

RESOLUTION NO. 2025-3469

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AN AGREEMENT WITH ALVES SPORTS GROUP LLC FOR THE TOWN'S YOUTH SOCCER 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 Soccer Program (the "Services"); and

WHEREAS, Alves Sports Group LLC ("Alves Sports") has agreed to perform the Services necessary to operate the Town's Youth Soccer Program pursuant to the Contractual Services Agreement attached hereto as Attachment "A," (the "Agreement") in an amount not to exceed \$55,000 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 Alves 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 Alves 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 Alves 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 \$55,000 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 9th day of December, 2025.

Motion By: Commissioner Vildostegui

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>



Charles W. Burkett, Mayor

ATTEST:



Sandra McCready, MMC
Town Clerk



Approved as to Form and Legal Sufficiency:



Thais Hernandez
Town Attorney

**TOWN OF SURFSIDE
CONTRACTUAL SERVICES AGREEMENT**

Soccer Programs

This Contractual Services Agreement (the “Agreement”) is made and entered into as of this 1st day of October, 2025, by and between **Alves Sports Group, LLC**, a Florida Limited Liability Company, its Successors and/or Assigns (hereinafter “Contractor”), with a principal address of 1001 91st Street Apt. 607 Bay Harbor, Fl 33154 and the **Town of Surfside, Florida**, a Florida municipal corporation (hereinafter “Town”), with a principal address of 9293 Harding Avenue, Surfside, Florida 33154.

WHEREAS, Town agrees to allow Contractor to conduct Soccer programs (“Services”) at Town parks and recreation facilities, including the Town’s community center (“Town Facilities”); and

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

NOW, THEREFORE, in exchange for the mutual promises contained herein, the Contractor and Town agree as follows:

1. **RECITALS**: The recitals are incorporated herein and made part of this Agreement.

2. **RELEASE, HOLD HARMLESS AND INDEMNIFICATION**:

a. Contractor 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 Contractor and any third parties arising from, related to, and connected with the Services provided pursuant to this Agreement and Contractor’s use of the Town’s Facilities.

b. Contractor shall defend, indemnify, and hold harmless the Town, its elected officials, officers, agents, and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, including legal fees and costs, arising out of or, related to, or in any way connected with the Services provided pursuant to this Agreement and Contractor’s use of Town Facilities in providing the Services. For other and additional good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Contractor, including but not limited to the Contractor’s officers, officials, employees, representatives, agents, contractors, officers, subcontractors and their officers, and all those others providing the Services, against any and all liability, loss, cost, damages, expenses, claims or actions of whatever type or nature, including but not limited to attorney and expert fees and suit costs, for trials and appeals, that the Town may pay, sustain, or incur arising wholly or in part due to any negligent or deliberate act, error or omission of Contractor in the execution, performance or non-performance or failure to adequately perform the Services and Contractor’s obligation pursuant to this Agreement. This Section 2 shall survive the termination or expiration of this Agreement.

3. **SOVEREIGN IMMUNITY**: Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the Town’s sovereign immunity protections existing under the laws of the State of Florida, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

4. **TERM/COMMENCEMENT DATE**. The term of this Agreement shall be for one (1) year commencing on the Effective Date as set forth in the Proposal, unless terminated in accordance with

Paragraph 5 below. Any renewal or extension of this Agreement shall require approval by the Town Manager. 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.

5. **TERMINATION FOR CONVENIENCE**: This Agreement may be terminated by the Town, without cause or for convenience, by providing Contractor 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. This Agreement may be terminated by Contractor, without cause, by providing Town written notice thereof by certified mail, return receipt requested, or by hand delivery, to be effective sixty (60) days from the date of said notice.

6. **ASSIGNMENT**: Contractor shall not assign all or any portion of this Agreement, or its obligations under this Agreement, without the prior written consent of the Town Manager, in the Town Manager's sole and absolute discretion. Contractor shall notify the Town Manager of any proposed assignment, in writing, at least sixty (60) days prior to the proposed effective date of such assignment. If any such assignment is approved in writing by the Town Manager, the assignee shall agree to be bound by all the terms, covenants and obligation of this Agreement required of Contractor.

7. **CONTRACTOR'S RESPONSIBILITIES; REPRESENTATIONS AND WARRANTIES.**

7.1 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.

7.2 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 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.

7.3 The Contractor 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 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.

8. **CONFLICT OF INTEREST**. To avoid any conflict of interest or any appearance thereof, Contractor 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.

9. **NO DISCRIMINATION/EQUAL OPPORTUNITY EMPLOYER**: Contractor agrees to comply with all local and state civil rights ordinances and with Title VI of the Civil Rights Act of 1984 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive

Order 11248 as amended by Executive Orders 11375 and 12086. Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/family status, or status regarding public assistance. Contractor shall take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Contractor agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 708), which prohibits discrimination against the handicapped in any federally assisted program.

10. **DISCRETION OF TOWN:** Contractor agrees to consult, review and receive prior approval on every aspect of the Services with the Town before implementing. Any matter not expressly provided for herein dealing with the Town or decisions of the Town pertaining to this Agreement shall be within the exercise of the reasonable professional discretion of the Town Manager or his Designee/Director Parks and Recreation.

11. **INDEPENDENT CONTRACTOR RELATIONSHIP:** Contractor and its employees, volunteers, and agents shall be and remain independent from, and not an agent or employee of the Town with respect to all Services performed and all activities of Contractor. 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. Contractor, including its employees and agents, is an independent Contractor and shall be treated as such for all purposes. Nothing contained in this Agreement, or any action of the parties, shall be construed to constitute or to render Contractor an employee, partner, agent, shareholder, officer or in any other capacity other than as an independent contractor, other than those obligations which have been or shall have been undertaken by the Town. Contractor shall be responsible for all its own expenses in performing its duties as contemplated under this Agreement. The Town shall not be responsible for any expense incurred by Contractor. The Town shall have no duty to withhold any federal income taxes or pay social security taxes, and that such obligations shall be that of Contractor other than those set forth in this Agreement. Contractor shall furnish its own transportation, office and other supplies as it determines necessary in carrying out its duties under this Agreement.

12. **COSTS: FEE/HOURS OF SERVICE:** Contractor shall only receive the below listed compensation or benefits from the Town. Contractor shall pay all its own expenses incurred in performing the Services except that the Town shall reimburse Contractor for expenses pre-approved in writing by the Town Manager. Town shall pay an hourly base fee of **\$100.00/Head Coach per class, \$50.00/First Assistant Coach per class and \$30.00/Second Assistant Coach per class (not to exceed \$55,000 in Fiscal Year 2026)** to Contractor for Services as provided hereinabove. Contractor shall submit an invoice monthly to the Town for the Services provided. Contractor shall be responsible for the payment of all taxes and withholdings in connection with earnings. Town shall report fees earned by Contractor to the Internal Revenue Service on IRS Form 1099, as may be required.

13. **PROOF OF INSURANCE:** 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.

- 13.1 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.
- 13.2 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.
- 13.3 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.
- 13.4 Professional Liability Insurance in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence, single limit.

Notwithstanding the preceding, the commercial auto policy requirement is waived for the Contractor where the Contractor affirmatively asserts that its vehicle usage is not in connection with the services provided to the Town. The parties agree that the Contractor 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 Contractor.

- 13.5 **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.

13.6 **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.

13.7 **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.

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

ANY EXCEPTIONS TO THE INSURANCE REQUIREMENTS IN THIS SECTION MUST BE APPROVED IN WRITING BY THE TOWN.

14. **BACKGROUND CHECK:** Contractor 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.

Contractor 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 Contractor 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 Contractor and its employees under this Agreement. Contractor acknowledges that in the performance of the Services contemplated in this Agreement, Contractor 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 Contractor, instructors or others hired by Contractor.

15. **TERMS AND CONDITIONS OF THE AGREEMENT:**

- a. **Duration:** October 1st, 2025, through September 30th, 2026.
- b. **Days/Hours of Operations:** Tuesdays & Thursdays
- c. **Time of Operation:** 4:00PM – 8:00PM
- d. **Anticipated attendance:** Maximum 20 Participants per class. Minimum 10 Participants to run.
- e. **Student to Instructor Ratio:** 20 to 1
- f. **Reservation:** Town reserves the right to move Contractor to another location/building in the Town when necessary to run a Town program.
- g. **Weather Policy:** In the event the Town cancels a session or class due to weather conditions, the Contractor shall compensate the Town by offering equivalent make-up sessions or classes at no additional cost.

h. Town will provide:

- i. Production and distribution of marketing materials
- ii. Field
- iii. Custodial staff for sanitizing and disinfecting
- iv. All necessary equipment and first aid supplies

i. Contractor will be responsible for:

- i. Repair or replacement of any damaged or missing Town equipment
- ii. Proof of all insurance with endorsements as outlined in Section 10 above.
- iii. Proof of current background checks as required in Section 11 above.
- iv. Compliance with all applicable local, state and federal laws and regulations, including all current licenses and certifications required to perform the Services.

16. **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.

17. **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 Contractor. 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.

18. **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.

19. **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.

20. **VENUE:** The validity of this Agreement and the interpretation and performance of all its terms shall be construed and enforced in accordance with the laws of the State of Florida. The venue or location of any action or proceeding commenced under or pursuant to this Agreement shall be in Miami-Dade County, in the State of Florida.

21. PREVAILING PARTY COST AND ATTORNEY'S FEES/WAIVER OF JURY TRIAL:

a. If either the Town or the Contractor is required to enforce the terms of this Agreement by court proceedings or otherwise, whether formal legal action is required or not, the prevailing party shall be entitled to recover from the other party all costs, expenses, and reasonable attorney's fees in accordance with the laws of the State of Florida.

b. 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.

22. **SEVERABILITY**: The parties to this Agreement expressly agree that it is not their intention to violate any public policy, statutory or common law rules, regulations, or decisions of any governmental or regulatory body, If any provision of this Agreement is judicially or administratively interpreted or construed as being in violation of any such policy, rule, regulation, or decision, the provision, sections, sentence, word, clause, or combination thereof causing such violation will be inoperative (and in lieu thereof there will be inserted such provision, section, sentence, word, clause, or combination thereof as may be valid and consistent with the intent of the parties under this Agreement) and the remainder of this Agreement, as amended, will remain binding upon the parties, unless the inoperative provision would cause enforcement of the remainder of this Agreement to be inequitable under the circumstances.

23. **ENTIRE AGREEMENT**: This Agreement shall constitute the entire agreement and understanding of the parties relating to the subject matter hereof superseding all prior communications between the parties whether oral or written, and this Agreement may not be altered, modified or otherwise changed nor may any of the terms hereof be waived, except by a written instrument executed by both parties and approved by the Town Attorney. Nothing in this Agreement is intended or should be construed as in any way creating or establishing the relationship of partners or joint ventures between the Town and Contractor.

24. **COMPLIANCE WITH LAWS**: Contractor shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in carrying out the Services and/or while occupying the Town's Facilities. Contractor shall obtain all required permits from all jurisdictional agencies, including the Town, to perform any Services. Contractor shall conduct its operations so as not to interfere with or close any other activities scheduled at Town Facilities, without the written consent of the Town or governing jurisdiction and in compliance with all local, state, and federal regulations, certifications, permits, and requirements.

25. **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.

26. **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.

27. **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.

28. **OWNERSHIP AND ACCESS TO RECORDS AND AUDITS**:

a. 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 his designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this

Agreement, have access to and the right to examine and audit any records of the 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.

b. 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.

c. Unless otherwise provided by law, all records, including but not limited to reports, other data and documents provided or created in connection with this Agreement are and shall remain the property of the Town.

d. Upon completion of this Agreement or in the event of termination by either party, 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 all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

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

f. 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.

29. 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: Town Clerk

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

Telephone number: 305-861-4863

Email: smccready@townofsurfsidefl.gov

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.

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

The undersigned have executed this Agreement on the ____ day of _____, 2025.

TOWN OF SURFSIDE, FL,
A Florida Municipal Corporation

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

Attest:

Sandra McCready, MMC, Town Clerk

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

Thais Hernandez, Town Attorney

Alves Sports Group, LLC, A Florida
Limited Liability Company

Eduardo Gabriel Alves
Manager
Alves Sports Group, LLC
1001 91st Street Apt.607
Bay Harbor, Florida 33154

E-VERIFY AFFIDAVIT

In accordance with Executive Order 11-116, and Section 448.095 of the 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-participationenrollment-in-e-verify>

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

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

In the presence of:

Signed, sealed and delivered by:

Witness #1 Print Name: _____

Print Name: _____

Witness #2 Print Name: _____

Title: _____

Entity Name: _____

ACKNOWLEDGMENT

State of Florida
County of _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 20__, by _____
(name of person) as _____ (type of authority) for _____
_____ (name of party on behalf of whom instrument is executed).

Notary Public (Print, Stamp, or Type as
Commissioned)

Personally known to me; or

Produced identification (Type of Identification: _____)

Did take an oath; or

Did not take an oath