

RESOLUTION NO. 2026-3579

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AUTHORIZING THE TOWN MANAGER TO NEGOTIATE AND ENTER INTO AN AGREEMENT WITH LAGOMHR FOR TEMPORARY HUMAN RESOURCES CONSULTING SERVICES ON A MONTH-TO-MONTH BASIS THROUGH JANUARY 30, 2027, IN AN AMOUNT NOT TO EXCEED \$32,000; FINDING THAT THE SERVICES ARE EXEMPT FROM COMPETITIVE BIDDING PURSUANT TO SECTION 3-13(2) OF THE TOWN CODE; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside (the "Town") desires temporary Human Resources consulting services, including day-to-day personnel matters, employee support, benefits administration, open enrollment, and other ongoing Human Resources functions (the "Services"); and

WHEREAS, in September 2026, the Town's Human Resources Director went on leave, and to ensure continuity of essential Human Resources functions, Town Administration engaged LagomHR (the "Consultant") to provide the Services; and

WHEREAS, the cost of the initial month of Services was within the Town Manager's purchasing authority pursuant to Section 3-6(a) of the Town Code; and

WHEREAS, the need for the Services is expected to continue beyond the initial engagement, and a month-to-month arrangement provides the Town with the flexibility to maintain necessary Human Resources support while allowing the Services to be discontinued when they are no longer required; and

WHEREAS, the Town Manager recommends that the Town Commission authorize the Town Manager to negotiate and enter into an agreement with the Consultant for the Services on a month-to-month basis, at a cost of \$8,000 per month, through January 30, 2027, in a total amount not to exceed \$32,000 (the "Agreement"); and

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

WHEREAS, the Town Commission finds that this Resolution 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. The above-stated recitals are true and correct and are incorporated herein by this reference.

Section 2. Approval. The Town Commission hereby approves the Services with the Consultant on a month-to-month basis, at a cost not to exceed \$8,000 per month, through January 30, 2027, in a total amount not to exceed \$32,000.

Section 3. Authorization. The Town Commission hereby authorizes the Town Manager to negotiate and enter into an Agreement with the Consultant, subject to approval by the Town Manager and Town Attorney as to form, content, and legal sufficiency.

Section 4. Exemption from Competitive Bidding. The Town Commission finds that the Services are exempt from competitive bidding pursuant to Section 3-13(2) of the Town Code.

Section 5. Implementation. The Town Manager is hereby authorized to take any and all action necessary to implement the Services and the purposes of this Resolution.

Section 6. Effective Date. This Resolution shall become effective immediately upon adoption.

PASSED and ADOPTED this ____ day of October, 2026.

Motion by: Vice Mayor Benmergui

Second by: Mayor Danzinger

FINAL VOTE ON ADOPTION

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


Shlomo Danzinger, Mayor

ATTEST:


Deputy
Town Clerk



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


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

PROFESSIONAL SERVICES AGREEMENT

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

THE PARTIES AGREE AS FOLLOWS:

Scope of Services

The engagement shall commence on **October 3, 2026**, and continue on a month-to-month basis through **January 3, 2027**.

During this period, LagomHR will provide comprehensive Human Resources support, including but not limited to:

- Employee relations matters and employee inquiries
- Personnel requests and day-to-day HR support
- Recruitment and onboarding of new hires
- Employee separations and termination support
- Benefits administration and employee benefits inquiries
- Coordination and facilitation of open enrollment meetings
- Guidance to supervisors and department directors on personnel matters
- HR compliance and documentation support
- General HR administration necessary to maintain continuity of operations

Services will be provided by **Yolanda Menegazzo, CEO**, and LagomHR team member **Karla Mesa, HR Specialist**.

On-Site Support

LagomHR will provide an on-site presence **two (2) days per week**, generally ranging from **four (4) to six (6) hours per visit**, with fully remote support available as needed to address urgent personnel matters and ensure uninterrupted HR services.

Professional Fee

The fee for the above-referenced interim Human Resources Management Services shall be:

\$8,000.00

October 3, 2026 through January 3, 2027 (on a month-to-month basis)

The professional fee is a fixed monthly fee for the engagement period and is not subject to proration should the Human Resources Director return earlier than anticipated. This structure ensures the availability of LagomHR personnel and resources throughout the transition period and supports a seamless handoff upon the Human Resources Director's return.

Optional Additional Service

As discussed, LagomHR can also conduct a workplace investigation regarding a resident complaint.

This additional service includes:

- Review of relevant documentation
- Employee and witness interviews
- Investigative findings and recommendations
- Written investigative report

The additional fee for this service is:

\$2,000.00

Total Engagement Fee Including Investigation

\$10,000.00

Obligations

2.1 “CONSULTANT” will provide other support services to “CLIENT” as both parties subsequently agree.

Services, Fees, and Expenses

3.1 “CLIENT” shall be responsible for submitting payment for all Service Fees as identified in the applicable Statement(s) of Work (and Change Orders, as applicable) as those Services are provided.

3.2 “CONSULTANT” will invoice “CLIENT” for the Service Fees once services are rendered at the end of the month. “CLIENT” agrees to remit full payment in net 15 days.

Term and Termination

4.1 This Agreement shall commence as of October 3, 2026, and may remain in force up to 12 months. The Agreement shall automatically renew on an annual basis. Either party has the right to terminate this Agreement for any reason upon 30 days written notice.

Proprietary Rights: Confidential Information

5.1 **“CLIENT”** agrees that the work products from the Services provided to the **“CLIENT”** hereunder, are owned by **“CONSULTANT”** and require written authorization by **“CONSULTANT”** prior to utilizing in any manner.

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

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

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

Warranties

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

General Provisions

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

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

7.3 Any assignment in violation of these terms is void.

7.4 Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be conclusively resolved through binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Each party shall bear its own costs and attorney fees, unless the arbitration award specifically provides otherwise.

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

7.6 The validity of this Agreement and the rights, obligations and relations of the parties hereunder shall be construed and determined under and in accordance with the laws of the State of Florida; provided, however, that if any provision of the Agreement is determined by a court of competent jurisdiction to be in violation of any applicable law or otherwise invalid or unenforceable, such provision shall to such extent as it shall be determined to be illegal, invalid or unenforceable under such law be deemed null and void, but this Agreement shall otherwise remain in full force. After arbitration, as specified in Section 7.4, any suit to enforce any provision of this Agreement, or any right, remedy or other matter arising from the arbitration, will be brought exclusively in the state or federal courts located in the state of Florida. Both **“CLIENT”** and **“CONSULTANT”** agree and consent to the venue in, and to the in-person jurisdiction of the aforementioned courts.

7.7 Any modification or amendment of any provision of this Agreement must be in writing and bear the signature of the duly authorized representatives of both parties. The failure of any party to enforce any right it is granted herein, or to require the performance by the other party hereto of any provision of this Agreement, or the waiver by any party of any breach of this Agreement, shall not prevent a subsequent exercise or enforcement of such provisions or be deemed a waiver of any subsequent breach of this Agreement. All provisions of this Agreement which by their own terms take effect upon the termination of

this Agreement or by their nature survive termination (including without limitation the provisions of Sections 3, 5, 6, 7) shall survive such termination.

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

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

CLIENT

Acting Town Manager, Sandra N. McCready, MPA
Town of Surfside
9392 Harding Avenue
Miami, Florida 33154

CONSULTANT

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

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

THIS Agreement is made effective **October 3, 2026** by and between **Town of Surfside** and **LagomHR, Inc.**

Agreed and Accepted:

Sandra N. McCready, Acting Town Manager

Yolanda Menegazzo, CEO & HR
Consultant

Town of Surfside

LagomHR, Inc.

Date

Date