours by Task

11.13 SCRUTINIZED COMPANIES LIST

11.13.1 Consultant certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Town may immediately terminate this Agreement at its sole option if the Consultant or its subcontractors are found to have submitted a false certification; or if the Consultant, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

11.13.2 If this Agreement is for more than one million dollars, the Consultant certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to

Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Consultant , its affiliates, or its subcontractors are found to have submitted a false certification; or if the Consultant, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

11.13.3 The Consultant agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

11.13.4 As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

11.14 COMPLIANCE WITH APPLICABLE LAWS.

All Services hereunder shall be performed in a professional manner and form and in compliance with all applicable federal, state, and local rules, regulations, laws, codes, and ordinances and as may be further specified by Town. Consultant shall at all times protect Town's property from all damage and shall repair or replace any damaged property as required by Town.

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

. **IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their appropriate officials, as of the date first entered above.

FOR TOWN:

TOWN OF SURFSIDE, FLORIDA

ATTEST:

By: _____ By: _____
Town Clerk Town Manager

FOR CONSULTANT:

IN ALIGNMENT CONSULTING, LLC

ATTEST:

By: _____ By: _____
Signature Signature

Print Name / Title

Print Name / Title

EXHIBIT A

SCOPE OF SERVICES

The Consultant will provide the following services to the Town:

1. The Consultant will work with Town staff to facilitate meetings with Town departments to assess the validity of currently funding priority areas, identify changes in funding priority areas, and identify new priority areas for possible funding;
2. Grant Funding Research – Conduct research to identify grant resources including, but not limited to, Federal, State, Foundation, and other Agencies/Organizations that support the Town’s funding needs and priorities emphasizing grants, which require no “matching” funds and grant opportunities identified by the Town:
3. Grant Proposal Development – Provide general grant proposal writing services associated with the completion of grant applications on behalf of the Town, including the preparation of funding abstracts and production, and submittal of applications to funding sources. A copy of each grant application package submitted for funding, in its entirety, shall be provided to the Town.
4. Grant Post-Award Administration – Provide post-award grants administration services to include, but not limited to, grant compliance guidance, grant agreement reviews and feedback to the Town, grant project management support, and amendment/extension requests to the funders.
5. Project Support Administration - Offer additional project management and administrative support for various Town needs beyond grant-specific activities. This includes general project coordination, timeline management, and administrative assistance as required to support Town objectives and facilitate smooth project execution.
6. Other Professional Services – as required, including, but not limited to: providing representation on behalf of the Town on State and Federal grants awarded to communicate with grant program officers and related parties, as well as preparing presentations for funders and Town staff and participating and/or leading such meetings, training and required events.

All services are to be provided as discussed and agreed to with the Town.