

**AGREEMENT
BETWEEN THE CITY OF SUNRISE, FLORIDA
AND
BOYS & GIRLS CLUBS OF BROWARD COUNTY, INC.**

THIS AGREEMENT (Contract) is between the City of Sunrise, a municipal corporation of the State of Florida whose address is 10770 West Oakland Park Boulevard, Sunrise, Florida, 33351 (City) and Boys and Girls Clubs of Broward County, Inc., a Florida corporation (hereinafter referred to as "BGCBC"), whose address is 877 NW 61st Street, Fort Lauderdale, FL 33309 and whose Federal Identification Number is 59-1108790.

In consideration of the mutual terms and promises set forth below, the City and the BGCBC agree as follows:

The BGCBC has been identified as an eligible entity able to implement the objectives and goals of the City of Sunrise Teen Services Program (Program).

1. Services

The BGCBC's responsibility under this Contract is for a Teen Services Program to be provided at the City's Licensed Premises, located at 1720 NW 60th Avenue, Sunrise, Florida 33313, as set forth in this Contract and as attached hereto in Exhibit A – Schedule and Description of Teen Services which is attached hereto and made a part of this Contract.

The City's representative during the performance of this Contract shall be the Director of Leisure Services, telephone number (954) 747-4655 or designee.

The BGCBC's representative/liaison during the performance of this Contract shall be Chris Gentile, telephone number (954) 537-1010.

2. Payments

Exhibit B – Compensation, establishes the budget for the Program's Operating Budget. Commencing July 24, 2026, and on the same date of the next fifteen (15) months thereafter, City will pay BGCBC one-fifteenth (1/15th) of the Operating Budget set forth in Exhibit B without requiring an invoice from BGCBC, unless this Contract is terminated earlier pursuant to paragraphs 8, 9 or 10.

BGCBC shall submit to the City's Finance and Administrative Services Department a monthly summary sheet of all actual expenditures from the prior contract month. BGCBC shall provide full documentation (including invoice copies, payroll registers and cancelled checks) supporting the actual expenditures for Operating Budget items. The summary and detail information must be received by the City within twenty (20) calendar days of the contract month's end. If the documentation is not received within 20 calendar days, the City will withhold future Operating Budget payments until such documents are received. At the end of each City fiscal year, a true-up of actual expenditures to Operating Budget will be conducted and the BGCBC shall remit any overpayment to City within thirty

(30) days of being notified by City.

3. Contract Term

The Contract term shall commence July 1, 2026 and shall expire September 30, 2027 unless terminated earlier pursuant to paragraphs 8, 9 or 10.

4. Access and Audits

The BGCBC shall maintain adequate records related to all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion of this Contract. The City, the Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives shall have the right of access to such books, records, and documents (electronic and otherwise) in order to conduct audits or investigations, and as required in this section for the purpose of inspection or audit during normal business hours, at the BGCBC's place of business.

5. Truth-In-Negotiation Certificate

Signature of this Contract by the BGCBC shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, overhead charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged to the BGCBC's most favored customer for the same or substantially similar services. The said rates and costs shall be adjusted to exclude any significant sums should the City determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate presentation of fees paid to outside BGCBCs. The City shall exercise its rights under this clause within three (3) years following final payment.

6. Insurance Requirements

6.1 BGCBC agrees at its sole expense to maintain on a primary basis, non-contributory basis during the life of this Contract the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by BGCBC is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by BGCBC under the Contract. Any coverage maintained by the City shall apply excess of, or contingent upon the absence of, insurance required or maintained by BGCBC. Required insurance may be satisfied through a national association or chapter as long as The Boys Clubs of Broward County, Inc. is listed as a named insured entity.

6.2 Commercial General Liability. BGCBC agrees to maintain Commercial General Liability at a limit of liability not less than \$1,000,000.00 Each Occurrence, \$2,000,000 Annual Aggregate. BGCBC agrees its coverage shall not contain any restrictive endorsement(s) excluding or limiting Product/Completed Operations, Independent BGCBCs, Broad Form Property Damage, X-C-U Coverage,

Contractual Liability or Separation of Insureds.

6.3 Additional Insured Endorsement. BGCBC agrees to endorse the City as an Additional Insured on the Commercial General Liability with the following, or similar endorsement providing equal or broader Additional Insured coverage, the CG 20 26 07 04, or CG 20 26 04 13, Additional Insured – Designated Person or Organization endorsement; or the CG 20 10 07 04, or CG 20 10 04 13, Additional Insured – Owners, Lessees, or BGCBCs endorsement, including the additional endorsement of GC 20 37 07 04, or GC 20 04 13, Additional Insured – Owners, Lessees, or BGCBCs Completed Operations. The name of the organization endorsed as Additional Insured for all endorsements shall read “City of Sunrise”.

6.4 Certificate(s) of Insurance. BGCBC agrees to provide City a Certificate of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect, and Certificates of Insurance shall provide a minimum thirty (30) day endeavor to notify, when a manuscript notice endorsement is available by BGCBC’s insurer. If the BGCBC receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, BGCBC agrees to notify the City by fax or email within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. The Certificate Holder(s) address shall read:

Original to:

City of Sunrise
Attn: Procurement Manager
Purchasing Office
10770 West Oakland Park Blvd.
Sunrise, FL 33351
purchasing@sunrisefl.gov
Fax (954) 578-4809

Copy to:

City of Sunrise
Attn: Risk Manager
Risk Management Division
10770 West Oakland Park Blvd.
Sunrise, FL 33351
riskmanagement@sunrisefl.gov

6.5 Right to Revise or Reject. City reserves the right, but not the obligation, to revise any insurance requirement, not limited to limits, coverages and endorsements, or to reject any insurance policies which fail to meet the criteria stated herein. Additionally, City reserves the right, but not the obligation, to review and reject any insurer providing coverage due to its poor financial condition or failure to operate legally.

6.6 Other Insurance Obligations. City shall be responsible for maintaining its own insurance on City’s licensed premises (Exhibit “A”), including improvements thereon and its business personal property at the premises. BGCBC shall be responsible for insuring any property owned by BGCBC and used at the premises.

7. Performance and Payment Bond ☐ Applicable ☒ Not Applicable

The BGCBC shall furnish a separate performance and payment bond covering 100% of the amount of award to the City within ten (10) calendar days after receipt of written Notice of Intent to Award Contract. The performance and payment bond furnished by the BGCBC shall incorporate by reference the terms of this Contract as fully as though they were set forth verbatim in such performance and payment bond. The performance and payment bond furnished by the BGCBC shall be in a form acceptable to the City and shall be executed by a surety, or sureties, reasonably suitable to the City.

8. Termination for Governmental Non-Appropriations

The City is a bona fide governmental entity of the State of Florida with a fiscal year ending on September 30 of each calendar year. If the City does not appropriate sufficient funds for the Operating Budget payments required under this Contract for Fiscal Year 2026/2027, then this Contract shall be terminated effective upon expiration of Fiscal Year 2025/2026 without further notice. In the event of such termination, the City shall not be obligated to make any further payment beyond Fiscal Year 2025/2026. Such termination for non-appropriation shall not be deemed to constitute termination for cause or termination for convenience.

9. Termination for Cause

This Contract may be terminated by either party upon three (3) calendar days' written notice to the other party, should such other party fail substantially to perform in accordance with the material terms of the Contract through no fault of the party initiating the termination. In the event the BGCBC abandons this Contract or causes it to be terminated by the City, the BGCBC shall indemnify the City against any loss pertaining to the termination. In the event that the Contract is terminated by the City for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 10 and the provisions of Section 10 shall govern.

10. Termination for Convenience

This Contract may be terminated by the City without cause upon thirty (30) days' written notice to the BGCBC. In the event of such a termination without cause, the BGCBC shall be compensated for all Services completed and accepted by the City's representative as authorized herein, together with reimbursable expenses incurred. In such event, the BGCBC shall promptly submit its invoice for final payment and reimbursement under the terms of this Contract to the City.

11. Indemnification

To the fullest extent permitted by law, the BGCBC agrees to indemnify, defend and hold harmless the City, its officers, agents, volunteers, and employees from and against all claims, damages, losses, and expenses, including but not limited to attorneys' fees, court costs, or other alternative dispute resolution costs arising out of or resulting from the

representatives of such other party in respect to covenants, agreements and obligations contained in this Contract. The BGCBC shall not assign this Contract without written consent of the City.

17. Subcontracting

The City reserves the right to accept the use of a subcontractor, or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the service in a timely fashion, the BGCBC shall promptly do so, subject to acceptance of the new subcontractor by the City.

18. Conflict of Interest

The BGCBC represents that it presently has no interest and shall acquire no interest, either directly or indirectly, which would conflict in any manner with the performance of Services required hereunder, as provided for in Section 112.311, Florida Statutes. The BGCBC further represents that no person having any such interest shall be employed for said performance.

19. Contingent Fees

The BGCBC warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the BGCBC to solicit or secure this Contract and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the BGCBC, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

20. Nondiscrimination

The BGCBC warrants and represents that all of its employees are treated equally during employment without regard to race, color, national origin, sex, gender identify, sexual orientation, age, disability/handicap, religion, family or income status.

21. Public Entity Crimes

Pursuant to Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months

following the date of being placed on the convicted vendor list. By execution of this Contract, BGCBC represents that it has not been placed on the convicted vendor list as provided in Section 287.133, Florida Statutes.

22. Notice

All written notices required in this Contract shall be sent by hand delivery, overnight mail, or certified mail, return receipt requested, to the following addresses:

To City:

City Manager
City of Sunrise
10770 West Oakland Park Blvd.
Sunrise, FL 33351

cc: City Attorney
City of Sunrise
10770 West Oakland Park Blvd.
Sunrise, FL 33351

To BGCBC:

Mr. Chris Gentile, Co-CEO
The Boys Clubs of Broward County, Inc.
d/b/a Boys and Girls Clubs of Broward County
877 NW 61st Street
Fort Lauderdale, FL 33309

23. Public Records Law

The BGCBC shall comply with all applicable requirements contained in the Florida Public Records Law (Chapter 119, Florida Statutes), including but not limited to any applicable provisions in Section 119.0701, Florida Statutes. To the extent that the BGCBC and this Contract are subject to the requirements in Section 119.0701, Florida Statutes, the BGCBC shall: (a) keep and maintain public records required by the City to perform the Services provided hereunder; (b) upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law for the duration of the term of this Contract and following completion of this Contract if the BGCBC does not transfer the records to the City; and (d) upon completion of the Contract, transfer, at no cost, to the City all public records in the possession of the BGCBC or keep and maintain public records required by the City to perform the service. If the BGCBC transfers all public records to the City upon completion of the Contract, the BGCBC shall destroy any duplicate public records that are exempt or confidential and exempt from

public records disclosure requirements. If the BGCBC keeps and maintains public records upon completion of the Contract, the BGCBC shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City. If the BGCBC fails to comply with the requirements in this Section 25, the City may enforce these provisions in accordance with the terms of this Contract. If the BGCBC fails to provide the public records to the City within a reasonable time, it may be subject to penalties under Section 119.10, Florida Statutes.

IF THE SUBRECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBRECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, THE SUBRECIPIENT SHOULD CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS: THE CITY CLERK, FELICIA M. BRAVO, BY TELEPHONE (954-746-3333), E-MAIL (CITYCLERK@SUNRISEFL.GOV), OR MAIL (CITY OF SUNRISE, OFFICE OF THE CITY CLERK, 10770 WEST OAKLAND PARK BOULEVARD, SUNRISE, FLORIDA 33351).

24. Entirety of Contract

The City and the BGCBC agree that this Contract sets forth the entire Contract between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto with the same formality as this Contract. Any alteration of the terms and conditions of this Contract must be contained in the Deviation Page after approval by the City Attorney and executed by the BGCBC and City to be binding.

25. Discriminatory Vendor List

Pursuant to Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. By execution of this Contract, BGCBC represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes.

26. Scrutinized Companies

Pursuant to Section 287.135, Florida Statutes, BGCBC certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes and that it is not engaged in a boycott of Israel.

Pursuant to Section 287.135, in the event the Contract is for one million dollars or more, BGCBC certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sector List created pursuant to Section 215.473, Florida Statutes; and BGCBC further certifies that it is not engaged in business operations in Cuba or Syria.

Pursuant to Section 287.135, Florida Statutes, City may, at the option of the City Commission, terminate this Contract if BGCBC is found to have submitted a false certification as provided under subsection 287.135(5), Florida Statutes; has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel; has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sector List; or has been engaged in business operations in Cuba or Syria.

27. Compliance with Laws

BGCBC and the Services must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations 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.

BGCBC agrees to comply with applicable sections of 2 CFR Part 200, 31 CFR Part 20 (Recipient Integrity and Performance Matters), 31 CFR Part 21 (New Restrictions on Lobbying), Title VI of the Civil Rights Act of 1962 (prohibiting discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance), 31 CFR Part 20 (government requirements for Drug-Free Workplace), 31 CFR Part 23 (prohibiting discrimination on the basis of age in programs or activities receiving federal financial assistance), Sections 602(c) and 603(c) of the Social Security Act and Treasury's regulation implementing those sections, and guidance regarding the eligible funds.

28. Electronic Recordkeeping

BGCBC certifies its services and products meet all recordkeeping requirements of the State of Florida, including but not limited to those in Chapter 119, Florida Statutes and Rule 1B-26.003(6)(g), Florida Administrative Code.

29. E-Verify – Employment Eligibility

- 29.1 BGCBC warrants and represents that it complies with Section 448.095, Florida Statutes, as may be amended. BGCBC (1) has registered with and uses the E-Verify System (E-Verify.gov), to electronically verify the work authorization status of all newly hired employees; and (2) has verified that all of the BGCBC's subcontractors performing the duties and obligations of this Contract are registered with and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

- 29.2 BGCBC shall obtain from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in Section 448.095(1)(k), Florida Statutes, as may be amended. BGCBC shall maintain a copy of any such affidavit from a subcontractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Contract which requires a longer retention period.
- 29.3 City shall terminate this Contract if it has a good faith belief that BGCBC has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If City has a good faith belief that BGCBC's subcontractor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, City shall notify BGCBC to terminate its contract with the subcontractor and BGCBC shall immediately terminate its contract with the subcontractor.
- 29.4 If City terminates this Contract pursuant to the subsection 33.3 above, BGCBC shall be barred from being awarded a future contract by City for a period of one (1) year from the date on which this Contract was terminated. In the event of such Contract termination, BGCBC shall also be liable for any additional costs incurred by City as a result of the termination.

30. Foreign Gifts and Contracts

Pursuant to Fla. Stat. §286.101(3), where the amount of the grant or contract is 100,000.00 or more, BGCBC shall disclose any current or prior interest of, any contract with, or any grant or gift received from a country of foreign concern with a value of \$50,000 or more that was received or in force during the previous five (5) years. Definitions, disclosure requirements and exceptions are found in Fla. Stat. §268.101. BGCBC represents and warrants it has complied with Fla. Stat. §286.101, it has properly disclosed such interests, contracts, grants or gifts to City before execution of this Contract, and it will remain in compliance with Fla. Stat. §286.101 for the duration of this Contract.

31. Prohibited Telecommunications Equipment

BGCBC represents and certifies that BGCBC and all subcontractors do not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. BGCBC represents and certifies that BGCBC and all subcontractors shall not provide or use such covered telecommunications equipment, system, or services during the Term.

32. Antitrust Violation Vendors

The BGCBC has a continuous duty to disclose to the City if it or any of its affiliates (as defined by Section 287.137(1)(a), Florida Statutes) are placed on the Antitrust Violator Vendor List. A person or an affiliate who has been placed on the Antitrust Violator Vendor List following a conviction or being held civilly liable for an antitrust violation may not

submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. By entering into this Contract, BGCBC certifies that neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of entering this Contract. False certification under this paragraph or being subsequently added to that list will result in termination of this Contract, at the option of the City consistent with Section 287.137, Fla. Stat. as amended.

33. Human Trafficking

Pursuant to Section 787.06(13), Fla. Stat., nongovernmental agencies contracting with the City are required to provide an affidavit attesting that the nongovernmental agency does not use coercion for labor or services as defined within Section 787.06, Fla. Stat. By executing this Contract and submitting the executed required affidavit, the BGCBC represents and warrants that it does not use coercion for labor or services as provided by state law.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK AND SIGNATURES FOLLOW ON ATTACHED PAGE]

IN WITNESS WHEREOF, the parties made and executed this Contract on the respective dates under each signature; the City signing by and through its Mayor, authorized to execute same by City Commission, and BGCBC by its duly authorized representative.

CITY OF SUNRISE

By: _____
Michael J. Ryan, Mayor

Date: _____

AUTHENTICATION:

Felicia Bravo, City Clerk

Date: _____

(SEAL)

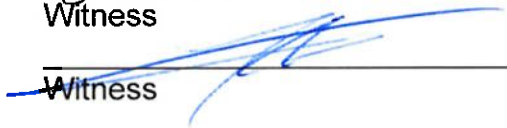
Approved as to form and legal sufficiency for the City

By: _____
Thomas P. Moss
City Attorney

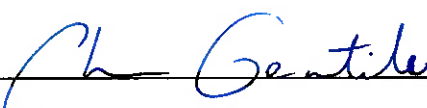
**BOYS & GIRLS CLUBS OF BROWARD
COUNTY, INC.**



Witness



Witness

By:  _____

Title: Chris Gentile, Co-CEO

Date: 7/6/26

EXHIBIT A – SCHEDULE AND DESCRIPTION OF TEEN SERVICES

This Contract is for a program where BGCBC will utilize the Licensed Premises as a youth recreational facility and provide Teen Services (Teen Services or Program) for teenagers (ages 13-18) in accordance with the terms and conditions of this Contract. BGCBC shall make its Program available to teens residing in the City of Sunrise.

TEEN SERVICES:

BGCBC shall provide the following minimum Teen Services, or substantially similar services, under this Contract:

Workforce Development Initiative: The Workforce Development Initiative is designed to promote the development of critical employment skills among our youth through research-informed youth development practice, training and experiential learning opportunities that lead to first job readiness and a plan for pursuing postsecondary and/or career aspirations. BGCBC's Workforce Development Initiative increases teen's employability through career exploration, mentorship, opportunities to earn credentials, soft skills training, technical skills training, and career experiences.

College Preparation Programs: College Preparation Programs include SAT preparation, career assessment assistance, career days, college tours, and identification of scholarship opportunities.

Financial Literacy Program: The 8-week Financial Literacy Program is designed to teach money matters to teens.

Leadership and Character Programs: Leadership and Character Programs will include the following:

- Dale Carnegie Teen Leadership Program
- SMART Girls Program
- Passport to Manhood Program
- Youth of the Month Program
- Youth of the Year Program
- Role Models That Inspire Program
- Keystone Club Character Program

Snack and Supper Program: BGCBC provides a daily snack and hot meal supper for all clients.

Scholarships: BGCBC may fund scholarships for teenagers participating in its Program.

Additional Services. BGCBC, in its discretion, may provide additional Services.

OPERATING SCHEDULE:

BGCBC shall provide Teen Services at the Licensed Premises Monday through Friday for no less than five (5) hours each day, excluding City's legal holidays. The City's Director of Leisure Services or designee may approve in writing the use of the Licensed Premises on other dates and times. The BGCBC may, at its option, temporarily close the Facility for a reasonable time to conduct necessary repairs, maintenance, and scheduled events subject to the written approval of the City Manager or designee.

GUIDELINES:

BGCBC acknowledges, understands and agrees to comply with the following guidelines:

- a. The BGCBC shall represent itself to all recipients of Services, as a separate entity from the City.
- b. The BGCBC acknowledges that if flyers are produced with the City's name, such flyers must be approved by the City's City Manager or designee.
- c. The BGCBC shall not deliver or distribute any religious or political messages or materials at the Facility.
- d. The BGCBC shall comply with all applicable licensing requirements, federal, state and local statutes as related to the Teen Services provided at the Licensed Premises.
- e. BGCBC shall provide the City's Director of Leisure Services with the following reports:
 - i. Commencing thirty (30) days after the Licensed Premises begin providing Teen Services and each thirty (30) days thereafter, a membership summary (including the client's first name and last initial, the Teen Services Program the client is enrolled in, the aggregate number of clients served at the Licensed Premises and a breakdown of what cities those clients reside in) and schedule.
 - ii. An annual report by June 15 of each year summarizing membership statistics and services provided over the past year along with a list of expected services in the coming year.
 - iii. Other reports requested by the City's Director of Leisure Services.
- f. The BGCBC shall ensure that all client information made confidential and exempt from Florida's Public Records Act shall remain confidential as required by law.
- g. The BGCBC is a non-profit BGCBC, it shall provide the City with a copy of its annual audit report.

- Revised 6.21.22 BGCBC Initials AD City Initials _____ Page 15

EXHIBIT B – COMPENSATION

City shall pay BGCBC for services under this Contract in an amount not to exceed Three Hundred Twelve Thousand Four Hundred Ninety-Five Dollars (\$312,495.00). The amount payable to BGCBC shall be an Operating Budget of up to Three Hundred Twelve Thousand Four Hundred Ninety-Five Dollars (\$312,495.00) which amount shall be payable in equal monthly installments for each full month of services. It is the parties' intent that all Operating Budget payments constitute reimbursements of BGCBC's actual expenditures. Within thirty (30) days after the termination or expiration of this Contract, or each September 30 if Contract term is amended, City will conduct a true-up of BGCBC's Operating Budget's actual expenditures. BGCBC shall remit any overpayment to City within thirty (30) days of being notified by the City. City shall not be responsible for any underpayment.

Operating Budget. **Operating Budget items include routine, recurring purchases including items such as staffing, materials and supplies, utilities and repairs and maintenance.** Commencing July 24, 2026 and on the same date of the next fifteen (15) months thereafter, City shall pay BGCBC 1/15th of \$312,495.00 or \$20,833.00, unless this Contract is terminated earlier pursuant to paragraphs 8, 9 or 10 of the Contract. Upon termination or expiration of this Contract, City will conduct a true-up of actual expenditures. BGCBC shall remit any overpayment to City within thirty (30) days of being notified by City.

