



Gilchrist County Board of County Commissioners

Monday, April 6, 2026 at 4:00 pm

NOTICE OF MEETING

Please take notice, the Gilchrist County Board of County Commissioners, in and for Gilchrist County, Florida, will hold a Regular Meeting on the above date and time, in the Board of County Commissioners Meeting Facility, located at 210 South Main Street, Trenton, Florida.

The following is a proposed agenda:

1. **Call to Order (4:00 p.m.)**
2. **Prayer / Flag**
3. **Agenda Changes**
4. **Consent Agenda**
 - a. **Approval to Correct Chairman's Name Under "Call to Order" Section of Previous Minutes**
Meeting Dates: 12.15.2025, 01.15.2026, 02.02.2026, 02.16.2026, 03.02.2026
 - b. **Approval of Bills for Previous Month**
On file in Clerk's Office
 - c. **Approval of Minutes**

Attachments:

- **03.16.2026 BOCC Minutes (03.16.2026_BOCC_Minutes_-_Draft.pdf)**

- d. **Approval of Payments**

Attachments:

- **North Florida Professional Services Invoice 20179 - Grant Funded (North_Florida_Professional_Services_Invoice_20179_-_Grant_Funded.pdf)**
- **North Florida Professional Services Invoice 20192 - Grant Funded (North_Florida_Professional_Services_Invoice_20192_-_Grant_Funded.pdf)**
- **Paul Stresing Associates, Inc Invoice 4367-26 - Grant Funded (Paul_Stresing_Associates_Inc_Invoice_4367-26_-_Grant_Funded.pdf)**

- **Wilks Site Prep Invoice 2026-4982 - Budget Item** (Wilks_Site_Prep_Invoice_2026-4982_-_Budget_Item.pdf)

e. SHIP

Attachments:

- **C. Springman SHIP Request** (C._Springman_SHIP_Request.pdf)

5. Public Participation

The Board welcomes you and thanks you for your time and concerns. If you wish to address the Board, this is the time set on the agenda for you to do so. When you are recognized, please step to the podium, state your name and address then address the Board. Your comments will be limited to three (3) minutes. The Board may not respond to your comments this evening, rather they may take your comments and suggestions under advisement and provide direction to the appropriate member of County staff for follow-up. There will also be an opportunity to address the board at the end of the meeting. Thank you.

Constitutional Officers

No constitutional officers submitted any items for this meeting at the time of publication. They may still bring items to the meeting.

County Administrator

6. General

- a. 4-H Presentation**
- b. ROAMR Proposal**

Attachments:

- **Emergency Communications / Broadband Infrastructure Partnership** (Item_1B_-_ROAMR_Proposal.pdf)

- c. Letter of Support for Agreement #25091 - Gateway Outdoor Education Center**

Attachments:

- **Support Letter** (Item_1_C_-_Letter_of_Support_for_Agreement_25091_-_Gateway_Outdoor_Education_Center.pdf)

- d. CDBG Grant MS037 - Culvert at Various Locations**

Attachments:

- **CDBG Grant Agreement** (Item_1D_-_CDBG_Grant_MS037_Culvert_at_Various_Locations.pdf)

- e. Committee for CDBG Grant MS037 Bids**

Attachments:

- **CDBG Bids** (Item_1E_-_Committee_For_CDBG_Grant_MS037_Bids.pdf)

f. FDLE Grant 6N274

Attachments:

- **LEAP Grant Agreement** (Item_1F_-_FDLE_Grant_6N274.pdf)

g. Letter of Agreement - Alachua County Crime Stoppers

Attachments:

- **Crime Stoppers Letter** (Item_1G_-_Letter_of_Agreement_-_Alachua_County_Crime_Stoppers.pdf)

7. Road Department

a. Request for Speed Limit Change - NW 100th Street from US 129 to NW 25th Court

Attachments:

- **NW 100th St - Map** (Item_2A_-_Request_for_Speed_Limit_Change-_NW_100th_St_from_US_129_to_NW_25th_Court.pdf)

b. Request for Speed Limit Change - NE 48th Court from CR 340 to Dead End

Attachments:

- **NE 48th Ct - Map** (Item_2B_-_Request_for_Speed_Limit_Change-NE_48th_Court_from_CR_340_to_Dead_End.pdf)

c. Request for Speed Limit Change - SE 78th Place from SE 70th Avenue to SE 79th Court

Attachments:

- **SE 78th Pl - Map** (Item_2C_-_Request_for_Speed_Limit_Change-_SE_78th_Place_from_SE_70th_Ave_to_SE_79th_Court.pdf)

d. Chip & Seal for SW 10th Street West of CR 341

8. Hart & Otter Springs

a. Request to Use Hart Springs

Attachments:

- **Request** (Item_3A_-_Request_to_Use_Hart_Springs.pdf)

b. Otter Springs Rates

Attachments:

- **Proposed Rates** (Item_3B_-_Otter_Springs_Rates.pdf)

9. Emergency Management

a. Synergy Task Order

Attachments:

- **Task Order** (Item_4A_-_Synergy_Task_Order.pdf)

Attorney Report

Clerk Report

10. Budget Recap

Attachments:

- **Budget Recap 2026 as of 04.01.2026** (Budget_Recap_2026_AS_OF_04-01-2026.pdf)

11. 2027 Budget Discussion

12. House Bill 1329

Time Certain Schedule

FYI

13. Reminder of Upcoming Workshop - Monday, April 20th at 3:00 p.m. - Prior to Regular Board Meeting

Impacts of Possible Reduction of Property Taxes

14. Gilchrist County District School Board - Financial and Federal Single Audit

Attachments:

- **Report No. 2026-157 - Gilchrist County District School Board - Financial and Federal Single Audit** (Report_No._2026-157_-_Gilchrist_County_District_School_Board_-_Financial_and_Federal_Single_Audit.pdf)

Commissioner Reports

15. Sharon A Langford - District 1

16. William Bill Martin - District 2

17. Darrell Smith - District 3

18. Tommy Langford - District 4

19. Kenrick Thomas - District 5

20. Public Participation

The Board welcomes you and thanks you for your time and concerns. If you wish to address the Board, this is the time set on the agenda for you to do so. When you are recognized, please step to the podium, state your name and address then address the Board. Your comments will be limited to three (3) minutes. The Board may not respond to your comments this evening, rather they may take your comments and suggestions under advisement and provide direction to the appropriate member of County staff for follow-up. Thank you.

21. Adjourn

Rules of Decorum

- All persons should be seated. No person shall stand or sit along walls and may not block doorways.
- Banners, flyers, or other signs are not permitted in the meeting. Distribution of other flyers are not permitted.
- Demonstrations including cheering, yelling, whistling, clapping, foot stomping or other behavior which disrupts, disturbs, or otherwise impedes the orderly conduct of the meetings are prohibited.
- All person shall observe proper decorum and shall speak in a civil or courteous manner and shall not yell, scream, or use foul language.
- Speakers shall address the agenda topic; time limits will be adhered to.
- Speakers shall address the Board and not turn to address the audience.
- Adherence to these rules is required for the continued participation in the meeting.

“Persons with disabilities requesting reasonable accommodations to participate in the proceeding should contact (352) 463-3170; TDD/TTY users, please call 711 (Florida Relay Service).”

PLEASE BE ADVISED that if a person decides to appeal any decisions made by the Commission with respect to any matter considered at said hearing, that person will need a record of the proceedings, and that for such purpose, that person may need to insure that a verbatim record is made, which record includes the testimony and evidence upon which the appeal is to be based.

BOARD OF COUNTY COMMISSIONERS GILCHRIST COUNTY, FLORIDA DARRELL SMITH, CHAIRMAN
ATTEST: TODD NEWTON, CLERK OF COURT



Gilchrist County Board of County Commissioners

Minutes

Monday, March 16, 2026 at 4:00 pm

NOTICE OF MEETING

Please take notice, the Gilchrist County Board of County Commissioners, in and for Gilchrist County, Florida, will hold a Regular Meeting on the above date and time, in the Board of County Commissioners Meeting Facility, located at 210 South Main Street, Trenton, Florida.

The following is a proposed agenda:

1. Call to Order (4:00 p.m.)

Minutes:

The Gilchrist County Board of County Commissioners, in and for Gilchrist County, Florida, convened in a **Regular Meeting** on **Monday, March 16, 2026**, at **4:00 pm**, in the Board of County Commissioners Meeting Facility, located at 210 South Main Street, Trenton, Florida, with the following members present to-wit: **District I: Commissioner Sharon A. Langford District II: Commissioner Bill Martin, Vice Chairman District III: Commissioner Darrell Smith, Chairman District IV: Commissioner Tommy Langford District V: Commissioner Kenrick Thomas - absent Others in Attendance:** Todd Newton, Clerk of Court; Kieran Bryan, BOCC Secretary; Bobby Crosby, County Administrator; David Lang, County Attorney; Caitlin Bourassa, County Administrator's Administrative Assistant; Richard Romans, Finance Director; Tonya Howell, Assistant Finance Director; Sheriff Bobby Schultz, GCSO; Sergeant Tracy Sanders, GCSO; Ralph Smith, GCEM; Trevor Noyes; Brandon Stubbs; Jim Pitman; Dorothy Ring; Caroline Popke; Jeff M. Hardison; Matthew Harrell. Chairman Darrell Smith called the meeting to order at 4:00 p.m.

2. Prayer / Flag

Minutes:

The Prayer was led by County Administrator Bobby Crosby and the Pledge of Allegiance was led by Commissioner Tommy Langford.

3. Agenda Changes

Minutes:

Mr. Lang requested to add Opioid Settlement to his agenda.

Motion by Commissioner Bill Martin, second by Commissioner Tommy Langford, to approve the agenda with noted changes.

Vote results:

Ayes: 4 / Nays: 0 / Abstains: 0

4. Consent Agenda

Minutes:

Motion by Commissioner Tommy Langford, second by Commissioner Bill Martin, to approve consent agenda as presented.

Vote results:

Ayes: 4 / Nays: 0 / Abstains: 0

- a. Approval of Minutes
- b. Approval of Payments
- c. SHIP

5. Public Participation

Minutes:

- Tammy Hale brought concerns about Water First North Florida Project that is being considered by Suwannee River Water Management. There will be a meeting next Thursday, March 19, 2026 at 6:00 pm at UF-IFAS North Florida Research & Education Center, 8282 County Road 417, Live Oak, FL.
- Dorothy Ring and Caroline Popke with Bell's Community Mission Inc approached the Board explaining that they are feeding approximately 1,000 people per month. They came to ask about the possibility of assistance from the County with funding/grants. They were advised to submit a letter to Mr. Crosby before June 1 to be considered during budget process.

Constitutional Officers

No constitutional officers submitted any items for this meeting at the time of publication. They may still bring items to the meeting.

6. Sheriff Bobby Schultz

Minutes:

Sheriff Schultz updated the Board on Safe School money from the State, informing that the State may cut funding which is used for funding School Resource Officers.

County Administrator

7. Emergency Management

- a. Grant Agreement

Minutes:

Ralph Smith, Emergency Management Director, informed the Board that this grant will be to design a new Dispatch center (safe room) for Gilchrist County Sheriff's Office.

Motion by Commissioner Bill Martin, second by Commissioner Tommy Langford, to approve grant # H1265 with DEM in the amount of \$88,254.40 for Sheriff's Office safe room and generator design.

Vote results:

Ayes: 4 / Nays: 0 / Abstains: 0

b. Match Waiver

Minutes:

Motion by Commissioner Tommy Langford, second by Commissioner Bill Martin, to approve grant # H1273 with DEM in the amount of \$27,579.50 to cover match for grant # H1265, addressed in previous item.

Vote results:

Ayes: 4 / Nays: 0 / Abstains: 0

8. Road Department

a. NE 30th Street Construction Agreement

Minutes:

Motion by Commissioner Tommy Langford, second by Commissioner Sharon A. Langford, to approve construction agreement with Anderson Columbia for paving construction on NE 30th Street at a cost of \$1,713,750.49.

Vote results:

Ayes: 4 / Nays: 0 / Abstains: 0

b. NE 30th Street CEI Task Work Order

Minutes:

Motion by Commissioner Tommy Langford, second by Commissioner Sharon A. Langford, to approve Pitman Engineering contract for NE 30th Street CEI Task Work Order at a cost of \$169,120.00.

Vote results:

Ayes: 4 / Nays: 0 / Abstains: 0

c. Debris Removal

Minutes:

Mr. Crosby informed the Board that there will be a lot of road prep and cleanup on SE 70th Avenue, SE 80th Avenue, and SE 80th Street, requesting permission to dump debris on Anderson Columbia site in the area. Mr. Lang confirmed that this is cleanup material and is of no financial benefit to the County, and therefore no gain to Anderson Columbia.

Motion by Commissioner Bill Martin, second by Commissioner Tommy Langford, to approve dumping debris from SE 70th Avenue, SE 80th

Avenue, and SE 80th Street on Anderson Columbia site located on SE 70th Avenue.

Vote results:

Ayes: 4 / Nays: 0 / Abstains: 0

9. General

a. Hart Springs Invoice

Minutes:

Mr. Crosby explained that this invoice is for product: dock, gangway. The dock is there and will be connected to the boardwalk soon.

Motion by Commissioner Tommy Langford, second by Commissioner Bill Martin, to approve Saltwater Builders invoice subject to verification of completion in the amount of \$153,600.00.

Vote results:

Ayes: 4 / Nays: 0 / Abstains: 0

b. Hart Springs Change Order

Minutes:

Motion by Commissioner Bill Martin, second Commissioner Tommy Langford, to approve change order in the amount of \$72,000.00 to provide 40 stub pilings for existing boardwalk. Change order has been approved by FWC and the project has sufficient budget to cover costs.

Vote results:

Ayes: 4 / Nays: 0 / Abstains: 0

Attorney Report

10. Proclamations

a. Proclamation Declaring May 8, 2026 as Child Care Provider Appreciation Day

Minutes:

Motion by Commissioner Sharon A. Langford, second by Commissioner Bill Martin to approve proclamation declaring May 8, 2026 as Child Care Provider Appreciation Day in Gilchrist County.

Vote results:

Ayes: 4 / Nays: 0 / Abstains: 0

11. Miscellaneous

a. First Amendment to the Interlocal Agreement between Alachua, Bradford, Columbia, Dixie, Gilchrist, and Union Counties

Regarding Local Workforce Development Area 26 (CareerSource Requesting Quorum for Meetings of the Council be reduced from 6 members to 4 members)

b. Agenda Change - Six Remnant Defendants Opioid Settlement - CL-2022740

Minutes:

Mr. Lang explained that another opioid settlement agreement had been received, presenting it to the Board for approval.

Motion by Commissioner Sharon A. Langford, second by Commissioner Tommy Langford, to approve Six Remnant Defendants Opioid Settlement - CL-2022740 agreement.

Vote results:

Ayes: 4 / Nays: 0 / Abstains: 0

Clerk Report

12. Discussion of Dates for Impacts of Possible Reduction of Property Taxes Workshop

Minutes:

Board scheduled Workshop for Impacts of Possible Reduction of Property Taxes for April 20, 2026 at 3:00 pm before regular meeting.

Time Certain Schedule

FYI

Commissioner Reports

13. Sharon A Langford - District 1

Minutes:

Commissioner Sharon A. Langford informed that there will be an open house for CareerSource on March 25, 2026 at 11:00 am at the old Barron's video store site.

14. William Bill Martin - District 2

Minutes:

Commissioner Bill Martin attended a meeting in Fanning Springs and heard report on their Fire response into the County and City of Trenton.

Commissioner Martin visited the new Ag building; the drainage pond is in now.

Commissioner Martin bragged on local school athletics, encouraging attendance as both Trenton and Bell have excellent sports programs.

Commissioner Martin reminded everyone that the animal sale will be on Wednesday at the Fair.

15. Darrell Smith - District 3

16. Tommy Langford - District 4

Minutes:

Commissioner Tommy Langford asked what the width of Dixie Highway will be. Trevor Noyes, North Florida Professional Services, explained that they will be 20 ft paved lanes all through the project.

17. Kenrick Thomas - District 5

18. Public Participation

Minutes:

- Sheriff Schultz informed the Board that there will be a memorial service for the fallen officers of Gilchrist County on May 5th at the Sheriff's Office. Time to be provided in the future.

19. Adjourn

Minutes:

Meeting adjourned at 5:12 pm.

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BOARD OF COUNTY COMMISSIONERS GILCHRIST COUNTY, FLORIDA DARRELL SMITH, CHAIRMAN
ATTEST: TODD NEWTON, CLERK OF COURT



North Florida Professional Services, Inc.

P.O. Box 3823
Lake City, FL 32056, United States
Tel: 386-752-4675 Fax: 386-752-4674
mcarter@nfps.net
www.nfps.net

INVOICE

INVOICE DATE: 3/25/2026
INVOICE NO: 20179
BILLING THROUGH: 3/21/2026

Bobby Crosby
Gilchrist County Board of County Commissioners
209 SE 1st Street
Trenton, FL 32693

L241126GIL - Hart Springs RV Park

Managed By: Tori Humphries

DESCRIPTION	CONTRACT AMOUNT	% COMPLETE	BILLED TO DATE	PREVIOUSLY BILLED	CURRENT AMOUNT
L241126GIL - Hart Springs RV Park	\$45,700.00	100.00	\$45,700.00	\$42,700.00	\$3,000.00
TOTAL	\$45,700.00		\$45,700.00	\$42,700.00	\$3,000.00

SUBTOTAL \$3,000.00

AMOUNT DUE THIS INVOICE \$3,000.00

This invoice is due upon receipt

ACCOUNT SUMMARY

INVOICED TO DATE	PAID TO DATE	BALANCE DUE
\$45,700.00	\$42,700.00	\$3,000.00



North Florida Professional Services, Inc.

P.O. Box 3823
Lake City, FL 32056, United States
Tel: 386-752-4675 Fax: 386-752-4674
mcarter@nfps.net
www.nfps.net

INVOICE

INVOICE DATE: 3/26/2026
INVOICE NO: 20192
BILLING THROUGH: 3/21/2026

Bobby Crosby
Gilchrist County Board of County Commissioners
209 SE 1st Street
Trenton, FL 32693

L250527GIL - Grant Services for Hart Springs stabilization and Floating Dock

Managed By: Brandon M Stubbs

construction complete??

DESCRIPTION	CONTRACT AMOUNT	% COMPLETE	BILLED TO DATE	PREVIOUSLY BILLED	CURRENT AMOUNT
L250527GIL - Grant Services for Hart Springs stabilization and Floating Dock	\$16,745.74	75.00	\$12,559.31	\$8,372.87	\$4,186.44
TOTAL	\$16,745.74		\$12,559.31	\$8,372.87	\$4,186.44

SUBTOTAL \$4,186.44

AMOUNT DUE THIS INVOICE \$4,186.44

This invoice is due upon receipt

ACCOUNT SUMMARY

INVOICED TO DATE	PAID TO DATE	BALANCE DUE
\$12,559.31	\$8,372.87	\$4,186.44

PAUL STRESING ASSOCIATES, INC.

ARCHITECTURE • SPACE PLANNING • INTERIOR DESIGN

14617 MAIN STREET

ALACHUA, FLORIDA 32615

TELEPHONE (386) 462-6407

Email: psa@paulstresingassociates.com

INVOICE

INVOICE NO. 4367-26

DATE: March 13, 2026

**PROJECT: Gilchrist County Sheriff's Office Design &
Generator Hardening Structure Drawing and Installation**

**BILL TO: Mr. Bobby Crosby, County Administrator – bcrosby@gilchrist.fl.us
209 SE 1st Street, Trenton, FL 32693**

DESCRIPTION:

Sheriff's Office Design**\$42,700.00**

Breakdown: Schematic Design/Field Work = \$6,405.00

Design Development Phase = \$6,405.00

Construction Documents Phase = \$25,620.00

Construction Administration & Bidding = \$4,270.00

Additional Services:.....**\$8,500.00**

Breakdown: Addition of Generator system, housing and interfacing with
building

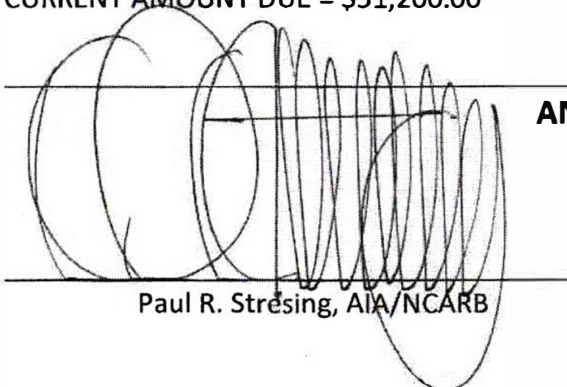
TOTAL FEE FOR ABOVE SERVICES = \$51,200.00

EARNED TO DATE = \$51,200.00

PAID TO DATE = \$0.00

CURRENT AMOUNT DUE = \$51,200.00

AMOUNT DUE THIS REQUEST: \$51,200.00



Paul R. Stresing, AIA/NCARB

Wilks Site Prep, Inc.

1726 E Wade St, Suite B
Trenton, FL 32693-2798
(352) 463-3009
crystal.jwsiteprep@gmail.com



INVOICE

BILL TO
Gilchrist Co. BOCC
209 SE 1st Street
Trenton, Florida 32693

INVOICE 2026-4982
DATE 03/25/2026
TERMS Due on receipt
DUE DATE 03/25/2026

PROJECT LOCATION:
80th St/80th Ave Improvements

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
1	LS	MOBILIZATION	3,487.50	3,487.50
1	LS	MAINTENANCE OF TRAFFIC	1,125.00	1,125.00
1	LS	SEDIMENT BARRIER	225.00	225.00
1	LS	CLEARING & GRUBBING	6,187.50	6,187.50
1	LS	REGULAR EXCAVATING	18,095.00	18,095.00
1	LS	RIP RAP, DITCH LINING	1,687.51	1,687.51
1	LS	PERFORMANCE TURF, SEED	1,352.00	1,352.00
1	LS	PERFORMANCE TURF, SOD	2,635.80	2,635.80

WE CHARGE A 4% PROCESSING FEE
IF PAYING BY CREDIT CARD. PLEASE CONTACT OUR
OFFICE SO WE CAN REVISE YOUR INVOICE.
- If you have questions regarding your invoice, please call
Crystal at 352.275.8905
- 1.5% service charge will be applied on unpaid balances over
30 days.

BALANCE DUE

\$34,795.31

Thank you! We appreciate your business!

Pay invoice

"IF WE DON'T DO YOUR PAVING, IT'S YOUR OWN ASPHALT!"

LICENSE NO.: CUC1225807

Page 1 of 1



Suwannee River Economic Council, Inc.
Post Office Box 70
Live Oak, Florida 32064

Administrative Office - Phone (386) 362-4115
Fax (386) 362-4078

E-Mail: mattpearson@suwanneec.net

Website: www.srecinc.org

March 19, 2026

MEMORANDUM

TO: Bobby Crosby, County Administrator
Gilchrist County, Florida

FROM: Matt Pearson, Executive Director
Suwannee River Economic Council, Inc. *MP*

RE: **SHIP Emergency Repair Reimbursement Request**

Request for reimbursement to Suwannee River Economic Council, Inc. for the following Emergency Repair client:

Carolyn Springman \$17,000.00

Total Due SREC, Inc. \$17,000.00

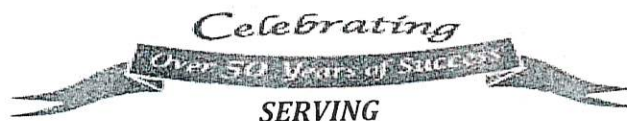
Supporting documentation is attached.

Please mail check to: Suwannee River Economic Council, Inc., P.O Box 70, Live Oak, FL 32064

MP/sb *MP*

Finance Department
Client File (s)
24/25GER013EL33SN

DELIVERED Mar 23 2026



BRADFORD-COLUMBIA-DIXIE-GILCHRIST-HAMILTON-LAFAYETTE-LEVY-MADISON-SUWANNEE-TAYLOR-UNION
"This institution is an equal opportunity provider and employer."
Funded in part through a grant by the State of Florida Department of Elder Affairs

Gilchrist County Board of County Commissioners
Agenda Item Request

Meeting Date
March 16, 2026

Emergency Communications / Broadband Infrastructure Partnership

Presenter
Ryan Reid
CEO, ROAMR LLC

Subject

Update on previously approved emergency communications infrastructure projects and request for approval of additional utility easements on county-owned parcels to support emergency communications and broadband infrastructure.

Background

ROAMR LLC is currently engaged in construction of a highly redundant communications and broadband infrastructure network within Gilchrist County in partnership with the State of Florida through the Broadband Opportunity Program.

As previously presented to and supported by the Board of County Commissioners, these projects are designed to strengthen county public safety communications capabilities while simultaneously expanding broadband access to underserved areas of the county.

These infrastructure investments improve the resiliency of the county's communications systems and help ensure reliable public safety communications and 911 connectivity during severe weather events and other emergencies.

Initial project approvals included:

- Replacement of the existing amateur radio tower at the Trenton Sheriff's Office with a utility pole monopole structure capable of supporting county radio equipment.
- Construction of a new multi-use tower at the county fire station located near the intersection of NW County Road 138 and NW 5th Avenue.

These structures are designed to support county radio systems, public safety communications infrastructure, and broadband service expansion, and are also capable of improving cellular coverage if requested by a carrier in the future.

Project Status Updates

Sheriff's Office Monopole Replacement

Materials for the monopole structure have been received from the manufacturer and construction preparation activities are currently underway.

Installation activities are expected to begin shortly, and the structure is anticipated to be completed and available for county radio system use within approximately 60 days.

ROAMR will coordinate with county staff to relocate and install county radio equipment where needed as part of the installation process.

North Fire Station Tower Site

Site readiness requirements have been confirmed and the permitting process has begun for construction of the new tower structure.

Construction timelines indicate that the site should be ready for county radio system use within approximately six months.

Because this project previously received preliminary approval, ROAMR is requesting final authorization from the Board to establish the necessary easement and proceed with construction activities.

Additional Infrastructure Opportunities

As part of the continued expansion of public safety communications infrastructure and broadband services, several additional county-owned parcels have been identified as viable locations for infrastructure deployment.

Installation of public safety and broadband utility pole structures at these locations would provide improved public safety communications coverage and expanded broadband availability in underserved areas of the county. The requested easements are limited utility easements necessary for the structure footprint and access for maintenance.

ROAMR respectfully requests approval from the Board to obtain utility easements at the following locations.



EIN: 88-0650855
FCC Provider: 480000
ASN: 400414

ROAMR LLC
PO Box 6142
Spring Hill, FL 34611

Easement Requests

Each of the following locations would support installation of county public safety communications equipment while also allowing joint-use communications capabilities for high-speed broadband service.

Item 1 - Fanning Site

Parcel ID: 18-10-14-0026-0001-0000
Reference Name: Fanning Site

Request:

Board approval to allow ROAMR LLC to obtain a utility easement for installation of a joint-use public safety and broadband utility pole structure.

Item 2 - Tudeen Site

Parcel ID: 01-07-15-0000-0001-0000
Reference Name: Tudeen Site

Request:

Board approval to allow ROAMR LLC to obtain a utility easement for installation of a joint-use public safety and broadband utility pole structure.

Item 3 - Rock Bluff Site

Parcel ID: 16-08-14-0161-0001-0250
Reference Name: Rock Bluff Site

Request:

Board approval to allow ROAMR LLC to obtain a utility easement for installation of a joint-use public safety and broadband utility pole structure.

Easement Requests Cont.

Item 4 – North Fire Station Tower Construction

Request board approval to:

- Establish the required easement
- Finalize permitting activities
- Authorize construction of the tower structure

This structure will support installation of county public safety communications equipment and multi-use communications capabilities including broadband services, and will also be capable of improving cellular coverage if requested by a carrier.

Fiscal Impact

There is no direct cost to Gilchrist County associated with these projects.

ROAMR LLC will fund construction, installation, and maintenance of the infrastructure. The county will not incur long-term maintenance obligations for these structures.

County public safety agencies will maintain priority access to available tower or pole space for installation of public safety communications equipment and ROAMR LLC will assist in any relocation or installation of county equipment including full scope if necessary.

Summary

These infrastructure projects represent a continued partnership between Gilchrist County, the State of Florida, and ROAMR LLC to strengthen public safety communications and expand broadband infrastructure throughout the county.

The proposed installations will improve the resiliency and reach of public safety communications systems while also enabling expanded broadband service in underserved areas. These projects are funded and constructed by ROAMR through the Florida Broadband Opportunity Program Grants, and ensure priority access for county public safety communications equipment.

Recommendation

This agenda item is being presented by ROAMR LLC following coordination and collaboration with Gilchrist County staff to review project status and infrastructure needs related to public safety communications and broadband expansion.

These recommendations are consistent with the county's ongoing efforts to strengthen public safety communications infrastructure, improve system resiliency during emergencies, and expand access to reliable broadband services throughout Gilchrist County.

Based on those discussions, the following actions are recommended for consideration by the Board of County Commissioners:

1. Receive the project status updates regarding the Sheriff's Office monopole replacement and the North Fire Station tower project.
2. Grant final approval for the establishment of the easement and authorization to proceed with construction activities for the North Fire Station tower site.
3. Approve utility easements for the Fanning Site, Tudeen Site, and Rock Bluff Site for installation of public safety and broadband utility pole structures.

Approval of these requests will support the continued expansion of resilient public safety communications infrastructure, broadband connectivity, and public safety communications capabilities throughout Gilchrist County, while maintaining priority access for county public safety communications equipment and ensuring no long-term maintenance obligations for the county.

Suggested Motion

"I move that the Board receive the project status updates presented by ROAMR LLC regarding the Sheriff's Office monopole replacement and the North Fire Station tower project, and approve the requested utility easements for the Fanning Site, Tudeen Site, and Rock Bluff Site for installation of public safety and broadband utility pole structures.

I further move that the Board grant final approval for establishment of the easement and authorization to proceed with permitting and construction of the North Fire Station tower structure, consistent with the county's efforts to strengthen resilient public safety communications infrastructure and expand broadband connectivity, with priority access reserved for county public safety communications equipment and no long-term maintenance obligation to the county."

Gilchrist County Board of County Commissioners
P.O. Box 37
112 S. Main Street
Trenton, FL 32693
Phone: 352-463-3198 Fax: 352-463-3411

District I
Sharon A. Langford

District II
Bill Martin

District III
Darrell Smith

District IV
Tommy Langford

District V
Kenrick Thomas

David "Duke" Lang, Jr.
County Attorney
352-463-7800

Bobby Crosby
County Administrator
352-463-3198

Todd Newton
Clerk of Court
325-463-3170

04/06/2026

TO:

Florida Fish and Wildlife Conservation Commission
Columbia County Board of County Commissioners

RE: Letter of Support for Agreement #25091 – Gateway Outdoor Education Center

To Whom It May Concern,

On behalf of the Gilchrist County Board of County Commissioners, we are pleased to express our strong support for Agreement #25091 between the Florida Fish and Wildlife Conservation Commission and Columbia County to establish the Gateway Outdoor Education Center.

This initiative represents a valuable investment in outdoor education, conservation awareness, and agricultural literacy throughout our region. The Gateway Outdoor Education Center will provide hands-on learning opportunities that encourage responsible stewardship of natural resources, promote outdoor recreation, and strengthen connections between conservation, agriculture, and community engagement.

Gilchrist County recognizes the broad benefits this project will bring, not only educationally but also economically and environmentally. The center will serve as a regional resource for North Florida residents, helping to expand access to outdoor experiences while fostering collaboration among neighboring communities.

We appreciate the partnership and vision behind this effort and look forward to the positive, long-term impact the Gateway Outdoor Education Center will have on our region. Gilchrist County is proud to support this important initiative.

Sincerely,

Darrell Smith
Chair, Gilchrist County Commissioners



State of Florida
Department of Commerce

Federally Funded
Community Development Block Grant
Disaster Recovery (CDBG-DR) Rebuild Florida
Infrastructure Repair Program
Subrecipient Agreement

THIS AGREEMENT is entered into by the State of Florida, Department of Commerce, (hereinafter referred to as “Commerce” or “Grantee”) and **Gilchrist County Board of County Commissioners** (hereinafter referred to as “Subrecipient”), each individually a “Party” and collectively “the Parties.”

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

WHEREAS, pursuant to the authority of the Disaster Relief Supplemental Appropriations Act, 2025 (Pub. L. 118–158) approved December 21, 2024 (hereinafter the “Appropriations Act”) , the requirements of the Appropriations Act and implementing regulations at 24 CFR part 570, and the requirements of the Federal Register (FN) notice, 90 FR 4759 (Docket No. FR-6489-N-01) (January 16, 2025), and 90 FR 1754 (Docket No. FR–6489–N–01) (January 8, 2025) (hereinafter the “Universal Notice”), as amended, including amendments made by HUD’s March 31, 2025 Memorandum, and as may be amended from time to time, and as modified by waivers, alternative requirements, and other requirements described in in Federal Register notices published as of this date or in the future, the U.S. Department of Housing and Urban Development (hereinafter referred to as “HUD”) has awarded Community Development Block Grant - Disaster Recovery (CDBG-DR) funds to Commerce for activities authorized under Title I of the Housing and Community Development Act of 1974 (42 United States Code (U.S.C.) 5301 *et seq.*) and described in the 2025 State of Florida Action Plan for Disaster Recovery, as now in effect and as may be amended from time to time (hereinafter the “Action Plan”).

WHEREAS, CDBG-DR funds made available for use by Subrecipient under this Agreement constitute a subaward of the Grantee’s Federal award, the use of which must be in accordance with requirements imposed by Federal statutes, regulations and the terms and conditions of Commerce’s Federal award.

WHEREAS, Subrecipient has legal authority to enter into this Agreement and by signing this Agreement, Subrecipient represents and warrants to Commerce that it will comply with all the requirements of the subaward described herein.

WHEREAS, the aggregate use of CDBG-DR funds shall principally benefit low- and moderate-income persons in a manner that ensures at least 70 percent of the grant amount awarded under this Agreement is expended for activities that benefit such persons.

NOW THEREFORE, Commerce and Subrecipient agree to the following:

(1) Scope of Work. The Scope of Work for this Agreement includes Attachment A, Scope of Work. With respect to Attachment B, Project Budget, and Attachment C, Activity Work Plan, Subrecipient shall submit to Commerce such Attachments in conformity with the current examples attached hereto as necessary and appropriate. Provided further, if there is a disagreement between the Parties, with respect to the formatting and contents of such attachments, then Commerce's decisions with respect to same shall prevail, at Commerce's sole and absolute discretion.

(2) Incorporation of Laws, Rules, Regulations and Policies. Subrecipient agrees to abide by all applicable State and Federal laws, rules and regulations, as now in effect and as may be amended from time to time, including but not limited to, the Federal laws and regulations set forth in 24 CFR Part 570 applicable Federal Register Notices, and the State's Action Plan, and all applicable CDBG-DR regulations and guidelines.

Subrecipient shall ensure that all its activities under this Contract shall be conducted in conformance with these provisions, as applicable: 45 CFR Part 75, 29 CFR Part 95, 2 CFR Part 200, 20 CFR Part 601, 24 CFR Part 570 subpart I, *et seq.*, and all other applicable federal laws, regulations, and policies governing the funds provided under this Agreement as now in effect and as may be amended from time to time.

(3) Period of Agreement. This Agreement begins upon execution by both Parties (the "Effective Date") and ends **April 30, 2030**, unless otherwise terminated as provided in this Agreement. Commerce shall not grant any extension of this Agreement unless Subrecipient provides justification satisfactory to Commerce in its sole discretion and Commerce's Director of the Division of Community Development approves such extension.

(4) Modification of Agreement. Modifications to this Agreement shall be valid only when executed in writing by the Parties. Any modification request by Subrecipient constitutes a request to negotiate the terms of this Agreement. Commerce may accept or reject any proposed modification based on Commerce's sole determination and absolute discretion, that any such acceptance or rejection is in the State's best interest.

(5) Records.

- (a) Subrecipient's performance under this Agreement shall be subject to 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards as now in effect and as may be amended from time to time.
- (b) Representatives of Commerce, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability, and representatives of the Federal government and their duly authorized representatives shall have access to any of Subrecipient's books, documents, papers and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.
- (c) Subrecipient shall maintain books, records and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided by Commerce under this Agreement.
- (d) Subrecipient will provide to Commerce all necessary and appropriate financial and compliance audits in accordance with Paragraph (7), Audit Requirements and Attachments I and J herein and ensure that all related party transactions are disclosed to the auditor.

- (e) Subrecipient shall retain sufficient records to show its compliance with the terms of this Agreement and the compliance of all subrecipients, contractors, subcontractors and consultants paid from funds under this Agreement for a period of six (6) years from the date Commerce issues the final closeout for this award. Subrecipient shall also comply with the provisions of 24 CFR 570.493 and 24 CFR 570.502(a)(7)(ii). Subrecipient shall further ensure that audit working papers are available upon request for a period of six (6) years from the date Commerce issues the final closeout of this Agreement, unless extended in writing by Commerce. The six-year period may be extended for the following reasons:
 - 1. Litigation, claim or audit initiated before the six-year period expires or extends beyond the six-year period, in which case the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
 - 2. Records for the disposition of non-expendable personal property valued at \$1,000 or more at the time of acquisition shall be retained for six (6) years after final disposition.
 - 3. Records relating to real property acquired shall be retained for six (6) years after the closing on the transfer of title.
- (f) Subrecipient shall maintain all records and supporting documentation for Subrecipient and for all contractors, subcontractors and consultants 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 scope of work and all other applicable laws and regulations.
- (g) Subrecipient shall either (i) maintain all funds provided under this Agreement in a separate bank account or (ii) ensure that Subrecipient's accounting system shall have sufficient internal controls to separately track the expenditure of all funds from this Agreement. Provided further, that the only option available for advanced funds is to maintain such advanced funds in a separate bank account. There shall be no commingling of funds provided under this Agreement with any other funds, projects or programs. Commerce may, in its sole discretion, disallow costs made with commingled funds and require reimbursement for such costs as described herein, Subparagraph (21)(e), Repayments.
- (h) Subrecipient, including all of its employees or agents, contractors, subcontractors and consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to representatives of Commerce, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the Federal government or their duly authorized representatives. "Reasonable" shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

(6) Audit Requirements.

- (a) Subrecipient shall conduct a single or program-specific audit in accordance with the provisions of 2 CFR part 200 if it expends one million dollars (\$1,000,000) or more in Federal awards from all sources during its fiscal year.
- (b) Within sixty (60) calendar days of the close of Subrecipient's fiscal year, on an annual basis, Subrecipient shall electronically submit a completed Audit Compliance Certification to audit@Commerce.fl.gov, and Commerce's grant manager; a blank version of which is attached hereto as Attachment J. Subrecipient's timely submittal of one completed Audit Compliance Certification for each applicable fiscal year will fulfill this requirement within all agreements (e.g., contracts, grants, memorandums of understanding, memorandums of agreement, economic incentive award agreements, etc.) between Commerce and Subrecipient.
- (c) In addition to the submission requirements listed in Attachment I, Audit Requirements, Subrecipient shall send an electronic copy of its audit report to Commerce's grant manager for this Agreement by June 30 following the end of each fiscal year in which it had an open CDBG-DR subgrant.
- (d) Subrecipient shall also comply with the Federal Audit Clearinghouse rules and directives, including but not limited to the pertinent Report Submissions provisions of 2 CFR 200.512, when such provisions are applicable to this Agreement.

(7) Reports.

Subrecipient shall provide Commerce with all reports and information set forth in Attachment G, Reports. The monthly reports and administrative closeout reports must include the current status and progress of Subrecipient and all subcontractors in completing the work described in the Scope of Work, Attachment A, and the expenditure of funds under this Agreement. Within 5 calendar days of a request by Commerce, Subrecipient shall provide additional program updates or information. Without limiting any other remedy available to Commerce, if all required reports and copies are not sent to Commerce or are not completed in a manner acceptable to Commerce, payments may be withheld until the reports are completed to Commerce's satisfaction. Commerce may also take other action as stated in Paragraph (12) Remedies or otherwise allowable by law.

(8) Inspections and Monitoring.

- (a) Subrecipient shall cooperate and comply with Commerce, HUD, and auditors with any inspections and will immediately provide access to records and financial statements as deemed necessary by Commerce, HUD, and their respective auditors at least in accordance with requirements of 2 CFR part 200 and 24 CFR_570.489.
- (b) Subrecipient shall cooperate and comply with monitoring of its activities as deemed necessary by Commerce to ensure that the subaward is used for authorized purposes in compliance with federal statutes, regulations, and this Agreement.
- (c) Without limiting the actions Commerce, HUD, or their respective investigators may take, monitoring procedures will include at a minimum: (1) reviewing financial and performance reports required by the Grantee, (2) following-up and ensuring that Subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to Subrecipient from the Grantee as detected through audits, on-site reviews and other means, and (3) issuing a management decision for audit findings pertaining to this Federal award provided to Subrecipient from the Grantee as required by 2 CFR §200.521.
- (d) Corrective Actions: Commerce may issue management decisions and may consider taking enforcement actions if noncompliance is detected during audits Commerce may require Subrecipient to take timely and appropriate action on all deficiencies pertaining to the Federal award provided to Subrecipient from the pass-through entity as detected through audits, on-site reviews and other means. In response to audit deficiencies or other findings of noncompliance with this agreement, Commerce may in its sole discretion and without advance notice, impose additional conditions on the use of the CDBG-DR funds to ensure future compliance or provide training and technical assistance as needed to correct noncompliance. Commerce may also take other action as stated in Paragraph (12) Remedies or otherwise allowable by law.

(9) Duplication of Benefits.

Subrecipient shall not carry out any of the activities under this Agreement in a manner that results in a prohibited duplication of benefits as defined by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1974 (42 U.S.C. 5155 *et seq.*) and described in Appropriations Acts. Subrecipient must comply with HUD's requirements for duplication of benefits, as described in the Federal Register and HUD guidance (including HUD training materials). Subrecipient shall carry out the activities under this Agreement in compliance with Commerce's procedures to prevent duplication of benefits. Subrecipient shall sign a Subrogation Agreement (See Attachment M).

(10) Liability.

- (a) If Subrecipient is a state agency or subdivision, as defined in Section 768.28(2), F.S., pursuant to Section 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability for the other Party for the other Party's negligence.

- (b) Subrecipient assumes sole responsibility for the training and oversight of the parties it deals with or employs to carry out the terms of this Agreement to the extent set forth in Section 768.28, Florida Statutes. Subrecipient shall defend, indemnify, and hold Commerce harmless against all claims of whatever nature arises from the work and services performed by third parties under this Agreement. For purposes of this Agreement, Subrecipient agrees that it is not an employee or agent of Commerce, but is an independent contractor.
- (c) Subrecipient agrees to be fully responsible for its negligent or tortious acts or omissions, which result in claims or suits against Commerce. Subrecipient shall defend, indemnify, and hold Commerce harmless against any damages proximately caused by the acts or omissions to the tort monetary limits as set forth in Section 768.28, F.S. Nothing herein shall be construed as consent by Commerce or the State of Florida to be sued by third parties in any matter arising out of any agreement, contract, or subcontract.
- (d) Nothing herein is intended to serve as a waiver of sovereign immunity by Commerce or Subrecipient.

(11) Events of Default.

If any of the following events occur (“Events of Default”), Commerce may, in its sole and absolute discretion, elect to terminate any obligation to make any further payment of funds, exercise any of the remedies set forth in Paragraph (12) Remedies or pursue any remedy at law or in equity, without limitation:

- (a) Any warranty or representation made by Subrecipient, in this Agreement or any previous agreement with Commerce, is or becomes false or misleading in any respect, or if Subrecipient fails to keep or perform any of the obligations, terms, or covenants in this Agreement or any previous agreement with Commerce or HUD, and/or has not cured them in timely fashion and/or is unable or unwilling to meet its obligations under this Agreement and/or as required by statute, rule, or regulation;
- (b) Any material adverse change occurs in the financial condition of Subrecipient at any time during the term of this Agreement and Subrecipient fails to cure this adverse change within thirty (30) calendar days from the date written notice is sent by Commerce;
- (c) If Subrecipient fails to submit any required report or submits any required report with incorrect, incomplete or insufficient information or fails to submit additional information as requested by Commerce;
- (d) If Subrecipient fails to perform or timely complete any of its obligations under this Agreement, including participating in Commerce’s Implementation Workshop. The Parties agree that in the event Commerce elects to make payments or partial payments after any Events of Default, it does so without waiving the right to exercise any remedies allowable herein or at law and without becoming liable to make any further payment.
- (e) Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party’s control or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party’s performance obligation under this Agreement. If the delay is excusable under this paragraph, the delay will not result in any additional charge or cost under the Agreement to either Party. In the case of any delay Subrecipient believes is excusable under this paragraph, Subrecipient shall notify Commerce in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that creates or will create the delay first arose, if Subrecipient could reasonably foresee that a delay could occur as a result or (2) within five (5) calendar days after the date Subrecipient first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. **THE FOREGOING SHALL CONSTITUTE SUBRECIPIENT’S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. Commerce, in its sole discretion, will determine if the delay is excusable under this paragraph and will notify Subrecipient of its decision in writing. No claim for damages, other than

an extension of time, shall be asserted against Commerce. Subrecipient shall not be entitled to an increase in the Agreement price or payment of any kind from Commerce for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist, Subrecipient shall perform at no increased cost, unless Commerce determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Commerce or the State, in which case, Commerce may do any or all of the following: (1) accept allocated performance or deliveries from Subrecipient, provided that Subrecipient grants preferential treatment to Commerce with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by Subrecipient for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity or (3) terminate the Agreement in whole or in part.

(12) Remedies.

If an Event of Default occurs, Commerce may in its sole discretion and without limiting any other right or remedy available, provide thirty (30) calendar days written notice to Subrecipient and if Subrecipient fails to cure within those thirty (30) calendar days Commerce may choose to exercise one or more of the following remedies, either concurrently or consecutively:

- (a) Terminate this Agreement upon written notice by Commerce sent in conformity with Paragraph (16) Notice and Contact;
- (b) Begin any 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) Demand Subrecipient return to Commerce any funds used for ineligible activities or unallowable costs under this Agreement or any applicable law, rule or regulation governing the use of the funds; and
- (e) Exercise any corrective or remedial actions, including but not limited to:
 1. Requesting additional information from Subrecipient to determine the reasons for or the extent of non-compliance or lack of performance;
 2. Issuing a written warning to advise that more serious measures may be taken if the situation is not corrected; and/or
 3. Advising Subrecipient to suspend, discontinue or refrain from incurring costs for any activities in question.
- (f) Exercise any other rights or remedies which may be otherwise available under law.

Pursuit of any of the above remedies does not preclude Commerce from pursuing any other remedies in this Agreement or provided at law or in equity. Failure to exercise any right or remedy in this Agreement or failure by Commerce to require strict performance does not affect, extend or waive any other right or remedy available or affect the later exercise of the same right or remedy by Commerce for any other default by Subrecipient.

(13) Dispute Resolution.

Commerce shall decide disputes concerning the performance of the Agreement, and document dispute decisions in writing and serve a copy of same on Subrecipient. All decisions are final and conclusive unless Subrecipient files a petition for administrative hearing with Commerce within twenty-one (21) days from the date of receipt of the decision. Exhaustion of administrative remedies prescribed in Chapter 120, F.S., is an absolute condition precedent to Subrecipient's ability to pursue any other form of dispute resolution; provided however, that the Parties may mutually agree to employ the alternative dispute resolution procedures outlined in Chapter 120, F.S.

(14) Citizen Complaints. The goal of Commerce is to provide an opportunity to resolve citizen complaints in a timely manner, usually within fifteen (15) business days of the receipt of the complaint as expected by HUD, if practicable, and to provide the right to participate in the process and appeal a decision when there is reason for an applicant to believe its application was not handled according to program policies. All applications, guidelines and websites will include details on the right to file a complaint or appeal and the process for filing a complaint or beginning an appeal.

The Subrecipient will handle citizen complaints by:

- (a) Conducting investigations, as necessary;
- (b) Finding a resolution; or
- (c) Conducting follow-up actions.

Program Appeals

Applicants may appeal program decisions related to one of the following activities:

- (a) A program eligibility determination;
- (b) A program assistance award calculation; or
- (c) A program decision concerning housing unit damage and the resulting program outcome.

Citizens may file a written complaint or appeal with the Office of Long-Term Resiliency by email at CDBG-DR@Commerce.fl.gov or by mail to the following address:

Attention: Office of Long-Term Resiliency
Florida Department of Commerce
107 East Madison Street
The Caldwell Building, MSC 160
Tallahassee, Florida 32399

HUD Complaints

If the complainant is not satisfied by the Subrecipient's determination or Commerce's response, then the complainant may file a written appeal by following the instructions issued in the letter of response. If the complainant has not been satisfied with the response at the conclusion of the complaint or appeals process, a formal complaint may then be addressed directly to the regional Department of Housing and Urban Development (HUD) at:

Department of Housing & Urban Development
Charles E. Bennet Federal Building
400 West Bay Street, Suite 1015
Jacksonville, FL 32202

Fair Housing Complaints

The Florida Office of Long-Term Resiliency operates in Accordance with Federal Fair Housing Law (The Fair Housing Amendments Act of 1988). Anyone who feels he or she has been discriminated against may file a complaint of housing discrimination: 1-800-669-9777 (Toll Free), 1-800-927-9275 (TTY) or <https://www.hud.gov/reporhousingdiscrimination>.

(15) Termination.

- (a) Commerce may immediately suspend or terminate this Agreement for cause by providing written notice, from the date notice is sent by Commerce. Cause includes, but is not limited to; an Event of Default as set forth in this Agreement: Subrecipient's improper or ineffective use of funds provided under this

Agreement; fraud; lack of compliance with any applicable rules, regulations, statutes, executive orders, HUD guidelines, policies, directives or laws; failure, for any reason, to timely and/or properly perform any of Subrecipient's obligations under this Agreement; submission of reports that are incorrect or incomplete in any material respect and refusal to permit public access to any document, paper, letter or other material subject to disclosure under law, including Chapter 119, F.S., as amended. The aforementioned reasons for termination are listed in the immediately preceding sentence for illustration purposes but are not limiting Commerce's sole and absolute discretion with respect to Commerce's right to terminate this Agreement. In the event of suspension or termination, Subrecipient shall not be entitled to recover any cancellation charges or unreimbursed costs.

- (b) Commerce may unilaterally terminate this Agreement, in whole or in part, for convenience by providing Subrecipient fourteen (14) days written notice from the date notice is sent by Commerce, setting forth the reasons for such termination, the effective date and, in the case of partial termination, the portion to be terminated. However, if in the case of partial termination, Commerce determines that the remaining portion of the award will not accomplish the purpose for which the award was made, Commerce may terminate the portion of the award which will not accomplish the purpose for which the award was made. Subrecipient shall continue to perform any work not terminated. In the event of termination for convenience, Subrecipient shall not be entitled to recover any cancellation charges or unreimbursed costs for the terminated portion of work.
- (c) The Parties may terminate this Agreement for their mutual convenience in writing, in the manner agreed upon by the Parties, which must include the effective date of the termination.
- (d) In the event that this Agreement is terminated, Subrecipient shall not incur new obligations under the terminated portion of the Agreement after the date Subrecipient has received the notification of termination. Subrecipient shall cancel as many outstanding obligations as possible. Commerce shall disallow all costs incurred after Subrecipient's receipt of the termination notice. Commerce may, to the extent authorized by law, withhold payments to Subrecipient for the purpose of set-off until the exact amount of damages due to Commerce from Subrecipient is determined.
- (e) Upon expiration or termination of this Agreement Subrecipient shall transfer to Commerce any CDBG-DR funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of CDBG-DR funds.
- (f) Any real property under Subrecipient's control that was acquired or improved in whole or in part with CDBG-DR funds (including CDBG-DR funds provided to subrecipient in the form of a loan) in excess of \$25,000 must either:
 1. Be used to meet a national objective until five years after expiration or termination of this Agreement, unless otherwise agreed upon by the Parties, or except as otherwise set forth herein; or
 2. If not used to meet a national objective, Subrecipient shall pay to Commerce an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG-DR funds for the acquisition or improvement of the property for five years after expiration or termination of this Agreement.
- (g) The rights and remedies under this clause are in addition to any other rights or remedies provided by law or under this Agreement.

(16) Notice and Contact.

(a) All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery, first class or certified mail with return receipt requested, email with confirmation of receipt of email from Subrecipient, to the representative identified below at the address set forth below or said notification attached to the original of this Agreement.

(b) The name and address of Commerce’s Primary Grant Manager for this Agreement is:

Andrew Sajecki
107 E Madison Street
Tallahassee, FL 32399
850-921-3250
Andrew.Sajecki@commerce.fl.gov

(c) The name and address of the Local Government Project Contact for this Agreement is:

Bobby Crosby; Grant Manager
209 SE 1st Street
Trenton, FL 32693
352-463-3198
bcrosby@gilchrist.fl.us

(d) If 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 to this Agreement. Such change shall not require a formal amendment of the Agreement.

(17) Contracts.

If Subrecipient contracts any of the work required under this Agreement, a copy of the proposed contract and any proposed amendments, extensions, revisions or other changes thereto, must be forwarded to the Commerce grant manager prior to execution of the contract or amendment. For each contract, Subrecipient shall report to Commerce as to whether that contractor or any subcontractors hired by the contractor, is a minority business enterprise, as defined in Section 288.703, F.S. Subrecipient shall comply with the procurement standards in 2 CFR §200.318 - §200.327 and §200.330 when procuring property and services under this Agreement (refer to Attachments D & E).

Subrecipient shall include the following terms and conditions in any contract pertaining to the work required under this Agreement:

- (a) the period of performance or date of completion;
- (b) the performance requirements;
- (c) that the contractor is bound by the terms of this Agreement;
- (d) that the contractor is bound by all applicable State and Federal laws, rules, and regulations;
- (e) that the contractor shall hold Commerce and Subrecipient harmless against all claims of whatever nature arising out of the contractor’s performance of work under this Agreement;
- (f) the obligation of Subrecipient to document in Subrecipient’s reports the contractor’s progress in performing its work under this Agreement;
- (g) the requirements of 2 CFR Appendix II to Part 200 – Contract Provision for Non-Federal Entity Contract Under Federal Awards – (refer to Attachment I).

Subrecipient must comply with CDBG regulations regarding debarred or suspended entities (24 CFR 570.489(l)), pursuant to which CDBG funds must not be provided to excluded or disqualified persons and provisions addressing bid, payment, performance bonds, if applicable, and liquidated damages.

Subrecipient shall maintain oversight of all activities performed under this Agreement and shall ensure that its contractors perform according to the terms and conditions of the procured contracts or agreements and the terms and conditions of this Agreement.

(18) Terms and Conditions.

This Agreement contains all the terms and conditions agreed upon by the Parties. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement; and this Agreement supersedes all previous understandings. No waiver by Commerce may be effective unless made in writing by an authorized Commerce official.

(19) Attachments.

- (a) If any inconsistencies or conflict between the language of this Agreement and the attachments arise, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.
- (b) This Agreement contains the following attachments:
 - Attachment A – Scope of Work
 - Attachment B – Project Budget (Example)
 - Attachment C – Activity Work Plan (Example)
 - Attachment D – Program and Special Conditions
 - Attachment E – State and Federal Statutes, Regulations and Policies
 - Attachment F – Civil Rights Compliance
 - Attachment G – Reports
 - Attachment H – Warranties and Representations
 - Attachment I – Audit Requirements
 - Exhibit 1 to Attachment I – Funding Sources
 - Attachment J – Audit Compliance Certification
 - Attachment K – SERA Access Authorization Form
 - Attachment L – 2 CFR Appendix II to Part 200
 - Attachment M – Subrogation Agreement

(20) Funding/Consideration.

- (a) The funding for this Agreement shall not exceed ***One Million, Two Hundred Ninety-Eight Thousand, Six Hundred Thirty-Four Dollars and Zero Cents (\$1,298,634.00)***, subject to the availability of funds. The State of Florida and Commerce's performance and obligation to pay under this Agreement is contingent upon annual appropriations by the Legislature and subject to any modification in accordance with Chapter 216, F.S. or the Florida Constitution.
- (b) Commerce will provide funds to Subrecipient by issuing a Notice of Subgrant Award/Fund Availability ("NFA") through Commerce's financial management information system. Each NFA may contain specific terms, conditions, assurances, restrictions or other instructions applicable to the funds provided by the NFA. By accepting funds made available through an NFA, Subrecipient agrees to comply with all terms, conditions, assurances, restrictions or other instructions listed in the NFA.

- (c) By execution of this Agreement, Subrecipient certifies that necessary written administrative procedures, processes and fiscal controls are in place for the operation of its CDBG-DR program for which Subrecipient receives funding from Commerce. These written administrative procedures, processes and fiscal controls must, at minimum, comply with applicable state and federal law, rules, regulations, guidance and the terms of this Agreement. Subrecipient agrees to comply with all the terms and conditions of Attachment D, Program and Special Conditions.
- (d) Subrecipient shall expend funds only for allowable costs and eligible activities, in accordance with the Scope of Work.
- (e) Subrecipient shall request all funds in the manner prescribed by Commerce. The authorized signatory for Subrecipient set forth on the SERA Access Authorization Form, Attachment K, to this Agreement, must approve the submission of each Request for Funds (“RFF”) on behalf of Subrecipient.
- (f) Except as set forth herein, or unless otherwise authorized in writing by Commerce, costs incurred for eligible activities or allowable costs prior to the effective date of this Agreement are ineligible for funding with CDBG-DR funds.
- (g) 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 Budget, the Florida Legislature, the State Chief Financial Officer or under Subparagraph (22), Mandated Conditions of this Agreement, all obligations on the part of Commerce to make any further payment of funds will terminate and Subrecipient shall submit its administrative closeout report and subgrant agreement closeout package as directed by Commerce within thirty (30) calendar days from receipt of notice from Commerce.
- (h) Subrecipient is ultimately responsible for the administration of this Agreement, including monitoring and oversight of any person or entity retained or hired by Subrecipient.
- (i) All expenditures under this Agreement shall be made in accordance with this Agreement and any applicable state or federal statutes, rules, or regulations.
- (j) Funding for this Agreement is appropriated under Public Law 118-158, Division I, the “The Disaster Relief Supplemental Appropriations Act, 2025” for the purpose of assisting in long-term recovery from major disasters that occurred in 2023 and 2024 in accordance with the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. 5121 et seq., (the “Stafford Act”).
- (k) CDBG-DR funds, appropriated and identified by Public Law, are governed by one or more Federal Register notices that contain requirements, applicable waivers, and alternative requirements that apply to the use of these funds.

(21) Repayments.

- (a) Subrecipient shall only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period. Subrecipient shall ensure that its contractors, subcontractors and consultants only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period.
- (b) In accordance with Section 215.971, F.S., Subrecipient shall refund to Commerce any unobligated funds which have been advanced or paid.
- (c) Subrecipient shall refund to Commerce any funds paid in excess of the amount to which Subrecipient or its contractors, subcontractors or consultants are entitled under the terms and conditions of this Agreement.
- (d) Subrecipient shall refund to Commerce any funds received for an activity if the activity does not meet one of the three National Objectives listed in 24 CFR § 570.483(b), (c), and (d); provided, however, Subrecipient is not required to repay funds for subgrant administration unless Commerce, in its sole discretion, determines Subrecipient is at fault for the ineligibility of the activity in question.
- (e) Subrecipient shall refund to Commerce any funds not spent in accordance with the conditions of this Agreement or applicable law. Such reimbursement shall be sent to Commerce, by Subrecipient, within thirty (30) calendar days from Subrecipient’s receipt of notification of such non-compliance.

- (f) In accordance with Section 215.34(2), F.S., if a check or other draft is returned to Commerce for collection, Subrecipient shall pay to Commerce a service fee of \$15.00 or five percent of the face amount of the returned check or draft, whichever is greater. All refunds or repayments to be made to Commerce under this Agreement are to be made payable to the order of "Department of Commerce" and mailed directly to Commerce at the following address:

Department of Commerce
Community Development Block Grant Programs Cashier
107 East Madison Street – MSC 420
Tallahassee, Florida 32399-6508

(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 Subrecipient in this Agreement, in any later submission or response to a Commerce request or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations and materials are incorporated herein by reference.
- (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. The Parties explicitly waive any right to jury trial.
- (c) If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then that provision shall be null and void only to the extent of the conflict or unenforceability, and that provision shall be severable from and shall not invalidate any other provision of this Agreement.
- (d) Any power of approval or disapproval granted to Commerce under the terms of this Agreement shall survive the term of this Agreement.
- (e) This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.
- (f) Subrecipient shall comply with all applicable local, state and federal laws, including the Americans With Disabilities Act of 1990, as amended (P.L. 101-336, 42 U.S.C. § 12101 *et seq.*); the Florida Civil Rights Act, as amended, Chapter 760, Florida Statutes; Title VII of the Civil Rights Act of 1964, as amended; (P.L. 101-336, 42 U.S.C. § 12101 *et seq.*) and laws which prohibit discrimination by public and private entities on in employment, public accommodations, transportation, state and local government services and telecommunications.
- (g) Pursuant to Section 287.133(2)(a), F.S., a person or affiliate, as defined in Section 287.133(1), F.S., who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies 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 any public entity; and may not transact business with any public entity in excess of thirty-five thousand dollars (\$35,000) for a period of thirty-six (36) months following the date of being placed on the convicted vendor list. By executing this Agreement, Subrecipient represents and warrants that neither it nor any of its affiliates is currently on the convicted vendor list. Subrecipient shall disclose if it or any of its affiliates is placed on the convicted vendor list.
- (h) Pursuant to Section 287.134(2)(a), F.S., an entity or affiliate, as defined in Section 287.134(1), who has been placed on the discriminatory vendor list may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies 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 any public entity; and may not transact business with any public entity. By executing this Agreement, Subrecipient represents

- and warrants that neither it nor any of its affiliates is currently on the discriminatory vendor list. Subrecipient shall disclose if it or any of its affiliates is placed on the discriminatory vendor list.
- (i) All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
 - (j) In the event travel is pre-approved by Commerce, any bills for travel expenses shall be submitted and reimbursed in accordance with Section 112.061, F.S., the rules promulgated thereunder and 2 CFR § 200.474.
 - (k) If Subrecipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to Commerce or be applied against Commerce's obligation to pay the Agreement award amount.
 - (l) Subrecipient hereby acknowledges that Subrecipient is subject to Florida's Government in the Sunshine Law (Section 286.011, F.S.) with respect to the meetings of Subrecipient's governing board or the meetings of any subcommittee making recommendations to the governing board. Subrecipient hereby agrees that all such aforementioned meetings shall be publicly noticed, open to the public and the minutes of all the meetings shall be public records made available to the public in accordance with Chapter 119, F.S.
 - (m) Subrecipient shall comply with section 519 of P. L. 101-144, the Department of Veterans Affairs and Housing and Urban Development, and Independent Agencies Appropriations Act, 1990; and section 906 of P.L. 101-625, the Cranston-Gonzalez National Affordable Housing Act, 1990, by having, or adopting within ninety (90) days of execution of this Agreement, and enforcing, the following:
 - 1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
 - 2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.
 - (n) Upon expiration or termination of this Agreement, Subrecipient shall transfer to Commerce any CDBG-DR funds remaining at the time of expiration or termination, and any accounts receivable attributable to the use of CDBG-DR funds.

(23) Lobbying Prohibition.

- (a) No funds or other resources received from Commerce 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.
- (b) Subrecipient certifies, by its signature to this Agreement, that:
 - 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of Subrecipient, 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;
 - 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, Subrecipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
 - 3. Subrecipient shall require that 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 as described in this Agreement. 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 31 U.S.C. § 1352. Any person who fails to file the required certification shall be

subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.

(24) Copyright, Patent and Trademark.

Any and all patent rights accruing under or in connection with the performance of this Agreement are hereby reserved to the State of Florida. Any and all copyrights accruing under or in connection with the performance of this Agreement are hereby transferred by Subrecipient to the State of Florida.

- (a) If Subrecipient has a pre-existing patent or copyright, Subrecipient shall retain all rights and entitlements to that pre-existing patent or copyright unless this Agreement expressly 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, Subrecipient shall refer the discovery or invention to Commerce 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, Subrecipient shall notify Commerce. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by Subrecipient to the State of Florida.
- (c) Within thirty (30) calendar days of execution of this Agreement, Subrecipient shall disclose all intellectual properties relating to the performance of this Agreement which give rise to a patent or copyright. Subrecipient shall retain all rights and entitlements to any pre-existing intellectual property which is so disclosed. Failure to disclose will indicate that no such property exists, and Commerce shall have the right to all patents and copyrights which accrue during performance of the Agreement.

(25) Legal Authorization.

- (a) Subrecipient 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. Subrecipient certifies that the undersigned person has the authority to legally execute and bind Subrecipient to the terms of this Agreement. Commerce may, at its discretion, request documentation evidencing the undersigned has authority to bind Subrecipient to this Agreement as of the date of execution; any such documentation is incorporated herein by reference.
- (b) Prior to the execution of this Agreement Subrecipient warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, investigation or any other legal or financial condition that would in any way prohibit, restrain or diminish Subrecipient's ability to satisfy its obligations. Subrecipient shall immediately notify Commerce in writing if its ability to perform is compromised in any manner during the term of the Agreement.

(26) Public Record Responsibilities.

- (a) In addition to Subrecipient's responsibility to directly respond to each request it receives for records, in conjunction with this Agreement and to provide the applicable public records in response to such request, Subrecipient shall notify Commerce of the receipt and content of all such requests by sending an email to PRRequest@Commerce.fl.gov within one (1) business day from receipt of the request.
- (b) Subrecipient shall keep and maintain public records required by Commerce to perform Subrecipient's responsibilities hereunder. Subrecipient shall, upon request from Commerce's custodian of public records, provide Commerce 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 by Chapter 119, F.S., or as otherwise provided by law. Subrecipient shall allow public access to all documents, papers, letters or other materials made or received by Subrecipient in conjunction with this Agreement, unless the records are exempt from Article I, Section 24(a) of the Florida Constitution and Section 119.07(1), F.S. For records made or received by Subrecipient in conjunction with this Agreement, Subrecipient shall respond

- to requests to inspect or copy such records in accordance with Chapter 119, F.S. For all such requests for records that are public records, as public records are defined in Section 119.011, F.S., Subrecipient shall be responsible for providing such public records per the cost structure provided in Chapter 119, F.S., and in accordance with all other requirements of Chapter 119, F.S., or as otherwise provided by law.
- (c) This Agreement may be terminated by Commerce for refusal by Subrecipient to comply with Florida's public records laws or to allow public access to any public record made or received by Subrecipient in conjunction with this Agreement.
 - (d) If, for purposes of this Agreement, Subrecipient is a "contractor" as defined in Section 119.0701(1)(a), F.S. ("Subrecipient-contractor"), Subrecipient-contractor shall transfer to Commerce, at no cost to Commerce, all public records upon completion including termination, of this Agreement or keep and maintain public records required by Commerce to perform the service. If Subrecipient-contractor transfers all public records to the public agency upon completion of the Agreement, Subrecipient-contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Subrecipient-contractor keeps and maintains public records upon completion of the Agreement, Subrecipient-contractor shall meet all applicable requirements for retaining public records in accordance with Chapters 119 and 257, F.S. All records stored electronically must be provided to Commerce, upon request from Commerce's custodian of public records, in a format that is compatible with the information technology systems of Commerce.
 - (e) If Commerce does not possess a record requested through a public records request, Commerce shall notify Subrecipient-contractor of the request as soon as practicable, and Subrecipient-contractor must provide the records to Commerce or allow the records to be inspected or copied within a reasonable time, but in all cases within fourteen (14) business days. If Subrecipient-contractor does not comply with Commerce's request for records, Commerce shall enforce the provisions set forth in this Agreement. Subrecipient-contractor who fails to provide public records to Commerce within a reasonable time may be subject to penalties under Section 119.10, F.S.
 - (f) Subrecipient shall notify Commerce verbally within twenty-four (24) hours and in writing within seventy-two (72) hours if any data in Subrecipient's possession related to this Agreement is subpoenaed or improperly used, copied or removed (except in the ordinary course of business) by anyone except an authorized representative of Commerce. Subrecipient shall cooperate with Commerce, in taking all steps as Commerce deems advisable, to prevent misuse, regain possession or otherwise protect the State's rights and the data subject's privacy.
 - (g) Subrecipient acknowledges that Commerce is subject to the provisions of Chapter 119, F.S., relating to public records and that reports, invoices and other documents Subrecipient submits to Commerce under this Agreement constitute public records under Florida Statutes. Subrecipient shall cooperate with Commerce regarding Commerce's efforts to comply with the requirements of Chapter 119, F.S.
 - (h) If Subrecipient submits records to Commerce that are confidential and exempt from public disclosure as trade secrets or proprietary confidential business information, such records should be identified as such by Subrecipient prior to submittal to Commerce. Failure to identify the legal basis for each exemption from the requirements of Chapter 119, F.S., prior to submittal of the record to Commerce serves as Subrecipient's waiver of a claim of exemption. Subrecipient shall ensure 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 Subrecipient-contractor does not transfer the records to Commerce upon completion, including termination, of this Agreement.
 - (i) **IF SUBRECIPIENT-CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBRECIPIENT-CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at 850-245-7140,**

via email at PRRequest@Commerce.fl.gov, or by mail at Department of Commerce, Public Records Coordinator, 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399-4128.

- (j) To the extent allowable by law, Subrecipient shall be fully liable for the actions of its agents, employees, partners, contractors and subcontractors and shall fully indemnify, defend, and hold harmless the State and Commerce, and their officers, agents and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to public record requests or public record law violation(s), alleged to be caused in whole or in part by Subrecipient, its agents, employees, partners, contractors or subcontractors, provided, however, that Subrecipient does not indemnify for that portion of any costs or damages proximately caused by the negligent act or omission of the State or Commerce. Commerce, in its sole discretion, has the right, but not the obligation, to enforce this indemnification provision.
- (k) Commerce does not endorse any Subrecipient, commodity, or service. Subject to Chapter 119, F.S., Subrecipient shall not publicly disseminate any information concerning this Agreement without prior written approval from Commerce, including, but not limited to, mentioning this Agreement in a press release or other promotional material, identifying Commerce or the State as a reference, or otherwise linking Subrecipient's name and either a description of the Agreement or the name of Commerce or the State in any material published, either in print or electronically, to any other entity that is not a Party to this Agreement, except potential or actual employees, agents, representatives or subcontractors with the professional skills necessary to perform the work services required by the Agreement.
- (l) Subrecipient shall comply with the requirements set forth in Section 119.0701, F.S., when entering into any public agency contract for services after the Effective Date of this Agreement. Subrecipient shall amend each of Subrecipient's public agency contracts for services already in effect as of the Effective Date of this Agreement and which contract will or may be funded in whole or in part with any public funds. Commerce may terminate this Agreement if Subrecipient does not comply with this provision.

(27) Employment Eligibility Verification.

- (a) E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at: <https://www.e-verify.gov/>.
- (b) Section 448.095, F.S., requires the following:
 - 1. Every public agency and its contractors and subcontractors shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.
 - 2. An employer shall verify each new employee's employment eligibility within three (3) business days after the first day that the new employee begins working for pay as required under 8 C.F.R. 274a. Beginning July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee's employment eligibility.
- (c) If an entity does not use E-Verify, the entity shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the effective date of this Agreement.

(28) Program Income.

- (a) Subrecipient shall report to Commerce all program income (as defined at 24 CFR § 570.500(a) or in the Federal Register Guidance governing the CDBG-DR funds) generated by activities carried out with CDBG-DR funds made available under this Agreement as part of Subrecipient's Quarterly Progress Report. Subrecipient shall use program income in accordance with the applicable requirements of 2 CFR part 200, 24 CFR part 570.504, and the terms of this Agreement.

- (b) Program income generated after closeout shall be returned to Commerce. Program income generated prior to closeout shall be returned to Commerce unless the program income is used to fund additional units of CDBG-DR activities, specified in a modification to this Agreement and duly executed prior to administrative closeout.

(29) National Objectives.

All activities funded with CDBG-DR funds must meet the criteria for one of the CDBG program's National Objectives. Subrecipient certifies that the activities carried out under this Agreement shall meet the following national objectives and satisfy the following criteria:

- (a) Benefit to low- and moderate- income persons;
- (b) Aid in prevention or elimination of slums or blight; and
- (c) Meet a need having particular urgency (referred to as urgent need).

(30) Independent Contractor.

- (a) In Subrecipient's performance of its duties and responsibilities under this Agreement, it is mutually understood and agreed that Subrecipient is at all times acting and performing as an independent contractor. Nothing in this Agreement is intended to or shall be deemed to constitute an employer/employee relationship, partnership or joint venture between the Parties. Subrecipient shall at all times remain an independent contractor with respect to the services to be performed under this Agreement. Nothing in this Agreement shall be construed to create any agency or employment relationship between Commerce, Subrecipient, its employees, subcontractors or agents. Neither Party shall have any right, power or authority to assume, create or incur any expense, liability or obligation, express or implied, on behalf of the other.
- (b) Subrecipient, its officers, agents, employees, subcontractors or assignees, in performance of this Agreement shall act in the capacity of an independent contractor and not as an officer, employee, agent, joint venturer, or partner of the State of Florida.
- (c) Subrecipient shall have sole right to control the manner, method and means by which the services required by this Agreement are performed. Commerce shall not be responsible to hire, supervise or pay Subrecipient's employees. Neither Subrecipient, nor its officers, agents, employees, subcontractors or assignees are entitled to State retirement or State leave benefits, or to any other compensation of State employment as a result of performing the duties and obligations of this Agreement.
- (d) Subrecipient agrees to take such actions as may be necessary to ensure that each subcontractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, employee, servant, joint venturer or partner of the State of Florida.
- (e) Unless justified by Subrecipient, and agreed to by Commerce in the Scope of Work, Commerce will not furnish services of support (*e.g.*, office space, office supplies, telephone service, secretarial or clerical support) to Subrecipient or its subcontractor or assignee.
- (f) Commerce shall not be responsible for withholding taxes with respect to Subrecipient's use of funds under this Agreement. Subrecipient shall have no claim against Commerce for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, reemployment assistance benefits or employee benefits of any kind. Subrecipient shall ensure that its employees, subcontractors and other agents, receive benefits and necessary insurance (health, workers' compensation, reemployment assistance benefits) from an employer other than the State of Florida.
- (g) Subrecipient, at all times during the Agreement, must comply with the reporting and Reemployment Assistance contribution payment requirements of Chapter 443, F.S.
- (h) Commerce shall not be responsible for providing any training to Subrecipient, its employees, assigns, agents, representatives or subcontractors in the professional skills necessary to perform the work services required by this Agreement; Commerce may provide training in the form of an Implementation Workshop in keeping with implementation

(31) Waste, Fraud, Abuse, and Whistleblower Protections.

- (a) In accordance with 2 CFR 200.113, Commerce and Subrecipient of CDBG-DR must promptly inform in writing the Office of Inspector General (OIG) and HUD when it has credible evidence of violations of Federal criminal law involving fraud, bribery, or gratuities or a violation of the civil False Claims Act that could potentially affect the Federal award at <https://www.hudoig.gov/hotline/report-fraud> (a subrecipient of CDBG-DR must also inform the CDBG-DR grantee that awarded it funding). All other instances of fraud, waste, and abuse should be referred to the HUD OIG Fraud Hotline (phone: 1-800-347-3735 or email: hotline@hudoig.gov).
- (b) Commerce and Subrecipient must comply with 41 U.S.C. § 4712, which includes informing your employees in writing of their rights and remedies, in the predominant native language of the workforce. Under 41 U.S.C. § 4712, employees of a government contractor, subcontractor, grantee, and subgrantee—as well as a personal services contractor—who make a protected disclosure about a Federal grant or contract cannot be discharged, demoted, or otherwise discriminated against as long as they reasonably believe the information they disclose is evidence of: (1) Gross mismanagement of a Federal contract or grant; (2) Waste of Federal funds; (3) Abuse of authority relating to a Federal contract or grant; (4) Substantial and specific danger to public health and safety; or (5) Violations of law, rule, or regulation related to a Federal contract or grant.

(32) Contracting With Entities Of Foreign Countries Of Concern Prohibited

If applicable, and in accordance with section 287.138, F.S., a contract between a governmental entity and an entity which would give access to an individual's personal identifying information which is executed, extended, or renewed on or after the dates provided in section 287.138(4), F.S., must include an attestation by the entity on Form PUR 1355, "Foreign Country of Concern Attestation Form," which is incorporated herein by reference.

If applicable, Subrecipient must provide Commerce with a signed Foreign Country of Concern Attestation Form pursuant to section 287.138(4), F.S., and rule 60A-1.020, F.A.C.

(33) Foreign Influence

In accordance with section 286.101, F.S., if this Agreement has a value of \$100,000 or more, Subrecipient shall disclose to Commerce any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern if such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years. The disclosure requirements are more fully defined within the statute. Subrecipient represents that it is, and for the duration of this Agreement will remain, in compliance with section 286.101, F.S.

(34) Human Trafficking

If applicable, and in accordance with section 787.06, F.S., when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in that statute.

If applicable, Subrecipient must provide Commerce with an affidavit signed by an officer or a representative of Subrecipient under penalty of perjury attesting that Subrecipient does not use coercion for labor or services as defined in section 787.06, F.S.

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**State of Florida
Department of Commerce
Federally Funded Subrecipient Agreement
Signature Page**

IN WITNESS THEREOF, and in consideration of the mutual covenants set forth above and in the attachments and exhibits hereto, the Parties executed this Agreement by their duly authorized undersigned officials.

**GILCHRIST COUNTY BOARD OF
COUNTY COMMISSIONERS**

**FLORIDA DEPARTMENT OF
COMMERCE**

By _____
Signature
Darrel Smith

By _____
Signature
J. Alex Kelly

Title _____
Chair

Title _____
Secretary

Date _____

Date _____

**Federal
Tax ID #** _____
59-6000622

UEI # _____
KM3FSANT3G4

Approved as to form and legal sufficiency, subject only to full and proper execution by the Parties.

**OFFICE OF GENERAL COUNSEL
FLORIDA DEPARTMENT OF COMMERCE**

By: _____

Approved Date: _____

Attachment A – Scope of Work

1. PROGRAM DESCRIPTION:

Hurricane Idalia (Category 4, August 2023), Hurricane Debby (Category 1, August 2024), Hurricane Helene (Category 4, September 2024) and Hurricane Milton (Category 5, October 2024) devastated the state of Florida. Each of these storms made landfall on Florida's Gulf Coast, bringing strong winds, heavy rainfall and severe flooding to many parts of the state. The North Florida Tornadoes (May 2024) brought severe weather, including at least 4 tornadoes, to the Big Bend area.

On January 16, 2025, the U.S. Department of Housing and Urban Development (HUD) announced that the State of Florida will receive \$925,394,000 in funding to support long-term recovery efforts following the impacts of severe weather events in 2023 and 2024 through the Florida Department of Commerce's ("FloridaCommerce") Office of Long-Term Resiliency (OLTR). Community Development Block Grant Disaster Recovery (CDBG-DR) funding is designed to address needs that remain after all other assistance has been exhausted.

FloridaCommerce's Rebuild Florida Infrastructure Repair Program has been allocated \$400 million to fund infrastructure restoration and improvement projects in communities impacted by the 2023 and 2024 Storms.

Eligible activities within this program may include, but are not limited to the following:

- Restoration or improvements of infrastructure damaged by a qualifying 2023 and/or 2024 storm (such as water and sewer facilities, streets, removal of debris, drainage, bridges, etc.).
- Demolition and rehabilitation of publicly- or privately-owned commercial or industrial buildings.
- Renourishment of protective coastal dunes systems and state beaches.
- Repairs to damaged buildings that are essential to the health, safety and welfare of a community when repairs to these buildings constitute an urgent need (this may include police stations, fire stations, parks and recreational centers, community and senior centers, hospitals, clinics, homeless shelters, schools and educational facilities and other public properties, including properties serving as emergency shelters).
- Communications infrastructure
- Repairs to water lines and systems, sewer lines and systems, drainage and flood mitigation systems. Natural or green infrastructure.

2. PROJECT DESCRIPTION:

Gilchrist County Board of County Commissioners has been awarded CDBG-DR funding for the Culvert Installation Project to construct critical drainage and implement roadway improvements at flood-prone locations along NW 70th Way, SW 86th Way, and SW 25th Street. The project will address documented storm damage and reduce future flood risk by replacing undersized corrugated metal pipes with reinforced concrete box culverts and reinforced concrete pipe, elevating roadway segments in low-lying areas, improving associated drainage and roadways necessary to restore access, and enhancing resilience against future disaster events.

- a) The Culvert Installation project will be completed through a partnership with contracted engineers, construction firms, and county staff. The county will competitively procure the following services to include engineering services and construction contractor(s).
- b) Construction will begin upon the completion of the project's final design, environmental review clearance which includes the receipt of the Project's Authority to Use Grant Funds, and construction procurement process.
- c) This project meets the Low- and Moderate-Income (LMI) Area Benefit National Objective with an LMA percentage of 53.30%. Upon completion, improved roadways and drainage systems will provide enhanced stormwater conveyance, increased public safety, reliable access for residents and emergency responders in the project areas, and strengthened resilience to future disasters.

There are no leveraged funds committed to this project.

SUBRECIPIENT RESPONSIBILITIES:

- A. Complete and submit the following items to Commerce within forty-five (45) calendar days of execution of the agreement:
 - 1) Organizational Chart with contact information; If staffing changes, there must be an updated Organizational Chart submitted with the monthly report.
 - 2) Attachment B, Project Budget – Develop and submit to Commerce a detailed budget for implementation of the project.
 - 3) Attachment C, Activity Work Plan - Develop and submit to Commerce a detailed timeline for implementation consistent with the milestones outlined in the Infrastructure Program Guidelines.

An updated signed and dated Attachment B and Attachment C should be sent in with each monthly report. Any changes to the project timeline or budget must be approved by the Grant Manager for FloridaCommerce.
- B. Develop and submit a copy of the following policies and procedures to the Commerce Grant Manager within forty-five (45) calendar days of Agreement execution. Please have a copy of the policies available for future HUD and/or Commerce monitoring visits.
 - 1) Procurement policies and procedures that incorporate 2 CFR Part 200.318-327.
 - 2) Administrative financial management policies, which must comply with all applicable HUD CDBG-DR and State of Florida rules.
 - 3) Quality assurance and quality control system policies and procedures that comply with all applicable HUD CDBG-DR and Commerce policies.
 - 4) Policies and procedures to detect and prevent fraud, waste and abuse that describe how the subrecipient will verify the accuracy of monitoring policy indicating how and why monitoring is conducted, the frequency of monitoring policy, and which items will be monitored, and procedures for referring instances of fraud, waste and abuse to HUD OIG Fraud Hotline (phone: 1-800-347-3735 or email hotline@hudoig.gov).
 - 5) Policies and procedures for the requirements under 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Award.
- C. Attend fraud related training offered by HUD OIG to assist in the proper management of the CDBG-DR grant funds when available.
- D. Upload required documents into a system of record provided by Commerce.

- E. Maintain organized subrecipient agreement files and make them accessible to Commerce or its representatives upon request.
- F. The subrecipient should maintain a separate public webpage dedicated to its CDBG-DR funded activities. The webpage should allow the general public to see how all grant funds are used and administered. The public website must provide meaningful access in compliance with Section 504, Title II of the ADA, and Title VI. The website must include copies of all relevant procurement documents for all contracts, as defined in 2 CFR 200.1, that will be paid with CDBG-DR funds; and a summary including the description and status of services or goods currently being procured (e.g., phase of the procurement, requirements for proposals, etc.). Contracts and procurement actions that do not exceed the micro-purchase threshold, as defined in 2 CFR 200.1, are not required to be posted.
- G. Comply with all terms and conditions of the subrecipient agreement, Infrastructure Program Guidelines, Action Plans, Action Plan amendments, and Federal, State, and local laws.
- H. Subrecipient must comply with procurement standards in 2 CFR Part 200.318-327. Provide copies of all proposed procurement solicitations to Commerce ten (10) business days prior to posting as detailed in Attachment D of the Subrecipient Agreement. The solicitation document will be reviewed by the Commerce Grant Manager to ensure it meets the procurement standards listed in 2 CFR 200.318-327. Should the procurement documents require revisions based on state or federal requirements, Subrecipient will be required to postpone procurement and submit revised documents for review and approval.
- I. The Subrecipient shall provide photographs of construction projects to document progress with quarterly reports or when requested by Commerce.
- J. Submit final invoice to Commerce within 45 days of the completion of the project.
- K. Submit closeout packet to Commerce within 45 days of submitting the final invoice.

4. ELIGIBLE TASKS:

A. Deliverable No. 1 – Project Implementation

Tasks that are eligible for reimbursement are as follows:

- 1) Environmental review administrative activities (Environmental Exemption, Public Notice Publication(s), etc.).
- 2) Developed, adopted, and submitted required policies listed in this agreement.
- 3) Prepared procurement documents.
- 4) Prepared list of minority and women business enterprise (MBE/WBE) firms.
- 5) Prepared and submitted public notices for publications.
- 6) Maintained financial records related to project activities.
- 7) Conducted a Fair Housing activity.
- 8) Attended a pre-bid conference, bid opening, or preconstruction meeting.
- 9) Maintained project files.
- 10) Attended meetings and provided progress reports on project activities.
- 11) Prepared documentation for and/or participated in monitoring and/or site visits conducted by Commerce.
- 12) Prepared and submitted financial activity to Commerce.
- 13) Prepared and submitted detailed monthly and quarterly reports to Commerce.
- 14) Prepared and submitted Section 3 reports to Commerce (in compliance with Section 3 of the HUD Act of 1968).
- 15) Responded to citizens' complaints.
- 16) Prepared and submitted agreement modification document for Commerce review and approval.

- 17) Prepared and submitted responses to monitoring findings and concerns to Commerce or HUD.
- 18) Project Closeout, Engineer's Certification of Completion, Grant Closeout Package completed and submitted to Commerce.

B. Deliverable No. 2 – Engineering Services

Tasks that are eligible for reimbursement are as follows:

- 1) Create a full design package(s), signed and sealed by a Professional Engineer (PE) licensed in the State of Florida including engineering drawings, specifications, construction cost estimate, surveys, and any other reports, documents, or information relevant to this project that meet all local current hurricane code ratings, local codes and building codes.
- 2) Obtain copies of all permit applications, correspondence with permitting agencies, final permits, and any other permit-related documentation for the project.
- 3) Conduct an Environmental Review/Assessment in accordance with HUD and Commerce Policies and the National Environmental Policy Act referenced in Attachment D.4.b of this Agreement and carried out any mitigation measures required as a result of the Environmental Review findings.
- 4) Review contractor payrolls and interviewed employees to determine compliance with Davis-Bacon Act, the Contract Work Hours and Safety Standards Act, and the Copeland "Anti-Kickback" Act.

C. Deliverable No. 3 – Construction

Tasks that are eligible for reimbursement are as follows:

- 1) Mobilization, site preparation, and establishment of construction access at project locations along NW 70th Way, SW 86th Way, and SW 25th Street;
- 2) Clearing and grubbing of existing limestone roadways and work areas to prepare sites for drainage and roadway improvements;
- 3) Removal and replacement of undersized and deteriorated corrugated metal culverts with reinforced concrete box culverts and reinforced concrete pipe, including mitered end sections and associated appurtenances;
- 4) Elevation and reconstruction of roadway segments in low-lying and flood-prone areas, including embankment construction and placement of pavement base materials;
- 5) Installation of drainage infrastructure, including box culverts and round pipe culverts (18-inch, 24-inch, and 36-inch), turnout construction, and improvements to stormwater conveyance systems;
- 6) Implementation of erosion control and sedimentation measures, including temporary and permanent stabilization features, in accordance with approved plans and permits;
- 7) Installation of roadway safety features, including guardrails with end treatments, roadway signage, object markers, and mailbox replacement, as required;
- 8) Construction of associated site improvements, including final grading, sod, seed, mulch, and performance turf establishment to restore disturbed areas;
- 9) Execution of construction activities under an approved Maintenance of Traffic (MOT) plan to ensure public safety and access during construction;
- 10) Completion of all required inspections, testing, and acceptance activities to verify compliance with approved plans, specifications, and applicable federal, state, and local requirements;
- 11) Demobilization and site restoration upon completion of construction activities; and
- 12) Purchase of materials and equipment necessary to complete all construction activities listed above.

5. **DELIVERABLES:** Subrecipient agrees to provide the following services as specified:

Deliverable No. 1 – Project Implementation		
Tasks	Minimum Level of Service	Financial Consequences
Subrecipient shall provide project implementation activities as identified in Section 4.A of this Scope of Work.	Subrecipient may request reimbursement upon completion of a minimum of one (1) Project Implementation task on a per completed task basis as detailed in Section 4.A, Attachment A – Scope of Work; evidenced by invoice(s) noting completed tasks as well as payroll and other supporting documentation, as applicable.	Failure to complete the Minimum Level of Service as specified shall result in non-payment for this deliverable for each payment request.
Deliverable No. 1 Cost: \$51,000.00		
Deliverable No. 2 – Engineering Services		
Tasks	Minimum Level of Service	Financial Consequences
Subrecipient shall complete tasks as detailed in Section 4.B of this Scope of Work	Subrecipient may request reimbursement upon completion at twenty five percent (25%) design, fifty percent (50%) design, seventy five percent (75%) design, ninety percent (90%) design, and one hundred percent (100%) design in accordance with Section 4.B of this Scope of Work, evidenced by submittal of the following documentation: 1) Documentation from a Professional Engineer licensed in Florida to verify design percentage completed, if applicable. 2) Invoice package in accordance with Section 7 of this Scope of Work.	Failure to complete the Minimum Level of Service as specified shall result in non-payment for this deliverable for each payment request.
Deliverable No. 2 Cost: \$247,000.00.00		
Deliverable No. 3 – Construction		
Tasks	Minimum Level of Service	Financial Consequences
Subrecipient shall complete task as detailed in Section 4.C.1-11 of this Scope of Work	Subrecipient may request reimbursement upon completion of activities in accordance with Section 4.C.1-11 of this Scope of Work in the following increments: 5%, 10%, 15%, 20%, 25%, 30%, 35%, 40%, 45%, 50%, 55%, 60%, 65%, 70%,	Failure to complete the Minimum Level of Service as specified shall result in non-payment for this deliverable for each payment request.

	<p>75%, 80%, 85%, 90%, 95% and 100%, evidenced by submittal of the following documentation:</p> <ol style="list-style-type: none"> 1) AIA forms G702 and G703, or similar accepted Commerce form, completed by a licensed professional certifying to the percentage of project completion; 2) Photographs of project in progress and completed; and 3) Invoice package in accordance with Section 7 of this Scope of Work. 	
<p>Subrecipient shall complete task as detailed in Section 4.C.12 of this Scope of Work</p>	<p>Subrecipient may request reimbursement upon completion of activities in accordance with Section 4.C.12 of this Scope of Work, evidenced by submittal of the following documentation:</p> <ol style="list-style-type: none"> 1) Copies of supporting documentation for payment of material; and 2) Invoice package in accordance with Section 7 of this Scope of Work. 	<p>Failure to complete the Minimum Level of Service as specified shall result in non-payment for this deliverable for each payment request.</p>
<p>Deliverable No. 3 Cost: \$1,000,634.00</p>		
<p>TOTAL PROJECT COST NOT TO EXCEED \$1,298,634.00</p>		

COST SHIFTING: The deliverable amounts specified within the Deliverables Section 5 table above are established based on the Parties’ estimation of sufficient delivery of services fulfilling grant purposes under the Agreement in order to designate payment points during the Agreement Period; however, this is not intended to restrict Commerce’s ability to approve and reimburse allowable costs Subrecipient incurred providing the deliverables herein. Prior written approval from Commerce’s Grant Manager is required for changes to the above Deliverable amounts that do not exceed **25%** of each deliverable total funding amount. Changes that exceed **25%** of each deliverable total funding amount will require a formal written amendment request from Subrecipient, as described in **MODIFICATION** section of the Agreement. Regardless, in no event shall Commerce reimburse costs of more than the total amount of this Agreement.

6. COMMERCE RESPONSIBILITIES:

- A. Monitor the ongoing activities of Subrecipient to ensure all activities are being performed in accordance with the Agreement to the extent required by law or deemed necessary by Commerce in its discretion.
- B. Assign a Grant Manager as a point of contact for Subrecipient.
- C. Review Subrecipient’s invoices described herein and process them on a timely basis.
- D. Commerce shall monitor progress, review reports, conduct site visits as Commerce determines necessary at Commerce’s sole and absolute discretion, and process payments to Subrecipient.

7. INVOICE SUBMITTAL:

Commerce shall reimburse the Subrecipient in accordance with Section 5 of this Scope of Work. In accordance with the Funding Requirements of s. 215.971(1), F.S. and Section (20) of this Agreement, the Subrecipient and its subcontractors may only expend funding under this Agreement for allowable costs resulting from obligations incurred during this Agreement. To be eligible for reimbursement, costs must be in compliance with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures: (<https://myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>).

- A. Subrecipient is allowed to submit multiple invoices per month for services rendered during the applicable period of time as defined in the deliverable table. In any month no deliverable tasks have been completed, the subrecipient will provide notice that no invoicing will be submitted.
- B. The following documents shall be submitted with the itemized invoice:
 - 1) A cover letter signed by Subrecipient's Agreement Manager certifying that the costs being claimed in the invoice package: (1) are specifically for the project represented to the State in the budget appropriation; (2) are for one or more of the components as stated in Section 5, DELIVERABLES, of this SCOPE OF WORK; (3) have been paid or that professional services have been rendered in a rural community or rural area of opportunity as defined in section 288.0656(2), F.S.; and (4) were incurred during this Agreement.
 - 2) Subrecipient's invoices shall include the date, period in which work was performed, amount of reimbursement, and work completed to date.
 - 3) A copy of all supporting documentation for vendor and subcontractor payments.
 - 4) A copy of the bank statement that includes the cancelled check or evidence of electronic funds transfer. The State may require any other information from Subrecipient that the State deems necessary to verify that the services have been rendered under this Agreement.
- C. If the Subrecipient is a county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., the payment of submitted invoices may be issued for verified and eligible performance that has been completed in accordance with the terms and conditions set forth in this Agreement to the extent that federal or state law, rule, or other regulation allows such payments. Upon meeting either of the criteria set forth below, the Subrecipient may elect in writing to exercise this provision.
 - 1) A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., that demonstrates financial hardship; or
 - 2) A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., and which is located in a fiscally constrained county, as defined in section 218.67(1), F.S. If the Subrecipient meets the criteria set forth in this paragraph, then the Subrecipient is deemed to have demonstrated financial hardship.
- D. The Subrecipient's invoice and all documentation necessary to support payment requests must be submitted through Commerce's Subrecipient Enterprise Resource Application (SERA) System. Further instruction on SERA invoicing and reporting, along with a copy of the invoice template, will be provided upon execution of the agreement.

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Attachment B – Project Budget (Example)

Subrecipient	Gilchrist County BOCC	Project Title:	Culvert Installation at Various Locations	Project Budget:	
Contract Number:	MS037	Date Prepared:		Modification Number:	

Activity		Budget			
Activity	Description	CDBG-DR Amount	Other Funds	Source*	Total Funds
1. Project Implementation					
2. Engineering Services					
3. Construction					
4. Acquisition if applicable					
TOTALS					

*Show the sources and amounts of Other Funds needed to complete the project below, including local funds, grants from other agencies and program income.

Source of Other Funds	Amount
1.	
2.	
3.	
4.	

Attachment C – Activity Work Plan (Example)

Subrecipient Gilchrist County BOCC Project Title: Culvert Installation at Various Locations Project Budget: _____
 Contract Number: MS037 Date Prepared: _____ Modification Number: _____

Activity Start Date (month/year)	Activity End Date (month/year)	Describe Proposed Action to be Completed by the “End Date.” Please have the Action reflect an activity or task within the Subrecipient Grant Agreement under Section 4, Eligible Tasks within Attachment A – Scope of Work.	Estimated Leveraged Funds to be Expended per “Activity End Date”	Estimated Funds to be Requested per “Activity End Date”
		EXAMPLE: Deliverable 1 – Project Implementation		
		EXAMPLE: Deliverable 2 – Engineering - Create a full design package		
		EXAMPLE: Deliverable 3 – Construction		

Attachment D – Program and Special Conditions

1. Subrecipient shall demonstrate that progress is being made in completing project activities in a timely fashion pursuant to the activity work plan (Attachment C). If Subrecipient does not comply with the activity work plan schedule, a justification for the delay and a plan for timely accomplishment shall be submitted to Commerce within 21 calendar days of receiving Commerce's request for justification for the delay. Any project for which Subrecipient has not completed the activities listed in the Activity Work Plan may be rescinded unless Commerce agrees that Subrecipient has provided adequate justification for the delay.
2. Subrecipient shall maintain records of expenditure of funds from all sources that will allow accurate and ready comparison between the expenditures and the budget/activity line items as defined in the Project Budget (Attachment B) and Activity Work Plan (Attachment C).
3. Subrecipient shall provide Commerce review all professional services and construction contracts and/or agreements that will be reimbursed with CDBG-DR funds. Copies of the following procurement documents must be provided to Commerce for review:
 - a. Copy of the advertisement, including an affidavit of publication notifying public of upcoming solicitation.
 - b. Draft Solicitation including but not limited to Request for Proposals (RFP), Request for Qualifications (RFQ), or Invitation to Bids (ITB).
 - c. Draft Contract(s)/Agreement(s).
 - d. Executed Contract(s)/Agreement(s).

Commerce will review the procurement documents listed above and provide feedback to the Subrecipient to help ensure the procurement meets the State and Federal procurement guidelines. Subrecipient shall notify Commerce in writing no later than 90 calendar days from the effective date of this agreement if it will not be procuring any professional services or if it will be using non-CDBG-DR funds to pay for professional services.

4. Prior to the obligation or disbursement of any funds, except for administrative and engineer expenses, Subrecipient shall complete the following:
 - a. Submit for Commerce's review of the documentation required in paragraph 3 above for any professional services contract. Subrecipient proceeds at its own risk if more than the specified amount by Commerce is incurred before Commerce reviews the procurement. If - the procurement of a professional services contract is not compliant the local government will not be able to utilize CDBG-DR funds for that contract.
 - b. Comply with 24 CFR part 58, as well as Parts 35, 51, 55 and other federal environmental compliance requirements as appropriate. When Subrecipient has completed the environmental review process for any project that includes activities categorized as neither Exempt pursuant to § 58.34 nor categorically excluded pursuant to § 58.35(b), it shall submit a Request for Release of Funds and Certification. Commerce will issue an Authority to Use Grant Funds (form HUD-7015.16) when this condition has been fulfilled to the satisfaction of Commerce. If Commerce has not issued an Authority to use Grant Funds within 15 days of Subrecipient's submission of the required documentation, Commerce shall provide Subrecipient a written update regarding the status of the review process upon subrecipient request. **SUBRECIPIENT SHALL NOT CARRY OUT ANY CHOICE-LIMITING ACTIONS OR COMMIT HUD FUNDS OR NON-HUD FUNDS TO ACTIVITIES OTHER THAN THOSE PREVIOUSLY CERTIFIED AS EXEMPT IN ACCORDANCE WITH 24 CFR 58.34 OR CATEGORICALLY EXCLUDED IN ACCORDANCE WITH 24 CFR 58.35(b) BEFORE COMMERCE HAS ISSUED THE "AUTHORITY TO USE GRANT FUNDS."**

5. As directed by the Federal Register, the Subrecipient agrees to comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. §4601-465; hereinafter, the "URA"),

implementing regulations at 24 CFR part 42, 49 CFR part 24 and 24 CFR §570.606(b), the requirements of 24 CFR §42.325 – 42.350 governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the Housing and Community Development Act of 1974 (42 U.S.C. §5304(d)), and the requirements in 24 CFR §570.606(d), governing optional relocation assistance policies.

6. If Subrecipient undertakes any activity subject to the URA, Subrecipient shall document completion of the acquisition by submitting all documentation required for a desk monitoring of the acquisition, including a notice to property owners of his or her rights under the URA, an invitation to accompany the appraiser, all appraisals, offer to the owner, acceptance, contract for sale, statement of settlement costs, copy of deed, and waiver of rights (for donations), as applicable. The documentation shall be submitted prior to completing the acquisition (closing) so that Commerce can determine whether remedial action may be needed. Subrecipient shall provide relocation assistance to displaced persons, as defined by 24 CFR §570.606(b)(2), that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project.
7. Subrecipient shall timely submit completed forms for all prime and subcontractors as required by this Agreement, Commerce, HUD, and applicable, regulations and guidance laws, specifically including but not limited to:
 - a. Certification Regarding Debarment, Suspension, and Other Responsibility Matters (Primary Covered Transactions); Subrecipient must provide proof to Commerce Grant Manager that they have completed a department check of SAM.gov for all prime and subcontractors.
 - b. Section 3 Participation Report (Construction Prime Contractor);
 - c. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (Subcontractor), (if applicable); and
 - d. Section 3 Participation Report (Construction Subcontractor), (if applicable).
8. For each Request for Funds (RFF) that includes reimbursement of construction costs, Subrecipient shall provide a copy of the American Institute of Architects (AIA) form G702, Application and Certification for Payment, or a comparable form approved by Commerce, signed by the contractor and inspection engineer, and a copy of form G703, Continuation Sheet, or a comparable form approved by Commerce.
9. For each project, when Subrecipient issues a Notice to Proceed to the contractor(s), copies of the following documents shall be sent to Commerce:
 - a. Notice to Proceed;
 - b. The contractor’s performance bond (100 percent of the contract price); and
 - c. The contractor’s payment bond (100 percent of the contract price).
10. Subrecipient shall ensure that a deed restriction is recorded on any real property or facility, excluding easements, acquired with CDBG-DR funds. This restriction shall limit the use of that real property or facility to the use stated in the subgrant application and that title shall remain in the name of Subrecipient. Such deed restriction shall be made a part of the public records in the Clerk of Court of the county in which the real property is located. Any future disposition of that real property shall be in accordance with 24 CFR § 570.505. Any future change of use of real property shall be in accordance with 24 CFR § 570.489(j).
11. Subrecipient shall comply with the historic preservation requirements of the National Historic Preservation Act of 1966, as amended, the procedures set forth in 36 CFR part 800, and the Secretary of the Interior’s Standards for Rehabilitation, codified at 36 CFR 67, and Guidelines for Rehabilitating Historic Buildings.

12. Pursuant to section 102(b), Public Law 101-235, 42 U.S.C. §3545, Subrecipient shall update and submit Form HUD 2880 to Commerce within thirty (30) calendar days of Subrecipient's knowledge of changes in situations which would require that updates be prepared. Subrecipient must disclose:
 - a. All developers, contractors, consultants and engineers involved in the application or in the planning, development or implementation of the project or CDBG-DR-funded activity; and
 - b. Any person or entity that has a financial interest in the project or activity that exceeds \$50,000 or 10 percent of the grant, whichever is less.
13. If required, Subrecipient shall submit a final Form HUD 2880, to Commerce with Subrecipient's request for administrative closeout, and its absence or incompleteness shall be cause for rejection of the administrative closeout.
14. Conflicts of interest relating to procurement shall be addressed pursuant to 24 CFR §570.489(g). Title 24 CFR §570.489(h) shall apply in all conflicts of interest not governed by 24 CFR § 570.489(g), such as those relating to the acquisition or disposition of real property; CDBG-DR financial assistance to beneficiaries, businesses or other third parties; or any other financial interest, whether real or perceived. Additionally, Subrecipient agrees to comply with, and this Agreement is subject to, Chapter 112 F.S.
15. Any payment by Subrecipient using CDBG-DR funds for acquisition of any property, right-of-way, or easement that exceeds fair market value as determined through the appraisal process established in HUD Handbook 1378 shall be approved in writing by Commerce prior to distribution of the funds. Should the Recipient fail to obtain Commerce pre-approval, any portion of the cost of the acquisition exceeding Fair Market Value shall not be paid or reimbursed with CDBG-DR funds.
16. Subrecipient shall take photographs or video of all activity locations prior to initiating any construction. As the construction progresses, additional photography or videography shall document the ongoing improvements. Upon completion of construction, final documentation of the activity locations will be provided to Commerce with the administrative closeout package for this Agreement.
17. If an activity is designed by an engineer, architect or other licensed professional, it shall be certified upon completion by a licensed professional as meeting the specifications of the design, as may have been amended by change orders. The date of completion of construction shall be noted as part of the certification. This certification shall be accomplished prior to submission of an administrative closeout package and a copy of the certification shall be submitted with the administrative closeout package.

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Attachment E – State and Federal Statutes, Regulations, and Policies

The CDBG-DR funds available to Subrecipient through this agreement constitute a subaward of the Grantee's Federal award under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR part 200. This agreement includes terms and conditions of the Grantee's Federal award that are imposed on Subrecipient and Subrecipient agrees to carry out its obligations in compliance with all of the obligations described in this agreement.

Subrecipient agrees to, and, by signing this Agreement, certifies that, it will comply with all applicable provisions of the Housing and Community Development Act of 1974, as amended, and the regulations at 24 CFR part 570, as modified by the Federal Register notices that govern the use of CDBG-DR funds available under this agreement. These Federal Register notices include, but are not limited to, Federal Register (FN) notice 90 FR 4759 (Docket No. FR-6489-N-01) (January 16, 2025), and 90 FR 1754 (Docket No. FR-6489-N-01) (January 8, 2025) (hereinafter the "Universal Notice"). Notwithstanding the foregoing, the Subrecipient assumes responsibilities for environmental review, decision-making and action, described in 24 CFR part 58 including the decision making and determination of environmental compliance.

Subrecipient shall also comply with all other applicable Federal, state and local laws, regulations and policies as now in effect and as may be amended from time to time that govern the use of the CDBG-DR funds in complying with its obligations under this agreement, regardless of whether CDBG-DR funds are made available to Subrecipient on an advance or reimbursement basis.

Subrecipient also agrees to use funds available under this Agreement to supplement rather than supplant funds otherwise available. Subrecipient further agrees to comply with all other applicable Federal, State and local laws, regulations and policies governing the funds provided under this Agreement, including, but not limited to the following:

I. State of Florida Requirements

State of Florida Requirements are stated throughout this Agreement and Attachments thereto.

II. Audits, Inspections, and Monitoring

1. Single Audit

Subrecipient must be audited as required by 2 CFR part 200, subpart F when it is expected that Subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in §200.501 Audit requirements.

2. Inspections and Monitoring

Subrecipient shall permit the Grantee and auditors to have access to Subrecipient's records and financial statements as necessary for the Grantee to meet the requirements of 2 CFR part 200.

Subrecipient must submit to monitoring of its activities by the Grantee as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of this agreement.

This review must include:

- (1) Reviewing financial and performance reports required by the Grantee;
- (2) Following-up and ensuring that Subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to Subrecipient from the Grantee detected through audits, on-site reviews, and other means; and
- (3) Issuing a management decision for audit findings pertaining to this Federal award provided to Subrecipient from the Grantee as required by 2 CFR §200.521.

3. **Corrective Actions**

Subrecipient shall be subject to reviews and audits by the Grantee, including onsite reviews of Subrecipient as may be necessary or appropriate to meet the requirements of 42 U.S.C. 5304(e)(2). The Grantee may issue management decisions and may consider taking enforcement actions if noncompliance is detected during audits. The Grantee may require Subrecipient to take timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews and other means. In response to audit deficiencies or other findings of noncompliance with this agreement, Grantee may impose additional conditions on the use of the CDBG-DR funds to ensure future compliance or provide training and technical assistance as needed to correct noncompliance.

III. Drug-Free Workplace

Drug-free workplace. Subrecipients must comply with drug-free workplace requirements in Subpart B of part 2429, which adopts the government-wide implementation (2 CFR part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701-707).

IV. Procurement and Contractor Oversight

Subrecipient shall comply with the procurement standards in 2 CFR §200.318-327 when procuring property and services under this agreement. Subrecipient shall impose the Subrecipient's obligations under this agreement on its contractors, specifically or by reference, so that such obligations will be binding upon each of its contractors.

Subrecipient must comply with CDBG regulations regarding debarred or suspended entities, specifically including, 24 CFR 570.609 and 24 CFR 570.489, as applicable. CDBG funds may not be provided to excluded or disqualified persons.

Subrecipient shall maintain oversight of all activities under this agreement and shall ensure that for any procured contract or agreement, its contractors perform according to the terms and conditions of the procured contracts or agreements, and the terms and conditions of this agreement. To check for debarred or suspended entities, please visit <https://www.sam.gov/SAM/>

V. Property Standards

Real property acquired by Subrecipient under this agreement shall be subject to 24 CFR 570.489(j) and 24 CFR 570.200(j). Subrecipient shall also comply with the Property Standards at 2 CFR 200.310, 2 CFR 200.312, 2 CFR 200.314-316. Subrecipient shall also comply with 2 CFR 200.313 Equipment, except that when the equipment is sold, the proceeds shall be program income and equipment not needed by Subrecipient for activities under this agreement shall be transferred to the Grantee for its CDBG-DR program or shall be retained after compensating the Grantee.

Subrecipient shall also comply with the Property Standards in 2 CFR 200.310-316, except to the extent they are inconsistent with 24 CFR 570.200(j) and 24 CFR 570.489(j), in which case Subrecipient shall comply with 24 CFR 570.200(j) and 24 CFR 570.489(j), except to the extent that proceeds from the sale of equipment are program income and subject to the program income requirements under this agreement, pursuant to 24 CFR 570.489(e)(1)(ii).

VI. Federal Funding Accountability and Transparency Act (FFATA)

Subrecipient shall comply with the requirements of 2 CFR part 25 Universal Identifier and System for Award Management (SAM). Subrecipient must have an active registration in SAM, <https://www.sam.gov/SAM/>, in accordance with 2 CFR part 25, appendix A, and must have a Unique Entity Identifier (UEI) number. Subrecipient must also comply with provisions of the Federal Funding Accountability and Transparency Act, which includes requirements on executive compensation, 2 CFR part 170 Reporting Subaward and Executive Compensation Information.

VII. Relocation and Real Property Acquisition

Subrecipient shall comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), 42 USC 4601 – 4655, 49 CFR part 24, 24 CFR part 42, and 24 CFR 570.606.

In addition to other URA requirements, these regulations (49 CFR § 24.403(d)) implement Section 414 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 USC § 5181, which provides that "Notwithstanding any other provision of law, no person otherwise eligible for any kind of replacement housing payment under the URA shall be denied such eligibility as a result of his being unable, because of a major disaster as determined by the President, to meet the occupancy requirements set by such Act."

VIII. Nondiscrimination

1. 24 CFR part 6

Subrecipient will comply with 24 CFR part 6, which implements the provisions of section 109 of title I of the Housing and Community Development Act of 1974 (Title I) (42 U.S.C. 5309). Section 109 provides that no person in the United States shall, on the ground of race, color, national origin, religion or sex, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity funded in whole or in part with Federal financial assistance. Subrecipient will adhere to the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107) (Age Discrimination Act) and the prohibitions against discrimination on the basis of disability under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) (Section 504). Section 109 of the HCDA makes these requirements applicable to programs or activities funded in whole or in part with CDBG-DR funds. Thus, Subrecipient shall comply with regulations of 24 CFR part 8, which implement Section 504 for HUD programs, and the regulations of 24 CFR part 146, which implement the Age Discrimination Act for HUD programs.

2. Architectural Barriers Act and the Americans with Disabilities Act

Subrecipient shall ensure that its activities are consistent with requirements of Architectural Barriers Act and the Americans with Disabilities Act. The Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) requires certain Federal and Federally funded buildings and other facilities to be designed, constructed or altered in accordance with standards that ensure accessibility to, and use by, physically handicapped people. A building or facility designed, constructed or altered with funds allocated or reallocated under this part after December 11, 1995 and meets the definition of "residential structure" as defined in 24 CFR 40.2 or the definition of "building" as defined in 41 CFR 101-19.602(a) is subject to the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) and shall comply with the Uniform Federal Accessibility Standards (appendix A to 24 CFR part 40 for residential structures, and appendix A to 41 CFR part 101-19, subpart 101-19.6, for general type buildings).

The Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218 and 225) (ADA) provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services and telecommunications. It further provides that discrimination includes a failure to design and construct facilities for first occupancy no later than January 26, 1993, that are readily accessible to and usable by individuals with disabilities. Further, the ADA requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable—that is, easily accomplishable and able to be carried out without much difficulty or expense.

3. State and Local Nondiscrimination Provisions

Subrecipient must comply with the Florida Small and Minority Business Assistance Act (§288.703-288.706, F.S.); Title VI of the Civil Rights Act of 1964 (24 CFR part 1).

A. General Compliance:

Subrecipient shall comply with the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352), as amended. No person in the United States shall, on the ground 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 funded by this agreement. The specific nondiscrimination provisions at 24 CFR 1.4 apply to the use of these funds. Subrecipient shall not intimidate, threaten, coerce or discriminate against any person for the purpose of interfering with any right or privilege secured by title VI of the Civil Rights Act of 1964 or 24 CFR part 1, or

because an individual has made a complaint, testified, assisted or participated in any manner in an investigation, proceeding or hearing under 24 CFR part 1. The identity of complainants shall be kept confidential except to the extent necessary to carry out the purposes of 2 CFR part 1, including the conduct of any investigation, hearing or judicial proceeding arising thereunder.

B. Assurances and Real Property Covenants:

As a condition to the approval of this Agreement and the extension of any Federal financial assistance, Subrecipient assures that the program or activities described in this Agreement will be conducted and the housing, accommodations, facilities, services, financial aid or other benefits to be provided will be operated and administered in compliance with all requirements imposed by or pursuant to this part 1.

If the Federal financial assistance under this agreement is to provide or is in the form of personal property or real property or interest therein or structures thereon, Subrecipient’s assurance herein shall obligate Subrecipient or, in the case of a subsequent transfer, the transferee, for the period during which the property 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, or for as long as the recipient retains ownership or possession of the property, whichever is longer. In all other cases, the assurance shall obligate Subrecipient for the period during which Federal financial assistance is extended pursuant to the contract or application. This assurance gives the Grantee and the United States a right to seek judicial enforcement of the assurance and the requirements on real property.

In the case of real property, structures or improvements thereon, or interests therein, acquired with Federal financial assistance under this Agreement or acquired with CDBG-DR funds and provided to Subrecipient under this agreement, the instrument effecting any disposition by Subrecipient of such real property, structures or improvements thereon, or interests therein, shall contain a covenant running with the land assuring nondiscrimination for the period during which the real property 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. If Subrecipient receives real property interests or funds or for the acquisition of real property interests under this Agreement, to the extent that rights to space on, over, or under any such property are included as part of the program receiving such assistance, the nondiscrimination requirements of this part 1 shall extend to any facility located wholly or in part in such space.

4. Affirmative Action

A. Veteran, Women- and Minority-Owned Businesses

When possible, the Subrecipient shall take the affirmative steps listed in 2 CFR 200.321(b)(1) through (5) under this agreement.

B. Notifications

Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker’s representative of Subrecipient’s commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

IX. Labor and Employment

1. Labor Standards

Subrecipient shall comply with the in labor standards in Section 110 of the Housing and Community Development Act of 1974, as amended and ensure that all laborers and mechanics employed by contractors or subcontractors in the performance of construction work financed in whole or in part with assistance received under this agreement shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 3141, *et seq.*) and 29 CFR part 1, 3, 5, 6 and 7, provided, that this requirement shall apply to the rehabilitation of residential property only if such property contains not less than 8 units.

Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874) and its implementing regulations of the U.S. Department of Labor at 29 CFR part 3 and part 5. Subrecipient shall maintain

documentation that demonstrates compliance with applicable hour and wage requirements. Such documentation shall be made available to the Grantee for review upon request.

X. Section 3 of the Housing and Urban Development Act of 1968

1. Low-Income Person Definition

A low-income person, as this term is defined in Section 3 (b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)). Section 3(b)(2) of the 1937 Act defines this term to mean families (including single persons) whose incomes do not exceed 80 per centum of the median income for the area, as determined by the Secretary of HUD, with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 80 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low-income families; or A very low-income person, as this term is defined in Section 3(b)(2) of the 1937 Act (42 U.S.C. 1437 a(b)(2)). Section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)) defines this term to mean families (including single persons) whose incomes do not exceed 50 per centum of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes.

2. Compliance

Subrecipient shall comply with the provisions of Section 3 of the Housing Urban Development Act of 1968, as amended, 12 USC 1701u, and implementing its implementing regulations at 24 CFR part 75 (formerly 24 CFR part 135). Compliance with Section 3 shall be achieved, to the greatest extent feasible, consistent with existing Federal, state and local laws and regulations. Accordingly, a subrecipient of Section 3-covered assistance is required to develop strategies for meeting both the regulatory requirements at 24 CFR part 75 and any other applicable statutes or regulations. Subrecipient and any of its contractors and subcontractors shall include the following "Section 3 clause" in every "Section 3-covered contract".

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate actions, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.
- F. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).
3. **Section 3 Benchmarks and Reporting**
- A. **Benchmarks.** Contracts over \$200,000 trigger Section 3 Benchmark requirements. When triggered, best efforts must be made to extend Section 3 opportunities to verified Section 3 workers and business concerns to meet these *minimum* numeric goals:
1. Twenty-five percent (25%) of the total hours on a Section 3 project must be worked by Section 3 workers; and
 2. Five percent (5%) of the total hours on a Section 3 project must be worked by Targeted Section 3 workers.
- B. **Reporting.** If the subrecipient's reporting indicates that the subrecipient has not met the Section 3 benchmarks described in 24 CFR § 75.23, pursuant to 24 CFR § 75.25(b), the subrecipient must report in a form prescribed by HUD on the qualitative nature of its activities and those its contractors and subcontractors pursued.
- C. Recipient will comply with any Section 3 Project Implementation Plan documents, if any, provided by HUD or Commerce which may be amended from time to time for HUD reporting purposes.

XI. Conduct

1. Hatch Act

Subrecipient shall comply with the Hatch Act, 5 USC 1501 – 1508, and shall ensure that no funds provided, nor personnel employed under this agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

2. Conflict of Interest

In the procurement of supplies, equipment, construction and services pursuant to this agreement, Subrecipient shall comply with the conflict of interest provisions in the Grantee's procurement policies and procedures. In all cases not governed by the conflict of interest provisions in the Grantee's procurement policies and procedures, Subrecipient shall comply with the conflict of interest provisions in 24 CFR 570.489(h).

3. Lobbying Certification

Subrecipient hereby certifies that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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;
- B. 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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- C. The language of paragraph (i) through (iv) 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; and
- D. 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 required by Section 1352, Title 31, U.S.C. 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.

XII. Religious Activities

Subrecipient agrees that funds provided under this agreement shall not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction or proselytization.

Equal Treatment for Faith-Based Organizations. Prohibits any State or local government receiving funds under any Department program, or any intermediate organization with the same duties as a governmental entity, from discriminating for or against an organization on the basis of the organization's religious character or affiliation. Prohibits religious organizations from engaging in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded with direct financial assistance. Prohibits an organization that participates in programs funded by direct financial assistance from the Department, in providing services, from discriminating against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief. Any restrictions on the use of grant funds shall apply equally to religious and non-religious organizations.

XIII. Environmental Conditions

1. Prohibition on Choice Limiting Activities Prior to Environmental Review

Subrecipient must comply with the limitations in 24 CFR 58.22. 24 CFR 58.22 imposes limitations on activities pending clearance and specifically limits commitments of HUD funds or non-HUD funds by any participant in the development process before completion of the environmental review. A violation of this requirement may result in a prohibition on the use of Federal funds for the activity. If Commerce has not issued an Authority to Use Grant Funds within 15 days of Subrecipient's submission of the required documentation, Commerce shall provide Subrecipient a written update regarding the status of the review process upon request.

2. Air and Water

Subrecipient shall comply with the following requirements insofar as they apply to the performance of this agreement:

- A. Air quality. (1) The Clean Air Act (42 U.S.C. 7401 et. seq.) as amended; particularly section 176(c) and (d) (42 U.S.C. 7506(c) and (d)); and (2) Determining Conformity of Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency—40 CFR parts 6, 51, and 93); and
- B. Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, *et seq.*, as amended, including the requirements specified in Section 114 and Section 308 of the Federal Water Pollution Control Act, as amended, and all regulations and guidelines issued thereunder.
- C. The Clean Air and Water Act: If this Contract is in excess of \$100,000, Contractor shall comply with all applicable standards, orders or regulations issued under the Clean Air Act, as amended, 42 U.S.C. 7401, Section 508 of the Clean Water Act, as amended, 33 U.S.C. 1368, et seq., Executive Order 11738 and Environmental Protection Agency regulations. Contractor shall report any violation of the above to Commerce.
- D. Energy Efficiency: Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State of Florida's energy conservation plan issued in compliance with the Energy Policy and Conservation Act, Pub. L. 94-163.

3. Flood Disaster Protection

Subrecipient shall comply with the mandatory flood insurance purchase requirements of Section 102 of the Flood Disaster Protection Act of 1973, as amended by the National Flood Insurance Reform Act of 1994, 42 USC 4012a. Additionally, Subrecipient shall comply with 24 CFR 58.6(a) and Section 582 of the National Flood Insurance Reform Act of 1994, as amended, (42 U.S.C. 5154a), which includes a prohibition on the provision of flood disaster assistance, including loan assistance, to a person for repair, replacement or restoration for damage to any personal, residential, or commercial property if that person at any time has received Federal flood disaster assistance that was conditioned on the person first having obtained flood insurance under applicable Federal law and the person has subsequently failed to obtain and maintain flood insurance as required under applicable Federal law on such property. Section 582 also includes a responsibility to notify property owners of their responsibility to notify transferees about mandatory flood purchase requirements. More information about these

requirements is available in the Federal Register notices governing the CDBG-DR award and listed at the beginning of this Attachment.

4. **Lead-Based Paint**

The Subrecipient shall follow the Grantee's procedures with respect to CDBG assistance that fulfill the objectives and requirements of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at 24 CFR Part 35, subparts A, B, J, K, and R.

5. **Historic Preservation**

The Subrecipient shall comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended, codified in title 54 of the United States Code, and the procedures set forth in 36 CFR part 800 insofar as they apply to the performance of this agreement.

The process typically involves obtaining approval not just from the State Historic Preservation Officer, but also, when relevant, from tribal authorities. This approval is required for a range of projects that could impact historic resources. These include, but are not limited to, rehabilitation and demolition of properties that are fifty years old or older or listed on a Federal, state, or local historic property list. Furthermore, this extends to construction projects, particularly those located in areas with the potential to have archaeological resources or in any area that could potentially affect the historic character of an eligible district.

6. **HUD Environmental Review Requirements**

The Subrecipient shall develop and maintain an Environmental Review Record (ERR) in compliance with 24 CFR Part 58. The ERR shall include verifiable documentation of compliance with the Part 58, as well as Parts 35, 51, 55 and other federal environmental compliance requirements as appropriate.

XIV. Additional Regulations

- A The Temporary Assistance for Needy Families Program ("TANF"), 45 CFR Parts 260-265, the Social Services Block Grant ("SSBG"), 42 U.S.C. 1397d, and other applicable federal regulations and policies promulgated thereunder.
- B Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681, *et seq.*, which prohibits discrimination on the basis of sex in educational programs.
- C Section 654 of the Omnibus Budget Reconciliation Act of 1981, as amended, 42 U.S.C. 9849, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs.
- D The Pro-Children Act: Contractor agrees to comply with the Pro-Children Act of 1994, 20 U.S.C. 6083. Failure to comply with the provisions of the law may result in the imposition of civil monetary penalty up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. This clause is applicable to all approved sub-contracts. In compliance with Public Law (Pub. L.) 103-277, the Contract shall not permit smoking in any portion of any indoor facility used for the provision of federally funded services including health, day care, early childhood development, education or library services on a routine or regular basis, to children up to age 18.
- E Public Announcements and Advertising: When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with federal money, Contractor shall clearly state (1) the percentage of the total costs of the program or project which will be financed with federal money, (2) the dollar amount of federal funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.
- F Purchase of American-Made Equipment and Products: Contractor assures that, to the greatest extent practicable, all equipment and products purchased with funds made available under this Agreement will be American-made.
- G The Consolidated Appropriations Act, 2010, Division E, Section 511 (Pub. L. 111-117), which prohibits distribution of federal funds made available under the Act to the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries. The Continuing Appropriations Act, 2011, Sections 101 and 103 (Pub. L. 111-242), provides that appropriations made under Pub. L. 111-117 are available under the conditions provided by Pub. L. 111-117.

- H. Contract Work Hours and Safety Standards Act (40 U.S.C. §327–333) — If this Contract involves federal funding in excess of \$2,000 for construction contracts or in excess of \$2,500 for other contracts that involve the employment of mechanics or laborers, compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–333), as supplemented by Department of Labor regulations (29 CFR Part 5) is required. Under section 102 of the Act, each contractor shall 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 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall 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.
- I. Resource Conservation and Recovery Act (RCRA). Under RCRA (Pub. L. 94–580 codified at 42 U.S.C. 6962), state and local institutions of higher education, hospitals, and non-profit organizations that receive direct Federal awards or other Federal funds shall give preference in their procurement programs funded with Federal funds to the purchase of recycled products pursuant to the EPA guidelines.
- J. Immigration Reform and Control Act. Contractor shall comply with the requirements of the Immigration Reform and Control Act of 1986, which requires employment verification and retention of verification forms for any individuals hired who will perform any services under the contract.
- K. Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PWORA). The Grantee must administer its grant that funds this Agreement in accordance with all applicable immigration restrictions and requirements, including the eligibility and verification requirements that apply under title IV of the PWORA as amended (8 U.S.C. 1601-1646) and any applicable requirements that HUD, the Attorney General, or the U.S. Center for Immigration Services may establish from time to time to comply with PRWORA, Executive Order 14218, or other Executive Orders or immigration laws. If applicable, no state or unit of general local government that receives funding under this grant may use that funding in a manner that by design or effect facilitates the subsidization or promotion of illegal immigration or abets policies that seek to shield illegal aliens from deportation. Unless excepted by PRWORA, the Grantee must use Systematic Alien Verification for Entitlements (SAVE), or an equivalent verification system approved by the Federal government, to prevent any Federal public benefit from being provided to an ineligible alien who entered the United States illegally or is otherwise unlawfully present in the United States.

XV. Non-Compliance

When it is determined that the Subrecipient is in non-compliance with federal or state program requirements, the State may impose any of the additional conditions and/or requirements outlined in 2 CFR § 200.206, 2 CFR § 200.208 and/or 2 CFR § 200.339f

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Attachment F – Civil Rights Compliance

Fair Housing

As a condition for the receipt of CDBG-DR funds, each Subrecipient must certify that it will "affirmatively further fair housing" in its community consistent with 24 CFR 5.151 and 5.152.

Equal Employment Opportunity

As a condition for the receipt of CDBG-DR funds, each Subrecipient must certify that it and the contractors, subcontractors, subrecipients and consultants that it hires with CDBG-DR funds will abide by the Equal Employment Opportunity (EEO) Laws of the United States.

Section 504 and the Americans with Disabilities Act (ADA)

As a condition for the receipt of CDBG-DR funds, Subrecipient must certify that it provides access to all federally funded activities to all individuals, regardless of handicap. Subrecipient shall demonstrate its commitment to abide by the laws through the actions listed below.

Subrecipient shall do the following:

- 1) Have in place a resolution or ordinance that is designed to eliminate discrimination against any person who:
 - a) Has a physical or mental impairment which substantially limits one or more major life activities,
 - b) Has a record of such an impairment, or
 - c) Is regarded as having such an impairment;

- 2) Designate an employee as the Section 504/ADA Coordinator who is available during regular business hours to receive Section 504/ADA calls;

- 3) Publish the Section 504/ADA Coordinator’s contact information quarterly in a newspaper of general circulation in Subrecipient’s jurisdiction so that people know who to call to ask Section 504/ADA questions or register a complaint. Alternatively, Subrecipient can post the coordinator’s contact information throughout the quarter on the home page of its website; and

- 4) Establish a system to record the following for each Section 504/ADA call:
 - a) The nature of the call,
 - b) The actions taken in response to the call and
 - c) The results of the actions taken.

Section 504 prohibitions against discrimination (see 45 CFR part 84) apply to service availability, accessibility, delivery, employment and the administrative activities and responsibilities of organizations receiving Federal financial assistance. A Subrecipient of Federal financial assistance may not, on the basis of disability:

- Deny qualified individuals the opportunity to participate in or benefit from Federally funded programs, services or other benefits,
- Deny access to programs, services, benefits or opportunities to participate as a result of physical barriers, or
- Deny employment opportunities, including hiring, promotion, training and fringe benefits, for which they are otherwise entitled or qualified.

The ADA regulations (Title II, 28 CFR part 35, and Title III, 28 CFR part 36) prohibit discrimination on the basis of disability in employment, State and local government, public accommodations, commercial facilities, transportation, and telecommunications. To be protected by the ADA, one must have a disability or have a relationship or association with an individual with a disability.

Title II covers all activities of state and local governments regardless of the government entity's size or receipt of Federal funding. Title II requires that State and local governments give people with disabilities an equal opportunity to benefit from all of their programs, services and activities (e.g. public education, employment, transportation, recreation, health care, social services, courts, voting and town meetings). State and local governments are required to follow specific architectural standards in the new construction and alteration of their buildings. They also must relocate programs or otherwise provide access in inaccessible older buildings, and communicate effectively with people who have hearing, vision or speech disabilities.

Title III covers businesses and nonprofit service providers that are public accommodations, privately operated entities offering certain types of courses and examinations, privately operated transportation and commercial facilities. Public accommodations are private entities who own, lease, lease to or operate facilities such as restaurants, retail stores, hotels, movie theaters, private schools, convention centers, doctors' offices, homeless shelters, transportation depots, zoos, funeral homes, day care centers and recreation facilities including sports stadiums and fitness clubs. Transportation services provided by private entities are also covered by Title III.

Section 3 - Economic Opportunities for Low- and Very Low-Income Persons

Each Subrecipient shall encourage its contractors to hire qualified low- and moderate-income residents for any job openings that exist on CDBG-DR-funded projects in the community. . Per the 29 CFR part 75, Subrecipients and their contractors must track and document the number of Section 3 and Targeted Section 3 labor hours worked by low- and moderate-income individuals on CDBG-DR-funded projects. This detailed account of labor hours should then be included in the comments section of each quarterly report

The following Section 3 clause is required to be included in any contracts and subcontracts funded by this Agreement:

Section 3 Clause

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are Subrecipients of HUD assistance for housing.
- B. The Parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.
- F. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

Civil Rights Regulations

As a condition for the receipt of CDBG-DR funds, each Subrecipient must certify that it will abide by the following Federal laws and regulations:

1. Title VI of the Civil Rights Act of 1964 – Prohibits discrimination by government agencies that receive Federal funding;
2. Title VII of the Civil Rights Act of 1964 – prohibits employment discrimination on the basis of race, color, religion, sex or national origin;
3. Title VIII of the Civil Rights Act of 1968 – as amended (the Fair Housing Act of 1988);
4. 24 CFR § 570.487(b) – Affirmatively Furthering Fair Housing;
5. 24 CFR § 570.490(b) – Unit of general local government's record;
6. 24 CFR § 570.606(b) – Relocation assistance for displaced persons at URA levels;
7. Age Discrimination Act of 1975;
8. Executive Order 12892 – Leadership and Coordination of Fair Housing in Federal Programs: Affirmatively Furthering Fair Housing;
9. Section 109 of the Housing and Community Development Act of 1974 – No person shall be excluded from participation in, denied benefits of or subjected to discrimination under any program or activity receiving CDBG-DR funds because of race, color, religion, sex or national origin;
10. Section 504 of the Rehabilitation Act of 1973 and 24 CFR part 8, which prohibits discrimination against people with disabilities;
11. Executive Order 11063 – Equal Opportunity in Housing; and
13. Section 3 of the Housing and Urban Development Act of 1968, as amended – Employment/Training of Lower Income Residents and Local Business Contracting.

I hereby certify that **Gilchrist County Board of County Commissioners** shall comply with all of the provisions and Federal regulations listed in this Attachment F.

By: _____ **Date:** _____

Name: Darrel Smith

Title: Chair

Attachment G – Reports

The following reports must be completed and submitted to Commerce in the time frame indicated below. Failure to timely file these reports constitutes an Event of Default, as defined in Paragraph (11) Events of Default, of this Agreement.

1. **Monthly Progress Report** must be submitted to Commerce five (5) calendar days after the end of each month.
2. A **Quarterly Progress Report** must be submitted to Commerce on forms to be provided by Commerce no later than the 5th of every April, July, October and January.
3. Subrecipient shall closeout its use of the CDBG-DR funds and its obligations under this Agreement by complying with the closeout procedures in 2 CFR § 200.343. Activities during this close-out period may include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances and accounts receivable to the Grantee) and determining the custodianship of records.

Notwithstanding the terms of 2 CFR 200.343, upon the expiration of this Agreement, Subrecipient shall transfer to the recipient any CDBG-DR funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG-DR funds. Further, any real property under Subrecipient's control that was acquired or improved in whole or in part with CDBG-DR funds (including CDBG-DR funds provided to Subrecipient in the form of a loan) shall be treated in accordance with 24 CFR 570.503(b)(7).

4. In accordance with 2 CFR part 200, should Subrecipient meet the threshold for submission of a single or program specific audit, the audit must be conducted in accordance with 2 CFR part 200 and submitted to Commerce no later than nine months from the end of Subrecipient's fiscal year. If Subrecipient did not meet the audit threshold, an **Audit Certification Memo** must be provided to Commerce Grant Manager no later than nine months from the end of Subrecipient's fiscal year.
5. A copy of the **Audit Compliance Certification** form, Attachment J, must be emailed to audit@Commerce.fl.gov and Commerce Grant Manager within sixty (60) calendar days of the end of each Subrecipient's fiscal year in which this subgrant was open.

6. **Section 3 Quarterly Reporting Requirements.** Reporting of labor hours for Section 3 projects must comply with 24 CFR §75.25(a). Subrecipients must report the following: (i) the total number of labor hours worked; (ii) the total number of labor hours worked by Section 3 workers; and (iii) the total number of labor hours worked by Targeted Section 3 workers. If Section 3 benchmarks are not met, the subrecipient's qualitative efforts must be reported in a manner required by 24 CFR §75.25(b).

Subrecipients shall provide Section 3 Reporting quarterly to Commerce Grant Manager by the 5th of each quarter (January 5, April 5, July 5, and October 5).

7. Request for Funds must be submitted as required by Commerce and in accordance with the **Scope of Work, Project Budget and Activity Work Plan**.
8. All forms referenced herein are available online or upon request from Commerce's grant manager for this Agreement.

Attachment H – Warranties and Representations

Financial Management

Subrecipient's financial management system must comply with the provisions of 2 CFR part 200 (and particularly 2 C.F.R. 200.302 titled "Financial Management"), Section 218.33, F.S., and include the following:

- (1) Accurate, current and complete disclosure of the financial results of this project or program.
- (2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.
- (3) Effective control over and accountability for all funds, property and other assets. Subrecipient shall safeguard all assets and assure that they are used solely for authorized purposes.
- (4) Comparison of expenditures with budget amounts for each Request for Funds (RFF). Whenever appropriate, financial information should be related to performance and unit cost data.
- (5) Written procedures to determine whether costs are allowed and reasonable under the provisions of the 2 CFR part 200 (and particularly 2 CFR 200 Subpart E titled "Costs Principles") and the terms and conditions of this Agreement.
- (6) Cost accounting records that are supported by backup documentation.

Competition

All procurement transactions must follow the provisions of 2 CFR § 200.318-200.327 and be conducted in a manner providing full and open competition. Subrecipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids or requests for proposals shall be excluded from competing for such procurements. Awards must be made to the responsible and responsive bidder or offeror whose proposal is most advantageous to the program, considering the price, quality and other factors. Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill in order for the bid or offer to be evaluated by Subrecipient. Any and all bids or offers may be rejected if there is a sound, documented reason.

Codes of Conduct

Subrecipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer or agent shall participate in the selection, award or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in a tangible personal benefit from a firm considered for a contract. The officers, employees and agents of Subrecipient shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors or parties to subcontracts. The standards of conduct must provide for disciplinary actions to be applied for violations of the standards by officers, employees or agents of the Subrecipient. (*See* 2 CFR § 200.318(c)(1))

Business Hours

Subrecipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site at all reasonable times for business. "Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

Licensing and Permitting

All contractors or employees hired by Subrecipient shall have all current licenses and permits required for all of the particular work for which they are hired by Subrecipient.

Attachment I – Audit Requirements

The administration of resources awarded by Commerce to Subrecipient may be subject to audits and/or monitoring by Commerce as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR 200 Subpart F - Audit Requirements, and section 215.97, F.S., as revised (see “AUDITS” below), monitoring procedures may include, but not be limited to, on-site visits by Commerce staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this Agreement, Subrecipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by Commerce. In the event Commerce determines that a limited scope audit of Subrecipient is appropriate, Subrecipient agrees to comply with any additional instructions provided by Commerce staff to Subrecipient regarding such audit. Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED. This part is applicable if Subrecipient is a state or local government or nonprofit organization as defined in 2 CFR §200.1.

1. A Subrecipient that expends \$1,000,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this form lists the federal resources awarded through Commerce by this agreement. In determining the federal awards expended in its fiscal year, Subrecipient shall consider all sources of federal awards, including federal resources received from Commerce. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §200.502-503. An audit of the Subrecipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.
2. For the audit requirements addressed in Part I, paragraph 1, Subrecipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §200.508-512.
3. A Subrecipient that expends less than \$1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If Subrecipient expends less than \$1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from Subrecipient resources obtained from other than federal entities).

PART II: STATE FUNDED. This part is applicable if Subrecipient is a non-state entity as defined by Section 215.97(2), F.S.

1. In the event that Subrecipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such Subrecipient (for fiscal years ending June 30, 2017, and thereafter), Subrecipient must have a state single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through Commerce by this agreement. In determining the state financial assistance expended in its fiscal year, Subrecipient shall consider all sources of state financial assistance, including state financial assistance received from Commerce, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.
2. For the audit requirements addressed in Part II, paragraph 1, Subrecipient shall ensure that the audit complies

with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

- 3. If Subrecipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If Subrecipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity’s resources (i.e., the cost of such an audit must be paid from Subrecipient’s resources obtained from other than state entities).

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity’s policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), F.S., State agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with Section 215.97, F.S. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

N/A

PART IV: REPORT SUBMISSION

- 1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR §200.512, by or on behalf of Subrecipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.1 and §200.512.

The FAC’s website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

- 2. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of Subrecipient directly to each of the following:

- a. Commerce at each of the following addresses:

Electronic copies (preferred):
Audit@Commerce.fl.gov

or

Paper (hard copy):
Department of Commerce
MSC # 75, Caldwell Building
107 East Madison Street
Tallahassee, FL 32399-4126

- b. The Auditor General’s Office at the following address:

Auditor General
Local Government Audits
342 Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General’s website (<https://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

- 3. Copies of reports or the management letter required by Part III of this form shall be submitted by or on behalf of

Subrecipient directly to:

Electronic copies (preferred):
Audit@Commerce.fl.gov

or

Paper (hard copy):
Department of Commerce
MSC # 75, Caldwell Building
107 East Madison Street
Tallahassee, FL. 32399-4126

4. Any reports, management letters, or other information required to be submitted to Commerce pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
5. Subrecipients, when submitting financial reporting packages to Commerce for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to Subrecipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION. Subrecipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued, or six (6) state fiscal years after all reporting requirements are satisfied and final payments have been received, whichever period is longer, and shall allow Commerce, or its designee, CFO, or Auditor General access to such records upon request. Subrecipient shall ensure that audit working papers are made available to Commerce, or its designee, CFO, or Auditor General upon request for a period of six (6) years from the date the audit report is issued, unless extended in writing by Commerce. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer.

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Exhibit 1 to Attachment I – Funding Sources

Federal Resources Awarded to the Subrecipient Pursuant to this Agreement Consist of the Following:

Federal Awarding Agency:	U.S. Department of Housing and Urban Development
Federal Funds Obligated to Subrecipient:	\$1,298,634.00
Assistance Listing Number Title:	Community Development Block Grants/State’s Program and Non-Entitlement Grants in Hawaii
Assistance Listing Number:	14.228
Project Description:	Grant funding is being provided to mitigate recurring flood impacts to rural roadways in Gilchrist County by replacing failing culverts and improving drainage capacity at flood-prone locations. This project will reduce roadway flooding, protect public safety, and ensure reliable access for residents and emergency responders during and after severe storm events.

This is not a research and development award.

Compliance Requirements Applicable to the Federal Resources Awarded Pursuant to this Agreement are as Follows:

Federal Program

1. Subrecipient shall perform its obligations in accordance with Sections 290.0401- 290.048, F.S.
2. Subrecipient shall perform its obligations in accordance with 24 CFR §570.480–570.497.
3. Subrecipient shall perform the obligations as set forth in this Agreement, including any attachments or exhibits thereto.
4. Subrecipient shall perform the obligations in accordance with chapter 73C-23.0051(1) and (3), F.A.C.
5. Subrecipient shall be governed by all applicable laws, rules and regulations, including, but not necessarily limited to, those identified in Award Terms & Conditions and Other Instructions of Subrecipient’s Notice of Subgrant Award/Fund Availability (NFA).

State Resources Awarded to the Subrecipient Pursuant to this Agreement Consist of the Following: *N/A*

Matching Resources for Federal Programs: *N/A*

Subject to Section 215.97, Florida Statutes: *N/A*

Compliance Requirements Applicable to State Resources Awarded Pursuant to this Agreement are as Follows:
N/A

NOTE: Title 2 CFR § 200.331 and Section 215.97(5), F.S., require that the information about Federal Programs and State Projects included in Exhibit 1 and the Notice of Subgrant Award/Fund Availability be provided to the Subrecipient.

Attachment J – Audit Compliance Certification

<i>Email a copy of this form within 60 days of the end of each fiscal year in which this subgrant was open to audit@Commerce.fl.gov.</i>	
Subrecipient: Gilchrist County Board of County Commissioners	
FEIN:	Subrecipient’s Fiscal Year:
Contact Name:	Contact’s Phone:
Contact’s Email:	
<p>1. Did Subrecipient expend state financial assistance, during its fiscal year that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Subrecipient and the Department of Commerce (Commerce)? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If the above answer is yes, answer the following before proceeding to item 2. Did Subrecipient expend \$750,000 or more of state financial assistance (from Commerce and all other sources of state financial assistance combined) during its fiscal year? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, Subrecipient certifies that it will timely comply with all applicable State single or project-specific audit requirements of Section 215.97, Florida Statutes and the applicable rules of the Department of Financial Services and the Auditor General.</p>	
<p>2. Did Subrecipient expend federal awards during its fiscal year that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Subrecipient and Commerce? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If the above answer is yes, also answer the following before proceeding to execution of this certification: Did Subrecipient expend \$1,000,000 or more in federal awards (from Commerce and all other sources of federal awards combined) during its fiscal year? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, Subrecipient certifies that it will timely comply with all applicable single or program-specific audit requirements of 2 CFR part 200, subpart F, as revised.</p>	
By signing below, I certify, on behalf of Subrecipient, that the above representations for items 1 and 2 are true and correct.	
Signature of Authorized Representative	Date
Printed Name of Authorized Representative	Title of Authorized Representative

Attachment K – Subrecipient Enterprise Resource Application (SERA) Form

Attachment K will be provided after execution of this Agreement

Attachment L

2 CFR Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

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 effected and the basis for settlement.

(C) 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 CFR 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 (18 U.S.C. 874 and 42424240 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR 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 subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or 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.

(D) 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 CFR 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.

(E) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient 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 subrecipient must comply with the requirements of 37 CFR 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.

(F) 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).

(G) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions 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.

(H) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 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.

(I) See 2 CFR § 200.323 - Procurement of recovered materials.

(J) See 2 CFR § 200.216 - Prohibition on certain telecommunications and video surveillance services or equipment.

(K) See 2 CFR § 200.322 - Domestic Preferences for procurements.

(L)

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020]

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Attachment M

State of Florida Department of Commerce

Federally Funded Community Development Block Grant Disaster Recovery (CDBG-DR) Subrogation Agreement

This Subrogation and Assignment Agreement (“Agreement”) is made and entered by and between **Gilchrist County Board of County Commissioners** (hereinafter referred to as “Subrecipient”) and the State of Florida, Department of Commerce (hereinafter referred to as “Commerce”).

In consideration of Subrecipient’s receipt of funds or the commitment by Commerce to evaluate Subrecipient’s application for the receipt of funds (collectively, the “Grant Proceeds”) under the Commerce Community Development Block Grant-Disaster Recovery Program (the “CDBG-DR Program”) administered by Commerce, Subrecipient hereby assigns to Commerce all of Subrecipient’s future rights to reimbursement and all payments received from any grant, subsidized loan, lawsuit or insurance policies of any type or coverage or under any reimbursement or relief program related to or administered by the Federal Emergency Management Agency (“FEMA”) or the Small Business Administration (“SBA”) (singularly, a “Disaster Program” and collectively, the “Disaster Programs”) that was the basis of the calculation of Grant Proceeds paid or to be paid to Subrecipient under the CDBG-DR Program and that are determined in the sole discretion of Commerce to be a duplication of benefits (“DOB”) as provided in this Agreement.

The proceeds or payments referred to in the preceding paragraph, whether they are from insurance, FEMA or the SBA or any other source, and whether or not such amounts are a DOB, shall be referred to herein as “Proceeds,” and any Proceeds that are a DOB shall be referred to herein as “DOB Proceeds.” Upon receiving any Proceeds, Subrecipient agrees to immediately notify Commerce who will determine in its sole discretion if such additional amounts constitute a DOB. If some or all of the Proceeds are determined to be a DOB, the portion that is a DOB shall be paid to Commerce, to be retained and/or disbursed as provided in this Agreement. The amount of DOB determined to be paid to Commerce shall not exceed the amount received from the CDBG-DR Program.

Subrecipient agrees to assist and cooperate with Commerce to pursue any of the claims Subrecipient has against the insurers for reimbursement of DOB Proceeds under any such policies. Subrecipient’s assistance and cooperation shall include but shall not be limited to allowing suit to be brought in Subrecipient’s name(s) and providing any additional documentation with respect to such consent, giving depositions, providing documents, producing record and other evidence, testifying at trial and any other form of assistance and cooperation reasonably requested by Commerce. Subrecipient further agrees to assist and cooperate in the attainment and collection of any DOB Proceeds that Subrecipient would be entitled to under any applicable Disaster Program.

If requested by Commerce, Subrecipient agrees to execute such further and additional documents and instruments as may be requested to further and better assign to Commerce, to the extent of the Grant Proceeds paid to Subrecipient under the CDBG-DR Program, the Policies, any amounts received under the Disaster Programs that are DOB Proceeds and/or any rights thereunder, and to take, or cause to be taken, all actions and to do, or cause to be done, all things requested by Commerce to consummate and make effective the purposes of this Agreement.

Subrecipient explicitly allows Commerce to request of any company with which Subrecipient held insurance policies, or FEMA or the SBA or any other entity from which Subrecipient has applied for or is receiving Proceeds, any non-public or confidential information determined to be reasonably necessary by Commerce to monitor/enforce its interest in the rights assigned to it under this Agreement and give Subrecipient's consent to such company to release said information to Commerce.

If Subrecipient (or any lender to which DOB Proceeds are payable to such lender, to the extent permitted by superior loan documents) hereafter receives any DOB Proceeds, Subrecipient agrees to promptly pay such amounts to Commerce, if Subrecipient received Grant Proceeds under the CDBG-DR Program in an amount greater than the amount Subrecipient would have received if such DOB Proceeds had been considered in the calculation of Subrecipient's award.

In the event that Subrecipient receives or is scheduled to receive any subsequent Proceeds, Subrecipient shall pay such subsequent Proceeds directly to Commerce, and Commerce will determine the amount, if any, of such subsequent Proceeds that are DOB Proceeds ("Subsequent DOB Proceeds"). Subsequent Proceeds in excess of Subsequent DOB Proceeds shall be returned to Subrecipient. Subsequent DOB Proceeds shall be disbursed as follows:

1. If Subrecipient has received full payment of the Grant Proceeds, any Subsequent DOB Proceeds shall be retained by Commerce.
2. If Subrecipient has received no payment of the Grant Proceeds, any Subsequent DOB Proceeds shall be used by Commerce to reduce payments of the Grant Proceeds to Subrecipient, and all Subsequent DOB Proceeds shall be returned to Subrecipient.
3. If Subrecipient has received a portion of the Grant Proceeds, any Subsequent DOB Proceeds shall be used, retained and/or disbursed in the following order: (A) Subsequent DOB Proceeds shall first be used to reduce the remaining payments of the Grant Proceeds, and Subsequent DOB Proceeds in such amount shall be returned to Subrecipient; and (B) any remaining Subsequent DOB Proceeds shall be retained by Commerce.
4. If Commerce makes the determination that Subrecipient does not qualify to participate in the CDBG-DR Program or Subrecipient determines not to participate in the CDBG-DR Program, the Subsequent DOB Proceeds shall be returned to Subrecipient, and this Agreement shall terminate.

Once Commerce has recovered an amount equal to the Grant Proceeds paid to Subrecipient, Commerce will reassign to Subrecipient any rights assigned to Commerce pursuant to this Agreement.

Subrecipient represents that all statements and representations made by Subrecipient regarding Proceeds received by Subrecipient shall be true and correct as of the date of the signing of this Agreement.

Warning: Any person who intentionally or knowingly makes a false claim or statement to HUD may be subject to civil or criminal penalties under 18 U.S.C. 287, 1001 and 31 U.S.C. 3729.

~ Remainder of this page is intentionally left blank ~

The person executing this Agreement on behalf of Subrecipient hereby represents that he\she has received, read, and understands this notice of penalties for making a false claim or statement regarding Proceeds received by Subrecipient.

In any proceeding to enforce this Agreement, Commerce shall be entitled to recover all costs of enforcement, including actual attorney's fees.

**GILCHRIST COUNTY BOARD OF
COUNTY COMMISSIONERS**

**FLORIDA DEPARTMENT OF
COMMERCE**

By _____
Signature
Darrel Smith

By _____
Signature
J. Alex Kelly

Title _____
Chair

Title _____
Secretary

Date _____

Date _____

CDBG Culvert Installation at Various Locations Program Administration Bids

CohnReznick

Outsource Execs, LLC

Marcman Solutions, LLC

Fred Fox Enterprises

Thomas Howell Ferguson, P.A.

OVID Solutions

Cornerstone Community Partners

Locklear

CDBG Culvert Installation at Various Locations Engineering Services Bids

Locklear

**State of Florida
Florida Department of Law Enforcement
Bureau of Criminal Justice Grants (CJG)
2331 Phillips Road
Tallahassee, FL 32308**

AWARD AGREEMENT

Recipient: Gilchrist County BOCC

Recipient SAM UEI: KXM3FSANT3G4

Award Number: 6N274

Award Period: 07/01/2025 – 06/30/2026

Award Title: C-6N274: Gilchrist LEAP Program FY23

Federal Funds: \$45,000.00

Matching Funds: \$0.00

Total Funds: \$45,000.00

CFDA: 16.738

Federal Award Number: 15PBJA-23-GG-02972-MUMU

Federal Program: Edward Byrne Memorial Justice Assistance Grant (JAG)

Federal Awarding Agency: U.S. Department of Justice (USDOJ)

Pass-through Entity: Florida Department of Law Enforcement (FDLE)

Research & Development: No

Indirect Cost: No

An award agreement is entered into by and between the Florida Department of Law Enforcement (herein referred to as "FDLE" or "Department") and the Gilchrist County BOCC (herein referred to as "Recipient");

WHEREAS, the Department has the authority pursuant to Florida law and does hereby agree to provide federal financial assistance to the Recipient in accordance with the terms and conditions set forth in the award agreement, and

WHEREAS, the Department has available funds resulting from the federal award listed above, and

WHEREAS, the Recipient and the Department have each affirmed they have read and understood the agreement in its entirety and the Recipient has provided an executed agreement to the Department.

SCHEDULE OF APPENDICES

Appendix A – Scope of Work
Appendix B – Deliverables
Appendix C – Approved Budget
Appendix D – Award Contacts
Appendix E – Special Conditions
Appendix F – Standard Conditions

PERFORMANCE REPORTING

The Recipient shall provide **Quarterly Performance Reports** to the Department attesting to the progress towards deliverables. Performance Reports are due no later than 15 days after the end of each reporting period.

For example: If the monthly reporting period is July 1-31, the Performance Report is due August 15th; if the quarterly reporting period is January 1 – March 31, the Performance Report is due by April 15th.

The Recipient shall respond to the metrics in the electronic grant management system. Information provided by the Recipient will be used by the Department to compile reports on project progress and metrics to the U.S. Department of Justice.

Supporting documentation for performance must be maintained by Recipient and made available upon request for monitoring purposes. Examples of supporting documentation include but are not limited to timesheets, activity reports, meeting notices, delivery documents, public announcements, rosters, presentations, database statistics, etc.

Failure to submit performance reports by the deadline will result in a withholding of funds until performance reports are received.

FINANCIAL REPORTING

The State of Florida's performance and obligation to pay under this agreement is contingent upon an appropriation by the Legislature. The Department will administer and disburse funds under this agreement in accordance with ss. 215.97, 215.971, 215.981 and 215.985, F.S.

This is a cost reimbursement agreement. The Department will reimburse the Recipient for allowable expenditures included in the approved budget (**Appendix C**) incurred during each reporting period. The Recipient shall provide **Quarterly Payment Requests** to the Department attesting to expenditures made during the reporting period. These reports are due no later than 30 days after the end of each reporting period. For example: If the monthly reporting period is July 1-31, the Payment Request is due August 30th; if the quarterly reporting period is January 1 – March 31, the Payment Request is due by April 30th.

Using the electronic grant management system to record expenses, Payment Requests must clearly identify the dates of services, a description of the specific contract deliverables provided during the reporting period, the quantity provided, and the payment amount. All Payment Requests are reviewed and may be audited to the satisfaction of the Department. The Department's determination of acceptable expenditures shall be conclusive.

The final Payment Request shall be submitted to the Department no more than 60 days after the end date of the award. Any payment due under the terms of this agreement may be withheld until performance of services, all reports due are received, and necessary adjustments have been approved by the Department.

The Recipient must maintain original supporting documentation for all funds expended and received under this agreement in sufficient detail for proper pre- and post-audit and to verify work performed was in accordance with the deliverable(s). Payment shall be contingent upon the Department's grant manager receiving and accepting the invoice and the associated supporting documentation. Supporting documentation includes, but is not limited to: quotes, procurement documents, purchase orders, original receipts, invoices, canceled checks or EFT records, bank statements, etc. The state's Chief Financial Officer (CFO) reserves the right to require further documentation on an as needed basis.

Failure to comply with these provisions shall result in forfeiture of reimbursement.


Award Signatures

In witness whereof, the parties affirm they each have read and agree to the conditions set forth in **Appendix E and Appendix F** of this agreement, have read and understand the agreement in its entirety and have executed this agreement by their duly authorized officers on the date, month and year set out below.

Modifications to this page, including strikeovers, whiteout, etc. are not permitted.

Award ID: 6N274
Award Title: C-6N274: Gilchrist LEAP Program FY23
Award Period: 07/01/2025 – 06/30/2026

**Florida Department of Law Enforcement
Bureau of Criminal Justice Grants**

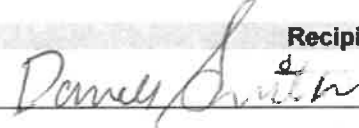
Signature:  Date: 3/18/26
Typed Name and Title: Cody Menacof, Bureau Chief

**Recipient
Gilchrist County BOCC**

The award is not valid until signed and dated by all required parties including either the Chief Official or Designee below. Any Designee signatures must be accompanied by documentation granting the authority to execute this agreement.

By signing below, I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of U.S. Code Title 18, Sections 2, 1001, 1343, and Title 31, Sections 3729-3730 and 3801-3812.

Recipient Chief Official

Signature:  Date: 03/18/2026
Typed Name and Title: Darrell Smith, Chairman BOCC

Recipient Chief Official Designee

Signature: _____ Date: _____
Printed Name and Title: _____

Additional Recipient Signatures (optional)

If your local process requires additional signatures (i.e., legal, clerk, etc.) use the spaces below.

Signature: _____ Date: _____
Printed Name and Title: _____

Signature: _____ Date: _____
Printed Name and Title: _____

Appendix A - Scope of Work

Award Number: 6N274
Recipient: Gilchrist County BOCC
Award Title: C-6N274: Gilchrist LEAP Program FY23
Award Period: 07/01/2025 - 06/30/2026

Problem Identification

Gilchrist County is a rural, financially constrained jurisdiction experiencing residential growth that is increasing the demand for law enforcement services. The Sheriff's Office is currently working to recruit additional deputies; however, limited budgeted funds have hindered the agency's ability to adequately staff positions. As a result, the department is experiencing staffing shortages that contribute to longer response times and increased overtime expenses required to maintain public safety coverage. Additional personnel are necessary to support core law enforcement functions such as patrol, responding to calls for service, investigating crimes, making arrests, and serving warrants. Without funding to support the training and development of new deputies, the agency's ability to provide the expected level of service and maintain effective law enforcement operations for the residents of Gilchrist County will remain limited.

Scope of Work

Gilchrist County will use grant funds to support the training, equipping, and development of one law enforcement officer trainee for the Sheriff's Office. Funding will cover costs associated with the Basic Law Enforcement Recruit Academy, including registration, tuition, state testing fees, salary for 40 hours per week, and applicable employee benefits during the training period. The selected applicant will attend the 770-hour Basic Law Enforcement Recruit Academy at Withlacoochee Technical College in Inverness and will be compensated for required classroom and training hours. Grant funds will also be used to outfit the trainee with essential law enforcement equipment necessary to safely and effectively perform deputy duties, including a ballistic vest and helmet, hand held radio, mobile Wi-Fi jet pack, defibrillator, mini recorder, digital camera, earpiece, window punch, GPS puck, collar badge, shoulder patches, flashlights, gun light, Glock handgun with holster, rifle with sling, duty belt with accessories, basket weave gear, Taser, cell phone, laptop, printer, uniforms, and related peripherals. Upon successful completion of the academy and the State Officer Certification Exam (SOCE), the trainee will be sworn in as a Deputy Sheriff, increasing the number of sworn deputies available to serve Gilchrist County and strengthening the agency's capacity to carry out essential law enforcement duties such as patrol, responding to calls for service, investigations, arrests, and maintaining public safety within the growing community.

Appendix B - Deliverables

Award Number: 6N274
Recipient: Gilchrist County BOCC
Award Title: C-6N274: Gilchrist LEAP Program FY23
Award Period: 07/01/2025 - 06/30/2026

Total payments for all deliverables will not exceed the maximum grant award amount.

Deliverable 1	Recipient will use federal grant funds to pay salary and benefits for a Deputy Recruit.
Minimum Performance Criteria:	Completion of progress with at least one activity described in the Scope of Work. Documentation includes an attestation of activities or services rendered through the submission of the payment request.
Financial Consequences:	This is a cost reimbursement deliverable. Only allowable activities completed as attested through the submission of the payment request will be eligible for payment.
Deliverable Price:	Total payments for this deliverable will be approximately \$23,560.50
Deliverable 2	Recipient will use federal grant funds to procure a Ballistic helmet, a Ballistic vest with panels, a Cell phone, a Defibrillator a Laptop, printer & peripherals, a Mobile W-Fi jet pack, a Motorola hand-held radio, a Officer Outfitting and a Taser.
Minimum Performance Criteria:	Performance will be the procurement and receipt of goods/services purchased.
Financial Consequences:	This is a cost reimbursement deliverable. Only those items purchased and received will be eligible for payment.
Deliverable Price:	Total payments for this deliverable will be approximately \$13,383.53
Deliverable 3	Recipient will use federal grant funds to pay for a Pre-employment medical exam and urinalysis at Chiefland Medical Center, Administration of Psychological Exam by Dr. Thomas, a GCSO Background investigation, GCSO fuel costs on agency vehicle, Hire right Medical - review of drug screen/urinalysis, a State Office Exam Fee, Uniforms, and Tuition at Withlacoochee Technical College.
Minimum Performance Criteria:	Performance will be the procurement and receipt of goods/services purchased.
Financial Consequences:	This is a cost reimbursement deliverable. Only those items purchased and received will be eligible for payment.
Deliverable Price:	Total payments for this deliverable will be approximately \$8,055.97

Appendix C - Approved Budget

Award Number:	6N274		
Recipient:	Gilchrist County BOCC		
Award Title:	C-6N274: Gilchrist LEAP Program FY23		
Award Period:	07/01/2025-06/30/2026		
Award Amount:	\$45,000.00	\$0.00	\$45,000.00
	Grant Funded	Match	Total

Standard Budget Terms

All items, quantities, and/or prices below are estimates based on the information available at the time of application.

The item(s) listed below may include additional individually priced, operationally necessary accessories, components, and/or peripherals and may be categorized as a "kit", "bundle", "system" etc.

Award funds may be used to pay for any applicable shipping, freight, and/or installation costs.

Award funds will NOT be used to pay for extended warranties, service agreements, contracts, etc., covering any periods that extend beyond the award end date. Funds may be prorated for services within the award period.

Any costs that exceed the award allocation will be the responsibility of the Recipient.

A. Personnel

Item Name	Description	Grant Funded	Match	Total
Deputy Recruit	Approximately 800 hours x \$18.75/hour for Trainee Logan White.	\$15,000.00	\$0.00	\$15,000.00
Total Cost: \$15,000				
A. Personnel Subtotal:				\$15,000.00

B. Fringe Benefits

Item Name	Description	Grant Funded	Match	Total
Employer paid health/life insurance	\$9792.00 annual premium pro-rated for 6 months (January - June)/\$816 per month only claiming \$4,896 for reimbursement.	\$4,896.00	\$0.00	\$4,896.00
FICA	FICA @ 7.65% x \$15,000 = \$1147.50	\$1,147.50	\$0.00	\$1,147.50
FRS employer contribution	Employer FRS retirement contribution \$15,000 x .1403 = \$2,104.50	\$2,104.50	\$0.00	\$2,104.50
Medicare	\$15,000 x 1.45% = \$217.50	\$217.50	\$0.00	\$217.50
Worker's Compensation	Workers compensation \$15,000 x \$.013 = \$195.00	\$195.00	\$0.00	\$195.00
B. Fringe Benefits Subtotal:				\$8,560.50

D. Equipment

Item Name	Description	Grant Funded	Match	Total
Ballistic helmet	(1) ballistic helmet @ \$400	\$400.00	\$0.00	\$400.00
Ballistic vest with	1 Ballistic Vest with steel or ceramic	\$1,370.53	\$0.00	\$1,370.53

panels	panels front and back, custom fit to user. @ \$1370.53 per unit			
Cell phone	(1) Android cell phone, single purchase, no recurring expense requested. 1 x \$300 each.	\$300.00	\$0.00	\$300.00
Defibrillator	1 Defibrillator @ \$2,200 each	\$2,200.00	\$0.00	\$2,200.00
Laptop, printer & peripherals	Panasonic Toughbook Laptop \$2,200 Mobile printer \$300	\$2,500.00	\$0.00	\$2,500.00
	Total Cost: \$2,500			
Mobile W-Fi jet pack	1 Mobile W-Fi jet pack @ \$400/unit	\$400.00	\$0.00	\$400.00
Motorola hand- held radio	1 handheld radio at \$1800 each	\$1,800.00	\$0.00	\$1,800.00
Officer Outfitting	mini-recorder \$20; tint meter \$110 digital camera \$23 2 ear pieces for radio \$11 = \$22 window punch \$15 GPS puck \$76 collar brass/badge (silver) \$150 shoulder patches \$30 flashlights \$150 gun light \$167 Glock handgun 9mm & holster \$600 9mm magazines and ammo \$ \$150 PSA AR 15 Rifle, sling and ammunition \$700 Duty belt with accessories, basketweave \$250	\$2,463.00	\$0.00	\$2,463.00
	Total Cost: \$2,463.00			
Taser	1 taser \$1,500 2 cartridges \$200 1 battery \$100 1 holster, molle attach system, and spare cartridge holster \$150	\$1,950.00	\$0.00	\$1,950.00
	Total Cost: \$1,950			
D. Equipment Subtotal:				\$13,383.53

H. Other Costs

Item Name	Description	Grant Funded	Match	Total
Chiefland Medical Center	Pre-employment medical exam and urinalysis for Logan White, as required by FSS 943.13 officer minimum qualifications for employment 1 x \$170	\$170.00	\$0.00	\$170.00
Dr Thomas	Administration of Psychological Exam as required by FSS 943.13 officer minimum qualifications for employment. 1 x \$300	\$300.00	\$0.00	\$300.00
GCSO - Background investigation	Background investigation as required by FSS 943.13 officer minimum qualifications for employment.	\$250.00	\$0.00	\$250.00

	1 x \$250			
GCSO Fuel costs (agency vehicle)	14,521 total miles to/from academy, vehicle avg 13 mpg = 1,117 x \$2.99/gal = \$3,350.77	\$3,350.77	\$0.00	\$3,350.77
Hire Right	Medical review officer review of drug screen/urinalysis as required by FSS 943.13 officer minimum qualifications for employment. 1 x \$85.20	\$85.20	\$0.00	\$85.20
State Office Exam Fee	State Officer Certification Exam Fee 1 x \$100	\$100.00	\$0.00	\$100.00
Uniforms	Uniforms (1) Class A Uniform \$150 (1) Class B Uniform \$50 (3) Patrol Uniform \$300	\$500.00	\$0.00	\$500.00
	Total Cost: \$500			
Withlacoochee Technical College	Estimated tuition Session 1 - \$2100 Session 2 - \$1200	\$3,300.00	\$0.00	\$3,300.00
	Total Cost: \$3,300			
H. Other Costs Subtotal:				\$8,055.97

Appendix D: Award Contacts

Award Number: 6N274
Recipient: Gilchrist County BOCC
Award Title: C-6N274: Gilchrist LEAP Program FY23
Award Period: 07/01/2025 - 06/30/2026

Recipient Grant Manager (GM)

Name: Benita Rolling
Title: Administrative Lieutenant
Address: 9239 S US HWY 129
Trenton, FL 32693-3215
Phone: 352-463-3410
Email: brolling@gcso.us

Recipient Chief Official (CO)

Name: Darrell Smith
Title: Chair - BOCC
Address: 209 SE First Street
Trenton, FL 32693-3215
Phone: 352-463-3198
Email: dsmith@gilchrist.fl.us

Recipient Chief Financial Officer (CFO)

Name: Richard Romans
Title: CFO
Address: 112 South Main St
Trenton, FL 32693-3215
Phone: 352-463-4600
Email: rromans@gilchrist.fl.us

Name:
Title:
Phone:
Email:

Appendix E: Special Conditions

Award Number: 6N274
Recipient: Gilchrist County BOCC
Award Title: C-6N274: Gilchrist LEAP Program FY23
Award Period: 07/01/2025 - 06/30/2026

In addition to the attached standard conditions, the above-referenced grant project is subject to the special conditions set forth below.

- S0001 At the time of application review, it was noted the Recipient's SAM.gov registration will expire on June 16, 2026. In order to prevent delays in payment, the Recipient should renew their registration in SAM.gov prior to the expiration date.
- S0048 The Recipient's internal controls do not appear to comply with the requirements outlined in the DOJ Grants Financial Guide and the Office of Management and Budget (OMB), Uniform Grant Requirements, 2 C.F.R. 200, specifically related to; providing written notice to employees regarding whistleblower protections. Documentation of compliance with these requirements must be in accordance with the standards identified in OMB's Uniform Requirements and the DOJ Grants Financial Guide and must be maintained and provided to the Office of Criminal Justice Grants at monitoring.
- S0050 The Recipient's inventory system does not appear to comply with the federal regulations identified in OMB's Uniform Requirements, 2 C.F.R. 200.313(d)(1), specifically related to federal share of the property cost. Documentation of compliance with these requirements must be in accordance with the standards identified in OMB's Uniform Requirements and must be maintained and provided to the Office of Criminal Justice Grants at monitoring.
- S0053 At the time of application, the Recipient's procurement policy does not appear to comply with all federal procurement requirements outlined in the Office of Management and Budget (OMB) Uniform Requirements, 2 CFR 200.318-320 (see Subaward Management Questionnaire (SMQ) section VIII). Documentation of compliance with these requirements must be in accordance with the standards identified in OMB's Uniform Requirements and must be maintained and provided to the Office of Criminal Justice Grants at monitoring.
- S0058 At the time of application, the Recipient indicated their organization is required to create and maintain an EEO Plan. The Recipient must provide a copy of their Utilization Report to the Office of Criminal Justice Grants at monitoring.
- S0063 This project requests funds for the purchase of body armor/ballistic vests. In accordance with JAG program requirements, body armor may be purchased at any threat level, make, or model, from any distributor or manufacturer provided the following requirements are met: (1) the vests have been tested and comply with the most current National Institute of Justice (NIJ) Compliant Products List as of the date the armor was ordered; (2) be made in the United States; and (3) be "uniquely fitted" and conform to the individual wearer to provide the best possible fit and coverage. The Recipient shall maintain documentation of compliance with this condition and provide it to the Office of Criminal Justice Grants at monitoring.
- W0067 **WITHHOLDING OF FUNDS:** This project requests funding for telecommunications and/or video surveillance equipment. Prior to the drawdown of funds for the hand held radio, wi-fi jet pack, laptop, printer, and a cellphone in accordance with the Office of Management and Budget (OMB) Uniform Requirements, 2 CFR 200.216, the Recipient

must provide documentation that the manufacturer and vendor are not on the Excluded Parties List in SAM.gov to the Office of Criminal Justice Grants.

- W0092 WITHHOLDING OF FUNDS: The project period for this award starts 07/01/2025. Prior to the drawdown of funds, the Recipient must submit all quarterly performance reports due since the start date of the award period.
- S0105 At the time of application, the Recipient indicated items under their OCO threshold would be inventoried. Recipients who purchase equipment with federal funds are required to maintain a Capital Asset/Equipment Inventory in accordance with §2 CFR 200.313(d)(1).
- S0110 At the time of application, the Recipient indicated that they do not have written procedures to report and investigate all grant funded property loss, theft, or damaged. Documentation of compliance with this requirement must be in accordance with the standards identified in OMB's Uniform Requirements and must be maintained and provided to the Office of Criminal Justice Grants at monitoring.

Appendix F – FY2023 Award Standard Conditions

The Florida Department of Law Enforcement (FDLE), Criminal Justice Grants (CJG) serves as the State Administering Agency (SAA) for various federal award programs awarded through the U.S. Department of Justice (DOJ), Office of Justice Programs (OJP). FDLE has been assigned as the certified Fiscal Agent for the Project Safe Neighborhoods awards by the U.S. Attorney. CJG awards funds to eligible applicants and requires compliance with the agreement and Standard Conditions upon signed acceptance of the award.

The Department will only reimburse recipients for authorized activities specified in the agreement. Failure to comply with provisions of this agreement, or failure to perform award activities as specified, will result in required corrective action including but not limited to financial consequences, project costs being disallowed, withholding of federal funds and/or termination of the project.

GENERAL REQUIREMENTS

All recipients must comply with the financial and administrative requirements set forth in the following:

Current edition of the U.S. Department of Justice (DOJ) Grants Financial Guide
<https://www.ojp.gov/doi-financial-guide-2022>

Office of Management and Budget (OMB) Uniform Grant Guidance (2 C.F.R. Part 200)
Subpart A, Definitions
Subparts B-D, Administrative Requirements
Subpart E, Cost Principles
Subpart F, Audit Requirements and all applicable Appendices

Code of Federal Regulations: <https://www.ecfr.gov/>
2 C.F.R. § 175.105(b), Award Term for Trafficking in Persons
28 C.F.R. § 38, Equal Treatment for Faith-Based Organizations
28 C.F.R. § 83, Government-Wide Requirements for Drug-Free Workplace
28 C.F.R. §§ 18, 22, 23, 30, 35, 42, 61, and 63

U.S. Code:
Title 34, U.S. Code, Crime Control and Law Enforcement
Title 41, U.S. Code § 4712, Enhancement of Contractor Protection from Reprisal for Disclosure of Certain Information
Title 34, U.S. Code, § 10101 et seq., "Omnibus Crime Control and Safe Streets Act of 1968"

State of Florida General Records Schedule GS1-SL for State and Local Government Agencies:
<https://files.floridados.gov/media/706717/qs1-sl-june-2023.pdf> and
<https://files.floridados.gov/media/706718/qs2-june-2023.pdf>

State of Florida Statutes:
Section 112.061, Fla. Stat., Per diem/travel expenses of public officers, employees, authorized persons
Chapter 119, Fla. Stat., Public Records
Section 215.34(2), Fla. Stat., State funds; non-collectible items; procedure
Section 215.97, Fla. Stat. Florida Single Audit Act
Section 215.971, Fla. Stat., Agreements funded with federal or state assistance
Section 215.985, Fla. Stat., Transparency in government spending
Section 216.181(6), Fla. Stat., Approved budgets for operations and fixed capital outlay

DEFINITIONS

Award agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302, 6304, is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal awarding agency or

pass-through entity's direct benefit or use; and is distinguished from a cooperative agreement in that it does not provide for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.

Disallowed costs means those charges to a Federal award that the Federal awarding agency or pass-through entity determines to be unallowable, in accordance with the applicable Federal statutes, regulations, or the terms and conditions of the Federal award.

Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000. See also the definitions of *capital assets*, *computing devices*, *general purpose equipment*, *information technology systems*, *special purpose equipment*, and *supplies* in 2 C.F.R. § 200.1.

Fiscal Agent refers to the agency responsible for the administration of the Project Safe Neighborhoods (PSN) award programs. FDLE has been assigned as the certified Fiscal Agent for PSN awards.

Improper payment means 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. Improper payment also includes 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 documentation prevents a reviewer from discerning whether a payment was proper.

Micro-purchase means a purchase of supplies or services using simplified acquisition procedures, the aggregate amount of which does not exceed the micro-purchase threshold. The non-Federal entity uses such procedures in order to expedite the completion of its lowest-dollar small purchase transactions and minimize the associated administrative burden and cost. The micro-purchase threshold is set by the Federal Acquisition Regulation in 48 CFR Subpart 2.1 (Definitions). It is \$10,000 except as otherwise discussed in Subpart 2.1 of that regulation, but this threshold is periodically adjusted for inflation.

Modified Total Direct Cost (MTDC) means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each award (regardless of the period of performance of the awards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each award in excess of \$25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.

Non-Federal entity is a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Non-federal pass-through entity is a non-Federal entity that provides an award to a recipient to carry out part of a Federal program; the Florida Department of Law Enforcement (FDLE) is the non-federal pass-through entity for this agreement, also referred to as the State Administering Agency (SAA).

Performance goal means a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared, including a goal expressed as a quantitative standard, value, or rate. In some instances (e.g., discretionary research awards), this may be limited to the requirement to submit technical performance reports (to be evaluated in accordance with agency policy).

Period of performance means the time during which the non-Federal entity may incur new obligations to carry out the work authorized under the Federal award. The Federal awarding agency or pass-through entity must include start and end dates of the period of performance in the Federal award (see §§ 200.211 Information contained in a Federal award paragraph (b)(5) and 200.332 Requirements for pass-through entities, paragraph (a)(1)(iv)).

Protected Personally Identifiable Information (PII) means an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to social security numbers; passport numbers; credit card numbers; clearances; bank numbers; biometrics; date and place of birth; mother's maiden name; criminal, medical, and financial records; and educational transcripts. This does not include PII that is required by law to be disclosed. (See also § 200.79 Personally Identifiable Information (PII)).

Questioned cost means a cost that is questioned by the auditor because of an audit finding 1) that resulted from a violation or possible violation of a statute, regulation, or the terms and conditions of a Federal award, including for funds used to match Federal funds; 2) where the costs, at the time of the audit, are not supported by adequate documentation; or 3) where the costs incurred appear unreasonable and do not reflect the actions a prudent person would take in the circumstances.

Simplified acquisition threshold means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 C.F.R. Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. § 1908. As of the publication of this part, the simplified acquisition threshold is \$250,000, but this threshold is periodically adjusted for inflation. (Also see definition of Micro-purchase, 2 C.F.R. § 200.67).

Subaward is an award provided by a pass-through entity to a recipient for the recipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual who is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Recipient means a non-Federal entity that receives an award from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program.

Supplies means all tangible personal property other than those described in § 200.33 Equipment. A computing device is a supply if the acquisition cost is less than the lesser of the capitalization level established by the non-Federal entity for financial statement purposes or \$5,000, regardless of the length of its useful life. See also §§ 200.20 Computing devices and 200.33 Equipment.

For PSN: Task Forces are established by each USAO to collaborate with a PSN team of federal, state, local, and tribal (where applicable) law enforcement and other community members to implement a strategic plan for investigating, prosecuting, and preventing violent crime.

SECTION I: TERMS AND CONDITIONS

1.0 Payment Contingent on Appropriation and Available Funds - The State of Florida's obligation to pay under this agreement is contingent upon an annual appropriation by the Florida Legislature. Furthermore, the obligation of the State of Florida to reimburse recipients for incurred costs is subject to available federal funds.

2.0 Commencement of Project - If a project is not operational within 60 days of the original start date of the award period or the date of award activation (whichever is later), the recipient must report by letter to the Department the steps taken to initiate the project, the reasons for delay, and the expected start date.

If a project is not operational within 90 days of the original start date of the award period or the date of award activation (whichever is later), the recipient must submit a second statement to the Department explaining the implementation delay.

Upon receipt of the ninety (90) day letter, the Department shall determine if the reason for delay is justified or shall, at its discretion, unilaterally terminate this agreement and re-obligate award funds to other Department approved projects. The Department, where warranted by extenuating circumstances, may extend the starting date of the project past the ninety (90) day period, but only by formal written adjustment to this agreement.

3.0 Supplanting - The recipient agrees that funds received under this award will not be used to supplant state or local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for award activities.

4.0 Non-Procurement, Debarment and Suspension - The recipient agrees to comply with Executive Order 12549, Debarment and Suspension and 2 C.F.R. § 180, "OMB Guidelines To Agencies On Governmentwide Debarment And Suspension (Non-procurement)". These procedures require the recipient to certify it shall not enter into any lower tiered covered transaction with a person who is debarred, suspended, declared ineligible or is voluntarily excluded from participating in this covered transaction, unless authorized by the Department. If the award is \$100,000 or more, the sub recipient and implementing agency certify that they and their principals:

- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency;
- 2) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a 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;
- 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (a)(ii) of the "Lobbying, Debarment and Drug Free Workplace" certification; and
- 4) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

5.0 Federal Restrictions on Lobbying - In general, as a matter of federal law, federal funds may not be used by any recipient or subrecipient at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. § 1913.

Another federal law generally prohibits federal funds from being used by any recipient or subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal award or cooperative agreement, subaward, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. § 1352.

6.0 State Restrictions on Lobbying - In addition to the provisions contained above, the expenditure of funds for the purpose of lobbying the legislature or a state agency is prohibited under this agreement.

7.0 Additional Restrictions on Lobbying - The recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the Office of Justice Programs.

8.0 "Pay-to-Stay" - Funds from this award may not be used to operate a "pay-to-stay" program in any local jail. Furthermore, no funds may be given to local jails that operate "pay-to-stay" programs. "Local jail", as referenced in this condition, means an adult facility or detention center owned and/or operated by city, county, or municipality. It does not include juvenile detention centers. "Pay-to-stay" programs as referenced in this condition, means a program by which extraordinary services, amenities and/or accommodations, not otherwise available to the general inmate population, may be provided, based upon an offender's apparent ability to pay, such that disparate conditions of confinement are created for the same or similar offenders within a jurisdiction.

- 9.0 The Coastal Barrier Resources Act** - The recipient will comply and assure the compliance of all contractors with the provisions of the Coastal Barrier Resources Act (P.L. No. 97-348) dated October 18, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new federal funds within the units of the Coastal Barrier Resources System.
- 10.0 Background Check** - Whenever a background screening for employment or a background security check is required by law for employment, unless otherwise provided by law, the provisions of Section 435, Florida Statutes shall apply. All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of the subsection, security background investigations shall include, but not be limited to, employment history checks, fingerprinting for all purposes and checks in this subsection, statewide criminal and juvenile records checks through the Florida Department of Law Enforcement, and federal criminal records checks through the Federal Bureau of Investigation, and may include local criminal records checks through local law enforcement agencies. Such background investigations shall be conducted at the expense of the employing agency or employee.
- 11.0 Confidentiality of Data** - The recipient (or subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. § 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate in accordance with the requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23. Privacy Certification forms must be signed by the recipient chief official or an individual with formal, written signature authority for the chief official.
- 12.0 Conferences and Inspection of Work** - Conferences may be held at the request of any party to this agreement. At any time, a representative of the Department, of the U.S. Department of Justice, or the Auditor General of the State of Florida, have the right of visiting the project site to monitor, inspect and assess work performed under this agreement.
- 13.0 Insurance for Real Property and Equipment** - The recipient must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by the non-Federal entity.
- 14.0 Flood Disaster Protection Act** - The subrecipient will comply with Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, requiring that the purchase of flood insurance in communities where such insurance is available as a condition of the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified as an area having special flood hazards.
- 15.0 General Appropriations Restrictions** - The recipient must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes as set forth in the Consolidated Appropriations Act, 2018.
- 16.0 Immigration and Nationality Act** - No public funds will intentionally be awarded to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324(a), Section 274(A) of the Immigration and Nationality Act ("INA"). The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274(A) of the INA. Such violation by the recipient of the employment provisions contained in Section 274(A) of the INA shall be grounds for unilateral cancellation of this contract by the Department.
- 17.0 For NCHIP & NARIP: Enhancement of Security** - If funds are used for enhancing security, the recipient must:
- 1) Have an adequate process to assess the impact of any enhancement of a school security measure that is undertaken on the incidence of crime in the geographic area where the enhancement is undertaken.
 - 2) Conduct such an assessment with respect to each such enhancement; and submit to the Department the aforementioned assessment in its Final Program Report.

- 18.0 Personally Identifiable Information Breaches** - The recipient (or subrecipient at any tier) must have written procedures in place to respond in the event of actual or imminent "breach" (OMB M-17-12) if it: 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" within the scope of an OJP award-funded program or activity, or 2) uses or operates a "federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to FDLE's Criminal Justice Grants for subsequent reporting to the OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.
- 19.0 Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards** - Consistent with Executive Order 14074, "Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety," OJP has prohibited the use of federal funds under this award for purchases or transfers of specified equipment by law enforcement agencies. In addition, OJP requires the recipient, and any subrecipient ("subgrantee") at any tier, to put in place specified controls prior to using federal funds under this award to acquire or transfer any property identified on the "controlled equipment" list. The details of the requirement are posted on the OJP web site at <https://www.ojp.gov/funding/explore/prohibited-and-controlled-equipment>, and are incorporated by reference here.
- 20.0 Exceptions regarding Prohibited and Controlled Equipment under OJP awards** - Notwithstanding any provision to the contrary in the other terms and conditions of this award, including in the condition regarding "Compliance with restrictions on the use of federal funds-- prohibited and controlled equipment under OJP awards," the requirements for the "Transfer/Sale of Award-Funded Controlled Equipment to Other LEAs" and the requirements for the "Transfer/Sale of Award-Funded Controlled Equipment to NON-LEAs" do not apply to this award.

SECTION II: CIVIL RIGHTS REQUIREMENTS

- 1.0 Participant Notification of Non-discrimination** - FDLE does not discriminate on the basis of race, color, religion, national origin, sex, disability or age in the delivery of services, benefits or in employment.
- 2.0 Title VI of the Civil Rights Act of 1964** - The recipient, or subrecipient at any tier, must comply with Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, and the DOJ implementing regulations, 28 C.F.R. pt. 42, subpts. C & D, which prohibits discrimination in federally assisted programs based on race, color, and national origin in the delivery of services.
- 3.0 Equal Employment Opportunity Program (EEO) –** The recipient and/or implementing agency must comply with all applicable requirements in 28 C.F.R. § 42, Subpart E, including preparing a Verification Form within 120 days from the initial award date and annually thereafter, and preparing an EEO Plan if required.

Recipients are required to use the Office for Civil Rights EEO Reporting Tool to satisfy this condition (<https://ojp.gov/about/ocr/eeop.htm>).

- 4.0 Title IX of the Education Amendments of 1972** - If the recipient operates an education program or activity, the recipient must comply with all applicable requirements of 20 U.S.C. § 1681, and the DOJ implementing regulation at 28 C.F.R. § 54, which prohibits discrimination in federally assisted education programs based on sex both in employment and in the delivery of services.
- 5.0 Partnerships with Faith-Based and other Neighborhood Organizations** - The recipient or subrecipient at any tier, must comply with all applicable requirements of 28 C.F.R. § 38, "Partnerships with Faith-Based and other Neighborhood Organizations", specifically including the provision for written notice to current or prospective program beneficiaries.
- 6.0 Title II of the Americans with Disabilities Act of 1990** - Recipients who are public entities must comply with the requirements of the Americans with Disabilities Act (ADA), 42 U.S.C. § 12132, and

the DOJ implementing regulation at 28 C.F.R. pt. 35, which prohibits discrimination on the basis of disability both in employment and in the delivery of services, including provision to provide reasonable accommodations.

- 7.0 **Section 504 of the Rehabilitation Act of 1973** - Recipients must comply with all provisions of 28 U.S.C. § 794, and the DOJ implementing regulation at 28 C.F.R. pt. 42, subpt. G, which prohibits discrimination in federally assisted programs on the basis of disability in both employment and the delivery of services.
- 8.0 **Age Discrimination Act of 1975** - Recipients must comply with all requirements of 42 U.S.C. § 6102, and the DOJ implementing regulation at 28 C.F.R. pt. 42, subpt. I, which prohibits discrimination based on age in the delivery of services in federally assisted programs.
- 9.0 **Omnibus Crime Control and Safe Streets Act of 1968** – Recipients must comply with all provisions of 34 U.S.C. § 10228(c), and the DOJ implementing regulations at 28 C.F.R. pt. 42, subpts. D & E, which prohibits discrimination in programs funded under the statute on the basis of race, color, national origin, sex, and religion, both in employment and in the delivery of services.
- 10.0 **Limited English Proficiency (LEP)** - In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with LEP. FDLE strongly advises recipients to have a written LEP Language Access Plan. For more information visit www.lep.gov.
- 11.0 **Finding of Discrimination** - In the event a federal or state court or federal or state administrative agency makes, after a due process hearing, a finding of discrimination on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to FDLE and to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.
- 12.0 **Filing a Complaint** - If an employee, applicant, or client of a recipient has a discrimination complaint against the recipient, they may file a complaint with the recipient, with FDLE, or with the Office for Civil Rights.

Discrimination complaints may be submitted to FDLE at Office of the Inspector General, Post Office Box 1489, Tallahassee, Florida 32302-1489, or online at info@fdle.state.fl.us. Any discrimination complaints filed with FDLE will be reviewed by FDLE's Inspector General and referred to the Office for Civil Rights, the Florida Commission on Human Relations, or the Equal Employment Opportunity Commission, based on the nature of the complaint.

Discrimination complaints may also be submitted to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, 810 7th Street, Northwest, Washington, D.C. 20531, or at <https://www.ojp.gov/program/civil-rights-office/filing-civil-rights-complaint>.

For additional information on procedures for filing discrimination complaints, please visit <https://www.fdle.state.fl.us/FDLE-Grants/Office-of-Criminal-Justice-Grants/Contact-Us>.

- 13.0 **Retaliation** - In accordance with federal civil rights laws, the recipient shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.
- 14.0 **Non-discrimination Contract Requirements** - Recipients must include comprehensive Civil Rights nondiscrimination provisions in all contracts funded by the recipient.
- 15.0 **Pass-through Requirements** - Recipients are responsible for the compliance of contractors and other entities to whom they pass-through funds including compliance with all Civil Rights requirements. These additional tier subrecipients must be made aware that their employees, applicants, or clients may file a discrimination complaint with the recipient, with FDLE, or with the USDOJ Office for Civil Rights and provided the contact information.

- 16.0 Civil Rights Training Requirements** - In accordance with Office of Justice Programs (OJP) requirements, the grant manager of the recipient entity responsible for managing awards from FDLE Criminal Justice Grants, will be required to complete a two part Civil Rights Training and maintain copies of the training certificates within their award files to be provided upon request at monitoring.

SECTION III: FINANCIAL REQUIREMENTS AND RESPONSIBILITY

- 1.0 Fiscal Control and Fund Accounting Procedures** - All expenditures and cost accounting of funds shall conform to the DOJ Grants Financial Guide and 2 C.F.R. § 200 as applicable, in their entirety.

Recipients are required to establish and maintain adequate accounting systems and financial records and to accurately account for funds awarded to them. Financial management systems must be able to record and report on the receipt, obligation, and expenditure of award funds. Systems must also be able to accommodate a fund and account structure to separately track receipts, expenditures, assets, and liabilities for awards, programs, and additional tiered subrecipients. The awarded funds may or may not be an interest-bearing account, but any earned interest must be accounted for as program income and used for program purposes before the federal award period end date. Any unexpended interest remaining at the end of the federal award period must be refunded to the Criminal Justice Grants for transmittal to DOJ.

- 2.0 Match** - The value or amount of any "non-federal share," "match," or cost-sharing contribution incorporated into the approved budget is part of the "project cost" for purposes of the 2 C.F.R. § 200 Uniform Requirements, and is subject to audit. In general, the rules and restrictions that apply to award funds from federal sources also apply to funds in the approved budget that are provided as "match" or through "cost sharing."

SECTION IV: AWARD MANAGEMENT AND REPORTING REQUIREMENTS

- 1.0 Obligation of Funds** - Award funds shall not be obligated prior to the start date, or subsequent to the end date, of the award. Only project costs incurred on or after the effective date, and on or prior to the termination date of the recipient's project are eligible for reimbursement.

- 2.0 Use of Funds** - Federal funds may only be used for the purposes in the recipient's approved award agreement.

- 3.0 Advance Funding** - Advance funding may be provided to a recipient upon a written request to the Department.

- 4.0 Performance Reporting** - The recipient shall submit Monthly or Quarterly Project performance achievements and performance questionnaires to the Department, within fifteen (15) days after the end of the reporting period. Performance reporting must clearly articulate the activities that occurred within the reporting period, including descriptions of major accomplishments, milestones achieved, and/or barriers or delays encountered. Additional information may be required if necessary to comply with federal reporting requirements. Performance achievements and performance questionnaires that are not complete, accurate, and timely may result in sanctions, as specified in Section IV, Award Management and Reporting Requirements.

- 5.0 Financial Consequences for Failure to Perform** - In accordance with Section 215.971, Florida Statutes, payments for state and federal financial assistance must be directly related to the scope of work and meet the minimum level of performance for successful completion. If the recipient fails to meet the minimum level of service or performance identified in this agreement, the Department will apply financial consequences commensurate with the deficiency. Financial consequences may include but are not limited to withholding payments or reimbursement until the deficiency is resolved, tendering only partial payment/reimbursement, imposition of other financial consequences according to the Standard Conditions as applicable, and/or termination of contract and requisition of goods or services from an alternate source. Any payment made in reliance on recipient's evidence of performance, which evidence is subsequently determined to be erroneous, will be immediately due to the Department as a refund.

- 6.0 Award Amendments** - Recipients must submit an award amendment through the electronic grant management system for major substantive changes such as changes in project activities or scope of the project, target populations, service providers, implementation schedules, and designs or research plans set forth in the approved agreement and for any budget changes that affect a cost category that was not included in the original budget. Amendments are also required when there will be a transfer of 10% or more of the total budget between budget categories, or there is an indirect cost rate category change.

Recipients may transfer up to 10% of the total budget between current, approved budget categories without prior approval as long as the funds are transferred to an existing line item.

Under no circumstances can transfers of funds increase the total budgeted award.

Retroactive (after-the-fact) approval of project adjustments or items not currently in the approved award will only be considered under extenuating circumstances. Recipients who incur costs prior to approval of requested adjustments do so at the risk of the items being ineligible for reimbursement under the award.

All requests for changes, including requests for project period extensions, must be submitted in the electronic grant management system no later than thirty (30) days prior to award expiration date.

- 7.0 Financial Expenditures and Reporting** - The recipient shall close the expense reporting period either on a Monthly or Quarterly basis. For any reporting period the recipient is seeking reimbursement, a payment request must also be submitted in the grant management system. Closing of the reporting period and Payment Requests are due thirty (30) days after the end of the reporting period with the exception of the final reporting period.

All project expenditures for reimbursement of recipient costs shall be submitted on the Project Expenditure Report Forms prescribed and provided by the Criminal Justice Grants (CJG) through the electronic grant management system.

All Project Expenditure Reports shall be submitted in sufficient detail for proper pre-audit and post-audit.

All reports must relate financial data to performance accomplishments.

An expenditure report is not required when no reimbursement is being requested; however, recipients should close the associated reporting period in the electronic grant management system.

Before the "final" Payment Request will be processed, the recipient must submit to the Department all outstanding Performance Achievements and must have satisfied all withholding, special, and monitoring conditions. Failure to comply with the above provisions shall result in forfeiture of reimbursement.

- 8.0 Project Income (PGI)** - All income generated as a direct result of a project shall be deemed program income. Program income from asset seizures and forfeitures is considered earned when the property has been adjudicated to the benefit of the plaintiff (i.e., law enforcement entity).

The recipient shall submit a PGI Earnings and Expenditures form in the electronic grant management system as soon as PGI is earned or expended. Prior to expending funds, the recipient shall submit a PGI Spending Request form for CJG approval. All PGI expenditures must directly relate to the project being funded and must be allowable under the federal award.

Additionally, any unexpended PGI remaining at the end of the federal award period must be submitted to CJG for transmittal to the Bureau of Justice Assistance.

- 9.0 Recipient Integrity and Performance Matters** - Requirement to report information on certain civil, criminal, and administrative proceedings to CJG, SAM and FAPIIS.

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this award or any other grant, cooperative agreement, or procurement contract from the federal

government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management ("SAM"), to the designated federal integrity and performance system ("FAPIS").

- 10.0 Verification and updating of Recipient Grant Manager contact information** - The recipient must verify its Recipient Grant Manager (GM) contact information in AmpliFund, including telephone number and e-mail address, is current and correct. If any information is incorrect or has changed, an authorized user of the recipient must make changes to the GM information in AmpliFund and provide the GM's contact information to the CJG grant manager within thirty days of the change.

SECTION V: MONITORING AND AUDITS

- 1.0 Access to Records** - The Florida Department of Law Enforcement, the Auditor General of the State of Florida, the U.S. Department of Justice, the U.S. Comptroller General or any of their duly authorized representatives, shall have access to books, documents, papers and records of the recipient and contractors for the purpose of audit and examination according to the Financial Guide. At any time, a representative of the Department, the U.S. Department of Justice, or the Auditor General of the State of Florida, have the right to visit the project site to monitor, inspect and assess work performed under this agreement.

The Department reserves the right to unilaterally terminate this agreement if the recipient or contractor refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of Chapter 119, Florida Statutes, unless specifically exempted and/or made confidential by operation of Chapter 119, Florida Statutes, and made or received by the recipient or its contractor in conjunction with this agreement.

The recipient will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.

- 2.0 Assessments and Evaluations** - The recipient agrees to participate in a data collection process measuring program outputs and outcomes as outlined by the Office of Justice Programs. The recipient agrees to cooperate with any assessments, national evaluation efforts, and/or information or data collection requests related to activities under this award.
- 3.0 Monitoring** - The recipient agrees to comply with FDLE's award monitoring guidelines, protocols, and procedures; and to cooperate with FDLE on all award monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide FDLE all documentation necessary to complete monitoring of the award. Further, the recipient agrees to abide by reasonable deadlines set by FDLE for providing requested documents. Failure to cooperate with award monitoring activities may result in sanctions affecting the recipient's award, including, but not limited to: withholding and/or other restrictions on the recipient's access to funds, referral to the Office of the Inspector General for audit review, designation of the recipient as a FDLE High Risk grantee, or termination of award(s).
- 4.0 Property Management** - The recipient shall establish and administer a system to protect, preserve, use, maintain and dispose of any property furnished to it by the Department or purchased pursuant to this agreement according to federal property management standards set forth in the DOJ Grants Financial Guide and 2 C.F.R. § 200.313. This obligation continues as long as the recipient retains the property, notwithstanding expiration of this agreement.
- 5.0 Award Closeout** - Award Closeout will be initiated by the Department after the final payment request has been processed. The final payment request must be submitted within sixty (60) days of the end date of the award. All performance achievements and performance questionnaires must be completed before the award can be closed.
- 6.0 High Risk Recipients** - If a recipient is designated "high risk" by a federal award-making agency, currently or at any time during the course of the period of performance under this award, the recipient

must disclose that fact and certain related information to FDLE's CJG. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

- 7.0 Imposition of Additional Requirements** - The recipient agrees to comply with any additional requirements that may be imposed by CJG during the period of performance for this award if the recipient is designated as "high-risk" for purposes of the DOJ high-risk list.
- 8.0 Retention of Records** - The recipient shall maintain all records and documents for a minimum of five (5) years from the date of the final financial statement and be available for audit and public disclosure upon request of duly authorized persons. The recipient shall comply with State of Florida General Records Schedule GS1-SL for State and Local Government Agencies: <https://files.floridados.gov/media/706717/g1-sl-june-2023.pdf>.
- 9.0 Disputes and Appeals** - The Department shall make its decision in writing when responding to any disputes, disagreements, or questions of fact arising under this agreement and shall distribute its response to all concerned parties. The recipient shall proceed diligently with the performance of this agreement according to the Department's decision. If the recipient appeals the Department's decision, the appeal also shall be made in writing within twenty-one (21) calendar days to the Department's clerk (agency clerk). The recipient's right to appeal the Department's decision is contained in Chapter 120, Florida Statutes, and in procedures set forth in Rule 28-106.104, Florida Administrative Code. Failure to appeal within this time frame constitutes a waiver of proceedings under Chapter 120, Florida Statutes.
- 10.0 Failure to Address Audit Issues** - The recipient understands and agrees that FDLE's CJG may withhold award funds, or may impose award conditions or other related requirements, if (as determined by CJG) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the 2 C.F.R. § 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews.
- 11.0 Single Annual Audit** - Recipients that expend \$1,000,000 or more in a year in total federal award funding shall have a single audit or program-specific audit conducted for that year. The audit shall be performed in accordance with the OMB 2 C.F.R. § 200 Subpart F – Audit Requirements and other applicable federal law. The contract for this agreement shall be identified in the Schedule of Federal Financial Assistance in the subject audit. The contract shall be identified as federal funds passed through the Florida Department of Law Enforcement and include the contract number, CFDA number, award amount, contract period, funds received and disbursed. When applicable, the recipient shall submit an annual financial audit that meets the requirements of 2 C.F.R. § 200 Subpart F, "Audit Requirements" Section 215.97, Florida Statutes, "Florida Single Audit Act" and Rules of the Auditor General, Chapter 10.550, and Chapter 10.650, "Local Governmental Entity Audits" and "Florida Single Audit Act Audits Nonprofit and For-Profit Organizations."

A complete audit report that covers any portion of the effective dates of this agreement must be performed and submitted to the Federal Audit Clearinghouse within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Submissions must include required elements described in Appendix X to 2 C.F.R. § 200 on the specified Data Collection Form (Form SF-SAC).

Records shall be made available upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Department.

Recipients that expend less than \$1,000,000 in federal awards during a fiscal year are exempt from the Single Audit Act audit requirements for that fiscal year. In this case, written notification, in the form of the "Certification of Audit Exemption" form, shall be provided to the Department by the Chief Financial Officer,

or designee, that the recipient is exempt. This notice shall be provided to the Department no later than March 1 following the end of the fiscal year.

SECTION VI: AWARD PROCUREMENT AND COST PRINCIPLES

- 1.0 Procurement Procedures** - Recipients must have written procedures for procurement transactions. Procedures must conform to applicable Federal law and the standards in 2 C.F.R. §§ 200.318-326.

This condition applies to agreements that CJG considers to be a procurement “contract”, and not a second-tier award.

The details of the advance approval requirement to use a noncompetitive approach in a procurement contract under this award are posed on the OJP website at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm>.

Additional information on Federal purchasing guidelines can be found in the Guide to Procurements Under DOJ Grants and Cooperative agreements at <https://www.ojp.gov/doj-guide-to-procurement-procedures>.

- 2.0 Cost Analysis** - A cost analysis must be performed by the recipient if the cost or price is at or above the \$35,000 acquisition threshold and the contract was awarded non-competitively in accordance with Section 216.3475, Florida Statutes. The recipient must maintain records to support the cost analysis, which includes a detailed budget, documented review of individual cost elements for allowability, reasonableness, and necessity. See also: [Reference Guide for State Expenditures](#).
- 3.0 Allowable Costs** - Allowance for costs incurred under the award shall be determined according to the general principles and standards for selected cost items set forth in the DOJ Grants Financial Guide and 2 C.F.R. Part 200, Subpart E, “Cost Principles”.
- 4.0 Unallowable Costs** - Payments made for costs determined to be unallowable by either the Federal awarding agency, or the Department, either as direct or indirect costs, must be refunded (including interest) to FDLE and the Federal Government in accordance with instructions that determined the costs are unallowable unless state or Federal statute or regulation directs otherwise. See also 2 C.F.R. §§ 200.300-309.
- 5.0 Unmanned Aircraft Systems (UAS)** - The recipient agrees that no funds under this award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.
- 6.0 Facial Recognition Technology (FRT)** - In accepting this award, the recipient agrees that grant funds cannot be used for Facial Recognition Technology (FRT) unless the recipient has policies and procedures in place to ensure that the FRT will be utilized in an appropriate and responsible manner that promotes public safety, and protects privacy, civil rights, and civil liberties and complies with all applicable provisions of the U.S. Constitution, including the Fourth Amendment’s protection against unreasonable searches and seizures and the First Amendment’s freedom of association and speech, as well as other laws and regulations. Recipients utilizing funds for FRT must make such policies and procedures available to DOJ upon request.
- 7.0 Body Armor** - Certification of body armor “mandatory wear” policies, and compliance with NIJ standards. If recipient uses funds under this award to purchase body armor, the recipient must submit a signed certification that each law enforcement agency receiving body armor purchased with funds from this award has a written “mandatory wear” policy in effect. The recipient must keep signed certifications on file for any subrecipients planning to utilize funds from this award for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any funds from this award may be used by an agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty. **For PSN**, if recipient uses funds under this award to purchase body armor, the recipient is strongly encouraged to have a “mandatory wear” policy in effect. There are no requirements regarding the nature

of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards, and is listed on the NIJ Compliant Body Armor Model List. In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information and the NIJ Compliant Body Armor List may be found by following the links located on the NIJ Body Armor page: <https://nij.ojp.gov/topics/equipment-and-technology/body-armor>.

- 8.0 Indirect Cost Rate** - A recipient that is eligible to use the "de minimis" indirect cost rate described in 2 C.F.R. § 200.414(f), and elects to do so, must advise CJG in writing of both its eligibility and its election, and must comply with all associated requirements in the 2 C.F.R. § 200 and Appendix VII.
- 9.0 Sole Source** - If the project requires a non-competitive purchase from a sole source, the recipient must complete the Sole Source Justification for Services and Equipment Form and submit to CJG upon application for pre-approval. If the recipient is a state agency and the cost meets or exceeds \$250,000, the recipient must also receive approval from the Florida Department of Management Services (DMS) (See § 287.057(5), Fla. Stat.). Additional details on the sole source requirement can be found at 2 C.F.R. § 200 and the DOJ Grants Financial Guide.
- 10.0 Personnel Services** - Recipients may use award funds for eligible personnel services including salaries, wages, and fringe benefits, including overtime in accordance with the DOJ Grants Financial Guide Section 3.9 - Compensation for Personal Services, consistent with the principles set out in 2 C.F.R. § 200, Subpart E and those permitted in the federal program's authorizing legislation. Recipient employees should be compensated with overtime payments for work performed in excess of the established work week and in accordance with the recipient's written compensation and pay plan.

Documentation - Charges for salaries, wages, and fringe benefits must be supported by a system of internal controls providing reasonable assurance that charges are accurate, allowable, and properly allocated. Documentation supporting charges must be incorporated into the official records of the organization.

Charges made to the Personnel Budget Category must reasonably reflect the total time and activity for which the employee is compensated by the organization and cover both federally funded and all other activities. The records may include the use of subsidiary records as defined in the organization's written policies. Where award recipients work on multiple award programs or cost activities, documentation must support a reasonable allocation or distribution of costs among specific activities or cost objectives.

Federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. An award recipient may compensate an employee at a higher rate, provided the amount in excess of the compensation limitation is not paid with federal funds.

- 11.0 Contractual Services** - The recipient must 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 as described in 2 C.F.R. § 200.318, General procurement.

Requirements for Contractors of Recipients - The recipient assures the compliance of all contractors with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended 34 U.S.C. § 10101 et seq.; the provisions of the current edition of the DOJ Grants Financial Guide (<https://www.ojp.gov/doi-financial-guide-2022>); and all other applicable federal and state laws, orders, circulars, or regulations. The recipient must pass-through all requirements and conditions applicable to the federal award to any subcontract. The term "contractor" is used rather than the term "vendor" and means an entity that receives a contract as defined in 2 C.F.R. § 200.22, the nature of the contractual relationship determines the type of agreement.

Approval of Consultant Contracts - Compensation for individual consultant services must be reasonable and consistent with that paid for similar services in the marketplace. The Federal awarding agency and pass-through entity must review and approve in writing all consultant contracts prior to employment of a consultant when the individual compensation rate exceeds \$650 (excluding travel and subsistence costs) per eight-hour day, or \$81.25 per hour. A detailed justification must be submitted to and approved by FDLE, who will coordinate written approval of the Federal awarding agency, prior to recipient obligation or expenditures of such funds. Approval shall be based upon the contract's compliance with requirements found in the Financial Guide Section 3.6 Consultant Rates and applicable state statutes. The Department's approval of the recipient agreement does not constitute approval of individual consultant contracts or rates. If consultants are hired through a competitive bidding process (not sole source), the \$650 threshold does not apply.

- 12.0 **FFATA Reporting Requirements** - Recipients that enter into awards of \$30,000 or more should review the Federal Funding Accountability and Transparency Act of 2006 (FFATA), website for additional reporting requirements at <https://ojp.gov/funding/Explore/FFATA.htm>.
- 13.0 **Travel and Training** - The cost of all travel shall be reimbursed according to the recipient's written travel policy. If the recipient does not have a written travel policy, cost of all travel will be reimbursed according to State of Florida Travel Guidelines Section 112.061, Florida Statutes. Any foreign travel must obtain prior written approval from the Federal awarding agency and pass-through entity.
- 14.0 **Expenses Related to Conferences, Meetings, Trainings, and Other Events** - Award funds requested for meetings, retreats, seminars, symposia, events, and group training activities and related expenses must receive written pre-approval from the Federal awarding agency and pass-through entity and comply with all provisions in 2 C.F.R. § 200.432 and DOJ Grants Financial Guide Section 3.10; Conference Approval, Planning, and Reporting. Award applications requesting approval for meeting, training, conference, or other event costs must include a completed Conference & Events Submission Form for approval prior to obligating award funds for these purposes.
- 15.0 **Training and Training Materials** - Any training or training materials that has been developed or delivered with award funding under this award must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at www.ojp.gov/funding/ojptrainingguidingprinciples.htm.
- 16.0 **Publications, Media, Websites, and Patents Ownership of Data and Creative Material** - Ownership of material, discoveries, inventions, and results developed, produced, or discovered subordinate to this agreement is governed by the terms of the DOJ Grants Financial Guide and 2 C.F.R. 200.315.

Written, Visual, or Audio Publications - Publication costs for electronic and print media, including distribution, promotion, and general handling are allowable. If these costs are not identifiable with a particular direct cost objective, it should be allocated as indirect costs. Publication includes writing, editing, and preparing the illustrated material (including videos and electronic mediums).

Recipients must request pre-approval in writing for page charges for professional journal publications. All publication materials must comply with provisions in 2 C.F.R. § 200.461 and DOJ Grants Financial Guide, Section 3.9; Allowable Costs – Publication.

Recipients must submit for review and approval one (1) copy of any written materials to be published, including web-based materials and website content, to be paid under this award at least thirty (30) days prior to the targeted dissemination date.

Any written, visual, or audio publications funded in whole or in part under this award, with the exception of press releases, must contain the following statements identifying the federal award:

"This project was supported by [Federal Award Number] awarded by the [Bureau of Justice Assistance/Bureau of Justice Statistics]. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for

Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice."

Websites - Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service:

"This Web site is funded in whole or in part through a grant from the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)."

The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

Patents - Recipients are subject to applicable regulations governing patents and inventions, including government wide regulations issued by the Department of Commerce (37 C.F.R. § 401 and 2 C.F.R. § 200.315(c)).

Recipients must promptly and fully report to FDLE and the Federal awarding agency if any program produces patentable items, patent rights, processes, or inventions, in the course of work sponsored under this award.

- 17.0 For NCHIP & NICS: Purchase of Automated Fingerprint Identification System (AFIS)** - AFIS equipment purchased under this award must conform to the American National Standards Institute (ANSI) Standard, "Data Format for the Interchange of Fingerprint, Facial & Other Biometric Information" (ANSI/NIST-ITL 1-2007 PART 1) and any other applicable standards set forth by the Federal Bureau of Investigation (FBI).

18.0 Information Technology Projects

Criminal Intelligence Systems - The recipient agrees that any information technology system funded or supported by the Office of Justice Programs funds will comply with 28 C.F.R. § 23, Criminal Intelligence Systems Operating Policies, if the Office of Justice Programs determines this regulation to be applicable. Should the Office of Justice Programs determine 28 C.F.R. § 23 to be applicable, the Office of Justice Programs may, at its discretion, perform audits of the system, as per 28 C.F.R. § 23.20(g). Should any violation of 28 C.F.R. § 23 occur, the recipient may be fined as per 34 U.S.C. § 10231. The recipient may not satisfy such a fine with federal funds.

The recipient understands and agrees that no awarded funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. In doing so the recipient agrees that these restrictions will not limit the use of awarded funds necessary for any federal, state, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecutions, or adjudication activities.

State IT Point of Contact - The recipient must ensure that the State IT Point of Contact receives written notification regarding any information technology project funded by this award during the obligation and expenditures period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these award funds. In addition, the recipient must maintain an administrative file documenting the meeting of this requirement. For a list of State IT Points of Contact, go to <https://it.ojp.gov/technology-contacts>.

The State IT Point of Contact will ensure the recipient's project follows a statewide comprehensive strategy for information sharing systems that improve the functioning of the criminal justice system, with an emphasis on integration of all criminal justice components, law enforcement, courts, prosecution, corrections, and probation and parole.

Interstate Connectivity - To avoid duplicating existing networks or IT systems in any initiatives funded by the Bureau of Justice Assistance for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of the Bureau of Justice Assistance that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

- 19.0 Interoperable Communications Guidance** - Recipients using funds to support emergency communications activities must comply with the current SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. Emergency communications activities include the purchase of Interoperable Communications Equipment and technologies such as voice-over-internet protocol bridging or gateway devices, or equipment to support the build out of wireless broadband networks in the 700 MHz public safety band under the Federal Communications Commission (FCC) Waiver Order. SAFECOM guidance can be found at https://www.cisa.gov/sites/default/files/2023-04/fy23_safecom_guidance.pdf.

Recipients interested in developing a public safety broadband network in the 700 MHz band in their jurisdictions must adhere to the technical standards set forth in the FCC Waiver Order, or any succeeding FCC orders, rules, or regulations pertaining to broadband operations in the 700 MHz public safety band. The recipient shall also ensure projects support the Statewide Communication Interoperability Plan (SCIP) and are fully coordinated with the full-time Statewide Interoperability Coordinator (SWIC). If any future regulatory requirement (from the FCC or other governmental entity) results in a material technical or financial change in the project, the recipient should submit associated documentation, and other material, as applicable, for review by the SWIC to ensure coordination. Recipients must provide a listing of all communications equipment purchased with award funding (plus the quantity purchased of each item) to FDLE once items are procured during any periodic programmatic progress reports.

- 20.0 Global Standards Package** - In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the recipient to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular award. Recipient shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at <https://it.ojp.gov/gsp>. Recipient shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

- 21.0 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment** - In accordance with the requirements as set out in 2 C.F.R. § 200.216, recipients are prohibited from obligating or expending award funds to:

- 1) Procure or obtain;
- 2) Extend or renew a contract to procure or obtain;
- 3) Enter into a contract to procure or obtain equipment, services, or systems that use telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, produced by Huawei Technologies Company or ZTE Corporation (or a subsidiary or affiliate of such entities).

- 22.0 Unreasonable Restrictions on Competition** - This condition applies with respect to any procurement of property or services funded (in whole or in part) by this award, by the recipient (or subrecipient at any tier), and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

- 1) Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 and 200.319(a) – Recipient (or subrecipient at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an

"associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

- 2) Monitoring of compliance with the requirements of this condition will be conducted by FDLE.
- 3) The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), award recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.
- 4) Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

23.0 Non-Disclosure Agreements - No recipient or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

24.0 Whistleblower Protections - An employee of a recipient (at any tier) must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

The recipient and subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. 4712.

25.0 Confidential Funds and Confidential Funds Certificate - A signed certification that the Project Director or Implementing Agency Chief Official has read, understands, and agrees to abide by all conditions for confidential funds outlined in Section 3.12 of the DOJ Grants Financial Guide is required for all projects that involve confidential funds. The signed certification must be submitted at the time of award application. Confidential Funds certifications must be signed by the recipient Chief Official or an individual with formal, written signature authority for the Chief Official.

Prior to the reimbursement of expenditures for confidential funds, the recipient must compile and maintain a CI Funds Tracking Sheet to record all disbursements under the award. The completed form must be submitted with the payment request for CJG review.

26.0 For JAG: Task Force Training Requirement - The recipient agrees that within 120 days of award, each current member of a law enforcement task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete required online (internet-based) task force training. The training can be accessed <https://www.centf.org/CTFL/>.

All current and new task force members are required to complete this training once during the life of the award, or once every four years if multiple awards include this requirement. This training addresses task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability.

When FDLE awards funds to support a task force, the recipient must compile and maintain a task force personnel roster along with course completion certificates.

27.0 For NCHIP & NARIP: Protective Order Systems - Any system developed with funds awarded under this cooperative agreement will be designed to permit interface with the National Protective Order file maintained by the FBI.

SECTION VII: ADDITIONAL REQUIREMENTS

1.0 Environmental Protection Agency's (EPA) list of Violating Facilities - The recipient assures that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Program Purpose are not listed on the EPA's list of Violating Facilities and that it will notify the Department of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

2.0 National Environmental Policy Act (NEPA) - The recipient agrees to assist FDLE in complying with the NEPA, the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of award funds by the recipient. This applies to the following new activities whether or not they are being specifically funded with these award funds. That is, it applies as long as the activity is being conducted by the recipient or any third party and the activity needs to be undertaken in order to use these award funds. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the award, prior to obligating funds for any of these purposes.

If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact FDLE CJG.

- 1) New construction;
- 2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain; a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- 3) A renovation, lease, or any other proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- 4) Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or educational environments; and
- 5) Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by the Bureau of Justice Assistance. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed by the Department of Justice at <https://www.bja.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations.

3.0 National Historic Preservation Act - The recipient will assist the Department (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 300.101 et seq.), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (54 U.S.C. 312501-312508) and the National Environmental Policy Act of 1969 (43 C.F.R. 46).

4.0 Human Research Subjects - The recipient agrees to comply with the requirements of 28 C.F.R. § 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

5.0 Disclosures

Conflict of Interest – Recipients (at any tier) must establish safeguards to prohibit employees, officers, agents, and board members from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain. Recipients must disclose in writing any potential conflict of interest to FDLE (the non-federal pass-through entity).

No employee, officer, agency, or board member may solicit nor accept gratuities, favors, or anything of monetary value from providers/contractors.

Violations of Criminal Law - The recipient must disclose all violations of state or federal criminal law involving fraud, bribery or gratuity violations potentially affecting the award.

- 6.0 Uniform Relocation Assistance and Real Property Acquisitions Act** - The recipient will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs.
- 7.0 Limitations on Government Employees Financed by Federal Assistance** - The recipient will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7321-26, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.
- 8.0 Funds to Association of Community Organizations for Reform Now (ACORN) Unallowable** - Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or award to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.
- 9.0 Text Messaging While Driving** - Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), and Section 316.305, Florida Statutes., the recipient is encouraged to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
- 10.0 DNA Testing of Evidentiary Materials and Upload of DNA Profiles to a Database** - If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (CODIS), by a government DNA lab with access to CODIS. With the exception of Forensic Genetic Genealogy, no profiles generated with award funding may be entered into any other non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS. Booking agencies should work with their state CODIS agency to ensure all requirements are met for participation in Rapid DNA (see National Rapid DNA Booking Operational Procedures Manual).
- 11.0 Forensic Genealogy Testing** - Recipients utilizing award funds for forensic genealogy testing must adhere to the United States Department of Justice Interim Policy Forensic Genealogical DNA Analysis and Searching and must collect and report the metrics identified in Section IX of the document to the Bureau of Justice Assistance. For more information, visit <https://www.justice.gov/olp/page/file/1204386/download>.
- 12.0 Environmental Requirements and Energy** - For awards in excess of \$100,000, the recipient must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C § 85), section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 C.F.R. § 1 seq.). The recipient must 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 (Pub. L. 94-163, 89 Stat. 871), if any.
- 13.0 Other Federal Funds** - The recipient agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this award, and those awards have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, the recipient will promptly notify, in writing the grant manager for this award,

and, if so requested by CJG seek a budget modification or change of project scope amendment to eliminate any inappropriate duplication of funding.

14.0 Trafficking in Persons - The recipient must comply with applicable requirements pertaining to prohibited conduct relating to the trafficking of persons, whether on the part of recipients, recipients or individuals defined as "employees" of the recipient. The details of the recipient and recipient obligations related to prohibited conduct related to trafficking in persons are incorporated by reference and posted at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm>.

15.0 Requirement of the Award; Remedies for Non-Compliance or for Materially False Statements - Any materially false, fictitious, or fraudulent statement to the Department related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001, 1621, and/or 34 U.S.C. § 10272), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or unenforceable; such provision shall be deemed severable from this award.

16.0 Employment Eligibility Verification for Hiring Under This Award - The recipient must ensure that as part of the hiring process for any position that is or will be funded (in whole or in part) with award funds, the employment eligibility of the individual being hired is properly verified in accordance with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

- 1) All persons who are or will be involved in activities under this award must be made aware of the requirement for verification of employment eligibility, and associated provisions of 8 U.S.C. 1324a(a)(1) and (2) that make it unlawful in the United States to hire (or recruit for employment) certain aliens.
- 2) The recipient must provide training (to the extent necessary) to those persons required by this condition to be notified of the requirement for employment eligibility verification and the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).
- 3) As part of the recordkeeping requirements of this award, the recipient must maintain records of all employment eligibility verifications pertinent to compliance with this condition and in accordance with I-9 record retention requirements, as well as pertinent records of notifications and trainings.
- 4) Monitoring of compliance with the requirements of this condition will be conducted by FDLE.
- 5) Persons who are or will be involved in activities under this award includes any and all recipient officials or other staff who are or will be involved in the hiring process with respect to an award funded position under this award.
- 6) For the purposes of satisfying this condition, the recipient may choose to participate in, and use E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient entity uses E-Verify to confirm employment eligibility for each position funded through this award.
- 7) Nothing in this condition shall be understood to authorize or require any recipient, or any person or other entity, to violate federal law, including any applicable civil rights or nondiscrimination law.
- 8) Nothing in this condition, including paragraph vi., shall be understood to relieve any recipient, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

17.0 Determination of Suitability to Interact with Minors - This condition applies if it is indicated in the application for award (at any tier) that a purpose of some or all of the activities to be carried out under the award is to benefit a set of individuals under 18 years of age.

The recipient (or subrecipient at any tier), must make determinations of suitability before certain individuals may interact with participating minors. The requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP website at <https://ojp.gov/funding/Explore/Interact-Minors.htm>.

18.0 Restrictions and Certifications Regarding Non-Disclosure Agreements and Related Matters - No recipient under this award, or entity that receives a procurement contract with funds under this award, may require an employee to sign an internal confidentiality agreement that prohibits the reporting of waste, fraud, or abuse to an investigative or law enforcement representative authorized to receive such information.

The foregoing is not intended, to contravene requirements applicable to classified information. In accepting this award, the recipient:

- 1) Has not required internal confidentiality agreements or statements from employees or contractors that currently prohibit reporting waste, fraud, or abuse;
- 2) Certifies that, if it learns that it is or has been requiring its employees or contractors to execute agreements that prohibit reporting of waste, fraud, or abuse, it will immediately stop any further obligations of award funds, will provide prompt written notification to CJG, and will resume such obligations only if expressly authorized to do so by CJG.
- 3) Will comply with requirements of 5 U.S.C. §§ 1501-08 and 7321-26, which limit certain political activities of state or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

19.0 Safe Policing and Law Enforcement - Recipients that are state, local, college or university law enforcement agencies must be in compliance with the safe policing certification requirement outlined in Executive Order 13929. For detailed information on this certification requirement, see <https://cops.usdoj.gov/SafePolicingEO>.

20.0 For JAG: Extreme Risk Protection Programs - Recipients using funds for Extreme Risk Protection programs must include, at a minimum: pre-deprivation and post-deprivation due process rights that prevent any violation or infringement of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive or procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). Such programs must include, at the appropriate phase to prevent any violation of constitutional rights, at minimum, notice, the right to an in-person hearing, an unbiased adjudicator, the right to know opposing evidence, the right to present evidence, and the right to confront adverse witnesses; the right to be represented by counsel at no expense to the government; pre-deprivation and post-deprivation heightened evidentiary standards and proof which mean not less than the protections afforded to a similarly situated litigant in Federal court or promulgated by the State's evidentiary body, and sufficient to ensure the full protections of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive and procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). The heightened evidentiary standards and proof under such programs must, at all appropriate phases to prevent any violation of any constitutional right, at minimum, prevent reliance upon evidence that is unsworn or unaffirmed, irrelevant, based on inadmissible hearsay, unreliable, vague, speculative, and lacking a foundation; and penalties for abuse of the program.

21.0 For RSAT: State Alcohol and Drug Abuse Agency - The recipient will coordinate the design and implementation of treatment programs with the State alcohol and drug abuse agency or any appropriate local alcohol and drug abuse agency, especially when there is an opportunity to coordinate with initiatives funded through the Justice Assistance Grant (JAG) program.

22.0 For RSAT: Drug Testing - The recipient will implement or continue to require urinalysis or other proven reliable forms of testing of individuals in correctional residential substance abuse treatment programs. Such testing shall include individuals released from residential substance abuse treatment programs who remain in the custody of the State.

- 23.0 For RSAT: Opioid Abuse and Reduction** - The recipient understands and agrees that, to the extent that substance abuse treatment and related services are funded by this award, they will include needed treatment and services to address opioid abuse and reduction.
- 24.0 For RSAT: Data Collection** - The recipient agrees that award funds may be used to pay for data collection, analysis, and report preparation only if that activity is associated with federal reporting requirements. Other data collection, analysis, and evaluation activities are not allowable uses of award funds.
- 25.0 For RSAT:** Recipient understands and agrees that strategic planning activities funded by this award must include planning on how to address individuals with co-occurring mental health and opioid use disorders.
- 26.0 For PSN: Coordination with U.S. Attorney and PSN Task Forces** - The recipient agrees to coordinate the project with the U.S. Attorney and Project Safe Neighborhoods Task Force(s) for the respective U.S. Attorney Districts covered by the award. The recipient also is encouraged to coordinate with other community justice initiatives and other ongoing, local gun prosecution and law enforcement strategies.
- 27.0 For PSN: Media-related Outreach** - The recipient agrees to submit to CJG for review and approval by DOJ, any proposal or plan for PSN media-related outreach projects.
- 28.0 For NCHIP & NARIP: Comprehensive Evaluation** - In order to ensure that the National Criminal History Improvement Program (NCHIP) and the NICS Act Record Improvement Program (NARIP) are realizing the objectives in the most productive manner, the recipient agrees to participate in a comprehensive evaluation effort. It is anticipated that the evaluation will take place during the course of the program and will likely involve each participating agency. It is expected that the evaluation will have a minimal impact on an agency's program personnel and resources.
- 29.0 For NCHIP & NARIP: Coordination and Compatibility with Systems** - In accordance with federal award conditions, recipient agrees all activities supported under this award must:
- 1) Be coordinated with Federal, State, and local activities relating to homeland security and presale firearm checks.
 - 2) Ensure criminal justice information systems designed, implemented, or upgraded with NCHIP or NARIP funds are compatible, where applicable, with the National Incident-Based Reporting System (NIBRS), the National Crime Information Center system (NCIC 2000), the National Criminal Instant Background Check System (NICS), the Integrated Automated Fingerprint Identification System (IAFIS), and applicable national, statewide or regional criminal justice information sharing standards and plans.
 - 3) Intend to establish or continue a program that enters into the National Crime Information Center (NCIC) records of: (a) Protection orders for the protection of persons from stalking or domestic violence; (b) Warrants for the arrest of persons violating protection orders intended to protect victims from stalking or domestic violence; and (c) Arrests or convictions of persons violating protection orders intended to protect victims from stalking or domestic violence.
- 30.0 For NCHIP & NARIP: Firearm and Background Checks** - Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. § 922 and 34 U.S.C. Ch. 409 -- in connection with any use, by the recipient (or any subrecipient at any tier), of this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the recipient (or subrecipient, if applicable) must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS-relevant "eligible records".

In the event of minor and transitory non-compliance, the recipient may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.

Gilchrist County Board of County Commissioners

P.O. Box 37

112 S. Main Street

Trenton, FL 32693

Phone: 352-463-3198 Fax: 352-463-3411

District I
Sharon A. Langford

District II
Bill Martin

District III
Darrell Smith

District IV
Tommy Langford

District V
Kenrick Thomas

David "Duke" Lang, Jr.
County Attorney
352-463-7800

Bobby Crosby
County Administrator
352-463-3198

Todd Newton
Clerk of Court
325-463-3170

04/06/2026

The Honorable James Uthmeier, Attorney General
State of Florida/Office of the Attorney General
Crime Stoppers Trust Fund
The Capitol, FL – 01
Tallahassee, FL 32399-1050

RE: Letter of Agreement – Alachua County Crime Stoppers Trust Fund Grant For the Period of July 1, 2026 through June 30, 2029

Dear Mr. Uthmeier,

On behalf of Gilchrist County, Florida, please accept this Letter of Agreement authorizing Crime Stoppers of Alachua Crime Stoppers, Inc. to act as Gilchrist County, Florida's agent solely for the purpose of applying for, receiving, and expending Crime Stoppers Trust Fund monies for the period of July 1, 2026, through June 30, 2029. This request is made in compliance with the requirements of Section 16.555(5)(b), F. S., and Rule 2A-9.002 (2) F.A.C.

Thank you for your assistance.

Respectfully Submitted,

Darrell Smith
Chair, Gilchrist County Commissioners



US-129

NW 103 PL

NW 102 PL

NW 101 ST

NW 100 ST

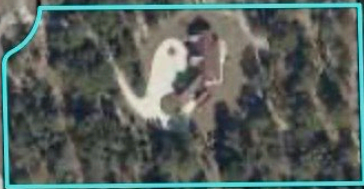
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NW 96 ST



CR-340

NE 48th court





SE 70 AVE

SE 80 AVE

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SE 80 PL

SE 71 CT

SE 80 ST

SE 70 CT

SE 80 LANE

SE 81 PL

SE 74 CT

SE 82 ST

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69 TER



February 2nd 2026

Gilchrist County Board of County Commissioners
210 South Main Street
Trenton, FL 32693

Dear Commissioners,

On behalf of the Gilchrist Prevention Coalition, I respectfully request approval to use Hart Springs Park on **Saturday, May 2**, to host **Hope Fest**, a free, family-friendly community event focused on prevention, wellness, and connection for residents of Gilchrist and the surrounding tri-county area.

Hope Fest will be held from **10:00 a.m. to 3:00 p.m.**, and we are requesting that **park admission be waived during the hours of the event** so that all residents may participate without financial barriers. This event is intentionally designed to be accessible to families and individuals of all ages, with no cost to attend.

Hope Fest will feature more than **15 local and regional organizations** offering information, resources, and services that support the health and well-being of our community. In addition to resources, the event will include **free food, games, live music, and the Cardboard Boat Race**, which has become a fan favorite over the years and draws strong community engagement.

Participating organizations include the **Tri-County Community Resource Center, Meridian Healthcare, the Florida Department of Health, the Hanley Foundation, Another Way**, and additional partners committed to prevention and community wellness.

This will be the **first year Hope Fest is held at Hart Springs Park**, and we believe it is an ideal location and a natural partnership. Both the Gilchrist County Board of County Commissioners and Hart Springs have consistently demonstrated strong support for initiatives that promote healthy families, prevention, and quality of life for Gilchrist County residents. Hosting Hope Fest at Hart Springs aligns closely with that shared commitment.

We would be honored to partner with the County to bring this event to Hart Springs and welcome the opportunity to discuss any logistics or requirements necessary to ensure a successful and well-coordinated event.

Thank you for your continued leadership and for considering this request. We appreciate your ongoing support of community-based efforts that strengthen and uplift Gilchrist County.

Sincerely,

Robert Wells
Executive Director
Gilchrist Prevention Coalition
(352)359-0396
gpcprevention@gmail.com

Otter Springs & Campground Rates

Springs Daily Entrance Rates

Rates	Peak (April 1 st – Sept 30 th)	Off Season (Oct 1 st – March 31 st)
Regular Entrance Fee	Monday-Friday \$5 Per Person Weekends/Holidays \$8 Per Person	\$3 Per Person
Children (5 and under)	Free	
Senior Discount (Ages 65 & over)	Free	

Annual Passes

Springs Pass \$15 Per Pass Per Individual April 1 st – September 30 th : Valid Only Monday- Friday, Not Valid on Weekends and Holidays October 1 st – March 31 st : Valid All Days Pool Pass \$15 Per Pass Per Individual April 1 st – September 30 th : Valid Only Monday- Friday, Not Valid on Weekends and Holidays October 1 st – March 31 st : Valid All Days

Please Note: Springs Passes and Pool Passes are separate and not interchangeable. Individuals wishing to access both the springs and the pool must purchase each pass individually.

Cabin Rentals

Stilt House (Sleeps up to 8)	\$200 per night
Cabin (Sleeps up to 4)	\$150 per night
Cabin (Sleeps up to 2)	\$125 per night

Please Note: A minimum two-night stay is required for all cabin rentals.

RV Rates

RV Camping Includes 4 People per site	Peak (April 1 st – Sept 30 th)	Off Season (Oct 1 st – March 31 st)
Daily	\$45	\$45
Monthly		\$750
Family Sites	\$65	\$45

All overnight rates include admission to the park, pool, electric, water, sewer, garbage, showers and many more accommodations.

Camping Rates

Primitive Camping Includes 4 People per Site	\$35 Per Night
Camping with Water & Electric Includes 4 People per Site	\$45 Per Night

Otter Springs & Campground Rates

All overnight rates include admission to the park, pool, garbage, showers and many more accommodations.

Lodge Rental

½ Day Rental	\$450
Full Day Rental	\$800 (Check-in Same Day)
Wedding Rental	\$1,200 (Check-In at 5 PM the day before Wedding)

Please Note: The Lodge Closes at 10:00 PM

Storage

RVs, Cars, Trailers, Boats, ETC.	\$50 per Month
----------------------------------	----------------

Please Note: All storage spaces are uncovered and do not provide protection from weather or the elements.

1. Off Season is October through March.
2. Peak Season is April through September.
3. Must be 18 years or older to rent park facilities.
4. \$10 processing fee for all refunds per transaction.
5. The fees above do not include applicable State or County Tax, excluding the daily admission fee.
6. The Lodge is available at no charge for official functions of the Board of County Commissioners and the Gilchrist County School Board. At the park manager's discretion, other uses of the lodge may be allowed free of charge where the proposed function is directly related to the mission of promoting safe and enjoyable use of Gilchrist County's recreational resources.

Approved by BOCC TBD

Approved at the TBD BOCC meeting

TASK ORDER FORM

Pursuant to an Agreement between Gilchrist County Board of County Commissioners and Synergy Disaster Recovery, LLC

Task Order No: 26-01

Dated: 3/18/2026

Project Title / Project Number: HMGP 4734-085-R Administrative Support

Project Description: Gilchrist County requests Hazard Mitigation Grant Program grant support from Synergy Disaster Recovery in the following areas.

1. Assist management of the HMGP grant 4734-085-R including quarterly reports and reimbursement requests
2. Oversee engineering contractor to ensure programmatic compliance
3. Attend and facilitate meetings as needed
4. Other services as requested by Gilchrist County

Commencement Date: 3/23/2026

Completion Date: 3/31/2027

BUDGET

NOT-TO-EXCEED

\$5,400

Service provider agrees to perform the services identified above and on any attached forms in accordance with the terms and conditions contained herein and in the Services Agreement between the parties.

The attached forms are hereby accepted and incorporated herein by this reference, and Notice to Proceed is hereby given.

Acceptance: Bethany Duarte
Bethany Duarte, President/CEO
Synergy Disaster Recovery

Date: 3/18/26

Issued by: _____

Date: _____

GILCHRIST COUNTY, FLORIDA

**% OF FISCAL YEAR
49.9%**

**BUDGET RECAP FISCAL YEAR 2026
FOR THE PERIOD ENDING MARCH 31, 2026**

FUND	TOTAL BUDGET	* BUDGETED EXPENDITURES AND TRANSFERS	** YTD EXPENDITURES	% EXPENDED	YTD REVENUES RECEIVED	*** % REV VS. BUDGETED EXP
General Revenue	\$ 40,520,635	\$ 33,036,201	\$ 14,056,524	43%	\$ 19,239,407	58%
Law Enforcement	\$ 164	\$ 164	\$ -	0%	\$ 577	352%
FLETF	\$ 300	\$ 300	\$ -	0%	\$ 102	34%
Fire	\$ 1,642,561	\$ 1,455,365	\$ 596,598	41%	\$ 1,047,358	72%
Court Facility	\$ 123,152	\$ 123,152	\$ 4,309	3%	\$ 18,134	15%
Opiod Mitigation Fund	\$ 136,130	\$ 136,130	\$ 38,799	29%	\$ 158,166	116%
Transportation	\$ 3,266,612	\$ 2,722,176	\$ 1,360,812	50%	\$ 2,129,981	78%
St Atty & PD	\$ 254,266	\$ 254,266	\$ 14,832	6%	\$ 11,501	5%
SHIP	\$ 456,819	\$ 456,819	\$ 225,998	49%	\$ 3,066	1%
E911	\$ 499,379	\$ 499,379	\$ 175,953	35%	\$ 68,442	14%
Traffic Surcharge Fund	\$ 82,837	\$ 82,837	\$ -	0%	\$ 5,441	7%
Capital 301	\$ 11,785,423	\$ 11,785,423	\$ 1,206,520	10%	\$ 230,084	2%
Capital 306/Impact	\$ 2,544	\$ 2,544	\$ 1,830	72%	\$ 6	0%
MSTU-EMS	\$ 3,260,414	\$ 2,739,512	\$ 1,424,360	52%	\$ 1,842,731	67%
Solid Waste	\$ 1,425,418	\$ 1,198,556	\$ 569,616	48%	\$ 962,285	80%
Law Enforcement Educ.	\$ 27,637	\$ 27,637	\$ -	0%	\$ 1,079	4%
Otter Springs Fund	\$ 573,900	\$ 573,900	\$ 93,143	16%	\$ 1,093	0%

*** DOES NOT INCLUDE RESERVE FOR CASH CARRY FORWARD**

**** YTD EXPENDITURES DO NOT INCLUDE OUTSTANDING ENCUMBRANCES**

***** REVENUES RECEIVED AS A PERCENT OF BUDGETED EXPENDITURES**

STATE OF FLORIDA AUDITOR GENERAL

Financial and Federal Single Audit

Report No. 2026-157
March 2026

**GILCHRIST COUNTY
DISTRICT SCHOOL BOARD**

For the Fiscal Year Ended
June 30, 2025



Sherrill F. Norman, CPA
Auditor General

Board Members and Superintendent

During the 2024-25 fiscal year, Gina Geiger served as Superintendent of the Gilchrist County Schools from November 19, 2024, Dr. James Surrency served as Superintendent before that date, and the following individuals served as School Board Members:

	<u>District No.</u>
Christie McElroy through 5-6-25, ^a Chair through 11-18-24	1
Susan Owens, Vice Chair	2
Roy Smith from 4-22-25 ^b	3
Tammy Moore from 11-19-24	4
Gina Geiger through 11-18-24	4
D. Deen Lancaster, Chair from 11-19-24	5

^a Member resigned and position remained vacant.

^b Position vacant through 4-21-25.

The Auditor General conducts audits of governmental entities to provide the Legislature, Florida's citizens, public entity management, and other stakeholders unbiased, timely, and relevant information for use in promoting government accountability and stewardship and improving government operations.

The team leader was Michelle Williams, and the audit was supervised by Denita K. Tyre, CPA.

Please address inquiries regarding this report to Edward A. Waller, CPA, Audit Manager, by e-mail at tedwaller@aud.state.fl.us or by telephone at (850) 412-2887.

This report and other reports prepared by the Auditor General are available at:

FLAuditor.gov

Printed copies of our reports may be requested by contacting us at:

State of Florida Auditor General

Claude Pepper Building, Suite G74 · 111 West Madison Street · Tallahassee, FL 32399-1450 · (850) 412-2722

GILCHRIST COUNTY DISTRICT SCHOOL BOARD
TABLE OF CONTENTS

	Page No.
SUMMARY	i
INDEPENDENT AUDITOR'S REPORT	
Report on the Audit of the Financial Statements.....	1
Other Reporting Required by <i>Government Auditing Standards</i>	3
MANAGEMENT'S DISCUSSION AND ANALYSIS	5
BASIC FINANCIAL STATEMENTS	
Statement of Net Position	11
Statement of Activities.....	12
Balance Sheet – Governmental Funds	14
Reconciliation of the Governmental Funds Balance Sheet to the Statement of Net Position	16
Statement of Revenues, Expenditures, and Changes in Fund Balances – Governmental Funds	18
Reconciliation of the Governmental Funds Statement of Revenues, Expenditures, and Changes in Fund Balances to the Statement of Activities	20
Notes to Financial Statements	21
OTHER REQUIRED SUPPLEMENTARY INFORMATION	
Budgetary Comparison Schedule – General and Major Special Revenue Funds	46
Schedule of Changes in the District's Total OPEB Liability and Related Ratios	48
Schedule of the District's Proportionate Share of the Net Pension Liability – Florida Retirement System Pension Plan	49
Schedule of District Contributions – Florida Retirement System Pension Plan	49
Schedule of the District's Proportionate Share of the Net Pension Liability – Health Insurance Subsidy Pension Plan	50
Schedule of District Contributions – Health Insurance Subsidy Pension Plan	50
Notes to Required Supplementary Information	51
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS	52
INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH <i>GOVERNMENT AUDITING STANDARDS</i>	53

GILCHRIST COUNTY DISTRICT SCHOOL BOARD
TABLE OF CONTENTS (CONTINUED)

	Page No.
INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR THE MAJOR FEDERAL PROGRAM AND REPORT ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE	55
SCHEDULE OF FINDINGS AND QUESTIONED COSTS	58
ADDITIONAL MATTERS PRIOR AUDIT FOLLOW-UP.....	59
SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS.....	60

SUMMARY

SUMMARY OF REPORT ON FINANCIAL STATEMENTS

Our audit disclosed that the basic financial statements of the Gilchrist County District School Board (District) were presented fairly, in all material respects, in accordance with prescribed financial reporting standards.

SUMMARY OF REPORT ON INTERNAL CONTROL AND COMPLIANCE

Our audit did not identify any deficiencies in internal control over financial reporting that we consider to be material weaknesses.

The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards* issued by the Comptroller General of the United States.

SUMMARY OF REPORT ON FEDERAL AWARDS

We audited the District's compliance with applicable Federal awards requirements. The Child Nutrition Cluster was audited as the major Federal program. The results of our audit indicated that the District materially complied with the requirements that could have a direct and material effect on the Child Nutrition Cluster.

AUDIT OBJECTIVES AND SCOPE

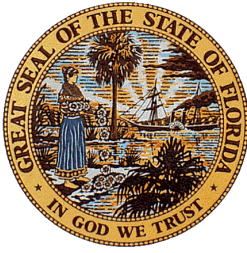
Our audit objectives were to obtain reasonable assurance about whether the financial statements as a whole were free from material misstatements, whether due to fraud or error, and to issue an auditor's report that included our opinions. Our audit objectives were also to obtain reasonable assurance about whether material noncompliance with applicable Federal awards requirements occurred, whether due to fraud or error, and to express an opinion on the District's compliance based on our audit. In doing so, we:

- Exercised professional judgment and maintained professional skepticism throughout the audit.
- Identified and assessed the risks of material misstatement of the financial statements and material noncompliance with Federal awards requirements, whether due to fraud or error, and designed and performed audit procedures responsive to those risks.
- Obtained an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control.
- Evaluated the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluated the overall presentation of the financial statements and accompanying Schedule of Expenditures of Federal Awards.
- Concluded whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

- Examined various transactions to determine whether they were executed, in both manner and substance, in accordance with governing provisions of laws, rules, regulations, contracts, and grant agreements.
- Determined whether corrective actions were taken for findings included in our report No. 2025-180.
- Assessed the reasonableness of the Summary Schedule of Prior Audit Findings prepared by the District.

AUDIT METHODOLOGY

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; applicable standards contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.



Sherrill F. Norman, CPA
Auditor General

AUDITOR GENERAL STATE OF FLORIDA

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The President of the Senate, the Speaker of the
House of Representatives, and the
Legislative Auditing Committee

INDEPENDENT AUDITOR'S REPORT

Report on the Audit of the Financial Statements

Opinions

We have audited the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of the Gilchrist County District School Board, as of and for the fiscal year ended June 30, 2025, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

In our opinion, based on our audit and the report of the other auditors, the accompanying financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, each major fund, and the aggregate remaining fund information of the Gilchrist County District School Board, as of June 30, 2025, and the respective changes in financial position thereof for the fiscal year then ended in accordance with accounting principles generally accepted in the United States of America.

We did not audit the financial statements of the school internal funds, which represent 14 percent, 1 percent, 0 percent, 18 percent, 15 percent, and 14 percent, respectively, of the assets, liabilities, deferred inflows of resources, net position and fund balance, revenues, and expenditures of the aggregate remaining fund information as of June 30, 2025. Those statements were audited by other auditors whose report has been furnished to us, and our opinion, insofar as it relates to the amounts included for the school internal funds is based solely on the report of the other auditors.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States (*Government Auditing Standards*). Our responsibilities under those standards are further described in the **Auditor's Responsibilities for the Audit of the Financial Statements** section of our report. We are required to be independent of the

District, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for 12 months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that **MANAGEMENT'S DISCUSSION AND ANALYSIS**, the **Budgetary Comparison Schedule – General and Major Special Revenue Funds**, **Schedule of Changes in the District's Total OPEB Liability and Related Ratios**, **Schedule of the District's Proportionate Share of the Net Pension Liability – Florida Retirement System Pension Plan**, **Schedule of District Contributions – Florida Retirement System Pension Plan**, **Schedule of the District's Proportionate Share of the Net Pension Liability – Health Insurance Subsidy Pension Plan**, **Schedule of District Contributions – Health Insurance Subsidy Pension Plan**, and **Notes to Required Supplementary Information** be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with GAAS, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the District's basic financial statements. The accompanying **SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS**, as required by Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with GAAS. In our opinion, the accompanying **SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS** is fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated March 26, 2026, on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, rules, regulations, contracts, and grant agreements

and other matters included under the heading **INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance.

Respectfully submitted,



Sherrill F. Norman, CPA
Tallahassee, Florida
March 26, 2026

MANAGEMENT'S DISCUSSION AND ANALYSIS

The management of the Gilchrist County District School Board has prepared the following discussion and analysis to provide an overview of the District's financial activities for the fiscal year ended June 30, 2025. The information contained in the Management's Discussion and Analysis (MD&A) is intended to highlight significant transactions, events, and conditions and should be considered in conjunction with the District's financial statements and notes to financial statements found immediately following the MD&A.

FINANCIAL HIGHLIGHTS

Key financial highlights for the 2024-25 fiscal year are as follows:

- As of June 30, 2025, the assets and deferred outflows of resources exceed the liabilities and deferred inflows of resources by \$41,294,921.44 (net position).
- In total, net position increased \$12,514,806.41, which represents a 43.5 percent increase over the 2023-24 fiscal year.
- General revenues total \$34,582,875.88, or 66.4 percent of all revenues. Program specific revenues in the form of charges for services, operating grants and contributions, and capital grants and contributions total \$17,521,136.61, or 33.6 percent of all revenues.
- Expenses total \$39,589,206.08. Only \$17,521,136.61 of these expenses was offset by program specific revenues, with the remainder paid from general revenues.
- At the end of the current fiscal year, the fund balance of the General Fund totals \$1,341,870.91, which is \$438,469.51 less than the prior fiscal year balance. The General Fund unassigned fund balance total \$917,711.67, or 3.1 percent of total General Fund revenues.

OVERVIEW OF FINANCIAL STATEMENTS

The basic financial statements consist of three components: (1) government-wide financial statements; (2) fund financial statements; and (3) notes to financial statements. This report also includes supplementary information intended to furnish additional details to support the basic financial statements.

Government-Wide Financial Statements

The government-wide financial statements provide both short-term and long-term information about the District's overall financial condition in a manner similar to those of a private-sector business. The statements include a statement of net position and a statement of activities that are designed to provide consolidated financial information about the governmental activities of the District presented on the accrual basis of accounting. The statement of net position provides information about the District's financial position, its assets, liabilities, and deferred inflows/outflows of resources, using an economic resources measurement focus. Assets plus deferred outflows of resources, less liabilities and deferred inflows of resources, equals net position, which is a measure of the District's financial health. The statement of activities presents information about the change in the District's net position, the results of operations, during the fiscal year. An increase or decrease in net position is an indication of whether the District's financial health is improving or deteriorating.

All of the District's activities and services are reported in the government-wide financial statements as governmental activities. The District's governmental activities include instruction, student support

services, instructional support services, administrative support services, facility maintenance, transportation, and food services. Property taxes and State revenues finance most of these activities. Additionally, all capital and debt financing activities are reported as governmental activities.

Fund Financial Statements

Fund financial statements are one of the components of the basic financial statements. A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The District uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements and prudent fiscal management. Certain funds are established by law while others are created by legal agreements, such as bond covenants. Fund financial statements provide more detailed information about the District's financial activities, focusing on its most significant or "major" funds rather than fund types. This is in contrast to the entitywide perspective contained in the government-wide statements. All of the District's funds may be classified within one of the two categories discussed below.

Governmental Funds: Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in assessing a government's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental funds balance sheet and the governmental funds statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The governmental funds balance sheet and statement of revenues, expenditures, and changes in fund balances provide detailed information about the District's most significant funds. The District's major funds are the General Fund, Special Revenue – Federal Education Stabilization Fund, Capital Projects – Public Education Capital Outlay Fund, and Capital Projects – Local Capital Improvement Fund. Data from the other governmental funds are combined into a single, aggregated presentation.

The District adopts an annual appropriated budget for its governmental funds. A budgetary comparison schedule has been provided for the General and major Special Revenue Funds to demonstrate compliance with the budget.

Notes to Financial Statements

The notes provide additional information that is essential for a full understanding of the data provided in the government-wide and fund financial statements.

Other Information

In addition to the basic financial statements and accompanying notes, this report also presents required supplementary information concerning the District's total other postemployment benefits (OPEB) and net pension liabilities.

GOVERNMENT-WIDE FINANCIAL ANALYSIS

As noted earlier, net position over time may serve as a useful indicator of a government's financial health. The following is a summary of the District's net position as of June 30, 2025, compared to net position as of June 30, 2024:

	Governmental Activities	
	6-30-25	6-30-24
Current and Other Assets	\$ 22,084,925.60	\$ 8,507,390.91
Capital Assets	44,677,591.71	44,931,262.39
Total Assets	66,762,517.31	53,438,653.30
Deferred Outflows of Resources	5,892,124.00	5,877,591.00
Long-Term Liabilities	26,359,001.94	27,984,470.69
Other Liabilities	1,277,799.93	286,063.58
Total Liabilities	27,636,801.87	28,270,534.27
Deferred Inflows of Resources	3,722,918.00	2,265,595.00
Net Position:		
Net Investment in Capital Assets	40,556,004.28	40,809,674.96
Restricted	19,948,991.83	6,724,565.38
Unrestricted (Deficit)	(19,210,074.67)	(18,754,125.31)
Total Net Position	\$ 41,294,921.44	\$ 28,780,115.03

The largest portion of the District's net position is investment in capital assets (e.g., land; buildings; furniture, fixtures, and equipment), less any related debt still outstanding. The District uses these capital assets to provide services to students; consequently, these assets are not available for future spending. Although the investment in capital assets is reported net of related debt, the resources used to repay the debt must be provided from other sources, since the capital assets cannot be used to liquidate these liabilities.

The restricted portion of the District's net position represents resources that are subject to external restrictions on how they may be used. The deficit unrestricted net position was the result, in part, of accruing \$748,068 in total OPEB liability, \$2,198,401.51 in compensated absences payable, and \$19,290,945 in net pension liability.

Current and other assets increased significantly over the prior fiscal year primarily due to recognizing the 2024-25 fiscal year State allocation of Public Education Capital Outlay (PECO) Special Facilities funding to be used for the construction of a new school.

Long-term liabilities decreased and deferred inflows of resources increased primarily due to the District recognizing its proportionate share of the Florida Retirement System’s decrease in net pension liability and increase in the related deferred inflows of resources.

The key elements of the changes in the District’s net position for the fiscal years ended June 30, 2025, and June 30, 2024, are as follows:

Operating Results for the Fiscal Year Ended

	Governmental Activities	
	6-30-25	6-30-24
Program Revenues:		
Charges for Services	\$ 1,236,801.41	\$ 1,454,277.73
Operating Grants and Contributions	2,544,124.66	3,116,065.66
Capital Grants and Contributions	13,740,210.54	119,226.41
General Revenues:		
Property Taxes, Levied for Operational Purposes	5,640,972.20	5,075,525.25
Property Taxes, Levied for Capital Projects	2,169,424.00	1,920,161.68
Grants and Contributions Not Restricted to Specific Programs	25,604,516.77	26,668,126.03
Unrestricted Investment Earnings	370,084.21	279,349.12
Miscellaneous	797,878.70	577,790.86
Total Revenues	52,104,012.49	39,210,522.74
Functions/Program Expenses:		
Instruction	20,895,617.68	21,602,240.75
Student Support Services	2,425,733.11	2,291,254.04
Instructional Media Services	248,656.80	285,478.14
Instruction and Curriculum Development Services	936,260.03	1,041,698.57
Instructional Staff Training Services	445,397.95	416,886.70
Instruction-Related Technology	495,481.96	589,844.34
Board	358,615.54	411,363.76
General Administration	514,768.18	562,496.52
School Administration	1,773,208.68	1,880,278.40
Facilities Acquisition and Construction	53,616.86	245,196.84
Fiscal Services	466,248.45	498,287.22
Food Services	2,790,142.43	2,816,299.87
Central Services	521,955.14	545,207.46
Student Transportation Services	1,498,257.00	1,631,764.95
Operation of Plant	3,216,686.92	3,024,505.93
Maintenance of Plant	1,337,618.88	1,376,398.28
Administrative Technology Services	202,401.79	90,611.41
Community Services	111,934.68	150,254.81
Unallocated Interest on Long-Term Debt	133.89	141.83
Unallocated Depreciation Expense	1,296,470.11	1,260,487.51
Total Functions/Program Expenses	39,589,206.08	40,720,697.33
Change in Net Position	12,514,806.41	(1,510,174.59)
Net Position - Beginning	28,780,115.03	30,290,289.62
Net Position - Ending	\$ 41,294,921.44	\$ 28,780,115.03

The largest revenue source is the State of Florida (70.1 percent). Revenues from State sources for current operations are primarily received through the Florida Education Finance Program (FEFP) funding formula. The FEFP funding formula utilizes student enrollment data and is designed to maintain equity in funding across all Florida school districts, taking into consideration the District's funding ability based on the local property tax base.

Capital grants and contributions revenue increased by \$13,620,984.13 primarily due to the PECO Special Facilities funding which is for the construction of a new school.

Instruction expenses represent 52.8 percent of total governmental expenses in the 2024-25 fiscal year.

FINANCIAL ANALYSIS OF THE DISTRICT'S FUNDS

Governmental Funds

The focus of the District's governmental funds is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the District's financing requirements. Specifically, unassigned fund balance may serve as a useful measure of a government's net resources available for discretionary use as it represents the portion of fund balance that has not been limited to a particular purpose by an external party, the District, or a group or individual delegated authority by the Board to assign resources for particular purposes.

The total fund balances of governmental funds decreased by \$114,161.20 during the fiscal year to \$8,106,878.92 at June 30, 2025. Of the total fund balance, \$858,133.84, or 10.6 percent, is unassigned fund balance, which is available for spending at the District's discretion; \$70,679.55 is nonspendable, and \$7,178,065.53 is restricted for specific purposes.

Major Governmental Funds

The General Fund is the District's chief operating fund. At the end of the current fiscal year, unassigned fund balance is \$917,711.67, while the total fund balance is \$1,341,870.91. As a measure of the General Fund's liquidity, it may be useful to compare the total assigned and unassigned fund balances to General Fund total revenues. The total unassigned fund balance is 3.1 percent of the total General Fund revenues. Total fund balance decreased by \$438,469.51, in part, due to the absorption of costs previously covered by the Federal Education Stabilization Funds.

The Special Revenue – Federal Education Stabilization Fund has total revenues of \$440,005.25, expenditures of \$112,314.94, and transfers out of \$327,690.31. The funding was mainly used to mitigate impact of the COVID-19 pandemic. Because grant revenues are not recognized until expenditures are incurred, this fund generally does not accumulate a fund balance.

The Capital Projects – Public Education Capital Outlay Fund has a fund balance totaling \$455,438.54, which is restricted for the construction of a new school.

The Capital Projects – Local Capital Improvement Fund has a fund balance of \$4,092,300.36. These funds are being accumulated, in part, to pay the Special PECO advance payable in the 2025-26 fiscal year.

GENERAL FUND BUDGETARY HIGHLIGHTS

During the 2024-25 fiscal year, the District amended its General Fund budget several times, which resulted in an increase in total budgeted expenditures of \$1,871,566.34 or 6.3 percent. Budget revisions occurred primarily due to additional operating expenditures.

Actual revenues and expenditures are in line with the final budgeted amounts.

CAPITAL ASSETS AND LONG-TERM DEBT

Capital Assets

The District's investment in capital assets for its governmental activities as of June 30, 2025, is \$44,677,591.71 (net of accumulated depreciation). This investment in capital assets includes land; improvements other than buildings; buildings and fixed equipment; furniture, fixtures, and equipment; motor vehicles; and audio-visual materials and computer software.

Additional information on the District's capital assets can be found in Notes I.F.4. and IV.C. to the financial statements.

Long-Term Debt

At June 30, 2025, the District had total long-term debt outstanding of \$4,121,587.43, composed of the special PECO advance payable.

Additional information on the District's long-term debt can be found in Note IV.H. to the financial statements.

REQUESTS FOR INFORMATION

This report is designed to provide a general overview of the District's finances for all those with an interest in the District's finances. Questions concerning information provided in the MD&A or other required supplementary information, and financial statements and notes thereto, or requests for additional financial information should be addressed to the Chief Finance Officer, Gilchrist County District School Board 310 NW 11th Avenue, Trenton, Florida 32693.

BASIC FINANCIAL STATEMENTS

**Gilchrist County District School Board
Statement of Net Position
June 30, 2025**

	Governmental Activities
ASSETS	
Cash and Cash Equivalents	\$ 8,336,529.00
Due from Other Agencies	13,677,717.05
Inventories	70,679.55
Capital Assets:	
Nondepreciable Capital Assets	1,115,822.37
Depreciable Capital Assets, Net	43,561,769.34
TOTAL ASSETS	66,762,517.31
DEFERRED OUTFLOWS OF RESOURCES	
Pensions	5,766,652.00
OPEB	125,472.00
TOTAL DEFERRED OUTFLOWS OF RESOURCES	5,892,124.00
LIABILITIES	
Payroll Deductions and Withholdings	222,187.65
Accounts Payable	1,055,612.28
Long-Term Liabilities:	
Portion Due Within 1 Year	4,319,790.60
Portion Due After 1 Year	22,039,211.34
TOTAL LIABILITIES	27,636,801.87
DEFERRED INFLOWS OF RESOURCES	
Pensions	3,117,656.00
OPEB	605,262.00
TOTAL DEFERRED INFLOWS OF RESOURCES	3,722,918.00
NET POSITION	
Net Investment in Capital Assets	40,556,004.28
Restricted for:	
State Required Carryover Programs	424,159.24
Capital Projects	17,892,596.29
Food Service	1,237,439.30
Other Purposes	394,797.00
Unrestricted	(19,210,074.67)
TOTAL NET POSITION	\$ 41,294,921.44

The accompanying notes to financial statements are an integral part of this statement.

**Gilchrist County District School Board
Statement of Activities
For the Fiscal Year Ended June 30, 2025**

Functions/Programs	<u>Expenses</u>	<u>Charges for Services</u>	<u>Program Revenues Operating Grants and Contributions</u>
Governmental Activities:			
Instruction	\$ 20,895,617.68	\$ 1,012,764.00	\$ -
Student Support Services	2,425,733.11	-	-
Instructional Media Services	248,656.80	-	-
Instruction and Curriculum Development Services	936,260.03	-	-
Instructional Staff Training Services	445,397.95	-	-
Instruction-Related Technology	495,481.96	-	-
Board	358,615.54	-	-
General Administration	514,768.18	-	-
School Administration	1,773,208.68	-	-
Facilities Acquisition and Construction	53,616.86	-	-
Fiscal Services	466,248.45	-	-
Food Services	2,790,142.43	95,857.20	2,544,124.66
Central Services	521,955.14	-	-
Student Transportation Services	1,498,257.00	16,059.10	-
Operation of Plant	3,216,686.92	-	-
Maintenance of Plant	1,337,618.88	-	-
Administrative Technology Services	202,401.79	-	-
Community Services	111,934.68	112,121.11	-
Unallocated Interest on Long-Term Debt	133.89	-	-
Unallocated Depreciation Expense*	1,296,470.11	-	-
Total Governmental Activities	\$ 39,589,206.08	\$ 1,236,801.41	\$ 2,544,124.66

General Revenues:

Taxes:

Property Taxes, Levied for Operational Purposes

Property Taxes, Levied for Capital Projects

Grants and Contributions Not Restricted to Specific Programs

Unrestricted Investment Earnings

Miscellaneous

Total General Revenues

Change in Net Position

Net Position - Beginning

Net Position - Ending

* This amount excludes the depreciation that is included in the direct expenses of the various functions.

The accompanying notes to financial statements are an integral part of this statement.

		Net (Expense) Revenue and Changes in Net Position
Capital Grants and Contributions	Governmental Activities	
\$ -	\$ (19,882,853.68)	
-	(2,425,733.11)	
-	(248,656.80)	
-	(936,260.03)	
-	(445,397.95)	
-	(495,481.96)	
-	(358,615.54)	
-	(514,768.18)	
-	(1,773,208.68)	
13,740,210.54	13,686,593.68	
-	(466,248.45)	
-	(150,160.57)	
-	(521,955.14)	
-	(1,482,197.90)	
-	(3,216,686.92)	
-	(1,337,618.88)	
-	(202,401.79)	
-	186.43	
-	(133.89)	
-	(1,296,470.11)	
<u>\$ 13,740,210.54</u>	<u>(22,068,069.47)</u>	

5,640,972.20
2,169,424.00
25,604,516.77
370,084.21
797,878.70
<u>34,582,875.88</u>
12,514,806.41
<u>28,780,115.03</u>
<u>\$ 41,294,921.44</u>

**Gilchrist County District School Board
Balance Sheet – Governmental Funds
June 30, 2025**

	<u>General Fund</u>	<u>Special Revenue - Federal Education Stabilization Fund</u>	<u>Capital Projects - Public Education Capital Outlay Fund</u>
ASSETS			
Cash and Cash Equivalents	\$ 1,761,075.12	\$ -	\$ 455,438.54
Due from Other Funds	240,217.23	-	-
Due from Other Agencies	218,525.98	-	12,579,246.75
Inventories	-	-	-
TOTAL ASSETS	<u>\$ 2,219,818.33</u>	<u>\$ 0.00</u>	<u>\$ 13,034,685.29</u>
LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES			
Liabilities:			
Payroll Deductions and Withholdings	\$ 221,518.90	\$ -	\$ -
Accounts Payable	656,428.52	-	-
Due to Other Funds	-	-	-
Total Liabilities	<u>877,947.42</u>	<u>-</u>	<u>-</u>
Deferred Inflows of Resources:			
Unavailable Revenues - State Capital Outlay	-	-	12,579,246.75
Fund Balances:			
Nonspendable:			
Inventories	-	-	-
Restricted for:			
State Required Carryover Programs	424,159.24	-	-
Capital Projects	-	-	455,438.54
Food Service	-	-	-
Student Groups	-	-	-
Total Restricted Fund Balance	<u>424,159.24</u>	<u>-</u>	<u>455,438.54</u>
Unassigned Fund Balance	<u>917,711.67</u>	<u>-</u>	<u>-</u>
Total Fund Balances	<u>1,341,870.91</u>	<u>-</u>	<u>455,438.54</u>
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES	<u>\$ 2,219,818.33</u>	<u>\$ 0.00</u>	<u>\$ 13,034,685.29</u>

The accompanying notes to financial statements are an integral part of this statement.

Capital Projects - Local Capital Improvement Fund	Other Governmental Funds	Total Governmental Funds
\$ 4,120,044.05	\$ 1,999,971.29	\$ 8,336,529.00
-	-	240,217.23
44.68	879,899.64	13,677,717.05
-	70,679.55	70,679.55
<u>\$ 4,120,088.73</u>	<u>\$ 2,950,550.48</u>	<u>\$ 22,325,142.83</u>
\$ -	\$ 668.75	\$ 222,187.65
27,788.37	371,395.39	1,055,612.28
-	240,217.23	240,217.23
<u>27,788.37</u>	<u>612,281.37</u>	<u>1,518,017.16</u>
-	121,000.00	12,700,246.75
-	70,679.55	70,679.55
-	-	424,159.24
4,092,300.36	644,610.64	5,192,349.54
-	1,166,759.75	1,166,759.75
-	394,797.00	394,797.00
<u>4,092,300.36</u>	<u>2,206,167.39</u>	<u>7,178,065.53</u>
-	(59,577.83)	858,133.84
<u>4,092,300.36</u>	<u>2,217,269.11</u>	<u>8,106,878.92</u>
<u>\$ 4,120,088.73</u>	<u>\$ 2,950,550.48</u>	<u>\$ 22,325,142.83</u>

**Gilchrist County District School Board
Reconciliation of the Governmental Funds Balance Sheet
to the Statement of Net Position
June 30, 2025**

Total Fund Balances - Governmental Funds \$ 8,106,878.92

Amounts reported for governmental activities in the statement of net position are different because:

Capital assets, net of accumulated depreciation, used in governmental activities are not financial resources and, therefore, are not reported as assets in the governmental funds. 44,677,591.71

A portion of State capital outlay funding is not available to pay for current period expenditures and, therefore, is reported as unavailable revenue in the governmental funds. 12,700,246.75

The deferred outflows of resources and deferred inflows of resources related to pensions and other postemployment benefits (OPEB) are applicable to future periods and, therefore, are not reported in the governmental funds.

Deferred Outflows Related to Pensions	\$ 5,766,652.00	
Deferred Outflows Related to OPEB	125,472.00	
Deferred Inflows Related to Pensions	(3,117,656.00)	
Deferred Inflows Related to OPEB	<u>(605,262.00)</u>	2,169,206.00

Long-term liabilities are not due and payable in the fiscal year and, therefore, are not reported as liabilities in the governmental funds. Long-term liabilities at year end consist of:

Special Public Education Capital Outlay Advance Payable	\$ (4,121,587.43)	
Compensated Absences Payable	(2,198,401.51)	
Net Pension Liability	(19,290,945.00)	
Total OPEB Liability	<u>(748,068.00)</u>	<u>(26,359,001.94)</u>

Net Position - Governmental Activities **\$ 41,294,921.44**

The accompanying notes to financial statements are an integral part of this statement.

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Gilchrist County District School Board
Statement of Revenues, Expenditures, and Changes in
Fund Balances – Governmental Funds
For the Fiscal Year Ended June 30, 2025

	<u>General Fund</u>	<u>Special Revenue - Federal Education Stabilization Fund</u>	<u>Capital Projects - Public Education Capital Outlay Fund</u>
Revenues			
Intergovernmental:			
Federal Direct	\$ 43,283.63	\$ -	\$ -
Federal Through State and Local	99,175.29	440,005.25	-
State	22,748,570.90	-	847,129.25
Local:			
Property Taxes	5,640,972.20	-	-
Charges for Services - Food Service	-	-	-
Miscellaneous	678,465.38	-	-
Total Local Revenues	<u>6,319,437.58</u>	<u>-</u>	<u>-</u>
Total Revenues	<u>29,210,467.40</u>	<u>440,005.25</u>	<u>847,129.25</u>
Expenditures			
Current - Education:			
Instruction	17,796,924.89	61,824.87	-
Student Support Services	1,999,002.70	36,972.77	-
Instructional Media Services	250,267.27	-	-
Instruction and Curriculum Development Services	750,434.72	-	-
Instructional Staff Training Services	115,124.92	8,821.49	-
Instruction-Related Technology	434,769.46	-	-
Board	359,952.13	-	-
General Administration	443,468.00	2,038.64	-
School Administration	1,785,323.62	-	-
Facilities Acquisition and Construction	21,504.53	-	-
Fiscal Services	472,275.49	-	-
Food Services	24,749.22	-	-
Central Services	523,056.77	-	-
Student Transportation Services	1,415,281.24	-	-
Operation of Plant	3,220,482.19	-	-
Maintenance of Plant	1,330,172.66	-	-
Administrative Technology Services	204,221.92	-	-
Community Services	112,287.68	-	-
Fixed Capital Outlay:			
Facilities Acquisition and Construction	13,590.00	-	723,436.04
Other Capital Outlay	113,066.93	2,657.17	-
Debt Service:			
Interest and Fiscal Charges	-	-	-
Total Expenditures	<u>31,385,956.34</u>	<u>112,314.94</u>	<u>723,436.04</u>
Excess (Deficiency) of Revenues Over Expenditures	<u>(2,175,488.94)</u>	<u>327,690.31</u>	<u>123,693.21</u>
Other Financing Sources (Uses)			
Transfers In	1,737,019.43	-	-
Transfers Out	-	(327,690.31)	-
Total Other Financing Sources (Uses)	<u>1,737,019.43</u>	<u>(327,690.31)</u>	<u>-</u>
Net Change in Fund Balances	<u>(438,469.51)</u>	<u>-</u>	<u>123,693.21</u>
Fund Balances, Beginning	1,780,340.42	-	-
Adjustments to Beginning Fund Balances	-	-	331,745.33
Fund Balances, Beginning, as Restated	<u>1,780,340.42</u>	<u>-</u>	<u>331,745.33</u>
Fund Balances, Ending	<u>\$ 1,341,870.91</u>	<u>\$ 0.00</u>	<u>\$ 455,438.54</u>

The accompanying notes to financial statements are an integral part of this statement.

Capital Projects - Local Capital Improvement Fund	Special Revenue - Food Service Fund (Former Major Fund)	Other Governmental Funds	Total Governmental Funds
\$ -	\$ -	\$ -	\$ 43,283.63
-	-	5,412,127.38	5,951,307.92
-	-	227,879.20	23,823,579.35
2,169,424.00	-	-	7,810,396.20
-	-	95,876.05	95,876.05
5,867.42	-	995,277.00	1,679,609.80
<u>2,175,291.42</u>	<u>-</u>	<u>1,091,153.05</u>	<u>9,585,882.05</u>
<u>2,175,291.42</u>	<u>-</u>	<u>6,731,159.63</u>	<u>39,404,052.95</u>
-	-	2,741,127.40	20,599,877.16
-	-	403,245.61	2,439,221.08
-	-	-	250,267.27
-	-	191,621.51	942,056.23
-	-	323,816.41	447,762.82
63,213.78	-	-	497,983.24
-	-	-	359,952.13
-	-	71,264.58	516,771.22
-	-	-	1,785,323.62
33,412.69	-	-	54,917.22
-	-	-	472,275.49
-	-	2,769,608.62	2,794,357.84
-	-	-	523,056.77
-	-	-	1,415,281.24
-	-	-	3,220,482.19
9,912.00	-	-	1,340,084.66
-	-	-	204,221.92
-	-	-	112,287.68
161,030.85	-	105,981.87	1,004,038.76
304,272.00	-	117,865.62	537,861.72
-	-	133.89	133.89
<u>571,841.32</u>	<u>-</u>	<u>6,724,665.51</u>	<u>39,518,214.15</u>
<u>1,603,450.10</u>	<u>-</u>	<u>6,494.12</u>	<u>(114,161.20)</u>
-	-	-	1,737,019.43
<u>(1,409,329.12)</u>	<u>-</u>	<u>-</u>	<u>(1,737,019.43)</u>
<u>(1,409,329.12)</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>194,120.98</u>	<u>-</u>	<u>6,494.12</u>	<u>(114,161.20)</u>
3,898,179.38	1,366,600.17	1,175,920.15	8,221,040.12
-	(1,366,600.17)	1,034,854.84	-
<u>3,898,179.38</u>	<u>-</u>	<u>2,210,774.99</u>	<u>8,221,040.12</u>
<u>\$ 4,092,300.36</u>	<u>\$ 0.00</u>	<u>\$ 2,217,269.11</u>	<u>\$ 8,106,878.92</u>

Gilchrist County District School Board
Reconciliation of the Governmental Funds Statement of Revenues, Expenditures,
and Changes in Fund Balances to the Statement of Activities
For the Fiscal Year Ended June 30, 2025

Net Change in Fund Balances - Governmental Funds \$ (114,161.20)

Amounts reported for governmental activities in the statement of activities are different because:

Capital outlays are reported in the governmental funds as expenditures. However, in the statement of activities, the cost of those assets is allocated over their estimated useful lives as depreciation expense. This is the amount of capital outlays in excess of depreciation expense in the current fiscal year. 157,703.50

The loss on the disposal of capital assets during the current fiscal year is reported in the statement of activities. In the governmental funds, the cost of these assets was recognized as an expenditure in the fiscal year purchased. Thus, the change in net position differs from the change in fund balance by the undepreciated cost of the disposed assets. (411,374.18)

Governmental funds recognize revenues when they are measurable and available to pay liabilities in the current period. However, in the statement of activities, revenue is recognized as soon as it is earned regardless of availability. This is the effect of the timing difference between the two methods of revenue recognition. 12,699,959.54

In the statement of activities, the cost of compensated absences is measured by the amounts earned during the year, while in the governmental funds, expenditures are recognized based on the amounts actually paid for compensated absences. This is the net amount of compensated absences earned in excess of the amount paid in the current fiscal year. (356,405.25)

Governmental funds report District OPEB contributions as expenditures. However, in the statement of activities, the cost of OPEB benefits earned net of employee contributions, as determined through an actuarial valuation, is reported as an OPEB expense.

Increase in Total OPEB Liability	\$	(5,690.00)	
Increase in Deferred Outflows of Resources - OPEB		10,534.00	
Decrease in Deferred Inflows of Resources - OPEB		103,337.00	108,181.00

Governmental funds report District pension contributions as expenditures. However, in the statement of activities, the cost of pension benefits earned net of employee contributions is reported as a pension expense.

FRS Pension Contribution	\$	1,935,573.00	
HIS Pension Contribution		363,286.00	
FRS Pension Expense		(1,699,863.00)	
HIS Pension Expense		(168,093.00)	430,903.00

Change in Net Position - Governmental Activities **\$ 12,514,806.41**

The accompanying notes to financial statements are an integral part of this statement.

NOTES TO FINANCIAL STATEMENTS

I. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A. Description of Government-Wide Financial Statements

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the nonfiduciary activities of the Gilchrist County School District (District). All fiduciary activities are reported only in the fund financial statements. Governmental activities are normally supported by taxes, intergovernmental revenues, and other nonexchange transactions.

The statement of activities presents a comparison between direct expenses and program revenues for each function or program of the District's governmental activities. Direct expenses are those that are specifically associated with a service, program, or department and are thereby clearly identifiable to a particular function. Depreciation expense associated with the District's transportation department is allocated to the student transportation services function, while remaining depreciation expense is not readily associated with a particular function and is reported as unallocated.

B. Reporting Entity

The Gilchrist County District School Board (Board) has direct responsibility for operation, control, and supervision of District schools and is considered a primary government for financial reporting. The District is considered part of the Florida system of public education, operates under the general direction of the Florida Department of Education (FDOE), and is governed by State law and State Board of Education (SBE) rules. The governing body of the District is the Board, which is composed of five elected members. The elected Superintendent of Schools is the executive officer of the Board. Geographic boundaries of the District correspond with those of Gilchrist County.

Criteria for determining if other entities are potential component units that should be reported within the District's basic financial statements are identified and described in the Governmental Accounting Standards Board's (GASB) *Codification of Governmental Accounting and Financial Reporting Standards*, Sections 2100 and 2600. The application of these criteria provides for identification of any legally separate entities for which the Board is financially accountable and other organizations for which the nature and significance of their relationship with the Board are such that exclusion would cause the District's basic financial statements to be misleading. Based on these criteria, no component units are included within the District's reporting entity.

C. Basis of Presentation: Government-Wide Financial Statements

While separate government-wide and fund financial statements are presented, they are interrelated. The governmental activities column incorporates data from governmental funds. Separate financial statements are provided for governmental funds and fiduciary funds, even though the latter are excluded from the government-wide financial statements.

The effects of interfund activity have been eliminated from the government-wide financial statements except for interfund services provided and used.

D. Basis of Presentation: Fund Financial Statements

The fund financial statements provide information about the District's funds, including the fiduciary funds. Separate statements for each fund category – governmental and fiduciary – are presented. The emphasis of fund financial statements is on major governmental funds, each displayed in a separate column. All remaining governmental funds are aggregated and reported as nonmajor funds.

The District reports the following major governmental funds:

- General Fund – to account for all financial resources not required to be accounted for in another fund and for certain revenues from the State that are legally restricted to be expended for specific current operating purposes.
- Special Revenue – Federal Education Stabilization Fund – to account for certain Federal grant program resources provided as emergency relief to address the impact of COVID-19 on elementary and secondary schools.
- Capital Projects – Public Education Capital Outlay Fund – to account for the financial resources appropriated from the Public Education Capital Outlay (PECO) to be used for the new construction of Gilchrist County Elementary School.
- Capital Projects – Local Capital Improvement Fund – to account for the financial resources generated by the local capital improvement tax levy to be used for educational capital outlay needs, including new construction, renovation and remodeling projects, new and replacement equipment, and motor vehicle purchases.

During the course of operations, the District has activity between funds for various purposes. Any residual balances outstanding at fiscal year end are reported as due from/to other funds. While these balances are reported in fund financial statements, certain eliminations are made in the preparation of the government-wide financial statements. Further, certain activity occurs during the year involving transfers of resources between funds. In fund financial statements, these amounts are reported at gross amounts as transfers in and out. While reported in fund financial statements, transfers between the funds are eliminated in the preparation of the government-wide financial statements.

E. Measurement Focus and Basis of Accounting

The accounting and financial reporting treatment is determined by the applicable measurement focus and basis of accounting. Measurement focus indicates the type of resources being measured such as current financial resources or economic resources. The basis of accounting indicates the timing of transactions or events for recognition in the financial statements.

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recognized when earned and expenses are recognized when a liability is incurred, regardless of the timing of the related cash flows. Property taxes are recognized in the year for which they are levied. Revenues from grants, entitlements, and donations are recognized as soon as all eligibility requirements imposed by the provider have been met.

The governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues, except for certain grant revenues, are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough

thereafter to pay liabilities of the current period. For this purpose, the District considers revenues to be available if they are collected within 45 days of the end of the current fiscal year. When grant terms provide that the expenditure of resources is the prime factor for determining eligibility for Federal, State, and other grant resources, revenue is recognized at the time the expenditure is made. Entitlements are recorded as revenues when all eligibility requirements are met, including any time requirements, and the amount is received during the period or within the availability period for this revenue source (within 45 days of year end). Property taxes and interest associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. Expenditures are generally recognized when the related fund liability is incurred, as under accrual accounting. However, debt service expenditures, claims and judgments, pension benefits, other postemployment benefits, and compensated absences, are only recorded when payment is due. General capital asset acquisitions are reported as expenditures in governmental funds. Issuance of long-term debt and acquisitions under leases are reported as other financing sources. Allocations of cost, such as depreciation, are not recognized in governmental funds.

F. Assets, Liabilities, Deferred Outflows/Inflows of Resources, and Net Position/Fund Balance

1. Cash and Cash Equivalents

The District's cash and cash equivalents are considered to be cash on hand, demand deposits, and short-term liquid investments with original maturities of 3 months or less from the date of acquisition. Investments classified as cash equivalents include amounts placed with the State Board of Administration (SBA) in Florida PRIME.

Cash deposits are held by banks qualified as public depositories under Florida law. All deposits are insured by Federal depository insurance, up to specified limits, or collateralized with securities held in Florida's multiple financial institution collateral pool as required by Chapter 280, Florida Statutes.

2. Investments

Investments consist of amounts placed with the SBA for participation in the Florida PRIME investment pool created by Section 218.405, Florida Statutes. The investment pool operates under investment guidelines established by Section 215.47, Florida Statutes.

The District's investment in Florida PRIME, which the SBA indicates is a Securities and Exchange Commission Rule 2a7-like external investment pool, are similar to money market funds in which shares are owned in the fund rather than the underlying investments. This investment is reported at fair value, which is amortized cost.

Types and amounts of investments held at fiscal year end are described in a subsequent note.

3. Inventories

Inventories consist of expendable supplies held for consumption in the course of District food service operations. Inventories are stated at cost on the first-in, first-out basis, except that United

States Department of Agriculture donated foods are stated at their fair value as determined at the time of donation to the District's food service program by the Florida Department of Agriculture and Consumer Services, Bureau of Food Distribution. The costs of inventories are recorded as expenditures during the fiscal year and are adjusted at fiscal year end to reflect fiscal year-end physical inventories.

4. Capital Assets

Expenditures for capital assets acquired or constructed for general District purposes are reported in the governmental fund that financed the acquisition or construction. The capital assets so acquired are reported at cost in the government-wide statement of net position but are not reported in the governmental fund financial statements. Capital assets are defined by the District as those costing more than \$1,000. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated assets are recorded at acquisition value at the date of donation.

Capital assets are depreciated using the straight-line method over the following estimated useful lives:

<u>Description</u>	<u>Estimated Useful Lives</u>
Improvements Other Than Buildings	15 years
Buildings and Fixed Equipment	50 years
Furniture, Fixtures, and Equipment	5 years
Motor Vehicles	5 - 10 years
Audio Visual Materials and Computer Software	5 years

Current fiscal year information relative to changes in capital assets is described in a subsequent note.

5. Pensions

In the government-wide statement of net position, liabilities are recognized for the District's proportionate share of each pension plan's net pension liability. For purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the Florida Retirement System (FRS) defined benefit plan and the Health Insurance Subsidy (HIS) defined benefit plan and additions to/deductions from the FRS and the HIS fiduciary net position have been determined on the same basis as they are reported by the FRS and the HIS plans. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with benefit terms. Investments are reported at fair value.

The District's retirement plans and related amounts are described in a subsequent note.

6. Long-Term Liabilities

Long-term obligations that will be financed from resources to be received in the future by governmental funds are reported as liabilities in the government-wide statement of net position.

In the governmental fund financial statements, bonds and other long-term obligations are not recognized as liabilities until due.

Changes in long-term liabilities for the current year are reported in a subsequent note.

7. Deferred Outflows/Inflows of Resources

In addition to assets, the statement of net position reports a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net assets that applies to future periods and so will not be recognized as an outflow of resources (expense) until then. The District has two items that qualify for reporting in this category. The deferred outflows of resources related to pensions and OPEB are discussed in subsequent notes.

In addition to liabilities, the statement of net position and the governmental funds balance sheet report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net assets that applies to future periods and so will not be recognized as an inflow of resources (revenue) until that time. The District has three items that qualify for reporting in this category. The first two items, deferred inflows of resources related to pensions and OPEB, are reported in the statement of net position and are discussed in subsequent notes. The remaining item is reported in the governmental funds balance sheet as unavailable revenues related to State capital outlay and will be recognized as an inflow of resources in the period that the amounts become available.

8. Net Position Flow Assumption

The District occasionally funds outlays for a particular purpose from both restricted (e.g., restricted bond or grant proceeds) and unrestricted resources. To calculate the amounts to report as restricted net position and unrestricted net position in the government-wide financial statements, a flow assumption must be made about the order in which the resources are considered to be applied. Consequently, it is the District's policy to consider restricted net position to have been depleted before unrestricted net position is applied.

9. Fund Balance Flow Assumptions

The District may fund outlays for a particular purpose from both restricted and unrestricted resources (the total of committed, assigned, and unassigned fund balance). To calculate the amounts to report as restricted, committed, assigned, and unassigned fund balance in the governmental fund financial statements, a flow assumption must be made about the order in which the resources are considered to be applied. It is the District's policy to consider restricted fund balance to have been depleted before using any of the components of unrestricted fund balance. Further, when components of unrestricted fund balance can be used for the same purpose, committed fund balance is depleted first, followed by assigned fund balance. Unassigned fund balance is applied last.

10. Fund Balance Policies

Fund balance of governmental funds is reported in various categories based on the nature of any limitations requiring the use of resources for specific purposes. The District itself can establish limitations on the use of resources through either a commitment (committed fund balance) or an assignment (assigned fund balance).

The committed fund balance classification includes amounts that can be used only for the specific purposes determined by a formal action of the District's highest level of decision-making authority. The Board is the highest level of decision-making authority for the District that can, by adoption of a resolution prior to the end of the fiscal year, commit fund balance. Once adopted, the limitation imposed by the resolution remains in place until a similar action is taken (the adoption of another resolution) to remove or revise the limitation. The District reported no committed fund balances at June 30, 2025.

Amounts in the assigned fund balance classification are intended to be used by the District for specific purposes but do not meet the criteria to be classified as committed. The Board has, by approval of the annual financial report, authorized the assignment of fund balance. The Board may also assign fund balance as it does when appropriating fund balance to cover a gap between estimated revenue and appropriations in the subsequent year's appropriated budget. Unlike commitments, assignments generally only exist temporarily. In other words, an additional action does not normally have to be taken for the removal of an assignment. Conversely, as discussed above, an additional action is essential to either remove or revise a commitment. The District reported no assigned fund balances at June 30, 2025.

G. Revenues and Expenditures/Expenses

1. Program Revenues

Amounts reported as program revenues include charges paid by the recipient of the goods or services offered by the program and grants and contributions that are restricted to meeting the operational or capital requirements of a particular program. All taxes, including those dedicated for specific purposes, and other internally dedicated resources are reported as general revenues rather than program revenues. Revenues that are not classified as program revenues are presented as general revenues. The comparison of direct expenses with program revenues identifies the extent to which each governmental function is self-financing or draws from the general revenues of the District.

2. State Revenue Sources

Significant revenues from State sources for current operations include the Florida Education Finance Program administered by the FDOE under the provisions of Section 1011.62, Florida Statutes. In accordance with this law, the District determines and reports the number of full-time equivalent (FTE) students and related data to the FDOE. The FDOE performs certain edit checks on the reported number of FTE and related data and calculates the allocation of funds to the District. The District is permitted to amend its original reporting during specified time periods following the date of the original reporting. The FDOE may also adjust subsequent fiscal period

allocations based upon an audit of the District's compliance in determining and reporting FTE and related data. Normally, such adjustments are treated as reductions or additions of revenue in the fiscal year when the adjustments are made.

The State provides financial assistance to administer certain educational programs. SBE rules require that revenue earmarked for certain programs be expended only for the program for which the money is provided, and require that the money not expended as of the close of the fiscal year be carried forward into the following fiscal year to be expended for the same educational programs. The FDOE generally requires that these educational program revenues be accounted for in the General Fund. A portion of the fund balance of the General Fund is restricted in the governmental fund financial statements for the balance of categorical and earmarked educational program resources.

The District received allocations from the State under the Educational Facilities Security Grant program and for the Trenton Handicap Access Restrooms project. The District is authorized to expend these funds only upon applying for and receiving an encumbrance authorization from the FDOE. Accordingly, the District recognizes the allocation of these funds as unearned revenue until such time as an encumbrance authorization is received.

Pursuant to Section 1013.64, Florida Statutes, the District received special allocations in the 2018-19, 2019-20, 2020-21, and 2024-25 fiscal years for specific construction needs through the Public Education Capital Outlay and Debt Service Trust Fund – Special Facility Construction Account. As a condition for receiving these funds, other construction funding must be pledged for the project, including the capital outlay millage levied pursuant to Section 1011.71(2), Florida Statutes, for the total amount of 3 fiscal years' maximum millage. The District is required to budget no more than the value of 1 mill per year to the project until the District's participation requirement is satisfied. Collections of the pledged revenues that are subsequently paid to the State will be reported as debt service principal expenditures in the governmental funds and reduce the special PECO advance payable in the government-wide statements.

A schedule of revenue from State sources for the current year is presented in a subsequent note.

3. District Property Taxes

The Board is authorized by State law to levy property taxes for district school operations, capital improvements, and debt service.

Property taxes consist of ad valorem taxes on real and personal property within the District. Property values are determined by the Gilchrist County Property Appraiser, and property taxes are collected by the Gilchrist County Tax Collector.

The Board adopted the 2024 tax levy on September 3, 2024. Tax bills are mailed in October and taxes are payable between November 1 of the year assessed and March 31 of the following year at discounts of up to 4 percent for early payment.

Taxes become a lien on the property on January 1 and are delinquent on April 1 of the year following the year of assessment. State law provides for enforcement of collection of personal property taxes by seizure of the property to satisfy unpaid taxes and for enforcement of collection

of real property taxes by the sale of interest-bearing tax certificates to satisfy unpaid taxes. The procedures result in the collection of essentially all taxes prior to June 30 of the year following the year of assessment.

Property tax revenues are recognized in the government-wide financial statements when the Board adopts the tax levy. Property tax revenues are recognized in the governmental fund financial statements when taxes are received by the District, except that revenue is accrued for taxes collected by the Gilchrist County Tax Collector at fiscal year end but not yet remitted to the District.

Millages and taxes levied for the current fiscal year are presented in a subsequent note.

4. Federal Revenue Sources

The District receives Federal awards for the enhancement of various educational programs. Federal awards are generally received based on applications submitted to, and approved by, various granting agencies. For Federal awards in which a claim to these grant proceeds is based on incurring eligible expenditures, revenue is recognized to the extent that eligible expenditures have been incurred. The FDOE may require adjustments to subsequent fiscal period expenditures and related revenues based upon an audit of the District's compliance with applicable Federal awards requirements. Normally, such adjustments are treated as reductions of expenditures and related revenues in the fiscal year when the adjustments are made.

5. Compensated Absences

A compensated absence is leave (e.g., employee vacation leave and sick leave) for which employees may receive one or more (a) cash payments when the leave is used for time off; (b) other cash payments, such as payment for unused leave upon termination of employment; or (c) noncash settlements, such as conversion to defined benefit postemployment benefits. In the government-wide financial statements, compensated absences are estimated and accrued as liabilities to the extent that it is more likely than not that the leave will be used for time off or otherwise paid in cash or settled through noncash means. A liability for these amounts is reported in the governmental fund financial statements only if it has matured, such as for occurrences of employee resignations and retirements. The liability for compensated absences includes salary-related benefits, where applicable.

II. ACCOUNTING CHANGES

A. Changes to or within the Financial Reporting Entity.

Change from Major to Nonmajor Fund. The Special Revenue – Food Service Fund met the quantitative requirements for reporting as a major fund in the previous fiscal year. This fund did not meet those requirements for reporting as a major fund in the current fiscal year and as such is reported as a nonmajor fund. The effect of this change to or within the financial reporting entity is shown in the table below.

Change from Nonmajor to Major Fund. The Capital Projects – Public Education Capital Outlay Fund meets the quantitative requirements for reporting as a major fund in the current fiscal year

whereas it did not meet those requirements in the previous fiscal year. The effect of this change to or within the financial reporting entity is shown in the table below.

	Reporting Units Affected by Restatements of Beginning Balances		
	Funds		
	Capital Projects - Public Education Capital Outlay	Special Revenue - Food Service	Nonmajor Governmental
Beginning Balances, as previously reported	\$ -	\$ 1,366,600.17	\$ 1,175,920.15
Change from major to nonmajor fund	-	(1,366,600.17)	1,366,600.17
Change from nonmajor to major fund	331,745.87	-	(331,745.87)
Beginning Balances, as restated	<u>\$ 331,745.87</u>	<u>\$ 0.00</u>	<u>\$ 2,210,774.45</u>

III. STEWARDSHIP, COMPLIANCE, AND ACCOUNTABILITY

Deficit Fund Balance in Individual Nonmajor Fund. At June 30, 2025, the Capital Projects – Other Fund had a deficit fund balance of \$59,577.83. The deficit is due to the timing of cash requested from the FDOE and the receipt of the requested funds to offset expenditures incurred for the Trenton Handicap Access Restrooms project.

IV. DETAILED NOTES ON ALL ACTIVITIES AND FUNDS

A. Cash Deposits with Financial Institutions

Custodial Credit Risk. In the case of deposits, this is the risk that, in the event of the failure of a depository financial institution, the District will not be able to recover deposits or will not be able to recover collateral securities that are in the possession of an outside party. The District does not have a policy for custodial credit risk. All bank balances of the District are fully insured or collateralized as required by Chapter 280, Florida Statutes.

B. Investments

The District’s investments at June 30, 2025, are reported as follows:

<u>Investments</u>	<u>Maturities</u>	<u>Fair Value</u>
SBA: Florida PRIME (1)	47 Days	<u>\$ 7,070,255.96</u>

(1) This investment is reported as a cash equivalent for financial statement reporting purposes.

Interest Rate Risk

Interest rate risk is the risk that changes in interest rates will adversely affect the fair value of an investment. The District does not have a formal investment policy that limits investment maturities as a means of managing its exposure to fair value losses from increasing interest rates.

Florida PRIME uses a weighted average days to maturity (WAM). A portfolio’s WAM reflects the average maturity in days based on final maturity or reset date, in the case of floating rate instruments. WAM measures the sensitivity of the portfolio to interest rate changes.

For Florida PRIME, with regard to redemption gates, Section 218.409(8)(a), Florida Statutes, states, “The principal, and any part thereof, of each account constituting the trust fund is subject to payment at any time from the moneys in the trust fund. However, the executive director may, in good faith, on the occurrence of an event that has a material impact on liquidity or operations of the trust fund, for 48 hours limit contributions to or withdrawals from the trust fund to ensure that the board [State Board of Administration] can invest moneys entrusted to it in exercising its fiduciary responsibility. Such action must be immediately disclosed to all participants, the trustees, the Joint Legislative Auditing Committee, and the Investment Advisory Council. The trustees shall convene an emergency meeting as soon as practicable from the time the executive director has instituted such measures and review the necessity of those measures. If the trustees are unable to convene an emergency meeting before the expiration of the 48-hour moratorium on contributions and withdrawals, the moratorium may be extended by the executive director until the trustees are able to meet to review the necessity for the moratorium. If the trustees agree with such measures, the trustees shall vote to continue the measures for up to an additional 15 days. The trustees must convene and vote to continue any such measures before the expiration of the time limit set, but in no case may the time limit set by the trustees exceed 15 days.” As of June 30, 2025, there were no redemption fees, maximum transaction amounts, or any other requirements that serve to limit a participant’s daily access to 100 percent of their account value.

Credit Risk

Credit risk is the risk that an issuer or other counterparty to an investment will not fulfill its obligations. Section 218.415(17), Florida Statutes, limits investments to the Local Government Surplus Funds Trust Fund [Florida PRIME], or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperation Act as provided in Section 163.01, Florida Statutes; Securities and Exchange Commission registered money market funds with the highest credit quality rating from a nationally recognized rating agency; interest-bearing time deposits or savings accounts in qualified public depositories, as defined in Section 280.02, Florida Statutes; and direct obligations of the United States Treasury. The District’s investment policy limits investments to bids from qualified public depositories, certificates of deposit, time deposits, securities of the United States Government, State managed cooperative investment plans, and other forms of investments as authorized by Section 218.415, Florida Statutes.

The District’s investment in Florida PRIME is rated AAAM by Standard & Poor’s.

C. Changes in Capital Assets

Changes in capital assets are presented in the following table:

	<u>Beginning Balance</u>	<u>Additions</u>	<u>Deletions</u>	<u>Ending Balance</u>
GOVERNMENTAL ACTIVITIES				
Capital Assets Not Being Depreciated:				
Land	\$ 392,385.79	\$ 723,436.58	\$ -	\$ 1,115,822.37
Capital Assets Being Depreciated:				
Improvements Other Than Buildings	2,301,478.22	-	-	2,301,478.22
Buildings and Fixed Equipment	73,104,405.06	280,602.72	1,383,585.18	72,001,422.60
Furniture, Fixtures, and Equipment	3,923,501.63	232,512.91	9,344.57	4,146,669.97
Motor Vehicles	3,373,856.24	305,348.00	141,332.00	3,537,872.24
Audio Visual Materials and Computer Software	600,521.54	-	-	600,521.54
Total Capital Assets Being Depreciated	<u>83,303,762.69</u>	<u>818,463.63</u>	<u>1,534,261.75</u>	<u>82,587,964.57</u>
Less Accumulated Depreciation for:				
Improvements Other Than Buildings	2,181,996.03	22,112.05	-	2,204,108.08
Buildings and Fixed Equipment	30,745,542.81	1,081,807.96	975,991.94	30,851,358.83
Furniture, Fixtures, and Equipment	2,683,209.74	94,956.90	5,563.63	2,772,603.01
Motor Vehicles	2,553,615.97	185,319.80	141,332.00	2,597,603.77
Audio Visual Materials and Computer Software	600,521.54	-	-	600,521.54
Total Accumulated Depreciation	<u>38,764,886.09</u>	<u>1,384,196.71</u>	<u>1,122,887.57</u>	<u>39,026,195.23</u>
Total Capital Assets Being Depreciated, Net	<u>44,538,876.60</u>	<u>(565,733.08)</u>	<u>411,374.18</u>	<u>43,561,769.34</u>
Governmental Activities Capital Assets, Net	<u>\$ 44,931,262.39</u>	<u>\$ 157,703.50</u>	<u>\$ 411,374.18</u>	<u>\$ 44,677,591.71</u>

Depreciation expense was charged to functions as follows:

<u>Function</u>	<u>Amount</u>
GOVERNMENTAL ACTIVITIES	
Student Transportation Services	\$ 87,726.60
Unallocated	1,296,470.11
Total Depreciation Expense – Governmental Activities	<u>\$ 1,384,196.71</u>

D. Retirement Plans

1. FRS – Defined Benefit Pension Plans

General Information about the FRS

The FRS was created in Chapter 121, Florida Statutes, to provide a defined benefit pension plan for participating public employees. The FRS was amended in 1998 to add the Deferred Retirement Option Program (DROP) under the defined benefit plan and amended in 2000 to provide a defined contribution plan alternative to the defined benefit plan for FRS members effective July 1, 2002. This integrated defined contribution pension plan is the FRS Investment Plan. Chapter 112, Florida Statutes, established the Retiree HIS Program, a cost-sharing multiple-employer defined benefit pension plan, to assist retired members of any State-administered retirement system in paying the costs of health insurance.

Essentially all regular employees of the District are eligible to enroll as members of the State-administered FRS. Provisions relating to the FRS are established by Chapters 121 and 122, Florida Statutes; Chapter 112, Part IV, Florida Statutes; Chapter 238, Florida Statutes; and FRS Rules, Chapter 60S, Florida Administrative Code; wherein eligibility, contributions, and benefits are defined and described in detail. Such provisions may be amended at any time by further action from the Florida Legislature. The FRS is a single retirement system administered by the Florida Department of Management Services, Division of Retirement, and consists of the two cost-sharing multiple-employer defined benefit plans and other nonintegrated programs. An annual comprehensive financial report of the FRS, which includes its financial statements, required supplementary information, actuarial report, and other relevant information, is available from the Florida Department of Management Services Web site (www.dms.myflorida.com).

The District's FRS and HIS pension expense totaled \$1,867,956 for the fiscal year ended June 30, 2025.

FRS Pension Plan

Plan Description. The FRS Pension Plan (Plan) is a cost-sharing multiple-employer defined benefit pension plan, with a DROP for eligible employees. The general classes of membership are:

- *Regular* – Members of the FRS who do not qualify for membership in the other classes.
- *Elected County Officers* – Members who hold specified elective offices in local government.
- *Senior Management Service* – Members in senior management level positions.

Employees enrolled in the Plan prior to July 1, 2011, vest at 6 years of creditable service and employees enrolled in the Plan on or after July 1, 2011, vest at 8 years of creditable service. All vested members, enrolled prior to July 1, 2011, are eligible for normal retirement benefits at age 62 or at any age after 30 years of service. All members enrolled in the Plan on or after July 1, 2011, once vested, are eligible for normal retirement benefits at age 65 or any time after 33 years of creditable service. Employees enrolled in the Plan may include up to 4 years of credit for military service toward creditable service. The Plan also includes an early retirement provision; however, there is a benefit reduction for each year a member retires before his or her normal retirement date. The Plan provides retirement, disability, death benefits, and annual cost-of-living adjustments to eligible participants.

The DROP, subject to provisions of Section 121.091, Florida Statutes, permits employees eligible for normal retirement under the Plan to defer receipt of monthly benefit payments while continuing employment with an FRS participating employer. An employee may participate in DROP for a period not to exceed 96 months after electing to participate, except that certain instructional personnel may participate for up to 120 months. During the period of DROP participation, deferred monthly benefits are held in the FRS Trust Fund and accrue interest. The net pension liability does not include amounts for DROP participants, as these members are considered retired and are not accruing additional pension benefits.

Benefits Provided. Benefits under the Plan are computed on the basis of age and/or years of service, average final compensation, and service credit. Credit for each year of service is expressed as a percentage of the average final compensation. For members initially enrolled before July 1, 2011, the average final compensation is the average of the 5 highest fiscal years' earnings; for members initially enrolled on or after July 1, 2011, the average final compensation is the average of the 8 highest fiscal years' earnings. The total percentage value of the benefit received is determined by calculating the total value of all service, which is based on the retirement class to which the member belonged when the service credit was earned. Members are eligible for in-line-of-duty or regular disability and survivors' benefits. The following table shows the percentage value for each year of service credit earned:

<u>Class, Initial Enrollment, and Retirement Age/Years of Service</u>	<u>Percent Value</u>
Regular Members Initially Enrolled Before July 1, 2011	
Retirement up to age 62 or up to 30 years of service	1.60
Retirement at age 63 or with 31 years of service	1.63
Retirement at age 64 or with 32 years of service	1.65
Retirement at age 65 or with 33 or more years of service	1.68
Regular Members Initially Enrolled On or After July 1, 2011	
Retirement up to age 65 or up to 33 years of service	1.60
Retirement at age 66 or with 34 years of service	1.63
Retirement at age 67 or with 35 years of service	1.65
Retirement at age 68 or with 36 or more years of service	1.68
Elected County Officers	3.00
Senior Management Service	2.00

As provided in Section 121.101, Florida Statutes, if the member was initially enrolled in the Plan before July 1, 2011, and all service credit was accrued before July 1, 2011, the annual cost-of-living adjustment is 3 percent per year. If the member was initially enrolled before July 1, 2011, and has service credit on or after July 1, 2011, there is an individually calculated cost-of-living adjustment. The annual cost-of-living adjustment is a proportion of 3 percent determined by dividing the sum of the pre-July 2011 service credit by the total service credit at retirement multiplied by 3 percent. Plan members initially enrolled on or after July 1, 2011, will not have a cost-of-living adjustment after retirement.

Contributions. The Florida Legislature establishes contribution rates for participating employers and employees. Contribution rates during the 2024-25 fiscal year were as follows:

<u>Class</u>	<u>Percent of Gross Salary</u>	
	<u>Employee</u>	<u>Employer (1)</u>
FRS, Regular	3.00	13.63
FRS, Elected County Officers	3.00	58.68
FRS, Senior Management Service	3.00	34.52
DROP – Applicable to Members from All of the Above Classes	0.00	21.13
FRS, Reemployed Retiree	(2)	(2)

(1) Employer rates include 2 percent for the postemployment health insurance subsidy. Also, employer rates, other than for DROP participants, include 0.06 percent for administrative costs of the Investment Plan.

(2) Contribution rates are dependent upon retirement class in which reemployed.

The District’s contributions to the Plan totaled \$1,935,573 for the fiscal year ended June 30, 2025.

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions. At June 30, 2025, the District reported a liability of \$12,963,552 for its proportionate share of the Plan’s net pension liability. The net pension liability was measured as of June 30, 2024, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of July 1, 2024. The District’s proportionate share of the net pension liability was based on the District’s 2023-24 fiscal year contributions relative to the total 2023-24 fiscal year contributions of all participating members. At June 30, 2024, the District’s proportionate share was 0.033510796 percent, which was a decrease of 0.002619230 from its proportionate share measured as of June 30, 2023.

For the fiscal year ended June 30, 2025, the District recognized a Plan pension expense of \$1,699,863. In addition, the District reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

<u>Description</u>	<u>Deferred Outflows of Resources</u>	<u>Deferred Inflows of Resources</u>
Differences Between Expected and Actual Experience	\$ 1,309,667	\$ -
Change of Assumptions	1,776,773	-
Net Difference Between Projected and Actual Earnings on FRS Pension Plan Investments	-	861,625
Changes in Proportion and Differences Between District FRS Contributions and Proportionate Share of Contributions	206,907	1,151,733
District FRS Contributions Subsequent to the Measurement Date	1,935,573	-
Total	\$ 5,228,920	\$ 2,013,358

The deferred outflows of resources related to pensions resulting from District contributions to the Plan subsequent to the measurement date, totaling \$1,935,573, will be recognized as a reduction of the net pension liability in the fiscal year ending June 30, 2026. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

<u>Fiscal Year Ending June 30</u>	<u>Amount</u>
2026	\$ (442,152)
2027	1,949,596
2028	(112,176)
2029	(185,594)
2030	70,315
Total	\$ 1,279,989

Actuarial Assumptions. The total pension liability in the July 1, 2024, actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Inflation	2.40 percent
Salary Increases	3.50 percent, average, including inflation
Investment Rate of Return	6.70 percent, net of pension plan investment expense, including inflation

Salary increases were changed from 3.25 percent in the previous valuation to 3.50 percent.

Mortality rates were based on the PUB-2010 base table, projected generationally with Scale MP-2021. This is a change from the previous valuation in which the mortality rates were based on the PUB-2010 base table, projected generationally with Scale MP-2018.

The actuarial assumptions used in the July 1, 2024, valuation were based on the results of an actuarial experience study for the period July 1, 2018, through June 30, 2023.

The long-term expected rate of return on pension plan investments was not based on historical returns, but instead is based on a forward-looking capital market economic model. The allocation policy's description of each asset class was used to map the target allocation to the asset classes shown below. Each asset class assumption is based on a consistent set of underlying assumptions and includes an adjustment for the inflation assumption. The target allocation and best estimates of arithmetic and geometric real rates of return for each major asset class are summarized in the following table:

<u>Asset Class</u>	<u>Target Allocation (1)</u>	<u>Annual Arithmetic Return</u>	<u>Compound Annual (Geometric) Return</u>	<u>Standard Deviation</u>
Cash	1.0%	3.3%	3.3%	1.1%
Fixed Income	29.0%	5.7%	5.6%	3.9%
Global Equity	45.0%	8.6%	7.0%	18.2%
Real Estate	12.0%	8.1%	6.8%	16.6%
Private Equity	11.0%	12.4%	8.8%	28.4%
Strategic Investments	2.0%	6.6%	6.2%	8.7%
Total	100%			
Assumed inflation - Mean			2.4%	1.5%

(1) As outlined in the Plan's investment policy.

Discount Rate. The discount rate used to measure the total pension liability was 6.7 percent. The Plan’s fiduciary net position was projected to be available to make all projected future benefit payments of current active and inactive employees. Therefore, the discount rate for calculating the total pension liability is equal to the long-term expected rate of return. The discount rate used in the 2024 valuation was unchanged from the previous valuation.

Sensitivity of the District’s Proportionate Share of the Net Pension Liability to Changes in the Discount Rate. The following presents the District’s proportionate share of the net pension liability calculated using the discount rate of 6.7 percent, as well as what the District’s proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1 percentage point lower (5.7 percent) or 1 percentage point higher (7.7 percent) than the current rate:

	1% Decrease (5.7%)	Current Discount Rate (6.7%)	1% Increase (7.7%)
District's Proportionate Share of the Net Pension Liability	\$ 22,802,434	\$ 12,963,552	\$ 4,721,401

Pension Plan Fiduciary Net Position. Detailed information about the Plan’s fiduciary net position is available in the separately issued FRS Pension Plan and Other State Administered Systems Annual Comprehensive Financial Report.

HIS Pension Plan

Plan Description. The HIS Pension Plan (HIS Plan) is a cost-sharing multiple-employer defined benefit pension plan established under Section 112.363, Florida Statutes, and may be amended by the Florida Legislature at any time. The benefit is a monthly payment to assist retirees of State-administered retirement systems in paying their health insurance costs and is administered by the Florida Department of Management Services, Division of Retirement.

Benefits Provided. For the fiscal year ended June 30, 2025, eligible retirees and beneficiaries received a monthly HIS payment of \$7.50 for each year of creditable service completed at the time of retirement, with a minimum HIS payment of \$45 and a maximum HIS payment of \$225 per month, pursuant to Section 112.363, Florida Statutes. To be eligible to receive a HIS Plan benefit, a retiree under a State-administered retirement system must provide proof of health insurance coverage, which may include Federal Medicare.

Contributions. The HIS Plan is funded by required contributions from FRS participating employers as set by the Florida Legislature. Employer contributions are a percentage of gross compensation for all active FRS members. For the fiscal year ended June 30, 2025, the contribution rate was 2 percent of payroll pursuant to Section 112.363, Florida Statutes. The District contributed 100 percent of its statutorily required contributions for the current and preceding 3 years. HIS Plan contributions are deposited in a separate trust fund from which payments are authorized. HIS Plan benefits are not guaranteed and are subject to annual legislative appropriation. In the event the legislative appropriation or available funds fail to provide full subsidy benefits to all participants, benefits may be reduced or canceled.

The District's contributions to the HIS Plan totaled \$363,286 for the fiscal year ended June 30, 2025.

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions. At June 30, 2025, the District reported a net pension liability of \$6,327,393 for its proportionate share of the HIS Plan's net pension liability. The current portion of the net pension liability is the District's proportionate share of benefit payments expected to be paid within 1 year, net of the District's proportionate share of the HIS Plan's fiduciary net position available to pay that amount. The net pension liability was measured as of June 30, 2024, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of July 1, 2024. The District's proportionate share of the net pension liability was based on the District's 2023-24 fiscal year contributions relative to the total 2023-24 fiscal year contributions of all participating members. At June 30, 2024, the District's proportionate share was 0.042179878 percent, which was a decrease of 0.001152985 from its proportionate share measured as of June 30, 2023.

For the fiscal year ended June 30, 2025, the District recognized the HIS Plan pension expense of \$168,093. In addition, the District reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

<u>Description</u>	<u>Deferred Outflows of Resources</u>	<u>Deferred Inflows of Resources</u>
Differences Between Expected and Actual Experience	\$ 61,095	\$ 12,150
Change of Assumptions	111,980	749,082
Net Difference Between Projected and Actual Earnings on HIS Pension Plan Investments	-	2,288
Changes in Proportion and Differences Between District HIS Contributions and Proportionate Share of Contributions	1,371	340,778
District HIS Contributions Subsequent to the Measurement Date	363,286	-
Total	\$ 537,732	\$ 1,104,298

The deferred outflows of resources related to pensions resulting from District contributions to the HIS Plan subsequent to the measurement date, totaling \$363,286, will be recognized as a reduction of the net pension liability in the fiscal year ending June 30, 2026. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

<u>Fiscal Year Ending June 30</u>	<u>Amount</u>
2026	\$ (189,891)
2027	(198,253)
2028	(234,182)
2029	(176,424)
2030	(103,649)
Thereafter	(27,453)
Total	\$ (929,852)

Actuarial Assumptions. The total pension liability in the July 1, 2024, actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Inflation	2.40 percent
Salary Increases	3.50 percent, average, including inflation
Municipal Bond Rate	3.93 percent

Salary increases were changed from 3.25 percent in the previous valuation to 3.50 percent.

Mortality rates were based on the PUB-2010 base table, projected generationally with Scale MP-2021. This is a change from the previous valuation in which the mortality rates were based on the PUB-2010 base table, projected generationally with Scale MP-2018.

While an experience study had not been completed for the HIS Plan, the actuarial assumptions that determined the total pension liability for the HIS Plan were based on certain results of the most recent experience study for the FRS Plan.

Discount Rate. The discount rate used to measure the total pension liability was 3.93 percent. In general, the discount rate for calculating the total pension liability is equal to the single rate equivalent to discounting at the long-term expected rate of return for benefit payments prior to the projected depletion date. Because the HIS benefit is essentially funded on a pay-as-you-go basis, the depletion date is considered to be immediate, and the single equivalent discount rate is equal to the municipal bond rate selected by the HIS Plan sponsor. The Bond Buyer General Obligation 20-Bond Municipal Bond Index was adopted as the applicable municipal bond index. The discount rate changed from 3.65 percent to 3.93 percent.

Sensitivity of the District's Proportionate Share of the Net Pension Liability to Changes in the Discount Rate. The following presents the District's proportionate share of the net pension liability calculated using the discount rate of 3.93 percent, as well as what the District's proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1 percentage point lower (2.93 percent) or 1 percentage point higher (4.93 percent) than the current rate:

	1% Decrease (2.93%)	Current Discount Rate (3.93%)	1% Increase (4.93%)
District's Proportionate Share of the Net Pension Liability	\$ 7,202,925	\$ 6,327,393	\$ 5,600,562

Pension Plan Fiduciary Net Position. Detailed information about the HIS Plan's fiduciary net position is available in the separately issued FRS Pension Plan and Other State Administered Systems Annual Comprehensive Financial Report.

2. FRS – Defined Contribution Pension Plan

The SBA administers the defined contribution plan officially titled the FRS Investment Plan (Investment Plan). The Investment Plan is reported in the SBA's annual financial statements and in the State's Annual Comprehensive Financial Report.

As provided in Section 121.4501, Florida Statutes, eligible FRS members may elect to participate in the Investment Plan in lieu of the FRS defined benefit plan. District employees participating in DROP are not eligible to participate in the Investment Plan. Employer and employee contributions, including amounts contributed to individual member's accounts, are defined by law, but the ultimate benefit depends in part on the performance of investment funds. Retirement benefits are based upon the value of the member's account upon retirement. Benefit terms, including contribution requirements, for the Investment Plan are established and may be amended by the Florida Legislature. The Investment Plan is funded with the same employer and employee contribution rates that are based on salary and membership class (Regular, Elected County Officers, etc.), as the FRS defined benefit plan. Contributions are directed to individual member accounts and the individual members allocate contributions and account balances among various approved investment choices. Costs of administering the Investment Plan, including the FRS Financial Guidance Program, are funded through an employer contribution of 0.06 percent of payroll and by forfeited benefits of Investment Plan members. Allocations to the Investment Plan member accounts during the 2024-25 fiscal year were as follows:

<u>Class</u>	<u>Percent of Gross Compensation</u>
FRS, Regular	11.30
FRS, Elected County Officers	16.34
FRS, Senior Management Service	12.67

For all membership classes, employees are immediately vested in their own contributions and are vested after 1 year of service for employer contributions and investment earnings, regardless of membership class. If an accumulated benefit obligation for service credit originally earned under the FRS Pension Plan is transferred to the Investment Plan, the member must have the years of service required for FRS Pension Plan vesting (including the service credit represented by the transferred funds) to be vested for these funds and the earnings on the funds. Nonvested employer contributions are placed in a suspense account for up to 5 years. If the employee returns to FRS-covered employment within the 5-year period, the employee will regain control over their account. If the employee does not return within the 5-year period, the employee will forfeit the accumulated account balance. For the fiscal year ended June 30, 2025, the information for the amount of forfeitures was unavailable from the SBA; however, management believes that these amounts, if any, would be immaterial to the District.

After termination and applying to receive benefits, the member may rollover vested funds to another qualified plan, structure a periodic payment under the Investment Plan, receive a lump-sum distribution, leave the funds invested for future distribution, or any combination of these options. Disability coverage is provided in which the member may either transfer the account

balance to the FRS Pension Plan when approved for disability retirement to receive guaranteed lifetime monthly benefits under the FRS Pension Plan or remain in the Investment Plan and rely upon that account balance for retirement income.

The District's Investment Plan pension expense totaled \$716,509.11 for the fiscal year ended June 30, 2025.

E. Other Postemployment Benefit Obligations

Plan Description. The Other Postemployment Benefits Plan (OPEB Plan) is a single-employer defined benefit plan administered by the District that provides OPEB for all employees who satisfy the District's retirement eligibility provisions. Pursuant to Section 112.0801, Florida Statutes, former employees who retire from the District are eligible to participate in the District's health and hospitalization plan for medical, prescription drug, dental, vision, and life insurance coverage. Retirees and their eligible dependents shall be offered the same health and hospitalization insurance coverage as is offered to active employees at a premium cost of no more than the premium cost applicable to active employees. The District subsidizes the premium rates paid by retirees by allowing them to participate in the OPEB Plan at reduced or blended group (implicitly subsidized) premium rates for both active and retired employees. These rates provide an implicit subsidy for retirees because retiree healthcare costs are generally greater than active employee healthcare costs. The OPEB Plan contribution requirements and benefit terms of the District and the OPEB Plan members are established and may be amended through recommendations of the Insurance Committee and action from the Board. No assets are accumulated in a trust that meets the criteria in paragraph 4 of GASB Statement No. 75.

Benefits Provided. The OPEB Plan provides healthcare, dental, and vision benefits for retirees and their dependents, and life insurance benefits up to \$10,000 for retirees. The OPEB Plan only provides an implicit subsidy as described above.

Employees Covered by Benefit Terms. At June 30, 2023, the following employees were covered by the benefit terms:

Inactive Employees or Beneficiaries Currently Receiving Benefits	12
Active Employees	<u>378</u>
Total	<u>390</u>

Total OPEB Liability. The District's total OPEB liability of \$748,068 was measured as of June 30, 2024, and was determined by an actuarial valuation as of June 30, 2023, and update procedures were used to determine the total OPEB liability as of June 30, 2024.

Actuarial Assumptions and Other Inputs. The total OPEB liability was determined using the following actuarial assumptions and other inputs, applied to all periods included in the measurement, unless otherwise specified:

Inflation	2.5 percent
Salary Increases	3.4 percent, increasing to 7.8 percent, including inflation
Discount Rate	3.93 percent
Healthcare Cost Trend Rates	27 percent for 2023, followed by 7 percent the following year, then gradually decreasing according to the Getzen Model, to an ultimate trend rate of 4 percent
Aging Factors	Based on the 2013 SOA Study “Health Care Costs – From Birth to Death.”
Expenses	Administrative expenses are included in the per capita health costs.

For plans that do not have formal assets, the discount rate should equal the tax-exempt municipal bond rate based on an index of 20-year general obligation municipal bonds with an average AA credit rating as of the measurement date. For the purpose of this OPEB Plan actuarial valuation, the municipal bond rate of 3.93 percent based on the daily rate of the Bond Buyer General Obligation 20 Bond Municipal Bond Index closest to but not later than the measurement date.

Demographic assumptions employed in the actuarial valuation were the same as those employed in the July 1, 2023, actuarial valuation of the FRS Defined Benefit Pension Plan. These demographic assumptions were developed by FRS from an actuarial experience study and therefore are appropriate for use in the OPEB Plan actuarial valuation. These include assumed rates of future termination, mortality, disability, and retirement. In addition, salary increase assumptions (for development of the pattern of the normal cost increases) were the same as those used in the July 1, 2023, actuarial valuation of the FRS Defined Benefit Pension Plan. Assumptions used in valuation of benefits for participants of the FRS Investment Plan are the same as for similarly situated participants of the FRS Defined Benefit Pension Plan.

Changes in the Total OPEB Liability.

	<u>Amount</u>
Balance at June 30, 2024	\$ 742,378
Changes for the year:	
Service Cost	24,914
Interest	84,951
Changes of Assumptions or Other Inputs	(59,233)
Benefit Payments	(44,942)
Net Changes	5,690
Balance at June 30, 2025	\$ 748,068

The changes of assumptions was based on an increase in the discount rate from 3.86 percent to 3.93 percent.

Sensitivity of the Total OPEB Liability to Changes in the Discount Rate. The following table presents the total OPEB liability of the District, as well as what the District’s total OPEB liability would be if it

were calculated using a discount rate that is 1 percentage point lower (2.93 percent) or 1 percentage point higher (4.93 percent) than the current rate:

	<u>1% Decrease (2.93%)</u>	<u>Current Discount Rate (3.93%)</u>	<u>1% Increase (4.93%)</u>
Total OPEB Liability	\$ 787,619	\$ 748,068	\$ 707,981

Sensitivity of the Total OPEB Liability to Changes in the Healthcare Cost Trend Rates. The following table presents the total OPEB liability of the District, as well as what the District's total OPEB liability would be if it were calculated using healthcare cost trend rates that are 1 percentage point lower or 1 percentage point higher than the current healthcare cost trend rates:

	<u>1% Decrease</u>	<u>Healthcare Cost Trend Rates</u>	<u>1% Increase</u>
Total OPEB Liability	\$ 674,922	\$ 748,068	\$ 834,071

OPEB Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB. For the fiscal year ended June 30, 2025, the District recognized a negative OPEB expense of \$30,062. At June 30, 2025, the District reported deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources:

<u>Description</u>	<u>Deferred Outflows of Resources</u>	<u>Deferred Inflows of Resources</u>
Differences Between Expected and Actual Experience	\$ 25,429	\$ 140,361
Changes of Assumptions or Other Inputs	21,922	464,901
Benefits Paid Subsequent to the Measurement Date	78,121	-
Total	<u>\$ 125,472</u>	<u>\$ 605,262</u>

The deferred outflows of resources related to OPEB resulting from benefits paid subsequent to the measurement date, totaling \$78,121, will be recognized as a reduction of the total OPEB liability in the fiscal year ending June 30, 2026. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to OPEB will be recognized in OPEB expense as follows:

<u>Fiscal Year Ending June 30</u>	<u>Amount</u>
2026	\$ (83,726)
2027	(83,726)
2028	(104,306)
2029	(76,199)
2030	(29,983)
Thereafter	(179,971)
Total	<u>\$ (557,911)</u>

F. Risk Management Programs

The District is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters. The District is a member of the North East Florida Education Consortium (Consortium) under which several district school boards have established a combined limited self-insurance program for property protection, general liability, automobile liability, workers' compensation, money and securities, employee fidelity and faithful performance, boiler and machinery, and other coverage deemed necessary by the members of the Consortium. Section 1001.42(12)(k), Florida Statutes, provides the authority for the District to enter into such a risk management program. The Consortium is self-sustaining through member assessments (premiums), and purchases coverage through commercial companies for claims in excess of specified amounts. The Board of Directors for the Consortium is composed of superintendents of all participating districts. The Putnam County District School Board serves as fiscal agent for the Consortium.

The District's health and hospitalization insurance program is administered by Public Risk Management (PRM) which is a health and risk management consortium. PRM is comprised of several Gilchrist County entities who have established a combined limited self-insurance program. Plans are negotiated for and voted on by the Board. The Board of Members for the Consortium is composed of select employees of all participating governmental entities. The Consortium is self-sustaining through member assessments (premiums), and purchases coverage through commercial companies.

Settled claims resulting from these risks have not exceeded commercial coverage in any of the past 3 fiscal years.

G. Long-Term Liabilities

1. Special Public Education Capital Outlay Advance Payable

The liability at June 30, 2025, of \$4,121,587.43 represents the amount of the Public Education Capital Outlay Special Facilities allocation expected to be replaced by other District capital outlay sources that are committed under Section 1013.64, Florida Statutes, for funding specific construction needs. The liability is expected to be retired by the close of the 2025-26 fiscal year.

2. Changes in Long-Term Liabilities

The following is a summary of changes in long-term liabilities:

Description	Beginning Balance	Additions	Deductions	Ending Balance	Due In One Year
GOVERNMENTAL ACTIVITIES					
Compensated Absences Payable (1)	\$ 1,841,996.26	\$ 356,405.25	\$ -	\$ 2,198,401.51	\$ 120,082.17
Net Pension Liability	21,278,509.00	6,561,476.00	8,549,040.00	19,290,945.00	-
Total OPEB Liability	742,378.00	109,865.00	104,175.00	748,068.00	78,121.00
Special PECO Advance Payable	4,121,587.43	-	-	4,121,587.43	4,121,587.43
Total Governmental Activities	\$27,984,470.69	\$7,027,746.25	\$8,653,215.00	\$26,359,001.94	\$4,319,790.60

(1) The change in compensated absences payable is presented as a net change.

For the governmental activities, pensions and other postemployment benefits are generally liquidated with resources of the General Fund.

H. Fund Balance Reporting

In addition to committed and assigned fund balance categories discussed in Note I.F.10., fund balances may be classified as follows:

- **Nonspendable Fund Balance**. Nonspendable fund balance is the net current financial resources that cannot be spent because they are either not in spendable form or are legally or contractually required to be maintained intact. Generally, not in spendable form means that an item is not expected to be converted to cash.
- **Restricted Fund Balance**. Restricted fund balance is the portion of fund balance on which constraints have been placed by creditors, grantors, contributors, laws or regulations of other governments, constitutional provisions, or enabling legislation. Restricted fund balance places the most binding level of constraint on the use of fund balance.
- **Unassigned Fund Balance**. The unassigned fund balance is the portion of fund balance that is the residual classification for the General Fund. This balance represents amounts that have not been assigned to other funds and that have not been restricted, committed, or assigned for specific purposes.

I. Interfund Receivables and Payables

The following is a summary of interfund receivables and payables reported in the fund financial statements:

Funds	Interfund	
	Receivables	Payables
Major:		
General	\$ 240,217.23	\$ -
Nonmajor Governmental	-	240,217.23
Total	\$ 240,217.23	\$ 240,217.23

The interfund receivables and payables represent temporary loans between funds to cover expenditures incurred prior to reimbursement from outside parties. All balances are expected to be repaid within 1 year.

J. Revenues

1. Schedule of State Revenue Sources

The following is a schedule of the District's State revenue sources for the 2024-25 fiscal year:

<u>Source</u>	<u>Amount</u>
Florida Education Finance Program	\$ 18,215,297.00
Categorical Educational Program - Class Size Reduction	2,757,596.00
Gross Receipts Tax (Public Education Capital Outlay)	847,129.25
Voluntary Prekindergarten Program	430,548.84
School Recognition	275,571.00
Motor Vehicle License Tax (Capital Outlay and Debt Service)	125,940.53
Miscellaneous	1,171,496.73
Total	\$ 23,823,579.35

Accounting policies relating to certain State revenue sources are described in Note I.G.2.

2. Property Taxes

The following is a summary of millages and taxes levied on the 2024 tax roll for the 2024-25 fiscal year:

<u>General Fund</u>	<u>Millages</u>	<u>Taxes Levied</u>
Nonvoted School Tax:		
Required Local Effort	3.146	\$ 4,708,383
Basic Discretionary Local Effort	0.748	1,119,476
Capital Projects - Local Capital Improvement Fund		
Nonvoted Tax:		
Local Capital Improvements	1.500	2,244,938
Total	5.394	\$ 8,072,797

K. Interfund Transfers

The following is a summary of interfund transfers reported in the fund financial statements:

<u>Funds</u>	<u>Interfund</u>	
	<u>Transfers In</u>	<u>Transfers Out</u>
Major:		
General	\$ 1,737,019.43	\$ -
Special Revenue:		
Federal Education Stabilization	-	327,690.31
Capital Projects:		
Local Capital Improvement	-	1,409,329.12
Total	\$ 1,737,019.43	\$ 1,737,019.43

The above transfers were to reimburse allowable salaries and benefits and risk management expenditures of the General Fund from the Capital Projects – Local Capital Improvement Fund. Transfers from the Special Revenue – Federal Education Stabilization Fund to the General Fund were to reimburse for prior year expenditures used to mitigate the impact of COVID-19.

OTHER REQUIRED SUPPLEMENTARY INFORMATION

Budgetary Comparison Schedule General and Major Special Revenue Funds For the Fiscal Year Ended June 30, 2025

	General Fund			Variance with Final Budget - Positive (Negative)
	Original Budget	Final Budget	Actual	
Revenues				
Intergovernmental:				
Federal Direct	\$ 69,618.00	\$ 43,283.63	\$ 43,283.63	\$ -
Federal Through State and Local	54,000.00	99,175.29	99,175.29	-
State	23,020,660.00	22,548,183.28	22,748,570.90	200,387.62
Local:				
Property Taxes	5,563,428.00	5,841,359.82	5,640,972.20	(200,387.62)
Miscellaneous	1,275,203.00	678,465.38	678,465.38	-
Total Local Revenues	6,838,631.00	6,519,825.20	6,319,437.58	(200,387.62)
Total Revenues	29,982,909.00	29,210,467.40	29,210,467.40	-
Expenditures				
Current - Education:				
Instruction	16,753,061.00	17,796,924.89	17,796,924.89	-
Student Support Services	1,808,114.00	1,999,002.70	1,999,002.70	-
Instructional Media Services	269,157.00	250,267.27	250,267.27	-
Instruction and Curriculum Development Services	573,224.00	750,434.72	750,434.72	-
Instructional Staff Training Services	104,765.00	115,124.92	115,124.92	-
Instruction-Related Technology	350,853.00	434,769.46	434,769.46	-
Board	388,942.00	359,952.13	359,952.13	-
General Administration	422,028.00	443,468.00	443,468.00	-
School Administration	1,711,319.00	1,785,323.62	1,785,323.62	-
Facilities Acquisition and Construction	25,000.00	21,504.53	21,504.53	-
Fiscal Services	407,309.00	472,275.49	472,275.49	-
Food Services	3,448.00	24,749.22	24,749.22	-
Central Services	439,934.00	523,056.77	523,056.77	-
Student Transportation Services	1,384,737.00	1,415,281.24	1,415,281.24	-
Operation of Plant	2,866,810.00	3,220,482.19	3,220,482.19	-
Maintenance of Plant	1,551,173.00	1,330,172.66	1,330,172.66	-
Administrative Technology Services	321,819.00	204,221.92	204,221.92	-
Community Services	132,697.00	112,287.68	112,287.68	-
Fixed Capital Outlay:				
Facilities Acquisition and Construction	-	13,590.00	13,590.00	-
Other Capital Outlay	-	113,066.93	113,066.93	-
Total Expenditures	29,514,390.00	31,385,956.34	31,385,956.34	-
Excess (Deficiency) of Revenues Over Expenditures	468,519.00	(2,175,488.94)	(2,175,488.94)	-
Other Financing Sources (Uses)				
Transfers In	800,000.00	1,737,019.43	1,737,019.43	-
Transfers Out	-	-	-	-
Total Other Financing Sources (Uses)	800,000.00	1,737,019.43	1,737,019.43	-
Net Change in Fund Balances	1,268,519.00	(438,469.51)	(438,469.51)	-
Fund Balances, Beginning	1,780,340.42	1,780,340.42	1,780,340.42	-
Fund Balances, Ending	\$ 3,048,859.42	\$ 1,341,870.91	\$ 1,341,870.91	\$ 0.00

Special Revenue - Federal Education Stabilization Fund

<u>Original Budget</u>	<u>Final Budget</u>	<u>Actual</u>	<u>Variance with Final Budget - Positive (Negative)</u>
\$ -	\$ -	\$ -	\$ -
504,753.55	440,005.25	440,005.25	-
-	-	-	-
-	-	-	-
-	-	-	-
<u>504,753.55</u>	<u>440,005.25</u>	<u>440,005.25</u>	<u>-</u>
304,965.65	61,824.87	61,824.87	-
323,499.49	36,972.77	36,972.77	-
1,611.36	-	-	-
154,472.68	-	-	-
251,094.51	8,821.49	8,821.49	-
1,719.52	-	-	-
-	-	-	-
2,218.75	2,038.64	2,038.64	-
114,266.22	-	-	-
-	-	-	-
-	-	-	-
-	-	-	-
-	-	-	-
15,494.74	-	-	-
-	-	-	-
-	-	-	-
-	-	-	-
-	-	-	-
-	-	-	-
-	2,657.17	2,657.17	-
<u>1,169,342.92</u>	<u>112,314.94</u>	<u>112,314.94</u>	<u>-</u>
<u>(664,589.37)</u>	<u>327,690.31</u>	<u>327,690.31</u>	<u>-</u>
-	-	-	-
-	(327,690.31)	(327,690.31)	-
-	(327,690.31)	(327,690.31)	-
(664,589.37)	-	-	-
664,589.37	-	-	-
<u>\$ 0.00</u>	<u>\$ 0.00</u>	<u>\$ 0.00</u>	<u>\$ 0.00</u>

**Schedule of Changes in the District's
Total OPEB Liability and Related Ratios**

	<u>2025</u>	<u>2024</u>	<u>2023 (1)</u>	<u>2022</u>	<u>2021</u>
Total OPEB Liability					
Service Cost	\$ 24,914	\$ 47,800	\$ -	\$ 63,786	\$ 66,507
Interest	84,951	39,228	-	29,686	33,416
Differences Between Expected and Actual Experience	-	-	-	(86,751)	-
Changes of Assumptions or Other Inputs	(59,233)	(386,228)	-	(236,761)	(196,744)
Benefit Payments	(44,942)	(31,300)	-	(28,048)	(49,253)
Net Change in Total OPEB Liability	<u>5,690</u>	<u>(330,500)</u>	<u>-</u>	<u>(258,088)</u>	<u>(146,074)</u>
Total OPEB Liability - Beginning	<u>742,378</u>	<u>1,072,878</u>	<u>1,072,878</u>	<u>1,330,966</u>	<u>1,477,040</u>
Total OPEB Liability - Ending	<u>\$ 748,068</u>	<u>\$ 742,378</u>	<u>\$ 1,072,878</u>	<u>\$ 1,072,878</u>	<u>\$ 1,330,966</u>
Covered-Employee Payroll	\$ 13,750,477	\$ 13,349,978	\$ 15,132,271	\$ 15,132,271	\$ 15,022,190
Total OPEB Liability as a Percentage of Covered-Employee Payroll	5.44%	5.56%	7.09%	7.09%	8.86%

	<u>2020</u>	<u>2019</u>	<u>2018</u>
Total OPEB Liability			
Service Cost	\$ 61,111	\$ 63,226	\$ 59,597
Interest	41,965	37,447	35,554
Differences Between Expected and Actual Experience	-	-	-
Changes of Assumptions or Other Inputs	144,047	-	(510)
Benefit Payments	(37,591)	(36,357)	(33,979)
Net Change in Total OPEB Liability	<u>209,532</u>	<u>64,316</u>	<u>60,662</u>
Total OPEB Liability - Beginning	<u>1,267,508</u>	<u>1,203,192</u>	<u>1,142,530</u>
Total OPEB Liability - Ending	<u>\$ 1,477,040</u>	<u>\$ 1,267,508</u>	<u>\$ 1,203,192</u>
Covered-Employee Payroll	\$ 14,785,185	\$ 14,318,638	\$ 14,318,638
Total OPEB Liability as a Percentage of Covered-Employee Payroll	9.99%	8.85%	8.40%

(1) The District used the same liability for the 2023 fiscal year because they did not obtain an OPEB actuary report.

**Schedule of the District's Proportionate Share
of the Net Pension Liability –
Florida Retirement System Pension Plan (1)**

Fiscal Year Ending June 30	District's Proportion of the FRS Net Pension Liability	District's Proportionate of the FRS Net Pension Liability	District's Covered Payroll	District's Proportionate Share of the FRS Net Pension Liability as a Percentage of its Covered Payroll	FRS Plan Fiduciary Net Position as a Percentage of the Total Pension Liability
2015	0.040963852%	\$ 5,291,031	\$ 14,064,939	37.62%	92.00%
2016	0.039616983%	10,003,319	14,562,266	68.69%	84.88%
2017	0.038710383%	11,450,272	14,943,979	76.62%	83.89%
2018	0.038869634%	11,707,735	15,522,398	75.42%	84.26%
2019	0.038140402%	13,135,023	15,394,824	85.32%	82.61%
2020	0.036231025%	15,703,060	15,715,985	99.92%	78.85%
2021	0.038031769%	2,872,868	15,862,089	18.11%	96.40%
2022	0.038344749%	14,267,329	16,374,077	87.13%	82.89%
2023	0.036130026%	14,396,672	17,229,026	83.56%	82.38%
2024	0.033510796%	12,963,552	17,878,862	72.51%	83.70%

(1) The amounts presented for each fiscal year were determined as of June 30.

**Schedule of District Contributions –
Florida Retirement System Pension Plan (1)**

Fiscal Year Ending June 30	Contractually Required FRS Contribution	FRS Contributions in Relation to the Contractually Required Contribution	FRS Contribution Deficiency (Excess)	District's Covered Payroll	FRS Contributions as a Percentage of Covered Payroll
2016	\$ 966,123	\$ (966,123)	\$ -	\$ 14,562,266	6.63%
2017	1,007,727	(1,007,727)	-	14,943,979	6.74%
2018	1,107,753	(1,107,753)	-	15,522,395	7.14%
2019	1,182,628	(1,182,628)	-	15,394,824	7.68%
2020	1,203,796	(1,203,796)	-	15,715,985	7.66%
2021	1,448,846	(1,448,846)	-	15,862,089	9.13%
2022	1,636,240	(1,636,240)	-	16,374,077	9.99%
2023	1,738,087	(1,738,087)	-	17,229,026	10.09%
2024	1,897,594	(1,897,594)	-	17,878,862	10.61%
2025	1,935,573	(1,935,573)	-	18,271,052	10.59%

(1) The amounts presented for each fiscal year were determined as of June 30.

**Schedule of the District's Proportionate Share
of the Net Pension Liability –
Health Insurance Subsidy Pension Plan (1)**

Fiscal Year Ending June 30	District's Proportion of the HIS Net Pension Liability	District's Proportionate Share of the HIS Net Pension Liability	District's Covered Payroll	District's Proportionate Share of the HIS Net Pension Liability as a Percentage of its Covered Payroll	HIS Plan Fiduciary Net Position as a Percentage of the Total Pension Liability
2015	0.046295226%	\$ 4,721,385	\$ 14,064,939	33.57%	0.50%
2016	0.047227651%	5,504,186	14,562,266	37.80%	0.97%
2017	0.046879931%	5,012,619	14,943,979	33.54%	1.64%
2018	0.047367209%	5,013,400	15,522,395	32.30%	2.15%
2019	0.046030482%	5,150,352	15,394,824	33.46%	2.63%
2020	0.045252864%	5,525,298	15,715,985	35.16%	3.00%
2021	0.044775096%	5,492,338	15,862,089	34.63%	3.56%
2022	0.044743167%	4,739,015	16,374,077	28.94%	4.81%
2023	0.043332863%	6,881,837	17,229,026	39.94%	4.12%
2024	0.042179878%	6,327,393	17,878,862	35.39%	4.80%

(1) The amounts presented for each fiscal year were determined as of June 30.

**Schedule of District Contributions –
Health Insurance Subsidy Pension Plan (1)**

Fiscal Year Ending June 30	Contractually Required HIS Contribution	HIS Contributions in Relation to the Contractually Required Contribution	HIS Contribution Deficiency (Excess)	District's Covered Payroll	HIS Contributions as a Percentage of Covered Payroll
2016	\$ 242,072	\$ (242,072)	\$ -	\$ 14,562,266	1.66%
2017	248,102	(248,102)	-	14,943,979	1.66%
2018	256,874	(256,874)	-	15,522,395	1.65%
2019	255,603	(255,603)	-	15,394,824	1.66%
2020	260,771	(260,771)	-	15,715,985	1.66%
2021	263,188	(263,188)	-	15,862,089	1.66%
2022	270,734	(270,734)	-	16,374,077	1.65%
2023	285,051	(285,051)	-	17,229,026	1.65%
2024	357,107	(357,107)	-	17,878,862	2.00%
2025	363,286	(363,286)	-	18,271,052	1.99%

(1) The amounts presented for each fiscal year were determined as of June 30.

1. Budgetary Basis of Accounting

The Board follows procedures established by State law and State Board of Education (SBE) rules in establishing budget balances for governmental funds, as described below:

- Budgets are prepared, public hearings are held, and original budgets are adopted annually for all governmental fund types in accordance with procedures and time intervals prescribed by State law and SBE rules.
- Appropriations are controlled at the object level (e.g., salaries, purchased services, and capital outlay) within each activity (e.g., instruction, student transportation services, and school administration) and may be amended by resolution at any Board meeting prior to the due date for the annual financial report.
- Budgets are prepared using the same modified accrual basis as is used to account for governmental funds.
- Budgetary information is integrated into the accounting system and, to facilitate budget control, budget balances are encumbered when purchase orders are issued. Appropriations lapse at fiscal year end and encumbrances outstanding are honored from the subsequent year's appropriations.

2. Schedule of Changes in the District's Total Other Postemployment Benefits Liability and Related Ratios

No assets are accumulated in a trust that meets the criteria in paragraph 4 of GASB Statement No. 75 to pay related benefits.

Changes of Assumptions. In 2025, the discount rate was changed from 3.86 percent to 3.93 percent.

3. Schedule of Net Pension Liability and Schedule of Contributions – Florida Retirement System Pension Plan

Changes of Assumptions. In 2024, salary increases including inflation increased from 3.25 percent to 3.5 percent and the mortality assumptions were updated.

4. Schedule of Net Pension Liability and Schedule of Contributions – Health Insurance Subsidy Pension Plan

Changes of Assumptions. In 2024, the municipal bond rate used to determine total pension liability was increased from 3.65 percent to 3.93 percent and the demographic and coverage election assumptions were updated.

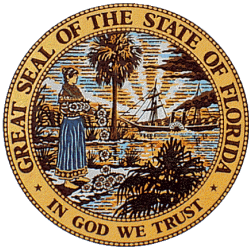
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

Gilchrist County District School Board Schedule of Expenditures of Federal Awards For the Fiscal Year Ended June 30, 2025

Federal Grantor/Pass-Through Grantor/ Program or Cluster	Federal Assistance Listing Number	Pass - Through Entity Identifying Number	Total Expenditures
Clustered			
Child Nutrition Cluster			
United States Department of Agriculture:			
Florida Department of Agriculture and Consumer Services:			
School Breakfast Program	10.553	25002	\$ 728,551.00
National School Lunch Program	10.555	25001, 25003	1,904,381.71
Summer Food Service Program for Children	10.559	24006, 24007, 25006, 25007	88,709.00
Total Child Nutrition Cluster			2,721,641.71
Special Education Cluster			
United States Department of Education:			
Florida Department of Education:			
Special Education - Grants to States	84.027	263	957,684.19
Special Education - Preschool Grants	84.173	267	41,538.00
Total Special Education Cluster			999,222.19
United States Department of Defense			
Army Junior Reserve Officers Training Corps	12.UNK	N/A	43,283.63
United States Department of Education			
Florida Department of Education:			
Title I Grants to Local Educational Agencies	84.010	212, 226	1,095,247.57
Career and Technical Education - Basic Grants to States	84.048	161	77,619.34
Education for Homeless Children and Youth	84.196	127	39,228.84
Twenty-First Century Community Learning Centers	84.287	244	292,559.48
English Language Acquisition State Grants	84.365	102	24,835.68
Supporting Effective Instruction State Grants	84.367	224	195,827.75
Student Support and Academic Enrichment Program	84.424	241, 242	175,607.90
Education Stabilization Fund - American Rescue Plan - Elementary and Secondary School Emergency Relief Fund	COVID-19, 84.425U	121	440,005.00
Total United States Department of Education			2,340,931.56
Total Expenditures of Federal Awards			\$ 6,105,079.09

The notes below are an integral part of this Schedule.

- Notes: (1) **Basis of Presentation.** The accompanying Schedule of Expenditures of Federal Awards (Schedule) includes the Federal award activity of the Gilchrist County District School Board under programs of the Federal Government for the fiscal year ended June 30, 2025. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of the District, it is not intended to and does not present the financial position or changes in net position of the District.
- (2) **Summary of Significant Accounting Policies.** Expenditures reported on the Schedule are reported on the modified accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement.
- (3) **Indirect Cost Rate.** The District has not elected to use the 10 percent de minimis cost rate allowed under the Uniform Guidance.
- (4) **Noncash Assistance – National School Lunch Program.** Includes \$253,483.71 of donated food received during the fiscal year. Donated foods are valued at fair value as determined at the time of donation.



Sherrill F. Norman, CPA
Auditor General

AUDITOR GENERAL STATE OF FLORIDA

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The President of the Senate, the Speaker of the
House of Representatives, and the
Legislative Auditing Committee

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States (*Government Auditing Standards*), the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of the Gilchrist County District School Board as of and for the fiscal year ended June 30, 2025, and the related notes to the financial statements, which collectively comprise the District's basic financial statements, and have issued our report thereon dated March 26, 2026, included under the heading **INDEPENDENT AUDITOR'S REPORT**. Our report includes a reference to other auditors who audited the financial statements of the school internal funds, as described in our report on the District's financial statements. This report does not include the results of the other auditors' testing of internal control over financial reporting or compliance and other matters that are reported on separately by those auditors.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the District's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the District's financial statements will not be prevented, or detected and corrected, on a

timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the District's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, rules, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

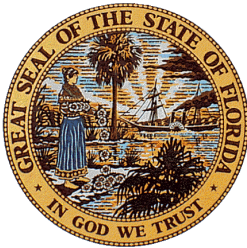
Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Respectfully submitted,



Sherrill F. Norman, CPA
Tallahassee, Florida
March 26, 2026



Sherrill F. Norman, CPA
Auditor General

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INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR THE MAJOR FEDERAL PROGRAM AND REPORT ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE

Report on Compliance for the Major Federal Program

Opinion on the Major Federal Program

We have audited the Gilchrist County District School Board's compliance with the types of compliance requirements identified as subject to audit in the OMB *Compliance Supplement* that could have a direct and material effect on the District's major Federal program for the fiscal year ended June 30, 2025. The District's major Federal program is identified in **SECTION I – SUMMARY OF AUDITOR'S RESULTS** of the accompanying **SCHEDULE OF FINDINGS AND QUESTIONED COSTS**.

In our opinion, the District complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on its major Federal program for the fiscal year ended June 30, 2025.

Basis for Opinion on the Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America (GAAS); the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States (*Government Auditing Standards*); and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the **Auditor's Responsibilities for the Audit of Compliance** section of our report.

We are required to be independent of the District and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for the

major Federal program. Our audit does not provide a legal determination of the District's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to the District's Federal programs.

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the District's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the District's compliance with the requirements of the major Federal program as a whole.

In performing an audit in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the District's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the District's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control Over Compliance

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a

Federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a Federal program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a Federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the ***Auditor's Responsibilities for the Audit of Compliance*** section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Respectfully submitted,



Sherrill F. Norman, CPA
Tallahassee, Florida
March 26, 2026

SCHEDULE OF FINDINGS AND QUESTIONED COSTS

SECTION I – SUMMARY OF AUDITOR’S RESULTS

Financial Statements

Type of auditor’s report issued on whether the financial statements audited were prepared in accordance with GAAP:	Unmodified
Internal control over financial reporting:	
Material weakness(es) identified?	No
Significant deficiency(ies) identified?	None reported
Noncompliance material to financial statements noted?	No

Federal Awards

Internal control over major Federal program:	
Material weakness(es) identified?	No
Significant deficiency(ies) identified?	None reported
Type of auditor’s report issued on compliance for major Federal program:	Unmodified
Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)?	No
Identification of major Federal program:	
Assistance Listing Numbers: 10.553, 10.555, and 10.559	Name of Federal Program or Cluster: Child Nutrition Cluster
Dollar threshold used to distinguish between type A and type B programs:	\$750,000
Auditee qualified as low risk auditee?	Yes

SECTION II – FINANCIAL STATEMENT FINDINGS

No matters are reported.

SECTION III – FEDERAL AWARD FINDINGS AND QUESTIONED COSTS

No matters are reported.

ADDITIONAL MATTERS PRIOR AUDIT FOLLOW-UP

The District had taken corrective actions for the additional matters included in our report No. 2025-180.

SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS



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GILCHRIST COUNTY SCHOOL DISTRICT

www.gilchristschools.org

Fulfilling Every Student's Potential

February 17, 2026

State of Florida Auditor General
 3600 NW 43rd Street, Suite F-2
 Gainesville, FL 32606-8134

RE: Summary Schedule of Prior Audit Findings

In regard to the prior audit findings, listed below, please see the action taken as of 6/30/2025.

Audit Report No (Finding No)	Program/Area	Brief Description	Status	Comments
2024-187 (2023-002)	Bank Account Reconciliations	Bank account reconciliations were not always properly and timely completed, resulting in cash and cash equivalent errors on the financial statements	Fully Corrected	Corrective Action was Taken
2024-187 (2023-003)	Journal Entries	Controls over journal entries need improvement including review, approval, and recordkeeping.	Fully Corrected	Corrective Action was Taken
2024-187 (2023-004); 2025-180 (2024-001)	Information Technology Access Privileges	Certain employees had access privileges to information technology (IT) applications or components that allowed them to perform functions incompatible with their assigned job responsibilities	Fully Corrected	Corrective Action was Taken

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