

RESOLUTION NO. 2025-3472

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AUTHORIZING THE TOWN ATTORNEY TO ENGAGE QUALIFIED OUTSIDE LEGAL COUNSEL FOR SPECIAL PROJECTS, IN AN AMOUNT NOT TO EXCEED \$125,000.00 IN FISCAL YEAR 2025-2026; 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 ENTER INTO AGREEMENTS FOR SUCH SERVICES AS DEEMED NECESSARY OR PRUDENT BY THE TOWN ATTORNEY; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, from time to time, the Town Attorney desires to consult with qualified outside legal counsel on important, specialized issues involving complex legal matters (the "Services") including but not limited to subject area expertise and trial work in such areas; and

WHEREAS, at the request of the Town Attorney, each of the qualified legal firms "Qualified Legal Firms" submitted proposed legal services agreements outlining their legal consultation services and hourly rates for the Services ("Proposals"); and

WHEREAS, the Services would be provided on an as-needed, hourly basis, as deemed necessary by the Town Attorney; and

WHEREAS funding for the Services is budgeted and available in the Town Attorney's FY2025-2026 budget, in an amount not to exceed \$125,000; and

WHEREAS, pursuant to Section 3-13(2) of the Town's Code, professional services are exempt from competitive bidding; and

WHEREAS, the Town Commission wishes to approve the Services and authorize the Town Manager to enter into agreements with each of the Qualified Legal Firms as deemed necessary or prudent by the Town Attorney; and

WHEREAS, the Town Commission finds that the Services are in the best interests and welfare of the Town.

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

1. **Recitals Adopted.** Each of the above stated recitals are hereby adopted, confirmed, and incorporated herein.
2. **Services Approved; Exemption from Competitive Bidding.** The Services in the not to exceed total amount of \$125,000 from the Qualified Legal Firms are hereby approved. The Proposals, in substantially the forms attached hereto as Exhibit "A," are hereby approved, and the Town Manager is authorized to enter into agreements with each of the Qualified Legal Firms as deemed necessary or prudent by the Town Attorney. The Town Commission finds that pursuant to Section 3-13(2) of the Town's Code, the Services are exempt from competitive bidding as professional services.
3. **Implementation.** The Town Manager and Town Officials are authorized to take any and all necessary or further action to implement the Services and the purposes of this Resolution, including the execution of a Purchase Order and any necessary agreements for the Services.
4. **Effective Date.** This Resolution shall be effective immediately upon adoption.

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

Motion By: Commissioner Vildostegui

Second By: Vice Mayor Paul

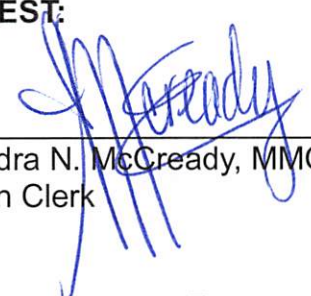
FINAL VOTE ON ADOPTION

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>



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
(Legal Services - Special Projects)

THIS AGREEMENT ("Agreement") is entered into by and between the **Town of Surfside**, a Florida municipal corporation ("Town") and **Tammi E. Bach, Esq., B.C.S. of Trask Daigneault, LLP**, a board certified specialist in City, County & Local Government Law ("Special Project Counsel"), effective this _____ day of _____, 2025.

RECITALS

WHEREAS, the Town is in need of special legal counsel to assist the Town Attorney and Town Manager Offices in special projects, on an as-needed basis, requiring sufficient legal skills and time to research, evaluate and advise on complicated legal matters facing the Town, including but not limited to, land use and development issues; and

WHEREAS, the skills and experience of the Special Project Counsel have been reviewed by the Town Attorney and Town Manager, and it has been determined that Special Project Counsel is qualified to provide specialized legal services to the Town on an as-needed basis; and

WHEREAS, the purpose of this Agreement is to set forth certain terms and conditions for the provision of services to be provided by Special Project Counsel to the Town.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the sufficiency of which is hereby acknowledged by the parties, the Town and Special Project Counsel agree as follows:

SECTION 1: INCORPORATION OF RECITALS. The foregoing Recitals are incorporated into this Agreement as true and correct statements.

SECTION 2: SPECIAL PROJECT COUNSEL'S SERVICES. This is not an exclusive contract. Special Project Counsel Legal Services are to be provided on an hourly basis at the request of the Town Attorney or Town Manager. Such requests for legal services may be submitted to the Special Project Counsel via email to tammi@cityattorneys.legal. Task-based billing may also be acceptable for specific projects and mutually agreed to by separate written work orders.

The services of Special Project Counsel are of a nature that require recognized expertise, experience, or specialized subject matter knowledge and focus above and beyond routine or normal day-to-day Town Attorney legal services. Special Project Counsel shall perform for and on behalf of the Town legal services, including but not limited to, legal matters in the areas of land use and environmental law, special legal research, special legal opinions, and any other legal matters requested by the Town. Special Project Counsel will consult with the Town Attorney and/or Town Manager, as appropriate, concerning how to best advise the Town.

SECTION 3: INDEPENDENT CONTRACTOR RELATIONSHIP. No relationship of employer or employee is created by this Agreement, it being understood that Special Project Counsel will act hereunder as an independent contractor and none of the Special Project Counsel's, officers, directors, employees, independent contractors, representatives or agents performing services for Special Project Counsel pursuant to this Agreement shall have any claim under this Agreement or otherwise against the Town for compensation of any kind under this Agreement. The relationship between the Town and Special Project Counsel is that of independent contractors, and neither shall be considered a joint venturer, partner, employee, agent, representative, or other relationship of the other for any purpose, expressly or by implication.

SECTION 4: TERMINATION.

Termination without cause. Either party may terminate this Agreement at any time without cause by giving not less than thirty (30) days prior written notice of termination. The Town is responsible for paying Special Project Counsel for all legal services provided up to the date of termination.

SECTION 5: COMPENSATION.

a. Payments. The Town agrees to compensate Special Project Counsel for services provided in the amount of Three Hundred Dollars and 00/100 (\$300.00) per hour. Reasonable expenses are not included in the hourly rate and will be assessed separately. Travel time is charged at the hourly rate of \$300/hour, but the Town is not responsible for reimbursing costs for mileage or fuel if Special Project Counsel travels by automobile. Any travel reimbursements from the Town, such as hotel, airfare, etc. for Special Project Counsel, shall be pre-approved by the Town, in writing, prior to Special Project Counsel incurring such travel expenses.

b. Invoices. Special Project Counsel shall render invoices to the Town for services that have been rendered in accordance with this Agreement in the previous month. Invoices will be reviewed and normally paid within thirty (30) days following the Town's receipt of the Special Project Counsel's invoice. Invoices shall be submitted to:

Town of Surfside
Attn: Town Attorney, Thais Hernandez
9293 Harding Avenue
Surfside, FL 33154

With a copy to:

Town of Surfside
Attn: Town Manager, Mark Blumstein
9293 Harding Avenue
Surfside, FL 33154

Or electronically to: thernandez@townofsurfsidefl.gov and mblumstein@townofsurfsidefl.gov

If the Town has questions or concerns regarding an invoice, it will notify Special Project Counsel regarding the same within ten (10) days of receiving the invoice. The Town will then pay the invoice within thirty (30) days of resolving the outstanding issues.

SECTION 6: COMPLIANCE. Each of the parties agrees to perform its responsibilities under this Agreement in conformance with all laws, regulations, and administrative instructions that relate to the parties' performance of this Agreement.

SECTION 7: AUTHORITY TO PRACTICE AND INSURANCE. Special Project Counsel hereby represents and warrants that she has and will continue to maintain all licenses and approvals required to conduct her business and provide the legal services required under this Agreement, and that she will at all times conduct her business and provide the legal services under this Agreement in a reputable manner. Proof of such licenses and approvals shall be submitted to the Town upon request. Special Project Counsel carries Commercial General Liability insurance and Professional Liability insurance, and proof of insurance coverage shall be provided to the Town upon request.

SECTION 8: SEVERABILITY. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

SECTION 9: NOTICE. All notices required in this Agreement shall be sent by certified mail, return receipt requested, or by nationally recognized overnight courier, and if sent to the Town and shall be sent to:

Town of Surfside
Attn: Town Attorney, Thais Hernandez
9293 Harding Avenue
Surfside, FL 33154

With a copy to:

Town of Surfside
Attn: Town Manager, Mark Blumstein
9293 Harding Avenue
Surfside, FL 33154

and if sent to the SPECIAL PROJECT COUNSEL, it shall be

sent to: Attn: Tammi E. Bach
Trask Daigneault, LLP
1001 S. Ft. Harrison Ave., Ste. 201
Clearwater, FL 33756

The foregoing names and addresses may be changed if such change is provided in writing to the other party.

SECTION 10: PUBLIC RECORDS. Special Project Counsel shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes (§ 119.0701), and, if determined to be acting on behalf of the Town as provided under section 119.011(2), Florida Statutes, specifically agrees to:

- (a) Keep and maintain public records required by the Town to perform the service.
- (b) Upon request from the Town's custodian of public records or designee, 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 in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) 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 this Agreement and following completion of this Agreement if Special Project Counsel does not transfer the records to the Town.
- (d) Upon completion of this Agreement, transfer, at no cost, to the Town all public records in possession of Special Project Counsel or keep and maintain public records required by the Town to perform the service. If Special Project Counsel transfers all public records to the Town upon completion of the Agreement, Special Project Counsel shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Special Project Counsel keeps and maintains public records upon completion of the Agreement, Special Project Counsel shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records or designee, in a format that is compatible with the information technology systems of the Town.

IF SPECIAL PROJECT COUNSEL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SPECIAL PROJECT COUNSEL'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: ATTN: TOWN CLERK (305) 861-4863, SMCCREADY@TOWNOFSURFSIDEFL.GOV, 9293 HARDING AVENUE, SURFSIDE, FL 33154.

SECTION 11: ENTIRETY OF AGREEMENT. The Town and Special Project Counsel agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded, or otherwise altered,

except by written instrument executed by the parties hereto.

SECTION 12: WAIVER. Failure of a party to enforce or exercise any of its right(s) under this Agreement shall not be deemed a waiver of that parties' right to enforce or exercise said right(s) at any time thereafter.

SECTION 13: COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Professional Services Agreement as of the day and year first set forth above.

ATTEST:

TOWN OF SURFSIDE

By: _____
Sandra McCready, MMC
Town Clerk

By: _____
Mark Blumstein, Esq.
Town Manager

SPECIAL PROJECT COUNSEL:

By: _____
Thais, Hernandez, Esq.
Town Attorney

By: _____
Tammi E. Bach, Esq.
TRASK DAIGNEAULT, LLP

PLANTATION
8201 Peters Road
Suite 1000
Plantation, Florida 33324
(954) 315-0268 Tel

Nabors
Giblin &
Nickerson P.A.
ATTORNEYS AT LAW

TAMPA
2502 Rocky Point Drive
Suite 1060
Tampa, Florida 33607
(813) 281-2222 Tel
(813) 281-0129 Fax

TALLAHASSEE
1500 Mahan Drive
Suite 1500
Tallahassee, Florida 32308
(850) 224-4070 Tel
(850) 224-4073 Fax

November 17, 2025

Sent via Email

Thais Hernandez, Esq.
Town Attorney
Town of Surfside, FL
9293 Harding Avenue
Surfside, FL 33154

Re: Legal Services – General Matters

Dear Ms, Hernandez:

Thank you for providing Nabors, Giblin & Nickerson, P.A. (the “Firm”) with the opportunity to represent the Town of Surfside (the “Town”) in connection with special counsel services on an as needed basis.

To memorialize the terms of our engagement with the Town, we propose that the legal services be compensated on an hourly basis at the following hourly rates:

Firm Partners and Of Counsel	\$350 per hour
Firm Associates	\$275 per hour
Law Clerks/Paralegals	\$75 per hour

Time spent in travel would not be charged.

In addition to the compensation specified above, expenses incurred which are directly related to the provision of services will be reimbursed, including, but not limited to: copy and fax costs, long distance telephone costs, express mail and on-line research expenses. Travel expenses, to the extent required, will be reimbursed in accordance with the provisions governing the travel of public officers and employees contained in section 112.061, Florida Statutes.

The Firm understands that the legal file created in this representation of the Town is a public record, except to the extent it is temporarily exempt from disclosure under Chapter 119, Florida Statutes, and that Section 286.011, Florida Statutes, may apply to this provision of legal services pursuant to this

Engagement.

Pursuant to Florida Statutes s. 119.0701, the Firm shall:

- 1) Keep and maintain public records that ordinarily and necessarily would be required by the Town in order to perform the service.
- 2) Provide the public with access to public records on the same terms and conditions that the Town would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- 3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- 4) Meet all requirements for retaining public records and transfer, at no cost, to the Town all public records in possession of the Firm upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Town in a format that is compatible with the information technology systems of the Town.

IF THE FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SPECIAL COUNSEL'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS ENGAGEMENT, CONTACT THE PUBLIC RECORDS CUSTODIAN FOR THE TOWN.

All written and oral information not in the public domain and not previously known, and all information and data obtained, developed, or supplied by the Town or at its expense shall be kept confidential by the Firm and shall not be disclosed to any other party, directly or indirectly, without the Town's prior written consent unless required by an order issued by a court or like authority of lawful jurisdiction.

To the extent you provide us with original documents during the course of this matter, we will hold these records for you during the pendency of your action. At the conclusion of your matter, we will contact you and make arrangements for the return of the records you provided. We will retain our file of your matter for our Firm's normal retention period, which may be retained in electronic format.

All requests for payment of expenses eligible for reimbursement under this Engagement shall include copies of paid receipts, invoices, or other documentation acceptable to the Town. Such documentation shall be sufficient to establish that the expenses were actually incurred and necessary in the performance of the legal services. Payment of each statement will be due within forty-five (45) days of its date, pursuant to §218.70, Florida Statutes, the Local Government Prompt Payment Act.

We appreciate your consideration of our Firm for this matter. Should you require any additional information, please do not hesitate to contact me. Otherwise, I request that you sign and return a copy of this agreement at your convenience.

Very truly yours,

/s/Valerie Vicente

Valerie Vicente
Shareholder

Acceptance by the
Town of Surfside:

By: _____

Print Name: _____

Title: _____

Jack R. Reiter | Jack.Reiter@gray-robinson.com | D 305.913.0378
333 SE 2nd Avenue, Suite 3200, Miami, Florida 33131 | T 305.416.6880 | F 305.416.6887

December 2, 2025

VIA E-MAIL

Thais Hernandez
Town Attorney
Town of Surfside
9293 Harding Avenue
Surfside, Florida 33154
Email: thernandez@townofsurfsidefl.gov

Re: *Town of Surfside*
Special Projects Engagement Letter

Dear Ms. Hernandez:

I am pleased to submit this proposal for legal work consisting of “Special Projects” as may be requested and needed by the Town of Surfside, Florida (the Town) from time-to-time. The enclosed information outlines our proposed service agreement and rates for the duration of our engagement.

GrayRobinson has the experience and personnel to assist the Town with Special Projects and any of its municipal needs including:

- Providing legal advice and guidance to the Mayor, Town Commission, Town Manager, Town Attorney, and Town staff.
- Drafting and reviewing ordinances, resolutions, and legal opinions or providing advice relating to thereto.
- Preparing and negotiating Town contracts and interlocal agreements.
- Developing procurement documents and resulting vendor and construction contracts.
- Assisting with public records, sunshine law and ethics requirements.
- Providing guidance with code enforcement.
- Advising on land-use and zoning matters.
- Assisting with human resources and labor matters.

For work on such Special Projects we would propose billing as follows:

- **Shareholders:** \$325/hour
- **Of Counsel:** \$300/hour
- **Senior Associate:** \$225/hour
- **Junior Associate:** \$200/hour
- **Clerk/Paralegal:** \$175/hour

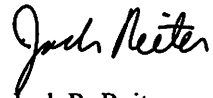
Special Projects performed by GrayRobinson under this fee structure would not include litigation or appeals. For matters that require litigation in state, federal or appellate courts, we would address such rates on a case-by-case basis with the Town to ensure that every case is staffed with attorneys that have the requisite level of experience.

Reimbursable Expenses:

We will also seek reimbursement for actual costs incurred in the provision of legal services, including but not limited to copy costs or overnight delivery charges.

We appreciate your consideration of GrayRobinson for Special Projects counsel. Please contact me if you need any additional information or clarification, and we understand that the Town will send a separate, formal engagement letter.

Sincerely,



Jack R. Reiter
Appellate and Trial Support Team Leader

JRR/nk