RESOLUTION NO. 2026-3576

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AN AGREEMENT WITH PREMIER BOUNCE N SLIDE PARTY RENTALS, LLC FOR FISCAL YEAR 2026-2027 IN AN AMOUNT NOT TO EXCEED $80,000; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT FOR THE SERVICES; FINDING THAT THE SERVICES ARE EXEMPT FROM COMPETITIVE BIDDING PURSUANT TO SECTION 3-13(7)(D) OF THE TOWN CODE; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside (the "Town") desires certain event production services for the Town's Parks and Recreation special events for attractions, activities and food during each event (the "Services"); and

WHEREAS, the Parks and Recreation Department (the "Department") conducted a thorough search of event production vendors and selected Premier Bound N Slide Party Rentals, LLC (the "Contractor") for the Services; and

WHEREAS, the Department recommends that the Town Commission approve the agreement with the Contractor, attached hereto as Attachment "A," in an amount not to exceed $80,000 for the Services for Fiscal Year 2026-2027 (the "Agreement"); and

WHEREAS, pursuant to Section 3-13(7)(d) of the Town Code of Ordinances (the "Code"), contractual services for event organizers and entertainment providers, as approved by the Town Manager when deemed to be in the best interests of the Town, for the benefit of the citizens of Surfside and the general public at any town sanctioned activity, are exempt from competitive bidding; and

WHEREAS, in accordance with the Department's recommendation, the Town Commission desires to approve the Agreement with the Contractor, in substantially the

form attached hereto as Attachment "A," in an amount not to exceed $80,000 for the Services in Fiscal Year 2026-2027, and authorize the Town Manager to execute the Agreement; and

WHEREAS, the Town Commission finds that the Agreement for the Services and this Resolution are 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.** The above-stated recitals are true and correct and are incorporated herein by this reference.

Section 2. **Approval of Agreement.** The Town Commission hereby approves the Agreement with the Contractor, in substantially the form attached hereto as Attachment "A," in an amount not to exceed $80,000 for the Services in Fiscal Year 2026-2027.

Section 3. **Authorization to Execute Agreement.** The Town Manager is hereby authorized to execute the Agreement with the Contractor, in substantially the form attached hereto as Attachment "A," subject to the approval as to form, content, and legal sufficiency by the Town Manager and Town Attorney.

Section 4. **Exemption from Competitive Bidding.** The Town Commission finds that, pursuant to Section 3-13(7)(d) of the Town's Code, the Services are exempt from competitive bidding.

Section 5. **Implementation.** That the Town Manager and Town Officials are hereby authorized to take any and all actions which are necessary to implement the Services, the Agreement and the purposes of this Resolution.

Section 6. **Effective Date.** This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED this 13th day of October, 2026.

Motion By: Vice Mayor Benmergui
Second By: Mayor Danzinger

FINAL VOTE ON ADOPTION:

Commissioner Andrea Travani	Yes
Commissioner Gerardo Vildostegui	Yes
Commissioner David Weingot	Yes
Vice Mayor Dayana Benmergui	Yes
Mayor Shlomo Danzinger	Yes

Shlomo Danzinger, Mayor

ATTEST:

Town Clerk

TOWN OF SURFSIDE INCORPORATED SEAL 1935 DADE COUNTY, FLA.

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

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

SPECIAL EVENT PRODUCTION SERVICES AGREEMENT
BETWEEN
THE TOWN OF SURFSIDE
AND
PREMIER BOUNCE N SLIDE PARTY RENTALS, LLC

THIS AGREEMENT (this "Agreement") is made effective as of October 1, 2026 (the "Effective Date"), by and between the **TOWN OF SURFSIDE, FLORIDA,** a Florida municipal corporation, (hereinafter the "Town"), and **PREMIER BOUNCE N SLIDE PARTY RENTALS, LLC**, a Florida Limited Liability Company (hereinafter, the "Contractor").

WHEREAS, the Town desires certain event production services for the Town's Parks and Recreation annual events (the "Services"); and

WHEREAS, the Contractor has agreed to provide the Services on a non-exclusive basis in accordance with the Scope of Services, attached hereto as Exhibit "A"; and

WHEREAS, the Contractor and Town, through mutual negotiation, have agreed upon a not to exceed total amount for Fiscal Year 2027 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. <u>Scope of Services</u>.

1.1. Contractor shall provide the Services, as directed by the Town, which may include, but are not limited to, Halloween, Winter Wonderland, Family Fun Day, Spring Egg Hunt, 4th of July events (each an "Event") in accordance with the Scope of Services attached hereto as Exhibit "A" incorporated herein by reference.

1.2. Contractor shall furnish all goods, services, reports, documents, and information obtained pursuant to this Agreement, and recommendations during the term of this Agreement (hereinafter "Deliverables") to the Town.

2. <u>Term/Commencement Date</u>.

2.1. The Term of this Agreement shall be from the Effective Date through September 30, 2027, unless earlier terminated in accordance with Paragraph 8.

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

3. Compensation and Payment.

3.1. Total compensation to the Contractor for the Services shall not exceed **$80,000** for the Term or Fiscal Year 2027. The fees and costs for each Event shall be as agreed upon by and between the Town and Contractor.

3.2. In the event inclement or severe weather is impending, or is forecasted to affect the Event site, the Town reserves the right to cancel or reschedule the Event and the Town and Contractor agree to reschedule the cancelled Event within one (1) year of the date the Event was scheduled.

3.2.1. If the Town cancels the Event at least three (3) days before the Event due to inclement or severe weather, the Contractor shall not receive compensation for the Event.

3.2.2. If the Town cancels the Event less than three (3) days but not on the day of the Event due to inclement or severe weather, the Contractor shall be refunded for any Event expenses incurred in an amount not to exceed fifty percent (50%) of Event compensation.

3.2.3. If the Town cancels the Event on the day of the Event due to inclement or severe weather, the Contractor shall be refunded for any Event expenses incurred in an amount not to exceed seventy five percent (75%) of Event compensation.

3.2.4. Contractor shall provide receipts for all paid and incurred expenses through the date of Event cancellation. Failure to provide receipts for all paid and incurred expenses may result in delay of refund payments or rejection of the refund, at the sole and absolute discretion of the Town.

3.3. Contractor shall deliver an invoice to the Town no more often than once per month detailing Services completed and the amount due to Contractor under this Agreement. Fees shall be paid in arrears each month, pursuant to Contractor's invoice, which shall be based upon the percentage of work completed for each task invoiced. 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.

3.4. Contractor's invoices must contain the following information for prompt payment:

3.4.1. Name and address of the Contractor;

3.4.2. Purchase Order number;

3.4.3. Date of invoice;

3.4.4. Invoice number (Invoice numbers cannot be repeated. Repeated invoice numbers will be rejected);

3.4.5. Name and type of Services;

3.4.6. Timeframe covered by the invoice; and

3.4.7. Total value of invoice.

Failure to include the above information will result in the delay of payment or rejection of the invoice, at the sole and absolute discretion of the Town.

4. <u>Subcontractors</u>.

4.1. 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.

4.2. 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.

5. <u>Town's Responsibilities</u>.

5.1. 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.

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

6. <u>Contractor's Responsibilities; Representations and Warranties</u>.

6.1. The Contractor shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily provided by a Contractor under similar circumstances. If at any time during the term of this Agreement or within two (2) years from the completion of this Agreement, it is determined that the Contractor's Deliverables or Services are incorrect, not properly rendered, defective, or fail to conform to Town requests, the Contractor shall, at its sole expense, immediately correct its Deliverables or Services.

6.2. The Contractor hereby warrants and represents that, at all times during the term of this Agreement, it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws applicable and necessary to perform the Services for Town as an independent contractor of the Town. Contractor further warrants and represents that it has the required knowledge, expertise, and experience to perform the Services and carry out its obligations under this Agreement in a professional and first-class manner.

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

7. Conflict of Interest.

7.1. To avoid any conflict of interest or any appearance thereof, Contractor shall not, for the term of this Agreement, provide any consulting services to any private sector entities (developers, corporations, real estate investors, etc.), with any current, or foreseeable, adversarial issues in and/or with the Town.

8. Termination.

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

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

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

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

9. Insurance.

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

9.1.1. Commercial General Liability coverage with limits of liability of not less than a $1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed

Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of $2,000,000 each.

9.1.2. Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of $1,000,000 each accident. No employee, subcontractor or agent of the Contractor shall be allowed to provide Services pursuant to this Agreement who is not covered by Worker's Compensation insurance.

9.1.3. Business Automobile Liability with minimum limits of $1,000,000 per occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.

9.2. Certificate of Insurance. Certificates of Insurance shall be provided to the Town, reflecting the Town as an Additional Insured (except with respect to Professional Liability Insurance and Worker's Compensation Insurance), no later than ten (10) days after award of this Agreement and prior to the execution of this Agreement by the Town and prior to commencing Services. Each certificate shall include no less than (30) thirty-day advance written notice to the 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 type(s) 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 policy(ies), 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 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, amended or restricted. Acceptance of the Certificate(s) is subject to approval by the Town.

9.3. 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 the 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 more than and shall not contribute to the Contractor's insurance. The Contractor's insurance shall contain

a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.

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

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

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

11. Attorneys' Fees and Waiver of Jury Trial.

11.1. In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and all appellate levels.

11.2. IN THE EVENT OF ANY LITIGATION ARISING OUT OF THIS AGREEMENT, EACH PARTY HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY.

12. Indemnification.

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

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

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

13. **Notices/Authorized Representatives.** Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the addresses listed on the signature page of this Agreement or such other address as the party may have designated by proper notice.

14. **Governing Law and Venue**. This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any proceedings arising out of this Agreement shall be proper exclusively in Miami-Dade County, Florida.

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

15.1. This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

15.2. No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

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

16.1. Contractor acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, compiled information, and all similar or related information (whether patentable or not) which relate to Services to the Town, conceived, developed or made by Contractor during the term of this Agreement ("Work Product") belong to the Town. Contractor shall promptly disclose such Work Product to the Town and perform all actions reasonably requested by the Town (whether during or after the term of this Agreement) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).

16.2. Contractor agrees to keep and maintain public records in Contractor's possession or control in connection with Contractor's performance under this Agreement. The Town Manager or 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.

16.3. Upon request from the Town's custodian of public records, Contractor shall provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

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

16.5. Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Contractor shall be delivered by the Contractor to the Town Manager, at no cost to the Town, within seven (7) days. All such records stored electronically by Contractor shall be delivered to the Town in a format that is compatible with the Town's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

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

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

16.8. **Notice Pursuant to Section 119.0701(2)(a), Florida Statutes.** **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.**

Custodian of Records:	**Town Clerk**
Mailing address:	**9293 Harding Avenue**
	Surfside, FL 33154
Telephone number:	**305-861-4863**
Email:	**smccready@townofsurfsidefl.gov**

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

18. **Severability.** If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected

thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

19. **Independent Contractor.** The Contractor and its employees, volunteers and agents shall be and remain an independent contractor and not an agent or employee of the Town with respect to the Services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

20. **Compliance with Laws.** The Contractor shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in carrying out the 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.

21. **Waiver.** The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

22. **Survival of Provisions.** Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

23. **Prohibition of Contingency Fees.** The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

24. **Public Entity Crimes Affidavit.** Contractor shall comply with Section 287.133, Florida Statutes (Public Entity Crimes Statute), notification of which is hereby incorporated herein by reference, including execution of any required affidavit.

25. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

26. **Conflicts.** In the event of a conflict between the terms of this Agreement and any exhibits or attachments hereto, the terms of this Agreement shall control.

27. **Boycotts.** The Contractor is not currently engaged in, and will not engage in, a boycott, as defined in Section 3-1.1 of the Town of Surfside Code of Ordinances.

28. **Scrutinized Companies.** The Contractor certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, contractor agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the Town may immediately terminate this Agreement for cause if the Contractor, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

29. **Prohibition Against Using Diversity, Equity, And Inclusion Material.** The Contractor certifies, pursuant to Section 287.139, Florida Statutes, that it does not and will not use any funds paid or provided under this Agreement, to require its employees, contractors, volunteers, vendors or agents to ascribe to, study, or be instructed using materials relating to diversity, equity, and inclusion as defined in ss. 125.595(1) and 166.0491(1). Contractor acknowledges that this certification was provided to the City prior to the award of this Agreement, and that the certification is a continuing obligation throughout the term of this Agreement and any renewal or extension thereof.

30. **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 Contract, the Contractor 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.

31. **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.

32. **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 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:

_____
Witness #1 Print Name: _____

_____
Witness #2 Print Name: _____
_____

Signed, sealed and delivered by:

_____
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: _____
_____
Witness #2 Print Name: _____

_____
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

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: _____

_____
Witness #2 Print Name: _____

_____
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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year as first stated above.

TOWN OF SURFSIDE

By: _____
Sandra McCready, MMC
Acting Town Manager

Attest:

_____
Town Clerk

Approved as to form and legal sufficiency:

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

Addresses for Notice:
Town of Surfside
Attn: Town Manager
9293 Harding Avenue
Surfside, FL 33154
305-861-4863 (telephone)
305-993-5097 (facsimile)
townmanager@townofsurfsidefl.gov (email)

CONTRACTOR:

PREMIER BOUNCE N SLIDE PARTY RENTALS, LLC, a Florida Limited Liability Company

By: _____

Name: _____

Title: _____

Entity: _____

Addresses for Notice:

_____
_____
_____
_____
_____(telephone)
_____(facsimile)
_____(email)

EXHIBIT "A"
SCOPE OF SERVICES

Contractor shall deliver the Services in accordance with the Agreement with the Town of Surfside (the "Town") as set forth in further detail below. Collectively, the following obligations shall be considered the "Services" rendered pursuant to the Agreement.

1. **Event Description:** The Town may use Contractor for Special Events (Family Fun Day, Spring Egg Hunt, 4th of July, Halloween Spooky Spooktacular, and Winter Wonderland) for services to include:
    a. Catering Services
        i. Corporate Picnics
        ii. BBQ Catering
        iii. Street Fair & Carnival Style Concession Catering
    b. Entertainment
        i. Caricature Artists
        ii. DJ Services
        iii. Face Painters
        iv. Clowns
        v. Petting Zoo & Pony Rides
        vi. Stilt Walkers & Unicyclist
        vii. Balloon Artists
        viii. Lighting and Sound
        ix. Pipe & Drape
        x. Dance Floors & Stages
        xi. Tents, Tables & Chairs
    c. Inflatables
        i. Bouncers
        ii. Wet Slides
        iii. Dry Slides
        iv. Obstacle Courses
        v. Mazes
        vi. Play Centers
    d. Games
        i. Interactive Games
        ii. Midway Games
        iii. Classic Lawn Games
    e. Rides
        i. Mechanical Attractions
        ii. Thrill Rides

2. **Overall Project Management:** Tim Natan

3. **Approximate Attendance Goal:** Varys depending on Event

4. **Event Location(s):** Surfside Community Center/96th St. Park or other Town locations as requested by the Town.

5. **Event Date(s) and Time(s):** Varys depending on Event

EXHIBIT "A"
SCOPE OF SERVICES

6. **Event Set Up Times:** Contractor shall provide set up times prior to events.

7. **Event Theme(s):** TBA

8. **Gov't Approvals / Special Permit:** Ride Inspections provided by Contractor

9. **Trash Removal and Recycling:** Contractor shall be responsible for removing all trash from rides and equipment supplied by them for each Event.

10. **Staffing:**

    a. **Premier Bounce N Slide Party Rentals LLC**
        i. Tim Natan
        ii. Amy Powers
    b. **Town of Surfside, Parks and Recreation Department**
        i. Rodolfo Perez
        ii. Carlos Malvarez
        iii. Jorge Galdo Jr.

11. **Prohibited Items:** Styrofoam and plastic straws are prohibited to be used or distributed at the Event.

12. **Town Approval:** The Town has the sole authority to issue a final approval of all programming, scope of services, and fees/costs for each Event. Any approvals shall be in writing.