



COMMISSION AGENDA ITEM  
DOCUMENT ROUTING FORM

**RUSH!**

Today's Date: 2/4/2025

DOCUMENT TITLE: MASS DISTRICT INC. – FY 2025 NOT FOR PROFIT CONTRIBUTION AGREEMENT

COMM. MTG. DATE: 1/7/2025 CAM #: 24-1203 ITEM #: CR-9 CAM attached: ☒ YES ☐ NO

Routing Origin: CAO Router Name/Ext: J. Larregui/5106 Action Summary attached: ☒ YES ☐ NO

CIP FUNDED: ☐ YES ☒ NO

Capital Investment / Community Improvement Projects defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, or real.

1) Dept: Budget Router Name/Ext: C. Crawford/5425 # of originals routed: 1 Date to CAO: 1/2/25

2) City Attorney's Office: Documents to be signed/routed? ☒ YES ☐ NO # of originals attached: 2

Is attached Granicus document Final? ☒ YES ☐ NO Approved as to Form: ☒ YES ☐ NO

Date to CCO: 3/3/25

Paul G. Bangel  
Attorney's Name

PGB/JL  
Initials

3) City Clerk's Office: # of originals: 2 Routed to: Donna V./Amber C./CMO Date: 3/3/2025

4) City Manager's Office: CMO LOG #: Mar 9 Document received from: \_\_\_\_\_

Assigned to: SUSAN GRANT ☐ (Acting City Manager) ANTHONY FAJARDO ☐ (Assistant City Manager)  
LAURA REECE ☐ (Acting Assistant City Manager) BEN ROGERS ☐ (Acting Assistant City Manager)

SUSAN GRANT as Acting CRA Executive Director ☐

☐ APPROVED FOR S. GRANT'S SIGNATURE

☐ N/A FOR S. GRANT TO SIGN

PER ACM: Anthony Fajardo (Initial/Date)

PER AACM: Laura Reece (Initial/Date)

Ben Rogers (Initial/Date)

☐ PENDING APPROVAL (See comments below)

Comments/Questions: \_\_\_\_\_

Forward \_\_\_\_\_ originals to ☐ Mayor ☒ CCO Date: 3/5/25

5) Mayor/CRA Chairman: Please sign as indicated.

Forward \_\_\_\_\_ originals to CCO for attestation/City seal (as applicable)

Date: \_\_\_\_\_

6) City Clerk: Scan original and forwards 2 originals to: C. Crawford/Budget/Ext. 5425

Attach \_\_\_\_\_ certified Reso # \_\_\_\_\_ ☐ YES ☒ NO

Original Route form to J. Larregui/CAO

RUSIA



**CITY OF FORT LAUDERDALE  
City Commission Agenda Memo  
REGULAR MEETING**

**#24-1203**

**TO:** Honorable Mayor & Members of the Fort Lauderdale City Commission

**FROM:** Susan Grant, Acting City Manager

**DATE:** January 7, 2025

**TITLE:** Resolution Approving FY 2025 Not for Profit Contribution Agreement with MASS District Inc. - \$5,000 - **(Commission District 2)**

**Recommendation**

Staff recommends the City Commission adopt a resolution approving a City of Fort Lauderdale FY 2025 Not for Profit Contribution Agreement with MASS District Inc., a Florida not-for-profit corporation, in the amount of \$5,000, and authorizing execution of the agreement.

**Background**

The MASS District Inc. has been a partner of the AOTA (Avenue of the Arts) Festival event since its inception in 2023. This will be the third annual installment of this non-profit event, which will be held from January 19, 2025 through January 26, 2025. The focus of the event is art education, youth enrichment, and mental health advocacy. The event will occur in the Avenue of the Arts (NW 7th Avenue) area.

The contribution agreement provides for the maximum funding amount, terms of contribution, scope of services, and standards of performance. These one-time City funds from the District 2 Commission budget will be used to defray costs associated with programming expenses, engaging the local arts and community, and commissioning forty (40) artists to create artistic installations within the event boundaries along the Avenue of the Arts (NW 7th Avenue) area.

**Resource Impact**

There is a fiscal impact to the General Fund in the amount of \$5,000 in FY 2025. Funding for this item is contingent upon approval of the Consolidated Budget Amendment CAM 24-1167.

<i>Funds available as of December 6, 2024</i>					
ACCOUNT NUMBER	INDEX NAME (Program)	CHARACTER/ SUB-OBJECT NAME	AMENDED BUDGET (CHARACTER)	AVAILABLE BALANCE (CHARACTER)	AMOUNT
10-001-9002-519-40-4210	Other General Government	Other Operating Expense/Social Contributions	\$3,190,228	\$3,087,728	\$5,000
<b>TOTAL CONTRIBUTION ►</b>					<b>\$5,000</b>

**Strategic Connections**

This item supports the *Press Play Fort Lauderdale 2029* Strategic Plan, specifically advancing:

- The Public Places Focus Area
- Goal 3: Build a healthy and engaging community.

This item advances the *Fast Forward Fort Lauderdale 2035* Vision Plan: We Are Here.

**Attachments**

Exhibit 1 – FY 2025 Not For Profit Contribution Agreement

Exhibit 2 – Resolution

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Prepared by: Charmaine Crawford, Senior Assistant to the Director

Acting Department Director: Yvette Matthews, Office of Management and Budget

- LS CR-4 24-1010** Resolution Waiving the Formal Bid Requirements of City Code Section 2-181, Waiving the Requirement to Restrict the use of SHIP Funds under the Rental Development Strategy for "gap" Financing, and Waiving the Requirement for a Minimum Contribution from the Participant under the Local Housing Assistance Plan (LHAP), and Approving an Award of \$278,600 to Fort Lauderdale Community Development Corporation Under State Housing Initiatives Partnership (SHIP) Program - (Commission District 3)
- REMOVED FROM AGENDA**
- RMH CR-5 24-1165** Resolution Establishing a Non-Voting Youth Chair Position with the Sustainability Advisory Board and Appointing Parker Jacobson-Bertanzetti to be the First Youth Chair - (Commission Districts 1, 2, 3 and 4)
- 25-04**
- ADOPTED**
- Yea:** 5 - Vice Mayor Glassman, Commissioner Beasley-Pittman, Commissioner Sorensen, Commissioner Herbst and Mayor Trantalis
- RMH CR-6 24-1183** Resolution Correcting a Scrivener's Error in Section 3 of Resolution No. 23-179 and No. 24-121 Pertaining to the Lien Amnesty Program - (Commission Districts 1, 2, 3 and 4)
- 25-05**
- ADOPTED**
- Yea:** 5 - Vice Mayor Glassman, Commissioner Beasley-Pittman, Commissioner Sorensen, Commissioner Herbst and Mayor Trantalis
- KCM CR-7 24-1149** Resolution Approving the Secondary Street Name of NW 19th Avenue to also be known as "Raymond G Christie Avenue" between NW 3rd Court and NW 6th Street/Sistrunk Boulevard - (Commission District 3)
- 25-06**
- ADOPTED**
- Yea:** 5 - Vice Mayor Glassman, Commissioner Beasley-Pittman, Commissioner Sorensen, Commissioner Herbst and Mayor Trantalis
- PGB CR-9 24-1203** Resolution Approving FY 2025 Not for Profit Contribution Agreement with MASS District Inc. - \$5,000 - (Commission District 2)
- 25-08**
- ADOPTED**
- Yea:** 5 - Vice Mayor Glassman, Commissioner Beasley-Pittman, Commissioner Sorensen, Commissioner Herbst and Mayor Trantalis



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

## Detail by Entity Name

Florida Not For Profit Corporation  
MASS DISTRICT INC.

### Filing Information

Document Number	N15000001508
FEI/EIN Number	47-3174164
Date Filed	02/12/2015
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	08/10/2015
Event Effective Date	NONE

### Principal Address

817 NE 4TH AVE  
FORT LAUDERDALE, FL 33304

Changed: 08/07/2023

### Mailing Address

817 NE 4TH AVE  
FORT LAUDERDALE, FL 33304

Changed: 06/25/2023

### Registered Agent Name & Address

LAGI, DYLAN  
817 NE 4TH AVE  
FORT LAUDERDALE, FL 33304

Name Changed: 04/20/2017

Address Changed: 06/25/2023

### Officer/Director Detail

#### **Name & Address**

Title C, DIRECTOR

GLASS, SARAH  
817 NE 4TH AVE  
FORT LAUDERDALE, FL 33304

Title VC, DIRECTOR

LOPEZ, DAVID  
817 NE 4TH AVE  
FORT LAUDERDALE, FL 33304

Title T, DIRECTOR

BREAULT, JOSHUA  
817 NE 4TH AVE  
FORT LAUDERDALE, FL 33304

Title S, DIRECTOR

CUGNO, LARA  
817 NE 4TH AVE  
FORT LAUDERDALE, FL 33304

Title DIRECTOR

ADAMS, JAY  
817 NE 4TH AVE  
FORT LAUDERDALE, FL 33304

Title DIRECTOR

RATTIGAN, SHIREN  
817 NE 4TH AVE  
FORT LAUDERDALE, FL 33304

Title DIRECTOR

MAHADEO, BRIAN  
817 NE 4TH AVE  
FORT LAUDERDALE, FL 33304

Title EXECUTIVE DIRECTOR

LAGI, DYLAN  
817 NE 4TH AVE  
FORT LAUDERDALE, FL 33304

#### Annual Reports

Report Year	Filed Date
2022	06/30/2022
2023	06/25/2023
2024	09/30/2024

#### Document Images

<a href="#">09/30/2024 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">06/25/2023 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">06/30/2022 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/15/2021 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">06/30/2020 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/27/2019 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/30/2018 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/20/2017 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/15/2016 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">08/10/2015 -- Amendment</a>	<a href="#">View image in PDF format</a>
<a href="#">02/12/2015 -- Domestic Non-Profit</a>	<a href="#">View image in PDF format</a>





# ANTI-HUMAN TRAFFICKING AFFIDAVIT

Rev: 1 | Date: 08/06/2024

The undersigned, on behalf of MASS District Inc.,  
a FL (State) Not for profit corporation (Type of Entity), ("Nongovernmental Entity"), under penalty of perjury, hereby deposes and says:

1. My name is Dylan M. Lagi.
2. I am an ☒ officer or ☐ authorized representative of the Nongovernmental Entity.
3. I attest that the Nongovernmental Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes (2024), as may be amended or revised.

Under penalties of perjury, I declare that I have read the foregoing Anti-Human Trafficking Affidavit and that the facts stated in it are true.

Signature of Officer or Representative: 

Name of Officer or Representative: Dylan M. Lagi Title: Executive Director

Office Address: 817 NE 4th Avenue, Fort Lauderdale, FL 33304

Email Address: create@massdistrict.com

Main Phone Number: 9548663890 FEIN No.: 47-3174164

STATE OF Florida  
COUNTY OF Broward

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 5th day of February, 2024, by Dylan M. Lagi.



(SEAL)

  
(Signature of Notary Public – State of FL)

Print, Type or Stamp Commissioned Name of  
Notary Public)

Personally Known ☒ OR Produced Identification ☐

Type of Identification Produced \_\_\_\_\_



## Jennifer Larregui

---

**From:** Aahil Rajpari  
**Sent:** Friday, February 21, 2025 9:36 AM  
**To:** Jennifer Larregui  
**Cc:** Charmaine Crawford  
**Subject:** FW: [EXTERNAL:CAUTION!]- Re: FW: CAM 24-1203 - MASS District Inc. FY 2025 Not for Profit Contribution Agreement

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Good morning,

Please see the below email from Mr. Dylan Lagi in regards to the redlined agreement with MASS District Inc.

Thank you so much for your assistance.

Best,

Aahil Rajpari

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**From:** Dylan Lagi <dylan@massdistrict.com>  
**Sent:** Friday, February 21, 2025 7:14 AM  
**To:** Aahil Rajpari <ARajpari@fortlauderdale.gov>  
**Cc:** maxence@twenty6north.com  
**Subject:** [EXTERNAL:CAUTION!]- Re: FW: CAM 24-1203 - MASS District Inc. FY 2025 Not for Profit Contribution Agreement

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**[::CAUTION!:]** This email originated from *outside* The City of Fort Lauderdale.  
Do Not Reply, click links, or open attachments from an unknown or suspicious origin. Confirm the email address is from an expected source before taking action.  
Report any suspicious emails to [spamadmin@fortlauderdale.gov](mailto:spamadmin@fortlauderdale.gov)

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Yes, this is good for us.

--  
**Dylan M. Lagi**  
Executive Director | MASS District  
Music & Arts South of Sunrise

E: [dylan@massdistrict.com](mailto:dylan@massdistrict.com)  
P: 954.866.3890  
[www.massdistrict.com](http://www.massdistrict.com)  
**#MASSDistrict**



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Music & Arts South of Sunrise

A 501(c)3 non-profit to grow Greater FTL through the Arts - Donate to our cause

On Wed, Feb 19, 2025 at 17:15 Aahil Rajpari <[ARajpari@fortlauderdale.gov](mailto:ARajpari@fortlauderdale.gov)> wrote:

Good afternoon,

I am currently covering for Charmaine as she is currently out on vacation until next Monday. Please see the below email as it relates to a scrivener's error found at the bottom of Page 3.

Please review the revised document, and let us know if this is good for approval. We can use the previous signature page for the revised agreement.

Thank you,

**Aahil Rajpari, MPA**

Budget and Management Analyst | Office of Management and Budget

City of Fort Lauderdale, Florida

[ARajpari@fortlauderdale.gov](mailto:ARajpari@fortlauderdale.gov)

(954) 828-6680

---

**From:** Jennifer Larregui <[JLarregui@Fortlauderdale.gov](mailto:JLarregui@Fortlauderdale.gov)>

**Sent:** Wednesday, February 19, 2025 4:36 PM

**To:** Aahil Rajpari <[ARajpari@fortlauderdale.gov](mailto:ARajpari@fortlauderdale.gov)>

**Cc:** Charmaine Crawford <[CCrawford@fortlauderdale.gov](mailto:CCrawford@fortlauderdale.gov)>

**Subject:** CAM 24-1203 - MASS District Inc. FY 2025 Not for Profit Contribution Agreement

Good afternoon,

Can you please forward the attached redlined agreement to MASS District.

Paul found a scrivener's error at the bottom of Page 3 and made a change. Please ask MASS District if they can approve the change and if we can use their signature page for the revised agreement.

Thank you.

**Jennifer Larregui**

**Paralegal**

1 East Broward Blvd., Suite 1320

Fort Lauderdale, FL 33301

Direct: (954) 828-5106

Main: (954) 828-5940

Email: [JLarregui@fortlauderdale.gov](mailto:JLarregui@fortlauderdale.gov)



**CITY OF FORT LAUDERDALE**

**CITY ATTORNEY'S OFFICE**

Under Florida law, most e-mail messages to or from City of Fort Lauderdale employees or officials are public records, available to any person upon request, absent an exemption. Therefore, any e-mail message to or from the City, inclusive of e-mail addresses contained therein, may be subject to public disclosure.

public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

6. The Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2024), and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2024), as may be amended or revised, or been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2024), as may be amended or revised, or is engaged in a boycott of Israel.

7. On or before March 31, 2025, the Organization shall submit to the City an end of year programmatic and financial report detailing and accounting for the Organization's use of the funds provided pursuant to this Agreement during the period October 1, 2024, through January 31, 2025. The programmatic and financial report shall be directed to the City as follows:

City of Fort Lauderdale  
Office of Management and Budget  
Budget/CIP and Grants Division  
101 NE 3rd Avenue, Suite 1400  
Fort Lauderdale, FL 33301

This section shall survive the expiration or early termination of this Agreement.

8. Organization shall protect and defend, counsel being subject to the City's approval, and indemnify and hold harmless the City, and the City's officers, employees, and agents from and against any and all lawsuits, penalties, claims, damages, judgments, decrees, settlements, costs, charges, and other expenses or liabilities of every kind, sort, or description, including, but not limited to, any award of attorney fees and any award or costs at both the trial and appellate levels, in connection with or arising, directly or indirectly, out of or resulting from the Organization's acts or omissions in the obligations or services under this Agreement. This section shall survive the expiration or early termination of this Agreement.

9. If the Organization files a voluntary petition in bankruptcy or shall be adjudicated as bankrupt or insolvent, or shall file any petition or answer seeking reorganization, arrangement, composition, readjustment, liquidation, wage earner's plan, assignment for the benefit of creditors, receivership, dissolution or similar relief under any present or future federal bankruptcy law or any other present or future applicable federal, state or local law, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Organization for all or any part of the properties of Organization; or if within ten days after commencement of any proceeding against the Organization, seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, debtor relief or similar relief under any present or future federal bankruptcy law or any other present or future federal, state or local law, such proceeding shall not have been dismissed or stayed on appeal; or if, within ten days after the appointment, without the consent or acquiescence of the Organization, of any trustee, receiver, or liquidator of the Organization, such appointment shall not have been vacated or stayed on appeal or otherwise; or if within ten days after the expiration of any such stay, such appointment shall not have been vacated, such

Deleted: or

**CITY OF FORT LAUDERDALE  
FY 2025 NOT FOR PROFIT CONTRIBUTION AGREEMENT**

THIS CITY OF FORT LAUDERDALE FY 2025 NOT FOR PROFIT CONTRIBUTION AGREEMENT, ("Agreement"), made and entered into this 7th day of January, 2025, is by and between the City of Fort Lauderdale, a Florida municipality, ("City"), whose address is 101 NE Third Avenue, Suite 2100, Fort Lauderdale, Florida, 33301, and MASS District Inc., a Florida not for profit corporation, ("Organization" or "Participant" or "Contractor"), whose principal address is 817 NE 4th Avenue, Fort Lauderdale, FL 33304.

WHEREAS, MASS District Inc., has been a partner of the AOTA (Avenue of the Arts) Festival event since its inception in 2023, the third annual installment of which will be held from January 19, 2025, through January 26, 2025; and

WHEREAS, the focus of the AOTA Festival, which will occur in the Avenue of the Arts (NW 7th Avenue) area in the City of Fort Lauderdale, Florida, is art education, youth enrichment, and mental health advocacy;

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Organization hereby agree as follows:

1. The City agrees to provide the Organization the amount of \$5,000, which the Organization shall expend on or before January 31, 2025, to defray costs associated with programming expenses, engaging the local arts and community, and commissioning forty (40) artists towards creating artistic installations within the event boundaries along the Avenue of the Arts (NW 7th Avenue) area. The Avenue of the Arts Festival will focus on art education, youth enrichment, and mental health advocacy.

2. The Organization shall not use City funds for:

- |                           |  |
|---------------------------|--|
| • Profit                  | • Unemployment Compensation  |
| • Alcoholic beverages     | • FICA, Retirement, Life, and/or Medical Insurance                             |
| • Staff salaries          | • Worker's Compensation Insurance  |
| • Staff bonuses           | • Fundraising  |
| • Lobbying Services       | • Receptions   |
| • Legal Services          | • Gift certificates or monetary awards   |
| • Land Acquisition        | • Administration   |
| • Membership Fees         | • Luxury items as determined by the City in the City's sole discretion         |
| • Travel                  | • Cable or satellite television  |
| • Costs due to negligence | • Cellular telephones or services  |
| • Debt                    | • Any activity that would violate any applicable law, ordinance, or regulation |
| • Audit Services          |  |
| • Taxes                   |  |
| • Food and drink          |  |

3. The term of this Agreement shall be October 1, 2024, through September 30, 2025.

4. The City or the City's designee may audit the books, records, and accounts of the Participant that are related to this Agreement. The Participant shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. The Participant shall preserve and make available, at reasonable times for examination and audit by the City in Broward County, Florida, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida public records law (Chapter 119, Florida Statutes) and corresponding retention schedules, or for a minimum of three (3) years after expiration or termination of this Agreement, whichever is longer. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the Participant shall retain the books, records, and accounts until resolution of the audit findings. The Participant shall comply with all requirements of the Florida public records law; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by the Participant. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for the City's disallowance of funding and recovery of any payment upon such incomplete or incorrect entry. This section shall survive the expiration or early termination of this Agreement.

**5. 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 CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, ONE EAST BROWARD BOULEVARD, SUITE 444, FORT LAUDERDALE, FLORIDA 33301, PHONE: 954-828-5002, E-MAIL: PRRCONTRACT@FORTLAUDERDALE.GOV.**

Contractor shall comply with public records laws, and Contractor shall:

a. Keep and maintain public records required by the City to perform the service.

b. Upon request from the City's custodian of public records, provide the City 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 in Chapter 119, Florida Statutes (2024), as may be amended or revised, or as otherwise provided by law.

c. 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 contract term and following completion of the contract if the Contractor does not transfer the records to the City.

d. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon

completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

6. The Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2024), and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2024), as may be amended or revised, or been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2024), as may be amended or revised, or is engaged in a boycott of Israel.

7. On or before March 31, 2025, the Organization shall submit to the City an end of year programmatic and financial report detailing and accounting for the Organization's use of the funds provided pursuant to this Agreement during the period October 1, 2024, through January 31, 2025. The programmatic and financial report shall be directed to the City as follows:

City of Fort Lauderdale  
Office of Management and Budget  
Budget/CIP and Grants Division  
101 NE 3rd Avenue, Suite 1400  
Fort Lauderdale, FL 33301

This section shall survive the expiration or early termination of this Agreement.

8. Organization shall protect and defend, counsel being subject to the City's approval, and indemnify and hold harmless the City, and the City's officers, employees, and agents from and against any and all lawsuits, penalties, claims, damages, judgments, decrees, settlements, costs, charges, and other expenses or liabilities of every kind, sort, or description, including, but not limited to, any award of attorney fees and any award or costs at both the trial and appellate levels, in connection with or arising, directly or indirectly, out of or resulting from the Organization's acts or omissions in the obligations or services under this Agreement. This section shall survive the expiration or early termination of this Agreement.

9. If the Organization files a voluntary petition in bankruptcy or shall be adjudicated as bankrupt or insolvent, or shall file any petition or answer seeking reorganization, arrangement, composition, readjustment, liquidation, wage earner's plan, assignment for the benefit of creditors, receivership, dissolution or similar relief under any present or future federal bankruptcy law or any other present or future applicable federal, state or local law, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Organization for all or any part of the properties of Organization; or if within ten days after commencement of any proceeding against the Organization, seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, debtor relief or similar relief under any present or future federal bankruptcy law or any other present or future federal, state or local law, such proceeding shall not have been dismissed or stayed on appeal; or if, within ten days after the appointment, without the consent or acquiescence of the Organization, of any trustee, receiver, or liquidator of the Organization, such appointment shall not have been vacated or stayed on appeal or otherwise; or if within ten days after the expiration of any such stay, such appointment shall not have been vacated, such



action will constitute a default, in which case the Organization shall forthwith refund to the City the entire amount of the funds theretofore paid to the Organization pursuant to this Agreement.

10. As a condition precedent to the effectiveness of this Agreement, pursuant to Section 448.095, Florida Statutes (2024), as may be amended or revised, the Contractor and its subcontractors shall register with and use the E-Verify system to electronically verify the employment eligibility of newly hired employees.

a. The Contractor shall require each of its subcontractors, if any, to provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of the subcontractor's affidavit for the duration of this Agreement and in accordance with the public records requirements of this Agreement.

b. The City, the Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Subsection 448.09(1), Florida Statutes (2024), as may be amended or revised, shall terminate the contract with the person or entity.

c. The City, upon good faith belief that a subcontractor knowingly violated the provisions of Subsection 448.095(5), Florida Statutes (2024), as may be amended or revised, but that the Contractor otherwise complied with Subsection 448.095(5), Florida Statutes (2024), as may be amended or revised, shall promptly notify Contractor and order the Contractor to immediately terminate the contract with the subcontractor, and the Contractor shall comply with such order.

d. A contract terminated under Subparagraph 448.095(5)(c)1. or 2., Florida Statutes (2024), as may be amended or revised, is not a breach of contract and may not be considered as such. If the City terminates this contract under Paragraph 448.095(5)(c), Florida Statutes (2024), as may be amended or revised, the Contractor may not be awarded a public contract for at least one year after the date on which the contract was terminated. The Contractor is liable for any additional costs incurred by the City as a result of termination of this Agreement.

e. Contractor shall include in each of its subcontracts, if any, the requirements set forth in this Section 10, including this subparagraph, requiring any and all subcontractors, as defined in Subsection 448.095(1)(e), Florida Statutes (2024), as may be amended or revised, to include all of the requirements of this Section 10 in their subcontracts. Contractor shall be responsible for compliance by any and all subcontractors, as defined in Subsection 448.095(1)(e), Florida Statutes (2024), as may be amended or revised, with the requirements of Section 448.095, Florida Statutes (2024), as may be amended or revised.

11. The Organization shall at all times conduct its affairs in accordance with and be in compliance with all applicable laws, ordinances, and regulations.

12. In the event that either party brings suit for enforcement of this Agreement, the Organization shall pay the City's attorney fees and costs.


13. This Agreement shall constitute the entire agreement between the City and the Organization for the use of funds received pursuant to this Agreement, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the City and the Organization with respect to the subject matter of this Agreement. No prior written or contemporaneous oral promises or representations shall be binding. Neither this Agreement nor any interest in this Agreement may be assigned, transferred, or encumbered by the Organization without the prior written consent of the City. All representations and warranties made herein regarding the Organization's indemnification obligations and obligations to maintain and allow inspection of records shall survive the termination of this Agreement.


14. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of this Agreement shall be in the courts in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida. BOTH PARTIES EXPRESSLY WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY OF ANY ISSUES RELATED TO THIS AGREEMENT.

15. As a condition precedent to the effectiveness of this Agreement, the Contractor shall provide the City with an affidavit signed by an officer or a representative of the Contractor under penalty of perjury attesting that the Contractor does not use coercion for labor or services as defined in Section 787.06, Florida Statutes (2024), as may be amended or revised.

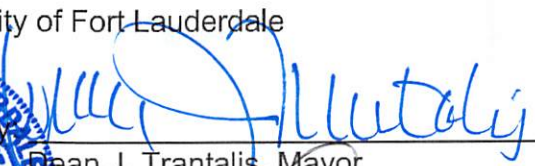
IN WITNESS WHEREOF, the City and the Organization execute this Agreement as follows:

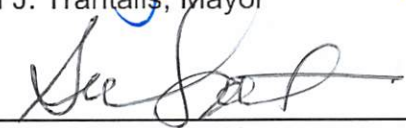
ATTEST:

  
David R. Solomon, C.



City of Fort Lauderdale

  
Dean J. Trantalis, Mayor

  
Susan Grant, Acting City Manager

Approved as to form and correctness:

  
Sr. Assistant City Attorney



ATTEST:

\_\_\_\_\_  
Dorothy A. Brown

\_\_\_\_\_  
City Clerk

WITNESSES:

[Signature]  
Print Name: John Bregault

Rebecca Guido  
Print Name: [Signature]

(CORPORATE SEAL)

STATE OF FLORIDA:  
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me by means of ☒ physical presence  
or ☐ online notarization, this 24th day of January, 2025, by Dylan M. Lagi, Executive  
Director, for MASS District Inc., a Florida not for profit corporation.

(SEAL)



MASS District Inc.

By: [Signature]  
Dylan M. Lagi, Executive Director

ATTEST:

[Signature]  
day Adams, Director

[Signature]  
Notary Public, State of Florida  
(Signature of Notary Public)

\_\_\_\_\_  
(Print, Type, or Stamped Commissioned  
Name of Notary Public)

Personally Known ☒ OR Produced Identification \_\_\_\_\_  
Type of Identification Produced: \_\_\_\_\_