

RESOLUTION NO. 2025-3459

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AN AGREEMENT WITH CRS MAX CONSULTANTS, INC. FOR FLOOD INSURANCE COMMUNITY RATING SYSTEM CONSULTANT SERVICES; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside ("Town") has adopted and applied floodplain management policies that exceed the minimum criteria of the National Flood Insurance Program; and

WHEREAS, communities can apply under the Community Rating System Program ("CRS Program") and if deemed eligible may receive discounts on flood insurance premiums; and

WHEREAS, CRS Max Consultants, Inc. ("CRS Max") specializes in assisting municipalities with CRS Program participation requirements and maximizing municipal efforts to secure an improved classification in the CRS Program ("Services"); and

WHEREAS, CRS Max has assisted the Town with CRS Program participation and aided the Town in achieving CRS rating improvements resulting in discounts to flood insurance premiums for the entire Town; and

WHEREAS, CRS Max has agreed to provide the Services, pursuant to the Agreement as attached hereto as Exhibit "A" ("Consulting Agreement"); and

WHEREAS, the Town desires to enter into the Consulting Agreement with CRS Max, in substantially the form attached hereto as Exhibit "A", for the Services; and

WHEREAS, the Town Commission finds that the Consulting Agreement 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 of Consulting Agreement. The Town Commission hereby approves the Consulting Agreement with CRS Max, in substantially the form attached hereto as Exhibit "A", subject to the final approval by the Town Manager and Town Attorney as to form and legal sufficiency.

Section 3. Authorization. The Town Manager is authorized to execute the Consulting Agreement, in substantially the form attached hereto as Exhibit "A."

Section 4. Implementation. The Town Manager and Town Officials are hereby authorized to take any and all actions which are necessary to implement the Consulting Agreement and the purposes of this Resolution.

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

PASSED AND ADOPTED this 12th day of November, 2025.

Motion By: Vice Mayor Paul.

Second By: Commissioner Coto.

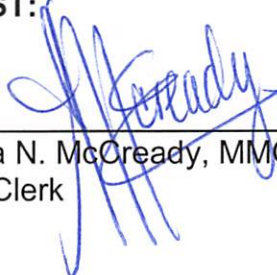
FINAL VOTE ON ADOPTION:

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



Charles W. Burkett, Mayor

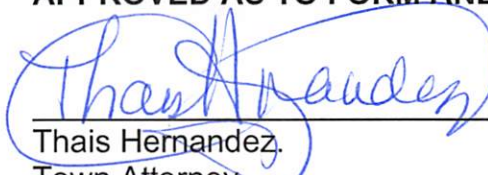
ATTEST:



Sandra N. McCready, MMC
Town Clerk



APPROVED AS TO FORM AND LEGAL SUFFICIENT:



Thais Hernandez
Town Attorney

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF SURFSIDE
AND
CRS MAX CONSULTANTS, INC.**

THIS AGREEMENT (this "Agreement") is made effective as of the _____ day of _____, 2025 (the "Effective Date"), by and between the **TOWN OF SURFSIDE**, a Florida municipal corporation, (hereinafter the "Town"), and **CRS MAX CONSULTANTS, INC.**, a Florida for profit corporation, (hereinafter, the "Consultant").

WHEREAS, the Town seeks to retain a Consultant to assist with CRS Program participation requirements and maximizing municipal efforts to secure an improved classification in the CRS Program; and

WHEREAS, the Consultant has provided a Proposal attached hereto as Exhibit "A" for the work to be completed in a period of one year at a total cost not to exceed of \$23,500.00 (the "Services"); and

WHEREAS, the Consultant and Town, through mutual negotiation, have agreed upon a fee for the Services; and

WHEREAS, the Town desires to engage the Consultant to perform the Services and provide the deliverables as specified below.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Consultant and the Town agree as follows:

1. Scope of Services.

- 1.1. Consultant shall provide the Services on a non-exclusive basis as set forth in the Proposal attached hereto as Exhibit "A" and incorporated herein by reference (the "Services").
- 1.2. Consultant shall furnish all reports, documents, and information obtained pursuant to this Agreement, and recommendations during the term of this Agreement (hereinafter "Deliverables") to the Town.

2. Term/Commencement Date.

- 2.1. The term of this Agreement shall be for one year commencing on the Effective Date, unless terminated in accordance with Paragraph 8 below. Any renewal or extension of this Agreement shall require approval by the Town Manager.
- 2.2. Consultant agrees that time is of the essence and Consultant shall complete the Services within the term of this Agreement, unless extended by the Town Manager.

3. Compensation and Payment.

- 3.1. Total compensation for Services provided by Consultant shall be in an amount not to exceed \$23,500.00 and shall be based on the corresponding Pricing for the Services as set forth in Consultant's Proposal, which is attached hereto as Exhibit "A," and incorporated herein by reference.
- 3.2. Consultant shall deliver an invoice to Town no more often than once per month detailing Services completed and the amount due to Consultant under this Agreement. Fees shall be paid in arrears each month, pursuant to Consultant's invoice, which shall be based upon the percentage of work completed for each task invoiced. The Town shall pay the Consultant in accordance with the Florida Prompt Payment Act after approval and acceptance of the Services by the Town Manager.

4. SubConsultants.

- 4.1. The Consultant shall be responsible for all payments to any sub-contractor and shall maintain responsibility for all work related to the Services.
- 4.2. Consultant may only utilize the services of a particular sub-contractor with the prior written approval of the Town Manager, which approval may be granted or withheld in the Town Manager's sole and absolute discretion.

5. Town's Responsibilities.

- 5.1. Town shall make available any maps, plans, existing studies, reports, staff and representatives, and other data pertinent to the Services and in possession of the Town, and provide criteria requested by Consultant to assist Consultant in performing the Services.
- 5.2. Upon Consultant's request, Town shall reasonably cooperate in arranging access to public information that may be required for Consultant to perform the Services.

6. Consultant's Responsibilities; Representations and Warranties.

- 6.1. The Consultant shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily provided by a Consultant under similar circumstances. If at any time during the term of this Agreement or within two (2) years from the completion of this Agreement, it is determined that the Consultant's Deliverables or Services are incorrect, not properly rendered, defective, or fail to conform to Town requests, the Consultant shall at Consultant's sole expense, immediately correct its Deliverables or Services.
- 6.2. The Consultant hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws applicable to and necessary to perform the Services for Town as an independent contractor of the

Town. Consultant further warrants and represents that it has the required knowledge, expertise, and experience to perform the Services and carry out its obligations under this Agreement in a professional and first class manner.

6.3. The Consultant represents that is an entity validly existing and in good standing under the laws of Florida. The execution, delivery and performance of this Agreement by Consultant have been duly authorized, and this Agreement is binding on Consultant and enforceable against Consultant in accordance with its terms. No consent of any other person or entity to such execution, delivery and performance is required.

7. Conflict of Interest.

7.1. To avoid any conflict of interest or any appearance thereof, Consultant shall not, for the term of this Agreement, provide any consulting services to any private sector entities (developers, corporations, real estate investors, etc.), with any current, or foreseeable, adversarial issues in the Town.

8. Termination.

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

8.2. Upon receipt of the Town's written notice of termination, Consultant shall immediately stop work on the project unless directed otherwise by the Town Manager.

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

8.4. In the event of termination, the Consultant shall be paid for all work accepted by the Town Manager up to the date of termination, provided that the Consultant has first complied with the provisions of Paragraph 8.5.

8.5. The Consultant shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Services and the project to the Town, in a hard copy and electronic format within fourteen (14) days from the date of the written notice of termination or the date of expiration of this Agreement.

9. Insurance.

9.1. Consultant shall secure and maintain throughout the duration of this agreement insurance of such types and in such amounts not less than those specified below as satisfactory to Town, naming the Town as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the Town, its officials, employees, agents, and volunteers naming the Town as additional insured. Any insurance maintained by the Town shall be in excess of

the Consultant's insurance and shall not contribute to the Consultant's insurance. The insurance coverages shall include at a minimum the amounts set forth in this section and may be increased by the Town as it deems necessary or prudent.

9.1.1. Commercial General Liability coverage with limits of liability of not less than a \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Consultant. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of \$2,000,000 each.

9.1.2. Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000.00 each accident. No employee, subcontractor or agent of the Consultant shall be allowed to provide Services pursuant to this Agreement who is not covered by Worker's Compensation insurance.

9.1.3. Business Automobile Liability with minimum limits of \$1,000,000 per occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.

9.1.4. Professional Liability Insurance in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence, single limit.

9.2. Certificate of Insurance. Certificates of Insurance shall be provided to the Town, reflecting the Town as an Additional Insured (except with respect to Professional Liability Insurance and Worker's Compensation Insurance), no later than ten (10) days after award of this Agreement and prior to the execution of this Agreement by Town and prior to commencing Services. Each certificate shall include no less than (30) thirty-day advance written notice to Town prior to cancellation, termination, or material alteration of said policies or insurance. The Consultant shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Agreement, including any extensions or renewals that may be granted by the Town. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and shall state that such insurance is as required by this Agreement. The Town reserves the right to inspect and return a certified copy of such policies, upon written request by the Town. If a policy is due to expire prior to the completion of the Services, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Town before any policy or

coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Town.

9.3. Additional Insured. Except with respect to Professional Liability Insurance and Worker's Compensation Insurance, the Town is to be specifically included as an Additional Insured for the liability of the Town resulting from Services performed by or on behalf of the Consultant in performance of this Agreement. The Consultant's insurance, including that applicable to the Town as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Town shall be in excess of and shall not contribute to the Consultant's insurance. The Consultant's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.

9.4. Deductibles. All deductibles or self-insured retentions must be declared to and be reasonably approved by the Town. The Consultant shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.

9.5. The provisions of this section shall survive termination of this Agreement.

10. Nondiscrimination. During the term of this Agreement, Consultant shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and to abide by all Federal and State laws regarding nondiscrimination.

11. Attorneys Fees and Waiver of Jury Trial.

11.1. In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and all appellate levels.

11.2. IN THE EVENT OF ANY LITIGATION ARISING OUT OF THIS AGREEMENT, EACH PARTY HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY.

12. Indemnification.

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

for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising from Consultant's performance or non-performance of this Agreement.

12.2. Nothing herein is intended to serve as a waiver of sovereign immunity by the Town nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. The Town is subject to section 768.28, Florida Statutes, as may be amended from time to time.

12.3. The provisions of this section shall survive termination of this Agreement.

13. Notices/Authorized Representatives. Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the addresses listed on the signature page of this Agreement or such other address as the party may have designated by proper notice.

14. Governing Law and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any proceedings arising out of this Agreement shall be proper exclusively in Miami-Dade County, Florida.

15. Entire Agreement/Modification/Amendment.

15.1. This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

15.2. No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

16. Ownership and Access to Records and Audits.

16.1. Consultant acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, compiled information, and all similar or related information (whether patentable or not) which relate to Services to the Town which are conceived, developed or made by Consultant during the term of this Agreement ("Work Product") belong to the Town. Consultant shall promptly disclose such Work Product to the Town and perform all actions reasonably requested by the Town (whether during or after the term of this Agreement) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).

16.2. Consultant agrees to keep and maintain public records in Consultant's possession or control in connection with Consultant's performance under this

Agreement. The Town Manager or her designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any records of the Consultant involving transactions related to this Agreement. Consultant additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Consultant shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the Town.

- 16.3. Upon request from the Town's custodian of public records, Consultant shall provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.
- 16.4. Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the Town.
- 16.5. Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Consultant shall be delivered by the Consultant to the Town Manager, at no cost to the Town, within seven (7) days. All such records stored electronically by Consultant shall be delivered to the Town in a format that is compatible with the Town's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Consultant shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- 16.6. Any compensation due to Consultant shall be withheld until all records are received as provided herein.
- 16.7. Consultant's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Town.
- 16.8. **Notice Pursuant to Section 119.0701(2)(a), Florida Statutes. IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS 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

- 17. Nonassignability.** This Agreement shall not be assignable by Consultant unless such assignment is first approved by the Town Manager. The Town is relying upon the apparent qualifications and expertise of the Consultant, and such firm's familiarity with the Town's area, circumstances and desires.
- 18. Severability.** If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.
- 19. Independent Contractor.** The Consultant and its employees, volunteers and agents shall be and remain an independent contractor and not an agent or employee of the Town with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.
- 20. Compliance with Laws.** The Consultant shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in carrying out Services under this Agreement, including federal, State of Florida, Miami-Dade County, the Town of Surfside, and in particular shall obtain all required permits from all jurisdictional agencies to perform the Services under this Agreement at its own expense.
- 21. Waiver.** The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.
- 22. Survival of Provisions.** Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.
- 23. Prohibition of Contingency Fees.** The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

- 24. Public Entity Crimes Affidavit.** Consultant shall comply with Section 287.133, Florida Statutes (Public Entity Crimes Statute), notification of which is hereby incorporated herein by reference, including execution of any required affidavit.
- 25. Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.
- 26. Conflicts.** In the event of a conflict between the terms of this Agreement and any exhibits or attachments hereto, the terms of this Agreement shall control.
- 27. Boycotts.** The Consultant is not currently engaged in, and will not engage in, a boycott, as defined in Section 3-1.1 of the Town of Surfside Code of Ordinances.
- 28. E-Verify Affidavit.** In accordance with Section 448.095, Florida Statutes, the Town requires all contractors doing business with the Town to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Town will not enter into a contract unless each party to the contract registers with and uses the E-Verify system. The contracting entity must provide its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>. By entering into this Agreement, the Contractor acknowledges that it has read Section 448.095, Florida Statutes; will comply with the E-Verify requirements imposed by Section 448.095, Florida Statutes, including but not limited to obtaining E-Verify affidavits from subcontractors; and has executed the required affidavit attached hereto and incorporated herein.

[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 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: _____

Title: _____

Witness #2 Print Name: _____

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year as first stated above.

TOWN OF SURFSIDE

By: _____
Mario Diaz
Acting Town Manager

Attest:

By: _____
Sandra McCready, MMC
Town Clerk

Approved as to form and legal
sufficiency:

By: _____
Thais Hernandez
Town Attorney

Addresses for Notice:

Mario Diaz
Town of Surfside
Attn: Town Manager
9293 Harding Avenue
Surfside, FL 33154
305-861-4863 (telephone)
305-993-5097 (facsimile)
mblumstein@townofsurfsidefl.gov
(email)

With a copy to:

Thais Hernandez, Esq.
Office of the Town Attorney
Town of Surfside
9293 Harding Avenue
Surfside, FL 33154
305-861-4863 (telephone)
thernandez@townofsurfsidefl.gov
(email)

CONSULTANT

By: _____
Name:
Title:
CRS Max Consultant Services, Inc.

Addresses for Notice:

Name:
Title:
CRS MAX Consultant Services, Inc.
Address:
Telephone:
Facsimile:
Email:

EXHIBIT “A”

SCOPE OF SERVICES

The Scope of Services are those contained in the Proposal dated Oct. 14, 2025, attached hereto and incorporated herein by reference.

**TOWN OF SURFSIDE
PROPOSAL FOR FY 2025-2026
CRS CONTINUING CONSULTANT SERVICES
AND CRS VERIFICATION VISIT SERVICES
October 14, 2025**

I. BACKGROUND

The Town of Surfside (Town), in anticipation of its Verification Visit in 2026, has requested that CRS Max Consultants, Inc. (Consultant) submit a proposal for CRS Verification Visit Consultant Services and CRS Continuing Consultant Services to assist in this endeavor. The scope of this proposal is developed to respond to this request.

Approximately once every five years, the Insurance Services Office (ISO), which oversees all CRS programs in the nation, performs an audit of every participating community's CRS program. This audit, known as a Verification Visit, typically requires extensive preparation on the part of the community.

The Consultant proposes to work together with the staff of the Town of Surfside to prepare for the Town's Community Rating System Verification Visit, to participate in the Visit and to assist in providing any required documentation following the Visit.

The National Flood Insurance Program's (NFIP) Community Rating System (CRS) rewards communities that exceed the minimum NFIP requirements to help their citizens prevent or reduce flood losses. Under the NFIP/CRS Program, flood insurance premiums in participating communities can potentially be reduced by up to 45%. By implementing floodplain management activities under the CRS Program, the Town of Surfside is currently rated a Class 6, which translates into a 20% reduction in flood insurance premiums for eligible properties in the Town.

II. SCOPE OF SERVICES

A. CRS CONTINUING CONSULTANT SERVICES

The following services shall be included in CRS Continuing Consulting Services:

- Review current CRS program
- Provide answers to questions pertaining to the CRS program
- Interface with ISO/CRS Specialist as required
- Review Elevation Certificates as requested for accuracy and completeness
- Assist with efforts to improve Town's CRS classification

B. CRS VERIFICATION VISIT CONSULTANT SERVICES

Abbreviated Scope of Services:

- Review and evaluate current CRS program
- Work together with staff to prepare for ISO/CRS Specialist Verification Visit:
 - Identify documentation requirements
 - Organize documentation
 - Interface with ISO/CRS Specialist as required
- Accompany staff during Verification Visit
- Assist in providing any supplemental documentation required following visit.

Detailed Scope of Services:

The CRS Program is a multidiscipline program that entails a total of 19 distinct activities, each of which contains its own series of elements and sub elements. Each of the 19 activities is listed below. Following this listing is a description of the anticipated services that will be provided by CRS Max Consultants. The CRS Program is ultimately the responsibility of each participating community. Due to the complexity of the program, however, consultant assistance can be beneficial to:

- Explain and clarify activity requirements
- Conduct research to assist in providing the required documentation
- Train staff as needed
- Provide optimal drafts for information dissemination and templates for recordkeeping
- Provide perspective that will aid in determining optimal use of resources
- Assure adequate documentation
- Provide quality control
- Interface with ISO/CRS Specialist as may be required
- Maintain or improve the Town's CRS score.

The following activities can be credited under the CRS program:

300 Public Information Activities

- 310 Elevation Certificates
- 320 Map Information Service
- 330 Outreach Projects
- 340 Hazard Disclosure
- 350 Flood Protection Information
- 360 Flood Protection Assistance
- 370 Flood Insurance Promotion

400 Mapping and Regulations

410 Floodplain Mapping

420 Open Space

430 Higher Regulatory Standards

440 Flood Data Maintenance

450 Stormwater Management

500 Flood Damage Reduction Activities

510 Floodplain Mgmt. Planning

520 Acquisition and Relocation

530 Flood Protection

540 Drainage System Maintenance

600 Warning and Response

610 Flood Warning and Response

620 Levees

630 Dams

Following is a description of the services that CRS Max Consultants proposes for each of the 19 activities.

310 ELEVATION CERTIFICATES

Elevation certificates are the foundation of the CRS program. As such, it is essential that they be maintained accurately and consistently. Communities that do not maintain elevation certificates appropriately can revert to a Class 10, which essentially suspends the community from the CRS program. Consultant will assure that the Town has an acceptable Construction Certificate Management Procedure (CCMP) for elevation certificates and will review the Town's elevation certificates issued subsequent to the last annual Recertification for accuracy. The correctness of the elevation certificates and compliance with the NFIP and the Town's ordinances are ultimately the responsibility of the Town.

320 MAP INFORMATION SERVICE

Consultant will explain the types of map information services that can be rendered and help the Town determine what level of service it would be willing to provide to the community. Consultant will assist in refining its standard operating procedure as may be requested and assist in locating the maps and/or data sources necessary to provide the service. Consultant will provide a template for letters of map determination. Furthermore, Consultant will assure that the service is adequately advertised to the community.

330 OUTREACH PROJECTS

Consultant will oversee the implementation of outreach projects to earn points in this activity. Consultant will also provide templates and recommendations for outreach projects. Consultant will assist in maintaining the Town's Program for Public Information. Consultant will update a Flood Response Preparations document for the Town's consideration.

340 HAZARD DISCLOSURE

Consultant anticipates that there will not be significant effort required for this activity.

350 FLOOD PROTECTION INFORMATION

Consultant will coordinate with Miami-Dade County Library system to maximize library credit under this activity. Consultant will update the information included in the Town's website, with the intention of earning credit under the website components of this activity.

360 FLOOD PROTECTION ASSISTANCE

Consultant is willing to assist the Town in the advertisement for the service and the documentation required.

370 FLOOD INSURANCE PROMOTION

Consultant will assist in maintaining a Flood Insurance Promotion program as a component of the Program for Public Information.

410 FLOODPLAIN MAPPING

Consultant will work together with staff to determine which, if any, elements of this activity the Town could earn.

420 OPEN SPACE PRESERVATION

Consultant will work together with staff to earn open space preservation credit and make recommendations to maximize the points earned.

430 HIGHER REGULATORY STANDARDS

Consultant will help direct the Town to provide the documentation required for this activity.

440 FLOOD DATA MAINTENANCE

Consultant will work together with staff to document the credit that can be received under this activity. Consultant will also assist in the identification of benchmarks that can receive credit and the securing of documentation to earn credit for other applicable elements.

450 STORMWATER MANAGEMENT

Consultant will work together with staff to provide the documentation required to earn the points that can be received under this activity.

510 FLOODPLAIN MANAGEMENT PLANNING

The Town utilizes *Miami-Dade County's Local Mitigation Strategy* for this purpose. Consultant will assist in preparation of the required annual progress report that must be submitted to the Commission.

520 ACQUISITION AND RELOCATION

Consultant will help determine whether the Town can earn credit for this activity and will assist the Town in providing the necessary documentation required, should the Town consider this to be worth the effort.

530 FLOOD PROTECTION

Consultant will determine whether the Town can earn credit for this activity. If there is credit available and if the Town considers this to be worth the effort, consultant will assist the Town in providing the necessary documentation required.

540 DRAINAGE SYSTEM MAINTENANCE

Consultant will assist in the refining of an acceptable map and inventory and a standard operating procedure for drainage system maintenance. Further, Consultant will explain the documentation requirements and assist the Town in its efforts to demonstrate that its capital improvement plan addresses stormwater issues.

610 FLOOD WARNING AND RESPONSE

In the state of Florida, emergency management, including flood warning and response, is primarily the responsibility of the County governments. Consultant will work to receive the credit that Miami-Dade County receives for this activity.

Consultant will also work with Town staff to secure any additional credit the Town is able to earn from its own activities.

620 LEVEES

Consultant does not anticipate the Town will qualify for credit under this activity.

630 DAMS

Consultant does not anticipate the Town will qualify for credit under this activity.

III. DELIVERABLES

This project will have the following deliverables:

- Submittal of documentation to ISO at the Verification Visit
- Submittal of additional documentation to ISO, as may be required, following the Verification Visit

IV. SCHEDULE

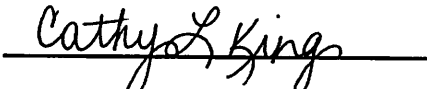
CRS Max Consultants will begin work on this project upon receipt of a signed contract from the Town. Consultant will work until project completion, at least 30 days following Verification Visit.

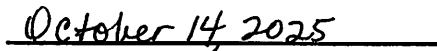
V. COMPENSATION

The costs for services are as follows:

CRS Continuing Consultant Services	\$ 6,500.00
Verification Visit Services	<u>\$17,000.00</u>
TOTAL	\$23,500.00

Payments for the lump sum amount will be billed on a quarterly basis.


Cathy L. King, President
CRS Max Consultant Services, Inc.


Date