

**SERVICE AND LEASE AGREEMENT BETWEEN BROWARD COUNTY AND
BOYS & GIRLS CLUBS OF BROWARD COUNTY, INC.
FOR USE OF COUNTY FACILITIES AS RECREATIONAL FACILITIES**

Agreement Number: 18-CP-CSA-BGC-01

This is a Service and Lease Agreement (“Agreement”) made and entered into by and between Broward County, a political subdivision of the State of Florida (“County”), and Boys & Girls Clubs of Broward County, Inc., an active nonprofit Florida corporation (“BGC”). County and BGC are collectively referred to as the “Parties.”

RECITALS

- A. Sections 18.111 through 18.121, Broward County Code of Ordinances, established the Broward County Pay Telephone Commissions Trust Fund (the “Pay Telephone Trust Fund”) to provide funding for certain priorities including the Boys and Girls Clubs of Broward County, Inc. The Pay Telephone Trust Fund contains revenues from fees assessed on calls made by inmates in County’s detention facilities.
- B. On August 17, 1993, the Parties entered into a five (5) year agreement that included four (4) five (5) year renewal terms, for use of a County facility as a youth recreational facility. This facility is referred to in this Agreement as Reitman Facility. BGC has since submitted to County an annual program description and budget outlining the amount of its operating expenses that include maintenance, repairs, and reserves for improvements for the Reitman Facility. County has appropriated funds to BGC annually for operating expenses from the Pay Telephone Trust Fund and other sources to the extent such funds are available.
- C. On October 12, 1993, the Parties also entered into a five (5) year agreement that included four (4) five (5) year renewal terms for use of another County facility as a youth recreational facility under terms and conditions similar to those of the Reitman Facility. This facility is referred to in this Agreement as the Carver Ranches Facility.
- D. The agreements pertaining to both the Reitman and Carver Ranches facilities are expiring and the Parties desire to continue their partnership and combine the two agreements into one agreement.
- E. The Parties acknowledge that the Agreement may require amending from time to time to accommodate changes related to the facilities.
- F. The Board of County Commissioners of Broward County, Florida, has found and declared that County’s funding of BGC and BGC’s use of County-owned facilities serve a County and public purpose.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

ARTICLE 1. DEFINITIONS

- 1.1 **Board** means the Board of County Commissioners of Broward County, Florida.
- 1.2 **Carver Ranches Facility** means the County-owned facility located at 2205 SW 44th Ave, West Park, Florida 33023.

- 1.3 **Club Members or Members** means Broward County youth who are members of the BGC.
- 1.4 **Contract Administrator** means the Broward County Administrator, the Director or Deputy Director of the Broward County Human Services Department, or the Director of Community Partnerships Division. The Parties may rely on the instructions or determinations made by the Contract Administrator in the administration of this Agreement; but, the Scope of Services may not be changed via such instructions and determinations except as otherwise stated in this Agreement.
- 1.5 **County Administrator** means the administrative head of County appointed by the Board.
- 1.6 **County Attorney** means the chief legal counsel for County appointed by the Board.
- 1.7 **Fiscal Year** means the twelve (12) month period that begins on October 1 of each year and ends on September 30 of the following year.
- 1.8 **Five-Year Capital Program** means all capital expenditures planned for the next five years. The program specifies both proposed projects and the resources estimated to be available to fund the projected expenditures for a five-year period. The program budget is adopted by the Board annually.
- 1.9 **HSSS** means the Human Services Software System. It includes the Client Services Management System or any other participant information collection and data exchange systems designated by County.
- 1.10 **Human Services** means County's Human Services Department.
- 1.11 **Program Services** means the services described in Article 3 and Exhibit D-1.
- 1.12 **Reitman Facility** means the County-owned facility located at 3025 West Broward Boulevard, Fort Lauderdale, Florida 33312.
- 1.13 **Repository** means the Human Services Repository, under the Office of Evaluation and Planning, located at 115 South Andrews Avenue, Suite 318, Fort Lauderdale, Florida 33301.

ARTICLE 2. TERM AND TIME OF PERFORMANCE

- 2.1 This Agreement begins on August 17, 2018, and ends on September 30, 2023 ("Initial Term"). The Contract Administrator may renew this Agreement for up to two (2) additional five (5) year periods ("Option Periods"). The Contract Administrator must notify BGC of Option Period renewal, in writing, no less than one hundred eighty (180) calendar days prior to the expiration of the then existing term of the Agreement. Unless BGC objects to the renewal within thirty (30) calendar days after it receives the notice to renew, the Agreement will be deemed renewed. However, this Agreement may be terminated in accordance with the provisions contained in the "Termination" section below.
- 2.2 The existing Agreement for the Carver Ranches Facility is in its final renewal term with an expiration date of October 11, 2018. The Parties desire to enter into one (1) agreement for both the Reitman and Carver Ranches facilities and hereby acknowledge that the existing agreement between the Parties for the Carver Ranches Facility will terminate automatically on September 30, 2018, to align this Agreement with County's Fiscal Year. Notwithstanding Section 2.1 above, this Agreement will be effective on October 1, 2018, as it pertains to the Carver Ranches Facility. All other terms and conditions remain as stated in this Agreement.

- 2.3 The continuation of this Agreement beyond the end of any County Fiscal Year is subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes.

ARTICLE 3. SCOPE OF SERVICES

- 3.1 BGC will provide the Program Services and meet the Outcomes stated in this Agreement including without limitation Exhibits D-1 and D-2. The Scope of Services is a description of BGC's obligations and responsibilities and includes preliminary considerations, prerequisites, and all labor, materials, equipment, and tasks that are such an inseparable part of the work described that exclusion would render BGC's performance impractical, illogical, or unconscionable.
- 3.2 BGC must comply with the reporting and other requirements outlined in this Agreement.
- 3.3 Participation in HSSS. If the Contract Administrator requests that BGC participate in the HSSS, BGC must do so within the requested reasonable timeframe. In such event, BGC must comply with the HSSS requirements provided by the Contract Administrator prior to its participation.

ARTICLE 4. FUNDING, METHOD OF PAYMENT, AND REPORTS

- 4.1 Maximum Funding. County will pay BGC the maximum amounts listed below:

Carver Ranches Facility

Program Services.

For the period of October 1, 2018, through September 30, 2019, an amount not to exceed Eight Hundred Thirty-two Thousand Sixty-five Dollars (\$832,065) or the funding amount otherwise approved by the Board in the Fiscal Year 2019 adopted budget, which amount BGC will accept as the maximum compensation for that Fiscal Year.

Capital Expenses.

For the period of October 1, 2018, through September 30, 2019, an amount not to exceed Sixty-seven Thousand Dollars (\$67,000) or the funding amount otherwise approved by the Board in the Fiscal Year 2019 adopted program budget, which amount BGC will accept as the maximum compensation for that Fiscal Year.

Reitman Facility

Program Services.

For the period of August 17, 2018, through August 31, 2018, the Program Services invoice will be paid pursuant to the Fiscal Year 2018 adopted budget. For the period of September 1, 2018, through September 30, 2018, an amount not to exceed Forty-seven Thousand Six Hundred Eighty Dollars and 08/100 (\$47,680.08). For the period of October 1, 2018, through September 30, 2019, an amount not to exceed Five Hundred Ninety-eight Thousand One Hundred Seventy-five Dollars (\$598,175) or the funding amount otherwise approved by the Board in the Fiscal Year 2019 adopted budget, which amount BGC will accept as the maximum compensation for that Fiscal Year.

Capital Expenses. For the period of August 17, 2018, through September 30, 2018, an amount not to exceed Thirty-three Thousand Eight Hundred Five Dollars and 13/100 (\$33,805.13). For the period of October 1, 2018, through September 30, 2019, an amount not to exceed Ninety-five Thousand Dollars (\$95,000) or the funding amount otherwise approved by the Board in the Fiscal Year 2019 adopted program budget, which amount BGC will accept as the maximum compensation for that Fiscal Year.

4.2 For the remainder of the Initial Term and for each Fiscal Year during any Option Period, annual funding will be at the same amounts stated above in Section 4.1 unless otherwise specified by the Board in the adopted annual budget. The Board has final authority as to the availability of funds and how available funds will be allotted.

4.3 The maximum amounts provided in Section 4.1 do not constitute a limitation, of any sort, upon BGC's obligation to perform all items of work required by or which can be reasonably inferred under this Agreement. No amount will be paid to BGC to reimburse its expenses unless otherwise provided in this Agreement.

4.4 Method of Billing and Payment.

4.4.1 Program Services. BGC must submit to County by March 15 of each year an annual program description and budget that includes the dollar amount for the contracted services for the Carver Ranches and Reitman facilities. BGC will submit invoices monthly for one-twelfth (1/12) of the approved annual budget for each facility by the 5th day of each month. BGC must submit a copy of its general ledger for Program Services expenditures in the next monthly invoice after BGC has incurred the expenditures. At the end of each Fiscal Year, County will reconcile all general ledgers submitted by BGC against the total amount County paid BGC. The annual total expenses (based on the monthly total of each general ledger submitted) must equal the total amount County paid BGC. Upon request, BGC must reimburse County the difference if the total amount County paid BGC exceeds the total amount of expenses submitted for the Fiscal Year.

Capital Projects Requirements. BGC must submit to County invoices for capital improvements included in the approved annual budget monthly by the 15th day of the month with supporting documentation of all expenditures.

BGC must submit updates showing completed improvements and annual expenditures by October 15 of each Fiscal Year. BGC must also submit to County an update to the Five-Year Capital Program by March 15 of each Fiscal Year, or when requested by County. BGC must submit in writing to the Contract Administrator any request for changes in the approved budget.

4.4.2 County will remit payment to BGC at:

Boys and Girls Clubs of Broward County, Inc.
877 NW 61 Street
Fort Lauderdale, FL 33309

4.4.3 Within thirty (30) days of receipt of BGC's proper invoice, County will pay BGC as required under the "Broward County Prompt Payment Ordinance," Section 1-51.6, Broward County Code of Ordinances. To be proper, all invoices must comply with the

requirements stated in this Agreement and must be submitted on the then-current invoice form and pursuant to instructions prescribed by the Contract Administrator. Payment may be withheld for failure of BGC to comply with a term, condition, or requirement of this Agreement.

4.5 Annual funding pursuant to this Agreement is subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes.

4.6 General Reports. BGC must provide County with all reports required in this Agreement within the required time as noted on Exhibit D-1, Exhibit E, and as otherwise provided for in this Agreement.

Statistical Demographic Records: BGC must maintain information on overall Club Member demographics that includes the Club Member's age, gender, race, and ethnicity. BGC must also track Club Member's total household income, other benefits received, and types of Program Services received from BGC. BGC will report the demographic records on a form provided by the Contract Administrator.

Club Member Satisfaction Surveys: BGC must administer a satisfaction survey to each Club Member served under this Agreement at a minimum of one (1) time each Fiscal Year. BGC must report compiled results of the surveys with the annual October invoice. BGC must compile and report the results on BGC's survey form with the total range and number of responses received corresponding to each question asked. BGC must also submit an analysis of the survey results and an action plan to improve areas of service delivery for the remaining period of the current term and any subsequent renewal term, if warranted by the survey results. The analysis must also include the total number of surveys administered or mailed and total the number of surveys completed and returned.

BGC must maintain a Member satisfaction survey file containing all surveys completed or returned from Club Members receiving Program Services pursuant to this Agreement.

4.7 Outcome Report. On a quarterly basis, BGC must submit the outcomes completed as stated on Exhibits D-2 and E. BGC must also report any barriers experienced in outcome achievement. The report must also include any noteworthy activities that occurred during each Fiscal Year.

4.8 Policies and Procedures. BGC must have established and implemented policies and procedures that ensure compliance with the following security standards and any applicable state and federal law, statutes, or regulations for the protection of confidential Club Member records including without limitation the electronic exchange of confidential information. BGC must ensure through its policies and procedures that:

4.8.1 There is a controlled and secure area for storing and maintaining active and inactive Club Members' files including medical records, if applicable;

4.8.2 Club Members' records are not removed from BGC's premises and the Properties, unless otherwise required by law or as otherwise authorized by BGC's written policies and procedures subject to advance written approval by the Contract Administrator of such policies and procedures;

4.8.3 On-site access to Club Members' records is restricted to authorized personnel of BGC and authorized personnel of County;

- 4.8.4 Club Members' Records are not left unattended in areas accessible to unauthorized individuals;
- 4.8.5 Access to electronic data is controlled in terms of the user authorized to use the system, and data is limited to that which the authorized user is authorized to view or change;
- 4.8.6 Written consent or authorization, signed by the Club Member (or the Club Member's parent or guardian), is obtained for release of Club Member records or information unless otherwise required by law;
- 4.8.7 As applicable, requests by Parents/Guardians of Club Members to view a Member's personal files, including any medical records, are honored in a timely manner (not to exceed five (5) business days of the request). BGC must ensure that review of personal files occur in the presence of a BGC authorized staff person;
- 4.8.8 An orientation is provided to new staff persons, employees, and volunteers prior to commencing work or volunteering. Each of BGC's employees and volunteers must sign an acknowledgement of BGC's confidentiality policies and procedures showing his or her awareness and understanding of confidentiality laws, regulations, and policies; and
- 4.8.9 Procedures are developed and implemented that address Club Members' files and any medical record identification, filing methods, storage, retrieval, organization and maintenance, access and security, confidentiality, retention, release of information, copying, and faxing of documents.

ARTICLE 5. LEASE OF COUNTY-OWNED FACILITIES

5.1 Description of Properties. During the term of this Agreement, County leases to BGC:

- A. The Reitman Facility, as more particularly described in Exhibit G, which is attached and made a part of this Agreement; and
- B. The Carver Ranches Facility, as more particularly described in Exhibit H, which attached and made a part of this Agreement.

The Reitman Facility and the Carver Ranches Facility are collectively referred to as the "Properties," or each individually as a "Property."

5.2 Use of the Properties.

5.2.1 BGC must use the Properties as youth recreational facilities and must provide Program Services in accordance with the terms and conditions of this Agreement. The Properties must be available to all youth who are Members of BGC and reside in Broward County, Florida. BGC's current membership requirements for the Properties ("Membership Policy") are attached to this Agreement as Exhibit I. Prior to implementing any substantial change to the Membership Policy, BGC must submit the change to the Contract Administrator for his or her prior written approval, which approval will not be unreasonably withheld.

5.2.2 Third-Party Use of Properties. BGC may allow third parties to use or sublease space in the Properties with prior written approval of the County Administrator in his or her sole discretion. The third party may be required to sign a license or access agreement with County, which may be executed by the County Administrator on behalf of County. Use

of the Properties by third parties may occur only during those times when the Properties are closed to BGC's Members.

- 5.2.3 BGC further covenants that it will not (i) commit any waste, nuisance, or hazardous trade or occupation on, in, or upon the Properties; (ii) take any action, or keep anything in or about the Properties, that will increase the risk of any hazard, fire, or catastrophe; (iii) damage the Properties; or (iv) use or occupy or permit the Properties to be used or occupied in any manner that will violate any laws or regulations of any governmental authority.

5.3 Alterations and Improvements

- 5.3.1 BGC may make non-structural changes, alterations, or additions to the Properties ("Personalty") without seeking consent from County. Unless the Parties agree otherwise in writing, all Personalty, equipment, and furnishings will become the property of County at the termination of this Agreement if (i) they were purchased with County funds, or (ii) the Personalty, equipment, or furnishings are attached to the Properties. All other Personalty, equipment, and furnishings are owned by BGC and may be removed by BGC upon termination of this Agreement.
- 5.3.2 BGC may make structural alterations or additions to Properties ("Improvements") during any term of this Agreement with County's prior written consent, which will not be unreasonably withheld or delayed. Upon being added to or incorporated in the Properties, the Improvements will immediately be and remain the exclusive property of County unless the Parties agree otherwise in writing. All requests by BGC pursuant to this section must be in writing, contain pertinent plans and specifications, and identify the relevant funding source for the Improvements.
- 5.3.3 All Personalty and Improvements by BGC must (i) comply with all applicable laws; and (ii) not affect the integrity of the structural portions of the building ("Building").
- 5.3.4 Upon the expiration or earlier termination of this Agreement, BGC must, at its sole expense, remove its Personalty from the Properties, and repair all damage caused by the removal.

5.4 Maintenance and Repair.

- 5.4.1 BGC will at all times assume the entire responsibility for maintenance and repair of the Properties. BGC will relieve County from all responsibility for all repair and maintenance whatsoever on the Properties. BGC must ensure maintenance and repairs are completed in a manner and class to preserve the Properties in good order and condition, and ensure that any repair leaves the items or structures being repaired in a condition at least comparable to the original work (to the extent practicable).
- 5.4.2 BGC must keep all buildings and other Improvements in good, tenantable, useable condition throughout the term of this Agreement, and without limiting the generality of the Agreement, BGC will:
- (i) repair and maintain the Properties, including, but not limited to, all doors, windows, pavements, fencing, equipment, lighting fixtures, light bulb replacement, HVAC, furnishings, fixtures, roof, exterior walls, ramp seal coating, ramp markings, fans, exhausts, and all structural support systems; and

- (ii) keep the Properties, at all times, in a clean, safe, sanitary, and orderly condition and appearance, free and clear of trash and debris, including without limitation, upkeep and maintenance of all landscaping and upkeep and maintenance of all of BGC's fixtures, equipment and Personality located in any part of the Properties open to, or visible by, the general public; and
- (iii) provide and maintain in good working order all fire protection, safety equipment, and all other equipment of every kind and nature required by law; and
- (iv) repair any damage to paving or other surface of the Properties caused by operations of BGC and any others entering upon or using the Properties; and
- (v) take anti-erosion measures, including, but not limited to, planting and replanting of grasses with respect to all portions of the Properties not paved or built upon; and
- (vi) maintain and repair all utilities, including, but not limited to, service lines and conduits for the supply of water, gas, electrical power, telephone, telecommunications, sanitary sewers, and storm sewers that are now, or that may later be, located upon the Properties and that are used exclusively by BGC.

5.4.3 County has the right, in its sole discretion, to make emergency repairs to the Properties if BGC fails to make the repairs in a timely manner. County will invoice BGC for the repairs and BGC must reimburse County no later than thirty (30) days after receipt of the invoice for the repairs.

5.4.4 County acknowledges that BGC may need additional funds for unanticipated capital maintenance and repair including but not limited to damages related to equipment failures and acts of God. In the event such work is needed, BGC must promptly alert County and request reasonable funds for performing the work. County will review the request and, upon BGC's receipt from County of any requested funding, BGC will diligently pursue the completion of the work.

5.5 **Inspections.** Notwithstanding the "Audit Rights and Retention of Records" provision of this Agreement, County and its agents may enter the Properties, at all reasonable times and hours, to examine the Properties and determine if BGC is operating the Properties in accordance with the conditions of this Agreement. County may also enter the Properties during or immediately after emergency events (e.g., hurricanes and other natural or catastrophic disasters) to inspect the physical condition of the Properties.

5.6 **Liability of Damage or Injury.** BGC will be solely responsible and liable for any damage or injury that may be sustained by any person on the Properties because of the operation of the Properties by BGC or any other action of BGC.

5.7 **Surrender.** Subject to all applicable provisions of this Agreement, BGC must peaceably surrender and deliver the Properties upon the expiration or earlier termination of this Agreement.

5.8 **Taxes and Assessments.** If any taxes, assessments, or other charges are levied by any governmental entity against the Properties ("Taxes"), BGC must pay the Taxes directly to the applicable governmental entity.

- 5.9 **Damage and Destruction.** If a fire, casualty, or other cause beyond the reasonable control of the Parties damages all or part of either Property during any term (“Casualty”), either party will have the right to terminate this Agreement with respect to that Property.
- 5.10 **Quiet Possession.** BGC will and may peaceably and quietly have, hold, and enjoy the Properties during the terms of this Agreement, if BGC performs all the covenants and conditions that it is required to perform under this Agreement; and County warrants that it has full right and sufficient title to lease the Properties to BGC for the terms of this Agreement.
- 5.11 **Building Name and Signage.** BGC may change the name of the Buildings on the Properties subject to County’s prior written approval, which will not be unreasonably withheld. BGC may erect signage on the Buildings or Properties to identify the facility with BGC as may be deemed appropriate by BGC, subject to applicable laws. Any existing or future signage installed by BGC must include a recognition of County’s involvement and support of the Properties.
- 5.12 **Condemnation.** If, at any time during the term of this Agreement, the power of eminent domain is exercised or threatened whether by condemnation proceeding or threat or imminence of a condemnation proceeding (a “Taking”) of the entirety of the Properties or of substantially all of the Properties so as to render the Properties untenable occurs, the Taking will have caused this Agreement to terminate and expire as of the date of the Taking. For purposes of this Agreement, the date of Taking will be the earlier of the date upon which actual possession of the Properties or a portion of it, as the case may be, is acquired by any lawful power or authority, or the date in which title vests in the lawful power or authority. BGC will in all respects keep, observe, and perform all the terms and conditions of this Agreement up to the date of the Taking.
- County will promptly notify BGC of any eminent domain proceeding, and BGC, at its sole cost and expense, will be entitled to join the proceeding and to defend BGC’s interest in the Properties affected by the proceeding.
- Termination of this Agreement by County will not be a Taking under any eminent domain or other law so as to entitle BGC to compensation for any interest suffered or lost as a result of termination of this Agreement, including any residual interest in the Agreement, or any other facts or circumstances arising out of, or in connection with, this Agreement.
- 5.13 **Radon Gas.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risk to persons who are exposed to it over time. Levels of radon that exceed Federal and State Guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the Broward County Public Health Unit.

ARTICLE 6. TERMINATION

- 6.1 This Agreement may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within thirty (30) calendar days after receipt of written notice from the aggrieved party identifying the breach. This Agreement may also be terminated for convenience by either Party. Termination for convenience by the Board, the County Administrator, or BGC will be effective on the termination date stated in written notice provided, which termination date must not be less than ninety (90) days after the date of the written notice. This Agreement may also be terminated by the County Administrator upon such

- notice as the County Administrator deems appropriate under the circumstances in the event the County Administrator determines that termination is necessary to protect the public health, safety, or welfare. If County erroneously, improperly, or unjustifiably terminates for cause, the termination will be a termination for convenience, which will be effective ninety (90) days after the notice of termination for cause is provided.
- 6.2 This Agreement may be terminated for cause by County for reasons including, but not limited to, any of the following:
- 6.2.1 BGC's failure to suitably perform the Program Services, failure to continuously perform the Program Services in a manner calculated to meet or accomplish the objectives in this Agreement, or repeated submission (whether negligent or intentional) for payment of false or incorrect bills or invoices;
- 6.2.2 If BGC is a "scrutinized company" pursuant to Section 215.473, Florida Statutes, if BGC is placed on a "discriminatory vendor list" pursuant to Section 287.134, Florida Statutes, or if BGC provides a false certification submitted pursuant to Section 287.135, Florida Statutes; or
- 6.2.3 If BGC closes its business operations or otherwise ceases to exist.
- 6.3 Notice of termination will be provided in accordance with the "Notices" section of this Agreement except that notice of termination by the County Administrator to protect the public health, safety, or welfare may be oral notice that will be promptly confirmed in writing.
- 6.4 If County terminates this Agreement for convenience, County will pay BGC for any Program Services properly performed under this Agreement through the termination date specified in the written notice of termination, subject to any right of County to retain any sums otherwise due and payable. BGC acknowledges that it has received good, valuable, and sufficient consideration from County, the receipt and adequacy of which are acknowledged by BGC, for County's right to terminate this Agreement for convenience.
- 6.5 If County terminates this Agreement for any reason or upon its expiration, whichever is earlier, County may withhold any amounts due BGC until all documents required under this Agreement are provided to County, if requested by the Contract Administrator.
- 6.6 If there are subsequent changes in County's ability to assist in funding BGC Program Services, the Board or the County Administrator may terminate this Agreement with written notice from Contract Administrator effective ninety (90) days after written notice.
- 6.7 In addition to any right of termination stated in this Agreement, either party is entitled to seek any and all available remedies, whether stated in this Agreement or otherwise available at law or in equity.
- 6.8 This Agreement may also be terminated in accordance with the "Damage and Destruction" section of Article 5.
- 6.9 Transition Plan. Prior to termination of this Agreement in its normal course, or upon earlier termination for any reason whatsoever, the Parties will cooperate fully with each other, and with any third party designated by County (or its Contract Administrator), to develop a Transition Plan to provide for the transition of the Program Services provided in this Agreement, as applicable. The Transition Plan must at a minimum, provide for the orderly and reasonable

transfer of Program Services in a manner that causes minimal disruption to the continuity of Program Services, as applicable.

ARTICLE 7. SUBCONTRACTING

- 7.1 **Subcontracting of Program Services Prohibited:** The provisions in this article are subject to the provisions in the "Assignment" section of this Agreement. BGC may not subcontract any portion of the Program Services provided in this Agreement. Program Services are limited to the services that directly implement the core services described in Exhibit D-1, and specifically excludes ancillary products and services that support but do not directly implement the Program Services, including, without limitation, facilities services, transportation, food services, administrative services, professional services, and information technology services.

If BGC engages via formal agreement or any other mechanism, a third party including but not limited to individuals, partnerships, corporations, or any other type of entity, to perform the Program Services in whole or in part, required by this Agreement, such Program Services provided by third parties, other than BGC's own employees, officers, and volunteers, will be deemed subcontracted.

- 7.2 **Subcontracting Pursuant to Article 5:** BGC may not enter into an Employee Leasing Agreement without the prior written approval of the Contract Administrator. The Contract Administrator's written approval referenced in this section is limited to authorization to enter a sub-contractual relationship with a third party and is not an approval of any subcontracting documents between BGC and its subcontractors. The delivery of services through subcontractors will not in any way relieve BGC of full responsibility for all requirements, provisions, and terms of this Agreement.

7.2.1 Performance of the services will be subject to supervision by BGC or its subcontractors. Employee compensation, personnel policies, tax responsibilities, social security and health insurance, employee benefits, travel, per diem policies, and other similar administrative procedures applicable to services rendered under Article 5 of this Agreement are responsibilities of BGC and its subcontractors.

7.2.2 BGC must, by written contract, require all subcontractors to conform to the requirements of this Agreement and all applicable federal and state laws, rules, regulations, guidelines, and standards. BGC must likewise require its subcontractors to agree to the requirements and obligations of this section.

7.2.3 BGC must pay its subcontractors and any suppliers of materials for the provision of Article 5 services prior to submitting an invoice requesting payment from County for the subcontracted work or supplies unless BGC documents any dispute on Exhibit C, Certification of Payments to Subcontractors and Suppliers, and submits the exhibit to County, accompanied by a copy of the notification sent to each subcontractor or supplier listed in item 2 of the form, explaining the good cause why payment has not been made.

7.2.4 BGC acknowledges that nonpayment of a subcontractor or supplier as required in this Agreement is a material breach of this Agreement and that County may, at its option and in accordance with this section, suspend payments until BGC demonstrates timely payment of sums due to the subcontractors or suppliers. BGC acknowledges that the presence of a "pay when paid" provision in a subcontract will not preclude County's

inquiry into allegations of nonpayment. The foregoing remedies will not be employed when BGC demonstrates that failure to pay results from a bona fide dispute with its subcontractor or supplier; but County will not pay BGC for any amounts that have not yet been paid by BGC to its subcontractors or suppliers.

- 7.2.5 BGC must reimburse County for all funds not used in compliance with this Agreement by BGC and its subcontractors. BGC must reimburse County full amount within the time stated in County's written notice outlining the payment amount and the non-compliant section.

ARTICLE 8. FINANCIAL STATEMENTS AND MANAGEMENT LETTERS

- 8.1 Financial Statements. For the Fiscal Year County funds are received and for each subsequent Fiscal Year until such time as all of County funds are expended and any management letters generated, BGC must provide to the Repository and to the Contract Administrator its annual financial statements prepared by an independent certified public accountant in accordance with generally accepted accounting principles.

These annual financial statement must account for all monies that BGC received from County by explicit, discrete disclosures accompanied with notes to the financial statements.

Within one hundred twenty (120) days after the close of each of BGC's fiscal years in which BGC accounts for funds under this Agreement, BGC must submit these annual financial statements simultaneously to the Repository and to the Contract Administrator.

BGC's late submission of the financial statements or absence of discrete disclosure entitles County to suspend payments until the financial statements are received pursuant to the terms of this Agreement.

BGC acknowledges that submission of its audited financial statements to any other Broward County office, agency, or division does not comply with the requirement to submit the audited financial statements to the Repository and to the Contract Administrator.

- 8.2 Management Letters. BGC must provide simultaneously to the Repository and to the Contract Administrator all management letters arising from its audited financial statements within one hundred twenty (120) days after the end of BGC's fiscal year.

Within thirty (30) days of developing the schedule of corrections, BGC must provide to the Repository and to the Contract Administrator the schedule of correction developed in response to these management letters.

Within ninety (90) days after the close of each of BGC's fiscal years in which BGC receives for funds under this Agreement, BGC must provide to the Repository and to the Contract Administrator any compliance audits required by law.

ARTICLE 9. EQUAL EMPLOYMENT OPPORTUNITY

No Party to this Agreement may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement. BGC must include the foregoing or similar language in its contracts with any subcontractors or subconsultants, except that any project assisted by the U.S.

Department of Transportation funds must comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26.

ARTICLE 10. INDEMNIFICATION

BGC must at all times hereafter indemnify, hold harmless, and defend County and all of County's officers, agents, servants, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorneys' fees, court costs, and expenses (collectively, a "Claim"), raised or asserted by any person or entity not a party to this Agreement, which Claim is caused or alleged to be caused, in whole or in part, by any intentional, reckless or negligent act or omission of BGC, its officers, employees, agents, or servants, arising from, relating to, or in connection with this Agreement. If any Claim is brought against an Indemnified Party, BGC must, upon written notice from County, defend each Indemnified Party against each such Claim by counsel satisfactory to County or, at County's option, pay for an attorney selected by County Attorney to defend the Indemnified Party. The obligations of this section survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the Contract Administrator and the County Attorney, County may retain any sums due BGC under this Agreement until all of County's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved. County will not pay interest on any amount it withholds under this agreement.

ARTICLE 11. DESIGNATED REPRESENTATIVES AND EMPOWERMENT

- 11.1 County's representative is the Contract Administrator as identified in section 1.4. The title of BGC's representative responsible for the administration of the program under this Agreement is President or Chief Executive Officer (CEO).
- 11.2 BGC's empowered signators of invoices under this Agreement for BGC are those individuals referenced in Exhibit B-1, "Authorized Invoice Signators." BGC must communicate, as directed in the "Notices" section of this Agreement, changes in the empowered signators on Exhibit B-1.
- 11.3 The empowered signator of this Agreement for BGC is identified in Exhibit B-2, "Certification of Empowerment." Changes in the empowered signator on Exhibit B-2 must be communicated to County as directed in Article 4 and in the "Notices" section of this Agreement.

ARTICLE 12. INSURANCE

- 12.1 For the duration of the Agreement, BGC must, at its sole expense, maintain the minimum insurance coverages stated in Exhibit F in accordance with the terms and conditions of this article. BGC must maintain insurance coverage against claims relating to any act or omission by BGC, its agents, representatives, employees, or subcontractors in connection with this Agreement. County reserves the right at any time to review and adjust the limits and types of coverage required under this article.
- 12.2 BGC must ensure that "Broward County, 115 S. Andrews Avenue, Fort Lauderdale, Florida 33301" is listed as an additional insured on all policies required under this article.
- 12.3 On or before the effective date of the Agreement or at least fifteen (15) days prior to commencement of Program Services, whichever is later, BGC must provide County with a copy of all Certificates of Insurance or other documentation sufficient to demonstrate the insurance

- coverage required in this article. If and to the extent requested by County, BGC must provide complete, certified copies of all required insurance policies and all required endorsements within thirty (30) days after County's request.
- 12.4 BGC must ensure that all insurance coverages required by this article remain in full force and effect for the duration of this Agreement and until all performance required by BGC has been completed, as determined by Contract Administrator. BGC must provide notice to County of any cancellation or modification of any required policy at least thirty (30) days prior to the effective date of cancellation or modification, and at least ten (10) days prior to the effective date of any cancellation due to nonpayment, and must concurrently provide County with a copy of its updated Certificates of Insurance evidencing continuation of the required coverages. BGC must ensure that there is no lapse of coverage at any time during the time period for which coverage is required by this article.
- 12.5 BGC must ensure that all required insurance policies are issued by insurers: (1) assigned an A. M. Best rating of at least "A-" with a Financial Size Category of at least Class VII; (2) authorized to transact insurance in the State of Florida; or (3) a qualified eligible surplus lines insurer pursuant to Section 626.917 or 626.918, Florida Statutes, with approval by County's Risk Management Division.
- 12.6 If BGC maintains broader coverage or higher limits than the minimum insurance requirements stated in Exhibit F, County will be entitled to any such broader coverage and higher limits maintained by BGC. All required insurance coverages under this article must provide primary coverage and must not require contribution from any BGC insurance, self-insurance, or otherwise, which must be in excess of and must not contribute to the insurance required and provided by BGC.
- 12.7 BGC must declare in writing any self-insured retentions or deductibles over the limits prescribed in Exhibit F and submit to County's Risk Management Division for approval at least fifteen (15) days prior to the effective date or commencement of Program Services, whichever is later. BGC will be solely responsible for and must pay any deductible or self-insured retention applicable to any claim against County. County may, at any time, require BGC to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. BGC agrees that any deductible or self-insured retention may be satisfied by either the named insured or County, if so elected by County, and BGC agrees to obtain same in endorsements to the required policies.
- 12.8 Unless prohibited by the applicable policy, BGC waives any right to subrogation that any of BGC's insurers may acquire against County, and agrees to obtain same in an endorsement of BGC's insurance policies.
- 12.9 BGC must require that each subcontractor maintains insurance coverage that adequately covers the services provided by that subcontractor. BGC must also ensure that all such subcontractors list "Broward County" as an additional insured under the applicable insurance policies.
- 12.10 If BGC or any subcontractor fails to maintain the insurance required by this Agreement, County may pay any costs of premiums necessary to maintain the required coverage and deduct the costs from any payment otherwise due to BGC. BGC may not permit any subcontractor to provide services under this Agreement unless and until the requirements of this section are

satisfied. If requested by County, BGC must provide, within one (1) business day, evidence of each subcontractor's compliance with this section.

- 12.11 If any of the policies required under this article provide claims-made coverage: (1) any retroactive date must be prior to the effective date of this Agreement; (2) the required coverage must be maintained after termination or expiration of the Agreement for at least the duration stated in Exhibit F, and (3) if coverage is canceled or non-renewed and is not replaced with another claims-made policy form with a retroactive date prior to the effective date of this Agreement, BGC must obtain and maintain "extended reporting" coverage that applies after termination or expiration of the Agreement for at least the duration stated in Exhibit F.

ARTICLE 13. REPRESENTATIONS AND ACKNOWLEDGMENTS

- 13.1 BGC represents and certifies to County that, upon its execution of this Agreement and continuing throughout the term of the Agreement, as may be renewed, the following representations are and will remain true and correct. If any of the following representations becomes false, BGC must immediately provide written notice to the Contract Administrator:
- A. No irregularities in BGC's management or employees have a material effect on BGC's operations or financial stability.
 - B. BGC has committed no violations or possible violations of laws or regulations, the effects of which should be considered by County prior to entering into this Agreement.
 - C. BGC has in its records and disclosed to County all material information pertaining to the financial position of BGC.
 - D. BGC has properly documented and disclosed to County all related party transactions, as defined by generally accepted accounting principles, and related amounts receivable or payable pertaining to BGC's financial position.
 - E. BGC maintains appropriate active licenses, which are all in good standing and have not been revoked or suspended, if BGC is operating a facility or providing a service that requires any type of licensure, including but not limited to licensure under federal, state, county, or other local laws.
 - F. When applicable, BGC will ensure compliance with any provisions of Florida Statutes and all federal and local regulations whenever background screening for employment or a background security check is required by law for employment. BGC must maintain these screening requirements and records of same for volunteers and employees based on the population served.
 - G. E-Verify: As applicable, if BGC is a recipient, directly or indirectly, of State of Florida funds under this Agreement, BGC must enroll and participate in the E-Verify program, in accordance with the terms and conditions governing the use of the program by:
 - 1. Verifying the employment eligibility of all persons that BGC employ during the Agreement term to perform the work under this Agreement.
 - 2. Enrolling in the E-Verify program within thirty (30) days of the effective date of this Agreement by obtaining a copy of the "Edit Company Profile" page and making the record available to Broward County within seven (7) days of request from County.

3. Requiring all persons, including subcontractors, assigned by BGC to perform work under this Agreement to enroll and participate in the E-Verify program within ninety (90) days after the effective date of this Agreement or within ninety (90) days after the effective date of the Agreement between BGC and the subcontractor, whichever is later. BGC must obtain from the subcontractor a copy of the printout of the "Edit Company Profile" screen indicating enrollment in the E-Verify program and make the printout screen available to County within seven (7) calendar days from County's request.
4. Displaying the notices supplied by the U.S. Department of Homeland Security ("DHS") in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.
5. Initiating E-Verify verification procedures for new employees within three (3) business days after the actual work start date of each new hire and thereafter responding appropriately to any additional requests from DHS or Social Security Administration.
6. Maintaining records of its participation and compliance with the provisions of the E-Verify program and making the records available to County within seven (7) days of County's request.

BGC represents that it has established and implemented policies and procedures that ensure compliance with the security standards specified in this Agreement and all applicable state and federal laws and regulations relating to the protection of confidential Club Members records and electronic exchange of confidential information.

13.2 BGC acknowledges that:

- A. Verification of liability protection, and the Authorized Invoice Signators as shown in Exhibit B-1, must accompany this Agreement upon execution of this Agreement by BGC.
- B. Information, guidance, and technical assistance offered by the Contract Administrator, or any other County staff, whether written or oral, in no way constitutes a guarantee of execution of this Agreement by County and must not be relied upon as a basis for doing business, delivering service, expending financial resources, or expectation of receipt of payment.
- C. All representations and information provided by BGC to County in competing for and developing this Agreement are true and correct, and BGC has not made any material omissions.

ARTICLE 14. MISCELLANEOUS

14.1 Public Records. County is a public agency subject to Chapter 119, Florida Statutes. To the extent BGC is acting on behalf of County as stated in Section 119.0701, Florida Statutes, BGC must:

- 14.1.1 Keep and maintain public records required by County to perform the Program Services and other tasks under this Agreement;
- 14.1.2 Upon request from County, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that

does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

- 14.1.3 Ensure that public records that are (i) exempt or (ii) confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion or termination of this Agreement if the records are not transferred to County; and
- 14.1.4 Upon completion or termination of this Agreement, transfer to County, at no cost, all public records in possession of BGC or keep and maintain public records required by County to perform the Program Services or other tasks. If BGC transfers the records to County, BGC must destroy any duplicate public records that are (i) exempt or (ii) confidential and exempt. If BGC keeps and maintains the public records, BGC must meet all applicable requirements for retaining public records. All records stored electronically must be provided to County upon request in a format that is compatible with the information technology systems of County.

A request for public records regarding this Agreement must be made directly to County, which will respond to any public records requests. BGC will provide any requested records to County to enable County to respond to the public records request.

Any material submitted to County that BGC contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) ("Trade Secret Materials") must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCT – TRADE SECRET." In addition, BGC must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Section 812.081, Florida Statutes, and stating the factual basis for same. If a third party submits a request to County for records designated by BGC as Trade Secret Materials, County will refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by BGC. BGC must indemnify and defend County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the nondisclosure of any Trade Secret Materials in response to a records request by a third party.

IF BGC HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO BGC'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT COMMUNITY PARTNERSHIPS DIVISION AT 954-357 5774, PPRUDENT@BROWARD.ORG, GRANTS CONTRACT ADMINISTRATOR, HUMAN SERVICES DEPARTMENT, 115 S. ANDREWS AVE., SUITE 303, FORT LAUDERDALE, FLORIDA 33301.

- 14.2 Audit Rights and Retention of Records. County has the right to audit the books, records, and accounts of BGC and its subcontractors that are related to this Agreement. BGC and its subcontractors must keep the books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement and performance under this

Agreement. All such books, records, and accounts must be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, BGC or its subcontractor must make same available in written form at no cost to County.

BGC and its subcontractors must preserve and make available, at reasonable times within Broward County, Florida, for examination and audit, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for at least three (3) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. Any audit or inspection pursuant to this section may be performed by any County representative (including any outside representative engaged by County). BGC grants County the right to conduct the audit or review at BGC's place of business, if deemed appropriate by County, with seventy-two (72) hours' advance notice.

Any incomplete or incorrect entry in the books, records, and accounts will be a basis for County's disallowance and recovery of any payment upon the entry. If an audit or inspection in accordance with this section discloses overpricing or overcharges to County of any nature by BGC in excess of five percent (5%) of the total contract billings reviewed by County, the reasonable actual cost of County's audit must be reimbursed to County by BGC in addition to making adjustments for the overcharges. Any adjustments or payments due as a result of the audit or inspection must be made within thirty (30) days after presentation of County's findings to BGC.

BGC must ensure that the requirements of this section are included in all agreements with its subcontractor(s).

- 14.3 **Independent Contractor.** BGC is an independent contractor under this Agreement, and nothing in this Agreement constitutes or creates a partnership, joint venture, or any other relationship between the Parties. In providing Program Services under this Agreement, neither BGC nor its agents will act as officers, employees, or agents of County. BGC will not have the right to bind County to any obligation not expressly undertaken by County under this Agreement.
- 14.4 **Regulatory Capacity.** Notwithstanding the fact that County is a political subdivision with certain regulatory authority, County's performance under this Agreement is as a party to this Agreement. In the event County exercises its regulatory authority, the exercise of such authority and the enforcement of any rules, regulation, laws, and ordinances will have occurred pursuant to County's regulatory authority as a governmental body separate and apart from this Agreement, and will not be attributable in any manner to County as a party to this Agreement.
- 14.5 **Third-Party Beneficiaries.** Neither BGC nor County intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party is entitled to assert a right or claim against either of them based upon this Agreement.
- 14.6 **Notices.** For a notice to a party to be effective under this Agreement, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The addresses for notice must remain as set forth in this section unless and until changed by providing notice of the change in accordance with the provisions of this section.

For County:

Director, Community Partnerships Division
115 South Andrews Ave., Room 360
Fort Lauderdale, FL 33301

With copy to

Director, Real Property Section
Broward County, Facilities Management Division
115 South Andrews Ave., Room 501
Fort Lauderdale, FL 33301

For BGC:

President/CEO, Boys & Girls Clubs of Broward County, Inc.
877 NW 61 Street
Fort Lauderdale, FL 33309
Phone: 954-537-1010

14.7 - 14.8 Reserved.

14.9 **Assignment.** Except for subcontracting permitted in Article 7, neither this Agreement nor any right or interest in it may be assigned, transferred, subcontracted, subleased, or encumbered by BGC without the prior written consent of County. County has the right to immediately terminate this Agreement if BGC violates this provision.

14.10 **Conflicts.** Neither BGC nor its employees may have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with BGC's loyal and conscientious exercise of judgment and care related to its performance under this Agreement. During the terms of this Agreement, none of BGC's officers or employees may serve as an expert witness against County in any legal or administrative proceeding in which he, she, or BGC is not a party, unless compelled by court process. Further, such persons must not give sworn testimony or issue a report or writing as an expression of his or her expert opinion that is adverse or prejudicial to the interests of County in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section do not preclude BGC or any persons in any way from representing themselves, including giving expert testimony in support of such representation, in any action or in any administrative or legal proceeding. If BGC is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, BGC must require its subcontractors, by written contract, to comply with the provisions of this section to the same extent as BGC.

14.11 **Equal Employment Opportunity.** No party to this Agreement may discriminate based race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement. BGC must include the foregoing or similar language in its contracts with any subcontractors, except that any project assisted by the U.S. Department of Transportation funds must comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26.

- 14.12 Breach of Representations. In entering into this Agreement, BGC acknowledges that County is materially relying on the representations and warranties of BGC stated in this article. County is entitled to recover any damages it incurs to the extent any representation or warranty is untrue. In addition, if any representation or warranty is false, County has the right, at its sole discretion, to terminate this Agreement without any further liability to BGC, to deduct from the compensation due BGC under this Agreement the full amount of any value paid in violation of a representation or warranty, or to recover all sums paid to BGC under this Agreement. Furthermore, a false representation may result in debarment from County's competitive procurement activities.
- 14.13 Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term of this Agreement. County's failure to enforce any provision of this Agreement is not a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement is not a waiver of any subsequent breach and will not be construed to be a modification of the terms of this Agreement. Any waiver must be in writing signed by an authorized signatory of the Party.
- 14.14 Compliance with Laws. Each party and its subcontractors must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing or complying with its duties, responsibilities, obligations, and covenants pursuant to this Agreement, including, without limitation, American with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations.
- 14.15 Severability. If any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part will be deemed severed from this Agreement and the balance of this Agreement remains in full force and effect.
- 14.16 Joint Preparation. This Agreement has been jointly prepared by the Parties, and must not be construed more strictly against either Party.
- 14.17 Interpretation. The titles and headings contained in this Agreement are for reference purposes only and will not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement must include the other gender, and the singular must include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all of the subsections of such section, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to "days" means calendar days, unless otherwise expressly stated.
- 14.18 Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision of Articles 1 through 14 of this Agreement, the provisions contained in Articles 1 through 14 must prevail and be given effect.

- 14.19 Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement will be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement is in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit must be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, BGC AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL WILL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS WILL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**
- 14.20 Amendments. No modification, amendment, or alteration in the terms or conditions contained in this Agreement is effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by duly authorized representatives of County and BGC. BGC acknowledges that County, through its County Administrator, may also amend the Agreement as warranted by the changing facility related needs or needs of the Club Members, as determined in County's sole discretion.
- 14.21 Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.
- 14.22 Payable Interest.
- 14.22.1 Payment of Interest. County must not be liable to pay any interest to BGC for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof, BGC waives, rejects, disclaims, and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement. This subsection must not apply to any claim for interest, including for post-judgment interest, if the application would be contrary to applicable law.
- 14.22.2 Rate of Interest. If the preceding subsection is inapplicable or is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by County under this Agreement, whether as prejudgment interest or for any other purpose, must be, to the full extent permissible under applicable law, one quarter of one percent (0.25%) simple interest (uncompounded).
- 14.23 Incorporation by Reference. The attached exhibits are incorporated into and made a part of this Agreement.
- 14.24 Representation of Authority. BGC represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of BGC, and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that BGC has with any

third party or violates any law, rule, regulation, or duty arising in law or equity applicable to BGC. BGC further represents and warrants that execution of this Agreement is within BGC's legal powers, and each individual executing this Agreement on behalf of BGC is duly authorized by all necessary and appropriate action to do so on behalf of BGC and does so with full legal authority.

- 14.25 Public Entity Crime Act. BGC represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. BGC further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether BGC has been placed on the convicted vendor list.
- 14.26 Discriminatory Vendor and Scrutinized Companies Lists. BGC represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes. BGC further represents that it is not ineligible to contract with County on any of the grounds stated in Section 287.135, Florida Statutes.
- 14.27 Warranty of Performance. BGC represents and warrants that it possesses the knowledge, skill, experience, and financial capability required to perform and provide all required services and tasks under this Agreement, and that each person and entity that will provide the services and tasks under this Agreement is duly qualified to perform the services and tasks by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the areas for which the person or entity will render services. BGC represents and warrants that the services and tasks under this Agreement will be performed in a skillful and respectful manner, and that the quality of all the services will equal or exceed prevailing industry standards for the provision of the services
- 14.28 Publicity. BGC acknowledges that all advertisements, press releases, or any other type of publicity or promotional activities ("Promotional Materials") undertaken by BGC concerning the Program Services funded by this Agreement will include the following statement: "The services provided by Boys & Girls Clubs of Broward County, Inc. is a collaborative effort between Broward County and Boys & Girls Clubs of Broward County, Inc., with funding provided by the Board of County Commissioners of Broward County, Florida under an Agreement."

BGC must use the name "Broward County" and the official Broward County logo in all Promotional Materials of BGC related to the Program Services funded by this Agreement. Requests for the official electronic version of the Broward logo must be made to the Broward County Public Communications Office, 115 S. Andrews Avenue, Fort Lauderdale, Florida 33301, or publicinfo@broward.org.

- 14.29 Emergency Conditions. Emergency Conditions are defined as any natural, technological, or terrorism related disaster or emergency that commences upon a State of Emergency being declared by federal, state, or local government. Individuals who have been displaced or affected by the Emergency Condition are referred to as "Disaster Evacuees."

In the event of an Emergency Condition, the County Administrator has the authority during and after Emergency Conditions, in his or her sole discretion, to (a) make adjustments to the maximum funding, including increases, under this Agreement; (b) make adjustments to the

maximum funding allocated to any particular service category funded under this Agreement; (c) modify, add, or delete Program Services under the Scope of Services or Outcomes as stated on Exhibits D-1 and D-2; (d) modify payment schedules throughout any term of this Agreement; (e) exercise an Option Period, and (f) extend the term of Agreement.

- 14.30 Truth-In-Negotiation Representation. BGC's compensation under this Agreement is based upon its representations to County, and BGC certifies that the wage rates, factual unit costs, and other information supplied to substantiate BGC's compensation, including without limitation in the negotiation of this Agreement, are accurate, complete, and current as of the date BGC executes this Agreement. BGC's compensation will be reduced to exclude any significant sums by which the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.
- 14.31 Drug-Free Workplace. To the extent required under Section 21.31(a)(2), Broward County Administrative Code, or Section 287.087, Florida Statutes, BGC certifies that it has a drug-free workplace program that it will maintain a drug-free workplace program for the duration of this Agreement.
- 14.32 Renegotiation. The Parties agree to renegotiate this Agreement if revisions of any applicable law, regulation, or increase or decrease in allocations make changes in this Agreement necessary.
- 14.33 Use of County Logo. Except when required by the terms of this Agreement, BGC must not use County's name, logo, or otherwise refer to this Agreement in any marketing or publicity materials without the prior written consent of County.
- 14.34 Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which is an original, but all of which, taken together, constitutes one and the same agreement.

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IN WITNESS WHEREOF, the Parties hereto have made and executed this Service and Lease Agreement for use of County facilities as recreational facilities, Agreement Number 18-CP-CSA-BGC-01: Broward County through its Board Of County Commissioners, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the ____ day of _____, 2018, and Boys & Girls Clubs Of Broward County, Inc., signing by and through its _____ duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

By: _____
Mayor
____ day of _____ 2018

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By: K. Gordon 8/28/18
Karen S. Gordon (Date)
Assistant County Attorney

KSG:dp
Boys & Girls Clubs.2018.a01
#60065
7/27/18; 8/27/18

SERVICE AND LEASE AGREEMENT BETWEEN BROWARD COUNTY AND BOYS & GIRLS CLUBS OF BROWARD COUNTY, INC., FOR USE OF COUNTY FACILITIES AS RECREATIONAL FACILITIES, AGREEMENT NUMBER 18-CP-CSA-BGC-01

BGC

Boys & Girls Clubs of Broward County, Inc.

WITNESS #1:
Michelle R White
Signature
Michelle R White
Print/Type Name

By: Brian Quail
(Authorized Signature)
BRIAN QUAIL PRESIDENT/CEO
(Print Name and Title of Authorized Signator)

WITNESS #2:
Michele Clarke
Signature
Michele Clarke
Print/Type Name

28 day of August, 2018



(seal or notary)

Alexandra Ramirez

EXHIBIT A

EXHIBIT A
INTENTIONALLY
LEFT
OUT

EXHIBIT B-1
AUTHORIZED INVOICE SIGNATORS

Agreement #: 18-CP-CSA-BGC-01

The following individuals are authorized to sign monthly invoices and certification statements on behalf of BGC Service of Broward County, Inc. ("BGC") as required by this Agreement between County and BGC:

Brian Quail President/CEO and
(Name and Title Typewritten)

MATT ORGAN Executive Vice President
(Name and Title Typewritten)

This authorization is conferred upon the individuals listed above pursuant to *(enter the authorizing body, legislation, regulation, code, or equivalent, including the date of such authorization, and provide (but not attach) a copy of supporting documentation, such as Board of Directors' meeting minutes, the authorizing statute, etc.):*

Appearing below are samples of the authorized signatures.

Brian Quail 8/27/2018 Matt Organ 8/28/2018
(Authorized Signature) (Date) (Authorized Signature) (Date)

(Authorized Signature) (Date) (Authorized Signature) (Date)

Witness Signature:

Signature Michelle R White
Name Michelle R. White
(Print or Type)
Date 8/28/18

Witness Signature

Signature Michelle Clarke
Name Michelle Clarke
(Print or Type)
Date 8/28/18

EXHIBIT B-2

CERTIFICATION OF EMPOWERMENT

Agreement #: 18-CP-CSA-BGC-01

Brian Orndail President / CEO

(Name and Title Typewritten)

is duly authorized to sign this Agreement on behalf of BGC Service of Broward County, Inc., hereinafter known as "BGC," and any amendments hereto between County and BGC. The signature of the above-named person in this Agreement on behalf of BGC binds BGC to the terms and conditions of this Agreement and its amendments.

This authorization is conferred upon the individual listed above pursuant to *(enter the authorizing body, legislation, regulation, code, or equivalent, including the date of such authorization, and provide (but not attach) a copy of supporting documentation, such as Board of Directors' meeting minutes, the authorizing statute, etc.):*

Appearing below is a sample of the authorized signature.

Brian Orndail

(Authorized Signature)

8/28/2018

(Date)

Witness Signature:

Signature Michelle R White

Name Michelle R. White
(Print or Type)

Date 8/28/18

Witness Signature

Signature Michelle Clarke

Name Michelle Clarke
(Print or Type)

Date 8/28/18

EXHIBIT C

CERTIFICATION OF PAYMENTS TO SUBCONTRACTORS AND SUPPLIERS

(For capital improvements only)

Agreement #: 18-CP-CSA-BGC-01

The undersigned hereby swears under penalty of perjury that:

1. Boys & Girls Club of Broward County, Inc. ("BGC"), has paid all subcontractors and suppliers all undisputed contract obligations for labor, services, or materials provided on this project in accordance with Article 4, "FUNDING AND METHOD OF PAYMENT," of this Agreement, except as provided in paragraph 2 below.
2. The following subcontractors and suppliers have not been paid because of disputed contractual obligations; a copy of the notification sent to each, explaining in reasonably specific detail the good cause why payment has not been made, is attached to this form:

Subcontractor's or supplier's name and address	Date of disputed invoice	Amount in dispute

The undersigned is authorized to execute this Certification on behalf of BGC.

Dated _____, 20__

BGC:

By _____
(Signature)

By _____
(Name and Title)

STATE OF)
) SS
COUNTY OF)

Sworn to (or affirmed) and subscribed before this ____ day of _____, ____, by _____ who is personally known to me or who has produced _____ as identification.

Signature of Notary Public

(NOTARY SEAL)

Print, Type or Stamp Name of Notary

EXHIBIT D-1

SCOPE OF SERVICES
FOR CARVER RANCHES AND REITMAN FACILITIES

Agreement #: 18-CP-CSA-BGC-01

Provider: Boys & Girls Clubs of Broward County (Carver Ranches and Reitman Facilities)

Program: Recreation Centers and Youth Development

I. Scope of Services:

- A. Program description: BGC provides civic activities for youth who are Club Members and reside in Broward County that include recreational, cultural, and social programs that help youth develop their potential and grow into healthy, educated, responsible, and productive adults within the community. Activities include mentoring, sports, homework assistance, educational field trips, community services projects, and BGC's targeted core programs.
- B. Target Population: Club Members.
 - 1. Eligibility criteria: Youth residing in Broward County who are eligible to become members of the BGC. BGC must retain in each Club Member's file supporting documentation of the Club Member's eligibility in accordance with BGC's policies and procedures.
 - 2. Documentation of eligibility: BGC must screen all youth for eligibility, and must retain supporting documentation of eligibility in each Club Member's file as indicated in Section B.1 above.
- C. BGC must provide annually Program Services under this Agreement to a minimum of two hundred (200) unduplicated Club Members for the Carver Ranches Facility, and to a minimum of (200) unduplicated Club Members for the Reitman Facility.
- D. Standards and Other Requirements: BGC must adhere to the additional standards and other requirements listed below.
 - 1. Standards: Not applicable
 - 2. Other Requirements:
 - a. BGC must provide Program Services at least five (5) days each week for a minimum of six (6) hours each day unless BGC gives prior written notice to the Contract Administrator before the change. BGC may provide Program Services on Saturdays. BGC's program is closed on County holidays.
 - c. BGC will provide to the Contract Administrator its program description and membership requirements by September 30 annually. BGC must also notify the Contract Administrator in writing of any changes to the program description or membership requirements within thirty (30) business days of the change.
 - d. BGC will provide equal access to diverse populations through quality services by:

1. Promoting and supporting the attitudes, behaviors, knowledge, and skills necessary for staff to work respectfully and effectively with each other and Club Members in a culturally diverse work environment.
 2. Developing and implementing a strategy to recruit, retain, and promote qualified, diverse, and culturally proficient administrative and support staff who are trained and qualified to address the needs of the racial and ethnic communities being served.
 3. Providing to administrative and support staff ongoing education and training that includes culturally and linguistically proficient service delivery.
 4. Assisting Club Members and parents or caregivers regardless of cultural and ethnic backgrounds.
- e. BGC will complete background checks for all staff providing Program Services to Club Members.
 - f. Within thirty (30) business days of execution of this Agreement, BGC will provide the Contract Administrator a copy of any written policies, rules, and procedures addressing discipline, security, emergency contact, emergency evacuation plan, and Continuity of Operation Plan (COOP). BGC will provide any updates to County within thirty (30) business days of the effective date of the updates.
 - g. BGC will submit to County quarterly reports as required in the Exhibit E.
- E. Subcontracting: Not Allowed for Program Services.
- F. Location(s), days, and hours of service: Carver Ranches Club is located at 2205 SW 44th Avenue, West Park, Florida 33023, and Reitman Center is located at 3025 W. Broward Boulevard, Fort Lauderdale, Florida 33312. Except for County's legal holidays, BGC's hours of operation are Monday through Friday from 12:00 p.m. to 8:00 p.m. (school days) and Saturday from 11:00 a.m. to 3:00 p.m. During out-of-school days, BGC's hours of operation will be from 9:00 a.m. to 5:00 p.m. BGC will provide the Contract administrator with any changes to its hours of operation prior to the effective date of the change.
- G. Commission Districts: On the date of execution of this Agreement, BGC's service hub is in the following Commission District(s): 8
- II. Outcomes/Indicators: Outcomes and indicators are provided in Exhibit D-2.

[Remainder of Page Intentionally Left Blank]

Exhibit D-2
OUTCOMES
FOR CARVER RANCHES AND THE REITMAN FACILITY

Program Name	Outcomes	Indicators	Data Source	Data Collection Method
Recreation Centers and Youth Development	Club Members participate in the community in a manner that positively impacts the community.	85% of Club Members served participate in civic activities and programs.	Club Membership forms, civic activity attendance records.	Staff maintains membership forms and attendance records for all programs and activities. Staff compiles data and reports on a quarterly basis. Calculation: Number of Members who participate in civic programs - Activities/Total number of Members served.
	Club Members remain safe while attending activities.	95% of Members participating in activities have no report of incidents (as defined in the Human Services' Provider Handbook located at: http://www.broward.org/HumanServices/CommunityPartnerships/Pages/ContractServicesProviderHandbook.aspx).	Incident Reports as defined in the Provider Handbook	BGC's staff complete Broward County incident report forms in accordance with the Provider Handbook and submit to Contract Administrator within twenty (24) hours of the incident. BGC's staff compiles data and reports quarterly. Calculation: Number of Members served by BGC with no incident reports/Total number of Members served by BGC.
	Club Members improve social and emotional functioning.	60% of Clients participate in programs.	Club Membership forms, civic activity attendance records.	Staff maintains Client membership forms and attendance records for all Club programs/activities. Staff compiles data and reports on a quarterly basis. Calculation: Number of Clients who participate in programs/Total number of Clients served.

EXHIBIT E - REQUIRED REPORTS AND SUBMISSION DATES

Report	Applicable?		Due Date/Frequency	# Copies
Invoice and supporting documentation (attach a copy of the General Ledger of expenses) BGC will submit invoices for capital improvements included in the approved budget	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	15th day of each month (if needed, final reconciled invoice due annually on enter date). Invoices are either e-mailed to AccountsPayable@broward.org or mailed to Broward County Commission P.O. Box 14740 Ft. Lauderdale, FL 33302-4740 Attn: Accounts Payable	Original plus 1 copy
Quarterly Budget Reports	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	15th day of the month after the end of each quarter (Jan. 15th, Apr 15th, July 15th, Oct. 15th)	1 copy
Outcomes Report Client Demographic Report	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	15th day of the month after the end of each quarter (Jan 15th, Apr. 15th, July 15th, Oct. 15th)	Original plus 1 copy
Blank Member Satisfaction Survey	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Due prior to or at time of execution of Agreement	1 copy
Required Services Documentation form	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	15th day of each month	Original plus 1 copy
Affirmative Action Plan, if applicable	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Due prior to or at time of execution of Agreement	1 copy
Equal Employment Opportunity Policy, if applicable	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Due prior to or at time of execution of Agreement	1 copy
American with Disabilities Act Policy	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Due prior to or at time of execution of Agreement	1 copy
Non-Discrimination Policy, if applicable	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Due prior to or at time of execution of Agreement	1 copy
CBE Policy	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Due prior to or at time of execution of Agreement	1 copy
Current Certificate of Insurance	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Due prior to or at time of execution of the Agreement with subsequent renewals due prior to expiration of the then current certificate of insurance. Submit to Human Services Repository (OEPRRepository@broward.org)	1 copy
Monitoring and/or Accreditation Reports from other agencies or funding sources	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Due within 30 days of receipt	1 copy
Compiled Member Satisfaction Survey	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Due on October 15 th of each year	1 copy
Incidents Reports	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Due within 24 hours of the incident	1 copy
Audited Financial Statement	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Due within 120-days after the close of BGC's fiscal year end; submit to Repository	1 copy
Organization Profile	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Due prior to or at time of execution of Agreement	1 copy

Failure to submit the foregoing reports by the due date will result in the suspension of any and all payments due by County to BGC.

EXHIBIT F-INSURANCE REQUIREMENTS

Project: Boys & Girls Clubs Lease - Broward Blvd

TYPE OF INSURANCE	ADDITIONAL INSURANCE	SUBROGATION WAIVER	MINIMUM LIABILITY LIMITS		
				Each Occurrence	Aggregate
GENERAL LIABILITY - Broad form <input checked="" type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> Premises-Operations <input type="checkbox"/> XCU Explosion/Collapse/Underground <input checked="" type="checkbox"/> Products Completed Operations Hazard <input checked="" type="checkbox"/> Contractual Insurance <input checked="" type="checkbox"/> Broad Form Property Damage <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Personal Injury <input checked="" type="checkbox"/> Child Molestation Coverage Per Occurrence or Claims-Made: <input checked="" type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made Gen'l Aggregate Limit Applies per: <input type="checkbox"/> Project <input type="checkbox"/> Policy <input type="checkbox"/> Loc <input type="checkbox"/> Other _____	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Bodily Injury Property Damage Combined Bodily Injury and Property Damage Personal Injury Products & Completed Operations	\$1,000,000	\$2,000,000
AUTO LIABILITY <input checked="" type="checkbox"/> Comprehensive Form <input checked="" type="checkbox"/> Owned <input checked="" type="checkbox"/> Hired <input checked="" type="checkbox"/> Non-owned <input checked="" type="checkbox"/> Any Auto, If applicable <i>Note: May be waived if no driving will be done in performance of services project.</i>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Bodily Injury (each person) Bodily Injury (each accident) Property Damage Combined Bodily Injury and Property Damage	\$500,000	
EXCESS LIABILITY - UMBRELLA Per Occurrence or Claims-Made: <input type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made <i>Note: May be used to supplement minimum liability coverage requirements.</i>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			
<input checked="" type="checkbox"/> WORKER'S COMPENSATION <i>Note: U.S. Longshoremen & Harbor Workers Act & Jones Act is required for any activities on or about navigable water.</i>	N/A	<input checked="" type="checkbox"/>	Each Accident	STATUTORY LIMITS	
<input checked="" type="checkbox"/> EMPLOYER'S LIABILITY			Each Accident	\$100,000	
<input type="checkbox"/> PROFESSIONAL LIABILITY (ERRORS & OMISSIONS) All engineering, surveying and design professionals.	N/A	<input checked="" type="checkbox"/>	If claims-made form: Extended Reporting Period of _____ years *Maximum Deductible: \$10 k		
<input checked="" type="checkbox"/> Property Insurance <i>Note: Coverage must be "All Risk" Completed Value</i> Broward County must be a Loss Payee A.T.I.M.A.			*Maximum Deductible (Wind and/or Flood): *Maximum Deductible:	Not to exceed 5% of completed value \$10 k	Completed Value
Description of Operations: "Broward County" shall be listed as Certificate Holder and endorsed as an additional insured for liability, except as to Professional Liability. County shall be provided 30 days written notice of cancellation, 10 days' notice of cancellation for non-payment. Contractor's insurance shall provide primary coverage and shall not require contribution from the County, self-insurance or otherwise. Any self-insured retention (SIR) higher than the amount permitted in this Agreement must be declared to and approved by County and may require proof of financial ability to meet losses. Contractor is responsible for all coverage deductibles unless otherwise specified in the agreement.					
CERTIFICATE HOLDER: Broward County 115 South Andrews Avenue Fort Lauderdale, Florida 33301			Risk Management Division		

EXHIBIT F-INSURANCE REQUIREMENTS

Project: Boys & Girls Club Lease - Carter Ranches

TYPE OF INSURANCE	ADDL INSR	SUBR WVD	MINIMUM LIABILITY LIMITS		
				Each Occurrence	Aggregate
GENERAL LIABILITY - Broad form <input checked="" type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> Premises-Operations <input type="checkbox"/> XCU - Explosion/Collapse/Underground <input checked="" type="checkbox"/> Products-Completed Operations Hazard <input checked="" type="checkbox"/> Contractual Insurance <input checked="" type="checkbox"/> Broad Form Property Damage <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Personal Injury <input checked="" type="checkbox"/> Child Molestation Coverage Per Occurrence or Claims-Made: <input checked="" type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made Gen'l Aggregate Limit Applies per: <input type="checkbox"/> Project <input type="checkbox"/> Policy <input type="checkbox"/> Loc <input type="checkbox"/> Other _____	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Bodily Injury Property Damage Combined Bodily Injury and Property Damage Personal Injury Products & Completed Operations	\$1,000,000	\$2,000,000
AUTO LIABILITY <input checked="" type="checkbox"/> Comprehensive Form <input checked="" type="checkbox"/> Owned <input checked="" type="checkbox"/> Hired <input checked="" type="checkbox"/> Non-owned <input checked="" type="checkbox"/> Any Auto, if applicable <i>Note: May be waived if no driving will be done in performance of services project.</i>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Bodily Injury (each person) Bodily Injury (each accident) Property Damage Combined Bodily Injury and Property Damage	\$500,000	
EXCESS LIABILITY UMBRELLA Per Occurrence or Claims-Made: <input type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made <i>Note: May be used to supplement minimum liability coverage requirements.</i>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			
<input checked="" type="checkbox"/> WORKER'S COMPENSATION <i>Note: U.S. Longshoremen & Harbor Workers' Act & Jones Act is required for any activities on or about navigable water.</i>	N/A	<input checked="" type="checkbox"/>	Each Accident	STATUTORY LIMITS	
<input checked="" type="checkbox"/> EMPLOYER'S LIABILITY			Each Accident	\$100,000	
<input type="checkbox"/> PROFESSIONAL LIABILITY (ERRORS & OMISSIONS) All engineering, surveying and design professionals.	N/A	<input checked="" type="checkbox"/>	If claims-made form: Extended Reporting Period of _____ years *Maximum Deductible \$10 k		
<input checked="" type="checkbox"/> Property Insurance <i>Note: Coverage must be "All Risk" Completed Value. Broward County must be a Loss Payee A/T/LMA.</i>			*Maximum Deductible (Wind and/or Flood): *Maximum Deductible:	Not to exceed 5% of completed value \$10 k	Completed Value
<i>Description of Operations: "Broward County" shall be listed as Certificate Holder and endorsed as an additional insured for liability, except as to Professional Liability. County shall be provided 30 days written notice of cancellation, 10 days' notice of cancellation for non-payment. Contractor's insurance shall provide primary coverage and shall not require contribution from the County, self-insurance or otherwise. Any self-insured retention (SIR) higher than the amount permitted in this Agreement must be declared to and approved by County and may require proof of financial ability to meet losses. Contractor is responsible for all coverage deductibles unless otherwise specified in the agreement.</i>					
CERTIFICATE HOLDER: Broward County 115 South Andrews Avenue Fort Lauderdale, Florida 33301			Risk Management Division		

EXHIBIT G

Legal Description of Reitman Facility

Lots 7 and 9, Block 7 of BOULEVARD GARDENS, according to the Plat thereof recorded in Plat Book 28, Page 6, of the Public Records of Broward County, Florida.

EXHIBIT H

Legal Description of Carver Ranches Facility

A portion of Blocks 11 and 12 and the vacated right-of-way of S. W. 22nd street, "CARVER RANCHES," as recorded in Plat Book 19, Page 2, of the Public Records of Broward County, Florida, being more particularly described as follows:

Commencing at the Southwest corner of said Block 12, said point being the POINT OF BEGINNING; thence N. 00°00'00" E. on an assumed bearing, on the East right-of-way line of S. W. 44th Avenue, a distance of 477.26 feet to the northwest corner of Lot 1, Block 11 of said "CARVER RANCHES," thence S. 89°51'13" E. on the North line of Lots 1 and 2, Block 11 of said "CARVER RANCHES," a distance of 100.00 feet; thence S. 00°00'00" E., a distance of 137.12 feet; thence S. 89°55'54" E. a distance of 170.00 feet; thence S. 00°00'00" W., a distance of 340.00 feet, to a point on the North right-of-way line of S. W. 23rd Street, thence N. 89°55'54" W., on the North right-of-way line of said S. W. 23rd Street, a distance of 270.00 feet to the POINT OF BEGINNING; Containing 2.4224 acres of land more or less.

Exhibit I

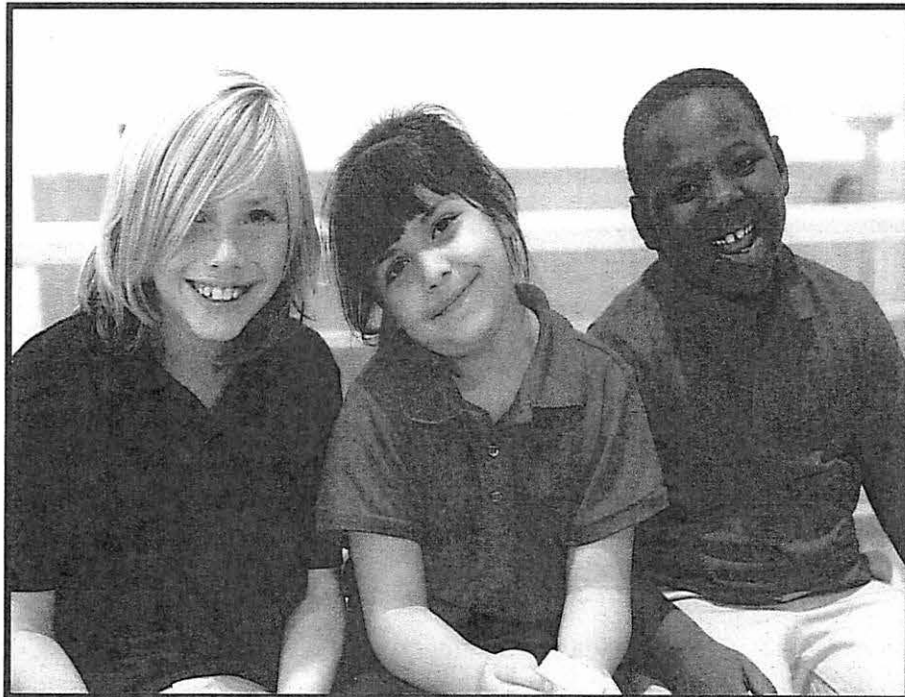
2018 - 2019

PARENT HANDBOOK



**BOYS & GIRLS CLUBS
OF BROWARD COUNTY**

www.bgcbc.org



"GREAT FUTURES START HERE"

❖ **Boys & Girls Clubs of Broward County** ❖

877 NW 61st Street ♦ Fort Lauderdale, FL 33309 ♦ (954) 537-1010



CEO WELCOME



It is my honor and privilege to welcome you and your child to the Boys & Girls Clubs of Broward County. Our dedicated staff are committed to providing a positive, safe, and healthy environment for your child. Our goal is to instill in your child a sense of belonging, competence, and usefulness. We look forward to fulfilling our mission of serving 'children who need us most.'

— Brian Quail, CEO

MISSION STATEMENT

"To enable all young people, especially those who need us most, to reach their full potential as productive, caring, and responsible citizens."



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SAFE PASSAGE

THE BOARD OF DIRECTORS OF THE BOYS & GIRLS CLUBS OF BROWARD COUNTY IS COMMITTED TO DEVELOPING AND SUSTAINING THE HIGHEST LEVEL OF SAFETY FOR MEMBERS AND STAFF AS A WHOLE.

Club Members are not free to come and go from the Club throughout the day as they wish.





SAFE PASSAGE



Members:

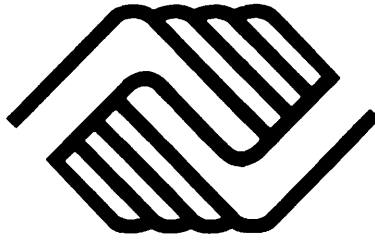
- Must scan in and out each day with their KidTrax card.
- May not leave the Club unescorted unless they are 12 years and older and have included in their membership application written parent/guardian consent. After scanning out for the day, Club members will not be permitted to return to the Club until the following day. Members that leave the Club for a doctor's visit or other emergency situation may be allowed to return to the Club at the Club Director's discretion. Members that leave the Club without permission may face disciplinary actions up to and including suspension and termination of membership

Parents/Guardians:

- Must retrieve child(ren) under 12 from the Club, or identify and authorize up to three (3) additional contacts over 18, who may be picking-up their child(ren).
- Parents/anyone on authorized Pickup List should expect to be asked to produce a Government issued ID whenever child(ren) is being picked up from the Club.
- May include in their membership application approval for members ages 12 and older that have scanned into the facility that day, to escort their younger sibling/family member, under the age of 12, out of the Club for the day.
- The legal guardian(s) of Club members must make any necessary changes to the membership application in person and physically at the Club member's respective Club. Only the guardian(s) that signs the application will be permitted to make changes to the application.

BGCBC Staff:

- Will not respond to phone calls requesting member/s to be dismissed without their authorized escort.
- Will review ID Cards for identified additional contacts once they arrive at the Club.
- Will not accept phone calls from parents/guardians requesting that an unidentified contact will be escorting members.
- Will not accept responsibility for any members that leave the Club unescorted/unsupervised and in breach of this policy.
- Phone calls, emails and faxes for authorization WILL NOT be accepted.



YOUTH PROGRAM MODEL

The Boys & Girls Clubs of Broward County's programs are designed to address the following youth outcomes:

- **ACADEMIC SUCCESS—**
increases grade-level advancement and reduces high-school drop-out rates
- **GOOD CHARACTER & CITIZENSHIP—**
increases community service and reduces juvenile crime rates
- **HEALTHY LIFESTYLES—**
encourages healthy behaviors and decreases drug use and obesity rates

HOURS OF OPERATION

SCHOOL YEAR

Monday through Friday

2:00PM - 8:00PM

Saturday Moran Grant Hours

11:00AM - 3:00PM

EARLY RELEASE SCHOOL DAYS

12:00PM - 8:00PM

SUMMER/NO SCHOOL DAYS

Monday through Friday

9:00AM - 5:00PM

CLUBS CLOSED:

New Years Day; Dr. Martin Luther King, Jr. Day; Memorial Day;

Independence Day; Labor Day;

Thanksgiving Day & the next day;

Christmas Eve; & Christmas Day & the next day

SUMMER/NO SCHOOL DAY EARLY BIRD HOURS

Monday through Friday

8:00AM - 6:00PM

There is a fee of \$3.00/day or \$15.00/week

to participate in the 'Early Bird' program

LATE POLICY



Please pick up your child on time. If you are going to be late, please call the Club to make the staff aware of your situation.

Late fees are as follows:

- There will be a \$5.00 charge per child for the first 15 minutes you are late and a \$1.00 fee for every minute late thereafter
- Law Enforcement will be called if you are over 45 minutes late.
- Late fees not paid will affect your child's membership.
- Abuse of our late policy such as chronic late pick-up and/or unpaid late fees will be grounds for suspension and/or termination of membership.

The Club opens and closes promptly as posted. **We ask that parents ensure that their children do not arrive early or leave late.** Children remaining at the Club at closing time will be taken in the office to call parent/guardian or emergency contact to pick them up. If we are unable to get in touch with the parent/guardian or emergency contact after a 45 minute window, we reserve the right to contact local law enforcement and/or Child Protective Services.

****This fee must be paid before your child/children may return to the Club. NO EXCEPTIONS!***



BOYS & GIRLS CLUBS
OF BROWARD COUNTY
www.bgcbc.org

Cell Phone/Personal Device Policy (Ages 6-12)

Cell phones or items of personal device (iPods, iTouch, MP3 players, and tablets) are not to be used while at The Club. This includes but is not limited to texting, gaming, video capturing, picture taking, Internet usage and the use of Facebook and/or Twitter. If a Club member possesses personal technology, they should be silenced and kept out-of-sight including inside a pocket, book bag or purse. If these devices disrupt our daily process or are out at any point while the member is at the Club, progressive discipline will be implemented and the item in question will be confiscated. The item will only then be released to a parent/guardian upon pick-up.

Boys & Girls Clubs employees will not be held liable for wireless communication devices (cell phones, iPods, camera telephones, pagers, etc.) that are lost or stolen.

We do understand that cell phones are a means of communication with your child. The Club does have a phone line for the usage of our Club members. Please keep in mind that this phone is for urgent matters only!



BOYS & GIRLS CLUBS
OF BROWARD COUNTY
www.bgcbc.org

Cell Phone/Personal Device Policy (Ages 13 and up)

This policy will allow members (ages 13 and up) to use their own technology devices, including laptops, tablets, and/or smartphones at the Club. It can be used in our facilities in approved locations only; otherwise the cell phone cannot be used and should be on silent or muted mode. The Club prohibits use of personally owned devices in locker rooms and restrooms and other areas where there is an expectation of privacy.

Members are expected to act responsibly and thoughtfully when using technology devices. Any inappropriate use of a personally owned device, can lead to disciplinary action including but not limited to, confiscation of the device, immediate suspension from the Boys & Girls Clubs of Broward County (BGCBC), expulsion, and/or if applicable, referral to local law enforcement.

Inappropriate Communication:

- Obscene, profane, lewd, vulgar, rude, inflammatory, threatening, or disrespectful language or images, typed, posted or spoken by members; information that could cause damage to an individual or the Club/BGCBC or danger the Club environment; personal attacks, harassment, stalking of others; recklessly posting false information about a person or BGCBC. If a member is told to stop sending communications, that member must cease the activity immediately.
- Members may not utilize technology to harass, threaten, demean, humiliate, intimidate, embarrass, or annoy their peers or others in the community. This behavior is cyberbullying. Any cyberbullying that disrupts the safety and/or well-being of the Club, Club Members, Club Staff, BGCBC, or the community is subject to disciplinary action as stated above.

BGCBC reserves the right to monitor, inspect, copy, and review a personally owned device that is brought to the Club. **Parents/Guardians will be notified before such an inspection takes place and may be present during the inspection.** Parents/Guardian may refuse to allow such inspections but the member may be barred from bringing personally owned devices to the Club. In addition, The Club reserves the right to suspend or expel a member for not following the policy. BGCBC/Staff are not liable for the loss, damage, misuse, theft of any personal device brought to the Club.

MEMBERSHIP

Boys & Girls Club membership is open to all boys & girls **age 6 (in the first grade for the 2018-2019 school year) through age 18.**

Children ages 6 & 7 must show proof of age (e.g. original birth certificates, passports, green cards) AND 6 year old must provide proof of enrollment in the first grade or higher for the 2017-2018 school year. All members must provide proof Student School ID number upon registering.

The Boys & Girls Clubs of Broward County will provide an equal opportunity for all members to receive access to services provided regardless of race, ethnicity, sex, color, sexual orientation, age, disability, religion, or national origin.

A parent must attend an orientation each new program year prior to registering their child(ren) for the club. Teens ages 15+ may attend their own orientation as long as parent completes and signs the membership application.

Only parents/legal guardians will be able to register child(ren) as members. The parent(s)/guardian(s) who signs the application are the only one(s) allowed to make changes and additions to the application.

There is a **\$15.00 annual membership fee.** The fee must be paid for each prospective member applying for membership. The Boys & Girls Clubs of Broward County membership runs from the first day of school for Broward County Public Schools through the last day of the Broward County School Board's students' summer vacation.

IMPORTANT:

We accept **cash & money orders only.** No checks accepted.

MEDICINE

Prescription and/or non-prescription medicine will **NOT** be administered or kept for a Club member by any Club staff at any time. **No exceptions.**

CLUB CARDS

Each Club member is required to carry his/her Club membership card at all times while at the Club.

Should a card be lost, replacement cards can be purchased for \$1.00 each.

MEMBER RESPONSIBILITIES

Every Club member is responsible for his/her own actions. The Club has three basic rules that every member must follow. These three rules will help to ensure the safety of all members and will also contribute to creating a fun, positive and memorable experience at the Club.

The three rules are as follows:

- Respect yourself and other members
- Respect all staff and volunteers
- Respect all Club property and equipment

The following are strictly prohibited:

- Swearing
- Verbal abuse
- Inappropriate and/or sexual physical contact
- Fighting or any other form of physical abuse
- Use or possession of controlled substances, weapons, or any tobacco product
- Theft
- Bullying and cyber bullying

DRESS CODE

- Clothing shall be worn as it is designed (i.e. pants secured at the waist, belts buckled, no underwear as outerwear, no underwear exposed, etc.)
- Closed-toed footwear must be worn at all times
- Knee-length shorts/skirts
-

The following is NOT permitted:

- Clothing that is too tight or revealing when standing, bending, sitting or moving
- Sexually implicit or explicit clothing, bikinis, or tank tops
- Garments and/or jewelry that display or suggest drugs, alcohol, weapons, tobacco, sex or vulgar related wording/graphics or may tend to provoke violence or disruptions
- Gang paraphernalia, clothing, jewelry, tattoos or other insignias that display, suggest, provoke or may tend to provoke violence or disruptions
- Hats worn inside

DISCIPLINE

Our Clubs provide deterrence to negative behavior by providing activities that are engaging, fun and foster positive moral values.

In the event that a Club member displays undesirable behavior, staff have been directed to take disciplinary action appropriate to the transgressions of the member. Disciplinary measures will be determined on a case-by-case basis and will be at the discretion of the Boys & Girls Club Professional Staff.

SUSPENSION/EXPULSION

The Boys & Girls Clubs of Broward County reserve the right to suspend or expel any Club member at any given moment. This policy is at the total discretion of the Boys & Girls Clubs of Broward County. The parent/guardian will be notified if his/her child is suspended or expelled from the Club.

When a member is suspended/expelled from their home club, they are suspended/expelled from ALL Clubs at the Boys & Girls Clubs of Broward County

LOITERING

To ensure the safety of our members, the Club does not allow members to congregate and loiter around Club facilities and adjacent properties (including, but not limited to nearby parks, shops, playgrounds, etc.).

PERSONAL BELONGINGS

Please have your child leave all personal belongings at home. We will not be held responsible for the loss or theft of any items if they are brought to the Club and/or on field trips. We will not provide reimbursements for any lost or stolen items that are brought to the Club and/or on field trips. For safety, no member will be permitted to carry book bags, purses, tote bag, etc. around the Club. All items must be stored in designated area.

DAMAGE TO CLUB PROPERTY

Parent(s) will be required to pay for damage done by their child(ren) to Club property.

REPORTS

BGCBC does not give copies of any documents unless we receive a court order to do so.

PHONES

Front desk phones are for emergency calls only. Staff will call parents if needed; all other issues can be discussed when child is picked up from the club.

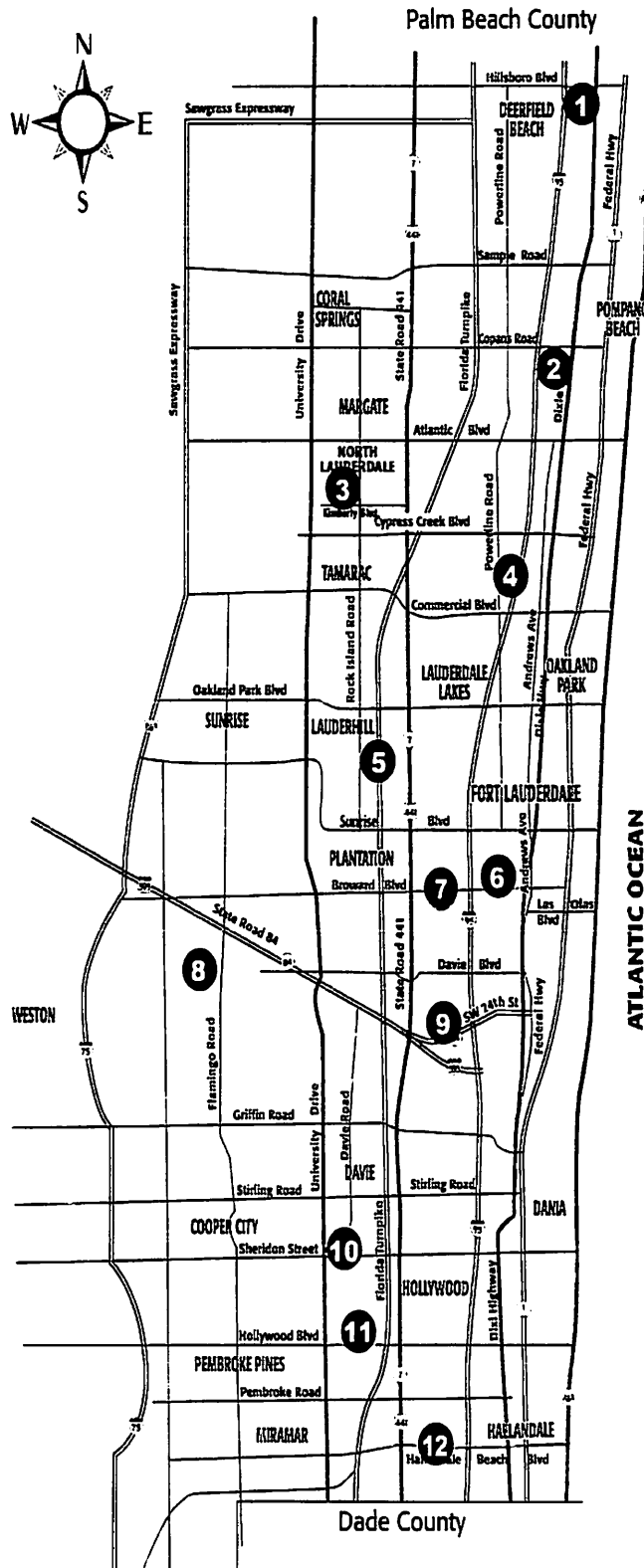
Children will not be called to the front desk to receive calls.

BROWARD COUNTY LOCATIONS

"GREAT FUTURES START HERE"

Website: www.bgcbc.org

- 1 Jim & Jan Moran Unit**
 27 S. Dixie Hwy • Deerfield Bch, Florida 33441-3427
 Phone: 954-725-5545 • Fax: 954-725-5551
 Contact: Brenda Fulmore • E-mail: bfulmore@bgcbc.org
- 2 Thomas D. Stephanis Unit**
 212 N.W. 16th Street • Pompano Beach, Florida 33060-5253
 Phone: 954-941-2697 • Fax: 954-784-0381
 Contact: Brandon McCall • E-mail: bmccall@bgcbc.org
- 3 S. Robert Levine Campus**
William E. Slaughter Unit
 7201 Kimberly Blvd. • N. Lauderdale, Florida 33068-2336
 Phone: 954-726-3927 • Fax: 954-722-4464
 Contact: Rich Ouellette • E-mail: rouellette@bgcbc.org
- 3 Leo Goodwin Foundation**
TEEN CENTER
 7201 Kimberly Blvd. • N. Lauderdale, Florida 33068-2336
 Phone: 954-722-5580 • Fax: 954-726-8059
 Contact: Jill Arbogast • E-mail: jarbogast@bgcbc.org
- 4 David and Kay Hughes Administrative Headquarters**
 877 Northwest 61st Street • Ft. Lauderdale, Florida 33309-2022
 Phone: 954-537-1010 • Fax: 954-537-1070
- 5 Lauderhill Unit**
 5455 NW 19th Street • Lauderhill, Florida 33313-3272
 Phone: 954-731-3552 • Fax: 954-733-0924
 Contact: Eric Louis • E-mail: elouis@bgcbc.org
- 6 Nan Knox Unit**
 832 NW 2nd Street • Fort Lauderdale, FL 33311-9010
 Phone: 954-463-6392
 Fax: 954-524-6153
 Contact: Christine Richardson • E-mail: crichardson@bgcbc.org
- 7 Harold Reitman Unit**
 3025 W. Broward Blvd • Ft. Lauderdale, Florida 33312-1251
 Phone: 954-797-7097 • Fax: 954-797-0474
 Contact: Markes Thomas • E-mail: mthomas@bgcbc.org
- 8 Florence A. DeGeorge Unit**
 1220 SW 130th Avenue • Davie, Florida 33325-4302
 Phone: 954-236-2790 • Fax: 954-236-9917
 Contact: Morgan D'Jangali • E-mail: djangali@bgcbc.org
- 9 NFL YET Lester H. White Unit**
 2621 S.W. 15th Street • Ft. Lauderdale, Florida 33312-3915
 Phone: 954-585-6351 • Fax: 954-585-6391
 Contact: Ron Lewis • E-mail: rlewis@bgcbc.org
- 10 Rick and Rita Case Unit**
 7525 N.W. 33rd Street • Davie, FL 33024-2316
 Phone: 954-433-9000 • Fax: 954-704-0604
 Contact: Ruthie Brown • E-mail: rbrown@bgcbc.org
- 11 Marti Huizenga Unit**
 1111 North 69th Way • Hollywood, Florida 33024-5656
 Phone: 954-983-0626 • Fax: 954-983-0729
 Contact: Michelle White • E-mail: mwhite@bgcbc.org
- 12 Carver Ranches Unit**
 2205 S.W. 44th Avenue • West Park, Florida 33023-3400
 Phone: 954-967-8787 • Fax: 954-967-8545
 Contact: Henry Estrada • E-mail: hestrada@bgcbc.org



Rev 07/2018

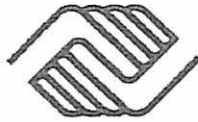
Please remember the Boys & Girls Clubs of Broward County in your Will and Estate Plans.

Exhibit I

MEMBERSHIP APPLICATION

❖ Boys & Girls Clubs of Broward County ❖

877 NW 61st Street • Fort Lauderdale, FL 33309 • (954) 537-1010 • WWW.BGCBC.ORG



BOYS & GIRLS CLUBS
OF BROWARD COUNTY

NEW
 RENEWAL
 TRANSFER
CLUB NAME _____

CLUB NAME: _____ School Student ID Number: _____

CARD #: _____ Issued Date: _____ Expiration Date: _____

Classification (Please check one): Cadet 6-10 Junior 11-13 Intermediate 14-15 Senior 16-18

❖ CHILD/CLUB MEMBER INFORMATION ❖

Name: _____ Age: _____ Grade in 2016-17 _____

Address: _____
Last First Middle City State Zip

Phone #: _____
Home Cell Other

DOB: _____ City & State of Birth: _____ Name of School: _____

Sex: Male Female Race: Black White Hispanic Multiracial Other

❖ PARENT / GUARDIAN INFORMATION ❖

Mother/Guardian's Name: _____ /Phone: _____ E-mail: _____

Father/Guardian's Name: _____ /Phone: _____ E-mail: _____

Number of Children in the Home: _____ Ages: _____

Child Lives With (Please check ALL that apply):

Mother Father Both Parents Grandmother Grandfather Aunt
 Uncle Step-Mother Step-Father Foster Parent Other

Parents (Please check ALL that apply):

Married Single Separated Divorced Widowed Deceased Cohabiting

Is there adult supervision at home after school? Yes No

Does your child qualify for FREE or REDUCED Lunch? Yes No

Does your child have major medical insurance (i.e. AvMed, Blue Cross, Aetna, etc.)? Yes No

Does your child have Medicaid? Yes No

Does your child have any medical, physical, mental, and/or emotional challenges? No Yes

(If yes, please describe) _____

Does your child receive medication for any mental health diagnoses? (i.e. Ritalin, Adderall, Zoloft, Zyprexa, etc.)

No Yes (If yes, please list medications) _____

Does your child have any allergies or reactions to medication?

No Yes (If yes, please describe) _____

Annual Household Income (Please check one):

Less than \$15,000 \$15,001-\$20,000 \$20,001-\$30,000 \$30,001-\$40,000
 \$40,001-\$50,000 \$50,001-\$60,000 More than \$60,001

❖ EMERGENCY CONTACT INFORMATION ❖

Mother/Legal Guardian's Name: _____/Cell Phone: _____

Place of Employment: _____/Work Phone: _____

Father/Legal Guardian's Name: _____/Cell Phone: _____

Place of Employment: _____/Work Phone: _____

Please provide at least three names and phone numbers of contacts ages **18 & older** to be designated as authorized "Pick-up" persons and/or who we can reach in case of an emergency.

A valid, official PHOTO ID will be required by staff for "pick-up" for listed alternate authorized individuals.

1. Name: _____/Relationship: _____
Cell Phone: _____/Home Phone: _____

2. Name: _____/Relationship: _____
Cell Phone: _____/Home Phone: _____

3. Name: _____/Relationship: _____
Cell Phone: _____/Home Phone: _____

4. Name: _____/Relationship: _____
Cell Phone: _____/Home Phone: _____

5. Name: _____/Relationship: _____
Cell Phone: _____/Home Phone: _____

6. Name: _____/Relationship: _____
Cell Phone: _____/Home Phone: _____

7. Name: _____/Relationship: _____
Cell Phone: _____/Home Phone: _____

8. Name: _____/Relationship: _____
Cell Phone: _____/Home Phone: _____

❖ AUTHORIZATION TO LEAVE CLUB UNESCORTED ❖

- My child is 12 years or older and has permission to check him/herself out of the Club.

- My child does not have permission to check him/herself out of the Club even though he/she is 12 years or older.

****Members younger than 12 years old may leave the Club with an authorized blood relative as long as the blood relative is 12 years and older and is a Club member that has scanned into the Club on that day.****

- My child is younger than 12 years old, but has permission to leave the Club with the following blood relatives that have scanned into the Club on that day who are 12 years or older:

1. Name: _____ /Age: _____ /Relationship: _____

2. Name: _____ /Age: _____ /Relationship: _____

3. Name: _____ /Age: _____ /Relationship: _____

4. Name: _____ /Age: _____ /Relationship: _____

❖ REPORTS ❖

BGCBC does **NOT** give copies of any documents unless it receives a court order.

How did you hear about the Boys & Girls Clubs of Broward County?

Flyer _____ One Call (e-mail, Phone , text) _____ School _____

Word of mouth _____ other (please explain) _____

❖ **BGCBC WAIVER FORM** ❖

❖ **PUBLICITY & PROGRAMS WAIVER** ❖

I certify that I give my son/daughter permission to join the Boys & Girls Clubs of Broward County and to appear in pictures and videos of Boys & Girls Club activities to be used for publicity purpose. I certify that I give my son/daughter permission to participate in the Smart Moves Drug and Alcohol Abuse Prevention Program. I understand and agree that if my son/daughter must be transported to and from the Club they must be picked up by closing time or a fee will be charged for waiting by staff. Member hereby assigns and agrees to assign in the future all of his or her right, title, and interest in and to each work that he or she partially or wholly creates, contributes to, and/or performs as a Club member.

❖ **SAFE PASSAGE POLICY & PARENT HANDBOOK WAIVER** ❖

I understand and agree that the Boys & Girls Clubs of Broward County has a safe passage policy that prohibits members from coming and going as they please and that the Boys & Girls Clubs of Broward County cannot be responsible for my son/daughter leaving the Club without my permission. I understand that once a child has entered the building, he/she will not be allowed to leave until a parent/guardian/authorized person arrives to retrieve him/her. I understand that the Boys & Girls Clubs of Broward County is not a licensed day care facility and that staff will not physically restrain members who insist on leaving without parent permission.

I hereby certify that my child (member) is currently age six or older and in the first grade or higher for the 2017-2018 school year.

I have received, read, understand, and agree to abide by the policies stated in the Parent Handbook I understand that failure to abide by the policies in the handbook may result in suspension or removal of my child from the Boys & Girls Clubs of Broward County programs.

I Grant my son/daughter permission to participate in all aquatics programs ran by the Boys & Girls Club of Broward County.

❖ **RELEASE OF LIABILITY WAIVER** ❖

I understand the Boys & Girls Clubs of Broward County takes reasonable precautions in the programs and activities it offers to its Club members. I understand that because of the nature of the programs and activities in which the member may participate, there is a potential for injury. I recognize these risks and allow the Club member to participate in all activities and programs offered. I agree on behalf of myself and the member to assume the risks associated with all activities of the member with the Boys & Girls Clubs of Broward County.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned, on behalf of myself and the member, hereby agree to hold harmless the Boys & Girls Clubs of Broward County and to release, acquit, and forever discharge the Boys & Girls Clubs of Broward County and all other persons, organizations, and corporations affiliated therewith of and from any and all liability, claims, demands, damages, actions, or causes of action, suits arising from or involving, in whole or in part any action or omission, including negligence, that the undersigned and/or member now has or may have in the future for personal injury, death, disability, loss of income, property damage, or otherwise arising out of or relating to the undersigned's and/or the member's participation in the Boys & Girls Clubs of Broward County.

I hereby certify that my child/ward (member) is in good health and capable of participating in the Boys & Girls Clubs of Broward County programs.

I have read, understand, and will abide by all of the above and the 2017-2018 Parent Handbook. All information provided in this form is true and complete. I agree that any false or misleading representation or material omission may disqualify my child/ward (member) from participating in the Boys & Girls Clubs of Broward County programs.

I understand and agree that any changes to this document may only be made by the parent/Legal guardian whose signatures are listed below.

Legal Guardian's Signature: _____/Relationship: _____

Legal Guardian's Signature: _____/Relationship: _____

Date: _____