

RESOLUTION NO. 2026- 3484

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING A PROJECT AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES, INC. TO PROVIDE GEOGRAPHIC INFORMATION SYSTEMS SUPPORT SERVICES PURSUANT TO THE CONTINUING SERVICES AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES; AUTHORIZING THE EXPENDITURE OF FUNDS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 287.055, Florida Statutes (also known as the Consultants' Competitive Negotiation Act), the Town of Surfside (the "Town") entered into a Continuing Services Agreement with Kimley-Horn and Associates, Inc. ("Consultant") for professional engineering services and other services following the adoption of Resolution No. 2025-3393 on April 8, 2025 (the "CSA"); and

WHEREAS, in accordance with the provisions of the CSA, the Consultant and the Town have agreed to enter into a specific Project Agreement (the "Project Agreement") in substantially the form attached hereto as Exhibit "1", authorizing the Consultant to perform Geographic Information Systems support services to maintain and enhance the Town's geospatial data and mapping systems (the "Services"); and

WHEREAS, the Consultant's Proposal attached to the Project Agreement as Exhibit "A," provides for a scope of services detailing the Services to be provided by the Consultant, as well as a schedule for performance and compensation for the Services in an amount not to exceed \$63,052.00; and

WHEREAS, pursuant to the CSA, the Town Commission wishes to approve the Project Agreement in substantially the form attached hereto as Exhibit "1," and the

Consultant's Proposal attached to the Project Agreement as Exhibit "A," and authorize the expenditure of such funds; and

WHEREAS, the Town Commission finds that this Resolution is in the best interest and welfare of the Town and its residents.

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 Project Agreement and Proposal. The Project Agreement, attached hereto as Exhibit "1" and the Consultant's Proposal attached thereto as Exhibit "A" are hereby approved in substantially the same forms attached hereto, subject to final approval as to form and legal sufficiency by the Town Manager and Town Attorney.

Section 3. Authorization; Expenditure of Funds. Pursuant to the CSA, the Town Manager is hereby authorized to enter into a Project Agreement, in substantially the form attached hereto as Exhibit "1," for the Services consistent with the Consultant's Proposal attached thereto as Exhibit "A", in an amount not to exceed \$63,052.00.

Section 4. Implementation. The Town Manager and Town Officials are authorized to take any and all necessary or further action to implement the purchase of the Work and the purposes of this Resolution.

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

PASSED AND ADOPTED on this 10th day of February, 2026.

Motion By: Vice Mayor Paul

Second By: Commissioner Coto

FINAL VOTE ON ADOPTION:

Commissioner Ruben A. 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>

Attest:



Sandra N. McCreedy, MMC
Town Clerk





Charles W. Burkett, Mayor

Approved as to Form and Legal Sufficiency:



Thais Hernandez, Town Attorney

PROJECT AGREEMENT

PROJECT NAME: Geographic Information Systems (GIS) Retainer Services

This Project Agreement ("Agreement") is made effective as of _____, 2026 (the "Effective Date") between the Town of Surfside (the "Town") and Kimley Horn (the "Consultant"), with each being referred to herein as a "Party" or collectively as the "Parties".

WHEREAS, this Agreement is subject to the provisions contained in the "Continuing Services Agreement for Professional Engineering Services" between the Parties (hereinafter "the Continuing Services Agreement") which was competitively procured through Request for Qualifications (RFQ) No. 2023-06 in accordance with Section 287.955, Florida Statutes; and

WHEREAS, the Town desires to retain Consultant to provide professional engineering services to the Town relating to Geographic Information Systems (GIS) support (the "Services"); and

WHEREAS, the Consultant is engaged in the business of providing such services and is willing to provide those services; and

WHEREAS, the Consultant has provided a Project Scope of Services and Schedule attached hereto as Exhibit "A" for the work to be completed in a period of twelve (12) months at a total cost not to exceed \$63,052; and

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

WHEREAS, this Project Agreement authorizes Consultant to provide the services as set forth herein.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Town and Consultant hereby agree as follows:

1. **RECITALS.** The above and foregoing recitals are true and correct and are incorporated herein by this reference.

2. **TERM.** This Agreement shall commence on the Effective Date and shall continue for twelve (12) months and may be earlier terminated in accordance with the provisions of this Agreement. 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. The Agreement may be renewed or extended for two (2) additional one-year terms by written mutual agreement. The Town shall provide written notice to Consultant of its interest in renewing this Agreement at least thirty (30) days prior to the end of the initial term or any renewal term. Any renewal or extension of this Agreement shall require written approval by the Town Manager.

3. **COMMENCEMENT.** Services provided by the Consultant under this Project Agreement and the time frames applicable to this Project Agreement shall commence upon the date provided in a written Notice to Proceed ("Commencement Date") provided to the Consultant by the Town. The Consultant shall not incur any expenses or obligations for payment to third parties prior to the issuance of the Notice to Proceed. Consultant must receive written notice from the Town Manager prior to beginning

the performance of services. Upon receipt of the Notice to Proceed, the Consultant shall provide services to the Town beginning on the Commencement Date, and shall continuously perform services for the Town, without interruption, in accordance with the time frames set forth in the "Scope of Services and Project Schedule", attached hereto as Exhibit "A".

4. SERVICES. During the term of this Agreement, Consultant shall serve as an independent Consultant to the Town and shall provide the Services identified in Exhibit "A" (the "Services"). Consultant shall only perform those Services reflected in Exhibit "A" to which the Town has expressly consented to in writing. Consultant shall furnish its own equipment and supplies and is responsible for any other business expenses. The Services shall be the only services provided by Consultant pursuant to this Agreement unless altered with the mutual written consent of both Parties to this Agreement. As part of the scope of services and project schedule, the Consultant shall provide the Town the Deliverables identified in the Project Scope of Services and Schedule, attached hereto as Exhibit "A".

5. COMPENSATION. In consideration of the Consultant's actions on behalf of the Town and the Services rendered hereunder, the Town shall compensate Consultant according to the fee rates set forth in Exhibit "A," attached and incorporated herein for all purposes. The total amount paid to Consultant for Services rendered pursuant to this Agreement shall not exceed \$63,052 (the "Fee"). All Services performed shall be invoiced to the 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. Invoices shall be paid upon satisfactory completion of such Services. The Town is obligated to pay all proper invoices in accordance with the Local Government Prompt Payment Act in Chapter 218, Florida Statutes.

5.1 Retainage. The Town reserves the right to withhold retainage in the amount of ten percent (10%) of any payment due to the Consultant until the project is completed. Said retainage may be withheld at the sole discretion of the Town and as security for the successful completion of the Consultant's duties and responsibilities under the Project Agreement.

5.2 Final Payment. Submission of the Consultant's invoice for final payment and reimbursement shall constitute the Consultant's representation to the Town that, upon receipt from the Town of the amount invoiced, all obligations of the Consultant to others, including but not limited to its subConsultants, incurred in connection the Project shall be paid in full. The Consultant shall deliver to the Town all documents requested by the Town evidencing payments to any and all subConsultants, and all final specifications, plans or other documents as dictated in the Scope of Services and Deliverables. Acceptance of final payment shall constitute a waiver of all claims against the Town by Consultant.

5.3 Suspension of Payment. In the event that the Town becomes credibly informed that any representations of the Consultant are wholly or partially inaccurate, or in the event that the Consultant is not in compliance with any term or condition of this Project Agreement, the Town may withhold payment of sums then or in the future otherwise due to the Consultant until the inaccuracy, or other breach of Project Agreement, and the cause thereof, is corrected to the Town's reasonable satisfaction.

6. TERMINATION.

6.1 Termination For Convenience. This Agreement may be terminated by Town for convenience upon seven (7) calendar days' written notice to Consultant. In the event of termination by Town, Consultant shall be paid for all work completed prior to the date of such termination.

6.2 Termination For Cause. This Agreement may be terminated by either party upon five (5) calendar days' written notice in the event the other party materially breaches this Agreement and fails to cure such breach within the timeframe to cure, if any, specified in the notice.

7. INDEPENDENT CONSULTANT. During the term of this Agreement, Consultant shall be an independent Consultant and not an employee of the Town. Consultant is not an agent of, or authorized to transact business, enter into agreements, or otherwise make commitments on behalf of the Town, unless expressly authorized in writing by the Town Manager or his designee. Consultant shall perform the Services at the request of the Town Manager of the Town or his designee. Nothing set forth in this Agreement shall be construed to create the relationship of employer and employee or principal and agent between the Town and Consultant. 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.

8. SUBCONSULTANTS. The Consultant shall be responsible for all payments to any subConsultants and shall maintain responsibility for all work related to the Services. The Consultant may only utilize the services of a particular subConsultant 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.

9. TOWN'S RESPONSIBILITIES.

9.1 Town shall make available any maps, plans, existing studies, reports, staff and representatives, and other data pertinent to the Services and in Town's possession, and provide criteria requested by the Consultant to assist the Consultant in performing the Services.

9.2 Upon the Consultant's request, the Town shall reasonably cooperate in arranging access to public information that may be required for the Consultant to perform the Services.

10. CONSULTANT'S RESPONSIBILITIES; REPRESENTATIONS AND WARRANTIES.

10.1 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.

10.2 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 Consultant 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.

10.3 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.

11. MISCELLANEOUS.

11.1 **Notices.** 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:

To Town: Office of the Town Manager
9293 Harding Avenue
Surfside, FL 33154

And

Office of the Town Attorney
9293 Harding Avenue
Surfside, FL 33154

To Consultant:

Either Party may change the person or address to which notices and other communications are to be sent by giving written notice of the change in the manner specified in this paragraph.

11.2 **Licenses:** 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 Consultant of the Town. Proof of such licenses and approvals shall be submitted to the Town upon request. 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 reputable manner.

11.3 **Conflict of Interest.** 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.

11.4 **Binding Agreement.** 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.

11.5 **Effective Date.** This Agreement shall be effective upon the Effective Date notwithstanding the actual date of approval or execution by either Party and shall be effective until its expiration date or upon termination by either Party, whichever comes first.

11.6 **Days.** Unless otherwise specified, any reference to days in this Agreement shall mean calendar days.

11.7 **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.

11.8 **Compliance with Laws.** Consultant agrees to comply with all laws, ordinances, rules, and regulations that are now or may become applicable to the Services covered by this Agreement, including the provisions listed in Composite Exhibit "B", regardless of the applicable jurisdiction. Consultant shall make its services available to the Town without regard to race, color, religion or sex, or as otherwise provided by law.

11.9 **Successors and Assigns.** This Agreement shall be binding upon the Parties and their respective successors, heirs and assigns.

11.10 **Non-Assignability.** This Agreement and the duties delegated hereunder shall not be assignable by Consultant without the prior written consent of the Town Manager. In entering into this Agreement, the Town is relying upon the apparent qualifications and expertise of the Consultant and its familiarity with the Town's area, circumstances and desires.

11.11 **Severability.** The Parties to this Agreement expressly agree that it is not their intention to violate any public policy, statutory or common law rules, regulations, or decisions of any governmental or regulatory body. If any provision of this Agreement is judicially or administratively interpreted or construed as being in violation of any such policy, rule, regulation, or decision, the provision, sections, sentence, word, clause, or combination thereof causing such violation will be inoperative (and in lieu thereof there will be inserted such provision, section, sentence, word, clause, or combination thereof as may be valid and consistent with the intent of the Parties under this Agreement) and the remainder of this Agreement, as amended, will remain binding upon the Parties, unless the inoperative provision would cause enforcement of the remainder of this Agreement to be inequitable under the circumstances.

11.12 **Headings.** The sections headings used in this Agreement are for reference and convenience only and shall not enter into the interpretation hereof.

11.13 **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 herein shall survive the termination of this Agreement.

11.14 **Waiver; Cumulative Remedies.** 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.

11.15 **Force Majeure.** Non-performance of the Parties 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 ("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.

11.16 **Governing Law; Venue.** This Agreement shall be governed by and construed in accordance with, the laws of the State of Florida. The exclusive venue for any dispute arising from this Agreement shall be the Circuit Court of Miami-Dade County, Florida.

11.17 **Attorneys' Fees; Waiver of Jury Trial.** In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable 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.

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.

11.18 **Entire Agreement; Conflict with Exhibits.** This Agreement, including any Exhibits referenced herein, constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all previous written, and all previous or contemporaneous oral, negotiations, understandings, arrangements, and agreements. In the event of any conflict or inconsistency between the body of this Agreement and any Exhibit or Schedule hereto including Consultant's Terms and Conditions referenced therein, the terms and provisions of this Agreement, as may be amended by the Parties, shall prevail and be given priority. Unless expressly provided for otherwise in this Agreement, this Agreement may be amended only by a written amendment signed by both Parties hereto.

11.19 **Indemnification.** To the extent permitted by law, Consultant agrees to indemnify, defend, and hold harmless the Town and its directors, officers, attorneys, and employees from and against any and all liability, demands, claims, suits, causes of action, actions, damages, costs, losses, expenses, or judgments, including reasonable attorneys' fees, demands and claims for personal injury, bodily injury, sickness, diseases or death or damage or destruction of tangible property or loss of use resulting therefrom, arising from the Consultant's performance or non-performance of any provision of this Agreement, any errors, omissions, misconduct or negligent acts of Consultant, its respective officials, agents, employees or subConsultants in the Consultant's performance of Services pursuant to this Agreement, including but not limited to liabilities arising from contracts between the Consultant and any 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 her/its performance or non-performance of this Agreement. The provisions of this section shall survive termination of this Agreement.

11.20 **Sovereign Immunity.** Nothing in this Agreement shall be deemed or treated as a waiver by the Town of any immunity to which it is entitled by law, including but not limited to the Town's sovereign immunity as set forth in Section 768.28, Florida Statutes, as may be amended from time to time.

11.21 **No 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.

11.22 **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.

11.23 **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.

11.24 **Access to Records and Audit Clause.** Consultant agrees to permit the Town to examine all records which are, in any way, related to the Services provided under this Agreement, and grants to the Town the right to audit any books, **documents** and papers of Consultant that were generated during the course of the administration of this Agreement. Consultant shall maintain the records, books, documents and papers associated with this Agreement in accordance with the "Public Records Act", and in accordance with the Florida Statutes, as further described herein.

11.25 **State Required Affidavits.** By entering into this **Agreement**, the Consultant agrees to review and comply with the following state affidavit requirements:

11.25.1 E-Verify Affidavit. In accordance with Section 448.095, Florida Statutes, the Town requires all Consultants 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 of 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 Consultant 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 subConsultants; and has executed the required affidavit attached hereto and incorporated herein.

11.25.2 Noncoercive Conduct Affidavit. Pursuant to Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with a governmental entity is required to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06(2)(a), Florida Statutes. By entering into this Agreement, the Consultant acknowledges that it has read Section 787.06, Florida Statutes, and will comply with the requirements therein, and has executed the required affidavit attached hereto and incorporated herein.

11.25.3 Prohibition on Contracting with Entities of Foreign Concern - Affidavit. Pursuant to Section 287.138, Florida Statutes (which is expressly incorporated herein by reference), a governmental entity may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if (a) the entity is owned by the government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in the entity; or (c) the entity is organized under the laws of or has its principal place of business in a foreign

country of concern. By entering into this Agreement, the Consultant acknowledges that it has read Section 287.138, Florida Statutes, and complies with the requirements therein, and has executed the required affidavit attached hereto and incorporated herein.

11.25.4 Compliance with Public Entity Crimes Statute. The 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.

11.25.5 Scrutinized Companies Certification. Consultant certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, Florida Statutes, the Town may immediately terminate this Agreement at its sole option if the Consultant is found to have submitted a false certification; or if the Consultant is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement. If this Agreement is for more than one million dollars, the Consultant certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Terrorism Sectors List, 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, Florida Statutes. Pursuant to Section 287.135, Florida Statutes, the Town may immediately terminate this Agreement at its sole option if the Consultant is found to have submitted a false certification; or if the Consultant is placed on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Terrorism Sectors List, Scrutinized Companies with Activities in Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

12. INSURANCE.

12.1 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 Client, 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. In the event any request for the performance of services presents exposures to the Town not covered by the requirements set forth below, the Town reserves the right to add insurance requirements that will cover such an exposure.

12.2 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.

12.3 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, subConsultant or agent of the Consultant shall be allowed to provide Services pursuant to this Agreement who is not covered by Worker's Compensation insurance.

12.4 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.

12.5 Notwithstanding the preceding, the commercial auto policy requirement may be waived where a Consultant affirmatively asserts in writing by initialing below that: 1) its vehicle usage is not in connection with the services provided to the Town; 2) it is instead using its vehicles solely to travel to/from the Town for the contracted activity; and 3) is not using a vehicle to shuttle or transport any person or persons as part of the services it is providing to the Town. The Parties acknowledge that the Town's waiver of this provision is made in reliance on the proceeding assertions by the Provider. Consultant Initials: ____ Town Initials: ____

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

12.7 **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.

12.8 **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.

12.9 **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.

12.10 **Cancellation; Replacement Required.** Consultant will file replacement certificates 30 days prior to expiration or termination of the required insurance occurring prior to the acceptance of the work by the Town. If a required policy is canceled without Consultant's prior knowledge, Consultant will notify the Town immediately upon becoming aware that a required insurance coverage

has been canceled for any reason, and promptly replace the canceled policy. The Town expressly reserves the right to replace the canceled policy at Consultant's expense if Consultant fails to do so.

12.11 **Termination of Insurance.** Consultant may not cancel the insurance required by this Contract until the work is completed, accepted by the Town and Consultant has received written notification from the Town Manager that Consultant may cancel the insurance required by this Contract and the date upon which the insurance may be canceled.

12.12 **Liabilities Unaffected.** Consultant's liabilities under this Contract will survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverages. Similarly, Consultant's liabilities under this Contract will not be limited to the extent of the existence of any exclusions or limitations in insurance coverages, or by Consultant's failure to obtain insurance coverage.

12.13 Consultant will not be relieved from responsibility to provide required insurance by any failure of the Town to demand such coverage, or by Town's approval of a policy submitted by Consultant that does not meet the requirements of this Contract.

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

13. **Public Records** Consultant agrees to keep and maintain public records in her/its possession or control in connection with her/its performance under this Agreement. She/it additionally agree to comply specifically with the provisions of Section 119.0701, Florida Statutes.

13.1 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.

13.2 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.

13.3 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.

13.4 Upon completion of this Agreement, transfer, at no cost, to the Town all public records in possession of Consultant or keep and maintain public records required by the Town to perform the service. If Consultant transfers all public records to the Town upon completion of this Agreement, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Consultant keeps and maintains public records upon completion of this Agreement, Consultant shall meet all applicable requirements for retaining public records. All records stored electronically by Consultant shall be delivered to the Town, upon request from the Town's Custodian of Records, in a format that is compatible with the Town's information technology systems.

13.5 Any compensation due to Consultant shall be withheld until all records are received as provided herein.

13.6 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.

Section 119.0701(2)(a), Florida Statutes

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.

Custodian of Public Records: Sandra McCready, MMC, TOWN CLERK

Mailing address: 9293 Harding Avenue, Surfside, Florida 33154

Telephone number: 305-861-4863

Email: smccready@townofsurfsidefl.gov

[Remainder of page intentionally left blank. Signature pages follow.]

IN WITNESS WHEREOF, Consultant has signed and delivered this Agreement, and the Town has caused this Agreement to be signed and delivered by its duly authorized officer or representative, all as of the date first set forth above.

TOWN OF SURFSIDE

CONSULTANT:

By:

Mario Diaz
Acting Town Manager
Date: _____

By: _____

Name: _____
Title: _____
Date: _____

Attest:

Sandra McCready
Town Clerk
Date: _____

Approved as to form and legal sufficiency:

By:

Thais Hernandez, Esq.
Town Attorney
Date: _____

EXHIBIT "A"

PROPOSAL/SCOPE OF SERVICES

COMPOSITE EXHIBIT "B"

E-VERIFY AFFIDAVIT

In accordance with Section 448.095, Florida Statutes, the Town requires all Consultants 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 of 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-participation/enrollment-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 subConsultants.

☐ **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: _____

Witness #2 Print Name: _____

Title: _____

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

**AFFIDAVIT ATTESTING TO
NONCOERCIVE CONDUCT FOR LABOR OR SERVICES**

Effective July 1, 2024, Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with a governmental entity is required to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06(2)(a), Florida Statutes.

By signing below, **I hereby affirm under penalty of perjury that:**

1. I have read Section 787.06, Florida Statutes, and understand that this affidavit is provided in compliance with the requirement that, upon execution, renewal, or extension of a contract between a nongovernmental entity and a governmental entity, the nongovernmental entity must attest to the absence of coercion in labor or services.
2. I am an officer or representative of _____, a nongovernmental entity.
3. _____ does not use coercion for labor or services as defined in the relevant section of the law.

In the presence of: **Under penalties of perjury, I declare that I have read the foregoing and the facts stated in it are true:**

Witness #1 Print Name: _____

Print Name: _____

Witness #2 Print Name: _____

Title: _____

Entity Name: _____

OATH OR AFFIRMATION

State of Florida

County of _____

Sworn to (or affirmed) and subscribed 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

**AFFIDAVIT REGARDING PROHIBITION ON CONTRACTING WITH
ENTITIES OF FOREIGN COUNTRIES OF CONCERN**

Pursuant to Section 287.138, Florida Statutes (which is expressly incorporated herein by reference), a governmental entity may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if (a) the entity is owned by the government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in the entity; or (c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern.

This affidavit must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a governmental entity which would grant the entity access to an individual's personal identifying information.

1. _____ ("entity") does not meet any of the criteria in paragraphs (2)(a)-(c) of Section 287.138, F.S.

In the presence of: **Under penalties of perjury, I declare that I have read the foregoing and the facts stated in it are true:**

_____ Witness #1 Print Name: _____ _____ _____ Witness #2 Print Name: _____ _____	_____ Print Name: _____ _____ Title: _____ _____ Entity Name: _____ _____
--------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------

OATH OR AFFIRMATION

State of Florida

County of _____

Sworn to (or affirmed) and subscribed 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



December 18, 2025

Andre Eugent
Public Works / CIP Director
Town of Surfside
9293 Harding Avenue
Surfside, Florida 33154

Re: **PROFESSIONAL SERVICES AGREEMENT GIS PROGRAM SUPPORT AND HOSTING
TOWN OF SURFSIDE, FL**

Dear Mr. Eugent,

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant"), in connection with the Town of Surfside "Continuing Professional Engineering Services Agreement RFQ No. 2020-06" is pleased to submit this letter agreement (the "Agreement") to Town of Surfside ("Client" or "Town") to continue providing professional services associated with Geographic Information Systems (GIS) support to the Town.

Project Understanding

Kimley-Horn will continue to provide monthly GIS data maintenance, data hosting, and updates to access. The internal interface allows employees to view sensitive content/data (i.e. utility information). Kimley-Horn will continue providing monthly GIS data maintenance, hosting, and updates for the Town's existing Esri ArcGIS Online (AGOL) organizational account, which stores the Town's published GIS data. This AGOL account includes both public-facing web applications that display non-sensitive data accessible to the public and internal web applications that require employee login for access. The internal interface enables employees to view sensitive information, such as utility data for water and sewer.

Scope of Services

Kimley-Horn will provide the services specifically set forth below.

TASK 1: MAINTENANCE AND HOSTING SUPPORT

Kimley-Horn will continue the maintenance and support associated with the Town's Esri AGOL account. Kimley-Horn will lead the coordination efforts associated with the Town's annual renewal of the AGOL account directly with Esri. The AGOL account will continue to be registered to the Town with assigned secondary administrative control given to Kimley-Horn for the management of the Town's account, data storage, and data management.

Kimley-Horn will provide minor monthly updates not to exceed five (5) hours of support per month within the twelve (12) month contract period.

Monthly updates may include but are not limited to the following:

- Minor ESRI Software updated, Patches and Hot Fixes
- ESRI License Server Administration
- Maintain and support the existing Web mapping applications
 - Act as the point of contact for service-related issues and requests
 - Maintain current publishing of data sources utilized in web services
- Provide IT support for hosted GIS services infrastructure
- Document and keep up-to-date GIS layers inventory

The Town will be responsible for all fees and additional cost associated with maintenance of the AGOL account as outlined within this scope and will be billed as a direct expense from Kimley-Horn through this contract.

TASK 2: GIS SUBMITTAL FOR DIVISION OF ENVIRONMENTAL RESOURCES MANAGEMENT (DERM)

Kimley-Horn will provide up to ten (10) hours a month for data updates and creation of data to the Town's utilities GIS datasets. The utility datasets schema and attribution will meet the annual GIS submittal required by DERM. These datasets may include but are not limited to the following:

- Water Utilities
 - Backflow Preventor
 - Control Valves
 - Fittings
 - Hydrants
 - Meters
 - Structures
 - Valve boxes
 - Water Services
 - Water Mains
 - Water Tank
- Sewer Distribution System
 - Cleanouts
 - Discharge Structure
 - Gravity Sewer Mains
 - Fittings
 - Flow Meters
 - Force Mains
 - Laterals
 - Lift Stations
 - Manholes
 - Treatment Plant
 - Wells
 - Valves
- Customer Data
 - Water Customer
 - Sewer Customer
 - Water and Sewer Customer

Kimley-Horn will upload the updated GIS DERM utility dataset package into the DERM file transfer site before January 6, 2026, on behalf of the Town. All files transmitted will meet DERM's GIS utility regulatory requirements.

TASK 3 GIS DATA MAINTENANCE AND MAPS

Kimley-Horn will provide up to six (6) hours a month within the twelve (12) month contract period for development of new applications, update to existing applications, data updates for existing layers, creation of new datasets identified, and maintenance of external third-party GIS REST services referenced in the Town's AGOL platform.

The datasets may include the following but are not limited to:

- Capital Improvement Projects (CIP)
- Signage
 - Street Signage
 - Park Signage

- Beach Signage
- Town Facilities
 - Right of Way
 - Parks and Recreation
 - Dunes
 - Pocket Parks
 - Building
 - Beach ends
 - Street ends
- Stormwater
 - Stormwater structures
 - Pump Stations
 - Catch basins and inlets
 - Conveyance systems and pipes
 - Force mains
 - FDOT system
- Sidewalks and Roadways
 - Town sidewalks
 - Roadways
 - FDOT sidewalk
 - FDOT roadways
- Street Lights
 - Town Owned
 - FPL Owned
 - County Owned
- Roadway Jurisdiction

Kimley-Horn will produce maps for Town staff use based on existing established templates upon request. Maps may be provided electronically in PDF format or in an online application for use by the Town. Maps or data request made by outside agencies or jurisdictions will be coordinated with Town staff before performing the request.

TASK 4: TECHNOLOGY UPDATE FOR ESRI AGOL APPLICATIONS

Kimley-Horn will complete a technology update for up to two (2) existing Esri GIS applications located on the Town's AGOL platform. Currently the existing Esri GIS applications were built using Esri's Web AppBuilder technology, which uses Esri's legacy ArcGIS API for Javascript (3.x). The Web AppBuilder applications will be retiring by the end of 2025 and will not continue to be supported thereafter. Kimley-Horn will develop and migrate the existing GIS web-based applications to an Experience Builder application. The current functionality of each application will be replicated in the new Experience Builder applications. The existing web-based applications to complete the technology update include the following:

- Town of Surfside Utilities Viewer
- Town of Surfside Capital Improvements Viewer

Kimley-Horn will develop all future requested GIS web-based applications with the latest technology available through ESRI suite of products to ensure the Town's GIS technology stays current with minimal service disruption.

Additional Services

Any services not specifically provided for in the above scope will be billed as additional services and performed at Kimley-Horn's then-current hourly rates. Additional services Kimley-Horn can provide include, but are not limited to, the following:

- Field collection

- Professional services not specifically included in the above scope of services.

Information Provided by Client

Kimley-Horn shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives.

Responsibilities of Client

In addition to other responsibilities set out in this Agreement, the Town shall be responsible for all fees and additional cost associated with maintenance of the AGOL account, to be renewed on an annual basis.

Schedule

Kimley-Horn will perform the services outlined in this contract within 12 months from Notice to Proceed (NTP).

Fee and Expenses

Kimley-Horn will perform the services under Task 1-4 for the total lump sum fee of **\$60,377**. Lump sum billing will be limited to **\$5,031.42** per month to maintain GIS Services. In addition, a onetime lump sum fee of **\$2,675.00** will be billed as a direct expense for the renewal of the Town's Esri AGOL account and existing licensing. For 12 (twelve) months of GIS support including the estimated expense associated with renewal of the Town's AGOL account will be **\$63,052**.

Fees and expenses will be invoiced monthly based, as applicable, upon the percentage of services performed or actual services performed, and expenses incurred as of the invoice date. Payment will be due within 25 days of your receipt of the invoice.

Closure

The terms and conditions of Town of Surfside "Continuing Professional Engineering Services Agreement", RFQ No. 2020-06, shall govern this scope of services.

We appreciate this opportunity to provide these services and submit this proposal. Please contact Amber Crane at 954-546-9914 if you have any questions.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.



Erin Emmons
Associate

Amber Crane
Project Manager

TOWN OF SURFSIDE

SIGNED: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

Client's Federal Tax ID: _____

Client's Business License No.: _____

Client's Street Address: _____