

AGREEMENT BETWEEN
CHILDREN’S SERVICES COUNCIL OF ST. LUCIE COUNTY
AND
PORT ST. LUCIE POLICE DEPARTMENT
Safe Return and Wandering Prevention Program

THIS AGREEMENT made as of this 14th day of May, 2026 by and between the CHILDREN’S SERVICES COUNCIL OF ST. LUCIE COUNTY, an independent special taxing district for the State of Florida, whose address is 546 NW University Blvd., Suite 201, Port St. Lucie, FL 34986, hereinafter referred to as COUNCIL, and THE CITY OF PORT ST. LUCIE, a municipal corporation duly established in accordance with Florida law, through its POLICE DEPARTMENT, hereinafter referred to as the PROVIDER, whose address is 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984.

WHEREAS, the PROVIDER is a qualified provider whose application for Special Designations funds has been accepted by the COUNCIL; and

WHEREAS, the COUNCIL has determined that it is in the best interest of the children of St. Lucie County to enter into this Agreement with the PROVIDER.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. **Services.** PROVIDER agrees to provide support for equipment subscriptions as set forth in the approved proposal, a copy of which is on file with the COUNCIL.
2. **Compensation.** COUNCIL agrees to pay PROVIDER an amount not to exceed \$9,910.32, as set forth in the approved PROVIDER’s proposal, a copy of which is on file with the COUNCIL. PROVIDER will submit receipts of expenditures up to the maximum of \$9,910.32. Any expenditure variances from the aforementioned itemized items approved for payment must be requested and explained to COUNCIL. Expenditures incurred which exceed the maximum amount set forth in this Agreement without written authorization from the Council shall be the sole liability of the PROVIDER.
3. **Miscellaneous.** PROVIDER agrees to comply with the provisions set forth below:
 - i. Following the Funding Request Fiscal Guidelines (attached to contract), the CSC Non-Recurring Funded Contracts Form, receipts and any pertinent documentation must be submitted by September 30, 2026.

- ii. The project and the purchase of any related goods and services is being accomplished with use of tax-payer funds and therefore requires PROVIDER to document all expenditures to show reasonable and effective use of these funds. As per CSC Fiscal Policy, equipment purchased with CSC funds becomes the property of CSC if the program terminates within two years of equipment purchase.
- iii. A narrative description on the activities and success of the project including demographics on usage by children and families where appropriate.
- iv. Any acknowledgments or press releases regarding this project will include mention of the support of the Children's Services Council of St. Lucie County and use of CSC logo whenever possible. Please submit copies of any press releases or advertisements with reimbursements.

4. **Independent Contractor.** The PROVIDER is and shall be in the performance of this Agreement, an independent contractor, and not an employee, agent or servant of the Council. All persons responsible for the purchase or implementation of the goods and/or services provided for in this Agreement shall at all times and in all places be subject to the PROVIDER's sole direction, supervision, and control. The PROVIDER shall exercise control over the means and manner in which it and its employees comply with this Agreement. In performing its obligations hereunder, each party agrees to comply in all material respects with all applicable laws, rules and regulations. The PROVIDER hereby binds its successors and assigns in respect to all covenants of this Agreement.

5. **Waiver.** No express or implied consent to or waiver of, any breach or default by the other party, in the performance of the obligations hereunder, shall be deemed or construed to be a consent to, or waiver of, any breach or default in the performance hereunder.

6. **Public Entity Crimes.** The PROVIDER acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not reply on a contract with a public entity or be awarded or perform work as a 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 Section 287.017, Florida Statutes (Category 2) for a period of 36 months.

7. **Survivability; Severability.** Any provision of the Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of the Agreement shall survive its expiration or earlier termination. If any term or provision of this Agreement, or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of the Agreement shall not be affected, and every other term, provision, and application thereof shall be deemed valid and enforceable to the extent permitted by law.

8. **Public Records.** Regarding business and records directly related to this Agreement, PROVIDER shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the COUNCIL as provided under section 119.011(2), Florida Statutes, specifically agrees to:

- i. Keep and maintain public records required by the COUNCIL to perform the service.
- ii. Upon request from the COUNCIL's custodian of public records or designee, provide the COUNCIL with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- iii. 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 this Agreement and following completion of this Agreement if the PROVIDER does not transfer the records to the COUNCIL.
- iv. Upon completion of this Agreement, transfer, at no cost, to the COUNCIL all public records in possession of the PROVIDER or keep and maintain public records required by the COUNCIL to perform the service. If the PROVIDER transfers all public records to the COUNCIL upon completion of the Agreement, the PROVIDER shall destroy any duplicate public records that are

exempt or confidential and exempt from public records disclosure requirements. If the PROVIDER keeps and maintains public records upon completion of this Agreement, the PROVIDER shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNCIL, upon request from the COUNCIL's custodian of public records or designee, in a format that is compatible with the information technology systems of the COUNCIL.

IF THE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT: CHILDREN'S SERVICES COUNCIL OF ST. LUCIE COUNTY, PHONE: (772) 408-1100, EMAIL: INFO@CSCSLC.ORG, 546 NW UNIVERSITY BLVD, SUITE 201, PORT ST. LUCIE, FL 34986.

9. Entire Agreement. The Council and the PROVIDER agree that this document sets forth the entire agreement 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 Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto. Any conflicts between this Agreement and any PROVIDER terms and conditions shall be resolved in accordance with this Agreement unless otherwise agreed in writing by the COUNCIL.

10. Scrutinized Companies. PROVIDER certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel and shall execute the COUNCIL's "Provider Certification Form Regarding Scrutinized Companies". Pursuant to section 287.135, Florida Statutes, the COUNCIL may immediately terminate this Agreement at its sole option if the PROVIDER or any of its subcontractors are found to have submitted a false certification; or if the PROVIDER or any

of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Agreement.

- i. The PROVIDER agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- ii. The PROVIDER agrees that the certifications in this section shall be effective and relied upon by the COUNCIL for the term of this Agreement, including any and all renewals.
- iii. The PROVIDER agrees that if it or any of its subcontractors' status changes in regard to any certification herein, the PROVIDER shall immediately notify the COUNCIL of the same.

11. **E-Verify.** Pursuant to Section 448.095(5), Florida Statutes, the PROVIDER shall:

- i. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;
- ii. Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien;
- iii. Maintain copies of all subcontractor affidavits for the duration of this Agreement;
- iv. Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes; and
- v. Be aware that if the COUNCIL terminates this Agreement under Section 448.095(5)(c), Florida Statutes, the PROVIDER may not be awarded a public contract for at least 1 year after the date on which the Agreement is terminated and the PROVIDER will be liable for any additional costs incurred by the COUNCIL as a result of the termination of the Agreement.

12. Human Trafficking; Foreign Country of Concern. By its authorized representative's signature below, the PROVIDER attests, under penalty of perjury, that (1) it does not use coercion for labor or services as defined in section 787.06, Florida Statutes; and (2) pursuant to section 287.138, Florida Statutes, the PROVIDER is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the PROVIDER. Capitalized terms used herein have the definitions set forth in Rule 60A-1.020, F.A.C. The parties agree that pursuant to section 92.525, Florida Statutes, the PROVIDER's signature below and this paragraph shall satisfy the affidavit and attestation requirements of sections 787.06 and 287.138, Florida Statutes.

13. Law, Venue, Remedies, Waiver of Jury Trial, Limitation of Liability, Enforcement Costs. The Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in St. Lucie County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THE CONTRACT DOCUMENTS. The COUNCIL shall not be liable to the PROVIDER for any special, incidental or consequential damages of any kind whether or not caused by the COUNCIL's negligence even if the parties have been advised of the possibility of such damages. If any legal action or other proceeding is brought for the enforcement of the Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of the Agreement, the parties agree that each party shall be responsible for its own attorney's fees.

14. Insurance. The PROVIDER shall, at its own expense, procure and maintain

throughout the term of this Agreement, the types and amounts of insurance conforming to the minimum requirements satisfactory to the COUNCIL and including the COUNCIL as and Additional Insured on applicable coverages. Any such insurance shall apply on a primary basis. The PROVIDER shall not commence performance hereunder until the required insurance, if any, is in force. Compliance with any insurance requirements shall not limit the liability of the PROVIDER.

FOR THE PROVIDER ONLY: By my signature below, under penalties of perjury, I declare and attest that I am an authorized representative of the PROVIDER, and I have read the foregoing paragraph 13. **Human Trafficking; Foreign Country of Concern** required by sections 787.06 and 287.138, Florida Statutes, and the facts stated in it are true.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized officials.

**CHILDREN'S SERVICES COUNCIL
OF ST. LUCIE COUNTY**

CITY OF PORT ST. LUCIE

BY: _____
Sean Boyle, Chief Executive Officer

BY: _____
Leo Niemczyk, Chief of Police

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: _____
Glen J. Torcivia, Attorney