

RESOLUTION NO. 2024-75

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE A FUNDING ASSISTANCE AGREEMENT BY AND BETWEEN ST. JOHNS COUNTY AND SCHOOL BOARD OF ST. JOHNS COUNTY, INC FOR A CAPITAL DISTRIBUTION OF A SUB AWARD FROM THE AMERICAN RESCUE PLAN REVENUE FUND BUDGET.

WHEREAS, St. Johns County is a political subdivision of the State of Florida, hereinafter referred to as “COUNTY”, and **SCHOOL BOARD OF ST. JOHNS COUNTY, FLORIDA**, hereinafter referred to as “SCHOOL BOARD” is a political subdivision of the State of Florida; and,

WHEREAS, on May 11, 2021, President Biden signed Public Law No. 117-2 (03/11/2021), also referred to as the American Rescue Plan Act of 2021 (“the ARPA”), into law; and

WHEREAS, Section 9901 of the ARPA amended Title VI of the Social Security Act to add Section 603, which establishes the Coronavirus Local Fiscal Recovery Fund to provide support to local government efforts in responding to the impact of and containing, COVID-19; and

WHEREAS, the County received ARPA funds from the U.S. federal government to be used toward seven established expenditure categories of eligible uses: (1) Public Health; (2) Negative Economic Impacts; (3) Public Health-Negative Economic Impacts (4) Premium Pay; (5) Infrastructure; (6) Revenue Replacement; and (7) Administrative; and

WHEREAS, the funding provided to SCHOOL BOARD is expected to support SCHOOL BOARD in achieving a purpose outlined in the ARPA, as more specifically set forth in this Funding Agreement; and

WHEREAS, SCHOOL BOARD acknowledges that it is receiving federal grant funding with specific rules for the funds use and the time in which those funds must be encumbered and spent and acknowledges that the County would be responsible for repayment of the funds in this agreement to the federal government not eligible under the grant or not spent before December 31, 2026; and

WHEREAS, this award to the SCHOOL BOARD is for the construction of the infrastructure for the projects described by the exhibits attached to this agreement before December 31, 2026, the SCHOOL BOARD; and

WHEREAS, by this Agreement, the SCHOOL BOARD intends to be bound to comply with the purposes outlined in the ARPA in exchange for the funding received; and

WHEREAS, SCHOOL BOARD requests and the COUNTY agrees, to provide funding to SCHOOL BOARD for an eligible grant for capital improvements under the American Rescue Plan Act, pursuant to the terms and conditions specified herein; and

WHEREAS, staff and the SCHOOL BOARD has negotiated to draft an Agreement, this Agreement is consistent with American Rescue Plan Act guidelines to respond to the public health emergency or its negative economic impacts; and

WHEREAS, SCHOOL BOARD has executed the attached Agreement; and

WHEREAS, upon execution of this Resolution and the Agreement, the County will be approving the distribution of seven million six hundred and fourteen thousand one hundred and eight 00/100 dollars (\$7,614,108.00) of ARPA funding, for SCHOOL BOARD'S capital project.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of St. Johns County, Florida, that:

Section 1. The County Administrator is hereby authorized to approve and execute a Contract regarding the FUNDING AGREEMENT American Rescue Plan Act for SCHOOL BOARD by and between St. Johns County and SCHOOL BOARD substantially in the form of that which is attached hereto.

Section 2. Upon acceptance by the County Administrator, the Clerk is instructed to record the agreement in the official records of St. Johns County, Florida.

Section 3. To the extent that there are typographical errors that do not change the tone, tenor, or context of this Resolution, then this Resolution may be revised without subsequent approval of the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 20th day of February, 2024.

**BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA**

Rendition Date: FEB 20 2024

By: _____

Sarah Arnold, Chair

ATTEST: Brandon J. Patty, Clerk of
the Circuit Court & Comptroller

By: Crystal Smith
Deputy Clerk



FUNDING AGREEMENT
American Rescue Plan Act

This Funding Agreement (the “Agreement”) is made and entered into on this ____ day of _____, 2024 (the “Effective Date”) by and between the **St. Johns County, Florida**, a Florida municipal corporation (the “COUNTY”), and the **School Board of St. Johns County, Florida**, a political subdivision of the state of Florida (the “DISTRICT”), hereinafter, individually, sometimes, “Party,” and jointly, the “Parties.”

RECITALS

WHEREAS, on May 11, 2021, President Biden signed Public Law No. 117-2 (03/11/2021), also referred to as the American Rescue Plan Act of 2021 (“the ARPA”), into law; and

WHEREAS, Section 9901 of the ARPA amended Title VI of the Social Security Act to add Section 603, which establishes the Coronavirus Local Fiscal Recovery Fund to provide support to local government efforts in responding to the impact of and containing, COVID-19; and

WHEREAS, the COUNTY received ARPA funds from the U.S. federal government to be used toward seven established expenditure categories of eligible uses: (1) Public Health; (2) Negative Economic Impacts; (3) Public Health-Negative Economic Impacts (4) Premium Pay; (5) Infrastructure; (6) Revenue Replacement; and (7) Administrative; and

WHEREAS, the funding provided to the DISTRICT is expected to support the DISTRICT in achieving a purpose outlined in the ARPA, as more specifically set forth in this Funding Agreement; and

WHEREAS, DISTRICT acknowledges that it is receiving federal grant funding with specific rules, including but not limited to the Contract Provisions for Non-Federal Entity Contracts Under Federal Awards recited at Appendix II to 2 C.F.R. Part 200, for the funds’ use and the time in which those funds must be encumbered and spent and acknowledges that the COUNTY would be responsible for repayment of the funds in this Agreement to the federal government that either are ineligible under the grant or are not *spent before December 31, 2026*, and

WHEREAS, this award to the DISTRICT is for the construction of the project described by the exhibits attached to this Agreement *before December 31, 2026*.

WHEREAS, by this Agreement, the DISTRICT intends to be bound to comply with the purposes outlined in the ARPA in exchange for the funding received.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. ARPA Funding; Restrictions and Use.

- a. **Restrictions.** The DISTRICT understands and agrees that the District must comply with the eligible use criteria and corresponding reporting responsibilities applicable to the Services the DISTRICT will provide, as established in the ARPA and associated regulations, including 31 C.F.R. Part 35 (the “Final Rule”), and as set forth in the Treasury’s *Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds* published November 30, 2023 by the U.S. Department of the Treasury (“Treasury”), in addition to any amendments that may subsequently be made to these regulations, guidance or other associated rules. The same shall be true for any third-party Service provider(s) the DISTRICT may retain. No funds shall be authorized to assist with ineligible activities, including, but not limited to, fundraising activities or gratuitous expenses or bonuses. The DISTRICT may use the ARPA funds to cover eligible costs incurred during the period from the effective date of the agreement and ends on December 31, 2024; provided the obligations incurred by December 31, 2024 are expended by December 31, 2026.
- b. **Use.** The DISTRICT requested ARPA funds for the purpose of constructing infrastructure for the renovation and restoration of the former Hastings High School building (the “School”), for the principal purposes of using the School as a multi-purpose community school, for career technical education (CTE) and workforce training, and for early learning and childcare. The DISTRICT has provided the COUNTY with a list of services and deliverables that will be provided through the project, which are set forth in **Exhibit “A”** (hereinafter, the “Project”). The DISTRICT affirms in good faith that the proposed Project is an eligible use under Negative Economic Impacts Assistance to households I. “Service to Disproportionately Impacted Communities” expenditure classification identified in the ARPA, specifically, Expenditure Category 2.10 Assistance to Unemployed or Underemployed Workers (e.g job training). In addition, expenditure category 2.14 Healthy Childhood Environments: Early Learning; 2.11 Healthy Childhood Environments: Child Care and 2.24 Addressing Educational Disparities: Aid to High-Poverty Districts also apply to this project. In accordance with the final rule, **Exhibit “B”** demonstrates how this project meets the requirements of ARPA funding.

2. ARPA Funding Allocation.

- a. The amount of the COUNTY’s ARPA Local Fiscal Recovery Fund award that has been legally committed to the DISTRICT by the COUNTY for this project is \$7,614,108 in ARPA funds will be distributed in accordance with the budget as indicated in **Exhibit “C”**.

3. Request for Reimbursement by DISTRICT.

- a. **To be Submitted Monthly; Process.** The DISTRICT shall submit requests for reimbursement on a cost reimbursement basis. Such request for reimbursement shall

be sent to the attention of the Denise Radovich, Office of Management and Budget, via email, at dradovich@sjc.fl.us. The disbursement of ARPA Funds to DISTRICT will be contingent upon the following conditions precedent being met prior to each disbursement pursuant to a reimbursement request:

- i. The reimbursement request being complete.
 - ii. The reimbursement being true and correct.
 - iii. The DISTRICT's compliance with the terms and conditions of the Rules and this Agreement.
 - iv. The DISTRICT's compliance with the Timeline and Budget.
 - v. The DISTRICT providing the COUNTY with all documents necessary to verify DISTRICT's compliance with procurement requirements.
 - vi. The DISTRICT providing the COUNTY with all documents necessary to verify DISTRICT's use of the funds requested in compliance with the Rules and this Agreement.
 - vii. The DISTRICT providing Project Expenditure Reports and Performance Reports in compliance with this Agreement and the Rules.
- b. ***Content; Documentation Required.*** Each request for reimbursement shall include all appropriate backup documentation (which includes, but is not necessarily limited to, itemized invoices, proof of payment), for the purpose of ensuring that the COUNTY can conduct future research related to the reimbursements made, if and as needed.
- c. All invoices shall contain a descriptive overview of the Services provided, who provided such Services, as well as the date(s) on which such Services were performed. If any Services were provided by a party other than the DISTRICT, the invoice must also include documentation reflecting the same descriptive information and certification that the third-party has been paid by the DISTRICT or parent organization in the form of a cancelled check or equivalent documentation.
- d. Each request for reimbursement shall also include a report of the revenue and expenditures based on the budget that corresponds with the DISTRICT's provision of Services. The DISTRICT agrees to report any anticipated deviations in budgeted expenditure line items that exceed ten percent (10%) and obtain the prior written approval of the COUNTY prior to amending its budget.
- e. ***When Final Request for Reimbursement Due.*** The DISTRICT shall ensure that it has submitted all requests for reimbursement from the Project Funds by November 30, 2026.

4. Reimbursement by COUNTY.

- a. **Condition Precedent.** As a condition precedent to the COUNTY's obligation to pay any, or all, of the Project Funds described herein, the DISTRICT shall timely perform the Services and comply with all other duties and obligations required to obtain the Project Funds in relation to the Services provided.
- b. **Distribution of Funds.** Upon determining that the DISTRICT's request for reimbursement is complete and the DISTRICT is eligible to receive the Project Funds, the COUNTY shall reimburse the DISTRICT within forty-five (45) days following the date on which the COUNTY received the DISTRICT's request for reimbursement to cover documented, eligible costs associated with the Services performed during the previous month; provided however, that such reimbursement shall not exceed the allocation of Project Funds approved by the Board of County Commissioners.
- c. **COUNTY Discretion.** Prior to distribution of the Project Funds, the COUNTY will fairly and reasonably determine whether the DISTRICT's request for reimbursement is complete and whether the DISTRICT has fully complied with the requirements of this Agreement. If the request for reimbursement is deemed incomplete, or the requirements of this Agreement have not been met, the COUNTY may require additional time to complete the reimbursement process or evaluate whether reimbursement may be made.
- d. **Termination of COUNTY Obligation.** All obligations imposed on the COUNTY by this Agreement shall terminate upon final reimbursement of all Project Funds owed pursuant hereto.

5. Records and Reports.

- a. **Record Keeping.** The DISTRICT agrees to maintain detailed records, invoices, and receipts related to the Services provided to document the use of Project Funds. The DISTRICT shall make all records required to be maintained pursuant to this paragraph available to the COUNTY during the time frame within which Services are provided and until the obligations of this Agreement are fully satisfied; and shall allow the COUNTY to conduct a review of internal control and actual expenditures related to the Services twice per calendar year; provided, however, that if the COUNTY identifies an issue with the DISTRICT's internal controls additional COUNTY review during any particular calendar year will be permitted. Records must be retained for a five-year period following project completion.
- b. **Project Expenditure Reports.** The DISTRICT shall be required to submit information for inclusion in a "Project and Expenditure Report," as required by the Final Rule and as described in the Treasury's *Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds* published November 30, 2023, and amendments thereto. The DISTRICT shall provide this information to the Denise Radovich, Office of

Management and Budget, via email, at dradovich@sjc.fl.us by the 15th day of each January, April, July, and October. If the due date falls on a Saturday, Sunday, or legal holiday, the due date is moved to the next business day.

- c. **Annual Performance Reports.** The DISTRICT shall be required to submit an annual “Performance Report” to Denise Radovich, Office of Management and Budget, via email, at dradovich@sjcfl.us, which includes key performance indicators for the project. The key performance indicators and outcome measures will be mutually agreed upon by the Parties. Output measures, (for example the number of students enrolled in an early learning program), provide valuable information about the early implementation stages of the project. Outcome measures, (for example the percent of students reading on grade level), provide information about whether a project, service or deliverable is achieving its overall goals. The DISTRICT must include the related outcome goal for its project, service or deliverable and provide updated information on achieving these outcome goals in its annual Performance Report during the month of August each year.
 - d. **Contingent Funding.** The COUNTY may withhold Project Funds if the DISTRICT fails to comply with record-keeping and reporting requirements; provided, however, that the DISTRICT shall have thirty (30) calendar days within which to come into compliance upon receiving written notification from the COUNTY; and provided further that this subsection shall not be unreasonably applied by the COUNTY.
 - e. **Compliance with Florida Statute Chapter 119.** The DISTRICT shall retain all records pertinent to expenditures incurred under this Agreement for a period of five (5) years after the termination of all activities funded under this Agreement, or after the resolution of all audit findings, whichever is later. The DISTRICT shall maintain real property inventory records that clearly identify properties purchased, improved, or sold.
 - f. **Additional Information.** The DISTRICT shall provide all additional information that the COUNTY deems necessary to ensure proper use of the Project Funds or for the COUNTY to meet its reporting obligations to the federal and/or state government.
6. **Audit Requirements.** The DISTRICT agrees to comply with the audit requirements of OMB Circular A-133, “Audits of States, Local Governments, and Non-Profit Organizations,” and, if required by the Single Audit Act of 1984 (P.L. 98-502) and the Single Audit Act Amendments of 1996 (P.L. 104-156), the DISTRICT will provide the COUNTY with a complete audit of its expenses related to the Services provided under this Agreement for the term of this Agreement. Such audit may be part of a broader Single Audit for the DISTRICT involving this award, as well as other grants received by the DISTRICT. The audit is to be verified by a certified public accountant and delivered to the COUNTY by the due date (including extensions) specified by the Office of Management and Budget (OMB). This due date is normally nine (9) months following the closeout of the DISTRICT’s fiscal period. The DISTRICT further agrees to make all records concerning expenditures and Services provided available to the COUNTY upon reasonable request during the term of this Agreement and for a period extending one hundred and eighty (180) days beyond the term of this Agreement.

The DISTRICT must adhere to all applicable local codes and comply with all applicable federal and state requirements.

- 7. Third Party Service Providers.** The DISTRICT has indicated that third-party service providers will be retained for the building component of the Project. and, simultaneous with the execution of this Agreement, the DISTRICT shall promptly provide the COUNTY with information related to all known third party providers retained by the DISTRICT to complete any of the Services, including each such provider's name, address, email, and phone number of each such provider and, if requested by the COUNTY, the name of its owner(s), partners, principal(s). The COUNTY shall promptly be notified of any changes. If third-party providers are subsequently retained to complete any of the Services, the DISTRICT shall promptly provide the COUNTY with the name, address, email, and phone number of each such provider and, if requested by the COUNTY, the name of its owner(s), partners, principal(s). The COUNTY may, at its sole discretion, reject any third-party provider from completing the Services in the event the third-party provider is disbarred, suspended, or otherwise prohibited from receiving federal or state funds, or is otherwise unable to comply with requirements that apply to the use of Project Funds.
- 8. Insurance.** Full replacement insurance coverage must be provided for such real property purchased with funds from this agreement. The DISTRICT shall furnish the COUNTY with certificates of insurance for full replacement of the real property, workers' compensation, professional (errors and omissions), and general liability, in the amounts not less than One Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) aggregate. The policies of insurance shall be in such form and shall be issued by such company or companies as may be satisfactory to the COUNTY. The COUNTY shall be named as an additional insured with duty of defense on all insurance policies required hereunder. Nothing herein shall be deemed to permit a cause of action against the COUNTY for damages or be deemed a waiver of the COUNTY's sovereign immunity relative to any claim against the COUNTY. The DISTRICT shall ensure that all third-party providers retained to complete the Services comply with the same requirements.
- 9. Indemnification; Repayment.**

 - a. Release and Hold Harmless.** Subject to the limitation of S.768.28, Fla. Stat., and without waiving its sovereign immunity, The DISTRICT shall hold the COUNTY, together with the COUNTY's officers, employees, and agents, harmless and shall indemnify the COUNTY and its officers, employees, and agents for all direct injuries, damages, or claims, including any attorneys' fees, arising by virtue of the DISTRICT's provision of Services, or any activities described in this Agreement or reasonably contemplable, or related to activities described in this Agreement directly caused by DISTRICT. Subject to the limitation of S.768.28, Fla. Stat., and without waiving its sovereign immunity, The DISTRICT covenants and agrees to hold harmless and defend the COUNTY, the COUNTY's officers, agents, employees, contractors, and subcontractors from and against any and all direct claims or suits for property loss or damage, and/or personal injury, including death, to any and all persons, of whatsoever

kind or character, whether real or asserted, arising out of the provision of Services, or any activities described in this Agreement or reasonably contemplatable, or related to activities described in this Agreement directly caused by the DISTRICT.

- b. *Indemnification.*** Subject to the limitations of S.768.28, Fla. Stat., and without waiving its sovereign immunity, the DISTRICT and its successors and assigns shall indemnify and defend the COUNTY, its agents, employees and assigns, from and against any and all direct claims directly caused by DISTRICT, whether legal or equitable, damages, causes of action, losses and expenses, , including, but not limited to, attorneys' fees or other professional fees and expenses, arising out of, or resulting from, the COUNTY's role or relationship with the DISTRICT under or arising from or in implementing this Agreement, including, but not limited to, the DISTRICT's receipt of Project Funds or the Services provided in association with such ARPA allocation.
- c. *Recapture of Expenses.*** DISTRICT understands that the funds being provided are grant funds with Federal grant requirements.

 - i.** Any funds that are not expended as authorized under this Agreement must be refunded to the COUNTY within fourteen (14) days of receipt of written notice provided by the COUNTY, or as soon as practicable thereafter.
 - ii.** Any funds that are not expended within the anticipated timeframe under this Agreement are subject to recapture. If requested, a refund to the COUNTY must be made within fourteen (14) days of receipt of written notice for a refund provided by the COUNTY.
 - iii.** The COUNTY'S determination that an expenditure is eligible does not relieve the DISTRICT of its duty to use all reasonable methods to recapture the funds for the COUNTY for any expenditures that are later determined by the COUNTY or the Federal Government, in each of its sole discretion, to be ineligible expenditures or the discovery of a duplication of benefits.
 - iv.** If requested by the COUNTY, all refunds, return of improper payments, or repayments due to the COUNTY under this Agreement are to be made payable to St. Johns County and mailed directly to the COUNTY pursuant to Notice section and this Agreement.
 - v.** The DISTRICT has responsibility for identifying and recovering grant funds that were expended in error, disallowed, or unused. The DISTRICT will also report all suspected fraud to the COUNTY.

10. Repayment of Grant to County: The DISTRICT shall repay the COUNTY for any Project Funds the DISTRICT have received from the COUNTY for the Project if the federal government, for any reason, determines that such funds must be returned, including, but not limited to, a determination that the Project is ineligible to receive ARPA Funds. In the event

the DISTRICT does not repay the Project Funds within thirty (30) days of demand for repayment by the COUNTY, the DISTRICT shall be in default.

a. Deliverables to the COUNTY by DISTRICT.

This grant award is for the Scope of Work provided in **Exhibit “A”**. All costs included in the Scope of Work have an anticipated completion date of November 30, 2026. The Parties acknowledge that any expenditures incurred by the DISTRICT after December 31, 2026 are not eligible for reimbursement.

11. Independent Contractor. Nothing contained in this Agreement is intended, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the Parties. The DISTRICT shall at all times remain an independent contractor with respect to the services to be performed under this Agreement. The COUNTY shall be exempt from payment of all unemployment compensation, FICA, retirement, life and/or medical insurance, and workers' compensation insurance related to the Project.

12. Default. DISTRICT is in default under this Agreement upon the happening of any one of the following acts, events or conditions:

a. Default in the payment or performance of any obligation or any covenant or liability contained in or referred to in this agreement or in any evidence of indebtedness of any obligation;

b. Cumulative Rights and Remedies – No Waiver. Subject to the provisions of this Agreement, all remedies provided for herein are cumulative and shall be in addition to any and all other rights and remedies provided by law, including right of offset. The exercise of any right or remedy by COUNTY hereunder shall not in any way constitute a cure or waiver of default hereunder, nor invalidate any act done pursuant to any notice of default, nor prejudice the COUNTY in exercise of its rights hereunder unless, in the exercise of those rights, COUNTY realizes all amounts owed in this agreement.

c. Expenses Upon Default. The COUNTY shall be entitled to reimbursement for any expense (including reasonable attorney’s fees and legal expenses) involved in the retaking, holding, preparing for sale, selling or similar charges, incurred in enforcement after default of the DISTRICT.

13. Length of Repayment Liability. Although 31 CFR Part 35.10, indicates that Treasury may identify any amount used in violation of 31 CFR Part 35.5 or 31 CFR 35.6 at any time prior to December 31, 2026, Part 1 E 2 of the Treasury’s *Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds* published November 30, 2023, requires the COUNTY to maintain records and financial documents for five (5) years after all funds have been expended or returned to the Treasury; provided, however, that the Treasury may request transfer of records of long-term value at the end of such period. As such, the DISTRICT assumes repayment liability for a five-year period, through December 31, 2031, unless the Treasury requests that the COUNTY transfer the records and financial documents associated with the Project and Services prior to January 1, 2032. If such a request is made, the DISTRICT will

continue to assume repayment liability for an additional five-year period, through December 31, 2036, after which the DISTRICT and the COUNTY will no longer be liable for any repayment demands or liabilities regarding the Project Funds.

14. Procurement Rules.

- a. ***Procurement Procedures.*** The COUNTY has written procurement procedures in place, which are consistent with State and local laws, as well as with the Federal Uniform Guidance, 2 C.F.R. Sections 200.317 through 200.327. In accordance with 2 C.F.R. Section 200.317, the DISTRICT shall comply with procurement procedures set forth in 2 C.F.R. Sections 200.318 through 200.327.
- b. ***Conflict of Interest Policy.*** The DISTRICT has a written conflict of interest policy as part of its procurement policy, which requires, at a minimum, the following:
 - i. Applies to management and employees; and
 - ii. Prohibits financial interest or “apparent conflict” with vendors; and
 - iii. Prohibits persons with a conflict from participating in selection; and
 - iv. Prohibits management and employees from soliciting or accepting gratuities, favors, or anything of monetary value from contractors or parties to subcontracts; provided, however, that the policy may establish an amount below which such gratuities are considered “de minimis.”

15. Termination. The COUNTY may terminate this Agreement if the DISTRICT fails to comply with the terms and conditions of this Agreement or any applicable federal law or regulations; provided, however, that the DISTRICT shall have thirty (30) calendar days within which to come into compliance or diligently pursue cure of such failure upon receiving written notification from the COUNTY; and provided further that this section shall not be unreasonably applied by the COUNTY. If the Agreement is terminated, any reimbursable expenses incurred by the DISTRICT prior to termination of the Agreement may be submitted to the COUNTY for reimbursement in accordance with Section 4 above.

16. Additional Consideration. Any mandate, obligation or constraint approved or adopted regarding the use of ARPA Funds shall supersede any conflicting or related term stated in the body of this Agreement.

17. Miscellaneous Provisions.

- a. ***Bankruptcy, Insolvency, or Winding down of Business.*** In the event the DISTRICT is dissolved or otherwise ceases to exist, declares bankruptcy, or otherwise becomes insolvent, or refuses to perform its duties set forth herein, COUNTY shall be notified of all events and provided a succession plan within three (3) business days.

- b. ***Payment of Taxes and Fees.*** The DISTRICT agrees to promptly pay any and all lawful general taxes, special assessments, excises, license fees, permit fees and utility service charges of whatever nature if applicable, if and that may be applicable to the DISTRICT and to take out and keep current all licenses, whether municipal, state, or federal, that are required for the conduct of its business or operation. The DISTRICT further covenants and agrees not to permit any of any applicable taxes, assessments, excises, fees, or charges to become delinquent.
- c. ***Licenses and Permits.*** The DISTRICT and/or any third-party providers performing the Services shall possess requisite County licenses or permits, if any.
- d. ***Compliance with County Code.*** The DISTRICT shall comply with all applicable provisions of the County of St. Johns, Florida Ordinances, including, but not limited to, procurement requirements.
- e. ***Changes in ARPA Compliance and Review Regulations.*** The Parties to this Agreement understand that there may be changes made after its execution, which will require that amendments be made to ensure compliance with the ARPA. The Parties agree that such review shall occur if, and as, necessary.
- f. ***Non-Discrimination.*** The DISTRICT will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability, other handicap, age, marital status, or status with regard to public assistance. To the extent DISTRICT has employees, the DISTRICT will take affirmative action to ensure that all employment practices prohibit such discrimination. Such employment practices include, but are not limited to, the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, lay-off, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The DISTRICT agrees to post, in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- g. ***Hatch Act.*** The DISTRICT agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or any extent engaged in the conduct of political activities in violation of 5 U.S.C. § 1501 et seq. as subsequently amended.
- h. ***Time is of the Essence.*** Time is of the essence regarding each and every obligation of Contractor under this Contract. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.
- i. ***Authorization to Complete the Services.*** The DISTRICT shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Florida. As a condition of this Agreement, the DISTRICT shall require third-party providers to affirm, by sworn affidavit and provision of documentation, each provider's enrollment, and participation in a federal work

authorization program with respect to the employees working in connection with the Services. The DISTRICT and each of its third-party providers shall also affirm, by sworn affidavit, that it does not knowingly employ any person who is an unauthorized alien in connection with the Services.

- j. **Binding Agreement.** This Agreement is binding upon the Parties, their successors, assigns, heirs, executors, and administrators.
- k. **Sovereign Immunity.** Nothing in this Agreement shall be construed in any way to waive the sovereign immunity of the DISTRICT or of the COUNTY.
- l. **Applicable Law and Jurisdiction.** The rights and remedies of the COUNTY and the DISTRICT shall be cumulative and in addition to any other rights and remedies provided by law or equity. The laws of the State of Florida shall govern this Agreement. In the event of any dispute or controversy between the Parties, each party agrees that the Circuit Court of St. Johns County, Florida, shall have exclusive jurisdiction to determine all issues between them.
- m. **Public Records. Both parties** shall comply with the requirements of Florida's Public Records Act, Chapter 119, Florida Statutes. To the extent required by Section 119.0701, Florida Statutes, DISTRICT shall:
 - i. keep and maintain public records required to perform the service under the Agreement;
 - ii. upon request from the COUNTY's custodian of public records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for under Florida's Public Records law;
 - iii. ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the DISTRICT does not transfer the records to the COUNTY; and
 - iv. upon completion of the Agreement, transfer, at no cost to the COUNTY, copies of all public records in possession of the DISTRICT.
 - v. All records stored electronically must be provided to the COUNTY in a format that is compatible with the information technology systems of the COUNTY. All documentation produced as part of this Agreement will become the property of the COUNTY. This paragraph shall survive the expiration or termination of this Agreement.

Under Florida law, if the **DISTRICT FAILS TO PROVIDE THE PUBLIC RECORDS TO THE COUNTY** within a reasonable time may be subject to penalties

under Section 119.10, Florida Statutes, and such non-compliance will constitute a breach of the Agreement and may serve as grounds for termination of this Agreement.

- n. **Applicable Legal Requirements.** In no event shall this Agreement be deemed a waiver of any legal or code requirement otherwise applicable to the Services for which Project Funds are provided pursuant to this Agreement.
- o. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement.
- p. **Severance.** The invalidity, in whole or in part, of any provision of this Agreement shall not affect the validity of any other provision of this Agreement.
- q. **Notice.** All notices required or permitted by this Agreement shall be deemed given when either (i) delivered to the addresses below or (ii) deposited in the United States mail, postage prepaid and certified, addressed to the following:

To DISTRICT: School Board of St. Johns County, Florida
Attn: Chief of Staff
40 Orange Street
St. Augustine, Florida 32084
904-547-7500

To the COUNTY: St. Johns County, Florida
Attn: Denise Radovich, Office of Management and Budget
500 Sebastian View
St. Augustine, Florida 32084
904-209-0566
dradovich@sjc.fl.us

18. Amendments. This Agreement may be amended, in writing, by mutual agreement of the Parties; provided all such amendments made are in full compliance with any updated federal law or technical guidance applicable at the time made.

- a. **Entire Agreement.** The Parties to this Agreement declare that the terms of this Agreement have been completely read and are fully understood and voluntarily accepted. This Agreement contains the entire agreement between the Parties and the terms of this Agreement are contractual and not a mere recital. All exhibit references as “Exhibits” in this Agreement and in the recitals to this Agreement shall be deemed incorporated herein by reference.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]
[SIGNATURES FOUND ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the DISTRICT and the COUNTY have caused this Agreement to be executed pursuant to due and legal action authorizing same to be done, on the date first above written.

**SCHOOL BOARD OF ST. JOHNS
COUNTY, FLORIDA (“DISTRICT”)**

**ST. JOHNS COUNTY, FLORIDA
 (“COUNTY”)**

By: _____

By: _____
Joy Andrews, County Administrator

Its: _____

APPROVED AS TO FORM

ATTEST

By: _____
Brandon J. Patty, Clerk of the Circuit Court
& Comptroller

EXHIBIT "A" --Project Description

Project Scope

The renovation and restoration of the Hastings High School, in Hastings, Florida is a collaboration between St. Johns County and the St. Johns County School District. Phase 1 of this project will bring workforce development and job training, along with child care to Hastings and Southwest St. Johns County, which is an underserved portion of the County. This joint project will also allow the expansion of programs at the First Coast Technical College (FCTC) which provides career and technical education as a part of the St. Johns County School District. The renovation of Hastings High School will also serve as a catalyst along with other local efforts to revitalize Hastings and reclaim the vitality once experienced by this community. The restoration of the former high school will also be a source of pride for the Hastings community. The programs provided at Hastings High School are expected to have a considerable impact on the community and on the surrounding region.

The Pre-K program is a foundational service to the community, by allowing for both the advancement of young learners, but also the facilitation of child care for those adults pursuing workforce development and training. The Pre-K program is projected to serve up to 72 students, ages 3-5, and will provide opportunities for both exceptional students, as well as general education students. These four Pre-K classrooms will also provide a mechanism for exploratory, hands-on learning for each cohort of students pursuing early child education training. Each cohort is projected to serve 20 adult students. These cohorts will have staggered start and completion timelines, to allow for options for training multiple groups.

The Hastings High School campus of FCTC will also offer options for Adult Education that result in finishing a high school degree, receiving a GED, or learning English. These programs are estimated to serve up to 100 students.

The renovated Hastings High School will also provide FCTC with multi-use training classrooms and labs for in-demand programs. Multiple programs may utilize these spaces, either through the timing of day and nights classes or through programs sharing space as one cohort completes and another opens. While these additional programs are still being finalized based on market demand, Cybersecurity is under discussion due to both need and interest. A program of Cybersecurity could serve 30-60 students. These in-demand programs also provide a continuum of training for students that first complete high school or receive their GED and then go on to receive workforce training for high-skill, high-wage jobs.

The scope of the renovation and restoration for Hastings High School (Phase 1) may include the following:

- Creation of a master site plan to include renovated historic high school, retention, parking, circulation and Pre-K playground
- Evaluation and repair of the building envelope
- Design and installation of an appropriate retention pond and collection system

- Create traffic circulation plan to include renovating existing entry drive, drop off/pick up for Pre-K programs, entry/exit for adult programs and parking
- Renovation of interior first floor to include creation of offices, classrooms and lab/activity spaces
- Renovate existing kitchen for preparation/warming of Pre-K meals.
- Create student center from existing dining area
- Restore historic auditorium

EXHIBIT “B” -- WRITTEN JUSTIFICATION

The renovation and restoration of Hastings High School serves to advance several tenets and eligible uses of the American Rescue Plan Act (ARPA): Negative Economic Impacts Assistance to households I. “Service to Disproportionately Impacted Communities” expenditure classification identified in the ARPA, specifically, Expenditure Category 2.10 Assistance to Unemployed or Underemployed Workers (e.g job training). In addition, expenditure category 2.14 Healthy Childhood Environments: Early Learning; 2.11 Healthy Childhood Environments: Child Care and 2.24 Addressing Educational Disparities: Aid to High-Poverty Districts also apply to this project. This project would serve disproportionately impacted communities by providing educational assistance in adult education, workforce development and job training for high-skill, high-wage positions, along with the provision of childcare both for students of the program, as well as the surrounding area. The Pre-K programs would also advance the goals of providing healthy environments for young children and provide an educational foundation for these students prior to starting kindergarten. Research indicates that high quality learning in pre-school years has a direct impact on the literacy skills of a student. Hastings and Southwest St. Johns County is currently underserved in career and technical education, which could be provided by the School District through the expansion of First Coast Technical College into the renovated Hastings High School building (Phase 1). The skilled workforce and future economic development that will result by providing these opportunities in Hastings will benefit the entire County, School District and region.

The addition of these adult education, workforce development and job training programs are responsive to the negative economic impacts of the pandemic. The Hastings community was underserved in opportunities for career and technical training prior to the onset of Covid. The pandemic has only served to widen the void and expose greater disparity. Treasury has determined that access to job training and workforce education is responsive to the needs of this impacted population.

The inclusion of child care for those adults pursuing workforce development opportunities is an additional benefit to the adult student by removing a potential roadblock to attaining training and advancement. The Pre-K program is also a foundational service to the community, by allowing for both the advancement of young learners, but also the facilitation of a child care worker training program.

The Pre-K program is projected to serve up to 72 students, ages 3-5, and will provide opportunities for both exceptional students, as well as general education students. These four Pre-K classrooms will also provide a mechanism for exploratory, hands-on learning for each cohort of students pursuing early child education training. Each cohort is projected to serve 20 adult students. These cohorts will have staggered start and completion timelines, to allow for options for training multiple groups.

The renovated Hastings High School building (Phase 1) will allow FCTC to offer options for Adult Education in the Hastings area/Southwest St. Johns County region in closer proximity to the underserved population. These adult education options can result in finishing a high school degree, receiving a GED, or learning English. These programs are estimated to serve up to 100 students.

The renovated Hastings High School will also provide FCTC with multi-use training classrooms and labs for in-demand programs. Multiple programs may utilize these spaces, either through the timing of day and nights classes or through programs sharing space as one cohort completes and another opens. While these additional programs are still being finalized based on market demand, Cybersecurity is under discussion due to both need and interest. Studies show that the demand for Cybersecurity professionals is expected to increase by more than 30% in the next ten years. A program of Cybersecurity could serve 30-60 students. This program would provide a focused, intensive learning path to take beginners and develop specific fundamental cybersecurity skills, such as threat intelligence, basic security measures, application security testing or network security. These in-demand programs also provide a continuum of training for students that first complete high school or receive their GED and then go on to receive workforce training for high-skill, high-wage jobs.

A renovation of the historic Hastings High School is an appropriate expenditure in that it brings the workforce development opportunities into the heart of the underserved community and its main street, while restoring a major part of the community's history. Currently adult education and child care are offered at the main FCTC campus in St. Augustine and yet the Hastings community has not be able to take advantage of these training options. While Cybersecurity is not currently in place, there are currently many other options for high skill, high wage workforce training. We believe the proximity of the new training facility will provide the bridge needed for the Hastings community to access these opportunities.

While additional multi-use classroom and lab spaces could be added to the existing St. Augustine campus of FCTC, we do not believe this would offer a greater opportunity for the Hastings community, than currently exists. The proximity and convenience of opening these programs inside the community is the key to advancement of workforce development for this area. The renovation of Hastings High School also offers a secondary benefit in that it restores an important piece of the community's proud history.

EXHIBIT "C" -- Budget and Reimbursement Schedule

Scope of Work: Hastings High School Renovation - Phase 1		
	Projected Cost	Funding
Master Planning, Design and Permitting	\$600,000	School District - Capital Funding
Phase 1 Renovations: Exterior Building Envelope Repairs, Site Work & Interior Renovations	\$7,614,108	St. Johns County - ARPA
Phase 1 Renovations: Interior Renovations, Pre-K Playground, Furniture, Fixtures & Equipment	\$1,785,892	School District - Capital Funding
Total	\$10,000,000	