

**AGREEMENT
BETWEEN THE KIWANIS CLUB OF NORTH PORT, INC.,
AND THE CITY OF NORTH PORT, FLORIDA,
REGARDING CHILDREN’S COMMUNITY CLOTHING CLOSET**

THIS AGREEMENT regarding the Children’s Community Clothing Closet (the “Agreement”) is made and entered into by and between the Kiwanis Club of North Port, Inc., a Florida not-for-profit corporation (“Kiwanis”), and the City of North Port, Florida, a municipal corporation of the State of Florida (the “City”), (together “the Parties”).

WHEREAS, the City’s Social Services Division operates the Clothing Closet at a City-owned building located at 5940 Sam Shapos Way, North Port, Florida (the “Property”); and

WHEREAS, the City’s Social Services Division uses the Al Goll Ancillary Building located at 5925 Greenwood Ave, North Port, Florida (“Storage Building”) to store items distributed through the Clothing Closet; and

WHEREAS, Kiwanis is a tax-exempt not-for-profit service organization organized under Section 501(c)(3) of the Internal Revenue Code and operating as part of Kiwanis International, whose mission is dedicated to improving the lives of children one community at a time; and

WHEREAS, Kiwanis serves City residents via programming and fundraising aimed at combatting community challenges, and desires to provide volunteers to work at the City’s Children’s Community Clothing Closet (“Clothing Closet”); and

WHEREAS, the City Commission for the City of North Port, Florida finds that the services provided under this Agreement primarily serve a public purpose by creating and sustaining a safe and healthy community for City residents; and

WHEREAS, the City Commission for the City of North Port, Florida finds that the services provided under this Agreement promote the health, welfare, safety, and protection of the community, and that these services are a proper exercise of a municipal function.

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

1. Recitals. The above recitals are true and correct and by this reference, are incorporated in this Agreement.
2. Term and Termination.
 - A. Term. The term of this Agreement begins on the date it is approved by the City Commission (“Effective Date”) and will remain in effect for a term of one year (“Initial Term”).
 - B. Renewal. After the Initial Term, and unless otherwise terminated as provided herein, this Agreement shall automatically renew for additional one-year terms thereafter (“Renew Term”), provided that in no event shall this Agreement renew for more than two consecutive Renewal

Terms.

- C. Termination. This Agreement may be terminated, without cause, by either party upon providing the other party with 60 days' prior written notice of termination.

3. Use of the Property for the Clothing Closet.

- A. Clothing Closet. The Clothing Closet is a City program operated through the Social Services Division that provides area children with donated usable items, including but not limited to clean clothes, toiletries, accessories, household goods, and children's items such as pack-n-plays, cribs, etc. (the "Services").

B. City-Owned Property.

1. THE PROPERTY AND STORAGE BUILDING ARE PROVIDED IN "AS IS" CONDITION. THE CITY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS AND IMPLIED, AS TO THE CONDITION OF THE PROPERTY AND STORAGE BUILDING OR THE USE AND OCCUPANCY AUTHORIZED OTHER THAN THOSE CONTAINED IN THIS AGREEMENT.
2. The City reserves the right to expel any person from City-owned property who is causing a disturbance, is conducting themselves in violation of any laws, City rules or regulations, or whose conduct or activity presents a safety risk or public nuisance. Neither the City nor any of its officers, agents, or employees will be liable to Kiwanis for any damages that may be sustained to the person or property of Kiwanis or its volunteers through the City's exercise of this right.

- C. City Responsibilities. Throughout the term of this Agreement the City shall operate the Clothing Closet at the Property, and shall:

1. Coordinate and maintain a schedule of Clothing Closet volunteers provided by Kiwanis.
2. Ensure that any volunteer issued a key to the Property executes a Key Holder Agreement before the key is distributed.
3. The City's Social Services Division shall collect and deposit monetary donations received for the benefit of the Clothing Closet.
4. Use the City's social media platforms and website to promote Services provided by the Clothing Closet, and to solicit donations benefiting the Clothing Closet. The City's use of its social media, website, and other City resources shall be at its sole discretion and in the same manner used for other Social Services Division programs.
5. Maintain a record of clients served through the Clothing Closet based on Community Development Block Grant (CDBG) funding guidelines and requirements.
6. The Property and Storage Building shall be maintained in a clean and repaired condition.

- D. Kiwanis Responsibilities. Throughout the term of this Agreement, Kiwanis shall provide

volunteers to work at the Clothing Closet in order to provide low to moderate income residents of the City of North Port and their children with donated items, and shall:

1. Ensure the Clothing Closet is staffed with no fewer than two (2) volunteers whenever the Clothing Closet is operating, both open to the public and by appointment. Kiwanis must provide volunteers to operate the Clothing Closet every Thursday from 6:00 PM through 8:00 PM, and every Saturday from 9:00 AM through 12:00 PM. At the discretion of Kiwanis, volunteers shall be provided to operate the Clothing Closet during additional dates and times as needed and by appointment.
2. Ensure the Clothing Closet is properly closed, and the doors locked at the end of each operating day.
3. Ensure each eligible client completes a City-provided prescreening form, and that all completed prescreening forms are promptly submitted to the Social Services Division no later than the fifth day of each month.
4. Maintain a list of clients assisted each day on a form provided by the City. Kiwanis must provide the Social Services Division with a copy of the list no later than the fifth day of each month.
5. Maintain a mobile telephone at the Property whenever volunteers are operating the Clothing Closet. The Social Services Division Manager must be provided with the mobile telephone number by the Effective Date and notified of any changes to the number.
6. Ensure that volunteers are available to collect donated clothing and children's items whenever the Clothing Closet is operating.
7. No later than the third day of the month, provide the Social Services Division with the volunteer list for the month. The volunteer list shall be provided by email to socialservices@cityofnorthport.com. Kiwanis must notify the Social Service Manager of any changes to the volunteer list as soon as reasonably possible.
8. Create and maintain an inventory list of all categories available for distribution through the Clothing Closet.
9. Ensure all City-owned property provided pursuant to this Agreement is respected, maintained, and kept in a clean and tidy condition.
10. Ensure volunteers exercise reasonable care, precaution, and due diligence to protect, maintain, and preserve all persons and City-owned property at the Property. Prior to and after operating the Clothing Closet, Kiwanis must conduct a thorough examination and inspection of the Property and any City-owned property provided, identifying any unsafe condition or defect. Immediately upon becoming aware of any defective or unsafe condition, Kiwanis must notify the Social Services Division Manager or other City authorized designee and stop operations so as not to endanger persons or property. Kiwanis's failure to report, remedy, or make safe a defective or unsafe condition may relieve the City of liability and responsibility for the defect or unsafe condition.

11. Kiwanis must ensure that any volunteer at or under its direction or supervision has training necessary to perform and provide the services required under this Agreement.

4. Use of Storage Building.

- A. The City shall use the Storage Building to store items intended to be distributed at the Clothing Closet and shall ensure that any volunteer issued a key to the Storage Building executes a Key Holder Agreement before the key is distributed. All items kept in the Storage Building are the property of the City.
- B. Kiwanis must remove any item from the Storage Building and/or Property upon the request of the Social Services Division Manager. The storage of the following in the Storage Building is specifically prohibited:
 - 1. Corrosive, controlled, combustible, or flammable material(s).
 - 2. Supplies, materials, equipment, or other items owned by Kiwanis.

5. Background Investigation.

Prior to performing any services under this Agreement, each volunteer must be approved through the North Port Police Department's volunteer program. The cost of the background investigation will be paid by the City. The City, in its sole discretion, will determine whether the results of a background investigation allow a person to perform services under this Agreement. In the event the City determines that the results of the volunteer's background investigation prevents them from performing the services written notice will be provided to Kiwanis that the volunteer is not permitted to participate in any activity performed in furtherance of this Agreement.

6. Non-Exclusivity.

This Agreement is non-exclusive. The City reserves its option to perform the same or similar services in-house or through others at its sole discretion. An individual is not required to be affiliated with Kiwanis in order to volunteer at the Clothing Closet.

7. Independent Contractor.

- A. The relationship between Kiwanis and the City is that of an independent contractor. Nothing contained herein will be deemed or construed as creating the relationship of employer-employee, principal-agent, partnership, or joint venture between the Parties. It is understood and agreed that no provision contained herein, or any acts of the Parties, will be deemed to create any relationship between them other than that as detailed herein. Kiwanis retains sole and absolute discretion and judgment in the manner and means of carrying out its responsibilities under this Agreement, within the established rules and regulations of the City.
- B. Kiwanis is not entitled to any salary or benefits under this Agreement. Kiwanis must provide, at its sole expense, all supplies and materials needed for the services that are not otherwise provided by the City.

8. Insurance.

- A. Before providing any services under this Agreement, Kiwanis must procure and maintain during the life of this Agreement, the insurance listed below unless otherwise specified. The policies of insurance must be primary and written on forms acceptable to the City and placed with insurance carriers approved and licensed by the Insurance Department of the State of Florida, and meet a minimum financial AM Best and Company rating of no less than "Excellent." No changes are to be made to these specifications without the City Manager or designee's prior written approval. The City Manager or designee may alter the amounts or types of insurance policies required by this Agreement upon agreement with Kiwanis.
1. Workers' Compensation Insurance. Unless exempt, coverage to apply for all employees at the statutory limits provided by state and federal laws. Include proof of current Workers' Compensation Coverage or Workers' Compensation Exemption (notarized affidavit). The policy must include Workers' Compensation with a limit of \$100,000 each accident; \$100,000 each employee; and \$500,000 policy limit for disease.
 2. General Liability Insurance. Aggregate must apply separately to this Agreement. Minimum \$500,000 each occurrence; \$1,000,000 general aggregate; \$1,000,000 products and completed ops; and \$100,000 damage to rented premises.
- B. Waiver of Subrogation. All required insurance policies are to be endorsed with a waiver of subrogation. The insurance companies, by proper endorsement or through other means, agree to waive all rights of subrogation against the City, its officers, officials, employees, and volunteers, and the City's insurance carriers, for losses paid under the terms of these policies that arise from the contractual relationship between Kiwanis and the City. It is Kiwanis' responsibility to notify its insurance company of the waiver of subrogation and request written authorization or the proper endorsement. Additionally, Kiwanis, its officers, officials, agents, volunteers, and any sub-contractors, agree to waive all rights of subrogation against the City and its insurance carriers for any losses paid, sustained, or incurred, but not covered by insurance, that arise from the contractual relationship between the Parties. This waiver also applies to any deductibles or self-insured retentions for which Kiwanis or its agents may be responsible.
- C. Policy Form. All policies required by this Agreement, with the exception of Workers' Compensation, or unless Risk Management through the City's Purchasing Office gives specific approval, are to be written on an occurrence basis and must name the City of North Port, Florida, its Commissioners, officers, agents, employees, and volunteers as additional insureds as their interest may appear under this Agreement. Claims Made Policies will be accepted for such risks as are authorized by the City's Purchasing Office. All Claims Made Policies contributing to the satisfaction of the insurance requirements herein shall have an extended reporting period option or automatic coverage of not less than two (2) years. If provided as an option, Kiwanis agrees to purchase the extended reporting period on cancellation or termination unless a new policy is affected with a retroactive date, including at least the last policy year.
- D. Insurance requirements itemized in this Agreement, and required of Kiwanis, must be provided by or on behalf of all sub-contractors to cover their operations performed under this Agreement. Kiwanis is responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to sub-contractors.

- E. Each insurance policy required by this Agreement must:
1. Apply separately to each insured against whom a claim is made, and suit is brought, except with respect to limits of the insurer's liability.
 2. Be endorsed to state that coverage shall not be suspended, voided, or cancelled by either party except after notice is delivered in accordance with the policy provisions. Kiwanis is to notify the City's Purchasing Office by written notice via certified mail, return receipt requested.
- F. The City retains the right to review, at any time, coverage, form, and amount of insurance.
- G. **The procuring of required policies of insurance must not be construed to limit Kiwanis' liability nor to fulfill the indemnification provisions and requirements of this Agreement. The extent of Kiwanis' liability for indemnity of the City shall not be limited by insurance coverage or lack thereof, or unreasonably delayed for any reason, including but not limited to, insurance coverage disputes between Kiwanis and its carrier.**
- H. Kiwanis is solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement and is solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the City is an insured under the policy. Kiwanis' insurance is considered primary for any loss, regardless of any insurance maintained by the City. Kiwanis is responsible for all insurance policy premiums, deductibles, SIR (self-insured retentions) or any loss or portion of any loss that is not covered by any available insurance policy.
- I. All certificates of insurance must be on file with and approved by the City before providing any services pursuant to this Agreement. All certificates of insurance required herein must be accompanied by a copy of the additionally insured documents/endorsements (CG 20101185 or combination of CG 2010370704 and CG 20370704). Certificates of insurance evidencing Claims Made or Occurrences form coverage and conditions to this Agreement, as well as the Agreement number and description of work, are to be furnished to the City's Purchasing Office (4970 City Hall Boulevard, Suite 337, North Port, FL 34286) prior to performing any services AND a minimum of 30 calendar days prior to expiration of the insurance contract when applicable. All insurance certificates must be received by the City's Purchasing Office before Kiwanis will be allowed to commence or continue services pursuant to this Agreement. The Certificate of Insurance issued by the underwriting department of the insurance carrier shall certify compliance with the insurance requirements provided herein.
- J. Notices of Accidents (Occurrences) and Notices of Claims associated with the services provided under this Agreement must be provided to Kiwanis' insurer(s) and the City's Purchasing Office as soon as practicable after notice to the insured.

9. **INDEMNIFICATION.**

- A. **TO THE EXTENT PERMITTED BY FLORIDA LAW, KIWANIS ASSUMES ALL LIABILITY FOR, AND RELEASES AND AGREES TO DEFEND, INDEMNIFY, PROTECT, AND HOLD HARMLESS THE CITY, ITS COMMISSIONERS, OFFICERS, AGENTS, AND EMPLOYEES, FROM ALL LIABILITIES, FINES, CLAIMS,**

ASSESSMENTS, SUITS, JUDGMENTS, DAMAGES, LOSSES AND COSTS, INCLUDING CONSEQUENTIAL, SPECIAL, INDIRECT, AND PUNITIVE DAMAGES, (INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES AND COURT COSTS, WHETHER SUCH FEES AND COSTS ARE INCURRED IN NEGOTIATIONS, AT THE TRIAL LEVEL OR ON APPEAL, OR IN THE COLLECTION OF ATTORNEYS' FEES), ARISING OUT OF ANY ACTS, ACTIONS, BREACHES, NEGLIGENCE OR OMISSIONS OF KIWANIS, OR KIWANIS'S OFFICERS, AGENTS, SUBCONTRACTORS, AND OTHER PERSONS EMPLOYED OR UTILIZED BY KIWANIS IN THE PERFORMANCE OF, OR THE FAILURE TO PERFORM, THE AGREEMENT. THE AGREEMENT DOES NOT CONSTITUTE A WAIVER OF SOVEREIGN IMMUNITY OR CONSENT BY THE CITY OR ITS SUBDIVISIONS TO SUIT BY THIRD PARTIES.

- B. THE CITY MUST PROVIDE ALL AVAILABLE INFORMATION AND ASSISTANCE THAT KIWANIS MAY REASONABLY REQUIRE REGARDING ANY CLAIM. IN THE EVENT OF A CLAIM, THE CITY MUST PROMPTLY NOTIFY KIWANIS IN WRITING BY PREPAID CERTIFIED MAIL (RETURN RECEIPT REQUESTED) OR BY DELIVERY THROUGH ANY NATIONALLY RECOGNIZED COURIER SERVICE (SUCH AS FEDERAL EXPRESS OR UPS) WHICH PROVIDES EVIDENCE OF DELIVERY, AT THE ADDRESS PROVIDED FOR RECEIPT OF NOTICES IN THIS AGREEMENT.
- C. THIS AGREEMENT FOR INDEMNIFICATION SURVIVES TERMINATION OR COMPLETION OF THE AGREEMENT. THE INSURANCE COVERAGE AND LIMITS REQUIRED IN THIS AGREEMENT MAY OR MAY NOT BE ADEQUATE TO PROTECT THE CITY AND SUCH INSURANCE COVERAGE WILL NOT BE DEEMED A LIMITATION ON KIWANIS'S LIABILITY UNDER THE INDEMNITY PROVIDED IN THIS SECTION. IN ANY PROCEEDINGS BETWEEN THE PARTIES ARISING OUT OF OR RELATED TO THIS INDEMNITY PROVISION, THE PREVAILING PARTY SHALL BE REIMBURSED ALL COSTS, EXPENSES AND REASONABLE ATTORNEY FEES THROUGH ALL PROCEEDINGS (AT BOTH TRIAL AND APPELLATE LEVELS).
- D. NOTHING IN THIS AGREEMENT SHALL BE DEEMED TO AFFECT THE RIGHTS, PRIVILEGES, AND IMMUNITIES OF THE CITY AS SET FORTH IN FLORIDA STATUTES SECTION 768.28. THE TERMS OF THIS SECTION SURVIVE THE TERMINATION OF THIS AGREEMENT.
- E. FURTHER, KIWANIS SHALL FULLY INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF NORTH PORT, FLORIDA FROM ANY SUITS, ACTIONS, DAMAGES, AND COSTS OF EVERY NAME AND DESCRIPTION, INCLUDING ATTORNEYS' FEES, ARISING FROM OR RELATING TO VIOLATION OR INFRINGEMENT OF A TRADEMARK, COPYRIGHT, PATENT, TRADE SECRET, OR INTELLECTUAL PROPERTY RIGHT.

10. Public Records. In accordance with Florida Statutes, Section 119.0701, Kiwanis shall comply with all public records laws, and shall specifically:

- A. Keep and maintain public records required by the City to perform the service.
 - 1. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies. (See <http://dos.dos.state.fl.us/library-archives/records-management/general-records-schedules/>).
 - 2. "Public records" means and includes those items specified in Florida Statutes, Section

119.011(12), as amended from time to time, and currently defined as: All documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the City. Kiwanis's records under this Agreement include but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, e-mails and all other documentation generated during this Agreement.

- B. Upon request from the City's custodian of public records, provide the City, at no cost, 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 for by law. All records kept 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.
- C. Ensure that records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and, if Kiwanis does not transfer the records to City following completion of the Agreement, for the time period specified in General Records Schedule GS1-SL for State and Local Government Agencies.
- D. Upon completion of the Agreement, transfer, at no cost, to the City all public records in Kiwanis's possession or keep and maintain public records required by the City to perform the service. If Kiwanis transfers all public records to the City upon completion of the Agreement, Kiwanis shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Kiwanis keeps and maintains public records upon the completion of the Agreement, Kiwanis shall meet all applicable requirements for retaining public records.
- E. IF KIWANIS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO KIWANIS'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CUSTODIAN OF PUBLIC RECORDS, 4970 CITY HALL BOULEVARD, NORTH PORT, FLORIDA 34286, (941) 429-7056 OR HOTLINE (941) 429-7270; E-MAIL: publicrecordsrequest@cityofnorthport.com.

11. Force Majeure.

Should performance of any obligation (other than payment obligations) created under this Agreement become illegal or impossible by reason of:

- A. A strike or work stoppage, unless caused by a negligent act or omission of either Party;
- B. An act of God, tornado, hurricane, flood, sinkhole, fire, explosion, landslide, earthquake, epidemic, pandemic, quarantine, pestilence, or extremely abnormal and excessively inclement weather;

- C. An act of a public enemy, act of war, terrorism, effect of nuclear radiation, blockage, insurrection, riot, civil disturbance, state of martial law, or national or international calamity;
- D. A declared emergency of the federal, state, or local government; or
- E. Any other cause not enumerated that is beyond the reasonable control of the non-performing party;

then the performance of any such obligation is suspended during the period of, and only to the extent of, such prevention or hindrance, provided the affected Party provides reasonable notice of the event of force majeure and exercises all reasonable diligence to eliminate the cause of force majeure.

12. Notice. All notices provided for in the Agreement must be in writing and transmitted by FedEx, UPS, or by certified mail, return receipt requested to the following. A party may update its notice information by providing written notice to the other party.

For City of North Port:
 City Manager
 City of North Port
 4970 City Hall Boulevard
 North Port, Florida 34286
 ContactNorthPort@cityofnorthport.com

With copies of Notices and Demands to:
 City Attorney
 City of North Port
 4970 City Hall Boulevard
 North Port, Florida 34286
 northportcityattorney@cityofnorthport.com

For Kiwanis Club of North Port:
 Kiwanis Club President
 P.O. Box 7222
 North Port, FL 34290
 Eallenemrich@gmail.com
 Andrewsias@gmail.com
 941-223-7120


13. Miscellaneous.

- A. Authority to Execute Agreement. The signature by any person to this Agreement shall be deemed a personal warranty that the person has the full power and authority to bind any corporation, partnership, or any other business or governmental entity for which the person purports to act hereunder.
- B. Binding Effect/Counterparts. By the signatures affixed hereto, the Parties intend to be bound by the terms and conditions hereof. This Agreement is binding upon and shall inure to the benefit of the Parties and their respective successors and assigns. It may be signed in counterparts.
- C. Governing Law and Venue. The laws of the State of Florida govern the rights, obligations, and remedies of the Parties under this Agreement. The exclusive venues for any legal or judicial proceedings in connection with the enforcement or interpretation of this Agreement are the Circuit Court of the Twelfth Judicial Circuit in and for Sarasota County, Florida, and the United States District Court for the Middle District of Florida.

- D. No Agency. Nothing contained herein shall be deemed or construed as creating the relationship of principal and agent, or of partnership or joint venture, between the Parties, it being understood and agreed that no provision contained herein, or any acts of the Parties shall be deemed to create any relationship between them other than that as detailed herein.
- E. Severability. In the event any court shall hold any provision of this Agreement to be illegal, invalid, or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any breach of any provision, term, condition, or covenant shall not be construed as a waiver of a subsequent breach by the other party.
- F. Headings. The descriptive titles appearing in each respective paragraph are for convenience only and are not a part of this Agreement and do not affect its construction.
- G. Complete Agreement. This Agreement incorporates and includes all prior negotiations, correspondence, agreements, or understandings between the parties, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. This Agreement supersedes all other agreements between the parties, whether oral or written, with respect to the subject matter.
- H. Amendment. No amendment, change, or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement. Any amendments changing the City's financial obligations under this Agreement shall require approval by the City Commission. The City Commission hereby authorizes the City Manager or City Manager's authorized designee to approve and execute all Agreement amendments on behalf of City that do not change City's financial obligations under this Agreement.
- I. Assignment. Kiwanis shall not assign this Agreement or any right or responsibility herein unless with the written consent of the City.
- J. Non-Discrimination. The City of North Port, Florida does not discriminate on the basis of race, color, national origin, sex, age, disability, family, or religious status in administration of its programs, activities, or services. Kiwanis shall not administer this Agreement in an unlawfully discriminatory manner, nor deny participation in or the benefits of same to any individual based on that individual's race, color, national origin, sex, age, disability, family or religious status, marital status, sexual orientation, gender identity or expression, or physical characteristic.

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Kiwanis Club of North Port, Inc.

By: 
Elaine Allen-Emrich, President

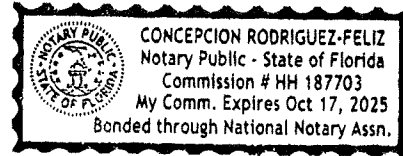
Date: 02-23-2022

STATE OF FLORIDA
COUNTY OF Sarasota

Sworn to and subscribed before me by means of physical presence or online notarization, this 23 day of February, 2022, by Elaine Allen-Emrich, as President of Kiwanis Club of North Port, Inc., a Florida not for profit corporation.

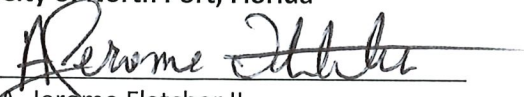

Notary Public

Personally Known Or Produced Identification
Type of Identification Produced FL DL




Approved by the City Commission of the City of North Port, Florida on Feb 22, 2022.

City of North Port, Florida


A. Jerome Fletcher II
City Manager

ATTEST


Heather Taylor, MMC
City Clerk

APPROVED AS TO FORM AND CORRECTNESS


Amber L. Slayton
City Attorney