




EXHIBIT "F"

OFFICE OF THE PRESIDENT

Item 5.3.5

PRESENT TO BOARD: DECEMBER 7, 2022

TO: SOUTH FLORIDA STATE COLLEGE  
DISTRICT BOARD OF TRUSTEES

FROM: THOMAS C. LEITZEL 

SUBJECT: SUBAWARD AGREEMENT – FLORIDA CRITICAL WORKFORCE NEEDS  
GRANT

Approval is requested to enter into the agreement between Highlands County Schools and South Florida State College to assess the critical workforce needs of the region and potentially redesign secondary and post-secondary pathways connect to employment needs in these areas.

**SUGGESTED MOTION:**  
**Move to approve the agreement between School Board of Highlands County and South Florida State College as presented.**

**FLORIDA CRITICAL WORKFORCE NEEDS  
GRANT SUBAWARD AGREEMENT**

**HIGHLANDS COUNTY  
SCHOOLS AND  
SOUTH FLORIDA STATE  
COLLEGE**

This Agreement is made by and between the Board of Trustees of South Florida State College (hereinafter, "College") and Highlands County Schools, (hereinafter, "Subrecipient") for and in consideration of the terms and conditions herein:

**WHEREAS**, the College submitted a grant proposal to St. Petersburg College as part of the - Future Florida Critical Workforce Needs Grant (Critical Needs) opportunity. South Florida State College was awarded in the amount of \$2,800,000 over the period of July 1, 2022, through September 30, 2023, pursuant to award #S425D210052; and

**WHEREAS**, the grant involves a collaborative partnership between South Florida State College, College and fiscal agent, and Highlands County Schools, Subrecipient.

**WHEREAS**, the Future Florida Critical Workforce Needs grant's overarching mission is to assess the critical workforce needs of the region and potentially redesign secondary and post-secondary pathways connect to employment needs in these areas.; and

**NOW, THEREFORE**, in consideration of the recitals set forth above, the parties agree to the terms set forth in this Subaward Agreement (the "Agreement"):

1. **Effective Date**. The effective date of this Agreement shall be October 1, 2022. All work for the grant shall be completed by September 30<sup>th</sup>, 2023. Direct payment by cost reimbursement by the College to Subrecipient shall be pursuant to the payment terms. No payment will be invoiced or paid for work performed outside the period of this Agreement.
  
2. **Project Award**. This Agreement is to facilitate the sub-grant to Subrecipient and is contingent upon and in accordance with Federal Award Id. No. (FAIN): S425D210052. A copy of the Award Notification ("Award") is attached hereto as Exhibit A and by this reference is made a

part hereof. This Award mandates the Lead College and the Subrecipients to develop and execute the deliverables set forth in the Future Florida Critical Workforce Needs Grant South Florida State College – Program Narrative, (“Project”) attached hereto as Exhibit B.

3. Project Compliance. The Subrecipient agrees to sub-recipient monitoring in accordance with Uniform Guidance 2CFR200.331 and to abide by (i) the FDOE Award; (ii) all FDOE regulations, and reporting requirements including those defined and contained in the FDOE Request for Application #22B114 attached hereto as Exhibit C; (iii) all applicable provisions of the Project, (iv) the forthcoming SPC Subrecipient Financial Compliance Handbook, (v) Scope of Work - Regional Critical Workforce Academies, attached hereto as Exhibit D, as well as all other applicable laws and regulations.

4. Funds Availability. Performance by the College of any of its obligations under this Agreement shall be subject to and contingent upon the availability of monies lawfully applicable for such purposes. If the College deems, that monies lawfully applicable to this Agreement shall not be available for the remainder of the term, the College shall promptly notify Subrecipient, in writing, whereupon the obligations of the parties herein shall end, and this Agreement shall be considered terminated by mutual consent.

5. Termination. In case of termination, only the costs actually incurred to the date of termination, and any non-cancellable obligations will be due and payable. This Agreement may be terminated only by (i) mutual consent of both parties; (ii) either party upon giving thirty (30) days written notice to the other; or (iii) in the event of default pursuant to the provisions of this Agreement.

6. Budget. Subrecipient agrees to use the funds provided to it by College for only approved Budget expenses as set forth in the approved Subrecipient Budget attached hereto as Exhibit E. Subrecipient agrees that all travel expenses must be within the guidelines set forth in the Budget and pursuant to Section 112.061, Florida Statutes.

7. Modification. Subrecipient must notify the College’s Grant Accountant and Project Coordinator of any desired programmatic or Budget change prior to implementation of that change. Budget modification requests must be submitted using the Subrecipient Budget Modification form (Exhibit E). Subrecipient shall not make any such changes prior to receiving written approval from the

College's Grant Accountant and Project Coordinator. If College determines that prior approval is needed from FDOE, then such changes are subject to receipt of approval from FDOE.

8. Reimbursement of Costs. This Agreement authorizes payment not to exceed the amount for the term specified in the approved budget to support the specific program objectives to be accomplished by the Subrecipient before September 30, 2023. Payment to the Subrecipient is subject to (1) continued funding from FDOE, (2) completion of the Subrecipient's deliverables, and (3) submission by the Subrecipient of all required documentation as outlined in the forthcoming SFSC Subrecipient Financial Compliance Handbook for required receipts and reports, including but not limited to: time and effort reports, documentation of expenditures; including copies of checks, general ledger, transaction detail, payroll reports, evidence of FDOE required disclosures on social media and printed materials and quarterly financial reports. Lack of providing this supporting documentation may result in non-payment.

a. Subrecipient will submit reimbursable invoices and associated paperwork; including, copies of all receipts and reports to the College. Each invoice shall include the assigned purchase order number provided by the College and a statement describing the expense. Submit invoice along with supporting documentation by the fifteenth (15<sup>th</sup>) of the following month for the previous month's expenditures. It will also include the following OMB Uniform Guidance (2 CFR part 200.415) certification: "I certify that all expenditures reported (or payment requested) are for appropriate purposes and in accordance with the provisions of the application and award documents." These will be sent to:

April Ricker, Coordinator, Grants and Foundation Accounting  
600 West College Drive  
Avon Park, Florida 33825  
863-784-7314  
[rickera@southflorida.edu](mailto:rickera@southflorida.edu)

The Subrecipient shall receive payment for such invoices within thirty (30) days of receipt of an accepted invoice unless the College notifies Subrecipient in writing that it finds a discrepancy in any invoice, in which case the College can withhold the amount associated with such discrepancy until Subrecipient and College come to an agreement.

9. Subrecipient Fiscal Responsibilities. Subrecipient agrees to comply with all applicable grant deadlines, including the following: the last date for any purchases and goods received under this sub-award agreement is September 20, 2023; the last date invoices may be submitted for reimbursement is

October 31, 2023; encumber all funds for the program by September 20, 2023; and all final expenditure reports defined herein shall be submitted to the Lead College by October 31, 2023. For any employee working on the Project who is required by OMB Uniform Grants Guidance to complete a time and effort form, Subrecipient will document and maintain the forms. Original copies of said form shall remain with the Subrecipient and shall be maintained for at least five years.

10. Programmatic Reporting. Submit timely, quarterly programmatic reports (qualitative and quantitative) to the College by the fifteenth (15<sup>th</sup>) of the following month for the previous quarter's deliverables. Subrecipient shall also provide any other reports considered necessary by the College or the FDOE Program Officer. Backup documentation which supports Subrecipient's efforts during the reporting period must be submitted with the quarterly reports. A reporting template will be provided to the subrecipient.

11. Program & Fiscal Monitoring. The College's Grant teams will monitor the Subrecipient during the grant term. Annual meetings will be scheduled for every year while the grant is funded using the forthcoming Sub-recipient Monitoring Form for Federal Awards.

12. Grant Records. In accordance with Uniform Grant Guidance, Subrecipient will maintain all records, including records of all payments made in connection with this Agreement for at least five (5) fiscal years after the final closeout of this grant. Subrecipient shall make such records and financial statements available for inspection and copying at no cost to the US Inspector General, College, and State of Florida Auditor General's office and shall submit them to the lead College as requested by deadline dates. Records shall include documents and other evidence, including but not limited to vouchers, bills, invoices, request for payment, eligibility verification of participants, and other supporting documentation, which according to generally accepted governmental accounting principles, procedures, and practices, sufficiently and properly reflect all program costs expended in the performance of this Agreement. All records shall be subject at all times to inspection, review, or audit by Lead College personnel, and/or auditing or accrediting agency.

13. FERPA. The parties acknowledge that many student educational records are protected by the Family Educational Rights and Privacy Act ("FERPA") and Sections 1002.22, 1002.221 and 1002.225 Florida Statutes, which also governs student records, and that written permission must be obtained before releasing specific educational records to anyone.

14. Dual Compensation. To the best of the Subrecipient's knowledge, no individual shall render services under this Agreement who is also being paid in any capacity by the State of Florida, except that service of such individual may be utilized when it can be clearly established that such service is being rendered at such times and locations as to be apart from all other obligations of said individual to the State. Subrecipient agrees to be responsible for any repayments of any such amounts paid under this Agreement which are adversely cited in an Auditor General's audit report, because of Subrecipient's noncompliance with this section or in the case of an appeal from such adverse citation, those which are upheld as having been unlawful dual compensation.

15. Non-Delinquency on Federal Debt. Subrecipient certifies that it is not delinquent on the repayment of any federal debt. For the purposes of this certification, the following definitions of delinquency apply:

- a. For direct loans and fellowships (whether awarded directly to the applicant by the Federal Government or by an institution using Federal funds), debt more than 31 days past due on a scheduled financial payment. (This definition excludes "service" payback under the National Research Service Award.)
- b. For guaranteed and insured loans, recipients of a loan guaranteed by the Federal Government that the Federal Government has repurchased from the lender because the borrower breached the loan agreement and is in default.
- c. For Contracts, organizations in receipt of a "Notice of Contracts Cost Disallowance" have not repaid the disallowed amount or have not resolved the disallowance. (This definition excludes disallowance(s) in an "appeal" status.)

16. OMB Guidance 2CFR Part 200: Subrecipient must complete and sign the Subrecipient Audit Certification Form, a copy of which is attached hereto as Exhibit F, which certifies that Subrecipient meets Federal audit guidelines. If Subrecipient expends seven hundred fifty thousand dollars (\$750,000.00) or more in Federal awards (from any combination of sources/agencies) during its fiscal year, it is required to have an audit and furnish the College with the most recent copy of such audit to accompany the Subrecipient's execution of this Agreement. Copies of annual audit reports should be submitted thereafter. If there were any audit findings, a corrective action plan also must be submitted to

College within thirty (30) days of the Subrecipient's execution of this Agreement. The College will issue a management decision on audit findings within six (6) months after receipt of a copy of the audit report and will follow up on any corrective action deemed necessary. Furthermore, the College will consider whether Sub-Recipient's audit necessitates adjustment of the College's own records.

17. Default. In the event that the College or Subrecipient defaults in the performance of any duty, obligation, covenant, or agreement imposed by them in this Agreement, the complaining party shall give the other party written notice of the default and fifteen (15) days within which to initiate action to correct the default and thirty (30) days within which either to cure the default or to demonstrate to the satisfaction of the other party that corrective action has been taken and will likely result in curing the default. In the event that the defaulting party fails to cure the default within forty-five (45) days following the initial notice, the complaining party shall have the right to terminate this Agreement without further obligation.

18. Waivers. Any waiver or non-action by a party with respect to any default under this Agreement shall not constitute a waiver of any other defaults or restrict such party from enforcing its rights and remedies hereunder with respect to such other defaults.

19. Political Subdivision; Sovereign Immunity. The parties hereto acknowledge and agree that the College and Subrecipient are each a political subdivision of the State of Florida. As such, the College and Subrecipient's performance under this Agreement and any amendments hereto or attachments connected herewith, shall at all times be subject to any and all state laws, state regulations, and their respective District Board of Trustee Rules which are applicable, as the case may be, to the College and Subrecipient's operations, commitments and/or activities in furtherance of any terms specified herein. The parties acknowledge the College and Subrecipient's performance under this Agreement is subject to the provisions and limitations of Section 768.28, Florida Statutes. Nothing contained herein shall be construed as: (i) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (ii) the consent of the College and Subrecipient or the State of Florida to be sued; or (iii) a waiver of sovereign immunity of the Lead College and Subrecipient or the State of Florida beyond the waiver provided in Section 768.28, Florida Statutes.

20. Insurance. Subrecipient shall obtain and maintain the following types of insurance on a per occurrence basis: (i) general liability insurance in an amount of no less than one million/three million dollars (\$1,000,000.00/\$3,000,000.00) for bodily injuries and property damage.

21. Indemnification. Subrecipient and College agree that to the extent permitted by Florida law, including but not limited to the provisions and limitations of Section 768.28, Florida Statutes, each party agrees to be liable for the acts and omissions of its officers and employees engaged in the scope of their employment arising under this Agreement and to hold the other harmless for said acts carried out solely by its own agents. Notwithstanding the foregoing, any indemnification or hold harmless extended by the parties shall be subject to the limitations and extent of the Florida Statutes, §768.28, and in no case shall be construed as a waiver, partial or full, of the parties' sovereign immunity under the law.

22. Notices. Any notice required or permitted by this Agreement shall be given to the following representative of each party, at the address set forth below, by hand delivery; by registered mail, return receipt requested; or by overnight mail or courier service, signed acknowledgment of receipt required. Notice shall be deemed as given on the day of receipt of the notice, as indicated on the signed and dated receipt of an acknowledgment, or on the date of hand delivery:

As to the College:

Dr. Michele Heston  
Interim VP,  
Academic Affairs and  
Student Services

HestonM@southflorida.edu  
Phone: (863) 784-7121  
600 West College Drive  
Avon Park, FL 33825

With Copies to:

Dr. Mark Bukowski  
Grant Manager  
South Florida State College  
mbukowski@southflorida.edu

(863) 784-7104  
600 West College Drive  
Avon Park, FL 33825

April Ricker  
Coordinator, Grants and  
Foundation Accounting  
South Florida State College

rickera@southflorida.edu  
(863) 784-7314  
600 West College Drive  
Avon Park, FL 33825

As to Subrecipient:

Contact for Highlands, Hardee, and  
DeSoto counties- to be filled in

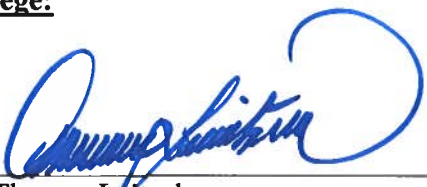


23. Independent Contractor. Each party acknowledges and agrees that its performance of its obligations under this Agreement, is as an independent contractor, and each is solely responsible for its own actions and omissions and those of its officers, employees, contractors, and agents. Other than as specifically provided herein, neither party shall have any authority to make commitments or enter into agreements on behalf of, bind or otherwise obligate the other party in any manner whatsoever. No joint venture, franchise, or partnership is intended to be formed by this Agreement.
24. Amendment. This Agreement may be changed or modified only by an amendment executed in the same fashion as the original.
25. Nondiscrimination. During this Agreement, neither party shall discriminate against any person on the basis of race, color, religion, sex, age, sexual orientation, gender identity, national origin, disability, pregnancy, genetic information, or veteran or marital status.
26. No Third-Party Beneficiaries. This Agreement is made solely for the benefit of the College and Subrecipient and is not intended to create rights or causes of action in any third parties.
27. Entire Agreement. This Agreement contains the entire agreement of the parties hereto as of the date hereof and shall be binding upon and shall inure to the benefit of the parties, their successors, and assigns.
28. Public Access. The parties acknowledge that this Agreement, all documents, papers, and other related writings and recordings are subject to public access pursuant to Chapter 119, Florida Statutes. The parties agree to comply with applicable Florida Statutes relating to the generation, maintenance, and provision of access to all public records related to this Agreement. The failure of the Subrecipient to comply with such requests shall entitle College to immediately terminate this Agreement.
29. Severability. Each of the provisions of this Agreement shall be enforceable independently of any other provision of the Agreement and independent of any other claim or cause of action. If any clause or provision herein shall be adjudged invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity of any other clause or provision, which shall remain in full force and effect.

30. Counterparts. This Agreement may be executed in counterparts and each counterpart whether original, photocopy, facsimile copy, or any amalgamation thereof, shall be deemed to be a binding original of this Agreement.

31. Construction. This Agreement has been reached through mutual negotiation and shall be deemed to have been drafted by both parties and shall not be construed in favor of one party over the other by reason of drafting

**College:**



Dr. Thomas Letzel  
President  
South Florida State College

Date: 11-2-22


**Subrecipient:**



Dr. Brenda Longshore  
Superintendent, Highlands County

Date: 10/20/22

**Witnesses:**



Signature \_\_\_\_\_ Date 11/2/22

Vice-President Academic Affairs  
Print Name / Title

↓  
Student Services



Signature \_\_\_\_\_ Date 10/20/22

Harlene Welborn, Secretary  
Print Name / Title