

AGENDA

REGULAR SCHOOL BOARD MEETING

GADSDEN COUNTY SCHOOL BOARD  
MAX D. WALKER ADMINISTRATION BUILDING  
35 MARTIN LUTHER KING, JR. BLVD.  
QUINCY, FLORIDA

March 25, 2025

6:00 P.M.

THIS MEETING IS OPEN TO THE PUBLIC

1. CALL TO ORDER
2. OPENING PRAYER
3. PLEDGE OF ALLEGIANCE
4. RECOGNITIONS
5. CITIZEN COMMENTS AND CONCERNS

ITEMS FOR CONSENT

6. REVIEW OF MINUTES – **SEE ATTACHMENT**
  - a. February 25, 2025, 4:30 p.m. – School Board Financial Workshop
  - b. February 25, 2025, 6:00 p.m. - Regular School Board Meeting
  - c. March 4, 2025, 6:00 p.m. – Student Hearing

ACTION REQUESTED: The Superintendent recommends approval.

7. PERSONNEL MATTERS (resignations, retirements, recommendations, leaves of absence, terminations of services, volunteers, and job descriptions)
  - a. Personnel 2024– 2025 – **SEE PAGE #5**

ACTION REQUESTED: The Superintendent recommends approval.

7. Personnel 2025 – 2026 – **SEE PAGE #8**

ACTION REQUESTED: The Superintendent recommends approval.

8. AGREEMENTS/CONTRACT/PROJECT APPLICATIONS
  - a. Board Approval of the Execution of FEMA Contract 4680-013-R to Replace Havana Magnet School Generator – **SEE PAGE #9**

Fund Source: FEMA Grant: \$52,215.00 (75%) and General Fund: \$17,405.00 (25%)  
Amount: \$17,405.00

ACTION REQUESTED: The Superintendent recommends approval.

b. PAEC Contract Agreement – Actuarial Services – **SEE PAGE #73**

Fund Source: General Fund

Amount: FY 24-25 - \$19,793.00 FY 25-26 - \$3,100.00

ACTION REQUESTED: The Superintendent recommends approval.

9. STUDENT MATTERS – **SEE ATTACHMENT**

a. Student Expulsion – See back-up material

Case #042-2425-0231

ACTION REQUESTED: The Superintendent recommends approval.

b. Student Expulsion – See back-up material

Case #082-2425-0051

ACTION REQUESTED: The Superintendent recommends approval.

c. Student Expulsion – See back-up material

Case #084-2425-0051

ACTION REQUESTED: The Superintendent recommends approval.

d. Student Expulsion – See back-up material

Case #087-2425-0051

ACTION REQUESTED: The Superintendent recommends approval.

e. Student Expulsion – See back-up material

Case #088-2425-0051

ACTION REQUESTED: The Superintendent recommends approval.

f. Student Expulsion – See back-up material

Case #089-2425-0051

ACTION REQUESTED: The Superintendent recommends approval.

g. Student Expulsion - See back-up material

Case #090-2425-0051

ACTION REQUESTED: The Superintendent recommends approval.

h. Student Expulsion – See back-up material

Case #091-2425-0051

ACTION REQUESTED: The Superintendent recommends approval.

- i. Student Expulsion – See back-up material  
Case #092-2425-0051  
ACTION REQUESTED: The Superintendent recommends approval.
- j. Student Expulsion – See back-up material  
Case #093-2425-0051  
ACTION REQUESTED: The Superintendent recommends approval.
- k. Student Expulsion – See back-up material  
Case #094-2425-0051  
ACTION REQUESTED: The Superintendent recommends approval.
- l. Student Expulsion – See back-up material  
Case #096-2425-0051  
ACTION REQUESTED: The Superintendent recommends approval.
- m. Student Expulsion – See back-up material  
Case #098-2425-0051  
ACTION REQUESTED: The Superintendent recommends approval.
- n. Student Expulsion – See back-up material  
Case #099-2425-0051  
ACTION REQUESTED: The Superintendent recommends approval.
- o. Student Expulsion – See back-up material  
Case #100-2425-0052  
ACTION REQUESTED: The Superintendent recommends approval.
- p. Student Expulsion – See back-up material  
Case #101-2425-0051  
ACTION REQUESTED: The Superintendent recommends approval.
- q. Student Expulsion – See back-up material  
Case #102-2425-0051  
ACTION REQUESTED: The Superintendent recommends approval.
- r. Student Expulsion – See back-up material  
Case #103-2425-0051  
ACTION REQUESTED: The Superintendent recommends approval.

s. Student Expulsion – See back-up material

Case #106-2425-0051

ACTION REQUESTED: The Superintendent recommends approval.

t. Student Expulsion – See back-up material

Case #107-2425-0051

ACTION REQUESTED: The Superintendent recommends approval.

#### 10. SCHOOL FACILITY/PROPERTY

a. Board Approval of the District Five-Year Work Plan - **SEE PAGE #84**

Fund Source: N/A

Amount: N/A

ACTION REQUESTED: The Superintendent recommends approval.

#### ITEMS FOR DISCUSSION

11. EDUCATIONAL ITEMS BY THE SUPERINTENDENT

12. SCHOOL BOARD REQUESTS AND CONCERNS

13. ADJOURNMENT



# THE GADSDEN COUNTY SCHOOL DISTRICT

Educating Every Student Today, Making Gadsden Stronger Tomorrow

## Elijah Key, Superintendent of Schools

35 Martin Luther King, Jr. Blvd Quincy, Florida 32351

Main: (850) 627-9651 or Fax: (850) 627-2760

[www.GadsdenSchools.org](http://www.GadsdenSchools.org)

March 25, 2025

The School Board of  
Gadsden County, Florida  
Quincy, Florida 32351

Dear School Board Members:

**I am recommending that the attached list of personnel actions be approved, as indicated. I further recommend that all appointments to grant positions be contingent upon funding.**

### Item 7A Instructional and Non-Instructional Personnel 2024-2025

### Item 7B Instructional Personnel 2025-2026

The following reflects the total number of full-time employees in this school district for the 2024-2025 school term, as of March 25, 2025.

<u>Description Per DOE Classification</u>	<u>DOE Object#</u>	<u>#Employees March 2025</u>
Classroom Teachers and Other Certified	120 & 130	298.00
Administrators	110	54.00
Non-Instructional	150, 160, & 170	<u>371.00</u>
		723.00
Part Time Instructional		4.00
Part Time Non-Instructional		<u>4.00</u>
Total		8.00
100% Grant Funded		191.00
Split Grant Funded		<u>20.00</u>
Total Grant Funded of 723 Employees		211.00

Sincerely,

Elijah Key, Jr.  
Superintendent of Schools

Cathy S. Johnson  
DISTRICT NO. 1  
Havana, FL 32333  
Midway, FL 32343

Steve Scott  
DISTRICT NO. 2  
Quincy, FL 32351  
Havana, FL 32333

Leroy McMillan.  
DISTRICT NO. 3  
Chattahoochee, FL 323324  
Greensboro, FL 32330

Charlie D. Frost  
DISTRICT NO. 4  
Gretna, FL 32332  
Quincy, FL 32352

Stacey Hannigon  
DISTRICT NO. 5  
Quincy, FL 32351

**AGENDA ITEM 7A INSTRUCTIONAL AND NON-INSTRUCTIONAL 2024/2025**

**INSTRUCTIONAL**

<u>Name</u>	<u>Location</u>	<u>Position</u>	<u>Effective Date</u>
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**NON INSTRUCTIONAL**

<u>Name</u>	<u>Location</u>	<u>Position</u>	<u>Effective Date</u>
Goethe, Alton	HMS	Custodial Assistant	03/03/2025
Martin, Regina	Transportation	Bus Driver	03/03/2025
Moore, Breanna**	SSES	PT ESE Self-Help Aide	02/03/2025
Murphy, Donald	Safety Office	School Safety Guardian	02/24/2025
Sailor, Angelia	JASMS	School Food Service Worker	02/18/2025
Wynn, Vira	JASMS	Educational Paraprofessional	02/18/2025

\*\*Correction of February 25, 2025, Board Meeting- Previously listed as ESE Self-Help Aide

**REQUESTS FOR LEAVE, RESIGNATION, TRANSFERS, RETIREMENTS, TERMINATIONS OF EMPLOYMENT:**

**LEAVE**

<u>Name</u>	<u>Location/Position</u>	<u>Beginning Date</u>	<u>End Date</u>
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**RESIGNATION**

<u>Name</u>	<u>Location</u>	<u>Position</u>	<u>Effective Date</u>
Eggleton, Alfred	CES	Custodial Assistant	03/03/2025
Jones, Marlon	Transportation	Bus Driver	02/13/2025
Martin, Regina	Transportation	Bus Driver	03/03/2025

**TRANSFERS**

<u>Name</u>	<u>Location/Position Transferring From</u>	<u>Location/Position Transferring To</u>	<u>Effective Date</u>
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**DROP RETIREMENT**

<u>Name</u>	<u>Location</u>	<u>Position</u>	<u>Effective Date</u>
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**SUBSTITUTES**

<u>Teacher</u>	<u>Custodian</u>
Dowdell, Shundria	Brown, Latoya Murray, Eddie

**OUT OF FIELD**

<u>Name</u>	<u>Location</u>	<u>Area Out of Field</u>	<u>Effective Date</u>
Akins, Serena	HMS	Elementary Ed, ESOL Endorsement	All Periods
Alday, Rita	CES	Reading Endorsement	All Periods
Alexander, Kieara	HMS	ESOL Endorsement	All Periods
Allen, Sabrina	HMS	ESOL Endorsement	All Periods
Amoako, Richard	JASMS	ESOL Endorsement	All Periods
Bailey, Deborah	HMS	Reading Endorsement	All Periods
Baker, Carlucia	GWM	PreK/Primary Ed	All Periods
Ban, Kristin	GWM	ESOL and Reading Endorsement	All Periods
Bascom, Chinita	GWM	School Counseling	All Periods
Bavose Campos Seabra, Carla Eloiza	GEMS	Mathematics and ESOL Endorsement	All Periods
Boyd, Aaliyah	JASMS	Elementary Ed	All Periods
Boyd, Aaliyah	JASMS	ESOL and Reading Endorsement	All Periods
Bradley, Terry	WGMS	ESOL and Reading Endorsement	All Periods
Branch, Whitney	SSES	Elementary Ed	All Periods
Brinson, William	CPA	Physical Education	All Periods
Brockman, Dena	GEMS	ESOL Endorsement	All Periods
Brown, James	WGMS	ESOL Endorsement	All Periods
Bryant, Cynthia	CES	Reading Endorsement	All Periods
Bush, Charmaine	WGMS	English	All Periods
Bush, Charmaine	WGMS	ESOL and Reading Endorsement	All Periods
Canidate, Jacquelin	CPA	ESOL Endorsement	All Periods

Chapman-Thomas, Tylisa	CES	ESOL Endorsement	All Periods
Clarke, Shauna-Kay	SSES	ESOL Endorsement	All Periods
Combs, Eugenia	SSES	Ed Media, ESOL Endorsement	All Periods
Curry, Qvaunda	GCHS	ESOL Endorsement	All Periods
Davis, Latheria	GEMS	ESOL Endorsement	All Periods
Demons, Tamita	JASMS	ESOL Endorsement	All Periods
Drummond, Shara	JASMS	ESOL Endorsement	All Periods
Ennels, Brandi	GCHS	ESOL Endorsement	All Periods
Epps, Kathy	SSES	ESOL and Reading Endorsement	All Periods
Estelle, Randall	GCA	Except Student Ed, Reading Endorsement	All Periods
Everett, Tiffany	GWM	ESOL Endorsement	All Periods
Farmer, Armoni	WGMS	English	All Periods
Farmer, Armoni	WGMS	ESOL and Reading Endorsement	All Periods
Flynn, Christine	HMS	ESOL and Reading Endorsement	All Periods
Ford, Nedra	JASMS	Exceptional Student Ed	All Periods
Ford, Rudy	JASMS	ESOL Endorsement	All Periods
Gayle, Khadijah	HMS	ESOL Endorsement	All Periods
Graham, Sarah	CES	PreK/Primary	All Periods
Grandison, Sophia	CES	School Counseling	All Periods
Goodson, Sandra	JASMS	ESOL Endorsement	All Periods
Graham, Sarah	CES	PreK/Primary Ed	All Periods
Gray, John	GCHS	ESOL Endorsement	All Periods
Gray, Valeria	GCHS	ESOL Endorsement	All Periods
Hall, Amber	HMS	ESOL Endorsement	All Periods
Hahn, Elizabeth	SSES	ESOL Endorsement	All Periods
Hardemon, Kaitlyn	GWM	Elementary Ed	All Periods
Hardemon, Kaitlyn	GWM	ESOL and Reading Endorsement	All Periods
Hendley, Natasha	GWM	Reading Endorsement	All Periods
Howard, Darrell	GBES	ESOL Endorsement	All Periods
Israel, Sarah	SSES	Elementary Ed	All Periods
Jackson, Tameshia	GBES	ESOL Endorsement	All Periods
Jackson, Rolanda	JASMS	Physical Ed, ESOL Endorsement	All Periods
James, Pearlean	JASMS	ESOL Endorsement	All Periods
Jean Baptiste, Ricarma	WGMS	ESOL and Reading Endorsement	All Periods
Jeffery, Olivia	SSES	ESOL Endorsement	All Periods
Jeruto, Kibor	JASMS	ESOL Endorsement	All Periods
Johnson, Whitney	GWM	Elementary Ed	All Periods
Johnson, Whitney	GWM	ESOL and Reading Endorsement	All Periods
Johnson, Carol	WGMS	Elementary Ed	All Periods
Johnson, Carol	WGMS	ESOL and Reading Endorsement	All Periods
Johnson, Ni Jah	SSES	ESOL Endorsement	All Periods
Johnson, Roosevelt	HMS	ESOL Endorsement	All Periods
Kirkland, Nahketah	JASMS	ESOL Endorsement	All Periods
Knight, Nishani	HMS	Reading Endorsement	All Periods
Kudumula, Anuradha	HMS	ESOL Endorsement	All Periods
Layne Lawrence, Lois	SSES	ESOL Endorsement	All Periods
Lewis, Jari	GWM	Reading Endorsement	All Periods
Lightfoot, Tomeka	GCHS	ESOL Endorsement	All Periods
Lindsey, Jada	WGMS	Except Student Ed	All Periods
Martin, Felecia	GWM	PreK/Primary Ed	All Periods
Mattis, Timuna	HMS	ESOL Endorsement	All Periods
Maynor, Shontesska	WGMS	General Science, ESOL Endorsement	All Periods
McLean, Lisa	HMS	ESOL Endorsement	All Periods
Murphy, Shendora	SSES	ESOL and Reading Endorsement	All Periods
Murray-McMillon, Shannon	SSES	ESOL Endorsement	All Periods
Pegollo, Michael Arni	GWM	ESOL Endorsement	All Periods
Pringle, Meishikia	HMS	ESOL Endorsement	All Periods
Ray, Michael	GWM	Elementary Ed, Reading Endorsement	All Periods
Rittman, Jarvis	HMS	Music and ESOL Endorsement	All Periods
Robinson, Andrece	HMS	Social Science and ESOL Endorsement	All Periods
Ross-Thomas, Martha	SSES	ESOL Endorsement	All Periods
Schroer, Hannah	HMS	Reading Endorsement	All Periods
Stewart, Eric	HMS	Elementary Education	All Periods
Stewart, Eric	HMS	ESOL and Reading Endorsement	All Periods
Thomas, Tarrie	HMS	PreK/Primary Ed	All Periods

Thomas, Marvin	JASMS	Music	All Periods
Tyler, Jasmyn	SSES	Reading Endorsement	All Periods
Vickers, Nave	HMS	ESOL Endorsement	All Periods
Warren, Tia	HMS	Reading Endorsement	All Periods
West, Latandra	HMS	ESOL and Reading Endorsement	All Periods
Yarrell, Shnedra	GWM	Elementary Education	All Periods
Yarrell, Shnedra	GWM	ESOL and Reading Endorsement	All Periods

**AGENDA ITEM 7B INSTRUCTIONAL 2025/2026  
PROFESSIONAL STATUS (PS)**

Allen, Sandra  
 Bates-Jackson, Erica  
 Bell-Key, Twanda  
 Brockman, Dena  
 Bryant, Antionette  
 Bryant, Pamela  
 Butler, Bridget  
 Chapman-Thomas, Tylisa  
 Denington, William  
 Green, Kimi  
 Gunn, Jeanne  
 Harris, Curlie  
 Harris, Robert  
 Harris, Ronte  
 Howard, Darrell  
 Ivory, Dwayne  
 Kenon-Franklin, Bridget  
 Kirkland, Nahketah  
 Knight, Anthony  
 Lightfoot, Tomeka  
 Mandela, Judith  
 McGlockton, Shaundra  
 Pace, Cornelius  
 Piawah, Helen  
 Samson, Marilyn  
 Washington, Angela  
 Weeks, Dawn  
 Wright, Jo Lynda



SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

**AGENDA ITEM NO.** 8a

**DATE OF SCHOOL BOARD MEETING:** March 25, 2025

**TITLE OF AGENDA ITEM:** Board Approval of the Execution of FEMA Contract 4680-013-R to Replace Havana Magnet School Generator

**DIVISION:** Support Services

N/A

\_\_\_\_\_ This is a CONTINUATION of a current project, grant, etc.

**PURPOSE AND SUMMARY OF ITEM:**

The Support Services Department is seeking approval from the School Board to execute FEMA Contract 4680-013-R to replace the generator at Havana Magnet. The contract grants Gadsden County School District \$52,215.00 to replace the generator that has an anticipated cost of \$69,620.00. The replacement of the generator will afford the school electricity during power outages.

**FUND SOURCE:** FEMA Grant: \$52,215.00 (75%) and General Fund: \$17,405.00 (25%)

**AMOUNT:** \$17,405.00

**PREPARED BY:** Dr. Sylvia R. Jackson 

**POSITION:** Assistant Superintendent for Support Services

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INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

N/A

\_\_\_\_\_ Number of ORIGINAL SIGNATURES NEEDED by preparer. N/A

SUPERINTENDENT'S SIGNATURE: page(s) numbered \_\_\_\_\_

CHAIRMAN'S SIGNATURE: page(s) numbered \_\_\_\_\_ N/A

REVIEWED BY: \_\_\_\_\_

**SUB-RECIPIENT AGREEMENT CHECKLIST**  
**DIVISION OF EMERGENCY MANAGEMENT**  
**MITIGATION BUREAU**  
**FISCAL OPERATIONS UNIT**  
**HMGP**

**REQUEST FOR REVIEW AND APPROVAL**

<b>SUB-RECIPIENT:</b>	Gadsden District Schools Type text here
<b>PROJECT #:</b>	4680-013-R
<b>PROJECT TITLE:</b>	Gadsden County School District, Havana Magnet School, Generator
<b>CONTRACT #:</b>	H1108
<b>MODIFICATION #:</b>	N/A

**SUB-RECIPIENT REPRESENTATIVE (POINT OF CONTACT)**

Dr. Sylvia R. Jackson  
Assistant Superintendent for Support Services  
35 Martin Luther King Jr Blvd  
Quincy, Florida 32351

Enclosed is your copy of the proposed contract/modification between **Gadsden District Schools** and the Florida Division of Emergency Management (FDEM).

<b>COMPLETE</b>	
<input type="checkbox"/>	This form is required to be included with all Reviews, Approvals, and Submittals
<input type="checkbox"/>	Reviewed and Approved
<input type="checkbox"/>	Signed & Dated Electronic Copy by Official Representative
<input type="checkbox"/>	<b>Copy of the organization's resolution or charter</b> that specifically identifies the person or position that is authorized to sign, if not Chairman, Mayor, or Chief
<input type="checkbox"/>	Attachment I - Federal Funding Accountability and Transparency Act (FFATA) - completed, signed, and dated
<input type="checkbox"/>	<input type="checkbox"/> N/A for Modifications or State Funded Agreements
<input type="checkbox"/>	Attachment K – Certification Regarding Lobbying - completed, signed, and dated
<input type="checkbox"/>	<input type="checkbox"/> N/A for Modifications or State Funded Agreements
<input type="checkbox"/>	Attachment L – FACTS - completed, signed, and dated
<input type="checkbox"/>	<input type="checkbox"/> N/A for Modifications or State Funded Agreements
<input type="checkbox"/>	Attachment M – Foreign County of Concern Affidavit completed, signed, and dated
<input type="checkbox"/>	<input type="checkbox"/> N/A for Modifications or State Funded Agreements
<input type="checkbox"/>	Electronic Submittal to the Grant Specialist

If you have any questions regarding this contract, or who is authorized to sign it, please contact your Project Manager at (850) 815-4572 or email me at [Jazmine.Martinez@em.myflorida.com](mailto:Jazmine.Martinez@em.myflorida.com).

**Agreement Number:** H1108

**Project Number:** 4680-013-R

**FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT**

2 C.F.R. §200.1 states that a “subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.”

As defined by 2 C.F.R. §200.1, “pass-through entity” means “a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.”

As defined by 2 C.F.R. §200.1, “Sub-Recipient” means “an entity, usually but not limited to non-Federal entities that receives a subaward from a pass-through entity to carry out part of a Federal program.”

As defined by 2 C.F.R. §200.1, “Federal award” means “Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity.”

As defined by 2 C.F.R. §200.1, “subaward” means “an award provided by a pass-through entity to a Sub-Recipient for the Sub-Recipient to carry out part of a Federal award received by the pass-through entity.”

The following information is provided pursuant to 2 C.F.R. §200.332:

Sub-Recipient’s name:	Gadsden District Schools
Sub-Recipient’s unique entity identifier (UEI/FEIN):	C2PTL16FKQE3/ 59-6000615
Federal Award Identification Number (FAIN):	FEMA-DR-4680-FL
Federal Award Date:	July 30, 2024
Subaward Period of Performance Start and End Date:	July 30, 2024- July 31, 2027
Amount of Federal Funds Obligated by this Agreement:	\$52,215.00
Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement:	\$52,215.00
Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity	\$52,215.00
Federal award project description (see FFATA):	Generator
Name of Federal awarding agency:	Federal Emergency Management Agency
Name of pass-through entity:	FL Division of Emergency Management
Contact information for the pass-through entity:	<a href="mailto:Jazmine.Martinez@em.myflorida.com">Jazmine.Martinez@em.myflorida.com</a>
Catalog of Federal Domestic Assistance (CFDA) Number and Name:	97.039 Hazard Mitigation Grant Program
Whether the award is R&D:	N/A
Indirect cost rate for the Federal award:	N/A

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and Gadsden District Schools, (hereinafter referred to as the "Sub-Recipient").

For the purposes of this Agreement, the Division serves as the pass-through entity for a Federal award, and the Sub-Recipient serves as the recipient of a subaward.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Sub-Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;

B. The State of Florida received these grant funds from the Federal government, and the Division has the authority to subgrant these funds to the Sub-Recipient upon the terms and conditions outlined below; and,

C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Sub-Recipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 C.F.R. §200.302(a) provides: "Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds." Therefore, section 215.971, Florida Statutes, entitled "Agreements funded with federal or state assistance", applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. The Sub-Recipient's performance under this Agreement is subject to 2 C.F.R. Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

b. As required by section 215.971(1), Florida Statutes, this Agreement includes:

i. A provision specifying a scope of work that clearly establishes the tasks that the Sub-Recipient is required to perform.

ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

iii. A provision specifying the financial consequences that apply if the Sub-Recipient fails to perform the minimum level of service required by the agreement.

iv. A provision specifying that the Sub-Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.

vi. A provision specifying that any funds paid in excess of the amount to which the Sub-Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

c. In addition to the foregoing, the Sub-Recipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment B. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(3) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Sub-Recipient. As part of his/her duties, the Grant Manager for the Division shall:

- i. Monitor and document Sub-Recipient performance; and,
- ii. Review and document all deliverables for which the Sub-Recipient requests payment.

b. The Division's Grant Manager for this Agreement is:

Jazmine Martinez  
Project Manager  
Bureau of Mitigation  
Florida Division of Emergency Management  
2555 Shumard Oak Blvd.  
Tallahassee, FL 32399-2100  
Telephone: 850-815-4572  
Email: [Jazmine.Martinez@em.myflorida.com](mailto:Jazmine.Martinez@em.myflorida.com)

The Division's Alternate Grant Manager for this Agreement is:

Kathleen Marshall  
Community Program Manager  
Bureau of Mitigation  
Florida Division of Emergency Management  
2555 Shumard Oak Boulevard  
Tallahassee, FL 32399  
Telephone: 850-815-4503  
Email: [Kathleen.Marshall@em.myflorida.com](mailto:Kathleen.Marshall@em.myflorida.com)

1. The name and address of the Representative of the Sub-Recipient responsible for the administration of this Agreement is:

Dr. Sylvia R. Jackson  
Assistant Superintendent for Support Services  
35 Martin Luther King Jr Blvd.  
Quincy, Florida 32351  
Telephone: 850-662-2238  
Email: jacksons@gcpsmail.com

2. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party.

(4) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(5) EXECUTION

This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(7) SCOPE OF WORK

The Sub-Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(8) PERIOD OF AGREEMENT

This Agreement shall begin on July 30, 2024 and shall end on July 31, 2027, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement. Consistent with the definition of "period of performance" contained in 2 C.F.R. §200.1, the term "period of agreement" refers to the time during which the Sub-Recipient "may incur new obligations to carry out the work authorized under" this Agreement. In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during" the period of agreement.

The terms of this Agreement are intended to encompass the Pre-Award period. If applicable, the Pre-Award period and FEMA approved Pre-Award costs shall be outlined in Attachment A of this Agreement ("Budget and Scope of Work").

(9) FUNDING

- a. This is a cost-reimbursement Agreement, subject to the availability of funds.
- b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either chapter 216, Florida Statutes, or the Florida Constitution.
- c. The Division will reimburse the Sub-Recipient only for allowable costs incurred by the Sub-Recipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachment A of this Agreement ("Budget and Scope of Work"). The maximum reimbursement amount for the entirety of this Agreement is \$52,215.00.
- d. As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."
- e. The Division will review any request for reimbursement by comparing the documentation provided by the Sub-Recipient against a performance measure, outlined in Attachment A, that clearly delineates:
  - i. The required minimum acceptable level of service to be performed; and,
  - ii. The criteria for evaluating the successful completion of each deliverable.
- f. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a "performance goal", which is defined in 2 C.F.R. §200.1 as "a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared." It also remains consistent with the requirement, contained in 2 C.F.R. §200.329, that the Division and the Sub-Recipient "relate financial data to performance goals and objectives of the Federal award."
- g. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for overtime expenses in accordance with 2 C.F.R. §200.430 ("Compensation—personal services") and 2 C.F.R. §200.431 ("Compensation—fringe benefits"). If the Sub-Recipient seeks reimbursement for overtime expenses for periods when no work is performed due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (See 29 U.S.C. §207(e)(2)), then the Division will treat the expense as a fringe benefit. 2 C.F.R. §200.431(a) defines fringe benefits as "allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages." Fringe benefits are allowable under this Agreement as long as

the benefits are reasonable and are required by law, Sub-Recipient-employee agreement, or an established policy of the Sub-Recipient. 2 C.F.R. §200.431(b) provides that the cost of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

- i. They are provided under established written leave policies;
- ii. The costs are equitably allocated to all related activities, including Federal awards; and,

- iii. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-Federal entity or specified grouping of employees.

h. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for travel expenses in accordance with 2 C.F.R. §200.474. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes (\$6 for breakfast, \$11 for lunch, and \$19 for dinner), then the Sub-Recipient must provide documentation that:

- i. The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient's written travel policy; and,

- ii. Participation of the individual in the travel is necessary to the Federal award.

- i. The Division's grant manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Sub-Recipient.

- j. As defined by 2 C.F.R. §200.1, the term "improper payment" means or includes:

- i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,

- ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

- k. No reimbursements shall be made for costs outside the period of agreement, as defined in paragraph (8) of this Agreement.

(10) RECORDS



a. As required by 2 C.F.R. §200.336, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

b. As required by 2 C.F.R. §200.332(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Sub-Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents.

c. As required by Florida Department of State's record retention requirements (Chapter 119, Florida Statutes) and by 2 C.F.R. §200.334, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report. The following are the only exceptions to the five (5) year requirement:

i. If any litigation, claim, or audit is started before the expiration of the 5-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

ii. When the Division or the Sub-Recipient is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

iii. Records for real property and equipment acquired with Federal funds must be retained for 5 years after final disposition.

iv. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 5-year retention requirement is not applicable to the Sub-Recipient.

v. Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a

particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

d. In accordance with 2 C.F.R. §200.335, the Federal awarding agency must request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value.

e. In accordance with 2 C.F.R. §200.336, the Division must always provide or accept paper versions of Agreement information to and from the Sub-Recipient upon request. If paper copies are submitted, then the Division must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

f. As required by 2 C.F.R. §200.303, the Sub-Recipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or the Division designates as sensitive or the Sub-Recipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

g. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Sub-Recipient based upon the funds provided under this Agreement, the meetings of the Sub-Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with chapter 119, Florida Statutes.

h. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted

from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

i. The Sub-Recipient shall maintain all records for the Sub-Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment A - and all other applicable laws and regulations.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-7671 Records@em.myflorida.com, or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.**

(11) AUDITS

a. The Sub-Recipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.

b. In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.1, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

c. When conducting an audit of the Sub-Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.1, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Sub-Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and

Agreement provisions within thirty (30) days after the Division has notified the Sub-Recipient of such non-compliance.

e. The Sub-Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Sub-Recipient's fiscal year.

f. The Sub-Recipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Sub-Recipient, to the Division at the following address:

DEMSingle\_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

g. The Sub-Recipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

<http://harvester.census.gov/fac/collect/ddeindex.html>

h. The Sub-Recipient shall send any management letter issued by the auditor to the Division at the following address:

DEMSingle\_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

## (12) REPORTS

a. Consistent with 2 C.F.R. §200.328, the Sub-Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Sub-Recipient and all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

b. Quarterly reports are due to the Division no later than fifteen (15) days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31.

c. The close-out report is due sixty (60) days after termination of this Agreement or sixty (60) days after completion of the activities contained in this Agreement, whichever first occurs.

d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (16) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

e. The Sub-Recipient shall provide additional program updates or information that may be required by the Division.

f. The Sub-Recipient shall provide additional reports and information identified in Attachment F.

#### (13) MONITORING

a. The Sub-Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement and reported in the quarterly report.

b. In addition to reviews of audits, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Sub-Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Sub-Recipient is appropriate, the Sub-Recipient agrees to comply with any additional instructions provided by the Division to the Sub-Recipient regarding such audit. The Sub-Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Sub-Recipient throughout the contract term to ensure timely completion of all tasks.

#### (14) LIABILITY

a. Unless Sub-Recipient is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, the Sub-Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement and, as authorized by section 768.28(19), Florida Statutes, Sub-Recipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Sub-Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Sub-Recipient which is a state agency or subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the

Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Sub-Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(15) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (16); however, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment if:

- a. Any warranty or representation made by the Sub-Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Sub-Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;
- b. Material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty (30) days from the date written notice is sent by the Division;
- c. Any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information; or,
- d. The Sub-Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(16) REMEDIES

If an Event of Default occurs, then the Division shall, after thirty (30) calendar days written notice to the Sub-Recipient and upon the Sub-Recipient's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

- a. Terminate this Agreement, provided that the Sub-Recipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein;
- b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;
- c. Withhold or suspend payment of all or any part of a request for payment;

- d. Require that the Sub-Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.
- e. Exercise any corrective or remedial actions, to include but not be limited to:
  - i. Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance,
  - ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,
  - iii. Advise the Sub-Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or
  - iv. Require the Sub-Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;
- f. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Sub-Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Sub-Recipient.

#### (17) TERMINATION

- a. The Division may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Sub-Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under chapter 119, Florida Statutes, as amended.
- b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Sub-Recipient with thirty (30) calendar day's prior written notice.
- c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.
- d. In the event that this Agreement is terminated, the Sub-Recipient will not incur new obligations for the terminated portion of the Agreement after the Sub-Recipient has received the notification of termination. The Sub-Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Sub-Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Sub-Recipient. The

Division may, to the extent authorized by law, withhold payments to the Sub-Recipient for the purpose of set-off until the exact amount of damages due the Division from the Sub-Recipient is determined.

(18) PROCUREMENT

a. The Sub-Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards").

b. As required by 2 C.F.R. §200.318(i), the Sub-Recipient shall "maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price."

c. As required by 2 C.F.R. §200.318(b), the Sub-Recipient shall "maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders." In order to demonstrate compliance with this requirement, the Sub-Recipient shall document, in its quarterly report to the Division, the progress of any and all subcontractors performing work under this Agreement.

d. The Sub-Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

e. As required by 2 C.F.R. §200.318(c)(1), the Sub-Recipient shall "maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts."

f. As required by 2 C.F.R. §200.319(a), the Sub-Recipient shall conduct any procurement under this agreement "in a manner providing full and open competition." Accordingly, the Sub-Recipient shall not:

- i. Place unreasonable requirements on firms in order for them to qualify to do business;
- ii. Require unnecessary experience or excessive bonding;
- iii. Use noncompetitive pricing practices between firms or between affiliated companies;
- iv. Execute noncompetitive contracts to consultants that are on retainer contracts;
- v. Authorize, condone, or ignore organizational conflicts of interest;



vi. Specify only a brand name product without allowing vendors to offer an equivalent;

vii. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;

viii. Engage in any arbitrary action during the procurement process; or,

ix. Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.

g. "Except in those cases where applicable Federal statutes expressly mandate or encourage" otherwise, the Sub-Recipient, as required by 2 C.F.R. §200.319(c), shall not use a geographic preference when procuring commodities or services under this Agreement.

h. The Sub-Recipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with 2 C.F.R. §200.320(d) as well as section 287.057(1)(a), Florida Statutes.

i. The Sub-Recipient shall conduct any procurement involving requests for proposals (i.e. competitive proposals) in accordance with 2 C.F.R. §200.320(2) as well as section 287.057(1)(b), Florida Statutes.

j. For each subcontract, the Sub-Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in section 288.703, Florida Statutes. Additionally, the Sub-Recipient shall comply with the requirements of 2 C.F.R. §200.321 ("Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms").

k. If the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall review its competitive solicitation and subsequent contract to be awarded for compliance with the procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract provisions in Appendix II to 2 C.F.R. Part 200. If the Sub-Recipient publishes a competitive solicitation or executes a contract that is not in compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 or the requirements of Appendix II to 2 C.F.R. Part 200, then the Sub-Recipient is on notice that the Division may:

i. Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; or,

ii. Refuse to reimburse the Sub-Recipient for any costs associated with that solicitation.

l. FEMA has developed helpful resources for subgrant recipients related to compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract

provisions in Appendix II to 2 C.F.R. Part 200. These resources are generally available at <https://www.fema.gov/procurement-disaster-assistance-team>.

**(19) ATTACHMENTS**

- a. All attachments to this Agreement are incorporated as if set out fully.
- b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.
- c. This Agreement has the following attachments:
  - i. Exhibit 1 - Funding Sources
  - ii. Attachment A – Budget and Scope of Work
  - iii. Attachment B – Program Statutes and Regulations
  - iv. Attachment C – Statement of Assurances
  - v. Attachment D – Request for Advance or Reimbursement
  - vi. Attachment E – Justification of Advance Payment
  - vii. Attachment F – Quarterly Report Form
  - viii. Attachment G – Warranties and Representations
  - ix. Attachment H – Certification Regarding Debarment
  - x. Attachment I – Federal Funding Accountability and Transparency Act
  - xi. Attachment J – Mandatory Contract Provisions
  - xii. Attachment K – Certification Regarding Lobbying
  - xiii. Attachment L – Florida Accountability Contract Tracking System
  - xiv. Attachment M – Foreign Country of Concern Affidavit

**(20) PAYMENTS**

- a. Any advance payment under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.
- b. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Sub-Recipient's quarterly reporting as referenced in Paragraph (12) of this Agreement.

c. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (9)b. of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty (30) days of receiving notice from the Division.

(21) REPAYMENTS

a. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", and mailed directly to the following address:

Division of Emergency Management  
Cashier  
2555 Shumard Oak Boulevard  
Tallahassee FL 32399-2100

b. In accordance with section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, Sub-Recipient shall pay the Division a service fee of \$15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(22) MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Sub-Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty (30) days written notice to the Sub-Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Sub-Recipient.

b. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

c. Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

d. The Sub-Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

e. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids 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 a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

f. Any Sub-Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals or affiliates:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded or disqualified from covered transactions by a federal department or agency;

ii. Have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph (22) f. ii. of this certification; and,

iv. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

**g. In addition, the Sub-Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment H) for each intended subcontractor which Sub-Recipient plans to fund under this Agreement. The form must be received by the Division before the Sub-Recipient enters into a contract with any subcontractor.**

h. The Division reserves the right to unilaterally cancel this Agreement if the Sub-Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of chapter 119, Florida Statutes, which the Sub-Recipient created or received under this Agreement.

i. If the Sub-Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

j. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act (“INA”)]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

k. Section 287.05805, Florida Statutes, requires that any state funds provided for the purchase of or improvements to real property are contingent upon the contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least 5 years from the date of purchase or the completion of the improvements or as further required by law.

l. The Division may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

m. If applicable, pursuant to Section 255.0993, Florida Statutes, the Sub-Recipient shall ensure that any iron or steel product, as defined in Section 255.0993(1)(b), Florida Statutes, that is permanently incorporated in the deliverable(s) resulting from this project, must be produced in the United States.

(23) LOBBYING PROHIBITION

a. 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.

b. Section 216.347, Florida Statutes, prohibits “any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.”

c. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

d. The Sub-Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-Recipient, to any person for influencing or attempting to influence an officer or

employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Sub-Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

iii. The Sub-Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose.

iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**(24) COPYRIGHT, PATENT AND TRADEMARK**

**EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA; AND, ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUB-RECIPIENT TO THE STATE OF FLORIDA.**

a. If the Sub-Recipient has a pre-existing patent or copyright, the Sub-Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

b. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Sub-Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Sub-Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Sub-Recipient to the State of Florida.

c. Within thirty (30) days of execution of this Agreement, the Sub-Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Sub-Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (24) b., have the right to all patents and copyrights which accrue during performance of the Agreement.

d. If the Sub-Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Sub-Recipient shall become the sole property of the Sub-Recipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Sub-Recipient, under this Agreement, for Florida government purposes.

(25) LEGAL AUTHORIZATION

The Sub-Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Sub-Recipient also certifies that the undersigned person has the authority to legally execute and bind Sub-Recipient to the terms of this Agreement.

(26) EQUAL OPPORTUNITY EMPLOYMENT

a. In accordance with 41 C.F.R. §60-1.4(b), the Sub-Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 C.F.R. Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

i. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

ii. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

iii. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

iv. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

v. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

vi. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

vii. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order



11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

viii. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

*Provided*, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

b. The Sub-Recipient further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

c. The Sub-Recipient agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

d. The Sub-Recipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the Sub-Recipient agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Sub-Recipient under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Sub-Recipient; and refer the case to the Department of Justice for appropriate legal proceedings.

(27) COPELAND ANTI-KICKBACK ACT

The Sub-Recipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

- i. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(28) CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

(29) CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$150,000, then any such contract must include the following provision:

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

(30) SUSPENSION AND DEBARMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

- i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- ii. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- iii. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- iv. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**(31) BYRD ANTI-LOBBYING AMENDMENT**

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following clause:

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

If this subgrant agreement amount is \$100,000 or more, the Sub-Recipient, and subcontractors as applicable, shall sign Attachment K – Certification Regarding Lobbying.

**(32) CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS**

a. If the Sub-Recipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Sub-Recipient shall take the following

affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

- i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.

b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Sub-Recipient must take; the requirements do not preclude the Sub-Recipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.

d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Sub-Recipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

### (33) ASSURANCES

The Sub-Recipient shall comply with any Statement of Assurances incorporated as Attachment C.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

**SUB-RECIPIENT: GADSDEN DISTRICT SCHOOLS**

By: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_

FEID#: \_\_\_\_\_

**STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT**

By: \_\_\_\_\_

Name and Title: Kevin Guthrie, Director

Date: \_\_\_\_\_

**EXHIBIT – 1**

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE SUB-RECIPIENT UNDER THIS AGREEMENT:

Federal Program

Federal agency: **Federal Emergency Management Agency: Hazard Mitigation Grant**

Catalog of Federal Domestic Assistance title and number: **97.039**

Award amount: **\$52,215.00**

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

- 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- Sections 1361(A) of the National Flood Insurance Act of 1968, 42 U.S.C. 4104c, as amended by the National Flood Insurance Reform Act of 1994, Public Law 103-325 and the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264
- 31 C.F.R. Part 205 Rules and Procedures for Funds Transfers

Federal Program:

1. Sub-Recipient is to use funding to perform the following eligible activities:
  - Generators for Critical Facilities
2. Sub-Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.

**Attachment A**  
**Budget and Scope of Work**

**STATEMENT OF PURPOSE:**

The purpose of this Scope of Work is to provide protection to Havana Magnet School, in Havana, Gadsden County, Florida, funded through the Hazard Mitigation Grant Program (HMGP) **DR-4680-013-R**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA). The project is for the purchase and installation of an emergency system to reduce and/or mitigate the damage that might otherwise occur from severe weather or other hazards.

The Sub-Recipient, Gadsden District Schools, agrees to administer and complete the project per scope of work as submitted by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall complete the work in accordance with all applicable Federal, State and Local Laws, Regulations, and Codes.

**PROJECT OVERVIEW:**

As a Hazard Mitigation Grant Program (HMGP) project, the Sub-Recipient shall provide backup power to Havana Magnet School, located at 1210 Kemp Road, Havana, Florida 32333.

The HMGP project shall provide protection by purchasing and installing one (1) permanent generator with a capacity of 30kW, or the adequate size determined by the vendor and/or electrical engineer during the bid process to appropriately support the critical infrastructure. The project includes the installation of a new automatic transfer switch (ATS) and electrical connections. The new generator shall replace the existing unit and shall be installed on the current concrete pad, with an integrated diesel fuel tank. The current 30kW generator, from 1995, is non-functional and has exceeded its project useful life (PUL), failing to meet the facility's energy needs during power outages. The school also serves as a public shelter and an interruption in the electric power supply would result in a loss of shelter and meal services. The project shall decrease the risk of electrical power loss to the public shelter's services during future power outages.

The generator(s) shall be protected against a 500-year flood event by implementing specific activities or by locating the generator(s) outside the Special Flood Hazard Area (SFHA), comply with applicable National Flood Insurance Program (NFIP) requirements and shall be protected against wind with a rated enclosure and appropriate anchoring based on its location requirements per ASCE 7 standards. The selected site shall provide sufficient space to maintain and fuel the generator(s) and shall comply with the National Electrical Code working clearance requirements. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Project Locations:

<b>ID#</b>	<b>Facility</b>	<b>Location</b>	<b>kW</b>	<b>Coordinates</b>
1)	Havana Magnet School	1210 Kemp Road, Havana, Florida 32333	30	(30.6226595, -84.3990455)

**TASKS & DELIVERABLES:**

**A) Tasks:**

- 1) The Sub-Recipient shall procure the services of a qualified and licensed Florida contractor and execute a contract with the selected bidder to complete the scope of work as approved by the Division and FEMA. The Sub-Recipient shall select the qualified, licensed Florida contractor in accordance with the Sub-Recipient's procurement policy as well as all Federal and State Laws and Regulations. All

procurement activities shall contain sufficient source documentation and be in accordance with all applicable regulations.

The Sub-Recipient shall be responsible for furnishing or contracting all labor, materials, equipment, tools, transportation and supervision and for performing all work per sealed engineering designs and construction plans presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA.

The Sub-Recipient and contractor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractor shall maintain all work staging areas in a neat and presentable condition.

The Sub-Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects.

The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed.

The Sub-Recipient shall provide documentation demonstrating the results of the procurement process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

The Sub-Recipient shall provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" for each contractor and/or subcontractor performing services under this agreement.

Executed contracts with contractors and/or subcontractors shall be provided to the Division by the Sub-Recipient within 10 days of execution.

The Sub-Recipient shall provide copies of professional licenses for contractors selected to perform services. The Sub-Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by the selected contractor.

- 2) The Sub-Recipient shall monitor and manage the procurement and installation of all products in accordance with the HMGP application and associated documentation as presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall ensure that all applicable State, Local and Federal Laws and Regulations are followed and documented, as appropriate.

The Sub-Recipient shall fully perform the approved project, as described in the application, in accordance with the approved scope of work indicated herein, the estimate of costs indicated herein, the allocation of funds indicated herein, and all applicable terms and conditions. The Sub-Recipient shall not deviate from the approved project terms and conditions.

Upon completion of the work, the Sub-Recipient shall schedule and participate in a final inspection of the completed project by the local municipal or county building department (official), or other approving official, as applicable. The official shall inspect and certify that all installation was in accordance with the manufacturer's specifications. Any deficiencies found during this final inspection shall be corrected by the Sub-Recipient prior to Sub-Recipient's submittal of the final inspection request to the Division.

Upon completion of Task 2, the Sub-Recipient shall submit the following documents with sufficient supporting documentation and provide a summary of all contract scope of work and scope of work changes, if any. Additional documentation shall include:

- a) Copy of permit(s), notice of commencement.
- b) Local Building Official Inspection Report and Final Approval.
- c) A copy of electrical designs, specifications and/or drawings elaborated to complete the scope.
- d) Signed and Sealed copy of the As-built plans, as applicable.



- e) Certified Letter of Completion, as applicable:
    - 1. Affirming that the project has been completed in conformance with the approved project drawings, specifications, and scope.
    - 2. Certifying Compliance with all applicable codes.
  - f) All Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products utilized.
  - g) Verification letter or documentation showing unusable equipment, debris, materials, petroleum products, hazardous materials, and toxic wastes were handled, managed, and disposed of in accordance with local, state, and federal requirements, to include where such materials and equipment were disposed of.
  - h) Proof of compliance with Project Conditions and Requirements contained herein.
- 3) During the course of this agreement, the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, all project activities may not be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

The Sub-Recipient shall submit an Affidavit signed by the Sub-Recipient's project personnel with each reimbursement request attesting to the completion of the work, that disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

The Sub-Recipient shall maintain accurate time records. The Sub-Recipient shall ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation which may include but not be limited to cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

Construction Expense: The Sub-Recipient shall pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. Sub-Recipient shall ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

Sub-Recipient Management Costs (SRMC) expenditure must adhere to FEMA Policy #104-11-1 HMGP Management Costs (Interim) signed November 14, 2018. FEMA defines management costs as any: Indirect costs, Direct administrative costs, and other administrative expenses associated with a specific project. Administrative costs are expenses incurred by a Sub-Recipient in managing and administering the federal award to ensure that federal, state requirements are met including: solicitation, development, review, and processing of sub-applications; delivery of technical assistance; quarterly progress and fiscal reporting; project monitoring; technical monitoring; compliance activities associated with federal procurement requirements; documentation of quality of work verification for quarterly reports and closeout; payment of claims; closeout review and liquidation; and records retention.

Any activities that are directly related to a project are not eligible under management costs. For example, architectural, engineering, and design services are project costs and cannot be included under management costs. Similarly, construction management activities that manage, coordinate, and supervise the construction process from project scoping to project completion are project costs. These activities cannot be included under management costs.

Due to Strategic Funds Management (SFM), SRMC Interim Policy requires management costs to be obligated in increments sufficient to cover Sub-Recipient needs, for no more than one year, unless contractual agreements require additional funding. FEMA has established a threshold where annual

increments shall be applied to larger awards allowing smaller awards to be fully obligated. Obligations shall be handled by the size of the total subaward.

The Sub-Recipient shall pre-audit all SRMC source documentation – personnel, fringe benefits, travel, equipment, supplies, contractual, and indirect costs. A brief narrative is required to identify what the funds shall be used for. Documentation shall be detailed and clearly describe each approved task performed, hours devoted to each task, and the hourly rate charged including enough information to calculate the hourly rates based on payroll records. Employee benefits and tasks shall be clearly shown on the Personnel Activity Form, and all Personnel or Contractual SRMC shall be invoiced separate from all other project costs.

Project Management Expenses (only applies to disasters prior to August 1, 2017, all others adhere to FEMA Policy #104-11-1 for SRMC): The Sub-Recipient shall pre-audit source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits shall be clearly shown.

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third-party in-kind services, if applicable, shall be conducted by the Division in coordination with the Sub-Recipient. Quarterly Reports shall be submitted by the Sub-Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

The Sub-Recipient shall submit to the Division requests for reimbursement of actual construction and managerial costs related to the project as identified in the project application, and plans. The requests for reimbursement shall include:

- a) Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;
- b) Proof of payment from the Sub-Recipient to the contractor, subcontractor, and/or vendor for invoiced services;
- c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount.

The Sub-Recipient's final request for reimbursement shall include the final construction project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

**B) Deliverables:**

Mitigation Activities consist of providing protection to Havana Magnet School located in Havana, Florida 32333, by purchasing and installing a permanent generator along with the installation of a new automatic transfer switch and electrical connections.

The generator(s) shall be protected against a 500-year flood event by implementing specific activities or by locating the generator(s) outside the Special Flood Hazard Area (SFHA), comply with applicable National Flood Insurance Program (NFIP) requirements and shall be protected against wind with a rated enclosure and appropriate anchoring based on its location requirements per ASCE 7 standards. The selected site shall provide sufficient space to maintain and fuel the generator(s) and shall comply

with the National Electrical Code working clearance requirements. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Provided the Sub-Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division shall reimburse the Sub-Recipient based on the percentage of overall project completion.

**PROJECT CONDITIONS AND REQUIREMENTS:**

**C) Engineering:**

- 1) The Sub-Recipient shall submit to the Division an official letter stating that the project is 100% complete and ready for the Division's Final Inspection of the project.
- 2) The Sub-Recipient shall provide a copy of the Notice of Commencement, and any local official Inspection Report and/or Final Approval, as applicable.
- 3) The Sub-Recipient shall submit a signed and sealed final copy of the completed project's As-built drawings and all necessary supporting documentation and provide a summary of all contract scope of work changes, as applicable.
- 4) The Sub-Recipient shall submit a final copy of any electrical designs, specifications and/or drawings elaborated to complete the job.
- 5) The Sub-Recipient shall submit a certified letter of completion from Engineer of Record, as applicable. The Sub-Recipient's Engineer of Record shall provide a formal certificate or letter affirming that the project has been completed in conformance with the approved project drawings, specifications, scope, and applicable codes.
- 6) The Sub-Recipient shall submit all Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products utilized.
- 7) All installations shall be done in strict compliance with the Florida Building Code or Miami Dade Specifications. All materials shall be certified to exceed the wind and impact standards of the current local codes.
- 8) The Sub-Recipient shall follow all applicable State, Local and Federal Laws, Regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate Federal, State, and Local permits and clearances may jeopardize federal funding.

**D) Environmental:**

- 1) The Sub-Recipient shall follow all applicable state, local and federal laws, regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.
- 2) Any change, addition or supplement to the approved mitigation measure or scope of work that alters the project (including other work not funded by FEMA but done substantially at the same time) shall require resubmission to the Division and FEMA for reevaluation of compliance with the National Environmental Protection Act (NEPA) and Section 106 of the National Historic Preservation Act (NHPA) prior to initiation of any work. Non-compliance with these requirements may jeopardize FEMA's ability to fund this project. A change in the scope of work shall be approved by the Division and FEMA in advance regardless of the budget implications.
- 3) If any ground disturbance activities occur during construction, the Sub-Recipient shall monitor ground disturbance during construction, and if any potential archeological resources are discovered, shall immediately cease construction in that area and notify the Division and FEMA.

- 4) Unusable equipment, debris and material shall be disposed of in an approved manner and location. In the event significant items (or evidence thereof) are discovered during implementation of the project, the Sub-Recipient shall handle, manage, and dispose of petroleum products, hazardous materials and toxic waste in accordance with the requirements and to the satisfaction of the governing local, state and federal agencies. Failure to comply with these conditions may jeopardize FEMA funding; verification of compliance shall be required at project closeout.
- 5) Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions.

**E) Programmatic:**

- 1) The Sub-Recipient must notify the Division as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.
- 2) The Division and FEMA shall approve a change in the scope of work in advance, regardless of the budget implementations.
- 3) The Sub-Recipient must "obtain prior written approval for any budget revision which would result in a need for additional funds" [44 CFR 13(c)], from the Division and FEMA.
- 4) Any extension of the Period of Performance shall be submitted to FEMA 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted, along with substantiation of new expiration date and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.
- 5) The Sub-Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.
- 6) A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.
- 7) Project approval is with the condition that the tasks, deliverables, and conditions be accomplished, and documentation submitted 30 days prior to the Period of Performance date, for review and approval by the Division, for submittal to FEMA for Closeout.
- 8) Special Condition required on implementation of project:
  - a) **RCRA CONDITION:** Unusable equipment, debris, and material shall be disposed of in an approved manner and location. In the event significant items (or evidence thereof) are discovered during implementation of the project, the Sub-Recipient shall handle, manage and dispose of petroleum products, hazardous materials, and toxic waste in accordance to the requirements and to the satisfaction of the governing local, state, and federal agencies. Failure to comply with these conditions may jeopardize FEMA funding; verification of compliance shall be required at project closeout. **Source of Condition:** Resource Conservation and Recovery Act, aka Solid Waste Disposal Act (RCRA) **Monitoring Required: No**

This is FEMA project number **4680-013-R**. It is funded under HMGP, FEMA-4680-DR-FL and must adhere to all program guidelines established for the HMGP in accordance with the PAS Operational Agreement for Disaster 4680.

FEMA awarded this project on July 30, 2024; and the Period of Performance for this project shall end on **July 31, 2027**.

**F) FINANCIAL CONSEQUENCES:**

If the Sub-Recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

- 1) Temporarily withhold cash payments pending correction of the deficiency by the Sub-Recipient;
- 2) Disallow all or part of the cost of the activity or action not in compliance;
- 3) Wholly or partly suspend or terminate the current award for the Sub-Recipient's program;
- 4) Withhold further awards for the program; or
- 5) Take other remedies that may be legally available.

**SCHEDULE OF WORK**

State Contracting:	6 Months
Construction Plan/Technical Specifications:	3 Months
Bidding / Local Procurement:	3 Months
Permitting:	3 Months
Construction / Installation:	12 Months
Local Inspections / Compliance:	3 Months
State Final Inspection / Compliance:	3 Months
Closeout Compliance:	3 Months
<b>Total Period of Performance:</b>	<b>36 Months</b>

**BUDGET**

**Line-Item Budget\***

	<u>Project Cost</u>	<u>Federal Cost</u>	<u>Non-Federal Cost</u>
Materials:	\$53,020.00	\$39,765.00	\$13,255.00
Labor:	\$16,600.00	\$12,450.00	\$4,150.00
Fees:	\$0.00	\$0.00	\$0.00
<b>Initial Agreement Amount:</b>	<b>\$69,620.00</b>	<b>\$52,215.00</b>	<b>\$17,405.00</b>
***Contingency Funds:	\$0.00	\$0.00	\$0.00
<b>Project Total:</b>	<b>\$69,620.00</b>	<b>\$52,215.00</b>	<b>\$17,405.00</b>

*\*Any line-item amount in this Budget may be increased or decreased 10% or less, with the Division's approval, without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.*

**\*\*\* This project has an estimated \$0.00 in contingency funds. Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.**

*Project Management costs are included for this project in the amount of \$0.00.*

**Funding Summary Totals**

Federal Share:	\$52,215.00	(75.00%)
Non-Federal Share:	\$17,405.00	(25.00%)
<b>Total Project Cost:</b>	<b>\$69,620.00</b>	<b>(100.00%)</b>

**Attachment B**  
**Program Statutes and Regulations**

The parties to this Agreement and the Hazard Mitigation Grant Program (HMGP) are generally governed by the following statutes and regulations:

- (1) The Robert T. Stafford Disaster Relief and Emergency Assistance Act;
- (2) 44 C.F.R. 7, 9, 18, 25, and 206. Reference (Title 44, up to date as of August 18, 2023, and last amended January 9, 2023.), and any other applicable FEMA policy memoranda and guidance documents;
- (3) State of Florida Administrative Plan for the Hazard Mitigation Grant Program;
- (4) Hazard Mitigation Assistance Program and Policy Guide, 2023;
- (5) All applicable laws and regulations delineated in Attachment C of this Agreement.

In addition to the above statutes and regulations, the Sub-recipient must comply with the following:

The Sub-recipient shall fully perform the approved hazard mitigation project, as described in the Application and Attachment A (Budget and Scope of Work) attached to this Agreement, in accordance with approved scope of work indicated therein, the estimate of costs indicated therein, the allocation of funds indicated therein, and the terms and conditions of this Agreement. The Sub-recipient shall not deviate from the approved project and the terms and conditions of this Agreement. The Sub-recipient shall comply with any and all applicable codes and standards in performing work funded under this Agreement, and shall provide any appropriate maintenance and security for the project.

Any development permit issued by, or development activity undertaken by, the Sub-recipient and any land use permitted by or engaged in by the Sub-recipient, shall be consistent with the local comprehensive plan and land development regulations prepared and adopted pursuant to chapter 163, Part II, Florida Statutes. Funds shall be expended for, and development activities and land uses authorized for, only those uses which are permitted under the comprehensive plan and land development regulations. The Sub-recipient shall be responsible for ensuring that any development permit issued and any development activity or land use undertaken is, where applicable, also authorized by the Water Management District, the Florida Department of Environmental Protection, the Florida Department of Health, the Florida Game and Fish Commission, and any Federal, State, or local environmental or land use permitting authority, where required. The Sub-recipient agrees that any repair or construction shall be in accordance with applicable standards of safety, decency, and sanitation, and in conformity with applicable codes, specifications and standards.

The Sub-recipient will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the completed work conforms with the approved plans and specifications and will furnish progress reports and such other information to HMGP as may be required.

If the hazard mitigation project described in Attachment A includes an acquisition or relocation project, then the Sub-recipient shall ensure that, as a condition of funding under this Agreement, the owner of the affected real property shall record in the public records of the county where it is located the following covenants and restrictions, which shall run with and apply to any property acquired, accepted, or from which a structure will be removed pursuant to the project.

- (1) The property will be dedicated and maintained in perpetuity for a use that is compatible with open space, recreational, or wetlands management practices;
- (2) No new structure will be erected on property other than:
  - a. a public facility that is open on all sides and functionally related to a designed open space;
  - b. a restroom; or
- (3) A structure that the Director of the Federal Emergency Management Agency approves in writing before the commencement of the construction of the structure;
- (4) After the date of the acquisition or relocation no application for disaster assistance for any purpose will be made to any Federal entity and no disaster assistance will be provided for the property by any Federal source; and
- (5) If any of these covenants and restrictions is violated by the owner or by some third party with the knowledge of the owner, fee simple title to the Property described herein shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida without further notice to the owner, its successors and assigns, and the owner, its successors and assigns shall forfeit all right, title and interest in and to the property.

HMGP Contract Manager will evaluate requests for cost overruns and submit to the regional Director written determination of cost overrun eligibility. Cost overruns shall meet Federal regulations set forth in 44 C.F.R. §206.438(b).

The National Environmental Policy Act (NEPA) stipulates that additions or amendments to a HMGP Sub-Recipient Scope of Work (SOW) shall be reviewed by all State and Federal agencies participating in the NEPA process.

As a reminder, the Sub-recipient must obtain prior approval from the State, before implementing changes to the approved project Scope of Work (SOW). Per the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments:

- (1) For Construction projects, the grantee must “obtain prior written approval for any budget revision which result in a need for additional funds” (2 C.F.R. § 200.308);
- (2) A change in the Scope of Work must be approved by FEMA in advance regardless of the budget implications; and
- (3) The Sub-recipient must notify the State as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion. Any extensions of the period of performance must be submitted to FEMA ninety (90) calendar days prior to the project expiration date. Reference, HMA Program and Policy Guide, 2023, G.3. Award Extensions, paragraph 3.

The Sub-recipient assures that it will comply with the following statutes and regulations to the extent applicable:

- (1) 53 Federal Register 8034
- (2) Federal Acquisition Regulations 31.2
- (3) Section 1352, Title 31, US Code
- (4) Chapter 473, Florida Statutes
- (5) Chapter 215, Florida Statutes
- (6) Section 768.28, Florida Statutes
- (7) Chapter 119, Florida Statutes



- (8) Section 216.181(6), Florida Statutes
- (9) Cash Management Improvement Act of 1990
- (10) American with Disabilities Act
- (11) Section 112.061, Florida Statutes
- (12) Immigration and Nationality Act
- (13) Section 286.011, Florida Statutes
- (14) 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- (15) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
- (16) Title I of the Omnibus Crime Control and Safe Streets Act of 1968
- (17) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
- (18) Omnibus Crime Control and Safe Streets Act of 1968, as amended
- (19) Victims of Crime Act (as appropriate)
- (20) Section 504 of the Rehabilitation Act of 1973, as amended
- (21) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990)
- (22) Department of Justice regulations on disability discrimination, 28 C.F.R., Part 35 and Part 39
- (23) 42 U.S.C. 5154a

## Attachment C

### Statement of Assurances

To the extent the following provisions apply to this Agreement, the Sub-recipient certifies that:

- (a) It possesses legal authority to enter into this Agreement and to carry out the proposed program;
- (b) Its governing body has duly adopted or passed as an official act of resolution, motion or similar action authorizing the execution of the hazard mitigation agreement with the Division of Emergency Management (DEM), including all understandings and assurances contained in it, and directing and authorizing the Sub-recipient's chief administrative officer or designee to act in connection with the application and to provide such additional information as may be required;
- (c) No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall receive any share or part of this Agreement or any benefit. No member, officer, or employee of the Sub-recipient or its designees or agents, no member of the governing body of the locality in which this program is situated, and no other public official of the locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year after, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds, for work to be performed in connection with the program assisted under this Agreement. The Sub-recipient shall incorporate, in all contracts or subcontracts a provision prohibiting any interest pursuant to the purpose stated above;
- (d) All Sub-recipient contracts for which the State Legislature is in any part a funding source, shall contain language to provide for termination with reasonable costs to be paid by the Sub-recipient for eligible contract work completed prior to the date the notice of suspension of funding was received by the Sub-recipient. Any cost incurred after a notice of suspension or termination is received by the Sub-recipient may not be funded with funds provided under this Agreement unless previously approved in writing by the Division. All Sub-recipient contracts shall contain provisions for termination for cause or convenience and shall provide for the method of payment in such event;
- (e) It will comply with:
  - (1) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week; and
  - (2) Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.
- (f) It will comply with
  - (1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto, which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Sub-recipient received Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Sub-

recipient, this assurance shall obligate the Sub-recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

- (2) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualifies handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973;
  - (3) Executive Order 11246, as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship;
- (g) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties pursuant to section 112.313 and section 112.3135, Florida Statutes;
- (h) It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Chapter 87 which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities;
- (i) It will comply with the provisions of 5 U.S.C. 7323 (further known as the Hatch Act) which limits the political activities of employees;
- (j) It will comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 50, including requirements regarding the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance;

For sites located within Special Flood Hazard Areas (SFHA), the Sub-recipient must include a FEMA Model Acknowledgement of Conditions of Mitigation of Property in a Special Flood Hazard Area with FEMA Grant Funds executed by the title holder with the closeout request verifying that certain SFHA requirements were satisfied on each of the properties. The Model Acknowledgement can be found at [www.fema.gov/governmental/grant/sfha\\_conditions.shtml](http://www.fema.gov/governmental/grant/sfha_conditions.shtml)

- (k) It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Agreement to comply with the "Uniform Federal Accessibility Standards," (AS) which is Appendix A to 41 C.F.R. Section 101-19.6 for general type buildings and Appendix A to 24 C.F.R., Part 40 for residential structures. The Sub-recipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor;
- (l) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C.), Executive Order 11593, 36 C.F.R., Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (54 U.S.C. 3125) by:

- (1) Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 C.F.R., Section 800.8) by the proposed activity; and
- (2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.
- (3) Abiding by the terms and conditions of the “**Programmatic Agreement Among the Federal Emergency Management Agency, the Florida State Historic Preservation Office, the Florida Division of Emergency Management and the Advisory Council on Historic Preservation, (PA)**” which addresses roles and responsibilities of Federal and State entities in implementing Section 106 of the National Historic Preservation Act (NHPA), 54 U.S.C., and implementing regulations in 36 C.F.R., Part 800.
- (4) When any of the Sub-recipient’s projects funded under this Agreement may affect a historic property, as defined in 36 C.F.R., Part 800.16 (l)(1), the Federal Emergency Management Agency (FEMA) may require the Sub-recipient to review the eligible scope of work in consultation with the State Historic Preservation Office (SHPO) and suggest methods of repair or construction that will conform with the recommended approaches set out in the **Secretary of Interior’s Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings 1992 (Standards)**, the **Secretary of the Interior’s Guidelines for Archeological Documentation (Guidelines)** (48 Federal Register 44734-37), or any other applicable Secretary of Interior standards. If FEMA determines that the eligible scope of work will not conform with the **Standards**, the Sub-recipient agrees to participate in consultations to develop, and after execution by all parties, to abide by, a written agreement that establishes mitigation and recondition measures, including but not limited to, impacts to archeological sites, and the salvage, storage, and reuse of any significant architectural features that may otherwise be demolished.
- (5) The Sub-recipient agrees to notify FEMA and the Division if any project funded under this Agreement will involve ground disturbing activities, including, but not limited to: subsurface disturbance; removal of trees; excavation of footings and foundations, and installation of utilities (such as water, sewer, storm drains, electrical, gas, leach lines and septic tanks) except where these activities are restricted solely to areas previously disturbed by the installation, replacement or maintenance of such utilities. FEMA will request the SHPO’s opinion on the potential that archeological properties may be present and be affected by such activities. The SHPO will advise the Sub-recipient on any feasible steps to be accomplished to avoid any National Register eligible archeological property or will make recommendations for the development of a treatment plan for the recovery or archeological data from the property.

If the Sub-recipient is unable to avoid the archeological property, develop, in consultation with SHPO, a treatment plan consistent with the **Guidelines** and take into account the Advisory Council on Historic Preservation (Council) publication “Treatment of Archeological Properties”. The Sub-recipient shall forward information regarding the treatment plan to FEMA, the SHPO and the Council for review. If the SHPO and the Council do not object within fifteen (15) calendar days of receipt of the treatment plan, FEMA may direct the Sub-recipient to implement the treatment plan. If either the Council or the SHPO object, Sub-recipient shall not proceed with the project until the objection is resolved.

- (6) The Sub-recipient shall notify the Division and FEMA as soon as practicable: (a) of any changes in the approved scope of work for a National Register eligible or listed property; (b) of all changes to a project that may result in a supplemental DSR or modify a HMGP project for a National Register eligible or listed property; (c) if it appears that a project funded under this Agreement will affect a previously unidentified property that may be

eligible for inclusion in the National Register or affect a known historic property in an unanticipated manner. The Sub-recipient acknowledges that FEMA may require the Sub-recipient to stop construction in the vicinity of the discovery of a previously unidentified property that may be eligible for inclusion in the National Register or upon learning that construction may affect a known historic property in an unanticipated manner. The Sub-recipient further acknowledges that FEMA may require the Sub-recipient to take all reasonable measures to avoid or minimize harm to such property until FEMA concludes consultation with the SHPO. The Sub-recipient also acknowledges that FEMA will require, and the Sub-recipient shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.

- (7) The Sub-recipient acknowledges that, unless FEMA specifically stipulates otherwise, it shall not receive funding for projects when, with intent to avoid the requirements of the PA or the NHPA, the Sub-recipient intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse effect to occur.
  
- (m) It will comply with applicable provisions of the following laws and policies prohibiting discrimination:
  - (1) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination based on race, color, or national origin (including limited English proficiency).
  - (2) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination based on disability.
  - (3) Title IX of the Education Amendments Act of 1972, as amended, which prohibits discrimination based on sex in education programs or activities.
  - (4) Age Discrimination Act of 1975, which prohibits discrimination based on age.
  - (5) U.S. Department of Homeland Security regulation 6 C.F.R. Part 19, which prohibits discrimination based on religion in social service programs.
  
- (n) It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
  
- (o) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4541-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
  
- (p) It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
  
- (q) It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C. 4821 et seq.) which prohibits the use of lead based paint in construction of rehabilitation or residential structures;
  
- (r) It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the State Energy Conservation Plan adopted pursuant thereto;
  
- (s) It will comply with the Laboratory Animal Welfare Act of 1966, (7 U.S.C. 2131-2159), pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by an award of assistance under this Agreement;
  
- (t) It will comply with Title VIII of the Civil Rights Act of 1968, (42 U.S.C 2000c and 42 U.S.C. 3601-3619), as amended, relating to non-discrimination in the sale, rental, or financing of housing, and

Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin;

- (u) It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7675;
- (v) It will comply with the Clean Water Act of 1977, as amended, 33 U.S.C. 1251-1388
- (w) It will comply with the endangered Species Act of 1973, 16 U.S.C. 1531-1544;
- (x) It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4701-4772;
- (y) It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 54 U.S.C.;
- (z) It will comply with environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347;
- (aa) It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 16 U.S.C. 54 U.S.C. 3125
- (bb) It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination;
- (cc) It will comply with the environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j-27, regarding the protection of underground water sources;
- (dd) It will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs;
- (ee) It will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system;
- (ff) It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); EO 11990 (Wetlands); and EO 12898 (Environmental Justice);
- (gg) It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3501-3510;
- (hh) It will assure project consistency with the approved State program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-14674; and
- (ii) It will comply with the Fish and Wildlife Coordination Act of 1958, 16 U.S.C. 661-668.
- (jj) With respect to demolition activities, it will:
  - (1) Create and make available documentation sufficient to demonstrate that the Sub-recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.
  - (2) Return the property to its natural state as though no improvements had ever been contained thereon.

- (3) Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in the Sub-recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection and the County Health Department.
- (4) Provide documentation of the inspection results for each structure to indicate:
  - a. Safety Hazard Present
  - b. Health Hazards Present
  - c. Hazardous Materials Present
- (5) Provide supervision over contractors or employees employed by the Sub-recipient to remove asbestos and lead from demolished or otherwise applicable structures.
- (6) Leave the demolished site clean, level and free of debris.
- (7) Notify the Division promptly of any unusual existing condition which hampers the contractor's work.
- (8) Obtain all required permits.
- (9) Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site. Provide documentation of closures.
- (10) Comply with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).
- (11) Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857), Section 508 of the Clean Water Act (33 U.S.C. 1251-1388), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 C.F.R., Part 15 and 61). This clause shall be added to any subcontracts.
- (12) Provide documentation of public notices for demolition activities.

**Attachment D**

**REQUEST FOR ADVANCE OR REIMBURSEMENT  
OF HAZARD MITIGATION ASSISTANCE PROGRAM FUNDS**

SUB-RECIPIENT: Gadsden District Schools

REMIT ADDRESS: Gadsden County School Board, Attention: Marleni Bruner, Finance Director, 35  
Martin Luther King Blvd

CITY: Quincy STATE: Florida ZIP CODE: 32351

PROJECT TYPE: Generator PROJECT #: 4680-013-R

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H1108

BUDGET: \_\_\_\_\_ FEDERAL SHARE: \_\_\_\_\_ LOCAL: \_\_\_\_\_

ADVANCED RECEIVED: N/A AMOUNT: \_\_\_\_\_ SETTLED? \_\_\_\_\_

Invoice Period: \_\_\_\_\_ through \_\_\_\_\_ Payment No: \_\_\_\_\_

Total of Previous Payments to Date: \_\_\_\_\_ (Federal)  
 Total of Previous SRMC to Date: \_\_\_\_\_ (SRMC Federal)  
 Total Federal to Date: \_\_\_\_\_ (Total Federal Paid)

Eligible Amount 100% (Current Request)	Obligated Federal Amount 75.00%	Obligated Local Non-Federal 25.00%	Division Use Only	
			Approved	Comments

TOTAL CURRENT REQUEST: \$ \_\_\_\_\_

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812.

SUB-RECIPIENT SIGNATURE: \_\_\_\_\_

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

TO BE COMPLETED BY THE DIVISION	
APPROVED PROJECT TOTAL \$ _____	
APPROVED SRMC TOTAL: \$ _____	DIVISION DIRECTOR _____
APPROVED FOR PAYMENT \$ _____	DATE _____



**Attachment D (cont.)  
SUMMARY OF DOCUMENTATION IN SUPPORT OF AMOUNT  
CLAIMED FOR ELIGIBLE DISASTER WORK UNDER THE  
HAZARD MITIGATION ASSISTANCE PROGRAM**

SUB-RECIPIENT: Gadsden District Schools PAYMENT #: \_\_\_\_\_  
 PROJECT TYPE: Generator PROJECT #: 4680-13-R  
 PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H1108

	REF NO <sup>2</sup>	DATE <sup>3</sup>	DOCUMENTATION <sup>4</sup>	(Check) AMOUNT	ELIGIBLE COSTS (100%)
1					
2					
3					
4					
5					
6					
7					
8					
<b><i>This payment represents</i></b> <b><i>% completion of the project.</i></b>				<b>TOTAL</b>	

<sup>2</sup> Recipient's internal reference number (e.g., Invoice, Receipt, Warrant, Voucher, Claim Check, or Schedule #)

<sup>3</sup> Date of delivery of articles, completion of work or performance services. (per document)

<sup>4</sup> List Documentation (Recipient's payroll, material out of recipient's stock, recipient owned equipment and name of vendor or contractor) by category (Materials, Labor, Fees) and line item in the approved project line item budget. Provide a brief description of the articles or services. List service dates per each invoice.

**Attachment E  
JUSTIFICATION OF ADVANCE PAYMENT**

**SUB-RECIPIENT: GADSDEN DISTRICT SCHOOLS**

If you are requesting an advance, indicate same by checking the box below.

<p><input type="checkbox"/> <b>ADVANCE REQUESTED</b></p> <p>Advance payment of \$ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.</p>
--

If you are requesting an advance, complete the following chart and line item justification below.

**PLEASE NOTE: Calculate your estimated expenses at 100% of your expected needs for ninety (90) days. Submit Attachment D with the cost share breakdown along with Attachment E and all supporting documentation.**

**ESTIMATED EXPENSES**

<b>BUDGET CATEGORY/LINE ITEMS (list applicable line items)</b>	<b>20__-20__ Anticipated Expenditures for First Three Months of Contract</b>
<p><u>For example</u> <b>ADMINISTRATIVE COSTS</b> (Include Secondary Administration.)</p>	
<p><u>For example</u> <b>PROGRAM EXPENSES</b></p>	
<b>TOTAL EXPENSES</b>	

**LINE ITEM JUSTIFICATION** (For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term as evidenced by copies of invoices and cancelled checks as required by the Budget and Scope of work showing 100% of expenditures for the 90 day period shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance.

**Attachment F  
QUARTERLY REPORT FORM**

**Instructions:** Complete and submit this form to State Project Manager within 15-days after each quarter:

**SUB-RECIPIENT:** Gadsden District Schools      **PROJECT #:** 4680-13-R  
**PROJECT TYPE:** Generator      **CONTRACT #:** H1108  
**PROGRAM:** Hazard Mitigation Grant Program      **QUARTER ENDING:** \_\_\_\_\_

**Advance Payment Information:**

Advance Received  N/A       Amount: \$ \_\_\_\_\_      Advance Settled? Yes  No

Financial Amount to Date:

Sub-Recipient Total Project Expenditures to date (federal & local): \$ \_\_\_\_\_

**Target Dates (State Agreement):**

Contract Execution Date: \_\_\_\_\_      Contract Expiration Date: \_\_\_\_\_  
 Date Deliverables Submitted: \_\_\_\_\_      Closeout Requested Date: \_\_\_\_\_

Describe **Milestones** achieved during this quarter:

Project Proceeding on **Schedule?**  Yes  No (If No, Describe under **Issues** below)

**Percentage** of Milestones completed to Date: \_\_\_\_\_%

**Describe Activities - Milestones completed this quarter only:**

**Schedule of the Milestones-Activities:**

<u>Milestone</u>	<u>Dates</u> (estimated)
<u>State Contracting</u>	
<u>Closeout Compliance</u>	
<i>Estimated Project Completion Date:</i>	

**Issues** or circumstances affecting completion date, milestones, scope of work, and/or cost:

**Cost Status:**  Cost Unchanged       Under Budget       Over Budget

Cost / Financial **Comments:**

*NOTE: Events may occur between quarterly reports, which have significant impact upon your project(s), such as anticipated overruns, changes in scope of work, extensions. Contact the Division as soon as these conditions are known, otherwise you could be non-compliant with your sub-grant award.*

Sub-Recipient Contract Representative (POC): \_\_\_\_\_

Signature: \_\_\_\_\_ Phone: \_\_\_\_\_

**~ To be completed by Florida Division of Emergency Management Project Manager ~**

**Project Manager Statement:**  No Action Required, OR

Action Required: \_\_\_\_\_

PM Percentage of Activates competed per PM Review QR Milestones Spreadsheet: \_\_\_\_\_%  
 Date Reviewed: \_\_\_\_\_ Reviewer: \_\_\_\_\_ *Project Manager*

**Attachment G**  
**Warranties and Representations**

Financial Management

The Sub-Recipient's financial management system must comply with 2 C.F.R. §200.302.

Procurements

Any procurement undertaken with funds authorized by this Agreement must comply with the requirements of 2 C.F.R. §200, Part D—Post Federal Award Requirements—Procurement Standards (2 C.F.R. §§200.317 through 200.327).

Business Hours

The Sub-Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from: **8:00 AM - 5:00 PM, Monday Thru Friday, as applicable.**

Licensing and Permitting

All subcontractors or employees hired by the Sub-Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Sub-Recipient.

Attachment H

**Certification Regarding  
Debarment, Suspension, Ineligibility  
And Voluntary Exclusion**

**Subcontractor Covered Transactions**

The prospective subcontractor, \_\_\_\_\_, of the Sub-Recipient certifies, by submission of this document, that neither it, its principals, nor affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any Federal department or agency.

**SUBCONTRACTOR**

\_\_\_\_\_

By: \_\_\_\_\_  
Signature

\_\_\_\_\_

Name and Title

\_\_\_\_\_

Street Address

\_\_\_\_\_

City, State, Zip

\_\_\_\_\_

Date

**Gadsden District Schools** \_\_\_\_\_  
Sub-Recipient's Name

**H1108** \_\_\_\_\_  
DEM Contract Number

**4680-013-R** \_\_\_\_\_  
FEMA Project Number

**Attachment I**  
**Federal Funding Accountability and Transparency Act**  
**Instructions and Worksheet**

**PURPOSE:** The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA legislation requires information on federal awards (federal assistance and expenditures) be made available to the public via a single, searchable website, which is <http://www.usaspending.gov/>.

The FFATA Sub-award Reporting System (FSRS) is the reporting tool the Florida Division of Emergency Management (“FDEM” or “Division”) must use to capture and report sub-award and executive compensation data regarding first-tier sub-awards that obligate \$25,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

Note: This “Instructions and Worksheet” is meant to explain the requirements of the FFATA and give clarity to the FFATA Form distributed to sub-awardees for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

**ORGANIZATION AND PROJECT INFORMATION**

**The following information must be provided to the FDEM prior to the FDEM’s issuance of a sub-award (Agreement) that obligates \$25,000 or more in federal funds as described above. Please provide the following information and return the signed form to the Division as requested.**

PROJECT #: 4680-013-R  
FUNDING AGENCY: Federal Emergency Management Agency  
AWARD AMOUNT: \$ 52,215.00  
OBLIGATION/ACTION DATE: July 30, 2024  
SUBAWARD DATE (if applicable): \_\_\_\_\_  
UEID/SAM#: C2PTL16FKQE3

\*If your company or organization does not have a UEID/SAM number, you will need to obtain one from <https://sam.gov/content/entity-registration>The process to request a UEID/SAM number takes about ten minutes and is free of charge.

BUSINESS NAME: Gadsden County School District  
DBA NAME (IF APPLICABLE): \_\_\_\_\_  
PRINCIPAL PLACE OF BUSINESS ADDRESS: \_\_\_\_\_  
ADDRESS LINE 1: 35 Martin Luther King Jr. Blvd.  
ADDRESS LINE 2: \_\_\_\_\_  
ADDRESS LINE 3: \_\_\_\_\_  
CITY Quincy STATE FL ZIP CODE+4\*\* 32351

PARENT COMPANY UEID/SAM# (if applicable): \_\_\_\_\_  
SAM: C205L16FKQE3  
CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA#): \_\_\_\_\_

DESCRIPTION OF PROJECT (Up to 4000 Characters)

As a Hazard Mitigation Grant Program (HMGP) project, the Sub-Recipient shall provide backup power to Havana Magnet School, located at 1210 Kemp Road, Havana, Florida 32333.

The HMGP project shall provide protection by purchasing and installing one (1) permanent generator with a capacity of 30kW, or the adequate size determined by the vendor and/or electrical engineer during the bid process to appropriately support the critical infrastructure. The project includes the installation of a new automatic transfer switch (ATS) and electrical connections. The new generator shall replace the existing unit and shall be installed on the current concrete pad, with an integrated diesel fuel tank. The current 30kW generator, from 1995, is non-functional and has exceeded its project useful life (PUL), failing to meet the facility's energy needs during power outages. The school also serves as a public shelter and an interruption in the electric power supply would result in a loss of shelter and meal services. The project shall decrease the risk of electrical power loss to the public shelter's services during future power outages.

The generator(s) shall be protected against a 500-year flood event by implementing specific activities or by locating the generator(s) outside the Special Flood Hazard Area (SFHA), comply with applicable National Flood Insurance Program (NFIP) requirements and shall be protected against wind with a rated enclosure and appropriate anchoring based on its location requirements per ASCE 7 standards. The selected site shall provide sufficient space to maintain and fuel the generator(s) and shall comply with the National Electrical Code working clearance requirements. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

*Verify the approved project description above, if there is any discrepancy, please contact the project manager.*

**PRINCIPAL PLACE OF PROJECT PERFORMANCE (IF DIFFERENT THAN PRINCIPAL PLACE OF BUSINESS):**

Havana Magnet School  
ADDRESS LINE 1: 1210 Kemp Road  
ADDRESS LINE 2: \_\_\_\_\_  
ADDRESS LINE 3: \_\_\_\_\_  
CITY Havana STATE FL ZIP CODE+4\*\* 32333

**CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE:**

\*\*Providing the Zip+4 ensures that the correct Congressional District is reported.

**EXECUTIVE COMPENSATION INFORMATION:**

1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive (a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act, as defined at 2 C.F.R. 170.320; , (b) \$25,000,000 or more in annual gross revenues from U.S. Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act?

Yes  No

Type text here

***If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.***

2. Does the public have access to information about the compensation of the executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) Section 6104 of the Internal Revenue Code of 1986?

Yes  No

**If the answer to Question 2 is "Yes," move to the signature block below to complete the certification and submittal process. [Note: Securities Exchange Commission information should be accessible at <http://www.sec.gov/answers/execomp.htm>. Requests for Internal Revenue Service (IRS) information should be directed to the local IRS for further assistance.]**

**If the answer to Question 2 is "No" FFATA reporting is required. Provide the information required in the "TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR" appearing below to report the "Total Compensation" for the five (5) most highly compensated "Executives", in rank order, in your organization. For purposes of this request, the following terms apply as defined in 2 C.F.R. Ch. 1 Part 170 Appendix A:**

**"Executive"** is defined as "officers, managing partners, or other employees in management positions".

**"Total Compensation"** is defined as the cash and noncash dollar value earned by the executive during the most recently completed fiscal year and includes the following:

- i. Salary and bonus.
- ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- v. Above-market earnings on deferred compensation which is not tax-qualified.



- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

**TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR**

(Date of Fiscal Year Completion \_\_\_\_\_)

<b>Rank (Highest to Lowest)</b>	<b>Name (Last, First, MI)</b>	<b>Title</b>	<b>Total Compensation for Most Recently Completed Fiscal Year</b>
<b>1</b>			
<b>2</b>			
<b>3</b>			
<b>4</b>			
<b>5</b>			

THE UNDERSIGNED CERTIFIES THAT ON THE DATE WRITTEN BELOW, THE INFORMATION PROVIDED HEREIN IS ACCURATE.

SIGNATURE: *Sylvia R. Jackson*

NAME AND TITLE: Dr. Sylvia R. Jackson, Asst. Superintendent for Support Services

DATE: 3/7/2025

**Attachment J**  
**Mandatory Contract Provisions**

Provisions:

Any contract or subcontract funded by this Agreement must contain the applicable provisions outlined in Appendix II to 2 C.F.R. Part 200. It is the responsibility of the sub-recipient to include the required provisions. The following is a list of sample provisions from Appendix II to 2 C.F.R. Part 200 that may be required:<sup>1</sup>

**Appendix II to Part 200—Contract Provisions for Non-Federal Entity  
Contracts Under Federal Awards**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. Part 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 C.F.R. Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or Sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or

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<sup>1</sup> For example, the Davis-Bacon Act is not applicable to other FEMA grant and cooperative agreement programs, including the Public Assistance Program or Hazard Mitigation Grant Program; however, sub-recipient may include the provision in its subcontracts.

repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2 (a) and the recipient or Sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or Sub-recipient must comply with the requirements of 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 C.F.R. 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (3 C.F.R. Part 1986 Comp., p. 189) and 12689 (3 C.F.R. Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See 2 C.F.R. § 200.323 Procurement of recovered materials.

(K) See 2 C.F.R. §200.216 Prohibition on certain telecommunication and video surveillance services or equipment.

(L) See 2 C.F.R. §200.322 Domestic preferences for procurements

*(Appendix II to Part 200, Revised Eff. 11/12/2020).*

FEMA created the 2019 PDAT Contract Provisions Template to assist non-Federal entities. It is *available* at [https://www.fema.gov/media-library-data/1569959119092-92358d63e00d17639d5db4de015184c9/PDAT\\_ContractProvisionsTemplate\\_9-30-19.pdf](https://www.fema.gov/media-library-data/1569959119092-92358d63e00d17639d5db4de015184c9/PDAT_ContractProvisionsTemplate_9-30-19.pdf).

*Please note that the sub-recipient alone is responsible for ensuring that all language included in its contracts meets the requirements of 2 C.F.R. § 200.327 and 2 C.F.R. Part 200, Appendix II.*

**Attachment K**

**Certification Regarding Lobbying**

Check the appropriate box:

- This Certification Regarding Lobbying is required because the Contract, Grant, Loan, or Cooperative Agreement will exceed \$100,000 pursuant to 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.
- This Certification is not required because the Contract, Grant, Loan, or Cooperative Agreement will be less than \$100,000.

**APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Sub-Recipient or subcontractor, Gadsden County School District, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

*Sylvia R. Jackson*

Signature of Sub-Recipient/subcontractor's Authorized Official

Dr. Sylvia R. Jackson, Asst. Superintendent for Support Services

Name and Title of Sub-Recipient/subcontractor's Authorized Official

3/7/2025

Date

**Attachment L**

**Florida Accountability Contract Tracking System (FACTS)  
Requirements for Non-profit Organizations Under Section 216.1366, Florida Statutes  
Instructions and Worksheet**

**CONTRACT DOCUMENTATION REQUIREMENTS**

Section 216.1366, F.S., amended in 2023, establishes new documentation requirements for any contract for services executed, amended, or extended on or after July 1, 2023, with non-profit organizations as defined in s. 215.97 (2)(m). F.S. The contract must require the contractor to provide documentation that indicates the amount of state funds:

- Allocated to be used during the full term of the contract for remuneration to any member of the board of directors or an officer of the contractor.
- Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the contractor. The documentation must indicate the amounts and recipients of the remuneration.

Such information must be included in the contract tracking system maintained pursuant to s. 215.985 F.S. and must be posted on the contractor's website if the contractor maintains a website.

- As used in this subsection, the term:
  - o "Officer" means a Chief Executive Officer (CEO), Chief Financial Officer (CFO), Chief Operating Officer (COO), or any other position performing an equivalent function.
  - o "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan, or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing, and meals.
  - o "State funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the state Medicaid program.

Note: This "Instructions and Worksheet" is meant to explain the requirements of the Section 216.1366, F.S., amended in 2023, and give clarity to the attached form distributed to recipients and sub-recipients for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

**NON-PROFIT ORGANIZATION REMUNERATION INFORMATION**

1. Is your business or organization a non-profit organization as defined in s. 215.97 (2)(m). F.S.?  
Yes  No

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Will state funds be used as remuneration to any member of the board of directors or an officer in your business or organization?  
Yes  No

Type

If the answer to Question 2 is "Yes," provide the information required in the "Total Compensation Paid to Non-Profit Personnel Using State Funds" form below. A separate form should be completed for each member of the board of directors or officer being compensated using state funds. If the answer to Question 2 is "No", move to the signature block below to complete the certification and submittal process.

### Total Compensation Paid to Non-Profit Personnel Using State Funds

<b>Name:</b>		
<b>Title:</b>		
<b>Agency Agreement/Contract #</b>		
<b>Total Contract Amount</b>		
<b>Contract Term:</b>		
<b>Line Item Budget Category</b>	<b>Total Amount Paid</b>	<b>Amount Paid from State Funds</b>
Salaries		
Fringe Benefits		
Bonuses		
Accrued Paid Time Off		
Severance Payments		
Retirement Contributions		
In-Kind Payments		
Incentive Payments		
<b>Reimbursements/Allowances</b>		
Moving Expenses		
Transportation Costs		
Telephone Services		
Medical Services Costs		
Housing Costs		
Meals		
<b>CERTIFICATION: I certify that the amounts listed above are true and accurate and in accordance with the approved budget.</b>		
Name:	Dr. Sylvia R. Jackson	
Signature:	<i>Sylvia R. Jackson</i>	
Title:	Assistant Superintendent for Support Services	
Date:	3/7/2025	

ATTACHMENT M

FOREIGN COUNTRY OF CONCERN AFFIDAVIT –  
PERSONAL IDENTIFYING INFORMATION CONTRACT

Section 287.138, Florida Statutes, prohibits a Florida “Governmental entity”<sup>2</sup> from entering into or extending contracts with any other entity whereby such a contract, or extension thereof, could grant the other entity access to an individual’s personal identifying information if that entity is associated with a “Foreign Country of Concern.”<sup>3</sup> Specifically, section 287.138(2), Florida Statutes, prohibits such contracts with any entity that is owned by the government of a Foreign Country of Concern, any entity in which the government of a Foreign Country of Concern has a “controlling interest,”<sup>4</sup> and any entity organized under the laws of or which has its principal place of business in a Foreign Country of Concern.

As the person authorized to sign on behalf of Respondent, I hereby attest that the company identified above in the section entitled “Respondent Vendor Name” is not an entity owned by the government of a Foreign Country of Concern, no government of a Foreign Country of Concern has a controlling interest in the entity, and the entity has not been organized under the laws of or has its principal place of business in a Foreign Country of Concern.

I understand that pursuant to section 287.138, Florida Statutes, I am submitting this affidavit under penalty of perjury.

Respondent Vendor Name: <u>Gadsden County School District</u>		
Vendor FEIN: <u>59-6000-6150</u>		
Vendor’s Authorized Representative Name and Title: <u>Dr. Sylvia R. Jackson, Asst. Superintendent for Support S</u>		
Address: <u>35 Martin Luther King Jr. Blvd.</u>		
City: <u>Quincy</u>	State: <u>FL</u>	Zip: <u>32351</u>
Phone Number: <u>850-662-2238</u>		
Email Address: <u>jacksons@gcpsmail.com</u>		
Certified By: <u><i>Elijah Key</i></u> AUTHORIZED SIGNATURE		
Print Name and Title: <u>Elijah Key, Superintendent of Schools</u>		
Date: <u>3/7/2025</u>		

<sup>2</sup> As defined in Section 287.138 (1)(d), Florida Statutes.

<sup>3</sup> As defined in Section 287.138 (1)(c), Florida Statutes.

<sup>4</sup> As defined in Section 287.138 (1)(a), Florida Statutes.



**SUMMARY SHEET**

**RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA**

**AGENDA ITEM NO:**   8b  

**DATE OF SCHOOL BOARD MEETING:** 3/25/2025

**TITLE OF AGENDA ITEM:** PAEC Contract Agreement – Actuarial Services

**DIVISION:** Business & Finance

       **This is a CONTINUATION of a current project, grant, etc.**

**PURPOSE AND SUMMARY OF ITEM:**  
**(Type and Double Space)**

This contract is with PAEC (Panhandle Area Educational Consortium) and Gabirel, Roeder, Smith & Company (GRS) for actuarial services and to implement GASB (Governmental Accounting Standards Board) Statement 75 related to OPEB (Other Post Employment Benefits). The contract period is April 1, 2025, through June 30, 2027, with pricing as follows:

2025 Supplemental Fee	\$9,600
2026 Supplemental Fee	\$3,100
Actuarial Services	\$10,193 (\$9,600 GRS Services and \$593 Consortium Fees)

This contract must be approved by the Board and signed by the Superintendent.

**FUND SOURCE:** General Fund

**AMOUNT:** FY 24-25 \$19,793.00, FY 25-26 \$3,100.00

**PREPARED BY:** Marleni Bruner

**POSITION:** Director of Finance

---

**INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER**

       Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT’S SIGNATURE: page(s) numbered                   

CHAIRMAN’S SIGNATURE: page(s) numbered

## **Panhandle Area Educational Consortium Contract Agreement**

**THIS CONTRACT** is entered into by and between the Panhandle Area Educational Consortium, through its District of Record, the Washington County School Board, 753 West Boulevard Chipley Florida 32428 hereinafter called "contractee", and Gabriel, Roeder, Smith & Company, One East Broward Blvd. Ft. Lauderdale Florida 33301 hereinafter called "contractor," entitled RM/PC/Surplus.

The contract will commence April 1, 2025, and will continue until June 30, 2027. Mickey Hudson will direct the activities of the contract.

The Contractee agrees to compensate contractor in the amount of \$165,100.00 in accordance with the chart in the attached GRS engagement letter for 13 participating districts including PAEC. PAEC will pay GRS in two installments upon completion of the following for each participating district and PAEC: \$62,400 (\$4,800 per district) once all engagement letters are fully executed and \$62,400 (\$4,800 per district) upon transmittal of each participating district's draft base report for FY 2025. Due to substantial amount of work required for the implementation of GASB Statement 75, GRS will charge \$3,100 for each supplemental report. The total 2026 supplemental fees of \$40,300.00 (\$3,100 per district) will be billed upon transmittal of supplemental reports for FY 2026. This payment will be made in accordance with Marion County RFP#3033JD awarded to GRS on October 10, 2006.

The 10 participating PAEC Risk Management Consortium member districts (Calhoun, Franklin, Gulf, Holmes, Jackson, Jefferson, Liberty, Wakulla, Walton, and Washington) will be each be billed \$9,600 by PAEC in two installments as follows for reimbursement of funds paid to GRS: \$4,800.00 once all engagement letters are fully executed, \$4,800.00 upon transmittal of each participating district's final report and \$3,100 upon transmittal of supplemental reports for FY 2026.

The 2 participating district who are non-member of the PAEC Risk Management Consortium (Gadsden and Taylor) will be billed a total \$10,193.00 by PAEC (\$9,600 for GRS services plus \$593 for consortium services as outline in the GRS engagement letter) in two installments as follows for reimbursement of funds paid to GRS: \$5,096.50 once all engagement letters are fully executed and \$5,096.50 upon transmittal of each participating district's draft report. All participating district will be billed \$3,100 for the implementation of GASB statement 75 upon transmittal of supplemental reports.

The invoice should be signed by the contractor, reference the PAEC contract number, as shown above, include appropriate supporting documentation, and should be forwarded to the Frances Rogers, PAEC, 753 West Boulevard, Chipley, FL 32428. Mickey Hudson shall approve submitted material and invoices before payment is made.

PAEC will not be responsible for payment of any Worker's Compensation claims to the contractor or any employee of the contractor. The contractor understands that he/she is an independent contractor.

If applicable, verification of Level 2 screening, as stated in F.S. 1012.465, must be submitted to the PAEC Risk Management Department and approved before contract can be presented to the Washington County School Board, District of Record, for approval.

The services provided through this contract are stipulated as follows:

The contractor, Gabriel, Roeder, Smith & Company will:

1. Provide actuarial services to determine long term liability for retiree benefits for reporting on district annual financial statement as required under GASB Statement No. 75 OPEB (Other Post Employment Benefits).

The contractee, Panhandle Area Educational Consortium, through its District of Record, the Washington County School Board will:

1. Provide coordination between districts and contractor to facilitate exchange of information necessary for performance of contractual services.
2. Facilitate delivery of reports to districts to meet district reporting deadlines.
3. Provide payment to the contractor in a timely manner.

This contract is subject to the requirements of EDGAR Subpart 80 C Financial Administration – Sec. 80.35 Subawards to debarred and suspended parties.

a. No award will be made to parties that have been suspended or debarred from participation in federal assistance programs. A review of the official site for debarred and suspended parties or otherwise ineligible parties will be made prior to approval of this contract. Evidence of parties of this contract being included in such listings will deem the contractor ineligible making this contract null and void. By Executive Order 12549 and 12689, "Debarment and Suspension."

The contractor, as defined by the Attorney General Opinion No. 062-120, will perform all services and furnish all labor at the Payee/Grantee's risk assuming full responsibility for completion of services stipulated. The contractor is the party providing the services; the contractee is the party receiving the services and providing the payment for the services.

This Agreement is subject to the Laws of the State of Florida, in particular, the below listed provisions found in Florida Statutes 287.058, 287.0582, 216.347 and 215.422:

287.058 -

- (1) a. A provision that bills for fees or other compensation for services or expenses be submitted in detail sufficient for a proper preaudit and postaudit thereof.
  - c. A provision allowing unilateral cancellation by the agency for refusal by the contractor to allow public access to all documents, papers, letters, or other material made or received by the contractor in conjunction with the contract, unless the records are exempt from s. 24(a) of Art. I of the State Constitution and s. 119.07(1).
- (2) The agency head and the contractor prior to the rendering of any contractual service shall sign the written agreement.

287.0582 -

The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.

216.347 -

The terms of this agreement prohibit the expenditure of funds for the purpose of lobbying the Legislature or a state agency.

215.422 -

Agencies have 5 working days to inspect and approve goods and services, unless bid specifications or the P.O. specifies otherwise. With the exception of payments to health care providers for hospital, medical, or other health care services, if payment is not available within 40 days, measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved, a separate interest penalty set by the Comptroller pursuant to Section 55.03, F.S., will be due and payable in addition to the invoice amount. To obtain the applicable interest rate, please contact the Agency's Fiscal Section at the agency's main office. Payments to health care providers for hospitals, medical or other health care services, shall be made not more than 35 days from the date of eligibility for payment is determined, and the daily interest rate is .03333%. Invoices returned to a vendor due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to the agency. A Vendor Ombudsman, whose duties include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a State Agency, may be contacted at the agency's main office.

1012.465-

- (1) Non-instructional school district employees or contractual personnel who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds must meet Level 2

screening requirements as described in s. 1012.32, F.S. Contractual personnel shall include any vendor, individual, or entity under contract with the school board.

This Contract is also subject to the Laws of the United States of America, in particular those provisions for procurement - Contract Administration described in Title 34, Section 80.36(i), Code of Federal Regulations not previously covered in the above references to Florida Statutes. These provisions are:

- a. All records supporting project activities and the expenditure of funds must be maintained for a minimum of three years after the final payments and all other pending matters are closed.
- b. Access will be allowed by the grantee, the subgrantee, the Federal Grantor Agency, the Comptroller General of the United States or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
- c. The contractor understands that grantee will give the contractor thirty (30) days to take corrective action should it be determined that there is a violation of the contract. If corrective action is not taken by the contractor, funding will be withheld or revoked.
- d. For a contract in excess of \$10,000, the contractor understands that modifications and/or revisions to the financial and/or program aspects of this contract may be required as a result of changes in the grantee funding allocations. The contractor understands and agrees that if either party desires to change, modify, or terminate this Agreement, the proposed changes shall be negotiated and shall be written documents executed by both parties.

#### Audit Requirements

- A. If the contractor is a non-Federal entity that, during the effective period of this contract, expends \$500,000 or more in a year in Federal awards, the contractor shall have an audit conducted for that year in accordance with OMB Circular A-133 or in accordance with other applicable Federal regulations if excluded from coverage under OMB Circular A-133.
- B. A contractor who is required to have an audit conducted in accordance with the provisions of OMB Circular A-133, shall submit to PAEC a copy of the Reporting Package (as defined in the circular) when the schedule of findings and questioned costs disclose audit findings relating to this contract or when the summary schedule of prior audit findings reports the status of any audit findings relating to this contract.
- C. When the contractor is not required to submit the Reporting Package pursuant to Paragraph B above, the contractor shall submit to PAEC written notification that:
  1. An audit of the contractor was conducted in accordance with OMB Circular A-133, including timely filing;
  2. The schedule of findings and questioned costs disclosed no audit findings relating to any Federal award that PAEC provided;
  3. The summary schedule of prior audit findings did not report on the status of any audit findings relating to any Federal award that PAEC provided;
  4. No material issues of non-compliance were reported; and
  5. No reportable conditions related to internal controls were reported.
- D. A contractor excluded from coverage under OMB Circular A-133 and audited in accordance with other applicable Federal regulations, shall submit to PAEC a copy of all audit reports disclosing findings or questioned costs related to this contract or any Federal award that PAEC provided.

The contractor must identify the period covered by the audit and the name, amount, and CFDA number of the Federal award provided by PAEC. The contractor shall submit the documentation described above to PAEC within 30 days after receipt of the auditor's report but no later than nine months after the end of the audit period, unless a longer period is agreed to by the contractor's cognizant audit agency.

The address to which the foregoing shall be submitted is

PAEC  
ATTN: John Selover  
753 West Blvd.  
Chipley, FL 32428

#### Non-discrimination

The contractor agrees that no person will, on the basis of race, color, national origin, creed or religion be excluded from participation

in, be refused the benefits of, or be otherwise subjected to discrimination pursuant to the Act governing these funds or any project, program, activity or sub-grant supported by the requirements of (a) Title VI of the Civil Rights Act of 1964 which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended which prohibits discrimination in employment or any program or activity that receives or benefits from federal financial assistance on the basis of handicaps; (d) Age Discrimination Act 1975, as amended which prohibits discrimination on the basis of age, (e) Equal Employment Opportunity Program (EEO) must meet the requirements of 28 CFR 42.301.

**Force Majeure**

Neither party shall be in breach of this contract if there is a total or partial failure by it in its duties and obligations occasioned by any act of God, fire, act of foreign, federal, state or local government, or any other reason beyond its reasonable control. In the event of delay in performance due to any such cause, the date of the delivery or time for completion will be extended by a period of time reasonably necessary to overcome the effect of such delay.

**IN WITNESS WHEREFORE**, the parties have executed this CONTRACT/MODIFICATION and signing, thereby validating this CONTRACT/MODIFICATION, the parties also certify that each possesses legal authority to contractually bind their respective organizations in their capacity as a signatory official.

**Contractee**

**Contractor**

\_\_\_\_\_  
Thomas Register, Superintendent  
Washington County School Board

\_\_\_\_\_  
Gabriel, Roeder, Smith & Company

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
John Selover, Executive Director  
Panhandle Area Educational Consortium

\_\_\_\_\_  
38-1691268  
Federal ID #

\_\_\_\_\_  
Date

\_\_\_\_\_  
Elijah Key, Superintendent  
Gadsden County School Board

\_\_\_\_\_  
59-6000898  
Federal ID#

\_\_\_\_\_  
Date

WCSB Date: March 10, 2025



February 14, 2025

Mr. John T. Selover, Executive Director  
Panhandle Area Educational Consortium  
753 West Boulevard  
Chipley, Florida 32428

**Re: Actuarial Services Required under GASB Statement No. 75 OPEB (Other Post-Employment Benefits) for Districts Participating in Gateway**

Dear Mr. John T. Selover:

Gabriel, Roeder, Smith & Company (GRS) is pleased to provide actuarial services to each Participating District, including PAEC itself, in the Gateway program sponsored by the Panhandle Area Educational Consortium. By signing at the end of this Engagement Letter, all three parties (GRS, the District and the Consortium) agree to the terms set forth below. With respect to the actuarial services described herein for each District, the principal client of GRS is each respective District.

GRS

1. GRS agrees to provide telephone assistance and training, as needed, to Consortium staff regarding the OPEB Data Request and the Summary of OPEB Plan Provisions and any other related matters.
2. GRS agrees to perform an actuarial valuation of each participating District's OPEB as of June 30, 2024, pursuant to GASB Statement No. 75 and to prepare a separate formal base report for each participating District for the year ending June 30, 2025 ("FY 2025") and a supplemental report for the year ending June 30, 2026 ("FY 2026"). Each report will constitute the deliverable under this agreement for each participating District. The base report will present all actuarial numbers needed for the respective participating District to comply with GASB Statement No. 75 with respect to its financial statements for FY, 2025. The supplemental report will present all actuarial numbers needed for the respective participating District to comply with GASB Statement No. 75 with respect to its financial statements for the fiscal year ending FY 2026. Each report will be prepared assuming the participating District continues its OPEB plan on an unfunded (no OPEB Trust) basis for such fiscal year.
3. GRS will perform each District's actuarial valuation in accordance with the relevant Actuarial Standards of Practice and Code of Professional Conduct, as adopted by the Actuarial Standards Board. In addition, the results of each such actuarial valuation may be used in the preparation of the respective District's financial statement and in accordance with GASB Statements No. 75 and the related Implementation Guide.

4. The contents of each separate report (for each participating District) will include:
  - a. The updated Total OPEB Liability based on the appropriate discount rate for the reporting period. GASB 75 requires non-trusted plans to determine the Total OPEB Liability using updated market rates for 20-year municipal bonds prevailing on the respective measurement date.
  - b. A reconciliation of the Total OPEB Liability as required by GASB 75, which shows among other items the impact of benefit changes, assumption changes, and demographic gains/losses separately.
  - c. The OPEB expense and supplementary information required by GASB 75.
  - d. The characteristics of covered active members, retirees, and beneficiaries and other information required for the note disclosures.
  - e. A statement of outflows and inflows arising from the current reporting period.
  - f. A statement of outflows and inflows to be recognized in future OPEB expense.
  - g. A sensitivity analysis providing the Net OPEB Liability based on a 1% higher and 1% lower discount rate and a 1% higher and 1% lower health care trend assumption.
  - h. Additional calculations to reflect "significant changes" (other than the change in the municipal bond rate) for FY 2026 may incur additional charges.
5. A final version of the report for each District will be forwarded to the designated representative at each such District.
6. GRS will be available to any participating District which requests additional actuarial and consulting services directly from GRS relating to this engagement and its employee benefit plans. The actuarial and consulting services covered under this cooperative Engagement Letter (and included in the Base Fee) are limited to those services described in items 1 through 5, above, with respect to the actuarial valuation as of June 30, 2024 with results applicable to the fiscal years ending June 30, 2025 and 2026. The participating District may request additional actuarial and consulting services directly from GRS related to this engagement and its employee benefit plans in general for additional fees. These services may include:
  - a. Additional actuarial calculations for FY 2026 resulting from significant changes.
  - b. Additional actuarial calculations or consulting services regarding the establishment of an OPEB Trust.
  - c. Additional actuarial calculations or consulting services regarding alternative OPEB plan designs, such as changing the level of subsidies, eligibilities, Medicare incentives and alternatives, etc.
  - d. On-site meetings or educational workshops at the District's own location.



e. Other benefits consulting.

These would not be part of this Engagement Letter or otherwise under the umbrella of the Consortium, but would be engagements by the participating District directly with GRS. Fees and terms for such additional services shall be agreed upon in advance between GRS and the participating District and shall be paid directly to GRS by such participating District.

7. GRS will bill the Consortium for the Base and Supplemental Fees (described at the end of this Engagement Letter) for the base and supplemental actuarial valuation reports described in items 1 through 5, above.

Participating District

8. The participating District's management will appoint a primary representative responsible for this GASB Statement No. 75 project, at the District level. For example, for many Districts, this might be the Finance Director. While there may be other individuals at the District with whom Consortium and GRS staff may have contact and while the Consortium staff has numerous responsibilities and duties to conduct themselves, this individual should be considered the primary District contact responsible for the project, at the District level.
9. The participating District agrees to provide the Consortium with the authorization necessary for it to receive all requested data, documents or reports from Florida Retirement System and from each relevant insurance company, health maintenance organization, prescriptions benefit manager, or third party administrator.
10. The participating District agrees to provide the Consortium with a signed representation letter attesting to the reasonable steps it has taken to ensure that all member census, data, documents, reports, and other information it provides to the Consortium are complete and accurate, and that the Consortium and GRS may rely upon such data, documents, reports and other information with no duty to inquire or audit.
11. The participating District may request additional actuarial and consulting services directly from GRS relating to this engagement and its employee benefit plans. The actuarial and consulting services covered under this cooperative Engagement Letter (and included in the Base and Supplemental Fees) are limited to those services described in items 1 through 5, above, with respect to the actuarial valuation as of June 30, 2024 with results applicable to the fiscal years ending June 30, 2025 and 2026. The participating District may request additional actuarial and consulting services directly from GRS related to this engagement and its employee benefit plans in general for additional fees as described in item 7. These services would not be part of this Engagement Letter or otherwise under the umbrella of the Consortium, but would be engagements by the participating District directly with GRS. Fees and terms for such additional services shall be agreed upon in advance between GRS and the participating District and shall be paid directly to GRS by such participating District.





12. Any participating District with self-insured benefits is responsible for determining its own deferred outflows of resources due to benefits paid after the measurement date. Any participating District with fully insured benefits will be able to use the deferred outflows of resources due to benefits paid after the measurement date provided by GRS without adjustments.
13. The participating District is responsible for drafting any narrative portions of its own Notes to Financial Statements relating to GASB Statement No. 75 OPEB, subject to templates or other guidance provided by the office of the Florida Auditor General.
14. The participating District may release copies of the deliverable (the Actuarial Report) to other parties, but only in its entirety.

#### Consortium

15. The Consortium will collect all member census data requested by GRS, reformat and consolidate such data to conform to the specifications provided by GRS in the OPEB Data Request and forward such data to GRS.
16. The Consortium agrees to (a) gather and review benefits documents and information from each participating District, (b) forward the previous year's Summary of OPEB Plan Provisions provided by GRS to each participating District, (c) interview staff at each participating District concerning any changes or updates to the Summary, (d) obtain and forward to GRS a signed copy of the Summary with any changes or updates from each District, and (e) obtain from each District and forward to GRS the representation letter(s) using the template language GRS provides.
17. With respect to each relevant fully insured health-related benefit plan, the Consortium agrees to obtain documents and reports from each participating District or, as necessary, from each insurance company or health maintenance organization, as are necessary for GRS to assess the respective loss ratios associated with each such benefit plan.
18. With respect to each self-insured benefit plan, the Consortium agrees to obtain documents and reports from each participating District or, as necessary, from each claims payor (insurance company, health maintenance organization, prescription manager, third party administrator, etc.), as necessary, for GRS to develop total expected benefit costs (for claims, capitation and otherwise) incurred for each such benefit plan.
19. The Consortium agrees to provide GRS with a signed representation letter on its own letterhead attesting to the reasonable steps it has taken to ensure that all member census data, documents, reports and other information it provides to GRS are complete and accurate, and that GRS may rely upon such data, documents, reports and other information with no duty to inquire or audit.



Fees Payable to GRS

20. In this updated engagement, GRS proposes to increase the fees for preparation of the base report to **\$9,600** for each participating District (including the Consortium itself). This increase will be higher if fewer than 13 such Districts participate. However, GRS will charge **\$3,100** for each supplemental report provided all such Districts, the same as in the previous cycle. For the base actuarial valuation reports providing results applicable to FY 2025 and supplemental reports for FY 2026, the Consortium will pay to GRS the Base and Supplemental Fees as determined according to the following chart.

Number of Participating Districts (including PAEC)	FY 2025 Fees		FY 2026 Fees	
	Base Fee per District Accepting	Total 2023 Base Fee	Supplemental Fee per District Accepting	Total 2024 Supplemental Fee
14	\$9,600	\$134,400	\$3,100	\$43,400
13	9,600	124,800	3,100	40,300
12	9,800	117,600	3,300	39,600
11	9,800	107,800	3,300	36,300
10	10,100	101,000	3,500	35,000
8 or less	10,100	NA	3,500	NA

Once it is known how many Districts will be participating and once Engagement Letters are fully executed for each such District, one-half of the Total 2025 Base Fee will be billed, due and payable from the Consortium. This is the same procedure as in the previous engagement. The balance will be billed, due and payable from the Consortium upon the transmittal of each participating District's draft base report for FY 2025. The Total 2026 Supplemental Fees will be billed upon transmittal of supplemental reports for FY 2026.

Additional actuarial and consulting services may be engaged from GRS by each participating District individually and directly, as needed.

All Parties

To reduce litigation fees for all parties and in keeping with good business practices and, all parties agree to arbitration in the event of a dispute over performance, and waiver of jury in the event of trial.

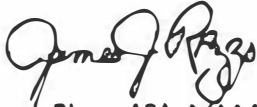
This Engagement Letter may be renewed with the agreement of all parties for the purposes of each additional bi-annual actuarial valuation cycle. The next such actuarial valuation would be scheduled as of June 30, 2026, and would produce results applicable to the fiscal years ending June 30, 2027 and 2028.



Mr. John T. Selover  
February 14, 2025  
Page 6

We look forward to working with the Consortium and each individual District. Thank you for the confidence you place in Gabriel, Roeder, Smith & Company. We will make every effort to provide prompt, accurate, understandable and useful results in this engagement.

Sincerely,



James J. Rizzo, ASA, MAAA, FCA  
Senior Consultant & Actuary

**FOR PANHANDLE AREA  
EDUCATIONAL CONSORTIUM**

\_\_\_\_\_  
Print Authorized Signer's Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

**PARTICIPATING DISTRICT**

\_\_\_\_\_  
Print Name of District

\_\_\_\_\_  
Print Authorized Signer's Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date



SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 10a

DATE OF SCHOOL BOARD MEETING: March 25, 2025 \_\_\_\_\_

TITLE OF AGENDA ITEM: Board Approval of the District Five- Year Work Plan

DIVISION:

X This is a CONTINUATION of a current project, grant, etc.

PURPOSE AND SUMMARY OF ITEM:

**The Facilities and Maintenance Department is requesting approval of the attached District's 2024 – 2025 Five Year Maintenance and Facilities Work Plan. This is an annual requirement of the Florida Department of Education Office of Educational Facilities.**

FUND SOURCE: N/A

AMOUNT: N/A

PREPARED BY: Brenton E. Hudson *BEH*

POSITION: Director of Facilities

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

N/A Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered N/A

CHAIRMAN'S SIGNATURE: page(s) numbered N/A

REVIEWED BY: *[Signature]*

**INTRODUCTION**

The 5-Year District Facilities Work Program is a very important document. The Department of Education, Legislature, Governor's Office, Division of Community Planning (growth management), local governments, and others use the work program information for various needs including funding, planning, and as the authoritative source for school facilities related information.

The district's facilities work program must be a complete, balanced capital outlay plan that is financially feasible. The first year of the work program is the districts capital outlay budget. To determine if the work program is balanced and financially feasible, the "Net Available Revenue" minus the "Funded Projects Costs" should sum to zero for "Remaining Funds".

If the "Remaining Funds" balance is zero, then the plan is both balanced and financially feasible.  
If the "Remaining Funds" balance is negative, then the plan is neither balanced nor feasible.  
If the "Remaining Funds" balance is greater than zero, the plan may be feasible, but it is not balanced.

**Summary of revenue/expenditures available for new construction and remodeling projects only.**

	2024 - 2025	2025 - 2026	2026 - 2027	2027 - 2028	2028 - 2029	Five Year Total
Total Revenues	\$68,277,557	\$0	\$0	\$0	\$0	\$68,277,557
Total Project Costs	\$68,277,557	\$0	\$0	\$0	\$0	\$68,277,557
Difference (Remaining Funds)	\$0	\$0	\$0	\$0	\$0	\$0

**District** GADSDEN COUNTY SCHOOL DISTRICT

**Fiscal Year Range**

**CERTIFICATION**

By submitting this electronic document, we certify that all information provided in this 5-year district facilities work program is accurate, all capital outlay resources are fully reported, and the expenditures planned represent a complete and balanced capital outlay plan for the district. The district Superintendent of Schools, Chief Financial Officer, and the School Board have approved the information contained in this 5-year district facilities work program; they certify to the Department of Education, Office of Educational Facilities, that the information contained herein is correct and accurate; they also certify that the plan has been developed in coordination with the general purpose local governments as required by §1013.35(2) F.S. We understand that any information contained in this 5-year district facilities work program is subject to audit by the Auditor General of the State of Florida.

**Date of School Board Adoption**

**Work Plan Submittal Date**

**DISTRICT SUPERINTENDENT**

**CHIEF FINANCIAL OFFICER**

**DISTRICT POINT-OF-CONTACT PERSON**

**JOB TITLE**

**PHONE NUMBER**

**E-MAIL ADDRESS**

# Expenditures

## Expenditure for Maintenance, Repair and Renovation from 1.50-Mills and PECO

Annually, prior to the adoption of the district school budget, each school board must prepare a tentative district facilities work program that includes a schedule of major repair and renovation projects necessary to maintain the educational and ancillary facilities of the district.

Item	2024 - 2025 Actual Budget	2025 - 2026 Projected	2026 - 2027 Projected	2027 - 2028 Projected	2028 - 2029 Projected	Total
HVAC	\$650,000	\$100,000	\$251,036	\$500,000	\$100,000	\$1,601,036
Locations:	CARTER-PARRAMORE ALTERNATIVE SCHOOL, CHATTAHOOCHEE ELEMENTARY, GADSDEN COUNTY HIGH SCHOOL, GADSDEN ELEMENTARY MAGNET SCHOOL (OLD), GADSDEN TECHNICAL INSTITUTE, GEORGE W MUNROE ELEMENTARY, GREENSBORO ELEMENTARY SCHOOL (NEW), HAVANA PK-08 SCHOOL, M D WALKER ADMINISTRATIVE CENTER, STEWART STREET ELEMENTARY, TRANSPORTATION CENTER, WEST GADSDEN MIDDLE SCHOOL					
Flooring	\$200,000	\$25,000	\$25,000	\$25,000	\$25,000	\$300,000
Locations:	CARTER-PARRAMORE ALTERNATIVE SCHOOL, CHATTAHOOCHEE ELEMENTARY, GADSDEN COUNTY HIGH SCHOOL, GADSDEN ELEMENTARY MAGNET SCHOOL (OLD), GADSDEN TECHNICAL INSTITUTE, GEORGE W MUNROE ELEMENTARY, GREENSBORO ELEMENTARY SCHOOL (NEW), HAVANA PK-08 SCHOOL, M D WALKER ADMINISTRATIVE CENTER, STEWART STREET ELEMENTARY, TRANSPORTATION CENTER, WEST GADSDEN MIDDLE SCHOOL					
Roofing	\$25,000	\$150,000	\$200,000	\$200,000	\$200,000	\$775,000
Locations:	CARTER-PARRAMORE ALTERNATIVE SCHOOL, CHATTAHOOCHEE ELEMENTARY, GADSDEN COUNTY HIGH SCHOOL, GADSDEN ELEMENTARY MAGNET SCHOOL (OLD), GADSDEN TECHNICAL INSTITUTE, GEORGE W MUNROE ELEMENTARY, GREENSBORO ELEMENTARY SCHOOL (NEW), HAVANA PK-08 SCHOOL, M D WALKER ADMINISTRATIVE CENTER, STEWART STREET ELEMENTARY, TRANSPORTATION CENTER, WEST GADSDEN MIDDLE SCHOOL					
Safety to Life	\$50,000	\$83,087	\$50,000	\$50,000	\$150,000	\$383,087
Locations:	CARTER-PARRAMORE ALTERNATIVE SCHOOL, CHATTAHOOCHEE ELEMENTARY, GADSDEN COUNTY HIGH SCHOOL, GADSDEN ELEMENTARY MAGNET SCHOOL (OLD), GADSDEN TECHNICAL INSTITUTE, GEORGE W MUNROE ELEMENTARY, GREENSBORO ELEMENTARY SCHOOL (NEW), HAVANA PK-08 SCHOOL, M D WALKER ADMINISTRATIVE CENTER, STEWART STREET ELEMENTARY, TRANSPORTATION CENTER, WEST GADSDEN MIDDLE SCHOOL					
Fencing	\$150,000	\$15,000	\$15,000	\$15,000	\$105,000	\$300,000
Locations:	CARTER-PARRAMORE ALTERNATIVE SCHOOL, CHATTAHOOCHEE ELEMENTARY, GADSDEN COUNTY HIGH SCHOOL, GADSDEN ELEMENTARY MAGNET SCHOOL (OLD), GADSDEN TECHNICAL INSTITUTE, GEORGE W MUNROE ELEMENTARY, GREENSBORO ELEMENTARY SCHOOL (NEW), HAVANA PK-08 SCHOOL, M D WALKER ADMINISTRATIVE CENTER, STEWART STREET ELEMENTARY, TRANSPORTATION CENTER, WEST GADSDEN MIDDLE SCHOOL					
Parking	\$65,000	\$10,000	\$25,000	\$25,000	\$125,000	\$250,000
Locations:	CARTER-PARRAMORE ALTERNATIVE SCHOOL, CHATTAHOOCHEE ELEMENTARY, GADSDEN COUNTY HIGH SCHOOL, GADSDEN ELEMENTARY MAGNET SCHOOL (OLD), GADSDEN TECHNICAL INSTITUTE, GEORGE W MUNROE ELEMENTARY, GREENSBORO ELEMENTARY SCHOOL (NEW), HAVANA PK-08 SCHOOL, M D WALKER ADMINISTRATIVE CENTER, STEWART STREET ELEMENTARY, TRANSPORTATION CENTER, WEST GADSDEN MIDDLE SCHOOL					
Electrical	\$76,252	\$25,000	\$25,000	\$15,000	\$15,000	\$156,252
Locations:	CARTER-PARRAMORE ALTERNATIVE SCHOOL, CHATTAHOOCHEE ELEMENTARY, GADSDEN COUNTY HIGH SCHOOL, GADSDEN ELEMENTARY MAGNET SCHOOL (OLD), GADSDEN TECHNICAL INSTITUTE, GEORGE W MUNROE ELEMENTARY, GREENSBORO ELEMENTARY SCHOOL (NEW), HAVANA PK-08 SCHOOL, M D WALKER ADMINISTRATIVE CENTER, STEWART STREET ELEMENTARY, TRANSPORTATION CENTER, WEST GADSDEN MIDDLE SCHOOL					
Fire Alarm	\$100,000	\$15,000	\$15,000	\$10,000	\$69,091	\$209,091
Locations:	CARTER-PARRAMORE ALTERNATIVE SCHOOL, CHATTAHOOCHEE ELEMENTARY, GADSDEN COUNTY HIGH SCHOOL, GADSDEN ELEMENTARY MAGNET SCHOOL (OLD), GADSDEN TECHNICAL INSTITUTE, GEORGE W MUNROE ELEMENTARY, GREENSBORO ELEMENTARY SCHOOL (NEW), HAVANA PK-08 SCHOOL, M D WALKER ADMINISTRATIVE CENTER, STEWART STREET ELEMENTARY, TRANSPORTATION CENTER, WEST GADSDEN MIDDLE SCHOOL					
Telephone/Intercom System	\$75,000	\$30,000	\$30,000	\$15,000	\$15,000	\$165,000
Locations:	CARTER-PARRAMORE ALTERNATIVE SCHOOL, CHATTAHOOCHEE ELEMENTARY, GADSDEN COUNTY HIGH SCHOOL, GADSDEN ELEMENTARY MAGNET SCHOOL (OLD), GADSDEN TECHNICAL INSTITUTE, GEORGE W MUNROE ELEMENTARY, GREENSBORO ELEMENTARY SCHOOL (NEW), HAVANA PK-08 SCHOOL, M D WALKER ADMINISTRATIVE CENTER, STEWART STREET ELEMENTARY, TRANSPORTATION CENTER, WEST GADSDEN MIDDLE SCHOOL					

Closed Circuit Television	\$0	\$0	\$0	\$0	\$0	\$0
Locations:	No Locations for this expenditure.					
Paint	\$175,000	\$20,000	\$15,000	\$15,000	\$30,000	\$255,000
Locations:	CARTER-PARRAMORE ALTERNATIVE SCHOOL, CHATTAHOOCHEE ELEMENTARY, GADSDEN COUNTY HIGH SCHOOL, GADSDEN ELEMENTARY MAGNET SCHOOL (OLD), GADSDEN TECHNICAL INSTITUTE, GEORGE W MUNROE ELEMENTARY, GREENSBORO ELEMENTARY SCHOOL (NEW), HAVANA PK-08 SCHOOL, M D WALKER ADMINISTRATIVE CENTER, STEWART STREET ELEMENTARY, TRANSPORTATION CENTER, WEST GADSDEN MIDDLE SCHOOL					
Maintenance/Repair	\$500,000	\$1,723,897	\$1,292,600	\$1,292,600	\$1,292,600	\$6,101,697
Locations:	CARTER-PARRAMORE ALTERNATIVE SCHOOL, CHATTAHOOCHEE ELEMENTARY, GADSDEN COUNTY HIGH SCHOOL, GADSDEN ELEMENTARY MAGNET SCHOOL (OLD), GADSDEN TECHNICAL INSTITUTE, GEORGE W MUNROE ELEMENTARY, GREENSBORO ELEMENTARY SCHOOL (NEW), HAVANA PK-08 SCHOOL, M D WALKER ADMINISTRATIVE CENTER, STEWART STREET ELEMENTARY, TRANSPORTATION CENTER, WEST GADSDEN MIDDLE SCHOOL					
<b>Sub Total:</b>	<b>\$2,066,252</b>	<b>\$2,196,984</b>	<b>\$1,943,636</b>	<b>\$2,162,600</b>	<b>\$2,126,691</b>	<b>\$10,496,163</b>

PECO Maintenance Expenditures	\$0	\$0	\$0	\$0	\$0	\$0
<b>1.50 Mill Sub Total:</b>	<b>\$2,066,252</b>	<b>\$2,196,984</b>	<b>\$1,943,636</b>	<b>\$2,162,600</b>	<b>\$2,126,691</b>	<b>\$10,496,163</b>

No items have been specified.

<b>Total:</b>	<b>\$2,066,252</b>	<b>\$2,196,984</b>	<b>\$1,943,636</b>	<b>\$2,162,600</b>	<b>\$2,126,691</b>	<b>\$10,496,163</b>
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**Local 1.50 Mill Expenditure For Maintenance, Repair and Renovation**

Anticipated expenditures expected from local funding sources over the years covered by the current work plan.

Item	2024 - 2025 Actual Budget	2025 - 2026 Projected	2026 - 2027 Projected	2027 - 2028 Projected	2028 - 2029 Projected	Total
Remaining Maint and Repair from 1.5 Mills	\$2,066,252	\$2,196,984	\$1,943,636	\$2,162,600	\$2,126,691	\$10,496,163
Maintenance/Repair Salaries	\$998,401	\$998,401	\$998,401	\$998,401	\$998,401	\$4,992,005
School Bus Purchases	\$1,353,290	\$200,000	\$600,000	\$590,146	\$750,000	\$3,493,436
Other Vehicle Purchases	\$55,000	\$55,000	\$55,000	\$50,000	\$80,000	\$295,000
Capital Outlay Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Rent/Lease Payments	\$0	\$0	\$0	\$0	\$0	\$0
COP Debt Service	\$0	\$0	\$0	\$0	\$0	\$0
Rent/Lease Relocatables	\$0	\$0	\$0	\$0	\$0	\$0
Environmental Problems	\$75,000	\$25,000	\$50,000	\$25,000	\$50,000	\$225,000
s.1011.14 Debt Service	\$0	\$0	\$0	\$0	\$0	\$0
Special Facilities Construction Account	\$0	\$0	\$0	\$0	\$0	\$0
Premiums for Property Casualty Insurance - 1011.71 (4a,b)	\$700,000	\$700,000	\$700,000	\$700,000	\$700,000	\$3,500,000
Qualified School Construction Bonds (QSCB)	\$0	\$0	\$0	\$0	\$0	\$0

Qualified Zone Academy Bonds (QZAB)	\$0	\$0	\$0	\$0	\$0	\$0
Skyward	\$165,000	\$165,000	\$165,000	\$165,000	\$165,000	\$825,000
<b>Local Expenditure Totals:</b>	<b>\$5,412,943</b>	<b>\$4,340,385</b>	<b>\$4,512,037</b>	<b>\$4,691,147</b>	<b>\$4,870,092</b>	<b>\$23,826,604</b>

## Revenue

### 1.50 Mill Revenue Source

Schedule of Estimated Capital Outlay Revenue from each currently approved source which is estimated to be available for expenditures on the projects included in the tentative district facilities work program. All amounts are NET after considering carryover balances, interest earned, new COP's, 1011.14 and 1011.15 loans, etc. Districts cannot use 1.5-Mill funds for salaries except for those explicitly associated with maintenance/repair projects. (1011.71 (5), F.S.)

Item	Fund	2024 - 2025 Actual Value	2025 - 2026 Projected	2026 - 2027 Projected	2027 - 2028 Projected	2028 - 2029 Projected	Total
(1) Non-exempt property assessed valuation		\$2,733,784,551	\$2,809,623,941	\$2,928,826,243	\$3,053,208,598	\$3,177,475,428	\$14,702,918,761
(2) The Millage projected for discretionary capital outlay per s.1011.71		1.50	1.50	1.50	1.50	1.50	
(3) Full value of the 1.50-Mill discretionary capital outlay per s.1011.71		\$4,592,758	\$4,720,168	\$4,920,428	\$5,129,390	\$5,338,159	\$24,700,903
(4) Value of the portion of the 1.50 -Mill ACTUALLY levied	370	\$3,936,650	\$4,045,858	\$4,217,510	\$4,396,620	\$4,575,565	\$21,172,203
(5) Difference of lines (3) and (4)		\$656,108	\$674,310	\$702,918	\$732,770	\$762,594	\$3,528,700

### PECO Revenue Source

The figure in the row designated "PECO Maintenance" will be subtracted from funds available for new construction because PECO maintenance dollars cannot be used for new construction.

Item	Fund	2024 - 2025 Actual Budget	2025 - 2026 Projected	2026 - 2027 Projected	2027 - 2028 Projected	2028 - 2029 Projected	Total
PECO New Construction	340	\$0	\$0	\$0	\$0	\$0	\$0
PECO Maintenance Expenditures		\$0	\$0	\$0	\$0	\$0	\$0
		<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

### CO & DS Revenue Source

Revenue from Capital Outlay and Debt Service funds.

Item	Fund	2024 - 2025 Actual Budget	2025 - 2026 Projected	2026 - 2027 Projected	2027 - 2028 Projected	2028 - 2029 Projected	Total
CO & DS Cash Flow-through Distributed	360	\$287,049	\$287,049	\$287,049	\$287,049	\$287,049	\$1,435,245
CO & DS Interest on Undistributed CO	360	\$7,478	\$7,478	\$7,478	\$7,478	\$7,478	\$37,390
		<b>\$294,527</b>	<b>\$294,527</b>	<b>\$294,527</b>	<b>\$294,527</b>	<b>\$294,527</b>	<b>\$1,472,635</b>



**Fair Share Revenue Source**

All legally binding commitments for proportionate fair-share mitigation for impacts on public school facilities must be included in the 5-year district work program.  
Nothing reported for this section.

**Sales Surtax Referendum**

Specific information about any referendum for a 1-cent or ½-cent surtax referendum during the previous year.

Did the school district hold a surtax referendum during the past fiscal year 2023 - 2024? No

**Additional Revenue Source**

Any additional revenue sources

Item	2024 - 2025 Actual Value	2025 - 2026 Projected	2026 - 2027 Projected	2027 - 2028 Projected	2028 - 2029 Projected	Total
Proceeds from a s.1011.14/15 F.S. Loans	\$0	\$0	\$0	\$0	\$0	\$0
District Bonds - Voted local bond referendum proceeds per s.9, Art VII State Constitution	\$0	\$0	\$0	\$0	\$0	\$0
Proceeds from Special Act Bonds	\$0	\$0	\$0	\$0	\$0	\$0
Estimated Revenue from CO & DS Bond Sale	\$0	\$0	\$0	\$0	\$0	\$0
Proceeds from Voted Capital Improvements millage	\$0	\$0	\$0	\$0	\$0	\$0
Other Revenue for Other Capital Projects	\$0	\$0	\$0	\$0	\$0	\$0
Proceeds from 1/2 cent sales surtax authorized by school board	\$0	\$0	\$0	\$0	\$0	\$0
Proceeds from local governmental infrastructure sales surtax	\$0	\$0	\$0	\$0	\$0	\$0
Proceeds from Certificates of Participation (COP's) Sale	\$0	\$0	\$0	\$0	\$0	\$0
Classrooms First Bond proceeds amount authorized in FY 1997-98	\$0	\$0	\$0	\$0	\$0	\$0
Classrooms for Kids	\$0	\$0	\$0	\$0	\$0	\$0
District Equity Recognition	\$0	\$0	\$0	\$0	\$0	\$0
Federal Grants	\$0	\$0	\$0	\$0	\$0	\$0
Proportionate share mitigation (actual cash revenue only, not in kind donations)	\$0	\$0	\$0	\$0	\$0	\$0
Impact fees received	\$0	\$0	\$0	\$0	\$0	\$0
Private donations	\$0	\$0	\$0	\$0	\$0	\$0
Grants from local governments or not-for-profit organizations	\$0	\$0	\$0	\$0	\$0	\$0
Interest, Including Profit On Investment	\$0	\$0	\$0	\$0	\$0	\$0

Revenue from Bonds pledging proceeds from 1 cent or 1/2 cent Sales Surtax	\$0	\$0	\$0	\$0	\$0	\$0
Total Fund Balance Carried Forward	\$1,181,766	\$0	\$0	\$0	\$0	\$1,181,766
General Capital Outlay Obligated Fund Balance Carried Forward From Total Fund Balance Carried Forward	\$0	\$0	\$0	\$0	\$0	\$0
Special Facilities Construction Account	\$68,277,557	\$0	\$0	\$0	\$0	\$68,277,557
One Cent - 1/2 Cent Sales Surtax Debt Service From Total Fund Balance Carried Forward	\$0	\$0	\$0	\$0	\$0	\$0
Capital Outlay Projects Funds Balance Carried Forward From Total Fund Balance Carried Forward	\$0	\$0	\$0	\$0	\$0	\$0
<b>Subtotal</b>	<b>\$69,459,323</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$69,459,323</b>

**Total Revenue Summary**

Item Name	2024 - 2025 Budget	2025 - 2026 Projected	2026 - 2027 Projected	2027 - 2028 Projected	2028 - 2029 Projected	Five Year Total
Local 1.5 Mill Discretionary Capital Outlay Revenue	\$3,936,650	\$4,045,858	\$4,217,510	\$4,396,620	\$4,575,565	\$21,172,203
PECO and 1.5 Mill Maint and Other 1.5 Mill Expenditures	(\$5,412,943)	(\$4,340,385)	(\$4,512,037)	(\$4,691,147)	(\$4,870,092)	(\$23,826,604)
PECO Maintenance Revenue	\$0	\$0	\$0	\$0	\$0	\$0
<b>Available 1.50 Mill for New Construction</b>	<b>(\$1,476,293)</b>	<b>(\$294,527)</b>	<b>(\$294,527)</b>	<b>(\$294,527)</b>	<b>(\$294,527)</b>	<b>(\$2,654,401)</b>

Item Name	2024 - 2025 Budget	2025 - 2026 Projected	2026 - 2027 Projected	2027 - 2028 Projected	2028 - 2029 Projected	Five Year Total
CO & DS Revenue	\$294,527	\$294,527	\$294,527	\$294,527	\$294,527	\$1,472,635
PECO New Construction Revenue	\$0	\$0	\$0	\$0	\$0	\$0
Other/Additional Revenue	\$69,459,323	\$0	\$0	\$0	\$0	\$69,459,323
<b>Total Additional Revenue</b>	<b>\$69,753,850</b>	<b>\$294,527</b>	<b>\$294,527</b>	<b>\$294,527</b>	<b>\$294,527</b>	<b>\$70,931,958</b>
<b>Total Available Revenue</b>	<b>\$68,277,557</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$68,277,557</b>

**Project Schedules**

**Capacity Project Schedules**

A schedule of capital outlay projects necessary to ensure the availability of satisfactory classrooms for the projected student enrollment in K-12 programs.

Project Description	Location		2024 - 2025	2025 - 2026	2026 - 2027	2027 - 2028	2028 - 2029	Total	Funded
NEW PK- 8	Location not specified	Planned Cost:	\$68,277,557	\$0	\$0	\$0	\$0	\$68,277,557	Yes
		Student Stations:	1,200	1,200	0	0	0	2,400	
		Total Classrooms:	0	0	0	0	0	0	
		Gross Sq Ft:	120,000	120,000	0	0	0	240,000	

<b>Planned Cost:</b>	<b>\$68,277,557</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$68,277,557</b>
<b>Student Stations:</b>	<b>1,200</b>	<b>1,200</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2,400</b>
<b>Total Classrooms:</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Gross Sq Ft:</b>	<b>120,000</b>	<b>120,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>240,000</b>

**Other Project Schedules**

Major renovations, remodeling, and additions of capital outlay projects that do not add capacity to schools.

Nothing reported for this section.

**Additional Project Schedules**

Any projects that are not identified in the last approved educational plant survey.

Nothing reported for this section.

**Non Funded Growth Management Project Schedules**

Schedule indicating which projects, due to planned development, that CANNOT be funded from current revenues projected over the next five years.

Nothing reported for this section.

**Tracking**

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**Capacity Tracking**

Location	2024 - 2025 Satis. Stu. Sta.	Actual 2024 - 2025 FISH Capacity	Actual 2023 - 2024 COFTE	# Class Rooms	Actual Average 2024 - 2025 Class Size	Actual 2024 - 2025 Utilization	New Stu. Capacity	New Rooms to be Added/Removed	Projected 2028 - 2029 COFTE	Projected 2028 - 2029 Utilization	Projected 2028 - 2029 Class Size
GREENSBORO ELEMENTARY SCHOOL (NEW)	371	371	241	19	13	65.00 %	0	0	400	108.00 %	21
GADSDEN ELEMENTARY MAGNET SCHOOL (OLD)	0	0	0	0	0	0.00 %	0	0	0	0.00 %	0
CHATTAHOOCHEE ELEMENTARY	383	383	140	20	7	37.00 %	0	0	300	78.00 %	15
JAMES A SHANKS MIDDLE SCHOOL	1,092	982	525	47	11	53.00 %	0	0	1,000	102.00 %	21
CARTER-PARRAMORE ALTERNATIVE SCHOOL	659	659	85	30	3	13.00 %	0	0	85	13.00 %	3
HAVANA PK-08 SCHOOL	881	792	500	42	12	63.00 %	0	0	500	63.00 %	12
GADSDEN COUNTY HIGH SCHOOL	1,529	1,452	1,007	63	16	69.00 %	0	0	784	54.00 %	12
GADSDEN TECHNICAL INSTITUTE	266	266	16	15	1	6.00 %	0	0	0	0.00 %	0
WEST GADSDEN MIDDLE SCHOOL	799	719	432	37	12	60.00 %	0	0	258	36.00 %	7
	<b>5,980</b>	<b>5,624</b>	<b>2,945</b>	<b>273</b>	<b>11</b>	<b>52.37 %</b>	<b>0</b>	<b>0</b>	<b>3,327</b>	<b>59.16 %</b>	<b>12</b>

The COFTE Projected Total (3,327) for 2028 - 2029 must match the Official Forecasted COFTE Total (3,328 ) for 2028 - 2029 before this section can be completed. In the event that the COFTE Projected Total does not match the Official forecasted COFTE, then the Balanced Projected COFTE Table should be used to balance COFTE.

Projected COFTE for 2028 - 2029	
Elementary (PK-3)	1,301
Middle (4-8)	1,242
High (9-12)	784
	<b>3,328</b>

Grade Level/ Type	Balanced Projected COFTE for 2028 - 2029
Elementary (PK-3)	0
Middle (4-8)	0
High (9-12)	0
	<b>3,327</b>

**Relocatable Replacement**

Number of relocatable classrooms clearly identified and scheduled for replacement in the school board adopted financially feasible 5-year district work program.

Location	2024 - 2025	2025 - 2026	2026 - 2027	2027 - 2028	2028 - 2029	Year 5 Total
<b>Total Relocatable Replacements:</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

**Charter Schools Tracking**

Information regarding the use of charter schools.

Location-Type	# Relocatable units or permanent classrooms	Owner	Year Started or Scheduled	Student Stations	Students Enrolled	Years in Contract	Total Charter Students projected for 2028 - 2029
Crossroad Academy Charter School of Business	24	SCHOOL BOARD	1998	444	524	15	500
	<b>24</b>			<b>444</b>	<b>524</b>		<b>500</b>

**Special Purpose Classrooms Tracking**

The number of classrooms that will be used for certain special purposes in the current year, by facility and type of classroom, that the district will, 1), not use for educational purposes, and 2), the co-teaching classrooms that are not open plan classrooms and will be used for educational purposes.

School	School Type	# of Elementary K-3 Classrooms	# of Middle 4-8 Classrooms	# of High 9-12 Classrooms	# of ESE Classrooms	# of Combo Classrooms	Total Classrooms
JAMES A SHANKS MIDDLE SCHOOL	Educational	0	40	0	1	0	41
CARTER-PARRAMORE ALTERNATIVE SCHOOL	Educational	1	26	1	0	0	28
HAVANA PK-08 SCHOOL	Educational	18	14	0	1	0	33
CHATTAHOOCHEE ELEMENTARY	Educational	9	9	0	1	0	19
WEST GADSDEN MIDDLE SCHOOL	Educational	4	24	0	0	0	28
GADSDEN COUNTY HIGH SCHOOL	Educational	0	0	38	2	0	40
GREENSBORO ELEMENTARY SCHOOL (NEW)	Educational	10	10	0	0	0	20
<b>Total Educational Classrooms:</b>		<b>42</b>	<b>123</b>	<b>39</b>	<b>5</b>	<b>0</b>	<b>209</b>

School	School Type	# of Elementary K-3 Classrooms	# of Middle 4-8 Classrooms	# of High 9-12 Classrooms	# of ESE Classrooms	# of Combo Classrooms	Total Classrooms
<b>Total Co-Teaching Classrooms:</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

**Infrastructure Tracking**

Necessary offsite infrastructure requirements resulting from expansions or new schools. This section should include infrastructure information related to capacity project schedules and other project schedules (Section 4).

Not Specified

Proposed location of planned facilities, whether those locations are consistent with the comprehensive plans of all affected local governments, and recommendations for Infrastructure and other Improvements to land adjacent to existing facilities. Provisions of 1013.33(12), (13) and (14) and 1013.36 must be addressed for new facilities planned within the 1st three years of the plan (Section 5).

Not Specified

Consistent with Comp Plan? No

**Net New Classrooms**

The number of classrooms, by grade level and type of construction, that were added during the last fiscal year.

List the net new classrooms added in the 2023 - 2024 fiscal year.					List the net new classrooms to be added in the 2024 - 2025 fiscal year.			
"Classrooms" is defined as capacity carrying classrooms that are added to increase capacity to enable the district to meet the Class Size Amendment.					Totals for fiscal year 2024 - 2025 should match totals in Section 15A.			
Location	2023 - 2024 # Permanent	2023 - 2024 # Modular	2023 - 2024 # Relocatable	2023 - 2024 Total	2024 - 2025 # Permanent	2024 - 2025 # Modular	2024 - 2025 # Relocatable	2024 - 2025 Total
Elementary (PK-3)	0	0	0	0	0	0	0	0
Middle (4-8)	0	0	0	0	0	0	0	0
High (9-12)	0	0	0	0	0	0	0	0
	0	0	0	0	0	0	0	0

**Relocatable Student Stations**

Number of students that will be educated in relocatable units, by school, in the current year, and the projected number of students for each of the years in the workplan.

Site	2024 - 2025	2025 - 2026	2026 - 2027	2027 - 2028	2028 - 2029	5 Year Average
JAMES A SHANKS MIDDLE SCHOOL	0	0	0	0	0	0
CARTER-PARRAMORE ALTERNATIVE SCHOOL	0	0	0	0	0	0
HAVANA PK-08 SCHOOL	0	0	0	0	0	0
GADSDEN ELEMENTARY MAGNET SCHOOL (OLD)	0	0	0	0	0	0
CHATTAHOOCHEE ELEMENTARY	0	0	0	0	0	0
GADSDEN TECHNICAL INSTITUTE	19	19	19	0	0	11
WEST GADSDEN MIDDLE SCHOOL	77	0	0	0	0	15
GADSDEN COUNTY HIGH SCHOOL	0	0	0	0	0	0
GREENSBORO ELEMENTARY SCHOOL (NEW)	0	0	0	0	0	0

Totals for GADSDEN COUNTY SCHOOL DISTRICT						
Total students in relocatables by year.	96	19	19	0	0	27
Total number of COFTE students projected by year.	3,700	3,601	3,518	3,405	3,328	3,510
Percent in relocatables by year.	3 %	1 %	1 %	0 %	0 %	1 %

**Leased Facilities Tracking**

Existing leased facilities and plans for the acquisition of leased facilities, including the number of classrooms and student stations, as reported in the educational plant survey, that are planned in that location at the end of the five year workplan.

Location	# of Leased Classrooms 2024 - 2025	FISH Student Stations	Owner	# of Leased Classrooms 2028 - 2029	FISH Student Stations
GADSDEN ELEMENTARY MAGNET SCHOOL (OLD)	0	0		0	0
WEST GADSDEN MIDDLE SCHOOL	0	0		0	0
CARTER-PARRAMORE ALTERNATIVE SCHOOL	0	0		0	0
HAVANA PK-08 SCHOOL	0	0		0	0
GADSDEN COUNTY HIGH SCHOOL	0	0		0	0
GADSDEN TECHNICAL INSTITUTE	0	0		0	0
JAMES A SHANKS MIDDLE SCHOOL	0	0		0	0
CHATTAHOOCHEE ELEMENTARY	0	0		0	0
GREENSBORO ELEMENTARY SCHOOL (NEW)	0	0		0	0
	0	0		0	0

**Failed Standard Relocatable Tracking**

Relocatable units currently reported by school, from FISH, and the number of relocatable units identified as 'Failed Standards'.

Nothing reported for this section.

**Planning**

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**Class Size Reduction Planning**

Plans approved by the school board that reduce the need for permanent student stations such as acceptable school capacity levels, redistricting, busing, year-round schools, charter schools, magnet schools, public-private partnerships, multitrack scheduling, grade level organization, block scheduling, or other alternatives.

The School Board of Gadsden County anticipates constructing a new PreK-8 school which will be designed to accommodate appropriate number of student stations consolidating at minimum 4 schools eliminating surplus stations.  
West wing of bldg. 400 at GCHS will be remodeled for grades 6-8 full-time ESE students.

**School Closure Planning**

Plans for the closure of any school, including plans for disposition of the facility or usage of facility space, and anticipated revenues.

The School Board has reevaluating its new school site and determined the Shanks site to be the best location. The old school will be razed and the new one built there. The School Board will keep the old Stewart St site for a storage facility and remodel for ancillary administration offices.  
The School Board will raze the Gadsden Elementary Magnet site. The School Board will raze the George Monroe school Site.  
The School Board will raze the Carter Parramore site.  
The School Board will relocate students from the Greensboro Elem. School to the West Gadsden Middle school making it a Pre-K thru 8.

**Long Range Planning**

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**Ten-Year Maintenance**

District projects and locations regarding the projected need for major renovation, repair, and maintenance projects within the district in years 6-10 beyond the projects plans detailed in the five years covered by the work plan.

Nothing reported for this section.

**Ten-Year Capacity**

Schedule of capital outlay projects projected to ensure the availability of satisfactory student stations for the projected student enrollment in K-12 programs for the future 5 years beyond the 5-year district facilities work program.

Nothing reported for this section.

**Ten-Year Planned Utilization**

Schedule of planned capital outlay projects identifying the standard grade groupings, capacities, and planned utilization rates of future educational facilities of the district for both permanent and relocatable facilities.

Grade Level Projections	FISH Student Stations	Actual 2023 - 2024 FISH Capacity	Actual 2023 - 2024 COFTE	Actual 2023 - 2024 Utilization	Actual 2024 - 2025 / 2033 - 2034 new Student Capacity to be added/removed	Projected 2033 - 2034 COFTE	Projected 2033 - 2034 Utilization
Elementary - District Totals	754	754	380.65	50.53 %	0	0	0.00 %
Middle - District Totals	2,772	2,493	1,456.17	58.40 %	0	0	0.00 %
High - District Totals	1,529	1,452	1,007.26	69.35 %	0	0	0.00 %
Other - ESE, etc	2,204	1,058	948.83	89.70 %	0	0	0.00 %
	<b>7,259</b>	<b>5,757</b>	<b>3,792.91</b>	<b>65.88 %</b>	<b>0</b>	<b>0</b>	<b>0.00 %</b>

**Combination schools are included with the middle schools for student stations, capacity, COFTE and utilization purposes because these facilities all have a 90% utilization factor. Use this space to explain or define the grade groupings for combination schools.**

No comments to report.

**Ten-Year Infrastructure Planning**

Nothing reported for this section.



**Twenty-Year Maintenance**

District projects and locations regarding the projected need for major renovation, repair, and maintenance projects within the district in years 11-20 beyond the projects plans detailed in the five years covered by the work plan.

Nothing reported for this section.

**Twenty-Year Capacity**

Schedule of capital outlay projects projected to ensure the availability of satisfactory student stations for the projected student enrollment in K-12 programs for the future 11-20 years beyond the 5-year district facilities work program.

Nothing reported for this section.

**Twenty-Year Planned Utilization**

Schedule of planned capital outlay projects identifying the standard grade groupings, capacities, and planned utilization rates of future educational facilities of the district for both permanent and relocatable facilities.

Grade Level Projections	FISH Student Stations	Actual 2023 - 2024 FISH Capacity	Actual 2023 - 2024 COFTE	Actual 2023 - 2024 Utilization	Actual 2024 - 2025 / 2043 - 2044 new Student Capacity to be added/removed	Projected 2043 - 2044 COFTE	Projected 2043 - 2044 Utilization
Elementary - District Totals	754	754	380.65	50.53 %	0	0	0.00 %
Middle - District Totals	2,772	2,493	1,456.17	58.40 %	0	0	0.00 %
High - District Totals	1,529	1,452	1,007.26	69.35 %	0	0	0.00 %
Other - ESE, etc	2,204	1,058	948.83	89.70 %	0	0	0.00 %
	<b>7,259</b>	<b>5,757</b>	<b>3,792.91</b>	<b>65.88 %</b>	<b>0</b>	<b>0</b>	<b>0.00 %</b>

**Combination schools are included with the middle schools for student stations, capacity, COFTE and utilization purposes because these facilities all have a 90% utilization factor. Use this space to explain or define the grade groupings for combination schools.**

No comments to report.

... comments to report

**Twenty-Year Infrastructure Planning**

Nothing reported for this section.