

RESOLUTION NO. 2026 - 3504

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING THE PURCHASE OF A DRONE LIGHT SHOW FOR FY 2026 IN COMPLIANCE WITH THE TOWN'S MULTI-YEAR AGREEMENT WITH SKY ELEMENTS, LLC FOR FOURTH OF JULY DRONE LIGHT SHOW SERVICES; FINDING THAT THE PURCHASE IS EXEMPT FROM COMPETITIVE BIDDING PURSUANT TO SECTION 3-13(7)(C) AND 3-13(7)(D) OF THE TOWN CODE; AUTHORIZING ACTING THE TOWN MANAGER TO ENTER INTO A PURCHASE ORDER FOR SUCH PURCHASE; PROVIDING FOR IMPLEMENTATION AND FOR AN EFFECTIVE DATE

WHEREAS, the Town of Surfside (Town") intends to host a Fourth of July event at the Town Community Center (the "Event") on July 4, 2026; and

WHEREAS, the Town desires to enhance the Event with a drone light show; and

WHEREAS, in 2023, the Town approved and entered into an agreement with Sky Elements, LLC for drone light services ("Services") for fiscal years 2024, 2025 and 2026 ("Agreement") (see Res. 2023-3226, attached hereto as Exhibit "A" (fully executed Agreement at Exhibit "B")); and

WHEREAS, the Town now desires to purchase the Services from Sky Elements, LLC ("Sky Elements LLC") for the Event pursuant to the Agreement; and

WHEREAS, in accordance with Section 3-13(7)(c) and (d) of the Town Code of Ordinances (the "Code"), artistic and entertainment services benefitting the citizens of Surfside and the general public at any Town sanctioned activity are exempt from the competitive procurement requirements of Chapter 3 of the Town Code; and

WHEREAS, the Town Commission wishes to authorize the Acting Town Manager to enter into a Purchase Order to purchase the Services for the Event from Sky Elements, LLC in an amount not to exceed \$65,000.00; and

WHEREAS, the Town Commission finds that the purchase of the Services is in the best interests 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 Adopted. Each of the above-stated recitals are hereby adopted, confirmed and incorporated herein.

Section 2. Approval and Authorization. The purchase of the Services in an amount not to exceed \$65,000.00 from Sky Elements, LLC is hereby approved, in accordance with Resolution 2023-3226 and the Agreement attached hereto as Exhibit "A."

Section 3. Exemption from Competitive Bidding. The Town Commission finds that pursuant to Section 3-13(7)(c) and (d) of the Code, the purchase of the Services is exempt from the competitive procurement requirements of Chapter 3 of the Town Code.

Section 4. Implementation. The Acting Town Manager and/or designee are authorized to take any and all necessary or further action to implement the purchase of the Services and the purposes of this Resolution and the Agreement.

Section 5. Effective Date. This Resolution shall be effective immediately upon adoption.

PASSED AND ADOPTED this 14th day of April, 2026.

Motion by Commissioner Vildostegui,

Second by Commissioner Travani.

FINAL VOTE ON ADOPTION:

Commissioner Andrea Travani	<u>Yes</u>
Commissioner Gerardo Vildostegui	<u>Yes</u>
Commissioner David Weingot	<u>Absent</u>
Vice Mayor Dayana Benmergui	<u>Absent</u>
Mayor Charles W. Burkett	<u>Yes</u>

Charles W. Burket, Mayor


Attest:



Sandra N. McCready, MMC
Town Clerk



Approved as to Form and Legal Sufficiency:



Thais Hernandez, Town Attorney

RESOLUTION NO. 2023- 3226

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AN AGREEMENT WITH SKY ELEMENTS, LLC FOR FOURTH OF JULY DRONE LIGHT SHOW SERVICES; AUTHORIZING THE TOWN MANAGER TO NEGOTIATE AND ENTER INTO THE AGREEMENT FOR THE SERVICES; FINDING THAT THE SERVICES ARE EXEMPT FROM COMPETITIVE BIDDING PURSUANT TO SECTION 3-13(7)(C) AND 3-13(17)(D) OF THE TOWN CODE; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on July 4, 2024, the Town of Surfside ("Town") intends to host a Fourth of July event at the Town Community Center (the "Fourth of July Event"); and

WHEREAS, the Town desires to enhance the Fourth of July Event with a drone light show; and

WHEREAS, the Town sought out quotes for drone light show services (the "Services") and received three (3) proposals, including one from Sky Elements, LLC ("Contractor"), attached hereto as Exhibit "A," in the amount of \$65,000 for Fiscal Year 2024; and

WHEREAS, due to Contractor's experience, credibility and pricing, Town staff recommends that the Town Commission approve and authorize the Town Manager to negotiate and enter into an agreement with Contractor for the Services, in substantially the form attached hereto as Exhibit "B" (the "Agreement"); and

WHEREAS, pursuant to Section 3-13(7)(c) and (d) of the Town Code of Ordinances (the "Code"), artistic and entertainment services benefitting the citizens of Surfside and the general public at any Town sanctioned activity are exempt from the competitive procurement requirements of Chapter 3 of the Town Code; and

WHEREAS, the Town Commission desires to approve and authorize the Town Manager to negotiate and enter into the Agreement, in substantially the form attached hereto as Exhibit "A," with the Contractor for a three (3) year term, and in an amount not to exceed \$65,000 for the Services for Fiscal Year 2024; and

WHEREAS, pursuant to Section 3-13(7)(c) and (d) of the Town Code, the Town Commission finds that the Services are exempt from the competitive procurement requirements of Chapter 3 of the Town Code as artistic and entertainment services; and

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

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

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

Section 1. Approval and Authorization. The Town Commission hereby approves the Agreement, in substantially the form attached hereto as Exhibit "B," with the Contractor in an amount not to exceed \$65,000 for the Services for Fiscal Year 2024. The Town Manager is hereby authorized to negotiate and enter into the Agreement with the Contractor, in substantially the form attached hereto as Exhibit "B," subject to the approval as to form, content, and legal sufficiency by the Town Manager and Town Attorney.

Section 2. Exemption from Competitive Bidding. The Town Commission finds that, pursuant to Section 3-13(7)(c) and (d) of the Town's Code, the Services are exempt from the competitive procurement requirements as artistic and entertainment

services benefitting the citizens of the Town and the general public at the Fourth of July Event.

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

Section 2. Effective Date. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED on this 14th day of November, 2023.

Motion By: Commissioner Landsman
Second By: Vice Mayor Rose

FINAL VOTE ON ADOPTION:


Commissioner Fred Landsman	<u>Yes</u>
Commissioner Marianne Meisheid	<u>Absent</u>
Commissioner Nelly Velasquez	<u>Yes</u>
Vice Mayor Jeffrey Rose	<u>Yes</u>
Mayor Shlomo Danzinger	<u>Yes</u>

Attest:



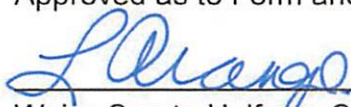
Sandra McCready, MMC
Town Clerk





Shlomo Danzinger, Mayor

Approved as to Form and Legal Sufficiency:



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

**PROFESSSERVICES AGREEMENT
BETWEEN
THE TOWN OF SURFSIDE
AND
SKY ELEMENTS, LLC**

THIS AGREEMENT (this "Agreement") is made effective as of the ____ day of _____, 2023 (the "Effective Date"), by and between the **TOWN OF SURFSIDE**, a Florida municipal corporation, (hereinafter the "Town"), and **SKY ELEMENTS, LLC**, a Texas Limited Liability Company (hereinafter, the "Contractor").

WHEREAS, the Town desires services related to the design and execution of a drone light show for Town's Fourth of July event on July 4, 2024 (the "Services"); and

WHEREAS, the Contractor will perform services on behalf of the Town, all as further set forth in the Proposal dated July 27th, 2023, 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.**
2. Contractor shall provide the Services set forth in the Proposal attached hereto as Exhibit "A" and incorporated herein by reference (the "Services")
3. 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.
4. **Term/Commencement Date.**
5. The term of this Agreement shall be for a term of three (3) years for FY 2024, 2025 and 2026, commencing on the Effective Date through three (3) years thereafter, unless earlier terminated in accordance with Paragraph 8.
6. 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.

7. Compensation and Payment.

3.1. Compensation for Services provided by Contractor shall be in accordance with the Proposal attached hereto as Exhibit "A," in an amount not to exceed \$65,000 in FY 24, FY 25, and FY 26.

3.2. All Services performed shall be invoiced to the Town. Upon receipt of an acceptable and approved invoice, payment(s) shall be made within thirty (30) days for that portion (or those portions) of the service satisfactorily rendered (and referenced in the particular 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.

8. Subcontractors.

8.1. The Contractor shall be responsible for all payments to any subcontractors and/or vendors and shall maintain responsibility for all work related to the Services.

8.2. Contractor may only utilize the services of a particular subcontractor or vendor with the prior written approval of the Town Manager or his designee, which approval may be granted or withheld in the Town Manager or his designee's sole and absolute discretion.

9. Town's Responsibilities.

9.1. Town shall make available any information, 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.

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

10. Contractor's Responsibilities; Representations and Warranties.

10.1. 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.

10.2. 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.

10.3. 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.

11. Conflict of Interest.

11.1. 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.

12. Termination.

12.1. The Town Manager, without cause, may terminate this Agreement upon five (5) calendar days written notice to the Contractor, or immediately with cause.

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

12.3. 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.

12.4. 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.

13. Insurance.

13.1. 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.

13.1.1. 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.

13.1.2. 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.

13.1.3. 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.

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

13.2. 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.

13.3. Additional Insured. Except with respect to 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.

13.4. 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.

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

14. 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.

15. Attorneys Fees and Waiver of Jury Trial.

15.1. 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.

15.2. 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.

16. Indemnification.

16.1. 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.

16.2. 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.

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

17. 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.

18. 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.

19. Entire Agreement/Modification/Amendment.

19.1. 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.

19.2. 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.

20. Ownership and Access to Records and Audits.

20.1. 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).

20.2. 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.

20.3. 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.

20.4. 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.

20.5. 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.

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

20.7. 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.

20.8. 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: smccreedy@townofsurfsidefl.gov

21. 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.

- 22. 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.
- 23. 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.
- 24. 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.
- 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. 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.
- 27. 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.
- 28. 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.
- 29. 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.

- 30. 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.
- 31. 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.
- 32. 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.
- 33. Background Checks.** Contractor agrees that based upon the Services to be provided, the Agreement is conditioned upon successful completion of current criminal background checks of all staff, including any or all of the following; criminal check, drug screening, 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 Services pursuant to this Agreement. Background checks must be performed prior to the performance of any work by the contractor under this Agreement. Written verification of all background checks must be provided to the Town prior to the performance of any work by the contractor under this Agreement. Contractor acknowledges that in the performance of the Services contemplated in this Agreement, Contractor's staff may have contact with children. Accordingly, no employees shall be assigned to work 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 services by Contractor or staff hired by Contractor.

**[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK.
SIGNATURE PAGE FOLLOWS]**

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-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

EXHIBIT "A"
SCOPE OF SERVICES



Surfside Drone Show Options

Who Is Sky Elements?

Sky Elements is the leading provider of Drone Light Shows in North and South America.

Our drone shows are more than just lights in the sky and are guaranteed to turn heads for miles. With the ability to completely custom-design every aspect of your show, we can turn your vision into reality and bring attention to your event in a truly unique way.

Let us help you tell your story the way it deserves to be told.



What Our Clients Say

“We surprised our guests with a drone show at our Lord Of The Rings red carpet event, and everyone was blown away!” - [Amazon Prime Video](#)

“The Drone Show was the best part of the night! Sky Elements made sure to find the best place to line up the show for the perfect shot” - [Wynn Las Vegas](#)

“I’ve never seen anything like it” - [Oakland A’s](#)

“The Sky Elements team knows how to put on a show. I can’t wait for the next one!” - [FC Dallas](#)



How Long is a Drone Show?

Our Drone Shows can fly for up to
12 minutes!

How Long is Setup?

Our setup process is same-day. We show up **5 hours** before showtime to setup, test, and ensure your show is flawless.

What About Weather?

Our drones are designed to withstand **30+ MPH wind, medium to light rain**, and any level of Earthquake!

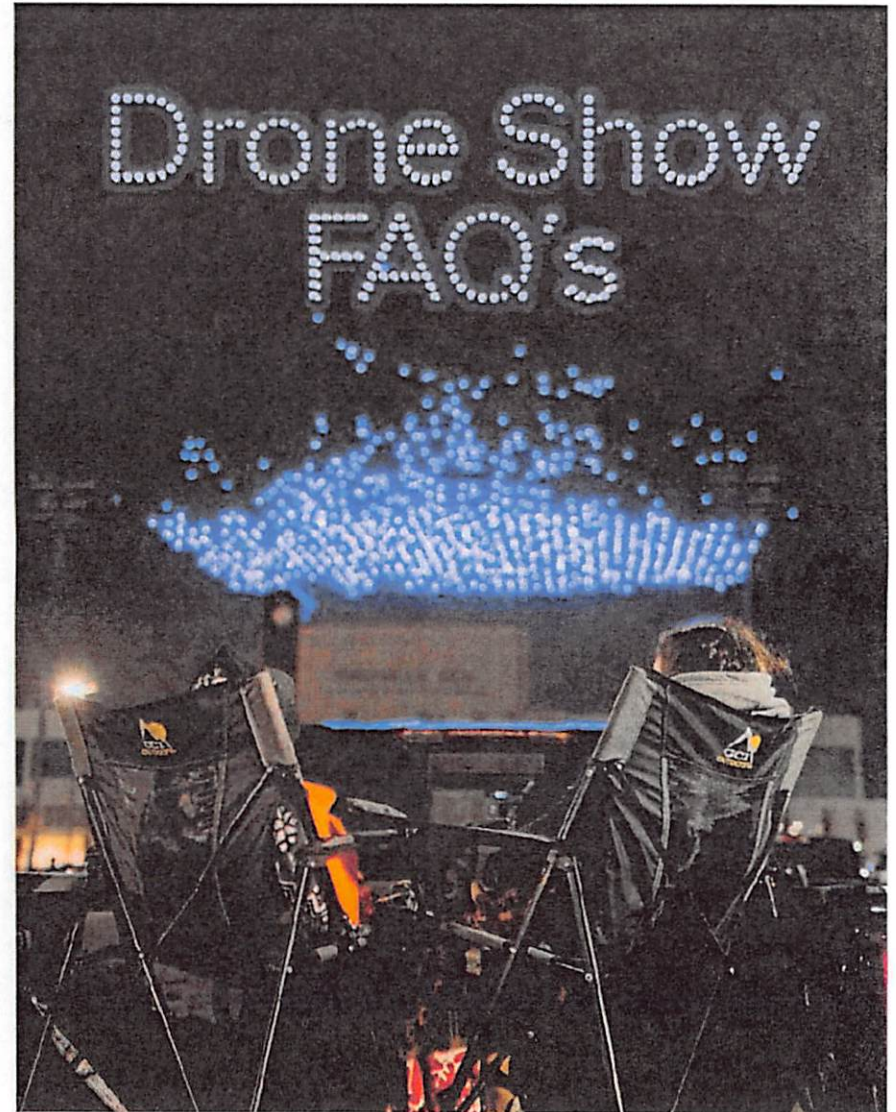
What's in a Drone Show?

You can have up to 12 custom animations throughout your show. **Each show is custom tailored** to fit your needs.

Can We Sync Music?

Of Course! What isn't better with music? Sky Elements helps sync up music so your audience is completely captivated!

Ask Sky Elements about **Infinite Drone Shows**



How Many Drones

Do I Need?

Ultimately, it's entirely up to you! More drones means more detail so the more you have, the larger and more recognizable your design will be.

With 300 or more drones we can create scannable QR codes, large scale 3D shapes, and just about any logo!

Still not sure? We can help! We have done this before and can work with you to determine how to maximize your budget and impact.

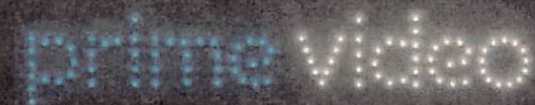
300
Drones →



200
Drones →



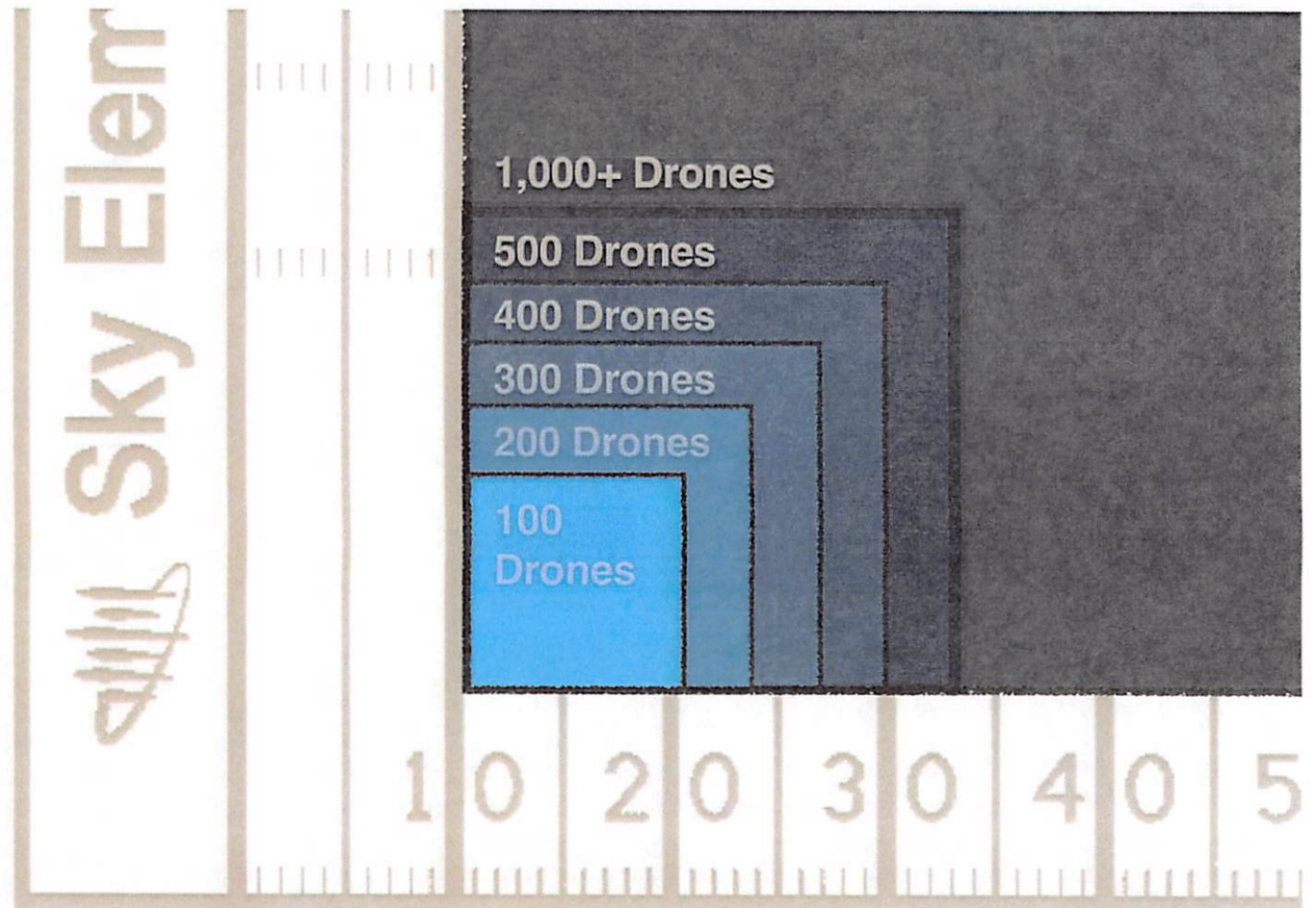
100
Drones →



The Setup

Each drone takes up 1 square meter of space. The more drones we add, the more space we need. For 100 drones we need a 10m x 10m space, roughly 30 x 30 feet.

We arrive about 5 hours prior to the show time. With roughly 5-20 staff depending on the show size. After the show lands our strike time takes about 1 hour.



Drone Show Options

Option 1	Good 200 Drones	Better 250 Drones	Best 300 Drones
4th Of July Drone Show 1 Year Agreement	\$80,000	\$100,000	\$120,000
Option 2	2024 200 Drones	2025 250 Drones	2026 300 Drones
4th Of July Drone Show 2024, 2025, 2026 Agreement	\$65,000	\$65,000	\$65,000

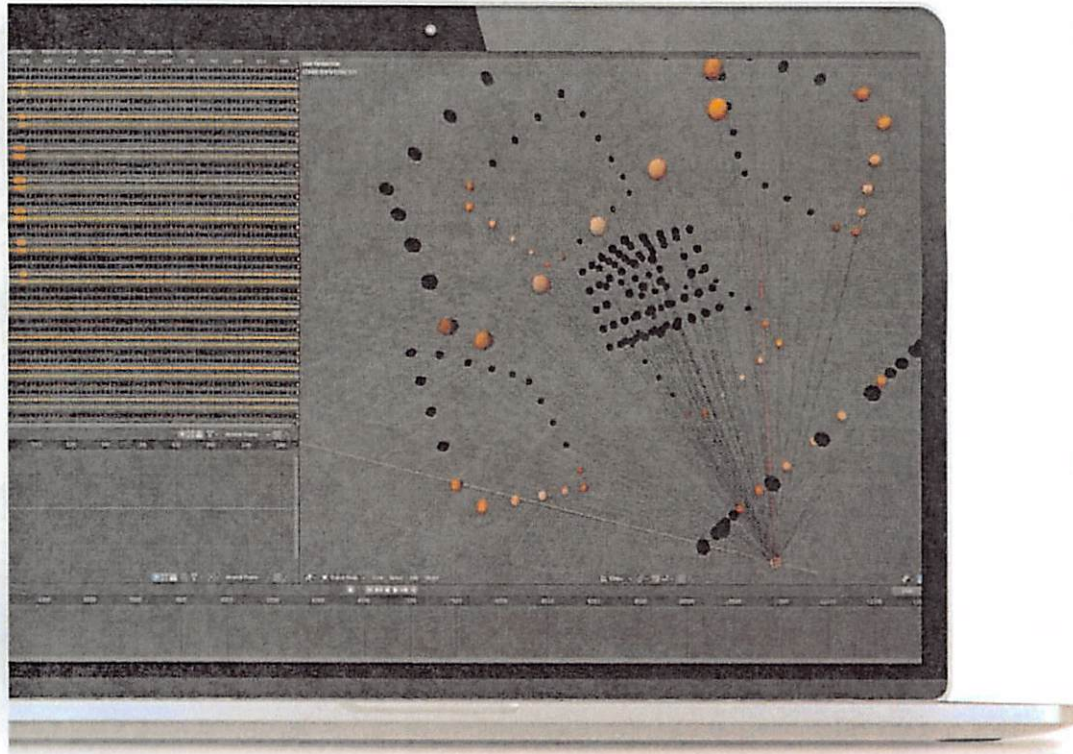
Included

- Custom Designed Show
- All FAA Permitting
- Travel and Transport
- Drone Show Staffing

Not Included

- Venue Space
- Any Necessary Security





Next Steps

Confirm the Details



Connect with Sky Elements to confirm the amount of drones, and amount of shows necessary for your vision. More drones - higher the resolution!

Complete the contract and initial deposit



Once the amount of drones are confirmed - Schedule a time to speak with our activation team to start contracting, and invoicing. Payment terms are 100% prior to the start of the show.

Start the design process



Connect with our design team to help create the storyboard.

Show Time!



Help finalize details for the show! And watch the night sky tell your story!

Thank you &

We look forward to
working together



SkyElementsDrones.com