

**RESOLUTION NO. 2026 - 3506**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING THE EXTENSION OF THE PROFESSIONAL SERVICES AGREEMENT OF MAD STRATEGIC CONSULTING, LLC TO CONTINUE PROVIDING SERVICES AS ACTING TOWN MANAGER FROM APRIL 29, 2026 THROUGH MAY 31, 2026, PURSUANT TO THE AGREEMENT 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; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Art. III, Sec. 35 of the Town Charter designates the Town Manager as the chief executive office and the head of the administrative branch of the Town government; and

**WHEREAS**, Art. II, Sec. 12 of the Town Charter empowers the Commission of the Town of Surfside ("Commission") to appoint a Town Manager; and

**WHEREAS**, at its October 27, 2025 Special Commission meeting, the Town Commission appointed Mario Diaz of MAD Strategic Consulting, LLC ("Consultant") to the position of Acting Town Manager; and

**WHEREAS**, Mario Diaz began providing the Services to the Town through MAD Strategic Consulting, LLC on October 30, 2025; and

**WHEREAS**, at its November 12, 2025 Regular Commission meeting, the Town Commission adopted Resolution No. 2025-3466 approving the Professional Services Agreement with the Consultant for Mario Diaz to serve as the Town's Acting Town Manager (the "Services") and;

**WHEREAS**, Section 12 of the Town's Charter provides: "Within ninety (90) days periods [sic] after the appointment of an acting Town Manager, the commission must either appoint a permanent town manager or an acting town manager"; and

**WHEREAS**, ninety (90) days from October 30, 2025, is January 28, 2026; and

**WHEREAS**, at its January 13, 2026 Regular Commission meeting, the Town Commission adopted Resolution No. 2026-3476 approving an extension of the Professional Services Agreement through January 28, 2026; and

**WHEREAS**, ninety (90) days from January 28, 2026, is April 28, 2026; and

**WHEREAS**, the Town wishes to continue the Professional Services Agreement with the Consultant to provide the Services for a period of thirty (30) days commencing April 29, 2026, through May 31, 2026, and;

**WHEREAS**, pursuant to Section 3-13(2) of the Town Code, the Services are exempt from competitive bidding; and

**WHEREAS**, the Consultant desires to continue to serve as Acting Town Manager through May 31, 2026; and

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

**WHEREAS**, the Town wishes to authorize the Mayor to purchase the Services from the Consultant and enter into the Professional 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 Attorney; and

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

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

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

**Section 2. Approval of Professional Services Agreement.**

The Professional Services Agreement between MAD Strategic Consulting, LLC and the Town attached hereto as Exhibit "A" is hereby approved as of the adoption of this Resolution.

**Section 3. Exemption from Competitive Bidding.** Pursuant to Section 3-13(2) of the Town's Code, contracts for professional services are exempt from competitive bidding.

**Section 4. Implementation of Contract.** The Mayor is hereby authorized to take any and all necessary or further action to execute and implement said Professional Services Agreement.

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

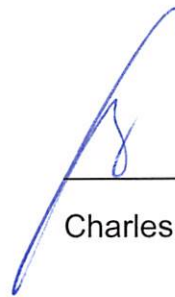
**PASSED AND ADOPTED** on this 14<sup>th</sup> day of April, 2026.

Motion by Commissioner Vildostegui,

Second by Commissioner Travani.

**FINAL VOTE ON ADOPTION:**

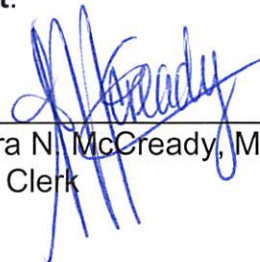
Commissioner Andrea Travani	<u>Yes</u>
Commissioner Gerardo Vildostegui	<u>Yes</u>
Commissioner David Weingot	<u>Absent</u>
Vice Mayor Dayana Benmergui	<u>Absent</u>
Mayor Charles W. Burkett	<u>Yes</u>



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Charles W. Burkett, Mayor

**Attest:**



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Sandra N. McCready, MMC  
Town Clerk

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY:**



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Thais Hernandez, Town Attorney

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## **Sec. 12. Appointment of town manager.**

The commission, by a majority vote of all its members, shall appoint an officer of the town who shall have the title of town manager and shall have the powers and perform the duties in this Charter provided. The town manager may designate the town clerk or other town employee to perform the duties of the town manager during a brief absence or incapacity of the town manager. Nevertheless, the commission shall have the power to appoint an acting town manager in the event of the absence, illness, death, discharge or resignation of the town manager. Within ninety (90) days periods [sic] after the appointment of an acting town manager, the commission must either appoint a permanent town manager or an acting town manager. The salary of the town manager shall not be decreased during his lawful occupancy of that office.

(Ord. No. 312, § 1(2), 3-22-55; Ord. No. 398, § 1(c), 2-26-57; Laws of Fla. ch. 31285(1955), § 2; Res. No. 500, § 1(b), 12-17-58; Res. No. 504, 4-8-59, Rec. in Bk. 1360, p. 619, Pub. Recs. of Dade County; Res. No. 620, § 1f, 4-14-64; Res. No. 744, § 1(b), 1-15-70)

Editor's note(s)—The last sentence of § 12 appears to have been repealed by the Municipal Home Rule Powers Act (F.S. ch. 166) or to have assumed ordinance status pursuant to such act. *See* F.S. § 166.021. *Cf.* AGO 73-276. The adoption of the Code of Ordinances does not repeal ordinances published in the Charter. *See* Code § 1-10.

**RESOLUTION NO. 2025-3466**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING THE PROFESSIONAL SERVICES AGREEMENT OF MAD STRATEGIC CONSULTING, LLC TO PROVIDE SERVICES AS AN ACTING TOWN MANAGER PURSUANT TO THE AGREEMENT 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; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Art. III, Sec. 35 of the Town Charter designates the Town Manager as the chief executive office and the head of the administrative branch of the Town government; and

**WHEREAS**, Art. II, Sec. 11(1) of the Town Charter empowers the Commission of the Town of Surfside ("Commission") to appoint and remove the Town Manager; and

**WHEREAS**, at its October 22, 2025 Regular Commission Meeting, the Commission terminated the services of the prior Town Manager; and

**WHEREAS**, the Commission now seeks to retain an Acting Town Manager for the Town; and

**WHEREAS**, Mario Diaz ("Diaz") of MAD Strategic Consulting, LLC ("Consultant") desires to serve as Acting Town Manager for the Town of Surfside ("Town") upon the terms set forth in the Professional Services Agreement attached hereto as Exhibit "A" (the "Services"); and

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

**WHEREAS**, at its October 27, 2025 Special Commission, the Commission

appointed Mario Diaz of MAD Strategic Consulting, LLC to the position of Acting Town Manager; and

**WHEREAS**, Mario Diaz began providing the Services to the Town through MAD Strategic Consulting, LLC on October 30, 2025;

**WHEREAS**, the Town Commission now desires to formalize the terms and conditions of the professional services to be provided by the Consultant in the capacity of Acting Town Manager in accordance with the Professional Services Agreement; and

**WHEREAS**, the Town wishes to enter into the Professional Services 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 Mayor to purchase the Services from the Consultant and enter into the Professional 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 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 Consultant 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 Professional Services Agreement.** The Professional Services Agreement between MAD Strategic Consulting, LLC and the Town attached hereto as Exhibit "A" is hereby approved as of the adoption of this Resolution.

**Section 3. Implementation of Contract.** The Mayor is hereby authorized to take any and all necessary or further action to execute and implement said Professional Services Agreement.

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

**PASSED AND ADOPTED** on this 12<sup>th</sup> day of November, 2025.

Motion By: Vice Mayor Paul,

Second By: Commissioner Vildsotegui.

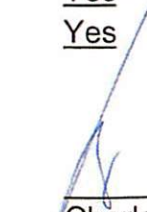
**FINAL VOTE ON ADOPTION:**

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

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE TOWN OF SURFSIDE  
AND  
MAD STRATEGIC CONSULTING, LLC**

**THIS AGREEMENT** ("Agreement") is made effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2025 (the "Effective Date"), by and between the **TOWN OF SURFSIDE**, a Florida municipal corporation, (hereinafter the "Town"), and **MAD STRATEGIC CONSULTING, LLC**, a Florida limited liability company, (collectively hereinafter, the "Consultant").

**WHEREAS**, Art. III, Sec. 35 of the Town Charter designates the Town Manager as the chief executive office and the head of the administrative branch of the Town government; and

**WHEREAS**, Art. II, Sec. 11(1) of the Town Charter empowers the Town Commission ("Commission") to appoint and remove the Town Manager; and

**WHEREAS**, at its October 22, 2025 Special Commission Meeting, the Commission terminated the services of the prior Town Manager; and

**WHEREAS**, the Commission now seeks to retain an Acting Town Manager for the Town; and

**WHEREAS**, the Consultant desires to serve as Acting Town Manager for the Town upon the terms set forth herein (the "Services"); and

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

**WHEREAS**, Consultant was appointed Acting Town Manager by the Commission at its October 27, 2025 Special Commission Meeting; and

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

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

**1. Recitals.**

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

## **2. Appointment.**

The Town appoints Mario Diaz ("Diaz") of MAD Strategic Consulting, LLC as Acting Town Manager of the Town of Surfside, subject to the terms and conditions set forth herein.

## **3. Exclusivity.**

Diaz shall provide the Services to the Town through MAD Strategic Consulting, LLC on an exclusive basis. Diaz will engage in no other employment, whether as an employee or independent contractor, individually, through MAD Strategic Consulting, LLC, or otherwise, during the term of this Agreement.

Notwithstanding the preceding, the parties recognize that prior to providing the Services to the Town, Diaz, through MAD Strategic Consulting, LLC provided consulting services to other parties in matters which are ongoing ("Existing Prior Matters"). Diaz agrees that, as of the effective date of this Agreement, he will not, without Commission approval in advance, take on any new consulting activities or services in order to devote all of his time, attention, knowledge and skills to faithfully performing his duties under this Agreement.

## **4. Duties.**

**4.1.** The Acting Town Manager shall have all powers and perform all duties and responsibilities required by this Agreement and prescribed in the Charter and applicable sections of the Town Code and in accordance with Florida law.

**4.2.** The Acting Town Manager shall also perform such other duties and carry out such policy directives as determined by a majority of the Town Commission from time to time.

**4.3.** The Acting Town Manager shall provide the Town Commission with a monthly report, which shall include a list of directives from the Town Commission and the status of achievement of the same. The report shall be included in the monthly Commission Agenda Package.

**4.4.** The Acting Town Manager shall attend all Commission meetings unless excused by the Commission. He shall also attend the Town's Planning & Zoning Board meetings, Resort Tax Board meetings and Pension Board meetings. In addition, he shall attend other standing and ad hoc committee meetings and other meetings, as appropriate, to fulfill his duties as Acting Town Manager unless a conflict precludes such attendance. Except for Town Commission meetings, the Acting Town Manager may assign a designee to attend certain meetings, if he is unavailable.

**4.5.** The Acting Town Manager shall be available to confer and/or meet with the Mayor, Vice Mayor and Commissioners, as requested and as needed.

**5. Hours of Office.**

5.1. The Acting Town Manager shall make himself available at least from 9:00 a.m. to 5:00 p.m. EST a minimum of five (5) days per week (including Monday, Tuesday, Wednesday, Thursday, and Friday) at the Town of Surfside Town Hall, other Town premises, or remotely on those days when traveling for Town business. The Mayor and Acting Town Manager may mutually agree to some flexibility in this schedule to accommodate the needs of both the Acting Town Manager and the Town.

6. **Holidays.** The Acting Town Manager shall be entitled to all holidays recognized by the Town.

**7. Term.**

The Effective Date of this Agreement shall be **November 13, 2025**, a date after the Town Commission adopting Resolution No. \_\_\_\_\_ approving this Agreement.

**8. Termination.**

8.1. In accordance with the Charter, the Acting Town Manager shall serve at the pleasure of the Town Commission. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Town Commission to terminate the services of the Acting Town Manager at any time during a Regular or Special Town Commission meeting, subject to the provisions set forth in this Agreement.

8.2. This Agreement may be terminated by either party without cause upon thirty (30) days' written notice.

**9. Compensation and Payment.**

9.1. As consideration for the Services to be rendered by the Town Manager pursuant to this Agreement, the Town shall pay MAD Strategic Consulting, LLC a flat fee of twenty thousand dollars (\$20,000) monthly. The monthly fee shall be paid every month within ten (10) calendar days following the end of such monthly period and upon receipt of an invoice from MAD Strategic Consulting, LLC for services rendered each month. For purposes of calculating the monthly term, the first date of Services will be Oct. 30, 2025, which is the first day the Acting Town Manager began providing Services under this Agreement. The Town shall pay the Consultant in accordance with the Florida Prompt Payment Act after approval and acceptance of the Services by the Town Manager.

**10. Town's Responsibilities.**

10.1. Town shall make available any maps, plans, existing studies, reports, staff and representatives, and other data pertinent to the Services and in possession

of the Town, and provide criteria requested by Consultant to assist Consultant in performing the Services.

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

## **11. Consultant's Responsibilities; Representations and Warranties.**

- 11.1. 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.
- 11.2. The Consultant hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws applicable to and necessary to perform the Services for Town as an independent contractor of the Town. Consultant further warrants and represents that it has the required knowledge, expertise, and experience to perform the Services and carry out its obligations under this Agreement in a professional and first class manner.
- 11.3. 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.

## **12. Insurance.**

- 12.1. Vendor shall secure and maintain throughout the duration of this agreement insurance of such types and in such amounts not less than those specified below as satisfactory to Town, naming the Town as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the Town, its officials, employees, agents, and volunteers naming the Town as additional insured. Any insurance maintained by the Town shall be in excess of the Vendor's insurance and shall not contribute to the Vendor'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.
  - 12.1.1. Commercial General Liability coverage with limits of liability of not less than a \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed

Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Vendor. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of \$2,000,000 each.

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

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

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

**12.1.5.** Exceptions to the insurance requirements in this section must be approved by the town commission.

### **13. Conflict of Interest.**

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

### **14. Electronic Devices.**

The Town shall provide the Acting Town Manager with a cellular telephone, laptop, and related equipment. All communications related to Town business will be conducted solely through such equipment. All such equipment remains Town property at all times and must be returned upon termination of this Agreement.

### **15. Days.**

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

### **16. Bonds.**

The Town shall pay the cost of any bonds for the Acting Town Manager, including those required by Florida Law and/or the Town Charter.

**17. 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.

**18. Attorneys Fees and Waiver of Jury Trial.**

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

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

**19. Indemnification.**

The Town shall indemnify the Acting Town Manager against any tort, professional liability claim, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring during the performance of the Acting Town Manager's duties. This provision shall not apply to acts or omissions of the Acting Town Manager committed while acting outside the course and scope of his employment, committed in bad faith or with malicious purpose, or committed in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

**20. Compliance with Law.**

In carrying out the Services under this Agreement, the Acting Town Manager shall comply with all applicable laws, ordinances, rules, regulations, the provisions of the Town Code of the Town of Surfside, Miami-Dade County and Statutes of the State of Florida, and federal law, as well as formal actions of the Town Council, and any and all other applicable laws.

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

**22. Governing Law and Venue.**

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

**23. Entire Agreement/Modification/Amendment.**

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

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

**24. Waiver.**

The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

**25. Severability.**

If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, illegal, invalid, or unenforceable, the remainder of this Agreement, or portions thereof, shall not be affected and shall remain in full force and effect.

**26. Non-Assignment.**

The rights and obligations herein granted are personal in nature and cannot be transferred or assigned by the Town Manager.

**27. Ownership and Access to Records and Audits.**

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

- 27.2. Consultant agrees to keep and maintain public records in Consultant's possession or control in connection with Consultant's performance under this Agreement. The Town Manager or his designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any records of the Consultant involving transactions related to this Agreement. Consultant additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Consultant shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the Town.
- 27.3. Upon request from the Town's custodian of public records, Consultant shall provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.
- 27.4. Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the Town.
- 27.5. Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Consultant shall be delivered by the Consultant to the Town Manager, at no cost to the Town, within seven (7) days. All such records stored electronically by Consultant shall be delivered to the Town in a format that is compatible with the Town's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Consultant shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- 27.6. Any compensation due to Consultant shall be withheld until all records are received as provided herein.
- 27.7. Consultant's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Town.
- 27.8. **Notice Pursuant to Section 119.0701(2)(a), Florida Statutes. IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.**

**Custodian of Records: Sandra McCreedy, MMC**

**Mailing address:** 9293 Harding Avenue  
Surfside, FL 33154  
**Telephone number:** 305-861-4863  
**Email:** [smccready@townofsurfsidefl.gov](mailto:smccready@townofsurfsidefl.gov)

**28. Independent Contractor.**

It is expressly agreed and understood by and between the parties that Acting Town Manager is an independent contractor, and as such Acting Town Manager is not a Town employee, and is not entitled to payment or compensation from the Town or to any fringe benefits to which other Town employees are entitled (other than as set forth in Section 6 above). As an independent contractor, Acting Town Manager further acknowledges that it is solely responsible for payment of any and all income taxes, FICA, withholding, unemployment insurance, or other taxes due and owing any governmental entity whatsoever as a result of this Agreement. As an independent contractor, Acting Town Manager will not make any claim, demand of application to or for any right or privilege applicable to any officer or employee of the Town, including but not limited to workmen's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit (other than as set forth in Section 14 above). It is also agreed and understood that the Acting Manager is not precluded from applying or accepting other consulting work or government employment so long as he obtains Commission approval in advance pursuant to paragraph 3 herein, and such work or employment does not provide a conflict of interest with the duties performed for the Town of Surfside.

**29. Survival of Provisions.** Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

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

**31. Public Entity Crimes Affidavit.** Consultant shall comply with Section 287.133, Florida Statutes (Public Entity Crimes Statute), notification of which is hereby incorporated herein by reference, including execution of any required affidavit.

**32. 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.

- 33. Conflicts.** In the event of a conflict between the terms of this Agreement and any exhibits or attachments hereto, the terms of this Agreement shall control.
- 34. 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.
- 35. E-Verify Affidavit.** In accordance with Section 448.095, Florida Statutes, the Town requires all contractors doing business with the Town to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Town will not enter into a contract unless each party to the contract registers with and uses the E-Verify system. The contracting entity must provide its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participation-enrollment-in-e-verify>. By entering into this Agreement, the Contractor acknowledges that it has read Section 448.095, Florida Statutes; will comply with the E-Verify requirements imposed by Section 448.095, Florida Statutes, including but not limited to obtaining E-Verify affidavits from subcontractors; and has executed the required affidavit attached hereto and incorporated herein.

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

**E-VERIFY AFFIDAVIT**

In accordance with Section 448.095, Florida Statutes, the Town requires all contractors doing business with the Town to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Town will not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

**The contracting entity must provide its proof of enrollment in E-Verify.** For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>

By signing below, the contracting entity acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subcontractors.

**Check here to confirm proof of enrollment in E-Verify has been attached to this Affidavit.**

In the presence of:

Signed, sealed and delivered by:

\_\_\_\_\_  
Witness #1 Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
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

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

**TOWN OF SURFSIDE**

**CONSULTANT**

By: \_\_\_\_\_  
Charles Burkett  
Mayor

By: \_\_\_\_\_  
Mario Diaz  
Managing Member  
MAD Strategic Consulting, LLC

Attest:

By: \_\_\_\_\_  
Sandra McCreedy, MMC  
Town Clerk

Approved as to form and legal sufficiency:

By: \_\_\_\_\_  
Thais Hernandez  
Town Attorney

**Addresses for Notice:**

Charles W. Burkett  
Town of Surfside  
Attn: Mayor  
9293 Harding Avenue  
Surfside, FL 33154  
305-861-4863 (telephone)  
305-993-5097 (facsimile)  
[mayor@townofsurfsidefl.gov](mailto:mayor@townofsurfsidefl.gov) (email)

**Addresses for Notice:**

Mario Diaz  
Acting Town Manager  
Town of Surfside  
9293 Harding Avenue  
Surfside, FL 33154  
305-861-4863 (telephone)

**With a copy to:**

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

**RESOLUTION NO. 2026 - 3476**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING THE PROFESSIONAL SERVICES AGREEMENT OF MAD STRATEGIC CONSULTING, LLC TO PROVIDE SERVICES AS AN ACTING TOWN MANAGER PURSUANT TO THE AGREEMENT 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; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Art. III, Sec. 35 of the Town Charter designates the Town Manager as the chief executive office and the head of the administrative branch of the Town government; and

**WHEREAS**, Art. II, Sec. 12 of the Town Charter empowers the Commission of the Town of Surfside ("Commission") to appoint a Town Manager; and

**WHEREAS**, at its October 27, 2025 Special Commission meeting, the Commission appointed Mario Diaz of MAD Strategic Consulting, LLC to the position of Acting Town Manager; and

**WHEREAS**, the Commission now seeks to appoint an Acting Town Manager for 90 days; and

**WHEREAS**, Mario Diaz ("Diaz") of MAD Strategic Consulting, LLC ("Consultant") desires to serve as Acting Town Manager for the Town of Surfside ("Town") upon the terms set forth in the Professional Services Agreement attached hereto as Exhibit "A" (the "Services"); and

**WHEREAS**, Mario Diaz began providing the Services to the Town through MAD Strategic Consulting, LLC on October 30, 2025;

**WHEREAS**, the Town wishes to continue the Professional Services 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 Consultant and Town, through mutual negotiation, have agreed upon a fee for the Services; and

**WHEREAS**, the Town wishes to authorize the Mayor to purchase the Services from the Consultant and enter into the Professional 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 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 Consultant 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 Professional Services Agreement.** The Professional Services Agreement between MAD Strategic Consulting, LLC and the Town attached hereto as Exhibit "A" is hereby approved as of the adoption of this Resolution.

**Section 3. Implementation of Contract.** The Mayor is hereby authorized to take any and all necessary or further action to execute and implement said Professional Services Agreement.

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


**PASSED AND ADOPTED** on this 13<sup>th</sup> day of January, 2026.

Motion By: Vice Mayor Paul,

Second By: Commissioner Velasquez.

**FINAL VOTE ON ADOPTION:**

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


  
\_\_\_\_\_  
Charles W. Burkett, Mayor

**Attest:**

  
\_\_\_\_\_  
Sandra N. McCreedy, MMC  
Town Clerk



**APPROVED AS TO FORM AND LEGAL SUFFICIENCY:**

  
\_\_\_\_\_  
Thais Hernandez, Town Attorney

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE TOWN OF SURFSIDE  
AND  
MAD STRATEGIC CONSULTING, LLC**

**THIS AGREEMENT** (“Agreement”) is made effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2026 (the “Effective Date”), by and between the **TOWN OF SURFSIDE**, a Florida municipal corporation, (hereinafter the “Town”), and **MAD STRATEGIC CONSULTING, LLC**, a Florida limited liability company, (collectively hereinafter, the “Consultant”).

**WHEREAS**, Art. III, Sec. 35 of the Town Charter designates the Town Manager as the chief executive office and the head of the administrative branch of the Town government; and

**WHEREAS**, Art. II, Sec. 11(1) of the Town Charter empowers the Town Commission (“Commission”) to appoint and remove the Town Manager; and

**WHEREAS**, at its October 22, 2025 Special Commission Meeting, the Commission adopted Res. No. 2025-3466, appointing Mario Diaz of MAD Strategic Consulting, LLC as Acting Town Manager; and

**WHEREAS**, the Town and Consultant entered into a Professional Services Agreement effective November 12, 2025; and

**WHEREAS**, the Consultant began providing services under this Agreement on October 30, 2025; and

**WHEREAS**, Section 12 of the Town’s Charter provides: “Within ninety (90) days periods [sic] after the appointment of an acting Town Manager, the commission must either appoint a permanent town manager or an acting town manager”; and

**WHEREAS**, ninety (90) days from October 30, 2025 is January 28, 2026; and

**WHEREAS** the Town desires to engage the Consultant to perform the Services for ninety (90) days commencing on January 29, 2026 and provide the deliverables as specified below.

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

**1. Recitals.**

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

**2. Appointment.**

The Town appoints Mario Diaz (“Diaz”) of MAD Strategic Consulting, LLC as Acting Town Manager of the Town of Surfside, subject to the terms and conditions set forth herein.

**3. Exclusivity.**

Diaz shall provide the Services to the Town through MAD Strategic Consulting, LLC on an exclusive basis. Diaz will engage in no other employment, whether as an employee or independent

Consultant, individually, through MAD Strategic Consulting, LLC, or otherwise, during the term of this Agreement.

Notwithstanding the preceding, the parties recognize that prior to providing the Services to the Town, Diaz, through MAD Strategic Consulting, LLC provided consulting services to other parties in matters which are ongoing (“Existing Prior Matters”). Diaz agrees that, as of the effective date of this Agreement, he will not, without Commission approval in advance, take on any new consulting activities or services in order to devote all of his time, attention, knowledge and skills to faithfully performing his duties under this Agreement.

**4. Duties.**

- 4.1. The Acting Town Manager shall have all powers and perform all duties and responsibilities required by this Agreement and prescribed in the Charter and applicable sections of the Town Code and in accordance with Florida law.
- 4.2. The Acting Town Manager shall also perform such other duties and carry out such policy directives as determined by a majority of the Town Commission from time to time.
- 4.3. The Acting Town Manager shall provide the Town Commission with a monthly report, which shall include a list of directives from the Town Commission and the status of achievement of the same. The report shall be included in the monthly Commission Agenda Package.
- 4.4. The Acting Town Manager shall attend all Commission meetings unless excused by the Commission. He shall also attend the Town’s Planning & Zoning Board meetings, Resort Tax Board meetings and Pension Board meetings. In addition, he shall attend other standing and ad hoc committee meetings and other meetings, as the Acting Town Manager deems appropriate, to fulfill his duties as Acting Town Manager unless a conflict precludes such attendance. Except for Town Commission meetings, the Acting Town Manager may assign a designee to attend certain meetings, if he is unavailable.
- 4.5. The Acting Town Manager shall be available to confer and/or meet with the Mayor, Vice Mayor and Commissioners, as requested and as needed.

**5. Hours of Office.**

- 5.1. The Acting Town Manager shall make himself available at least from 9:00 a.m. to 5:00 p.m. EST a minimum of five (5) days per week (including Monday, Tuesday, Wednesday, Thursday, and Friday) at the Town of Surfside Town Hall, other Town premises, or remotely on those days when traveling for Town business. The Mayor and Acting Town Manager may mutually agree to some flexibility in this schedule to accommodate the needs of both the Acting Town Manager and the Town.

- 6. Holidays.** The Acting Town Manager shall be entitled to all holidays recognized by the Town.

**7. Term.**

The Effective Date of this Agreement shall be January 29, 2025, a date after the Town Commission adopting Resolution No. 2026-3476 approving this Agreement.

**8. Termination.**

8.1. In accordance with the Charter, the Acting Town Manager shall serve at the pleasure of the Town Commission. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Town Commission to terminate the services of the Acting Town Manager at any time during a Regular or Special Town Commission meeting, subject to the provisions set forth in this Agreement.

8.2. This Agreement may be terminated by either party without cause upon thirty (30) days' written notice.

**9. Compensation and Payment.**

As consideration for the Services to be rendered by the Town Manager pursuant to this Agreement, the Town shall pay MAD Strategic Consulting, LLC a flat fee of twenty thousand dollars (\$20,000) monthly. The monthly fee shall be paid every month within ten (10) calendar days following the end of such monthly period and upon receipt of an invoice from MAD Strategic Consulting, LLC for services rendered each month. For purposes of calculating the monthly term, the first date of Services will be January 29, 2026. The Town shall pay the Consultant in accordance with the Florida Prompt Payment Act after approval and acceptance of the Services by the Town Manager.

**10. Electronic Devices.**

The Town shall provide the Acting Town Manager with a cellular telephone, laptop, and related equipment. All communications related to Town business will be conducted solely through such equipment. All such equipment remains Town property at all times and must be returned upon termination of this Agreement.

**11. Bonds.**

The Town shall pay the cost of any bonds for the Acting Town Manager, including those required by Florida Law and/or the Town Charter.

**12. Independent contractor.** 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.

**13. 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.

**14. Town's responsibilities.**

14.1. 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.

14.2. 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.

**15. Consultant's Responsibilities; Representations and Warranties.**

15.1. 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.

15.2. The Consultant hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws applicable to and necessary to perform the Services for Town as an independent contractor of the Town. Consultant further warrants and represents that it has the required knowledge, expertise, and experience to perform the Services and carry out its obligations under this Agreement in a professional and first class manner.

15.3. 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.

**16. Miscellaneous.**

16.1. **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: Mario Diaz  
Acting Town Manager  
Town of Surfside

9293 Harding Avenue  
Surfside, FL 33154

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.

- 16.2. 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.
- 16.3. 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.
- 16.4. 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.
- 16.5. Days.** Unless otherwise specified, any reference to days in this Agreement shall mean calendar days.
- 16.6. 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.
- 16.7. 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 "A", 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.
- 16.8. Successors and Assigns.** This Agreement shall be binding upon the Parties and their respective successors, heirs and assigns.
- 16.9. Non-Assignability.** This Agreement and the duties delegated hereunder shall not be assignable by Consultant without the prior written consent of the Mayor. 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.
- 16.10. 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.

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

**16.12. 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.

**16.13. 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.

**16.14. 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.

**16.15. 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.

**16.16. 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 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.

**16.17. 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.

- 16.18. Indemnification.** The Town shall indemnify the Acting Town Manager against any tort, professional liability claim, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring during the performance of the Acting Town Manager's duties. This provision shall not apply to acts or omissions of the Acting Town Manager committed while acting outside the course and scope of his employment, committed in bad faith or with malicious purpose, or committed in a manner exhibiting wanton and willful disregard of human rights, safety, or property.
- 16.19. 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.
- 16.20. 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.
- 16.21. 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.
- 16.22. 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.
- 16.23. 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.
- 16.24. State Required Affidavits.** By entering into this Agreement, the Consultant agrees to review and comply with the following state affidavit requirements:
- 16.24.1.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.

**16.24.2. 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.

**16.24.3. 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.

**16.24.4. 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.

**16.24.5. 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.

**16.25. 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.

**16.25.1.** 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.

16.25.2. 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.

16.25.3. 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.

16.25.4. 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.

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

16.25.6. 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 McCreedy, MMC, TOWN CLERK**

**Mailing address: 9293 Harding Avenue, Surfside, Florida 33154**

**Telephone number: 305-861-4863**

**Email: [smccreedy@townofsurfsidefl.gov](mailto:smccreedy@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: \_\_\_\_\_  
Charles Burkett  
Mayor

By: \_\_\_\_\_  
Mario Diaz  
Managing Member  
MAD Strategic Consulting, LLC

By: \_\_\_\_\_  
Sandra McCready, MMC  
Town Clerk

Approved as to form and legal sufficiency:

By: \_\_\_\_\_  
Thais Hernandez  
Town Attorney

**COMPOSITE EXHIBIT "A"**

**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 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: \_\_\_\_\_

\_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Witness #2 Print Name: \_\_\_\_\_

\_\_\_\_\_  
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: _____	Print Name: _____
_____	Title: _____
_____	Entity Name: _____
Witness #2 Print 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