

RESOLUTION NO. 2025-3457

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AN EXTENSION OF THE AGREEMENT WITH BEACH TIME MAX, LLC FOR BEACH FURNITURE SERVICE OPERATIONS AT THE COMMUNITY CENTER; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE EXTENSION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside (the "Town") implemented beach furniture service operations at the Town's Community Center for the exclusive use by Town residents (the "Services"); and

WHEREAS, the Town approved the Services with Beach Time Max, LLC ("Contractor") on November 15, 2022; and

WHEREAS, Contractor and the Town executed an agreement on January 10, 2023 for the Services ("Agreement"); and

WHEREAS, pursuant to Section 3.2 of the Agreement, the rate/fees shall increase by three (3%) percent for each annual renewal term starting on October 1, 2024; and

WHEREAS, the Town Administration recommends renewal of the Agreement for another annual term; and

WHEREAS, the Town Commission finds the Services and this Resolution are 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. Implementation. The Town Manager, subject to legal review and approval as to form and legal sufficiency by the Town Attorney, is hereby authorized to take all actions necessary to continue with the Services, the Agreement, and the purposes of this Resolution.

Section 3. Effective Date. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED this 12th day of November, 2025.

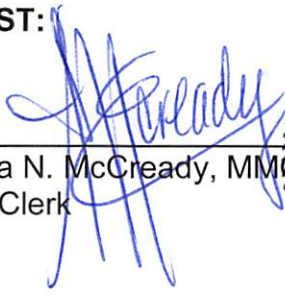
Motion By: Vice Mayor Paul,

Second By: Commissioner Vildostegui.

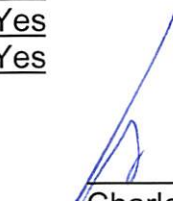
FINAL VOTE ON ADOPTION:

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>

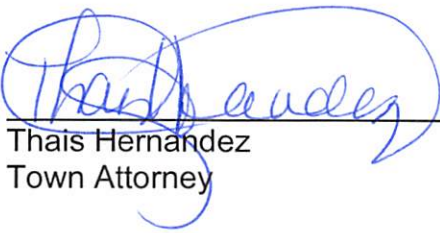
ATTEST:


Sandra N. McCready, MMC
Town Clerk




Charles W. Burkett, Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:


Thais Hernandez
Town Attorney

**AGREEMENT FOR
BEACH FURNITURE SERVICE OPERATIONS
BETWEEN
THE TOWN OF SURFSIDE
AND
BEACH TIME MAX, LLC**

THIS AGREEMENT (this "Agreement") is made effective as of the 10 day of January, 2022~~3~~ (the "Effective Date"), by and between the TOWN OF SURFSIDE, a Florida municipal corporation, (hereinafter the "Town"), and BEACH TIME MAX, LLC, a Florida limited liability company (hereinafter, the "Contractor").

WHEREAS, the Town desires certain beach furniture service operations for residents at the Town's Community Center; and

WHEREAS, the Contractor will perform services on behalf of the Town, all as further set forth in the Terms and Conditions attached hereto as Exhibit "A" (the "Services"); and

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

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

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

1. Scope of Services.

- 1.1. Contractor shall provide the Services set forth in the Terms and Conditions attached hereto as Exhibit "A" and incorporated herein by reference (the "Services").
- 1.2. Contractor shall furnish all reports, documents, and information obtained pursuant to this Agreement, and recommendations during the term of this Agreement (hereinafter "Deliverables") to the Town.

2. Term/Commencement Date.

- 2.1. The term of this Agreement shall be from the Effective Date through September 30, 2024, unless earlier terminated in accordance with Paragraph 8 (the "Initial Term"). Additionally, the Town Manager may renew this Agreement for additional one (1) year periods, upon the same terms and conditions attached hereto as Exhibit "A" except that rates/fees shall be as set forth on Section 3.1, and upon the mutual agreement of the parties ("Renewal Term(s)").
- 2.2. Contractor agrees that time is of the essence and Contractor shall complete the Services within the term of this Agreement, unless extended by the Town Manager.

3. Compensation and Payment.

3.1. Compensation for Services provided by Contractor shall be in accordance with the Terms and Conditions attached hereto as Exhibit "A." Contractor shall be compensated a monthly flat rate of \$11,820.00 and not to exceed \$141,840.00 annually for the Initial Term, in accordance with the Price Schedule attached hereto as Exhibit "B" unless approved in writing by the Town Manager via Purchase Order.

3.1.1. The Contractor will be compensated up to \$13,500.00 for the purchase, delivery, and installation of a storage unit. The Town will have ownership of the storage unit after it is installed.

3.2. After the Initial Term, the rate/fees shall increase by three percent (3%) for each year of the Renewal Term starting on October 1, 2024 and each October 1 thereafter. If the Effective Date is a date other than the first day of the month, Town shall pay Contractor on the Effective Date the monthly rate/fee prorated for the number of days in the month.

3.3. In the event that the Town requests additional beach chairs and/or umbrellas ("Additional Furniture"), the Town shall pay the Contractor per unit basis in accordance with the Pricing Schedule attached hereto as Exhibit "B." Unless amended, the Town may increase the annual payment by up to \$3,000.00.

3.4. Contractor shall deliver an invoice to Town no more often than once per month detailing Services completed and the amount due to Contractor under this Agreement. Fees shall be paid in arrears each month, pursuant to Contractor's invoice. The Town shall pay the Contractor in accordance with the Florida Prompt Payment Act after approval and acceptance of the Services by the Town Manager.

4. Subcontractors.

4.1. The Contractor shall be responsible for all payments to any subcontractors and shall maintain responsibility for all work related to the Services.

4.2. Contractor may only utilize the services of a particular subcontractor 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.

5. Town's Responsibilities.

5.1. 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 Contractor to assist Contractor in performing the Services.

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

6. Contractor's Responsibilities; Representations and Warranties.

6.1. The Contractor shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily provided by a Contractor 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 Contractor's Deliverables or Services are incorrect, not properly rendered, defective, or fail to conform to Town requests, the Contractor shall at Contractor's sole expense, immediately correct its Deliverables or Services.

6.2. The Contractor 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, Town and local laws applicable to and necessary to perform the Services for Town as an independent contractor of the Town. Contractor 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.

6.3. The Contractor represents that it is an entity validly existing and in good standing under the laws of Florida. The execution, delivery and performance of this Agreement by Contractor have been duly authorized, and this Agreement is binding on Contractor and enforceable against Contractor in accordance with its terms. No consent of any other person or entity to such execution, delivery and performance is required.

7. Conflict of Interest.

7.1. To avoid any conflict of interest or any appearance thereof, Contractor shall not, for the term of this Agreement, provide any services to any private sector entities with any current, or foreseeable, adversarial issues in the Town.

8. Termination.

8.1. The Town Manager, without cause, may terminate this Agreement upon sixty (60) calendar days written notice to the Contractor, or immediately with cause.

8.2. Upon receipt of the Town's written notice of termination, Contractor shall immediately stop work on the project unless directed otherwise by the Town Manager.

8.3. In the event of termination by the Town, the Contractor shall be paid for all work accepted by the Town Manager up to the date of termination, provided that the Contractor has first complied with the provisions of Paragraph 8.4.

8.4. The Contractor shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Services and the project to the Town, in a hard copy and electronic format within fourteen (14) days from the date of the written notice of termination or the date of expiration of this Agreement.

9. Insurance.

9.1. Contractor 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 Contractor's insurance and shall not contribute to the Contractor'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.

9.1.1. 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 Contractor. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of \$2,000,000 each.

9.1.2. 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 Contractor shall be allowed to provide Services pursuant to this Agreement who is not covered by Worker's Compensation insurance.

9.1.3. 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.

9.2. Certificate of Insurance. Certificates of Insurance shall be provided to the Town, reflecting the Town as an Additional Insured (except with respect to Professional Liability Insurance and Worker's Compensation Insurance), no later than ten (10) days after award of this Agreement and prior to the execution of this Agreement by Town and prior to commencing Services. Each certificate shall include no less than (30) thirty-day advance written notice to Town prior to cancellation, termination, or material alteration of said policies or insurance. The Contractor shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Agreement, including any extensions or renewals that may be granted by the Town. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and shall state that such insurance is as required by this Agreement. The Town reserves the right to inspect and return a certified copy of such policies, upon written request by the Town. If a policy is due to expire prior to the completion of the Services, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be

endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Town before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Town.

9.3. Additional Insured. Except with respect to Professional Liability Insurance and Worker's Compensation Insurance, the Town is to be specifically included as an Additional Insured for the liability of the Town resulting from Services performed by or on behalf of the Contractor in performance of this Agreement. The Contractor's insurance, including that applicable to the Town as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Town shall be in excess of and shall not contribute to the Contractor's insurance. The Contractor's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.

9.4. Deductibles. All deductibles or self-insured retentions must be declared to and be reasonably approved by the Town. The Contractor shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.

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

10. Nondiscrimination. During the term of this Agreement, Contractor shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and to abide by all Federal and State laws regarding nondiscrimination.

11. Attorneys Fees and Waiver of Jury Trial.

11.1. 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.

11.2. 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.

12. Indemnification.

12.1. Contractor shall indemnify and hold harmless the Town, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising from Contractor's performance or non-performance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the Contractor and third parties made pursuant to this Agreement. Contractor shall reimburse the Town for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising from Contractor's performance or non-performance of this Agreement.

12.2. Nothing herein is intended to serve as a waiver of sovereign immunity by the Town nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. The Town is subject to section 768.28, Florida Statutes, as may be amended from time to time.

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

13. **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.

14. **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.

15. **Entire Agreement/Modification/Amendment.**

15.1. 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.

15.2. 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.

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

16.1. Contractor 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 Contractor during the term of this Agreement ("Work Product") belong to the Town. Contractor 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).

16.2. Contractor agrees to keep and maintain public records in Contractor's possession or control in connection with Contractor's performance under this Agreement. The Town Manager or her 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 Contractor involving transactions related to this Agreement. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Contractor 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.

16.3. Upon request from the Town's custodian of public records, Contractor 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.

16.4. 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.

16.5. 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 Contractor shall be delivered by the Contractor to the Town Manager, at no cost to the Town, within seven (7) days. All such records stored electronically by Contractor 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 Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

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

16.7. Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Town.

16.8. **Notice Pursuant to Section 119.0701(2)(a), Florida Statutes. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'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

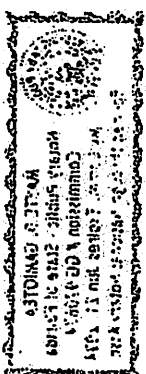
17. **Nonassignability.** This Agreement shall not be assignable by Contractor unless such assignment is first approved by the Town Manager. The Town is relying upon the apparent qualifications and expertise of the Contractor, and such firm's familiarity with the Town's area, circumstances and desires.

18. **Severability.** If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.
19. **Independent Contractor.** The Contractor and its employees, volunteers and agents shall be and remain an independent contractor and not an agent or employee of the Town with respect to all of the acts and services performed by and under the terms of this Agreement. 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.
20. **Compliance with Laws.** The Contractor shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in carrying out Services under this Agreement, and in particular shall obtain all required permits from all jurisdictional agencies to perform the Services under this Agreement at its own expense. Specifically, Contractor shall comply with the Town's Beach Furniture Ordinance, as may be amended from time to time, codified in Chapter 86 (Waterways), Article II (Public Beaches), Sections 86-26 to 86-41, of the Town's Code.
21. **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.
22. **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.
23. **Prohibition of Contingency Fees.** The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, 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 Contractor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.
24. **Public Entity Crimes Affidavit.** Contractor 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.
25. **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.
26. **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.
27. **Boycotts.** The Contractor 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.

- 28. 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 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.
- 29. Background Checks.** Prior to the execution of this Agreement, the Contractor shall furnish the Town with a copy of a screening and background check, including a criminal background check for Contractor, its officials, agents, employees or subcontractors providing Services under this Agreement. The Contractor shall be responsible for updating the Town in writing with any additions and deletions of the individuals authorized to provide Services under this Agreement. In the event that additional individuals are authorized to perform such Services, the Contractor shall furnish the Town with a copy of a screening and background check, including a criminal background check, prior to such individual commencing such Services. It shall be in the Town Manager's complete and sole discretion as to whether the type of check and the results are acceptable.

**[Remainder of page intentionally left blank.
Signature page and E-Verify Affidavit follows.]**

EXHIBIT "A"
TERMS AND CONDITIONS



Mr. J. Edgar Hoover

Washington, D. C.

Dear Sir:

Enclosed

Very truly yours,

W. J. [Signature]

W. J. [Signature]

W. J. [Signature]

Very truly yours,

W. J. [Signature]

W. J. [Signature]

W. J. [Signature]



Town of Surfside Beach Furniture Service Operations

Terms and Conditions

1. Mission Statement

Our mission is to provide the Surfside Residents a first-class, well maintained beach furniture service in which they can enjoy during their leisure time. The beach furniture operation will strictly comply with the Town's beach furniture ordinance.

2. Hours of Operation

The beach furniture service will run in accordance with the Town of Surfside's Parks and Recreation Beach lifeguard tower operating hours listed below.

Month	Beach
January	9:00 am – 5:00 pm
February	9:00 am – 5:00 pm
March	9:00 am – 5:00 pm
April	9:00 am – 5:00 pm
May	9:00 am – 5:30 pm
June	9:00 am – 6:00 pm
July	9:00 am – 6:00 pm
August	9:00 am – 6:00 pm
September	9:00 am – 5:30 pm
October	9:00 am – 5:00 pm
November	9:00 am – 5:00 pm
December	9:00 am – 5:00 pm

Beach furniture shall not inhibit reasonable access on the beach for pedestrians and emergency vehicles, nor impact any native vegetation, nor affect sea turtle nesting areas or other wildlife.

3. Setup Specification

All beach furniture setup is required to comply with the Town of Surfside Beach Furniture ordinance. All set up shall commence at 9:00 am (in accordance with the beach lifeguard hours). The preset number of chairs and umbrellas will be as followed and follows the Town's Beach Ordinance:

- Chairs: 20
- Umbrellas: 10

*The Town reserves the right to change the preset number, to reduce or add chairs at any time in compliance with the Town Beach Ordinance which is subject to change by the Town Commission

4. Furniture: Chairs and Umbrellas

50 – Lounge chairs

- The Town requires for the chairs to be Chaise Lounge aluminum frame (Asch50) with 3-inch customizable cushions (umbrella material).
(Comparable model can be used as substitute)

25 – Umbrellas - with Town logo (to be provided by Town)

25 – Small tables for cup holders

2 - Beach cart – for set up/breakdown

5. Staffing responsibility

Two (2) beach attendants will operate the beach furniture service seven (7) days a week. The only day operations will not be provided will be Christmas Day. They will be responsible for setting beach furniture, safely securing umbrellas, removing any garbage created by residents, enforcing resident only ID policy, and monitoring the weather to ensure timely removal of furniture during inclement weather. Beach operator will be required to assign a designee for all communication with the Town of Surfside.

6. ID Policy

The beach furniture service is for Surfside Residents **ONLY**. Beach attendants will be responsible for checking ID's and ensuring furniture is only being used by Residents. Valid Proof of residency will be required for beach furniture usage. Surfside Residents must present a valid Florida driver license with Surfside Address or Community Center ID's.

7. Beach Cleaning

Before starting the work day, Beach Attendants must verify that the work area is completely free of garbage, at the end of the work day the must ensure to leave the work area clean. Cleaning must comply with the requirements in the Town Beach Ordinance.

8. Storage

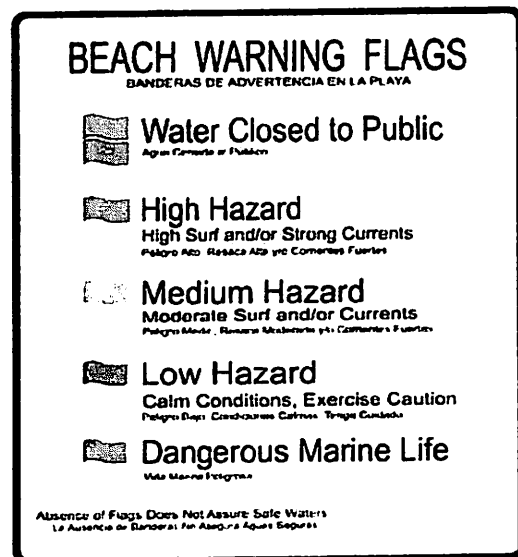
Beach operator is responsible for purchasing storage unit to store all the beach furniture. All beach furniture will be stored in a designated area within the Community Center. At the end of the operating hours, beach attendant is responsible for storing all beach furniture inside the designated storage and lock/secure the storage. All storage regulations must comply with Town ordinances and Code. The Town agrees to reimburse an up to \$13,500 one-time fee for the purchase, delivery, and installation of the storage unit.

9. Lightning Detection Policy

Beach furniture attendants are required to follow the Town of Surfside's Lightning procedure. In case of lightning within a 7-mile radius, a loud one-time horn (RED ALERT) will go off indicating lightning in the area. At that time, beach attendants are responsible for alerting all residents that are utilizing the beach chair operations to vacate the beach and seek shelter immediately. Beach attendant must also seek shelter immediately after resident notification. Operations will not be allowed to resume until we receive the all clear notice (3 loud horns). Beach attendants are required to keep track of the lightning app that the Town follows: EarthNetworks Sferic Siren Status

10. Beach Hazardous Conditions

In the event of hazardous beach conditions (Red Flags), beach furniture attendants must pick up and store all beach furniture equipment if notified by the Town of Surfside. The Town of Surfside will communicate with the beach attendants to inform them of any hazardous conditions as they arise. All beach warning flags will be flown at the beach lifeguard tower and the community center during lifeguard beach operating hours.



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

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

Print Name: Luis Soto

Witness #2 Print Name: Tim Milian

Title: Manager

Entity Name: Black Time Max Ue

ACKNOWLEDGMENT

State of Florida

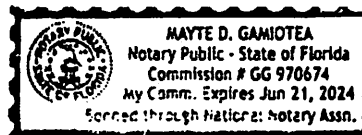
County of MIAMI DADE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 10 day of JANUARY, 2023, by Luis Soto (name of person) as Manager (type of authority) for (name of party on behalf of whom instrument is executed).

Mayte D. Gamotea

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



RESOLUTION NO. 2024-3335

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AN EXTENSION OF THE AGREEMENT WITH BEACH TIME MAX, LLC FOR BEACH FURNITURE SERVICE OPERATIONS AT THE COMMUNITY CENTER; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE EXTENSION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside (the "Town") implemented beach furniture service operations at the Town's Community Center for the exclusive use by Town residents (the "Services"); and

WHEREAS, the Town approved the Services with Beach Time Max, LLC ("Contractor") on November 15, 2022; and

WHEREAS, Contractor and the Town executed an agreement on January 10, 2023 for the Services ("Agreement"); and

WHEREAS, pursuant to Section 3-2 of the Agreement, the rate/fees shall increase by three (3%) percent for each annual renewal term starting on October 1, 2024; and

WHEREAS, the Town Administration recommends to renew the Agreement for another annual term; and

WHEREAS, the Town Commission finds the Services and this Resolution are 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. Implementation. The Town Manager, subject to legal review and approval as to form and legal sufficiency by the Town Attorney, is hereby authorized to take all actions necessary to continue with the Services, the Agreement, and the purposes of this Resolution.

Section 3. Effective Date. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED this 8th day of October, 2024.

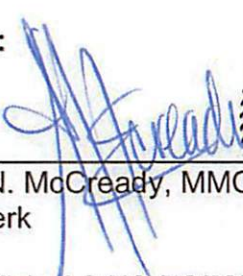
Motion By: Commissioner Velasquez

Second By: Vice Mayor Paul

FINAL VOTE ON ADOPTION:

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

ATTEST:



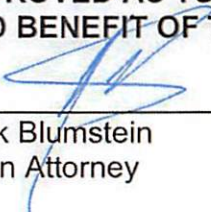
Sandra N. McCready, MMC
Town Clerk





Charles W. Burkett, Mayor

**APPROVED AS TO FORM AND LEGALITY FOR THE USE
AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:**



Mark Blumstein
Town Attorney