

RESOLUTION NO. 2026-3550

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 2026/2027; 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 Exhibit "A" (the "Agreement") in an amount not to exceed \$85,000 for Fiscal Year 2026/2027; 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, 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 Exhibit "A," and authorize the expenditure of funds in the amount of \$85,000 for the Services for Fiscal Year 2026/2027; 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 Exhibit "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 \$85,000 for the Services for Fiscal Year 2026/2027.

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

PASSED AND ADOPTED this 11th day of August, 2026.

Motion By: Commissioner Vildostegui
Second By: Commissioner Travani

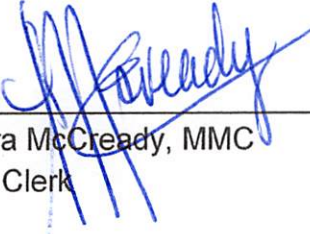
FINAL VOTE ON ADOPTION:

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 Shlomo Danzinger	<u>Yes</u>



Shlomo Danzinger, Mayor

Attest:



Sandra McCready, MMC
Town Clerk



Approved as to Form and Legal Sufficiency:



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

RECEIVED BY THE SECRETARY OF THE U.S. DEPARTMENT OF JUSTICE

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**TOWN OF SURFSIDE
CONTRACTUAL SERVICES AGREEMENT**

Tennis Programs

This Contractual Services Agreement (the "Agreement") is made and entered into as of this _____, 2026 by and between **GM Sports Tennis, LLC**, a Florida Limited Liability Company, (hereinafter "Provider"), with a principal address of 8900 Collins Avenue Apt. 404 Surfside, 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 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.

NOW, THEREFORE, in exchange for the mutual promises contained herein, the Provider 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. Provider 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.

b. Provider 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 Provider'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, Provider, including but not limited to the Provider'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 Provider in the execution, performance or non-performance or failure to adequately perform the Services and Provider'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. **TERMINATION FOR CONVENIENCE**: This Agreement may be terminated by the Town, without cause or for convenience, by providing Provider 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 Provider, 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.

5. **ASSIGNMENT**: Provider 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. Provider 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 Provider.

6. **NO DISCRIMINATION/EQUAL OPPORTUNITY EMPLOYER**: Provider agrees to comply with all local and state civil rights ordinances and with Title VI of the Civil Rights Act of 1964 as amended, Title VII of the Civil Rights Act of 1964 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. Provider 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. Provider 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. Provider agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Provider 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.

7. **DISCRETION OF TOWN**: Provider 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.

8. **INDEPENDENT CONTRACTOR RELATIONSHIP:** Provider 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 Provider. 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. Provider, including its employees and agents, is an independent Provider 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 Provider 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. Provider 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 Provider. 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 Provider other than those set forth in this Agreement. Provider shall furnish its own transportation, office and other supplies as it determines necessary in carrying out its duties under this Agreement.

9. **COSTS: FEE/HOURS OF SERVICE:** Provider shall only receive the below listed compensation or benefits from the Town. Provider 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 a base fee of **\$85.00 per class (not to exceed \$85,000.00 in Fiscal Year 2027)** to Provider for Services as provided hereinabove. Provider shall submit an invoice monthly to the Town for the Services provided. Payment for services shall be made in accordance with the Local Government Prompt Payment Act, Part VII, Chapter 218, Florida Statutes, as may be amended from time to time. Provider shall be responsible for the payment of all taxes and withholdings in connection with earnings. Town shall report fees earned by Provider to the Internal Revenue Service on IRS Form 1099, as may be required.

10. **PROOF OF INSURANCE:** Provider shall, at its sole cost and expense, during the period the Services are conducted under this Agreement, procure and maintain the following minimum insurance coverages to protect the Town and Provider against all losses, claims, damage and liabilities caused by Provider, its employees and agents, as indicated below:

Comprehensive General Liability ("CGL") insurance, with minimum limits of One Million Dollars (\$1,000,000) per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability, and Two Million Dollars (\$2,000,000) aggregate.

Worker's Compensation for all employees, as required by law, and which policy must include Employer's Liability with minimum limits of \$1,000,000.

Business Automobile Liability which shall include coverage for all business owned and business hired vehicles for minimum limits of not less than One Million Dollars (\$1,000,000) per occurrence, One Million Dollars (\$1,000,000) per accident for bodily injury and One Million Dollars (\$1,000,000) per accident for property damage.

Notwithstanding the preceding, the commercial auto policy requirement is waived for the Provider where the Provider affirmatively asserts that its vehicle usage is not in connection

with the Services provided to the Town. The parties agree that the Provider 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 Provider.

Insurance required of Provider shall be primary to, and not contribute with, any insurance or self-insurance maintained by the Town. Such insurance shall not diminish Provider's indemnification and obligations hereunder. The insurance policy (ies) shall be issued by companies authorized to do business under the laws of the State of Florida and acceptable to the Town with a minimum A.M. Best rating of A-Excellent. Before any Services under this Agreement are performed, and at any time upon request, Provider shall furnish to the Town certificates of insurance evidencing the minimum required coverage and shall be appropriately endorsed for contractual liability, with the Town named as additional insured. All policies shall contain a waiver of subrogation endorsement. All policies and certificates shall be in forms and issued by insurance companies acceptable to the Town. All insurance policies and certificates of insurance shall provide that the policies may not be canceled or altered without thirty (30) days prior written notice to the Town. The Town reserves the right from time to time to change the insurance coverage and limits of liability required to be maintained by Provider hereunder. Provider shall also require and ensure that each of its subcontractors, if any, providing Services hereunder (if any) procures and maintains, until the completion of the Services, insurance of the types and to the limits specified herein. ANY EXCEPTIONS TO THE INSURANCE REQUIREMENTS IN THIS SECTION MUST BE APPROVED IN WRITING BY THE TOWN.

11. **BACKGROUND CHECK:** Provider 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, in accordance with all requirements of Florida law, including all of the following: drug screening, criminal, credit check, reference check, past employment verification, and proof of education.

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

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

- a. **Duration:** October 1st, 2026, through September 30th, 2027.
- b. **Days/Hours of Operations:** Monday - Saturday
- c. **Time of Operation:** Monday – Friday (4:00PM – 8:00PM) & Saturday (9:00AM – 12:00PM)
- d. **Anticipated attendance:** Maximum 6 Participants per class. Minimum 4 Participants to run.
- e. **Student to Instructor Ratio:** 6 to 1
- f. **Reservation:** Town reserves the right to move Provider to another location/building in the Town when necessary to run a Town program.
- g. **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:
 - i. **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.
 - ii. **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.
 - iii. **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:
 - The class had not started or ran for less than 30 minutes, and
 - Town staff verifies the instructor was present and prepared.
 - iv. **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.
 - v. **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.
- h. **Town will provide:**
 - i. Production and distribution of marketing materials
 - ii. Field/Courts
 - iii. Custodial staff for sanitizing and disinfecting
 - iv. All necessary equipment and first aid supplies
- i. **Provider 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.

13. **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.

14. **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.

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

a. If either the Town or the Provider 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.

16. **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.

17. **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 Provider.

18. COMPLIANCE WITH LAWS: Provider 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. Provider shall obtain all required permits from all jurisdictional agencies, including the Town, to perform the Services. Provider 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.

19. OWNERSHIP AND ACCESS TO RECORDS AND AUDITS:

a. Provider agrees to keep and maintain public records in Provider's possession or control in connection with Provider'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 Provider involving transactions related to this Agreement. Provider additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Provider 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, Provider 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 Provider shall be delivered by the Provider to the Town Manager, at no cost to the Town, within seven (7) days. All such records stored electronically by Provider 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 Provider shall destroy all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

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

f. Provider'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. NOTICE PURSUANT TO SECTION 119.0701(2)(A), FLORIDA STATUTES.

IF THE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROVIDER'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

21. **State Required Affidavits.** By entering into this Agreement, Provider agrees to review and comply with the following state affidavit requirements:

a. **Public Entity Crimes Affidavit.** Provider 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.

b. **Scrutinized Companies.** Provider certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, Florida Statutes, the TOWN may immediately terminate this Agreement at its sole option if the PROVIDER is found to have submitted a false certification; or if the PROVIDER is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement. If this Agreement is for more than one million dollars, the Provider certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Terrorism Sectors List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, Florida Statutes, the Town may immediately terminate this Agreement at its sole option if the Provider is found to have submitted a false certification; or if the Provider is placed on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Terrorism Sectors List, Scrutinized Companies with Activities in Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

c. **E-Verify Affidavit.** In accordance with Section 448.095, Florida Statutes, the Town requires all contractors doing business with the Town to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Town will not enter into a contract unless each party to the contract registers with and uses the E-Verify system. The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: <https://www.e->

verify.gov/faq/how-do-i-provide-proof-of-my-participation-enrollment-in-e-verify. By entering into this Agreement, Provider 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.

- d. **Noncoercive Conduct Affidavit.** Pursuant to Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with a governmental entity is required to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06(2)(a), Florida Statutes. By entering into this Agreement, Provider acknowledges that it has read Section 787.06, Florida Statutes, and will comply with the requirements therein, and has executed the required affidavit attached hereto and incorporated herein.
- e. **Prohibition on Contracting with Entities of Foreign Concern.** Pursuant to Section 287.138, Florida Statutes (which is expressly incorporated herein by reference), a governmental entity may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if (a) the entity is owned by the government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in the entity; or (c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern. By entering into this Agreement, Provider acknowledges that it has read Section 287.138, Florida Statutes, and complies with the requirements therein, and has executed the required affidavit attached hereto and incorporated herein.
- a. **Prohibition on Diversity Equity and Inclusion (DEI).** Commencing January 1, 2027, the Provider certifies that it does not and will not use Town funds to require its employees, contractors, subcontractors, consultants, subconsultants, volunteers, vendors, or agents to ascribe to, study, or be instructed using materials relating to diversity, equity, and inclusion as defined in Sections 125.595(1) and 166.04971(1), Florida Statutes. By entering into this Agreement, the Provider acknowledges that it has read Section 287.139, Florida Statutes, complies with the requirements therein, and certifies that it shall remain in compliance with this certification throughout the term of this Agreement. If the Provider fails to comply with any of the requirements of Section 287.139, Florida Statutes, during the term of this Agreement, the Town may immediately terminate this Agreement for cause.

[Signatures to Agreement on Following Page]

The undersigned have executed this Agreement on the ____ day of _____, 2026.

TOWN OF SURFSIDE:
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:**

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

GM Sports Tennis, LLC, A Florida
Limited Liability Company

Name: _____
Title: _____

8900 Collins Avenue, Apt.404
Surfside, Florida 33154
Telephone: _____
Email: _____

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

**AFFIDAVIT ATTESTING TO
NONCOERCIVE CONDUCT FOR LABOR OR SERVICES**

Effective July 1, 2024, Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with a governmental entity is required to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06(2)(a), Florida Statutes.

By signing below, I hereby affirm under penalty of perjury that:

1. I have read Section 787.06, Florida Statutes, and understand that this affidavit is provided in compliance with the requirement that, upon execution, renewal, or extension of a contract between a nongovernmental entity and a governmental entity, the nongovernmental entity must attest to the absence of coercion in labor or services.
2. I am an officer or representative of _____, a nongovernmental entity.
3. _____ does not use coercion for labor or services as defined in the relevant section of the law.

In the presence of:

**Under penalties of perjury, I declare that I
have read the foregoing and the facts stated in
it are true:**

Witness #1 Print Name: _____

Print Name: _____

Title: _____

Witness #2 Print Name: _____

Entity Name: _____

OATH OR AFFIRMATION

State of Florida
County of _____

Sworn to (or affirmed) and subscribed 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

**AFFIDAVIT REGARDING PROHIBITION ON CONTRACTING WITH
ENTITIES OF FOREIGN COUNTRIES OF CONCERN**

Pursuant to Section 287.138, Florida Statutes (which is expressly incorporated herein by reference), a governmental entity may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if (a) the entity is owned by the government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in the entity; or (c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern.

This affidavit must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a governmental entity which would grant the entity access to an individual's personal identifying information.

1. _____ ("entity") does not meet any of the criteria in paragraphs (2)(a)-(c) of Section 287.138, F.S.

In the presence of:

Under penalties of perjury, I declare that I have read the foregoing and the facts stated in it are true:

Witness #1 Print Name: _____

Print Name: _____

Witness #2 Print Name: _____

Title: _____

Entity Name: _____

OATH OR AFFIRMATION

State of Florida

County of _____

Sworn to (or affirmed) and subscribed 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