

RESOLUTION NO. 2026- 3561

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH IN ALIGNMENT CONSULTING, LLC FOR GRANT ADMINISTRATION AND PROJECT SUPPORT SERVICES, TO INCREASE THE FISCAL YEAR NOT-TO-EXCEED AMOUNT FROM \$48,000 TO \$60,000; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AMENDMENT; AUTHORIZING THE EXPENDITURE OF FUNDS FOR FISCAL YEAR 2025/2026 IN AN AMOUNT NOT TO EXCEED \$60,000; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on February 19, 2025, the Town of Surfside (the "Town") entered into a Professional Services Agreement ("Agreement") with In Alignment Consulting, LLC ("Consultant") for grant administration and project support services ("Services"), for a one-year term with the option to renew for up to four (4) additional one (1) year terms; and

WHEREAS, during the current year, the level of services required under the Agreement has been greater than anticipated due to several significant grant-funded projects concurrently advancing through permitting, construction, reimbursement and closeout, and other project support services, anticipated to exceed the not to exceed fiscal year amount of \$48,000 in the Agreement; and

WHEREAS, the Town renewed the Agreement with Consultant for an additional one (1) year term, and wishes to amend the Agreement to provide for an annual not to exceed fee amount of \$60,000 per fiscal year, commencing with Fiscal Year 2025/2026; and

WHEREAS, the Town Commission desires to authorize the Town Manager to enter into the Amendment to the Agreement ("Amendment"), in substantially the form

attached hereto as Exhibit "A," to provide for annual fees in an amount not to exceed \$60,000 for Fiscal Year 2025/2026 and renewal terms thereafter; and

WHEREAS, the Town Commission finds that the Amendment is in the best interest and welfare of the Town and wishes to approve the same in substantially the form attached hereto as Exhibit "A."

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

Section 1. Recitals. That the above and foregoing recitals are true and correct and are hereby incorporated by reference.

Section 2. Approval of Amendment; Authorization to Expend Funds. The Amendment between the Town and Consultant, in substantially the form attached hereto as Exhibit "A", is hereby approved. The Town Commission authorizes the Town Manager to execute the Amendment, together with such non-substantive changes as may be approved by the Town Manager and Town Attorney for legal sufficiency, and to expend funds in an amount not to exceed \$60,000 for Fiscal Year 2025/2026.

Section 3. Implementation. The Town Manager and/or designee are authorized to take any and all action necessary to implement the purposes of this Resolution and the Amendment.

Section 4. Effective Date. This Resolution will become effective upon adoption.

PASSED AND ADOPTED on this 3rd day of September, 2026.

Motion By: Commissioner Vildostegui

Second By: Commissioner Weingot

Commissioner Andrea Travani

Yes

Commissioner Gerardo Vildostegui	<u>Yes</u>
Commissioner David Weingot	<u>Yes</u>
Vice Mayor Dayana Benmergui	<u>Yes</u>
Mayor Shlomo Danzinger	<u>Yes</u>


Shlomo Danzinger, Mayor

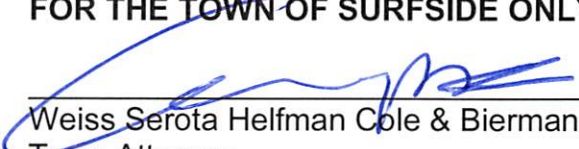
ATTEST:

Deputy

Town Clerk



APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE TOWN OF SURFSIDE ONLY:


Weiss Serota Helfman Cole & Bierman, P.L.
Town Attorney

AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN
TOWN OF SURFSIDE
AND
IN ALIGNMENT CONSULTING, LLC

THIS AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT ("Amendment") is entered into as of this _____, 2026, by and between the **TOWN OF SURFSIDE, FLORIDA**, a Florida municipal corporation (the "Town"), and **IN ALIGNMENT CONSULTING, LLC**, a Florida limited liability company (the "Consultant").

WHEREAS, on _____, 2025, the Town entered into a Professional Services Agreement ("Agreement") with the "Consultant for grant administration and project support services ("Services"), for a one-year term with the option to renew for up to four (4) additional one (1) year terms; and

WHEREAS, the Agreement was renewed for an additional one-year term and is currently in the second year of the Term; and

WHEREAS, the Agreement provides that fees in any one fiscal year of the Town shall not exceed \$48,000; and

WHEREAS, during the current year, the level of services required under the Agreement has been greater than anticipated due to several significant grant-funded projects concurrently advancing through permitting, construction, reimbursement and closeout, and other project support services, anticipated to exceed the not to exceed amount of \$48,000 in the Agreement; and

WHEREAS, the Town wishes to enter into an Amendment to the Agreement to amend Section 4 "Fee" to permit and increase fees in any one fiscal year of the Town to not exceed \$60,000, as set forth herein; and

NOW, THEREFORE, for and in consideration of the mutual promises set forth herein, the parties do hereby agree as follows: ¹

1. **Recitals Adopted.** The above recitals are true and correct and are incorporated herein by this reference. All initially capitalized terms used but not otherwise defined herein shall have the meaning ascribed thereto in the Agreement.
2. **Fee.** Section 4, "Fee," of the Agreement is hereby amended as follows:

4.1 AMOUNT OF PAYMENT

* * *

¹ Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words.

Fees in any one Fiscal Year of the Town, commencing with Fiscal Year 2025/2026, shall not exceed ~~\$48,000~~ \$60,000.

3. **Conflict; Amendment Prevails.** In the event of any conflict or ambiguity between the terms and provisions of this Amendment and the terms and provisions of the Agreement, the terms and provisions of this Amendment shall control.
4. **Agreement Ratified.** Except as otherwise specifically set forth or modified herein, all terms and conditions in the Agreement are hereby ratified and affirmed and shall remain unmodified and in full force and effect in accordance with its terms.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK;
SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first set forth above.

TOWN:

TOWN OF SURFSIDE, a Florida municipal corporation

By: _____
Sandra McCready, Acting Town Manager

Date Executed: _____

Attest:

Town Clerk

Approved as to Legal Form and
Legal Sufficiency:

Weiss Serota Helfman Cole & Bierman, P.L.
Town Attorney

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first set forth above.

CONSULTANT:

Witnesses:

IN ALIGNMENT CONSULTING LLC, a Florida
limited liability company

By: _____

Print Name: _____

Name: _____

Title: _____

Date Executed: _____

Print Name: _____