

RESOLUTION NO. 2025- 3460

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AN AGREEMENT WITH GM SPORTS TENNIS, LLC FOR THE TOWN'S YOUTH TENNIS PROGRAM FOR FISCAL YEAR 2025/2026; FINDING THAT THE SERVICES ARE EXEMPT FROM COMPETITIVE PROCUREMENT PURSUANT TO SECTION 3-13(7)(D) OF THE TOWN CODE; AUTHORIZING EXPENDITURE OF FUNDS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside ("Town") Parks and Recreation Department has historically contracted with coaches and instructors for the Town's Youth Tennis Program (the "Services"); and

WHEREAS, GM Sports Tennis, LLC ("GM Sports") has agreed to perform the Services necessary to operate the Town's Youth Tennis Program pursuant to the contractual services agreement attached hereto as Attachment "A" (the "Agreement") in an amount not to exceed \$70,000 for Fiscal Year 2025/2026; and

WHEREAS, Section 3-13(7)(d) of the Town Code of Ordinances (the "Code") provides that contracts for recreational and sports providers, as approved by the Town Manager when deemed in the Town's best interests, for the benefit of the citizens of Surfside and the general public at any town sanctioned activity, are exempt from the competitive bidding procedures of the Town Code; and

WHEREAS, the Town Commission finds that the proposed services under the Agreement are exempt from competitive bidding pursuant to Section 3-13(7)(d) of the Town Code; and

WHEREAS, the Town Commission desires to approve the Agreement with GM Sports, in substantially the form attached hereto as Attachment "A," and authorize the expenditure of funds for the Services for Fiscal Year 2025/2026; and

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

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

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

Section 2. Approval. The Town Commission hereby approves the Agreement with GM Sports, in substantially the form attached hereto as Attachment "A." Pursuant to Section 3-13(7)(d) of the Town's Code, the Town Commission finds that the Services provided under the Agreement are exempt from competitive bidding.

Section 3. Authorization and Implementation. The Town Commission hereby authorizes the Town Manager to execute the Agreement with GM Sports, in substantially the form attached hereto as Attachment "A," together with such non-substantive changes as may be approved by the Town Manager, subject to approval by the Town Attorney as to form and legality, and to take any action which is reasonably necessary to implement the purposes of this Resolution.

Section 4. Authorization to Expend Funds. The Town Manager is authorized to expend funds in an amount not to exceed \$70,000 for the Services for Fiscal Year 2025/2026.

Section 5. Effective Date. This Resolution shall take effect immediately upon its adoption.

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

Motion By: Vice Mayor Paul.

Second By: Commissioner Coto.

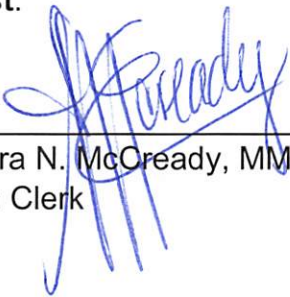
FINAL VOTE ON ADOPTION:

Commissioner Ruben A. Coto
Commissioner Nelly Velasquez
Commissioner Gerardo Vildostegui
Vice Mayor Tina Paul
Mayor Charles W. Burkett

Yes
Absent
Yes
Yes
Yes

Charles W. Burkett, Mayor

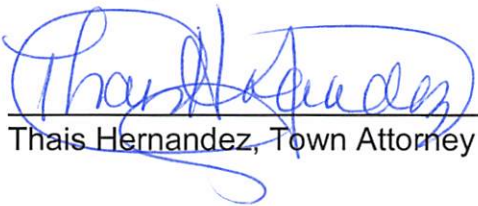
Attest:



Sandra N. McCready, MMC
Town Clerk



APPROVED AS TO FORM AND LEGAL SUFFICIENCY:



Thais Hernandez, Town Attorney

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF SURFSIDE
AND
GM SPORTS TENNIS, LLC**

THIS AGREEMENT (this "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 **GM SPORTS TENNIS, LLC**, a Florida Limited Liability Company, (hereinafter, the "Consultant").

WHEREAS, the Town seeks to retain a Consultant to assist with CRS Program participation requirements and maximizing municipal efforts to secure an improved classification in the CRS Program; and

WHEREAS, Town agrees to allow Provider to conduct tennis programs ("Services") at Town parks and recreation facilities, including the Town's community center ("Town Facilities"); and

WHEREAS, Provider is willing to provide proof of required insurance, release, and indemnify the Town from any liability related to the conduct of the Services.

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

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

1. Scope of Services.

1.1. Consultant shall provide the Services on a non-exclusive basis as set forth herein (the "Services").

1.1.1. Duration: October 1st, 2025, through September 30th, 2026.

1.1.2. Days/Hours of Operations: Monday through Saturday

1.1.3. Time of Operation: Monday – Friday (4:00PM – 8:00PM) & Saturday (9:00AM – 12:00PM)

1.1.4. Anticipated attendance: Maximum 6 Participants per class. Minimum 4 Participants to run.

1.1.5. Student to Instructor Ratio: 6 to 1

1.1.6. Reservation: Town reserves the right to move Provider to another location/building in the Town when necessary to run a Town program.

1.1.7. Inclement Weather Policy: In the interest of safety, the Town reserves the right to cancel any outdoor program, class, or event due to inclement weather or unsafe conditions. The following terms apply to weather-related cancellations and determine instructor compensation:

1.1.8. Advance Cancellation (1 Hour or More Notice): If the Town cancels a class with at least one (1) hour notice before the scheduled start time, no payment will be issued.

1.1.9. Short-Notice Cancellation (Less Than 1 Hour Notice): If the Town cancels a class with less than one (1) hour notice, the instructor will be paid 50% of the agreed class rate.

1.1.10. On-Site Cancellation: If the Instructor is on-site and ready to begin, and the class is canceled due to sudden weather changes, the instructor will receive 100% payment, provided that:

1.1.11. The class had not started or ran for less than 30 minutes, and

1.1.12. Town staff verifies the instructor was present and prepared.

1.1.13. Partial Class (30+ Minutes Completed): If a class is interrupted by weather after 30 minutes or more of instruction, it is considered a completed session, and full payment will be issued.

1.1.14. Instructor Responsibility: Instructors are expected to monitor weather conditions and maintain open communication with Town staff. While decisions may be made collaboratively, the final decision rests with the Town.

1.2. Town will provide:

1.2.1. Production and distribution of marketing materials

1.2.2. Field/Courts

1.2.3. Custodial staff for sanitizing and disinfecting

1.2.4. All necessary equipment and first aid supplies

1.3. Provider will be responsible for:

1.3.1. Repair or replacement of any damaged or missing Town equipment

1.3.2. Proof of all insurance with endorsements as outlined herein.

1.3.3. Proof of current background checks as required herein.

1.3.4. Compliance with all applicable local, state and federal laws and regulations, including all current licenses and certifications required to perform the Services.

2. Term/Commencement Date.

2.1. The term of this Agreement shall be for one year commencing on the Effective Date, unless terminated in accordance with Paragraph 8 below. Any renewal or extension of this Agreement shall require approval by the Town Manager.

2.2. Consultant agrees that time is of the essence and Consultant shall complete the Services within the term of this Agreement, unless extended by the Town Manager.

3. Compensation and Payment.

3.1. Consultant shall only receive the below listed compensation or benefits from the Town. Consultant shall pay all its own expenses incurred in performing the Services except that the Town shall reimburse Provider for expenses pre-approved in writing by the Town Manager. Town shall pay an hourly base fee of \$75.00 per class (not to exceed \$70,000.00 in Fiscal Year 2026) to Consultant for Services as provided hereinabove.

3.2. Consultant shall deliver an invoice to Town no more often than once per month detailing Services completed and the amount due to Consultant under this Agreement. Fees shall be paid in arrears each month, pursuant to Consultant's invoice, which shall be based upon the percentage of work completed for each task invoiced. 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. Consultant shall be responsible for the payment of all taxes and withholdings in connection with earnings. Town shall report fees earned by Consultant to the Internal Revenue Service on IRS Form 1099, as may be required.

4. SubConsultants.

4.1. The Consultant shall be responsible for all payments to any sub-contractor and shall maintain responsibility for all work related to the Services.

4.2. Consultant may only utilize the services of a particular sub-contractor 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 Consultant to assist Consultant in performing the Services.

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

6. Consultant's Responsibilities; Representations and Warranties.

6.1. 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.

6.2. 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.

6.3. 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.

7. Conflict of Interest.

7.1. 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.

8. Termination for Convenience.

8.1. This Agreement may be terminated by the Town, without cause or for convenience, by providing Consultant with written notice thereof by certified mail, return receipt requested, or by hand delivery, to be effective ten (10) days from the date of said notice. .

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

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

8.4. In the event of termination, the Consultant shall be paid for all work accepted by the Town Manager up to the date of termination, provided that the Consultant has first complied with the provisions of Paragraph 18.7.

8.5. The Consultant 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. Consultant shall secure and maintain throughout the duration of this agreement insurance of such types and in such amounts not less than those specified below as satisfactory to Town, naming the Town as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the 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 Consultant's insurance and shall not contribute to the Consultant's insurance. The insurance coverages shall include at a minimum the amounts set forth in this section and may be increased by the Town as it deems necessary or prudent.

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 Consultant. 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 Consultant 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.

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

9.1.5. Notwithstanding the preceding, the commercial auto policy requirement is waived for the Consultant where the Consultant affirmatively asserts that its vehicle usage is not in connection with the services provided to the Town. The parties agree that the Consultant is using its vehicles solely to travel to/from the Town for the contracted activity and is not using a vehicle to shuttle or transport people as part of the services it is providing to the Town. The Parties acknowledge that the Town's waiver of this provision is made in reliance on the proceeding assertions by the Consultant.

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 Consultant shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Agreement, including any extensions or renewals that may be granted by the Town. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and shall state that such insurance is as required by this Agreement. The Town reserves the right to inspect and return a certified copy of such policies, upon written request by the Town. If a policy is due to expire prior to the completion of the Services, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Town before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Town.

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 Consultant in performance of this Agreement. The Consultant's insurance, including that applicable to the Town as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Town shall be in excess of and shall not contribute to the Consultant's insurance. The Consultant's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.

9.4. Deductibles. All deductibles or self-insured retentions must be declared to and be reasonably approved by the Town. The Consultant shall be responsible

for the payment of any deductible or self-insured retentions in the event of any claim.

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

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

11. Background Check.

11.1. Consultant agrees that based upon the type of Services to be provided, the Agreement is conditioned upon successful completion of current criminal and other background checks, including all of the following: drug screening, criminal, credit check, reference check, past employment verification, and proof of education.

11.2. Consultant shall be responsible for maintaining current background checks on all employees involved in the performance of the Agreement. Background checks shall be performed prior to the performance of any Services by the Consultant and its employees under this Agreement. Written verification of all background checks shall be provided to the Town Manager prior to the performance of any Services by the Consultant and its employees under this Agreement. Consultant acknowledges that in the performance of the Services contemplated in this Agreement, Consultant and its employees may have contact with children. Accordingly, no employees shall be assigned to perform Services for the Town under this Agreement whose background check reveals behavior which would prohibit such contact. Documentation of required certification and insurance must be provided to the Town prior to commencement of any instructional services by either Consultant, instructors or others hired by Consultant.

12. Force Majeure: Neither party will be liable to the other or be deemed to be in breach of this Agreement for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include, but are not limited to, acts of God or the public enemy, terrorism, significant fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, or governmental authorities approval delays which are not caused by any act or omission by Provider. The party whose performance is affected shall request an extension of time to perform its obligations stated in this Agreement by notifying the other party, which it is obligated to do within ten (10) days following the event. If the notified party agrees that the event was the cause of the delay, the time to perform the obligations stated in this Agreement shall be extended by the number of days of delay caused by the event. If the required notice is not given by the delayed party, no time extension shall be granted.

13. Attorneys Fees and Waiver of Jury Trial.

13.1. 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.

13.2. 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.

14. Indemnification.

14.1. Consultant releases the Town, its elected officials, officers, employees, agents, contractors, and volunteers from all costs, damages, and expenses, including any attorney's fees arising from any claims, damages, and liabilities by Provider and any third parties arising from, related to, and connected with the Services provided pursuant to this Agreement and Provider's use of the Town's Facilities.

14.2. Consultant shall defend, 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 Consultant's performance or non-performance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the Consultant and third parties made pursuant to this Agreement. Consultant shall reimburse the Town for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising from Consultant's performance or non-performance of this Agreement.

14.3. 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.

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

15. 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.

16. 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.

17. Entire Agreement/Modification/Amendment.

17.1. 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.

17.2. 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.

18. Ownership and Access to Records and Audits.

18.1. 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).

18.2. 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 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 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.

18.3. 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.

18.4. 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.

18.5. 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.

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

18.7. 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.

18.8. **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:	smccreedy@townofsurfsidefl.gov

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

20. **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.

21. **Independent Contractor.** The Consultant 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.

- 22. Compliance with Laws.** The Consultant shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in carrying out Services under this Agreement, including federal, State of Florida, Miami-Dade County, the Town of Surfside, and in particular shall obtain all required permits from all jurisdictional agencies to perform the Services under this Agreement at its own expense.
- 23. 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.
- 24. 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.
- 25. 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.
- 26. 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.
- 27. 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.
- 28. 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.
- 29. 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.
- 30. 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: _____

Title: _____

Witness #2 Print Name: _____

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

By: _____
Mario Diaz
Acting Town Manager

Attest:

By: _____
Sandra N. McCready, MMC
Town Clerk

Approved as to form and legal
sufficiency:

By: _____
Thais Hernandez
Town Attorney

Addresses for Notice:

Mario Diaz
Town of Surfside
Attn: Town Manager
9293 Harding Avenue
Surfside, FL 33154
305-861-4863 (telephone)
305-993-5097 (facsimile)
mblumstein@townofsurfsidefl.gov
(email)

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
(email)

CONSULTANT

By: _____
Name:
Title:
GM Sports Tennis, LLC

Addresses for Notice:

Name: Cristian Garcia
Title: Owner
GM Sports Tennis, LLC
Address: 8900 Collins Ave, Apt.
404, Surfside FL 33154
Telephone:
Facsimile:
Email