

**Contract
between
Children's Services Council of Martin County
and
Martin County
for
After School / Out of School**

I. PURPOSE

The Children's Services Council of Martin County, hereinafter referred to as "CSCMC", and Martin County, hereinafter referred to as "Provider", enter into this mutual Contract, including all its Attachments, as applicable, referred to herein for the period commencing **October 1, 2025, and extending through September 30, 2026.**

II. STAFF

The Provider agrees to employ staff, at its expense, to execute services provided in accordance with this Contract. Such individuals shall not be considered employees of CSCMC and are subject to the supervision, personnel practices, and policies of the Provider. Unless otherwise approved by CSCMC, all staff shall meet qualifications, as stated in the submitted CSCMC Application and job descriptions, and any approved revisions.

III. SERVICES

1. The Provider agrees to deliver services to accomplish the performance measurement targets set forth in the Contract and any Special Conditions set forth in Section IX of this Contract, in accordance with recognized child welfare practices as determined by CSCMC.
2. The Provider agrees to provide services only to Martin County residents with the funding provided by the Children's Services Council of Martin County.
3. All CSCMC-funded programs must participate in the fiscal and program components of The Hub-Martin.
4. Entry into this mutual Contract constitutes agreement by the Provider to follow the policies and procedures contained in the CSCMC Program and Funding Policies, some of which are incorporated into this Contract as if set forth in full herein, and to provide services in the manner defined in the CSCMC Application and Supporting Documents submitted by the Provider.

The initials below indicate that the Provider has read the CSCMC Program and Funding Policies document. By signing this document, Provider is bound to and hereby agrees to comply with all of the policies and procedures contained in the CSCMC Program and Funding Policies document as written by CSCMC, or as modified and agreed upon by both parties, pursuant to CSCMC Policy 1.2d, Contract and Policy Compliance Waivers, or other CSCMC waiver approval process, and as may be executed in subsequent mutually agreed upon signed amendments.

_____ George M. Stokus, A.A.E., Assistant County Administrator

_____ Melissa Pietrzyk, Sr. Assistant County Attorney

IV. FUNDS

1. The budget for both CSCMC and other funds (if any) for accomplishing the above stated services are set forth in the approved Budget which is included in this contract. CSCMC agrees to reimburse up to **\$407,347.00** for actual costs incurred for services rendered pursuant to and in accordance with this Contract.
2. All grant allocations are payable from funds appropriated on an annual basis. Notwithstanding anything to the contrary in this Contract, the obligation of CSCMC to provide funding for any year is subject to annual budget and appropriation.

V. METHOD OF PAYMENT

1. CSCMC issues payment on a cost-reimbursement basis for this Contract. CSCMC will reimburse the Provider for expenses incurred by the program that were included in the original budget approved by CSCMC, and any subsequent budget amendments approved by CSCMC, as entered into The Hub-Martin as applicable. Under normal circumstances, as deemed by CSCMC, reimbursement requests submitted by the 10th of the month will be processed by the end of the month. Provider is required to follow reimbursement requirements specified in the CSCMC Program and Funding Policies document. Failure of the Provider to submit reimbursement requests to CSCMC in a timely and/or accurate manner may result in forfeiture of payment.

VI. TERMINATION

1. It is the intent of CSCMC to assure a consistent and orderly delivery of children's services. It is also the intent of CSCMC to terminate contracts in those situations where such action is essential for protection of its interest and the interest of children, as solely determined by CSCMC. CSCMC will reimburse the Provider for all allowable expenses up to the date of termination.
2. Except as provided in Subparagraphs 3 and 4 below, this Contract may be terminated without cause by either party upon no less than 30-days' notice to the other. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.
3. In the event that funds to finance this Contract become unavailable, CSCMC may terminate this Contract upon no less than 24 hours' notice in writing to the Provider. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. CSCMC shall endeavor, whenever possible and consistent with its legal obligations and principles of prudent management, to provide 30-days' notice for termination for lack of funds. CSCMC shall be the final authority as to the availability of funds and the extension of notice beyond the minimum time herein stated. Notwithstanding the foregoing, this Contract shall automatically terminate if CSCMC does not budget and appropriate sufficient funding to make grant payments for any given year.
4. In addition to the rights, as set forth in Paragraph 2 above, this Contract may be terminated by CSCMC for any breach by the Provider of the terms of this Contract, including all its Attachments as applicable, and the CSCMC Program and Funding Policies document, upon 24-hours' written notice. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. CSCMC, at its discretion, may waive any breach by the Provider in writing, but such waiver shall not constitute a waiver of any future breaches, including breaches of the same type. Provided, however, CSCMC agrees to pay for all the Provider's services and expenses incurred pursuant to and in accordance with this agreement up to the date of termination.
5. The above provisions shall not limit CSCMC's right to legal remedies.

VII. LIABILITY

1. Subject to the limitations specified in Section 768.28, Florida Statutes, the Provider agrees to be solely responsible for any injuries, damages, omissions, commissions, actions, causes of actions, claims, suits, judgments, and damages accruing, including court costs and attorney's fees, as a result of services performed or not performed, or any negligent act by the Provider, its officers, employees, representatives, or volunteers arising out of the operation of this Contract. Nothing contained in this Contract shall be construed or interpreted as consent by the Council to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes, as amended from time to time. The provisions and limitations of Section 768.28, Florida Statutes, shall apply to this Contract to claims or actions arising in tort and/or contract. Nothing herein is intended to serve as a waiver of the Provider's sovereign immunity or the provisions of Section 768.28, Florida Statutes, nor shall the same be construed to constitute a consent to be sued by a third party nor an agreement to indemnify CSCMC or any third party for their negligent, willful, or intentional acts or omissions.
2. The Provider shall be responsible for providing insurance as indicated in the CSCMC Program and Funding Policies, as modified by *Part A – Martin County's Section 1.2d Written Policy Compliance Waiver letter*, dated June 11, 2025, and approved by CSCMC's Executive Director via email notification sent to Provider on August 29, 2025 (**EXHIBIT A**). Further, no representation is made that the minimum insurance requirements are sufficient to cover the obligations of the Provider under this Contract.

VIII. COMMENCEMENT OF PAYMENT

1. Unless specifically authorized by CSCMC, payment for services rendered under this Contract shall not commence prior to its effective date, which is the date of Contract execution.

IX. SPECIAL CONDITIONS

1. The Attachments, as applicable, referenced in this Contract are hereby made a part of this Contract and incorporated herein and to the extent that any term in said Attachments conflicts with any term of this Contract, the terms of the Attachment shall control to the extent of such conflict. Where there is a conflict between this Contract with its Attachments as compared to the CSCMC Program and Funding Policies, then this Contract with its Attachments shall control.
2. **The following condition(s) apply to this CSCMC-funded program:**
 - a. Provider will participate in the Prime Time Martin County Out-of-School Time (OST) Quality Improvement (QI) Initiative, including all assessment, training, satisfaction survey activities, and ongoing Quality Improvement services, including action plan development, self-assessment training, and site supports.
 - b. Provider will attend all offered Prime Time Martin County-based professional development trainings and the Prime Time Annual Symposium, via a minimum of two (2) OST staff per OST program site.
 - c. The Provider will be required to submit a Crisis Management Plan by the Mid-Year Program Performance Review Visit.

X. CONTRACT COMPONENTS AND AMENDMENTS (CSCMC Policy 2.4)

The CSCMC Contract including, but not limited to, the Program and Funding Policies, Performance Measurements, Measurement Instruments, Minimum Service Levels, Special Conditions, and Budget, *Part A – Martin County's Section 1.2d Written Policy Compliance Waiver letter* dated June 11, 2025, and approved by CSCMC's Executive Director via email notification sent to Provider on August 29, 2025 (**EXHIBIT A**), as well as Attachments and Addendums to the Contract, as applicable, constitute the contractual relationship between the Provider and CSCMC. No amendments to the CSCMC Contract components may be made without the prior written approval of CSCMC.

XI. CONTRACT WAIVER (CSCMC Policy 2.5)

CSCMC reserves the right to waive requirements of this CSCMC Contract and its Attachments, as applicable, when warranted.

XII. ASSIGNMENTS AND SUBCONTRACTS (CSCMC Policy 5.9)

The Provider shall not assign the responsibility of this CSCMC Contract to another party or subcontract for any of the services provided under this CSCMC Contract without prior written approval of CSCMC. CSCMC may, in its sole discretion, refuse to approve any assignment or subcontract. No approval by CSCMC of any assignment or subcontract shall be deemed an obligation by CSCMC to provide funds in addition to the total dollar amount stated in this CSCMC Contract.

If the Provider enters into a subcontract for the provision of any portion of services funded by CSCMC, the Provider must provide a copy of that subcontract to CSCMC with the signed CSCMC Contract and/or to the program's assigned CSCMC contract manager, or other designated CSCMC staff member if the subcontract is executed during the contract year.

All such assignments or subcontracts for which CSCMC funds are utilized shall be subject to the conditions of this CSCMC Contract and its Attachments, as applicable. The Provider must have a monitoring and evaluation process in place in order to determine that the Subcontractors are in compliance with their Subcontract Agreements. The Provider must submit a Subcontractor summary report to CSCMC at mid and end of contract term that should include, but is not limited to, confirmation that appropriate licensure/certifications are maintained; there is no current litigation between the Provider and any Subcontractor as related to the CSCMC funded program, namely Parks and Recreation Department's After School, Out of School, or S.P.L.A.S.H. programs; verification that contracted deliverables/services are completed to the Provider's satisfaction; and the date that the evaluation process was completed.

XIII. NONDISCRIMINATION POLICY (CSCMC Policy 5.7)

The Provider agrees that it does not and shall not discriminate against any person on the grounds of race, color, gender, disability, national origin, ancestry, age, religion, marital status, sexual orientation, veteran's status, familial status, gender identity or expression, or political belief in any of its activities or operations. These activities include, but are not limited to, hiring and firing of staff; provision of benefits; selection of volunteers, vendors, or subcontractors; or admission to, participation in, or receipt of the services and benefits of any of its CSCMC-funded programs and activities. The Provider also agrees to maintain reasonable access for persons with disabilities. These conditions apply whether the services and benefits are carried out by the Provider directly or through a CSCMC-funded Subcontractor. CSCMC and its funded programs may designate services for specific target populations, based on the identified community needs, per the current CSCMC Strategic Plan.

XIV. PUBLIC RECORDS RETENTION (CSCMC Policy 5.15d)

The Provider and CSCMC agree to retain all fiscal and program records, supporting documentation, and any other documents pertinent to the CSCMC Contract for a period of five years after termination of the CSCMC Contract. If any audit, litigation, claim, negotiation, or other action involving the records has been initiated before the expiration for the five-year retention period, all records shall be retained until completion of such action and resolution of all issues which arise from it.

XV. PUBLIC RECORDS LAW COMPLIANCE (CSCMC Policy 5.16)

CSCMC and the Provider are both public agencies in Florida and as such, both parties acknowledge and shall adhere to the Public Records Laws as indicated in *Part A – Martin County's Section 1.2d Written Policy Compliance Waiver letter*, dated June 11, 2025, and approved by CSCMC's Executive Director via email notification sent to Provider on August 29, 2025 (**EXHIBIT A**) and hereby agree to comply with all applicable public records laws, including, without limitation:

CSCMC and the Provider will keep and maintain public records required by CSCMC to perform the services pursuant to Section III. SERVICES of this CSCMC Contract.

Upon request from CSCMC's or the Provider's custodian of public records, CSCMC or the Provider will provide the other 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 Florida Statutes Chapter 119 or as otherwise provided by law.

The Provider will 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 CSCMC Contract term and following completion of this CSCMC Contract if the Provider does not transfer the records to CSCMC.

Upon completion of this CSCMC Contract, the Provider will transfer, at no cost, to CSCMC all public records in possession of the Provider or keep and maintain public records required by CSCMC to perform the services pursuant to Section III. SERVICES of this CSCMC Contract. If the Provider keeps and maintains public records upon completion of this CSCMC Contract, the Provider shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CSCMC, upon request from CSCMC's custodian of public records, in a format that is compatible with the information technology systems of CSCMC.

IF CSCMC OR THE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CSCMC'S OR THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CSCMC CONTRACT, CONTACT THE CSCMC CUSTODIAN OF PUBLIC RECORDS AT CHILDREN'S SERVICES COUNCIL OF MARTIN COUNTY, 101 S.E. CENTRAL PARKWAY, STUART, FL 34994-5905; (772) 288-5758; CSCMC@CSCMC.ORG OR THE PROVIDER'S CUSTODIAN OF PUBLIC RECORDS AT (772) 419-6959, PUBLIC_RECORDS@MARTIN.FL.US, MARTIN COUNTY, ATTN: PUBLIC RECORDS LIAISON, 2401 SE MONTEREY ROAD, STUART, FLORIDA 34996.

XVI. TRANSPORTATION

If children are being transported by, or on behalf of, the Provider, or a vehicle is otherwise being used by the CSCMC-funded program, whether in Provider, Subcontractor, or Employee owned, rented, leased, non-owned, and any other hired vehicles, the Provider must comply with the following requirements:

- All drivers must have a valid driver's license with the appropriate class certification (if applicable). A copy of each driver's license must be on file with the Provider.
- All vehicles must be insured as specified in the CSCMC Program and Funding Policies as modified by *Part A – Martin County's Section 1.2d Written Policy Compliance Waiver letter*, dated June 11, 2025, and approved by CSCMC's Executive Director via email notification sent to Provider on August 29, 2025 (**EXHIBIT A**). A transportation permission form must be signed by the parent or guardian of each child being transported (applies only when children are being transported). A copy of each form must be on file with the Provider.

XVII. MISCELLANEOUS PROVISIONS

1. Entire Agreement. This Contract, including its Attachments, Exhibits and Amendments, as applicable, and other incorporated documents, contains all the terms and conditions agreed upon by the parties with respect to the subject matter of this Contract. No other agreements regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.
2. Severability. If any provision of this Contract or the application thereof to any person or circumstances shall be invalid or unenforceable to any extent, the remainder of this Contract and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.
3. No Third-Party Benefits. The parties to this Contract do not intend any provision of this Contract to create any third-party beneficiaries or to confer any benefit or enforceable right upon anyone other than the parties hereto.
4. Sovereign Immunity. This Contract shall not be construed as constituting a waiver of any rights to sovereign immunity granted to the CSCMC and the Provider under the laws or Constitution of the State of Florida.
5. Compliance with Laws. In performing its obligations hereunder, each party agrees to comply in all material respects with all applicable laws, rules, and regulations. During the term of this Contract, the Provider shall ensure that it is duly organized, validly existing and in good standing under the laws of Florida. If the CSCMC becomes aware that a Provider's corporate status has been administratively dissolved or is otherwise not active, the CSCMC may terminate the Contract if the Provider does not have its corporate status reinstated within thirty (30) days written notice by the CSCMC.
6. Waiver of Jury Trial, Remedies. 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 THIS CONTRACT. The exclusive venue for any lawsuit arising from, related to, or in connection with this Contract shall be in the state courts of the Nineteenth Judicial Circuit in and for Martin County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every 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.
7. 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 submit a bid, proposal, or reply on a contract to provide any goods or services 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 Section 287.017, Florida Statutes for Category Two (currently \$35,000.00) for a period of 36 months following the date of being placed on the convicted vendor list.
8. Time. Time is of the essence in all respects under this Contract.

XVII. MISCELLANEOUS PROVISIONS (continued)

9. Scrutinized Companies.

1. 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 CSCMC's "Provider Certification Form Regarding Scrutinized Companies". Pursuant to Section 287.135, Florida Statutes, the CSCMC may immediately terminate this Contract, 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 Contract.
2. The Provider agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Contract.
3. The Provider agrees that the certifications in this section shall be effective and relied upon by the CSCMC for the term of this Contract, including any and all renewals.
4. 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 CSCMC of the same.
5. As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

10. Notices. All notices required to be given pursuant to this Contract shall be sent or delivered to the following address:

CSCMC Mailing Address:

Children's Services Council of Martin County
101 S. E. Central Parkway
Stuart, Florida 34994

With courtesy copy emailed to: cscmc@cscmc.org

Provider Mailing Address:

Martin County Board of County Commissioners
c/o Katie Comack
2401 SE Monterey Road
Stuart, FL 34996

With courtesy copy emailed to: MCParksGrants@martin.fl.us

11. E-Verify - Pursuant to Section 448.09, Florida Statutes, "Unauthorized aliens; employment prohibited" and Pursuant to Section 448.095, Florida Statutes, "Employment eligibility", the Provider shall:

1. 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 Contract) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees. Provider may be requested by CSCMC to provide an attested confirmation to CSCMC of its status as using the E-Verify system, and an attested confirmation of its subcontractors' status (providing services or receiving funding under this Contract) as using the E-Verify system, or that Provider of subcontractor is legally exempt from using the E-Verify system. Failure to provide such attested confirmation to CSCMC may be a material breach of this Contract;
2. Secure an affidavit from all subcontractors (providing services or receiving funding under this Contract) stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien;
3. Maintain copies of all subcontractor affidavits for the duration of this Contract;
4. Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;
5. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Contract; and
6. Be aware that if the CSCMC terminates this Contract under Section 448.095(2)(c), Florida Statutes, the Provider may not be awarded a public contract for at least 1 year after the date on which the Contract is terminated and will be liable for any additional costs incurred by the CSCMC as a result of the termination of the Contract.

XVII. MISCELLANEOUS PROVISIONS (continued)

12. Coerced Labor and Services and Foreign Country of Concern. Pursuant to Section 787.06(13), Florida Statutes, and Section 287.138, Florida Statutes, as amended from time to time, the PROVIDER shall have an authorized officer or representative execute an affidavit under penalty of perjury (1) attesting that the PROVIDER does not use coercion for labor or services as defined in Section 787.06 to the extent applicable; and (2) attesting to statements addressing entities of foreign countries of concern as required under Section 287.138.
13. CSCMC Policies, as stated in the CSCMC Program and Funding Policies document (March 2025 version) are amended as requested by the Provider in the *Part A – Martin County's Section 1.2d Written Policy Compliance Waiver letter*, dated June 11, 2025, and approved by CSCMC's Executive Director via email notification sent to Provider on August 29, 2025 (**EXHIBIT A**) pertaining to CSCMC Policy 5.6 Insurance; Policy 5.8 Confidential Information; Policy 5.9 Assignments and Subcontracts; Policy 5.10 Notification Policies, 5.10a Critical Events or Circumstances; Policy 5.16 Public Records Law Compliance; Policy 6.2 Audit Policy; and other CSCMC Policies as stated in this Contract.

In addition, Policy 5.11 is amended as follows, with all other terms of this policy remaining applicable to this Contract.

a. COMMUNITY OUTREACH REQUIREMENTS (*CSCMC Policy 5.11*)

- When a CSCMC-funded program is highlighted, the CSCMC logo below the words "Proudly Supported By" must be prominently displayed on all Provider outreach sources, including:

**Martin County
After School / Out of School**

**PERFORMANCE MEASUREMENTS
FY 2025-2026**

Participant Level Performance Measurements (CDG)

All Primary Participants will be measured through the Performance Measurement reporting module in The Hub-Martin within a twelve-month period. The Provider agrees to collect performance measurement data using the method agreed upon by the Provider and CSCMC staff. Any change to the agreed upon method of measurement must first be negotiated with CSCMC staff.

<u>Performance Measure ID</u>	<u>Performance Measure Description</u>	<u>Target Level %</u>
2871	80% of participants in Kindergarten through third grade who receive support services during summer programming by certified teachers focused on the literacy topic of phonics, using the "Drops in the Bucket" assessment instrument, will have a post-score of any maintenance level or increase, compared to the pre-score. Utilization Target: 50 participants	80%

Manual Performance Measurements

<u>Performance Measure ID</u>	<u>Performance Measure Description</u>
MPM-4438	Report the following items related to Teen Programming to CSCMC at mid-year and contract year-end: a. the total unique number of teen attendees, at any level of attendance b. for each month, the unique number of teens that attended and c. for each month, a list of the activities (name/type) provided specifically for teens.
MPM-4439	Upon receipt from Prime Time PBC, Inc., for all OST program sites (participants in 2 nd grade and higher), submit to CSCMC both the 'baseline' and 'impact/change' Staff Rating of Youth Behavior (SRYB) reports, administered per academic year time frames. At contract mid-year, submit a written narrative depicting what strategies, activities, etc., have been initiated in support of advancing OST participants in lower skill set ranges (i.e., 'emerging' and 'delay') toward a higher proportion of participants reported in the academic year-end SRYB report within skill set ranges that indicate stability, positive change, etc.
MPM-4440	Quantified during/reported by the end of Quarter 1 each CSCMC contract year, the participant OST program site(s) will maintain or show any increment of progress/improvement in all goals included in their individualized Action Plan, developed with the Prime-Time Martin County OST Quality Improvement Initiative.

Contracted Service Levels
Participant Level Minimum Service Levels (CDG)

Primary Participants

Contracted Primary Youth:	240
Contracted Primary Adults:	0
Total Contracted Primary Participants:	240

Secondary Participants

Estimated Secondary Youth:	0
Estimated Secondary Adults:	0
Total Estimated Secondary Participants:	0

Group Level Minimum Service Levels (Group Activity)
Section I: Minimum Service Levels for Group Activity

Contracted Group Youth:	1500
Contracted Group Adults:	0
Total Contracted Group Participants:	1500

Minimum Service Level ID

Minimum Service Level Description

MMSL-2049	175 youth to participate in Junior Achievement curricula.
-----------	---

Martin County
After School / Out of School

CURRENT & PROPOSED OPERATING BUDGET
(ROUND NUMBERS UP TO THE NEAREST DOLLAR)

ACCT# TITLE	(1) 2024-2025 PROG. BUDG.	(2) 2025-2026 PROG. BUDG.	(3) % CHG.	(4) 2024-2025 ORIG. ALLOC.	(5) 2025-2026 ORIG. ALLOC.	(6) % CHG.
Salary Accounts:						
569.120 Regular Salaries and Wages	\$327,454.30	\$342,537.67	5.00%	\$85,449.00	\$89,635.00	5.00%
Total Salary:	\$327,454.30	\$342,537.67	5.00%	\$85,449.00	\$89,635.00	5.00%

Fringe Accounts:						
569.210 FICA	\$20,302.17	\$21,553.65	7.00%	\$0.00	\$0.00	0.00%
569.220 Retirement Contributions	\$44,632.03	\$47,383.75	7.00%	\$0.00	\$0.00	0.00%
569.230 Life and Health Insurance	\$88,754.67	\$95,495.80	8.00%	\$0.00	\$0.00	0.00%
569.240 Workers Compensation	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	0.00%
569.250 Unemployment Compensation	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	0.00%
Total Fringe:	\$153,688.87	\$164,433.20	7.00%	\$0.00	\$0.00	0.00%

Operating Expense Accounts:						
569.270 Conference/Training	\$750.00	\$750.00	0.00%	\$0.00	\$0.00	0.00%
569.450 Other/Miscellaneous	\$367,961.88	\$374,845.52	2.00%	\$245,000.00	\$260,212.00	7.00%
569.460 Other/Contract	\$61,415.00	\$61,415.00	0.00%	\$48,000.00	\$48,000.00	0.00%
569.470 Program Supplies	\$11,000.00	\$11,000.00	0.00%	\$9,500.00	\$9,500.00	0.00%
569.480 Other/Special Project	\$23,152.50	\$23,152.50	0.00%	\$0.00	\$0.00	0.00%
Total Operating Expense:	\$464,279.38	\$471,163.02	2.00%	\$302,500.00	\$317,712.00	6.00%

Total Program Expenses:	\$945,422.55	\$978,133.89	4.00%	\$387,949.00	\$407,347.00	6.00%
--------------------------------	---------------------	---------------------	--------------	---------------------	---------------------	--------------

**Martin County
After School / Out of School**

**SALARY AND FRINGE PREPARATION
FISCAL YEAR 2025-2026**

Position	Staff	% Time Hrs/Wk # Wks	Gross Salary 2025-2026	Salary In Program 2025-2026	Fringe In Program 2025-2026	CSCMC Request For Salary 2025-2026	CSCMC Request For Fringe 2025- 2026	Salary Funding % 2025- 2026
Recreation Coordinator (2232) (2189)	Anderson, Jesse (2172); Durante, James (3181)	100% 40 52	\$49,582.00	\$49,582.00	\$32,617.00	\$12,396.00	\$0.00	25.00%
Recreation Coordinator (2234) (2191)	Paseta, Jorge (2350)	100% 40 52	\$54,680.00	\$54,680.00	\$32,678.49	\$13,670.00	\$0.00	25.00%
Recreation Coordinator (2236) (2193)	Bright, Ainsley (2924); Difre, Jordan (2507); Jimenez, Veronica (2795)	100% 40 52	\$50,686.00	\$50,686.00	\$18,508.00	\$50,686.00	\$0.00	100.00%
Recreation Coordinator (2238) (2195)	Farias, Leticia (2352); Jimenez, Veronica (2795)	100% 40 52	\$51,532.00	\$51,532.00	\$18,675.00	\$12,883.00	\$0.00	25.00%
Recreation Planning and Grants Coordinator (2429) (2409)	Comack, Kaitlyn (2908); Richmond, Savannah (2720)	75% 40 52	\$63,905.28	\$47,928.96	\$25,880.62	\$0.00	\$0.00	0.00%
Recreation Supervisor (2240) (2197)	Jones, Annette (1872)	65% 40 52	\$74,693.96	\$48,551.07	\$15,124.20	\$0.00	\$0.00	0.00%
Recreation Supervisor (2241) (2198)	Mihalik, Lauren (2509)	60% 40 52	\$65,962.74	\$39,577.64	\$20,949.89	\$0.00	\$0.00	0.00%
TOTALS:			\$411,041.98	\$342,537.67	\$164,433.20	\$89,635.00	\$0.00	26.17%

Martin County
After School / Out of School
PROGRAM BUDGET REPORT
FISCAL YEAR 2025-2026

Account #	Account Name	Narrative	Program Budget	CSC Allocation	Amended CSC
-----------	--------------	-----------	----------------	----------------	-------------

Salary and Fringe Narrative

569.120	Regular Salaries and Wages		\$342,537.67	\$89,635.00	\$0.00
---------	----------------------------	--	--------------	-------------	--------

Other Funders

Funding Organization	Amount
Board of County Commissioners - Martin County	\$252,902.67
Total:	\$252,902.67

569.210	FICA		\$21,553.65	\$0.00	\$0.00
---------	------	--	-------------	--------	--------

Other Funders

Funding Organization	Amount
Board of County Commissioners - Martin County	\$21,553.65
Total:	\$21,553.65

569.220	Retirement Contributions		\$47,383.75	\$0.00	\$0.00
---------	--------------------------	--	-------------	--------	--------

Other Funders

Funding Organization	Amount
Board of County Commissioners - Martin County	\$47,383.75
Total:	\$47,383.75

Account #	Account Name	Narrative	Program Budget	CSC Allocation	Amended CSC
-----------	--------------	-----------	----------------	----------------	-------------

569.230	Life and Health Insurance		\$95,495.80	\$0.00	\$0.00
---------	---------------------------	--	-------------	--------	--------

Other Funders

Funding Organization	Amount
----------------------	--------

Board of County Commissioners - Martin County	\$95,495.80
---	-------------

Total:	\$95,495.80
---------------	--------------------

569.240	Workers Compensation		\$0.00	\$0.00	\$0.00
---------	----------------------	--	--------	--------	--------

Other Funders

Funding Organization	Amount
----------------------	--------

Total:	\$0.00
---------------	---------------

569.250	Unemployment Compensation		\$0.00	\$0.00	\$0.00
---------	---------------------------	--	--------	--------	--------

Other Funders

Funding Organization	Amount
----------------------	--------

Total:	\$0.00
---------------	---------------

Salary and Fringe Totals:	\$506,970.87	\$89,635.00	\$0.00
----------------------------------	---------------------	--------------------	---------------

Operating Expense Budget Narrative

569.270	\$750 for State required Child Care Facility Licensing requirements and training 10/01/2025-09/30/2026.	\$750.00	\$0.00	\$0.00
	Conference/Training			
	Original Budget Calculation			
	750			

Account #	Account Name	Narrative	Program Budget	CSC Allocation	Amended CSC
-----------	--------------	-----------	----------------	----------------	-------------

Other Funders

Funding Organization	Amount
Board of County Commissioners - Martin County	\$750.00
Total:	\$750.00

569.450	Other/Miscellaneous	10/01/2025 to 09/30/2026 AfterSchool/Out of School positions to maintain appropriate ratios for supervision and facilitation of After School/Out of School and Summertime Programming for up to 52 weeks at multiple program sites (JASE, GAAP, REACH, Teens). 1 Nutrition Driver for up to 52 weeks. A portion of ReSource Government Staff accounts as county match funding. Original Budget Calculation 374845.52	\$374,845.52	\$260,212.00	\$260,212.00
---------	---------------------	---	--------------	--------------	--------------

Other Funders

Funding Organization	Amount
Board of County Commissioners - Martin County	\$114,633.52
Total:	\$114,633.52

569.460	Other/Contract	\$30,915 (GAAP, REACH, JASE, and TEENS Programs) for contracted and subcontract programming throughout the school year and Summer months. Will cover offsite field trips during Winter, Spring and Summer breaks. Will also be used to obtain Bus Transportation Services for field trips. \$19,000 would be dedicated for tutoring and other educational programming to be incorporated within the programs	\$61,415.00	\$48,000.00	\$48,000.00
---------	----------------	--	-------------	-------------	-------------

Account #	Account Name	Narrative	Program Budget	CSC Allocation	Amended CSC
-----------	--------------	-----------	----------------	----------------	-------------

throughout the school year and Summer months. \$2,500 to be spent on community events such as movie nights, parent's nights out, and community outreach programs. \$9,000 is set aside for TEEN events such as dodgeball tournaments, movie nights, open hang nights at county community centers, TEEN incentive trips, and other teen events.

Original Budget Calculation
61415

Other Funders

Funding Organization	Amount
----------------------	--------

Board of County Commissioners - Martin County	\$13,415.00
---	-------------

Total:	\$13,415.00
---------------	--------------------

569.470	Program Supplies	\$6,000 to be used for recreational program supplies for JASE, GAAP, REACH, and Teens such as playground balls, frisbees, jump ropes, cones, board games, educational items, technology-based programs, and other various arts and craft supplies. \$4,000 to be used for t-shirts for staff members and Summer Camp participants. \$500 to be used for 4-H agricultural supplies such as hand shovels, garden gloves, rakes, soil, water hoses, seeds, STEM program tools and other gardening and agricultural supplies for gardening, cultivating, and harvesting. \$500 to be used for educational materials such as workbooks, lesson plans, technology-based programs, study guides, and social emotional learning program materials.	\$11,000.00	\$9,500.00	\$9,500.00
---------	------------------	--	-------------	------------	------------

Account #	Account Name	Narrative	Program Budget	CSC Allocation	Amended CSC
-----------	--------------	-----------	----------------	----------------	-------------

Original Budget Calculation
11000

Other Funders

Funding Organization	Amount
----------------------	--------

Board of County Commissioners - Martin County	\$1,500.00
---	------------

Total:	\$1,500.00
---------------	-------------------

569.480	10/01/2025 to 09/30/2026 In-Kind Summer Feeding Program with Martin County School District - Lunch - (\$3.50/lunch x 147 lunches/day x 5 days/week x 9 weeks) = \$23,152.50	\$23,152.50	\$0.00	\$0.00
	Other/Special Project			
	Original Budget Calculation 23152.50			

Other Funders

Funding Organization	Amount
----------------------	--------

Martin County School District	\$23,152.50
-------------------------------	-------------

Total:	\$23,152.50
---------------	--------------------

Operating Expense Budget Totals:		\$471,163.02	\$317,712.00	\$317,712.00
Grand Totals:		\$978,133.89	\$407,347.00	\$317,712.00

Other Funders				
Funding Organization	Amount			
Funds from Government Sources - Board of County Commissioners - Martin County	\$547,634.39			
Funds from Government Sources - Martin County School District	\$23,152.50			
	Total	\$570,786.89		

Audit Trail	
Create: Katie Comack (45912) created document	06/30/2025 01:06 PM
Forwarded document from Agency Creator to Agency Reviewer 1 (Savannah Richmond).	07/01/2025 06:28 PM
Rejected document from Agency Reviewer 1 back to Agency Creator (Katie Comack). Reason: Rejected	07/01/2025 06:43 PM
Forwarded document from Agency Creator to Agency Reviewer 1 (Savannah Richmond).	07/01/2025 06:50 PM
Rejected document from Agency Reviewer 1 back to Agency Creator (Katie Comack). Reason: Rejected	07/01/2025 07:01 PM
Forwarded document from Agency Creator to Agency Reviewer 1 (Savannah Richmond).	07/01/2025 07:05 PM
Forwarded document from Agency Reviewer 1 to Agency Submitter (Kevin Kirwin).	07/02/2025 12:03 PM
Submitted document from Agency Submitter to CSC Reviewer 1 (Cara Good) for approval.	07/02/2025 04:11 PM
Forwarded document from CSC Reviewer 1 to CSC Final Approver (Zackery Hackley).	07/07/2025 12:58 PM
Approved document.	07/28/2025 08:04 PM

**Martin County
After School / Out of School**

SOURCES OF REVENUE

Funder Type/Funder	2023-2024 Total	2024-2025 Budget	2024- 2025 Amend	2024-2025 Total	2025-2026 Budget	2025- 2026 Amend	2025-2026 Total	Percent Increase Decrease
Funds from Government Sources								
Board of County Commissioners - Martin County	\$525,307.79	\$534,321.05	\$0.00	\$534,321.05	\$547,634.39	\$0.00	\$547,634.39	3%
Martin County School District	\$23,152.50	\$23,152.50	\$0.00	\$23,152.50	\$23,152.50	\$0.00	\$23,152.50	0%
	\$548,460.29	\$557,473.55	\$0.00	\$557,473.55	\$570,786.89	\$0.00	\$570,786.89	3.00%
Grand Total	\$548,460.29	\$557,473.55	\$0.00	\$557,473.55	\$570,786.89	\$0.00	\$570,786.89	3.00%

FY 2025-2026 Totals

Total Amended Program Revenue	\$978,133.89
Total Program Budget	\$978,133.89
Difference	\$0.00
Total Amended CSC Allocation	\$407,347.00
Total Program Budget	\$407,347.00
Difference	\$0.00

MARTIN COUNTY

REVIEWED BY:

Kevin Abbate, Director Parks and Recreation Dept.

Date

**CHILDREN'S SERVICES COUNCIL
OF MARTIN COUNTY**

David L. Heaton, Executive Director

Date

MARTIN COUNTY

George M. Stokus, A.A.E., Assistant County Administrator

Date

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Melissa Pietrzyk, Sr. Assistant County Attorney

Date



MARTIN COUNTY
BOARD OF COUNTY COMMISSIONERS
2401 S.E. MONTEREY ROAD • STUART, FL 34996

EXHIBIT A

EILEEN VARGAS
STACEY HETHERINGTON
J. BLAKE CAPPS
SARAH HEARD
EDWARD V. CIAMPI

Commissioner, District 1
Commissioner, District 2
Commissioner, District 3
Commissioner, District 4
Commissioner, District 5

DON G. DONALDSON, P.E. County Administrator
SARAH W. WOODS County Attorney

TELEPHONE (772) 288-5400
WEBSITE www.martin.fl.us

This document may be reproduced upon request in an alternative format by contacting the County ADA Coordinator (772) 320-3131, the County Administration Office (772) 288-5400, Florida Relay 711, or by completing our accessibility feedback form at www.martin.fl.us/accessibility-feedback.

PART A
MARTIN COUNTY'S SECTION 1.2D WRITTEN
POLICY COMPLIANCE WAIVER

June 11, 2025

David Heaton
Executive Director
Children Service's Counsel of Martin County
101 SE Central Parkway, Stuart, Florida 34994

Dear Mr. Heaton,

Pursuant to Section 1.2d of the October 2025 Children's Services Council of Martin County's (CSCMC) Program and Funding Policies ('Policy'), Martin County, through its Parks and Recreations Department ('Provider'), is requesting the following waivers or modifications to the **Policy** as indicated below for the 2025-2026 funding year, Martin County/Provider is unable, or unduly burdened, to comply with some of these requirements due to its status as a governmental entity.

The following are the requested changes, with the key as follows:

- Explanation in **blue**
- Original language in black
- Language struck in **black, bolded, and strike-through**
- Added language in **red**

PART A
POLICY MODIFICATIONS

Regarding section 5.6:

The Provider is a member of the Treasure Coast Risk Management Program (TRICO), which is a qualified self-insured risk sharing pool that includes Martin County, the City of Stuart, the City of Port St. Lucie, and St. Lucie County. This pool insures for general liability, auto liability, Workers Compensation, Public

Officials Liability, as well as holding additional and excess coverage in various areas. The Provider does not hold professional liability because we are a public entity, not a private business. Our Public Officials Liability protects public officials, employees, and our entity from liability arising from official duties, such as claims of errors, misstatements, breaches of duty. The Provider is able to provide a COI for verification of membership, should CSCMC request one.

Additionally, as the Provider does not have access to the records of Florida Highway Safety and Motor Vehicles, Provider cannot provide an affidavit attesting that it is in possession of valid driver's license of an employee or subcontractor, the Provider is able to provide a copy of the driver's license collected. Provider collects Certificates of Insurance from Subcontractors which are the best evidence of coverage as provider is relying on this documentation as proof of insurance and cannot attest to any personal knowledge of the issuance of the COI. The requested changes to 5.6 are as follows:

5.6 Insurance

Insurance Requirements for Governmental Entities

- Governmental entities, defined as any city, county, special district, or other governmental body within the State of Florida, that are exempt from specific insurance coverage levels must submit proof of statutory insurance coverage but are not required to comply with the specific levels of coverage required herein under the "Insurance for Non- Governmental Entities" section of this policy. Without waiving the right to sovereign immunity as provided by Section 768.28, Florida Statutes, governmental entities must acknowledge to be self-insured for General Liability and Workers' Compensation, as well as Automobile Liability and **Professional Public Officials** Liability as applicable per the definitions stated in this policy, under Florida's sovereign immunity statutes with coverage limits of \$200,000 per person and \$300,000 per occurrence, or such monetary waiver limits that may change and be set forth by the legislature. Acceptable proof of statutory insurance coverage must be provided to CSCMC and may include a copy of the relevant statutory provisions, a certificate of self-insurance, a letter from the entity's risk management department confirming coverage, or other documentation deemed sufficient by CSCMC.
 - In the event, a governmental entity maintains third-party insurance, in lieu of exclusive reliance of self-insurance, for any of the insurance coverages required in the "Insurance for Non- Governmental Entities" section of this policy, or other coverages as deemed necessary by CSCMC, the governmental entity will agree to maintain said insurance policies at limits not less than the coverage amounts stated under the "Insurance for Non- Governmental Entities" section of this policy and must provide proof of such insurance coverages to CSCMC upon request.

Insurance Requirements for Non-Governmental and Governmental Entities

- Employee and/or Subcontractor Vehicle Use: If the Provider's employee and/or subcontractor utilizes a motor vehicle that is owned, rented, leased, non-owned, and any other hired vehicle by the employee or subcontractor for the provision of services of a CSCMC- funded program, then the Provider is required to verify that the employee's and/or subcontractor's Automobile Insurance is at least the minimum amounts and types of coverage required by the State of Florida
- Driver's License: If the Provider's employees and/or subcontractors utilize a motor vehicle for the CSCMC-funded program, the Provider is required to keep a copy of the employee's and subcontractor's valid driver's license on file. CSCMC may, in its sole discretion, require the Provider to submit to CSCMC, ~~either an affidavit acknowledging compliance with this requirement or~~ a copy of the applicable driver's license(s).
- Subcontracts: If the Provider enters into a subcontract for the provision of services of any portion of services funded by CSCMC, it shall be the responsibility of the Provider to ensure that all insurance necessary for the provision of services by the subcontractor is met. This includes but is not limited to General Liability, Workers' Compensation, Automobile Liability, and Professional Liability pursuant to CSCMC's policies.
 - Upon request, the Provider shall furnish to CSCMC ~~an affidavit acknowledging compliance or~~ copies of the **subcontractor's** Certificates of Insurance with respect to all insurance coverages necessary for the provision of services. ~~If a subcontractor does not have applicable insurance coverage, the Provider's certificates of insurance furnished to CSCMC shall include a notation that the subcontractor is provided coverage under the Provider's insurance policies.~~
 - Copies of the subcontractor's Certificates of Insurance must be furnished to the Provider prior to the commencement of work by the subcontractor. The Certificates of Insurance providing proof of the subcontractor's General Liability Insurance must list:
 1. The Provider as a Certificate Holder and as an Additional Insured; and
 2. Children's Services Council of Martin County as a Certificate Holder and as an Additional Insured.

Regarding section 5.8 The Provider, a County, is subject to Chapter 119, Public Records Law and therefore, must ensure that it can comply with same. The requested changes to 5.8 are as follows:

5.8 Confidential Information

- 5.8a** The Provider shall not use or disclose any information that specifically identifies a recipient of services under the CSCMC Contract and its Attachments, as applicable, and for any purpose not in conformity with federal, state, or local law and related regulations except upon **a court order or** written consent of the recipient, his responsible agent, or guardian where authorized by law. **Provider's statutory obligations to comply with Public Records Law shall trump any conflict.**
- 5.8b** The Provider agrees that all program records and supporting documentation shall be subject at all times to inspection and review by CSCMC staff or its duly authorized agent. If the information to be inspected and reviewed requires written consent of the recipients of program services, it shall be the responsibility of the Provider to obtain any consent necessary.

Regarding section 5.9, The Provider seeks to clarify the notices it must disclose. As written, the language is not specific to only subcontractors engaged in carrying out the CSCMC funded programs and is not specific to the Parks and Recreation Department of Martin County, which is the Department that carries out the CSCMC funded programs.

Martin County, the Provider, may be a party to over a hundred different contracts at any given time. These contracts could range from Public Works projects, to IT programs, to equipment utilized by the Fire Department. As a result, the Provider may be in litigation with a contractor or subcontractor, which the Parks and Recreation Department may have no knowledge of or relation to. Due to the nature of being a governmental body, at any given time there is litigation pending, and/or individuals or companies assert or imply threats of litigation. The requested changes are as follows:

5.9 Assignments and Subcontracts

The Provider shall not assign the responsibility of the CSCMC Contract to another party or subcontract for any of the services provided under the CSCMC Contract without prior written approval of CSCMC. CSCMC may, in its sole discretion, refuse to approve any assignment or subcontract. No approval by CSCMC of any assignment or subcontract shall be deemed an obligation by CSCMC to provide funds in addition to the total dollar amount stated in the CSCMC Contract.

If the Provider enters into a subcontract for the provision of any portion of services funded by CSCMC, the Provider must provide a

copy of that subcontract to CSCMC with the signed CSCMC Contract and/or to the program's assigned CSCMC contract manager, or other designated CSCMC staff member, if the subcontract is executed during the CSCMC Contract term.

All such assignments or subcontracts for which CSCMC funds are utilized shall be subject to the conditions of the CSCMC Contract and its Attachments, as applicable. The Provider must have a monitoring and evaluation process in place in order to determine that the subcontractors are in compliance with their subcontract agreements. The Provider must submit a subcontractor summary report to CSCMC at the mid and end of the CSCMC Contract term that should include, but is not limited to, confirmation that appropriate licensure/certifications are maintained; there is no current litigation between the Provider and any subcontractor **as related to the CSCMC funded program, namely the Parks and Recreation Department's After School, Out of School, and S.P.L.A.S.H programs**; verification that contracted deliverables/services are completed to the Provider's satisfaction; and the date that the evaluation process was completed.

If the subcontractor provides a majority of the scope of services, the subcontractor must adhere to CSCMC Policy 5.4 "CSCMC-Funded Professional Development Requirement" as outlined in the policy.

Regarding section 5.10a: In addition to the reasons stated above in 5.9, Provider seeks to clarify the notices it must disclose. The Provider's jurisdiction includes over 500 square miles of land, operates and maintains 12 different Departments, numerous Divisions, including the Fire Department, and employs over 1,000 people. However, the programs to be provided by the Provider related to this grant are carried out by the Parks and Recreation Department, and is one of the many services Parks and Recreation provides. For example, Parks provides and is involved in events on weekends at the Mansion, boat ramp access, mooring fields, and camping amenities, movie nights throughout the County, construction and renovation of buildings. As 5.10a is written, Provider seeks to clarify that it is obligated to advise CSCMC for Events and Circumstances which are related to the CSCMC funded programs, including those programs for which this grant is being applied for. The requested changes are as follows:

5.10 Notification Policies

5.10a Critical Events or Circumstances

The Provider must notify CSCMC of any events or circumstances **related to the CSCMC funded program, namely the Parks and Recreation Department's After School, Out of School, and**

S.P.L.A.S.H. programs, that have the potential to negatively impact CSCMC or the Provider, or the potential to jeopardize the Provider's capability to meet its CSCMC Contract obligations. Providers should err on the side of disclosure if any event negatively impacts a Provider or a CSCMC Representative.

- The Provider is obligated to disclose to CSCMC of any events or circumstances, **related to the CSCMC funded program, namely the Parks and Recreation Department's After School, Out of School, and S.P.L.A.S.H. programs** that have the potential to negatively impact CSCMC or the Provider, or the potential to jeopardize the Provider's capability to meet its CSCMC Contract obligations.
- The Provider is obligated to disclose to CSCMC of a vacancy or an administrative leave of absence of a key staff position, such as Chief Executive Officer or Finance Director **of the Parks and Recreation Department**, whether or not that position is funded by CSCMC.
- The Provider is obligated to disclose to CSCMC of any circumstances that require the police or Department of Children and Families (DCF) to be called for an incident related to the safety and welfare of a child, **related to the CSCMC funded program, namely the Parks and Recreation Department's After School, Out of School, and S.P.L.A.S.H. programs**.
- The Provider is obligated to disclose to CSCMC of any investigations or legal actions occurring against the Provider or its subcontractors, **as related to the CSCMC funded program, namely the Parks and Recreation Department's After School, Out of School, and S.P.L.A.S.H. programs**.
- The Provider is obligated to disclose to CSCMC any claims or threats of litigation, investigations (civil, administrative, or criminal), administrative complaints or other circumstances, **related to the CSCMC funded program, namely the Parks and Recreation Department's After School, Out of School, and S.P.L.A.S.H. programs** in which the Provider reasonably believes that it may face liability exposure or discipline by any governing or administrative body. Disclosure shall be made regardless of the Provider's opinion regarding the veracity of the allegations or the likelihood of success.

- The Provider is obligated to disclose to CSCMC any events **related to the Parks and Recreation After School/out of School Program**, that would implicate the Florida mandatory reporter law with regard to any allegations against the organization, its staff, volunteers, subcontractors or any third parties associated with the Provider.
- The Provider is obligated to disclose to CSCMC a gain or loss of 10% or more of the CSCMC-funded program's Total Program Budget.
- **Subject to HIPPA protections**, the Provider is obligated to disclose to CSCMC positive pandemic test results of staff or participants that lead to an interruption or modification of services within the program.

Notification must be submitted to CSCMC via e-mail within 2 business days of the Provider's knowledge of the events or circumstances.

Notifications should be directed to CSCMC's Executive Director, Manager of Community Engagement, and the program's assigned CSCMC contract manager. CSCMC may request additional backup documentation to support the notification. CSCMC reserves the right to suspend or terminate funding to a Provider until the identified concerns with the events or circumstances are resolved to the satisfaction of the Council.

Regarding section 5.16: The Provider likewise is subject to compliance with the Public Records Law and must ensure compliance with the statute. The requested changes are as follows:

5.16 Public Records Law Compliance

CSCMC **and the Provider, are both is-a public agencies** in Florida and as such, **both parties acknowledge and shall adhere to the Public Records Laws and . Provider's records pertaining to the CSCMC Contract are subject to the Public Records Laws of Florida (Florida Statutes, Chapter 119). Provider is required to, and does** hereby agree to, comply with all applicable public records laws, including, without limitation:

- **Parties Provider** will keep and maintain public records required by CSCMC **and Provider** to perform the services pursuant to Section III. SERVICES of the CSCMC Contract.

- Upon request from **either Parties** CSCMC's custodian of public records, **either Party** Provider will provide **the other** CSCMC 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 Florida Statutes Chapter 119 or as otherwise provided by law.
- Provider will 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 CSCMC Contract term and following completion of the CSCMC Contract if Provider does not transfer the records to CSCMC.
- Upon completion of the CSCMC Contract, Provider will transfer, at no cost, to CSCMC all public records in possession of Provider or keep and maintain public records required by CSCMC to perform the services pursuant to Section III. SERVICES of the CSCMC Contract. ~~If Provider transfers all public records to CSCMC upon completion of the CSCMC Contract, Provider shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.~~ If Provider keeps and maintains public records upon completion of the CSCMC Contract, Provider shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CSCMC, upon request from CSCMC's custodian of public records, in a format that is compatible with the information technology systems of CSCMC.

IF **EITHER PARTY PROVIDER** HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE **PARTIES PROVIDER'S** DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CSCMC CONTRACT, CONTACT

THE CSCMC CUSTODIAN OF PUBLIC RECORDS AT (772) 288-5758; cscmc@cscmc.org; CHILDREN'S SERVICES COUNCIL OF MARTIN COUNTY, 101 S.E. CENTRAL PARKWAY, STUART, FL 34994-5905.

OR THE PROVIDER'S CUSTODIAN OF PUBLIC RECORDS AT (772) 419-6959, PUBLIC_RECORDS@MARTIN.FL.US, MARTIN COUNTY, ATTN: PUBLIC RECORDS LIAISON, 2401 SE MONTEREY ROAD, STUART, FLORIDA 34996.

Regarding Section 6.2 In accordance with Art. VIII, § 1, of the Florida Constitution and §218.39, Fla. Stat., the Provider is subject to yearly audits to be conducted by either the State of Florida's Auditor General's Office, or the Martin County Clerk of Court and Comptroller. These audits would relieve the financial expense, time and duplicity which section 6.2 would impose. Provider requests CSCMC accepts this yearly audit in satisfaction of thereof.

6.2 Audit Policy

~~Within 180 days of the close of its fiscal year (due date), the Provider agrees to submit to CSCMC an independent audit of the financial statements of the entity in its entirety and any accompanying management letter(s). The audit must be performed by a firm licensed to perform audits in the State of Florida and conducted in accordance with generally accepted auditing standards and standards established by the American Institute of Certified Public Accounts (AICPA). The audit will separately identify CSCMC revenues, fees, donations, and expenditures by program.~~

~~If the Provider does not comply with the audit requirement, it is considered out of compliance and is not eligible for CSCMC funds for the next funding cycle. A financial penalty equal to 5% of the monthly reimbursement requests may be imposed for late submission until the audit is received by CSCMC. If an audit is not provided to CSCMC within 60 days of the due date, the existing Contract between CSCMC and the Provider may be terminated.~~

Within two weeks of CSCMC's request, the Provider shall make available the most recent Audit conducted by the Clerk of Courts and Comptroller for Martin County or State of Florida's Auditor General's Office.

Since 1993, the Martin County Parks and Recreation Department has provided safe, affordable quality after school programs to children ages 5 to 18. These programs are located in the Jensen Beach, Golden Gate, and New Monrovia areas, and the Teen Program reaches teens County-wide. With financial support from the Children's Services Council of Martin County and in-kind support from Martin County, the programs have significantly impacted juvenile justice involvement in neighborhoods around the county.

Our goals to improve or maintain academic performance in reading and math as identified by the CSCMC performance measures, develop hands on and educational life skills through an evidence- based social emotional learning program, increase physical activities at the programs, and cultivate community involvement with our programs have

been successful. We hope that you will be able to honor our request for the waiver so that we can continue to offer these quality programs to the youth in the community.

Thank you for your consideration of our CSCMC Policy language and Contract language waiver requests. Should you have any questions or need any additional information, please feel free to contact Kevin Kirwin, Deputy Director at (772) 288-5419 or by email at kkirwin@martin.fl.us.

Respectfully,

A handwritten signature in black ink, appearing to read "Kevin V. Abbate", written over a horizontal line.

Kevin V. Abbate, CPRP
Parks and Recreation
Director

From: Stephanie Macera <smacera@cscmc.org>
Sent: Friday, August 29, 2025 4:45 PM
To: Kevin Abbate; Kevin Kirwin; Savannah Richmond; Kaitlyn Comack; Melissa Pietrzyk
Cc: David Heaton; Laura Haase; Cara Good
Subject: IMPORTANT CSCMC NOTICE: 2025-2026 Waiver Approval (Martin County)
Attachments: PART A Martin County Policy Waiver letter 2025 SIGNED 6-11-2025.pdf; PART B Martin County Contract Waiver letter 2025 Updated_Signed 7-31-2025.pdf

**Caution: This email originated from an external source.
Be Suspicious of Attachments, Links, and Requests for Login Information**

Please confirm receipt by reply to SMACERA@CSCMC only.

To: Martin County

**Kevin Abbate, Parks and Recreation Director
Kevin Kirwin, Deputy Director
Savannah Richmond, Recreation Administrator
Kaitlyn Comack, Recreation Coordinator
Melissa Pietrzyk, Senior Assistant County Attorney**

**RE:After School / Out of School and SPLASH
2025-2026 Waiver request: CSCMC Contract and Policy Compliance Waivers – CSCMC Policy
1.2d**

This email serves as formal notification that the 2025-2026 waivers requested in the two attached letters submitted by Martin County to Children's Services Council of Martin County (CSCMC) were approved by David Heaton, Executive Director. CSCMC Policy 1.2d Contract and Policy Compliance Waiver allows the Executive Director to reapprove waivers that were previously approved if the content is unchanged.

The After School / Out of School and SPLASH (Swimming Provides Learners with Aquatics Safety and Health) Programs that are eligible for CSCMC Continued Funding were approved at the July 16, 2025, Council meeting. CSCMC is therefore moving forward with Contract preparation for 2025-2026.

Please distribute this email to additional staff, as necessary.

If you have any questions regarding these waiver approvals, please contact Laura Haase, Director of Program Operations at lhaase@cscmc.org or 772-228-2728 Ext. 101 and Stephanie Macera at the contact information below.

Sincerely,

David L. Heaton
Executive Director

Children's Services Council of Martin County
101 SE Central Parkway
Stuart, FL 34994
dheaton@cscmc.org
772-288-5758 Ext. 103

via:

Stephanie J. Macera

Executive Assistant - Program Support
Children's Services Council of Martin County
101 SE Central Parkway
Stuart, FL 34994
smacera@cscmc.org
772-288-5758 Ext. 117



Visit our CSCMC website at www.cscmc.org

All communications sent from or received by CSCMC are considered **public records** and are subject to **Florida Public Records Law (Florida Statute 119)**. Although we have taken steps to ensure that this e-mail and any attachments are free from any virus and in keeping with good computing practices, the recipient should check to ensure that e-mails are actually virus free.