

**CITY OF FORT LAUDERDALE  
FY 2022 NOT FOR PROFIT GRANT PARTICIPATION AGREEMENT**

THIS CITY OF FORT LAUDERDALE FY 2022 NOT FOR PROFIT GRANT PARTICIPATION AGREEMENT, (“Agreement”), made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022, is by and between the **City of Fort Lauderdale**, a Florida municipality, (“City”), whose principal address is 100 North Andrews Avenue, Fort Lauderdale, Florida, 33301, and **Delta Education and Life Development Foundation, Incorporated**, a Florida not for profit corporation, (“Participant” or “Organization” or “Contractor”), whose principal place of business is 2250 N.W. 21 Avenue, Fort Lauderdale, Florida, 33310.

WHEREAS, Participant is engaged in educational, charitable and community service through volunteerism, and operates a community facility (“the Delta House”) at the Osswald Park in the City of Fort Lauderdale to host committee meetings, community events, as well as provide adolescent health and development programs, economic and social action initiatives, early childhood reading programs, tutorial programs, among others; and

WHEREAS, the roof of the Delta House is in disrepair and needs to be replaced. Due to the current condition of the roof, Participant is forced to virtually operate many of the community programs and services; and

WHEREAS, City is the fee simple owner of the Delta House premises; and

WHEREAS, City and Participant entered into a Lease Agreement dated June 16, 2009 for the Delta House premises, with a term of fifty (50) years (“Lease”); and

WHEREAS, Section 4.3.1 of the Lease provides, in part, that Participant agrees to complete any interior and exterior renovations to the leased premises at its sole cost and expense; and

WHEREAS, due to budgetary shortfalls, Participant is unable to fund the roof replacement at this time; and

WHEREAS, Participant requests City waives Participant’s duty to renovate the Delta House under Section 4.3.1 of the Lease and, alternatively, for City to fund the roof repairs at the full estimated amount of Ninety-Six Thousand Dollars and Zero Cents (\$96,000.00); and

WHEREAS, in light of Participant’s charitable and educational activities through volunteerism, the City finds granting the Participant a one-time waiver of its obligation to renovate the Delta House under Section 4.3.1 of the Lease and funding the Delta House’s roof replacement up to the full estimated amount of Ninety-Six Thousand Dollars and Zero Cents (\$96,000.00) will prevent additional damage to the building, as well as serve a legitimate municipal and public purpose; and

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 Participant hereby agree as follows:

1. **Donation:** The City agrees to grant the Participant a one-time waiver of the Participant's obligation to complete interior and exterior renovations at the premises located at 2250 N.W. 21 Avenue, Fort Lauderdale, Florida ("the Delta House") at the Participant's sole cost under Section 4.3.1 of the Lease Agreement dated June 16, 2009 and, alternatively, the City will donate up to **Ninety-Six Thousand Dollars and Zero Cents (\$96,000.00)** to the Participant, to be used exclusively for a roof replacement project at the Delta House, payable in installments commensurate with and following progress payments made by the Participant to the Participant's roofing contractor.

A. Payment

The City agrees to make reimbursement progress payments to the Participant within 30 days following the Participant's presentation to the City of proper invoices from the roofing contractor selected for the roof replacement project.

B. Roof Replacement Project

The Participant shall ensure that its roofing contractor is duly licensed to perform the roof replacement project and that its roofing contractor obtains all required permits and inspections.

C. Audit

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.

D. Signage

The Participant shall display a temporary sign, in a manner consistent with all applicable ordinances, rules, and regulations, prominently outside the Delta House during the roof replacement project, containing the City's logo, as provided by the City's City Manager ("City Manager"), and verbiage, subject to the City Manager's approval, acknowledging the City's financial support of the Participant's roof replacement project.

2. **City's Use of the Delta House:** Participant shall provide to the City the use of the Delta

House for recreational programs and events up to three (3) activities and/or events per month, free of charge, on dates to be agreed upon by the City Manager and the Participant for the term of this Agreement.

3. **Term; Appropriation:** The term of this Agreement shall commence on October 18, 2022 and shall be coterminous with the 50-year Lease Agreement dated June 16, 2009, between the City and Participant for the Delta House premises. The Organization shall have incurred all expenditures of funds that are reimbursable pursuant to this Agreement. The City's obligation to pay any amount of money pursuant to this Agreement is subject to and conditioned on the City's budget appropriation to fund this Agreement.

4. **Financial Statement:** Within ninety days following the close of the Participant's fiscal year, the Participant shall submit a financial statement and summary report, prepared in accordance with generally accepted accounting principles, accounting for the funds received during the previous fiscal year pursuant to this Agreement and reporting upon the manner in which they were expended, to:

City of Fort Lauderdale  
Finance Department  
100 North Andrews Avenue  
Fort Lauderdale, FL 33301

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

5. **Notice:** Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communications related to this Agreement shall be directed as follows:

City:

City Manager  
City of Fort Lauderdale  
100 North Andrews Avenue  
Fort Lauderdale, FL 33301

With a copy to:

City Attorney  
City of Fort Lauderdale  
100 North Andrews Avenue  
Fort Lauderdale, FL 33301

Participant:

Chair  
Delta Education and Life Development Foundation, Incorporated  
P. O. Box 917  
Fort Lauderdale, FL 33302

With a copy to:

Alfreda D. Coward, Esq.  
Housing Co-Chair  
P.O. Box 9504  
Fort Lauderdale, FL 33310

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

6. **Independent Contractor:** Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Participant shall at all times remain an independent contractor with respect to the services to be performed under this Agreement. The City shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Participant is an independent contractor.

7. **Indemnification:** Participant 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 Participant's acts or omissions in Participant's performance or non-performance of its obligations or services under this Agreement. Without limiting the foregoing, any and all such claims, relating to personal injury, death, damage to property, defects in material or workmanship, actual or alleged infringement of any patent, trademark, copyright or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation or decree of any court, are included in the indemnity. This Section shall survive the expiration or early termination of this Agreement.

8. **Amendment:** No modification, amendment, or alteration of the terms or conditions contained in this Agreement shall be effective unless contained in a written document executed by the parties hereto with the same formality and of equal dignity herewith, except that the City may, in the City's sole discretion, amend this Agreement to conform with federal, state, or local governmental guidelines or policies, the availability of funds, or for other reasons.

9. **Public Records:** **IF THE PARTICIPANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PARTICIPANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-828- 5002, CITY CLERK'S OFFICE, 100 ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA**

**33301, [PRRCONTRACT@FORTLAUDERDALE.GOV](mailto:PRRCONTRACT@FORTLAUDERDALE.GOV).**

Participant shall comply with public records laws, and Participant 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 (2022), 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 Participant 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 Participant or keep and maintain public records required by the City to perform the service. If the Participant transfers all public records to the City upon completion of the Contract, the Participant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Participant keeps and maintains public records upon completion of the Contract, the Participant 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.

10. **Default:** Any of the following events shall constitute an "event of default" pursuant to this Agreement:

- a. The Participant or City fail to perform any covenant or term or condition of this Agreement; or any representation or warranty of both parties herein or in any other grant documents executed concurrently herewith or made subsequent hereto, shall be found to be inaccurate, untrue or breached.
- b. If the Participant 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 other local law, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Participant for all or any part of the properties of Participant; or if within ten (10) days after commencement of any proceeding against the Participant, 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 other local law, such proceeding shall not have been dismissed or stayed on appeal; or if, within ten (10) days after the appointment, without the consent or acquiescence of the Participant, of any trustee, receiver, or liquidator of the Participant, 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.

- c. Participant's or City's breach, violation, or failure to perform any of the obligations or any of the covenants or conditions set forth in this Agreement.

Upon the occurrence of any event of default, the Parties shall issue written notice in accordance with Section 5 of this Agreement and the Participant and City shall have thirty (30) days within which to cure such default. If either party fails to cure the default within the thirty (30) days, then the other party may terminate this Agreement immediately.

11. **Severability:** If any provision of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement not having been held invalid by a court of competent jurisdiction shall remain in full force and effect.

12. **Non-Discrimination:** The Participant shall not discriminate against its employees based on the employee's race, color, religion, gender, gender identity, gender expression, marital status, sexual orientation, national origin, age, disability, or any other protected classification as defined by applicable law.

- a. The Participant certifies and represents that the Participant offers the same health benefits to the domestic partners of its employees as are offered its employees' spouses or offers its employees the cash equivalent of such health benefits because it is unable to provide health benefits to its employees' domestic partners, and that the Participant will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, (2022), as may be amended or revised, ("Section 2-187"), during the entire term of this Agreement.
- b. The failure of the Participant to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
- c. The City may terminate this Agreement if the Participant fails to comply with Section 2-187.
- d. The City may retain all monies due or to become due until the Participant complies with Section 2-187.
- e. The Participant may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

13. **Scrutinized Companies:** The Participant certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2022), and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if the Participant is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2022), 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 (2022), as may be amended or revised, or is engaged in a boycott of Israel.

14. **Laws:** The Participant shall at all times conduct its affairs in accordance with and be in compliance with all applicable laws, ordinances, and regulations.

15. **Insurance:** As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the Participant, at the Participant's sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Participant. The Participant shall provide the CITY a certificate of insurance evidencing such coverage. The Participant's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Participant shall not be interpreted as limiting the Participant's liability and obligations under this Agreement. All insurance policies shall be from insurers authorized to write insurance policies in the State of Florida and that possess an A.M. Best rating of A-, VII or better. All insurance policies are subject to approval by the CITY's Risk Manager.

The coverages, limits, and endorsements required herein protect the interests of the CITY, and these coverages, limits, and endorsements may not be relied upon by the Participant for assessing the extent or determining appropriate types and limits of coverage to protect the Participant against any loss exposure, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the CITY's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Participant under this Agreement.

The following insurance is required:

Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for Contractual Liability and Independent Contractors.

The CITY and the CITY's officers, employees, and volunteers are to be covered as additional insureds with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the Participant. The coverage shall contain no special limitation on the scope of protection afforded to the CITY or the CITY's officers, employees, and volunteers.

Fidelity/Dishonesty and/or Commercial Crime

Coverage must be afforded in an amount equal to or greater than the amount agreed to in the contract, per loss for dishonest acts of the Contractor's employees, including but not limited to theft of money, personal property, vehicles, materials, supplies, equipment, tools, etc. Third-party coverage must be included under the policy. This policy must be in force for the duration of the roof replacement project.

## **Insurance Certificate Requirements**

- a. The Participant shall provide the CITY with valid Certificates of Insurance (binders are unacceptable) no later than thirty (30) days prior to the start of work contemplated in this Agreement.
- b. The Participant shall provide to the CITY a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Participant to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Agreement term goes beyond the expiration date of the insurance policy, the Participant shall provide the CITY with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The CITY reserves the right to suspend the Agreement until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f. The CITY shall be named as an Additional Insured on Commercial General Liability policy.
- g. The title of the Agreement or other identifying reference must be listed on the Certificate of Insurance.

### **The Certificate Holder should read as follows:**

City of Fort Lauderdale  
100 North Andrews Avenue  
Fort Lauderdale, FL 33301

The Participant has the sole responsibility for the payment of all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the CITY as an Additional Insured shall be at the Participant's expense.

If the Participant's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the Participant may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.



The Participant's insurance coverage shall be primary insurance as applied to the CITY and the City's officers, employees, and volunteers. Any insurance or self- insurance maintained by the CITY covering the CITY, the CITY's officers, employees, or volunteers shall be non-contributory.

Any exclusion or provision in the insurance maintained by the Participant that excludes coverage for work contemplated in this Agreement shall be unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the contract work has been accepted by the CITY, or until this Agreement is terminated, whichever is later. Any lapse in coverage shall be considered breach of contract. In addition, the Participant must provide to the CITY confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The CITY reserves the right to review, at any time, coverage forms and limits of the Participant's insurance policies.

The Participant shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement shall be provided to the Participant's insurance company or companies and the CITY's Risk Management office as soon as practical.

It is the Participant's responsibility to ensure that any and all of the Participant's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Participant.

16. **Subcontractors:** In the event Participant or its selected contractor engages any subcontractor in the performance of this Agreement, Participant shall ensure that all of subcontractors perform in accordance with the terms and conditions of this Agreement. Participant shall be fully responsible for all of subcontractors' performance, and liable for any of subcontractors' non-performance and all of subcontractors' acts and omissions. Participant shall defend at Participant's expense, counsel being subject to City's approval or disapproval, and indemnify and hold City and City's officers, employees, and agents harmless from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, by or in favor of any of subcontractors for payment for work performed for City by any of such subcontractors, and from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, occasioned by or arising out of any act or omission by any of subcontractors or by any of subcontractors' officers, agents, or employees. This Section shall survive the expiration or early termination of this Agreement.

17. **E-Verify:** As a condition precedent to the effectiveness of this Agreement, pursuant to Section 448.095, Florida Statutes (2022), as may be amended or revised, the Participant and its selected contractor shall register with and use the E-Verify system to electronically verify the employment eligibility of newly hired employees.

a. The Participant shall require each of its selected contractor, to provide the Participant

with an affidavit stating that the selected contractor does not employ, contract with, or subcontract with an unauthorized alien. The Participant shall maintain a copy of its selected contractor's affidavit for the duration of this Agreement and in accordance with the public records requirements of this Agreement.

b. The City, the Participant, 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 (2022), 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(2), Florida Statutes (2022), as may be amended or revised, but that the Contractor otherwise complied with Subsection 448.095(2), 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(2)(c)1. or 2., Florida Statutes(2022), 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(2)(c), Florida Statutes (2022), as may be amended or revised, the selected 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 18, including this subparagraph, requiring any and all subcontractors, as defined in Subsection 448.095(1)(j), Florida Statutes (2022), as may be amended or revised, to include all of the requirements of this section 18 in their subcontracts. Contractor shall be responsible for compliance by any and all subcontractors, as defined in Subsection 448.095(1)(j), Florida Statutes (2022), as may be amended or revised, with the requirements of Section 448.095, Florida Statutes (2022), as may be amended or revised.

18. **Section Headings:** The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

19. **Materiality; Waiver:** The parties agree that each requirement, duty and obligation set forth in this Agreement is substantial and important to the formation of this Agreement and, therefore, is a material term. Either party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

20. **Entire Agreement:** This Agreement shall constitute the entire agreement between City and Participant 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 Participant with respect to 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 Participant without the prior written consent of the City. All representations and warranties made herein regarding the Participant's indemnification obligations and obligations to maintain and allow inspection of records shall survive the termination of this Agreement.

21. **Governing Law; Venue:** 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, and for any other legal proceeding, shall be in the courts in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida.

22. **Termination:** The CITY has the unqualified and absolute right to terminate this Agreement at any time upon written notice by the City to the Participant, in which event, the Participant shall be paid for roofing work performed as described in proper invoices submitted to the City pursuant to this Agreement up to the termination date. In the event that the Participant abandons this Agreement or causes it to be terminated, the Participant shall indemnify the City against any losses pertaining to such termination.

23. **Attorney Fees:** In the event that either party brings suit for enforcement of this Agreement, the Participant shall pay the City's attorney fees and costs. This Section shall survive the expiration or early termination of this Agreement.

24. **Interpretation:** It is acknowledged that each party to this agreement had the opportunity to be represented by counsel in the preparation of this Agreement, and accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply to this Agreement due to the joint contributions of both parties.

25. **Service Mark:** The City retains all right, title, and interest in and to the City's trademarks and service marks, including any goodwill associated therewith. The City grants to Participant a non-exclusive, non-transferable, revocable, limited license to use the City's logo as provided in this Agreement during the term of this Agreement. Participant shall not use the City's trademarks or service marks or logos for any other purpose.

**{REMAINDER OF PAGE LEFT INTENTIONALLY BLANK}**

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

ATTEST:

**City of Fort Lauderdale**

\_\_\_\_\_  
David R. Soloman, City Clerk

By: \_\_\_\_\_  
Dean J. Trantalis, Mayor

By: \_\_\_\_\_  
Greg Chavarria  
City Manager

Approved as to form:  
Alain E. Boileau, City Attorney

\_\_\_\_\_  
Patricia SaintVil- Joseph  
Assistant City Attorney

**PARTICIPANT**

WITNESSES:

**Delta Education and Life Development  
Foundation, Incorporated**

\_\_\_\_\_  
Print Name:

By: \_\_\_\_\_  
Deetra S. Durham, Chair

\_\_\_\_\_  
Print Name:

ATTEST:

\_\_\_\_\_  
Alfreda D. Coward, Esq, Housing Co-Chair

STATE OF FLORIDA:  
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by **Deetra S. Durham**, as Chairman for Delta Education and Life Development Foundation, Incorporated, a Florida not for profit corporation.

(SEAL)

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
(Signature of Notary Public)

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

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