

**CITY OF FORT LAUDERDALE  
FISCAL YEAR 2026 NOT FOR PROFIT GRANT PARTICIPATION AGREEMENT**

THIS CITY OF FORT LAUDERDALE FISCAL YEAR 2026 NOT FOR PROFIT GRANT PARTICIPATION AGREEMENT, ("Agreement"), made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2026, is by and between the City of Fort Lauderdale, a Florida municipality, ("City" or "CITY"), whose address is 101 NE 3rd Avenue, Suite 2100, Fort Lauderdale, Florida 33301, and Experience Aviation Inc., a Florida not for profit corporation, ("Experience Aviation" or "Contractor"), whose principal place of business is 14850 NW 44<sup>th</sup> Court, #203, Miami, Florida 33054.

WHEREAS, CITY desires to retain the services of Experience Aviation to provide a Summer Youth Employment Program to youths aged 16 through 18 years old, who reside within the legal boundaries of the City of Fort Lauderdale; and

WHEREAS, the City Commission of the City of Fort Lauderdale, Florida, by motion at its meeting of February 3, 2026, approved the City of Fort Lauderdale Education Enrichment Grant.

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 Experience Aviation hereby agree as follows:

**I. SCOPE OF SERVICES**

A. The term of this Agreement shall be for one year from the date of this Agreement. Experience Aviation agrees to provide a summer youth employment program to youths aged 16 through 18 years old who reside within the legal boundaries of the City of Fort Lauderdale and who are referred to Experience Aviation by City, for 30 hours a week and for up to eight weeks ("Summer Program"). The Summer Program for calendar year 2026 ("2026 Summer Program"), shall begin on June 1, 2026, and end on August 30, 2026. Experience Aviation shall conduct student orientation sessions for the 2026 Summer Program. The dates for student orientation sessions shall be mutually agreed upon by both parties prior to the beginning date of the Summer Program. The City's City Manager, or designee, is authorized under this Agreement to set dates on behalf of the City.

B. Experience Aviation agrees to pay the wages for all youth assigned by City who are participating in the Summer Program.

C. Experience Aviation agrees to verify that all youths assigned to the Summer Program, for purposes of this Agreement, reside within the legal boundaries of the City of Fort Lauderdale. City agrees to provide Instructor with a map identifying the City of Fort Lauderdale boundaries for verification purposes. City agrees that if a youth moves outside of the boundaries of the City during the Summer Program that the youth can continue to remain in their job assignment and the City will continue to pay for that youth during the Summer Program so long as the original job assignment is located within the legal boundaries of the City of Fort Lauderdale.

D. City agrees to provide funding to Experience Aviation for the 2026 Summer Program, not to exceed the amount of one hundred fifty thousand dollars (\$150,000.00), subject to this Agreement on a reimbursement basis to serve twenty-three youths during the Summer Program. Experience Aviation must provide City with all required grant reporting documentation, payroll, timesheets, receipts and/or invoices for all services rendered and goods provided in connection with the Summer Program. City will review all required reporting and invoices submitted by Experience Aviation and, if inaccuracies and/or errors are discovered in any such reporting or invoice, City will inform the Summer Program Administrator within twenty-one (21) working days by e-mail, fax and/or mail of such inaccuracies and/or errors and request that revised copies of all such documents be re-submitted by Experience Aviation to City. The City's decision regarding the accuracy of the receipts and/or invoice shall be final. Experience Aviation shall submit its final invoice to City no later than August 7, 2026. City reserves the right to withhold payment on any request for payment involving a disputed invoice submitted by Experience Aviation. Experience Aviation shall be compensated as follows:

Employ 23 high school students to work in various departments at Fort Lauderdale Executive Airport ("FXE") within the City of Fort Lauderdale at a rate of \$14 per hour for 30 hours per week for 8 weeks (onboarding included). 8 weeks x 30 hours x \$14.00/hour = \$3,360.00 x 23 students = \$77,280.00 FICA \$5,911.92 Workers Comp \$1,483.77

**TOTAL: \$84,675.69**

Employ 2 administrative staff to support summer interns at \$30 per hour/30 hours per week for 8 weeks = \$14,400 + FICA \$1101.60 + Work Comp. \$276.48

**TOTAL: \$15,778.08**

Contract with specialized instructional providers to instruct and monitor student interns to ensure that they are receiving a meaningful summer employment experience. 2 Instructors at \$50 per hour/16 hours per week for 8 weeks=\$12,800+ FICA=\$979.20+ Work. Comp.= \$245.76

**TOTAL: \$14,024.96**

Staff duties include daily visits to the jobsites to offer any technical assistance to the jobsite supervisor and support to the youth; collect and check all timesheets; assist to correct any payroll concerns the youth participants may have as it arises; and to collect all information concerning all job-related injuries, however minor, in order to report it immediately.

Instructional supplies and materials for student intern onboarding/training/class consumables. **TOTAL: \$14,021.27**

Purchased Equipment - Purchase 23 laptops and 20 tablets to support high school students' summer employment/internship activities. \$500/laptop x 23 laptops = \$11,500; \$500/tablets x 20 tablets = \$10,000

**TOTAL: \$21,500.00**

**PROGRAM TOTAL: \$150,000**

E. Experience Aviation agrees to notify City at least seven (7) days in advance of a change to the Worksite Supervisor and/or the location to which the youth is assigned.

F. Experience Aviation agrees to supervise the youths referred and assigned to City/Worksite Supervisor and provide work site supervisors with training sessions to be held by Experience Aviation, during the months of May and/or June 2026. It shall be the responsibility of Experience Aviation, to review the supervisor's handbook with those worksite supervisors who are unable to attend the Worksite Supervisors Training Sessions.

G. Experience Aviation shall provide the Worksite Supervisors with a copy of the Worksite Supervisor's Handbook. In the event of a change in supervisor, Experience Aviation, shall assure the new supervisor is provided with the above information.

H. City/Experience Aviation shall both comply with applicable federal and state child labor laws, rules, and regulations in the assignment of work to the youth.

I. Experience Aviation shall assure that the time worked by the youth is recorded on time sheets in segments of fifteen minutes. The timesheets shall be signed by the youth and the Worksite Supervisor and submitted to Experience Aviation, in accordance with a procedure established by Experience Aviation, for the collection of time sheets.

J. Experience Aviation shall assure youth do not work in excess of 30 hours a week. Youth may not be requested to work overtime. Youth may not accrue or be paid sick, vacation, or holiday time during the period of their Summer Program work experience.

K. Worksites to which youth are assigned shall be sanitary and safe.

L. City and Experience Aviation shall allow representatives of both parties to visit worksites for the purpose of monitoring the Summer Program.

M. City and Experience Aviation shall maintain the records and files, containing, but not limited to, timesheets, attendance records, supervisor and work assignments relating to the Summer Program work experience for as long as required by Florida law and the applicable public records retention schedules, and shall make them available upon request.

**II. TERM AND TIME OF PERFORMANCE**

The term of this Agreement shall begin upon execution of this Agreement, through August 30, 2026. Experience Aviation shall have incurred all expenditures of funds that are reimbursable pursuant to this Agreement on or after October 1, 2025, and before September 30, 2026. The effectiveness of this Agreement is subject to and conditioned on the City's budget appropriation to fund this Agreement and the availability of funds.

### **III. FINANCIAL REPORTING**

Within ninety (90) days after the close of Experience Aviation's fiscal year, Experience Aviation shall submit to the City a financial statement and summary report, prepared in accordance with generally accepted accounting principles, accounting for the funds expended pursuant to this Agreement and reporting upon the manner in which they were expended. The financial statement and summary report shall be certified by a certified public accountant. The financial statement and summary report shall be directed to the City as follows:

Susan Leon, Chief Education Officer  
City of Fort Lauderdale  
City Manager's Office  
101 NE 3rd Avenue, Suite 2100  
Fort Lauderdale, Florida 33301

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

### **IV. PAYMENT**

A. It is expressly agreed and understood that the total amount to be paid by the City pursuant to this Agreement shall not exceed \$150,000, subject to and conditioned on the City's budget appropriation to fund this Agreement and the availability of funds. The funds will be distributed monthly, on a reimbursement basis, following the City's receipt of supporting receipts, invoices, and reports detailing the services set forth in this Agreement. In no event will the Experience Aviation be compensated for any services that have not been described in this Agreement or in a separate amendment to this Agreement. This Section shall survive the expiration or early termination of this Agreement.

Experience Aviation shall not use City grant funds for:

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

## **V. NOTICES**

Notices required by or otherwise related to 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.

### **FOR CITY:**

City Manager  
City of Fort Lauderdale  
101 NE Third Avenue, Suite 2100  
Fort Lauderdale, Florida 33301

### **WITH A COPY:**

Susan Leon, Chief Education Officer  
City of Fort Lauderdale  
City Manager's Office  
101 NE 3rd Avenue, Suite 2100  
Fort Lauderdale, Florida 33301

### **WITH A COPY:**

City Attorney  
City of Fort Lauderdale  
1 E. Broward Blvd., Suite 1320  
Fort Lauderdale, Florida 33301

### **FOR EXPERIENCE AVIATION:**

Experience Aviation, Inc.  
14850 NW 44 Court, Ste. 203  
Miami, FL 33054

## **VI. GENERAL CONDITIONS**

### **A. 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. Experience Aviation 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 Experience Aviation is an independent contractor.

## B. Indemnification

Experience Aviation 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 Experience Aviation's acts or omissions in Experience Aviation's performance or nonperformance 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.

## C. Amendments

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.

## D. Public Records

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-828-5002, CITY CLERK'S OFFICE, ONE EAST BROWARD BOULEVARD, SUITE 444, FORT LAUDERDALE, FLORIDA 33301, [PRRCONTRACT@FORTLAUDERDALE.GOV](mailto:PRRCONTRACT@FORTLAUDERDALE.GOV).**

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

1. Keep and maintain public records required by the City to perform the service.
2. 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 (2025), as may be amended or revised, or as otherwise provided by law.

3. 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.
4. 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.

E. Default

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

1. Experience Aviation fails to perform any covenant or term or condition of this Agreement; or any representation or warranty of Experience Aviation herein or in any other grant documents executed concurrently herewith or made subsequent hereto, shall be found to be inaccurate, untrue or breached.
2. If Experience Aviation 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 Experience Aviation for all or any part of the properties of Experience Aviation; or if within ten (10) days after commencement of any proceeding against Experience Aviation, 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 Experience Aviation, of any trustee, receiver, or liquidator of Experience Aviation, 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.

3. Experience Aviation'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 City shall issue written notice in accordance with Article V and Experience Aviation shall have thirty (30) days within which to cure such default. If Experience Aviation fails to cure the default within the thirty (30) days, the City may terminate this Agreement immediately.

#### F. 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.

#### G. Non-Discrimination

The Contractor 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.

1. The Contractor certifies and represents that the Contractor 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 Contractor will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, (2025), as may be amended or revised, ("Section 2-187"), during the entire term of this Agreement.
2. The failure of the Contractor 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.
3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
5. The Contractor 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.



#### H. Scrutinized Companies

The Contractor certifies that it is not participating in a boycott of Israel. The CITY may terminate this Agreement at the CITY's option if the Contractor is found to have been placed on the Scrutinized Companies or Other Entities that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2025), as may be amended or revised, or is engaged in a boycott of Israel. If the Contractor is found to have submitted a false certification as provided under subsection (5) of Section 287.135, Florida Statutes (2025), as may be amended or revised, the Contractor may be subject to such penalties as provided in Section 287.135, Florida Statutes (2025), as may be amended or revised.

#### I. Compliance

Experience Aviation shall at all times conduct its affairs in accordance with and be in compliance with all applicable laws, ordinances, and regulations.

#### J. 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, Experience Aviation, at its 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 Experience Aviation. Experience Aviation shall provide the City a certificate of insurance evidencing such coverage. Experience Aviation's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by Experience Aviation shall not be interpreted as limiting Experience Aviation's liability and obligations under this Agreement. All insurance policies shall be through insurers authorized or eligible to write policies in the State of Florida and possess an A.M. Best rating of A-, VII or better, 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/or endorsements shall in no way be relied upon by Experience Aviation for assessing the extent or determining appropriate types and limits of coverage to protect Experience Aviation against any loss exposures, 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 Experience Aviation under this Agreement.

The following insurance policies and coverages are 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, a Florida municipal corporation, its officials, employees, and volunteers are to be included as an additional insured 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 Experience Aviation. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, employees, and volunteers.

#### Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident.

If Experience Aviation does not own vehicles, Experience Aviation shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

#### Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute.

Experience Aviation waives, and Experience Aviation shall ensure that Experience Aviation's insurance carrier waives, all subrogation rights against the City, its officials, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

Experience Aviation must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable.

#### Insurance Certificate Requirements

- Experience Aviation shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than ten (10) days prior to the start of work contemplated in this Agreement.
- Experience Aviation 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 Experience Aviation 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, Experience Aviation 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 included as an Additional Insured on all liability policies, with the exception of Workers' Compensation.
- g. The City shall be granted a Waiver of Subrogation on Experience Aviation's Workers' Compensation insurance policy.
- h. The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

City of Fort Lauderdale  
401 SE 21 Street  
Fort Lauderdale, FL 33316

Experience Aviation has the sole responsibility for 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 Experience Aviation's expense.

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

Experience Aviation's insurance coverage shall be primary insurance as respects to the City, a Florida municipal corporation, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, a Florida municipal corporation, its officials, employees, or volunteers shall be non-contributory.

Any exclusion or provision in any insurance policy maintained by Experience Aviation that excludes coverage required in this Agreement shall be deemed 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, Experience Aviation 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 Experience Aviation's insurance policies.

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

It is Experience Aviation's responsibility to ensure that any and all of Experience Aviation'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 Experience Aviation.

#### K. Subcontractors

In the event Contractor engages any subcontractor in the performance of this Agreement, Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Agreement. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend at Contractor's expense, counsel being subject to City's approval or disapproval, and indemnify and hold harmless City, and City's officers, employees, and agents 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 Contractor's 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 Contractor's subcontractors or by any of Contractor's subcontractors' officers, agents, or employees. This Section shall survive the expiration or early termination of this Agreement.

#### L. E-Verify

As a condition precedent to the effectiveness of this Agreement, pursuant to Section 448.095, Florida Statutes (2025), 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.

1. 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.

2. 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 (2025), as may be amended or revised, shall terminate the contract with the person or entity.
3. The City, upon good faith belief that a subcontractor knowingly violated the provisions of Subsection 448.095(5), Florida Statutes (2025), as may be amended or revised, but that the Contractor otherwise complied with Subsection 448.095(5), Florida Statutes (2025), 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.
4. A contract terminated under Subparagraph 448.095(5)(c)1. or 2., Florida Statutes (2025), 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 (2025), 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.
5. Contractor shall include in each of its subcontracts, if any, the requirements set forth in this Section VI.L, including this subparagraph, requiring any and all subcontractors, as defined in Subsection 448.095(1)(e), Florida Statutes (2025), as may be amended or revised, to include all of the requirements of this Section VI.L in their subcontracts. Contractor shall be responsible for compliance by any and all subcontractors, as defined in Subsection 448.095(1)(e), Florida Statutes (2025), as may be amended or revised, with the requirements of Section 448.095, Florida Statutes (2025), as may be amended or revised.

#### M. Audit

The City or the City's designee may audit the books, records, and accounts of Experience Aviation that are related to this Agreement. Experience Aviation shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. Experience Aviation shall preserve and make available, at reasonable times for examination and audit by the City or by the City's designee 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, Experience Aviation shall retain the books, records, and accounts until resolution of the audit findings. Experience Aviation 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 Experience Aviation. 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.

N. Section Headings and Subheadings

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.

O. 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.

P. Entire Agreement

This Agreement shall constitute the entire agreement between City and Experience Aviation 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 Experience Aviation 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 Experience Aviation without the prior written consent of the City. All representations and warranties made herein regarding Experience Aviation's indemnification obligations and obligations to maintain and allow inspection of records shall survive the termination of this Agreement.

Q. 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.

R. Termination

The parties agree that, if either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) calendar days' written notice to cure the default. However, if said default cannot be cured within said thirty (30) calendar day period and the defaulting party is diligently attempting in good faith to cure same, the time period will be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) calendar days' notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy is cumulative and in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder precludes any other or future exercise thereof. The Summer Programs and the City's funding of the Summer Programs shall cease immediately upon the early termination of this Agreement.

#### S. Termination for Convenience

The CITY has the unqualified and absolute right to terminate this Agreement at any time upon written notice by the CITY to Experience Aviation, in which event, Experience Aviation shall be paid its compensation for services performed up to the termination date. In the event that Experience Aviation abandons this Agreement or causes it to be terminated, Experience Aviation shall indemnify the CITY against any losses pertaining to such termination.

#### T. Attorney Fees

In the event that either party brings suit for enforcement of this Agreement, Experience Aviation shall pay the City's attorney fees and costs. This Section shall survive the expiration or early termination of this Agreement.

#### U. Legal Representation

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 herein due to the joint contributions of both parties.

#### V. Foreign Countries of Concern

As a condition precedent to the effectiveness of this Agreement, Experience Aviation shall provide the City with an affidavit signed by an officer or representative of the Experience Aviation under penalty of perjury attesting that Experience Aviation does not meet any of the criteria in paragraphs (2)(a)-(c) of Section 287.138, Florida Statutes (2025), as may be amended or revised.

W. Anti-Human Trafficking

As a condition precedent to the effectiveness of this Agreement, Experience Aviation shall provide the City with an affidavit signed by an officer or a representative of Experience Aviation under penalty of perjury attesting that Experience Aviation does not use coercion for labor or services as defined in Section 787.06, Florida Statutes (2025), as may be amended or revised.

X. Public Entity Crime

Contractor represents that the execution of this Agreement will not violate Section 287.133, Florida Statutes (2025), as may be amended or revised, which provides that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact any business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes (2025), as may be amended or revised, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. Violation of this Section shall result in termination of this Agreement and recovery of all monies paid by City pursuant to this Agreement and may result in debarment from City's competitive procurement activities.

Y. Background Screening

Experience Aviation agrees that all of its personnel who will have direct contact with students will successfully complete the background screening required by Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes, and meet the standards established by the statutes. Experience Aviation shall bear the cost of acquiring the background screening required by this section. The parties agree that the failure of Experience Aviation to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling CITY to terminate this Agreement immediately for cause with no opportunity required to permit Experience Aviation to cure such default and no further responsibilities or duties to perform under this Agreement. To the extent permitted by law, Experience Aviation agrees to indemnify and hold harmless CITY, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from Experience Aviation's failure to comply with the requirements of this section.



Z. Certification

Experience Aviation shall maintain all applicable memberships, education and safety certifications as required by law. Experience Aviation's failure to comply with this provision may lead to the immediate termination of this Agreement.

AA. Safeguard Confidentiality of Education Records

Notwithstanding any provision to the contrary within this Agreement, and to the extent Experience Aviation obtains any education records, Experience Aviation shall:

- 1) fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records;
- 2) hold any education records in strict confidence and not use or redisclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 or older whose education records are to be shared provides prior written consent for their release;
- 3) safeguard each education record through administrative, physical, and technological safety standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements;
- 4) utilize the education records solely for the purposes of providing products and services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records to any third-party.

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

ATTEST

City of Fort Lauderdale

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

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

By: \_\_\_\_\_  
Rickelle Williams, City Manager

Approved as to form:

\_\_\_\_\_  
Eric W. Abend  
Senior Assistant City Attorney

WITNESSES:

Experience Aviation Inc.

\_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Barrington Irving, President

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

\_\_\_\_\_  
Signature

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

ATTEST:

(CORPORATE SEAL)

\_\_\_\_\_  
Fabio Alexander, Chairman

STATE OF FLORIDA:  
COUNTY OF \_\_\_\_\_:

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by Barrington Irving as President for Experience Aviation Inc., a Florida not for profit corporation.

(SEAL)

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

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

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