

RESOLUTION NO. 2026-

A RESOLUTION OF THE VILLAGE OF PINECREST, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO AN AGREEMENT WITH THE SALTY SISTERS CAFE FOR THE PINECREST COMMUNITY CENTER FOOD AND BEVERAGE CONCESSION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village issued a Request for Qualifications for firms interested in providing professional food services at the Pinecrest Community Center Concession; and

WHEREAS, the Village Council adopted Resolution 2025-71 authorizing the Village Manager to negotiate a professional services agreement with the Salty Sisters Café; and

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF PINECREST, FLORIDA, AS FOLLOWS:

Section 1. That the Village Manager is hereby authorized to enter into an agreement with the firm of *The Salty Sisters Cafe* to provide professional food services at the Pinecrest Community Center for \$4,000.00 per month due on the first of every month.

Section 2. This resolution shall be effective immediately upon adoption.

PASSED AND ADOPTED this 22nd day of May, 2026.

Joseph M. Corradino, Mayor

Attest:

Priscilla Torres, MMC
Village Clerk

Approved as to Form and Legal Sufficiency:

Mitchell Bierman
Village Attorney

Consent Agenda




PINECREST

Office of the Village Manager

DATE: January 12, 2026

TO: The Honorable Mayor and Members of the Village Council

FROM: Yocelyn Galiano, ICMA-CM, Village Manager 

RE: Resolution Authorizing an Agreement for the Pinecrest Community Center Food and Beverage Concession

The Village published a Request for Proposals (RFP) for the Pinecrest Community Center Food and Beverage Concession, which will provide professional Food services at Pinecrest Community Center. As a result of the RFP, four (4) proposals were received by the November 14, 2025, deadline.

At the December 9, 2025, meeting, Village Council authorized the Village Manager to negotiate a professional services agreement with the selected firm, The Salty Sisters Café. After a successful negotiation, if approved by the Village Council, The Salty Sisters Café will manage and operate the concession for \$4,000.00 per month due on the first day of the month.

The agreement will remain in effect for three (3) years, with two one-year (1) renewal options.

I hereby respectfully recommend the Village Council adopt the attached resolution authorizing the Village Manager to enter into an agreement with The Salty Sisters Café for the Pinecrest Community Center Food and Beverage Concession.

**CONCESSION AGREEMENT
BETWEEN
THE VILLAGE OF PINECREST
AND
The Salty Sisters Cafe**

THIS PINECREST COMMUNITY CENTER FOOD AND BEVERAGE CONCESSION AGREEMENT (hereinafter the "Agreement") is made as of this _____ day of ___, 2026 by and between the **VILLAGE OF PINECREST, FLORIDA**, a Florida municipal corporation, whose principal address is 12645 Pinecrest Parkway, Pinecrest, Florida 33156 (hereinafter the "Village") and **The Salty Sisters Cafe**, whose address is 12401 ROCK GARDEN LANE, Pinecrest, FL 33156 (hereinafter the "Concessionaire").

WHEREAS, the Village is the owner of that certain real property located at 5855 SW 111 Street, Pinecrest, Miami-Dade County, Florida and commonly known as the Pinecrest Community Center (the "Pinecrest Community Center"); and

WHEREAS, the Village desires to grant Concessionaire revocable license to operate a food and beverage concession (the "Concession") in accordance with Concessionaire Scope of Services (the "Services"), which is incorporated by this reference as though fully set forth herein, the Scope of Services attached hereto as Exhibit "A," and the Concessionaire's Proposal attached hereto as Exhibit "B"; and

WHEREAS, Concessionaire shall operate the Concession of the Pinecrest Community Center in the approximate location shown on Exhibit "C" attached hereto (the "Concession Location"); and

WHEREAS, the Village desires to engage the Concessionaire to perform the concession services at Pinecrest Community Center and provide the deliverables as specified below.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are hereby incorporated into this Agreement by reference.
2. **Concession Grant.** The Village grants to Concessionaire and Concessionaire accepts from the Village the exclusive, revocable license to operate and maintain the food and beverage Concession in the Concession Location, subject to and in accordance with the terms of this Agreement, the Scope of Services attached hereto as Exhibit "A," the Concessionaire's Proposal attached hereto as Exhibit "B." The Concession granted shall constitute a license to use that portion of the Pinecrest Community Center designated as the Concession Location, as identified in Exhibit "C" attached hereto. This Agreement does not constitute a lease, and no landlord/tenant relationship shall be created. This Agreement shall not impair or affect the Village's authority to provide additional mobile concessions and vending machines containing snacks and beverages at Pinecrest Community Center or to host or allow special events at which foods and beverages are served by Village or other food and beverage provider at the Pinecrest Community Center.
3. **Condition of Concession Location.** Concessionaire acknowledges that the Pinecrest Community Center and the Concession Location are in good condition. Concessionaire agrees the Village is not required to make any alterations or repairs to the Concession Location or to Pinecrest Community Center. The parties hereto understand and agree that all of the existing improvements to the Concession Location less and except the Removable Items as provided in Article 6 are and shall remain the property of the Village.

4. **Concession Fee.** Concessionaire shall pay to the Village \$4,000.00 per month (the "Monthly Fee") together with (5%) of yearly gross sales after a breakpoint of \$900,000, as determined by an end-of-year audit report, for the exclusive, revocable license to operate the Concession at the Concession Location in accordance with the Concessionaire's Proposal attached hereto as Exhibit "B." The payments shall be paid to the Village on the first (1st) day of each month, and payments shall be made to the order of the Village of Pinecrest and applied via ACH bank to bank transfer or withdrawal to Village of Pinecrest, 12645 Pinecrest Parkway, Pinecrest, Florida 33156, to the attention of Finance Director.

5. **Use of Premises.** The Concession Location shall be used by Concessionaire solely to operate and maintain the food and beverage Concession. Concessionaire shall not use or permit the Concession Location to be used for any other purpose. Concessionaire shall not sell, serve, provide or allow the consumption or use of any smoking or vaping products at the Concession Location.

6. **Equipment Required of Concessionaire.** All equipment provided by Concessionaire that is removable from the Concession Location without any damage (the "Removable Items") to the Concession Location shall remain the property of Concessionaire and may be removed by Concessionaire at the termination of this Agreement or otherwise sold to the Village by the Concessionaire. Concessionaire may offer to sell to the Village such Removable Items at a price at terms then to be mutually agreed upon by the Village and Concessionaire. The Village may accept or reject such offer of sale by Concessionaire at its sole and absolute discretion. If such Removable Items are not removed within thirty (30) days after termination of this Agreement, the Removable Items shall become the property of the Village, at the Village Manager's discretion.

7. **Quality of Service.** All items sold by Concessionaire shall be of first-class quality, commensurate with Pinecrest Community Center, and the services provided by Concessionaire shall be rendered courteously and efficiently. The Village reserves the right to prohibit the sale of any item that it deems objectionable, and the Village shall have the right to order the improvement of the quality of either the foods, items, or the services rendered.

8. **Menu and Charges.** Maximum rates and charges for menu items to be sold and services to be rendered are as set forth in the Concessionaire-proposed and Village-approved menu, as identified in Exhibit "D" attached hereto. Proposed menu may be amended by agreement of the parties hereto. Concessionaire shall post the prices for all menu items in such places as the Village Manager may designate.

9. **Hours of Operation.** The concessionaire may operate the Concession seven (7) days each week during the term of this Agreement from 7:00 a.m. to 8:00 p.m. Monday to Friday, from 8:00 a.m. to 5:00 p.m. on Saturday and from 8:00 a.m. to 4:00 p.m. on Sunday. Hours of operation may be adjusted upon agreement of both parties, but shall not reduce hours to less than a total of sixty (60) hours per week. The Village shall determine those holidays for which Pinecrest Community Center shall be closed to the public and to Concessionaire. The Concessionaire may request approval from the Village Manager to reduce the total hours of operation or alter the hours of operation, which approval shall not be unreasonably withheld.

10. **Employees of Concessionaire.** Concessionaire shall at all times employ only those persons of good moral character and Concessionaire shall not retain any employee that the Village considers to be unfit for employment or otherwise objectionable. All employees of Concessionaire shall undergo a Level 2 background clearance be well groomed and neatly dressed at all times. Employees shall conduct themselves courteously in their relations with the public.

11. **Utilities.** The Concessionaire shall pay 5.7% of the Pinecrest Community Center utility and waste costs to include water, sewer and electric service, solid waste removal and recycle bin and any fees imposed by government entity concerning the Concession Location. Utilities will be paid with the monthly Concession Fee. The failure or the interruption or termination of any utility services, in whole or in part, shall not render the

Village liable in any respect to Concessionaire, nor work an abatement of the Monthly Fee, nor relieve Concessionaire from the obligation to fulfill any covenant or agreement hereof.

12. **Term.** The initial term of this Agreement shall be for three (3) years and shall commence on the date indicated in a Notice to Proceed issued by the Village and end thirty (36) months thereafter. The term of this Agreement is subject to the option to renew as provided in Article 13, and to sooner termination as provided in Article 28 below.

13. **Option to Renew.** The Village shall have the option to renew this Agreement for up to two (2) successive additional one-year (1) terms after the expiration of the initial term, provided that at a time not later than ninety (90) days prior to the expiration of the initial or then current renewal term of this Agreement, Concessionaire serves a written notice on the Village Manager of Concessionaire's desire to extend the term of the Agreement, and provided further, that no Concessionaire uncured event of default has occurred and is continuing at the time the said option is exercised and at the time of expiration of the initial term or a renewal term, as the case may be. Upon the mutual agreement of both parties, this Agreement may be renewed for successive terms after the expiration of the initial term. All of the provisions of this Agreement shall remain the same during any renewal term unless both parties mutually agree to revise any of the provisions. The option to renew is, and shall remain, subject to the provisions of Article 28 of this Agreement, concerning termination by the Village.

14. **Repair and Maintenance of Concession Location.** Except as provided in Article 20, Concessionaire shall maintain the Concession Location in good order and repair at Concessionaire's own expense during the entire term of this Agreement and any extensions and renewals thereof. Concessionaire shall perform any required maintenance and repairs at Concessionaire's own expense. If Concessionaire neglects or refuses to do so, the Village shall have the right to perform necessary maintenance or repairs to the Concession location, and Concessionaire shall promptly reimburse the Village for the cost of such necessary maintenance or repairs, provided that the Village shall first give Concessionaire ten (10) days written notice of its intent to perform necessary maintenance or repairs to enable Concessionaire to perform necessary maintenance or repairs at Concessionaire's own expense.

15. **Structural Maintenance.** Structural maintenance to the Concession Location and painting and decoration, whether interior or exterior, shall be done by the Village, except that the Concessionaire must repair and/or replace any damages which it has caused by negligence.

16. **Alterations.** No alterations or additions of any character shall be made on or to the Concession Location by Concessionaire without the written approval of the Village.

17. **Maintenance of Equipment.** Concessionaire shall maintain all equipment used for the Concession in good working condition at all times, at Concessionaire's sole cost and expense, for the operation of the Concession. Concessionaire shall be responsible for replacing, with the exception of reasonable wear and tear, any equipment of the Village that becomes missing, damaged beyond repair, or too unsanitary for use.

18. **Premises to be Kept Clean.** Concessionaire shall keep the Concession Location in a clean and sanitary condition at all times. Concessionaire shall store all trash and garbage in the containers provided by Concessionaire for that purpose. Concessionaire shall provide and pay for the removal of all trash and garbage from the Concession Location, if Village's solid waste collection service provider imposes any charge for such service.

19. **Right of Access.** The Village shall have access to the Concession Location, and to each part of the Concession Location, during the regular business hours of Concessionaire for the purpose of inspecting the same and making repairs to the Concession Location.

20. **Damage to Concession Location.** If at any time during the term of this Agreement the Concession Location is damaged by fire, act of nature, or other cause beyond the control of Concessionaire, to the extent that continued use of the Concession Location is not practical, the Village shall, with due diligence, restore the Concession Location to operative condition, but the Village shall not be obligated under this provision to expend on such restoration more than the proceeds of any insurance received by it on account of the damage. The Village shall not be responsible for any profits lost by Concessionaire due to the partial or complete damage or destruction of the Concession Location. If the use of the Concession Location is not practical due to such damage, then Concessionaire shall not be responsible for the Monthly Fee from the date of the damage until the date that the repair is complete.

21. **Signs, Advertising, Name.** Concessionaire shall not erect any sign on the Concession Location or in the vicinity of the premises without obtaining the advance written approval of the Village Manager or Pinecrest Community Center designee. The Concession Location shall be known by the name proposed by the Concessionaire and approved by the Village and this name may not be changed without obtaining the advance written approval of the Village Manager.

22. **Licenses and Permits.** Concessionaire shall obtain and pay for all Village, County, State and Federal permits and all licenses that may be required for the operation of the Concession and for all Improvements and alterations made by the Concessionaire to the Concession Location as permitted by the terms of this Agreement.

23. **Compliance with Laws.** Concessionaire shall comply with all applicable federal, state, local, and Village laws governing the operation of the Concession and with Village's operating procedures for Pinecrest Community Center. Violation of state laws or the ordinances of Miami-Dade County, Florida or the Village or Village's operating procedures shall be considered as cause for termination of this Agreement by Village. Village shall be responsible for compliance with the Americans with Disabilities Act (the "ADA"). However, Concessionaire shall be responsible for accommodating all special ADA-related requests arising out of Concessionaire's use of the Concession Location.

24. **Payment of Bills.** Concessionaire shall promptly pay all debts incurred by Concessionaire for the purchase of goods or services used by Concessionaire in the operation of the Concession. Concessionaire shall not allow any lien or purported lien to be placed on the Concession Location or equipment or upon Pinecrest Community Center. The Pinecrest Community Center shall fully retain its immunity from all encumbrances or liens as municipal property.

25. **Taxes.** Concessionaire shall pay all taxes on personal property belonging to Concessionaire at the Concession Location, and Concessionaire shall pay all applicable sales taxes.

26. **Indemnification.**

26.1 Concessionaire shall indemnify and hold harmless the Village, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising from Concessionaire's performance or non-performance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the Concessionaire and third parties made pursuant to this Agreement. Concessionaire shall reimburse the Village 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 Concessionaire's performance or non-performance of this Agreement.

26.2 Nothing herein is intended to serve as a waiver of sovereign immunity by the Village 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 Village is subject to section 768.28, Florida Statutes, as may be amended from time to time.

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

28. Termination.

28.1 **Termination for Convenience.** The Village may terminate this Agreement for convenience at any time, with or without cause, by providing ninety (90) days written notice to the Concessionaire of Village's election to terminate.

28.2 **Concession Location on Termination.** On the termination of this Agreement for any reason, the Village shall have full authority to take full and exclusive possession and use of the Concession Location without the necessity of obtaining any legal process. Concessionaire stipulates that the Village shall not be liable to prosecution or for damages for resuming exclusive possession and use of the Concession Location.

29. **Assignment Prohibited.** Concessionaire shall operate the Concession directly through its employees and shall not assign any right, privilege, or license conferred by this Agreement; nor may Concessionaire sublicense the whole or any part of the Concession Location.

30. **Nondiscrimination.** Concessionaire shall not discriminate against any employee or applicant for employment because of race, color, creed, sex, age, or national origin or sexual orientation. Concessionaire and Concessionaire's employees shall not discriminate against any person because of race, color, age, creed, sex, sexual orientation or national origin by refusing to furnish such person any service or privilege offered to or enjoyed by the general public.

31. **Independent Contractor.** The Concessionaire is an independent contractor and its employees, volunteers and agents are not an agent or employee of the Village 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.

32. **Waiver of Breach.** The waiver by the parties of any breach of any term contained in this Agreement shall not be deemed to be a waiver of such term for any subsequent breach of the same or any other term. The subsequent acceptance of a concession fee payment by the Village shall not be deemed to be a waiver of any prior occurring breach by Concessionaire of any term contained in this Agreement regardless of the knowledge of the Village of the prior existing breach at the time of the acceptance of the concession fee payment.

33. **Material Terms.** Each term of this Agreement is material. A breach by Concessionaire of any one of the terms of this Agreement shall be considered to be a material breach of the entire Agreement and shall be grounds for the termination of the entire Agreement by the Village, after expiration of any applicable notice and cure period.

34. **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of Florida and any proceeding arising between the parties in any manner pertaining or related to this Agreement shall, to the extent permitted by law, be held in Miami-Dade County, Florida.

35. **Attorneys Fees and Waiver of Jury Trial.**

35.1 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 appellate levels.

352 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.

36. **Amendment.**

36.1 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.

36.2 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.

37. **Notices.** 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, by email with a return receipt, 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.

38. **Insurance.** Concessionaire 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 Village, naming the Village 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 Village, its officials, employees, agents and volunteers naming the Village as additional insured. Any insurance maintained by the Village shall be in excess of the Concessionaire's insurance and shall not contribute to the Concessionaire's insurance. The insurance coverages shall include at a minimum the amounts set forth in this Article and may be increased by the Village as it deems necessary or prudent.

38.1 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 Concessionaire. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of \$2,000,000 each.

38.2 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 Concessionaire shall be allowed to provide services pursuant to this Agreement who is not covered by Worker's Compensation insurance.

38.3 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.

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

385 Commercial All Risk Property Insurance covering all items included in Concessionaire's operations and at the Concessionaire Location, including fixtures, equipment, merchandise and personal property located at the Concession Location, and all alterations, additions or changes made by Concessionaire, pursuant to Article 16, in an amount not less than 100% of their full replacement value.

386 **Certificate of Insurance.** Certificates of Insurance shall be provided to the Village, reflecting the Village as an Additional Insured, no later than ten (10) days after execution of this Agreement and prior to commencing any Concession services. Each certificate shall include no less than (30) thirty-day advance written notice to Village prior to cancellation, termination, or material alteration of said policies or insurance. The Concessionaire shall be responsible for assuring that the insurance certificates required by this Article remain in full force and effect for the duration of this Agreement, including any extensions or renewals that may be granted by the Village. 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 Village reserves the right to inspect and return a certified copy of such policies, upon written request by the Village. If a policy is due to expire prior to the completion of the Concession 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 Village before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Village.

387 **Additional Insured.** Except with respect to Professional Liability Insurance and Worker's Compensation Insurance, the Village is to be specifically included as an Additional Insured for the liability of the Village resulting from the Concession services performed by or on behalf of the Concessionaire in performance of this Agreement. The Concessionaire's insurance, including that applicable to the Village as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Village shall be in excess of and shall not contribute to the Concessionaire's insurance. The Concessionaire'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.

388 **Deductibles.** All deductibles or self-insured retentions must be declared to and be reasonably approved by the Village. The Concessionaire shall be responsible for the payment of any deductible or self-insured retentions on Concessionaire's insurance in the event of any claim.

389 The provisions of this Article shall survive termination of this Agreement.

39. **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.

40. **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.

49. **Public Entity Crimes Affidavit.** Concessionaire shall maintain compliance with Section 287.133, Florida Statutes (Public Entity Crimes Statute), including execution of any required affidavit on an annual basis.

50. **Public Records Act Compliance**

50.1 Concessionaire agrees to keep and maintain public records in Concessionaire's possession or

control in connection with Concessionaire's performance under this Agreement. The Village Manager or their 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 Concessionaire involving transactions related to this Agreement. Concessionaire additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Concessionaire 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 Village.

502 Upon request from the Village custodian of public records, Concessionaire shall provide the Village 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. Concessionaire may contact the Office of the Village Clerk with any questions related to the provision of public records.

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

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

505 **Notice Pursuant to Section 119.0701(2)(a), Florida Statutes. If the Concessionaire has questions regarding the application of Chapter 119, Florida Statutes, to the Concessionaire's duty to provide public records relating to this Agreement, contact the custodian of public records.**

Custodian of Records:	Village Clerk
Mailing address:	12645 Pinecrest Parkway Pinecrest, FL 33156
Telephone number:	305-234-2121
Email:	clerk@pinecrest-fl.gov

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

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

51.2 **E-Verify Affidavit.** In accordance with Section 448.095, Florida Statutes, the Village requires all contractors doing business with the Village to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Village 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 entering into this Agreement, the Consultant 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.

51.3 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, the Consultant 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.

51.4 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, the Consultant 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.

E-VERIFY AFFIDAVIT

In accordance with Section 448.095, Florida Statutes, the Village requires all contractors doing business with the Village to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Village 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: _____

Title: _____

Witness #2 Print Name: _____

Entity Name: _____

ACKNOWLEDGMENT

State of Florida

County of _____

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

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

Personally known to me; or

Produced identification (Type of Identification: _____)

Did take an oath; or

Did not take an oath

**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 _____

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Did take an oath; or

Did not take an oath