

RESOLUTION NO. 2025-3471

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING THE PROFESSIONAL SERVICES AGREEMENT OF LAGOMHR, INC. AS A HUMAN RESOURCES CONSULTANT PURSUANT TO THE AGREEMENT AND CONSULTING PROPOSAL ATTACHED HERETO AS EXHIBIT "A"; FINDING THAT THE SERVICES ARE EXEMPT FROM COMPETITIVE BIDDING PURSUANT TO SECTION 3-13(2) OF THE TOWN CODE AS PROFESSIONAL SERVICES; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside (Town") seeks to retain a Human Resources Consultant to provide related services to the Town ("Services");

WHEREAS, LagomHR, Inc. ("Consultant") has provided a proposed Professional Services Agreement attached hereto as Exhibit "A" to provide such Services at a monthly cost of \$8,000.00 ("Consulting Services Agreement"); and

WHEREAS, the Town wishes to enter into an agreement with the Consultant to provide the Services pursuant to Section 3-13(2) of the Town Code exempting professional services from competitive bidding; and

WHEREAS, the Town wishes to authorize the Town Manager to purchase the Services from the Company and enter into the Consulting Services Agreement, in substantially the form attached hereto as Exhibit "A", subject to final approval as to form, content, and legal sufficiency by the Town Manager and Town Attorney and

WHEREAS, the Town Commission finds that it is in the best interest and welfare of the Town and its residents to approve the Agreement with the Company for the Services and proceed as indicated in this Resolution.

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 LagomHR, Inc. and the Town, attached hereto as Exhibit "A", is hereby approved as of the Effective Date.

Section 3. Implementation of Contract. The Town Manager is further authorized to enter into the Consulting Services Agreement with the Consultant for the Services, substantially in the form attached hereto as Exhibit "A", subject to final approval as to form, content, and legal sufficiency by the Town Manager and Town Attorney.

Section 4. Effective Date. This Resolution shall be effective immediately upon adoption and as of the Effective Date.

PASSED AND ADOPTED on this 9th day of December, 2025.

Motion By: Commissioner Velasquez

Second By: Vice Mayor Paul

FINAL VOTE ON ADOPTION:

Commissioner Ruben A. Coto
Commissioner Nelly Velasquez
Commissioner Gerardo Vildostegui
Vice Mayor Tina Paul
Mayor Charles W. Burkett

Yes

Yes

Yes

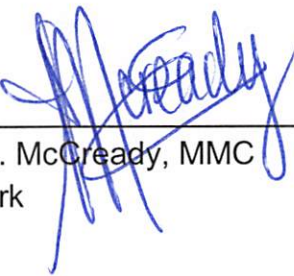
Yes

Yes



Charles W. Burkett, Mayor


Attest:



Sandra N. McCready, MMC
Town Clerk



APPROVED AS TO FORM AND LEGAL SUFFICIENCY:



Thais Hernandez, Town Attorney

PROFESSIONAL SERVICES AGREEMENT

THIS SERVICES AGREEMENT (the Agreement) is made effective, by and between **Town of Surfside** (hereinafter referred to as the **"CLIENT"**) located **9293 Harding Avenue, Surfside, Florida 33154** and **LagomHR, Inc.** (hereinafter referred to as the **"CONSULTANT"**) located at **3097 SW 111th Avenue, Miami, Florida 33165**.

THE PARTIES AGREE AS FOLLOWS:

Scope of Services

1.1 **"CONSULTANT"** will provide **"CLIENT"** with consulting services ("Services") as mutually agreed upon and described in the attached Statement of Work/HR Proposal. All consulting services to be provided hereunder will be referred to as Services. The parties may use this Agreement for multiple Statements of Work. Each Statement of Work must reference this Agreement.

1.2 Statements of Work will be written documents setting forth at a minimum:

- a. A complete, sufficiently detailed description of the types of Services to be rendered;
- b. The applicable billing rates for the Services to be rendered (Service Fees); and
- c. Any additional terms and conditions to which the parties may agree.

1.3 The parties contemplate that it may be desirable to make changes to the Statement(s) of Work. Before performing any work associated with any such change, a written Change Order shall set forth the necessary revisions to the Statement(s) of Work, and the parties, shall agree in writing that such work constitutes a change from the original Statement of Work, as amended, and that they further agree to the change provisions set forth in the Change Order. Each Change Order shall be executed and agreed to by both parties.

Obligations

2.1 **"CONSULTANT"** will provide other support services to **"CLIENT"** as both parties subsequently agree.

Services, Fees, and Expenses

3.1 **"CONSULTANT"** will provide Services pursuant to this Agreement for a monthly fee of \$8,000.00.

3.2 **"CONSULTANT"** will provide **"CLIENT"** with a monthly statement describing Services rendered in the preceding month.

3.3 **"CLIENT"** shall be responsible for submitting payment in net 30 days from receipt of the monthly statements.

Term and Termination

4.1 This Agreement shall commence as of December 09, 2025, and may remain in force up to March 31, 2026. Either party has the right to terminate this Agreement for any reason upon 30 days written notice.

Proprietary Rights: Confidential Information

5.1 **“CLIENT”** agrees that the work products from the Services provided to the **“CLIENT”** hereunder, are owned by **“CONSULTANT”** and require written authorization by **“CONSULTANT”** prior to utilizing in any manner, which may not be unreasonably withheld.

5.2 Confidential Information includes all information identified by a disclosing party as proprietary and confidential, which Confidential Information shall remain the sole property of the disclosing party unless the ownership of such Confidential Information is otherwise expressly set forth in the Agreement. Items will not be considered Confidential Information if: (a) available to public other than by a breach of an agreement by the recipient; (b) rightfully received from a third party not in breach of any obligation of any confidentiality; (c) independently developed by one party without access to the Confidential Information of the other; or (d) rightly known to the recipient at the time of disclosure as verified by its written records.

5.3 Each party agrees that it shall not use for any purpose or disclose to any third party any Confidential Information of the other party without the express written consent of the other party. Each party agrees to safeguard the Confidential Information of the other party against use or disclosure other than as authorized by or pursuant to this Agreement through measures, and exercising a degree of care, which are at least as protective as those of each party as the case may be, exercises in safeguarding the confidentiality of its own proprietary information, but no less than a reasonable degree of care under the circumstances. Each party shall permit access to the Confidential Information of the other party only to those individuals (a) who have entered into a written nondisclosure agreement with the other party on terms equally as restrictive as those set forth herein, and (b) who require access in performance of their duties to the other party in connection with the other party's rights under this Agreement.

5.4 Each party acknowledges that the wrongful use or disclosure of Confidential Information of the other party may result in irreparable harm for which there will be no adequate remedy at law. In the event of a breach by the other party or any of its officers, employees or agents of its or their obligations under this Section 5, the non-breaching party may immediately terminate this Agreement without liability to the other party, and may bring an appropriate legal action to enjoin such breach, and shall be entitled to recover from the breaching party reasonable legal fees and cost in addition to other appropriate relief.

Warranties

6.1 **"CONSULTANT"** warrants that the Services to be provided under this Agreement shall be performed in a professional manner conforming to generally accepted industry standards and practices. **"CLIENT"** agrees that **"CONSULTANT"** sole and exclusive obligation with respect to the Services covered by this limited warranty shall be, at sole discretion, to correct the nonconformity or to refund the Service Fees paid for the affected executive consulting services.

General Provisions

7.1 The relationship of **"CLIENT"** and **"CONSULTANT"** is that of independent contractor. Personnel of both parties are neither agents nor employees of the other party for federal tax purposes or any other purpose whatsoever and are not entitled to any employee benefits of the other party.

7.2 No delay, failure or default in performance of any obligation by either party, excepting all obligations to make payments hereunder, shall constitute a breach of this Agreement to the extent caused by force majeure.

7.3 Any assignment in violation of these terms is void.

7.4 Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be conclusively resolved before the federal and/or state courts in and for Miami-Dade County, Florida. Each party shall bear its own costs and attorney fees, unless a court specifically provides otherwise.

7.5 All communications between the parties with respect to any of the provisions of this Agreement shall be in writing, and shall be sent by personal delivery or by email, facsimile transmission or other commercial means of rapid delivery, postage or costs of transmission and deliver prepaid, to **"CONSULTANT"** or to **"CLIENT"** as set forth in the preamble of this Agreement, until such time as either party provided the other not less than ten (10) days prior written notice of a change of address in accordance with these provisions.

7.6 The validity of this Agreement and the rights, obligations and relations of the parties hereunder shall be construed and determined under and in accordance with the laws of the State of Florida; provided, however, that if any provision of the Agreement is determined by a court of competent jurisdiction to be in violation of any applicable law or otherwise invalid or unenforceable, such provision shall to such extent as it shall be determined to be illegal, invalid or unenforceable under such law be deemed null and void, but this Agreement shall otherwise remain in full force. Any suit to enforce any provision of this Agreement, or any right, remedy or other matter arising therefrom, shall be brought exclusively in the state or federal courts located in Miami-Dade County. Both **"CLIENT"** and **"CONSULTANT"** agree and consent to the venue in, and to the in-person jurisdiction of the aforementioned courts.

7.7 Any modification or amendment of any provision of this Agreement must be in writing and bear the signature of the duly authorized representatives of both parties. The failure of any party to enforce any right it is granted herein, or to require the performance by the other party hereto of any provision of this Agreement, or the waiver by any party of any breach of this Agreement, shall not prevent a subsequent exercise or enforcement of such provisions or be deemed a waiver of any subsequent breach of this Agreement. All provisions of this Agreement which by their own terms take effect upon the termination of this Agreement or by their nature survive termination (including without limitation the provisions of Sections 3, 5, 6, 7) shall survive such termination.

7.8 This Agreement, all attached schedules and all other agreements referred to herein or to be delivered by the parties pursuant hereto, represents the entire understanding and agreement between the parties with respect to the subject matter hereof, and merges all prior discussions between them and supersedes and replaces any and every other agreement or understanding which may have existed between the parties to the extent that any such agreement or understanding relates to providing Services to the “**CLIENT**”. “**CONSULTANT**” hereby acknowledges that it has not reasonably relied on any other representation or statement that is not contained in this Agreement or made by a person or entity other than “**CONSULTANT**” To the extent that the terms and conditions of this Agreement orders or other correspondence are inconsistent with this Agreement, this Agreement shall control.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the signed date below by both parties.

CLIENT

Acting Town Manager, Mario Diaz
Town of Surfside
9392 Harding Avenue
Miami, Florida 33154

CONSULTANT

Yolanda Menegazzo, CEO & Human Resources Consultant
LagomHR, Inc.
3097 SW 111th Avenue
Miami, Florida 33165

Amendment: This Agreement is voluntarily entered into and is at-will. That is, either party is free to terminate the Consulting Agreement at will, at any time, with or without cause with 30 days written notice. Nothing contained in any company documents shall in any way modify this at-will policy, and the at-will policy cannot be modified in any way by oral or written representation made by anyone other than the duly authorized representatives entered herein. Upon termination of this Agreement, Consultant must return all equipment or other requested materials provided by the “**CLIENT**” during the term of this Agreement.

THIS Agreement is made effective this _____ day of **June, 2025** by and between the **Town of Surfside** and **LagomHR, Inc.**

Agreed and Accepted:

Mario Diaz, Acting Town Manager
Town of Surfside


Yolanda Menegazzo, CEO & HR Consultant
LagomHR, Inc.

Date: _____

Date: _____

Memorandum

To: Town Commission
Town Manager Mario Diaz

From: Yolanda Menegazzo, CEO of LagomHR 

Date: 12/02/2025

Subject: Update on UKG Implementation Go Live Date and Extension of HR Consulting Services

Purpose

This memo provides an update regarding the UKG implementation timeline for the Town of Surfside, including revised dates, staffing considerations, training plans, and a request for extension of HR consulting services.

Revised Go Live Timeline

- **Original Go Live Date:** First payroll in January 2026
 - **Revised Go Live Date:** First payroll in March 2026
 - **Employee Clock-In Start Date:** February 16, 2026 – March 1, 2026 (first UKG pay period)
 - **First Payroll Run in UKG:** March 6, 2026
-

Key Notes

- **UKG No Additional Fees:** There are no additional fees from UKG associated with moving the Go Live date to March 6, 2026.
- **Implementation Support:** The UKG implementation team will remain with us for **two payroll processings only**. This is acceptable, as we are confident in our ability to manage payroll processing with the support of a detailed SOP manual that will be developed and delivered by the HR Consultant.
- **Consulting Services:** HR consulting services will continue at **\$8,000 per month** and are requested to be extended through **March 31, 2026** to ensure a smooth transition through the second payroll run.
- **Increased Participation:** There is renewed engagement where all critical departments are actively on board and collaboration has significantly improved compared to the early stages of the implementation.

Staffing & Training Considerations

- **Payroll/Finance Turnover:** The Town has experienced turnover in the payroll and finance department. The former payroll manager resigned, and a new finance director has recently started.
- **New Payroll Specialist:** Katherine Rivera officially joined the Town on **November 10, 2025** as the new payroll specialist. She is now beginning her UKG training. It would be unfair to expect new leadership to transition into a new system without proper training and preparation.
- **UKG Time & Attendance Representative:** The original UKG Time & Attendance representative retired. A new representative has been assigned, with the **first group meeting scheduled for Tuesday, December 9, 2025**.
- **Police Department Verification:** The Deputy Police Chief who previously set up Time & Attendance for the Police Department is no longer with the Town. This configuration must now be re-verified with the current PD management and administrative team to ensure accuracy.

Training Plan

- **Employee Trainings:** Scheduled for **early February 2026**, with step-by-step guides provided to employees covering their common tasks in UKG prepared by the HR Consultant.
- **Payroll Team Manual:** The payroll team will receive a comprehensive **step-by-step SOP manual** for payroll processing, prepared by the HR consultant, to ensure consistency and defensibility.

Payroll Schedule Reference

Pay Period Start Pay Period End Pay Date		
02/16/2026	03/01/2026	03/06/2026
03/02/2026	03/15/2026	03/20/2026

Approval Request

We respectfully request **approval from the Town Commission and Town Manager Mario Diaz** to:

1. Extend HR consulting services through **March 31, 2026** to ensure proper training, documentation, and support through the second payroll run.

Our team is committed to working diligently to ensure a smooth transition, proper training, and to avoid any unnecessary expenses.

Thank you for your continued support.