Hardee County
FLORIDA

AGENDA

Hardee County Board of County Commissioners

REGULAR MEETING

November 17, 2026, at 8:30 AM

COMMISSION CHAMBERS
412 WEST ORANGE STREET,
ROOM 102, WAUCHULA, FL 33873

COMMISSIONERS

District I Timothy E. Wells
District II Noey A. Flores
District III E. Donald Chancey, Jr.
District IV Russell A. Melendy
District V Kenneth A. Miller

County Manager John Eason
Clerk Victoria L. Rogers
County Attorney Sarah Allen
Assistant County Manager Christopher Simpron
Administrative Services Manager Holly Smith
Executive Assistant Brandy Crawford
Deputy Clerk Laura Barker
Deputy Clerk Jessica Santibanez
Deputy Clerk Joley Pleger

1. INVOCATION, FOLLOWED BY THE PLEDGE OF ALLEGIANCE

- Invocation provided by Chaplain Nick Rogers, AdventHealth Hospital - Wauchula

2. SWEARING-IN CEREMONY

Honorable Judge Susan Barber - Administration of the Oath of Office for Commissioner Noey A. Flores, District 2 and Commissioner Russell A. Melendy, District 4.

3. PINNING CEREMONY

James Simpson, Public Safety Director

4. CALL TO ORDER

5. ELECTION OF OFFICERS

A. **Victoria L. Rogers, Clerk of the Circuit Court & Comptroller -** Assume Chair for the election of the Chair and Vice-Chair
   A. Nomination of Chair
   B. Nomination of Vice-Chair

B. **Victoria L. Rogers, Clerk of the Circuit Court & Comptroller -** Resolution 2027-01 - Authorizing Signatures for Banks

   - Motion to approve Resolution 2027-01, A Resolution of the Hardee County Board of County Commissioners to authorize signatures for banks.

C. **Victoria L. Rogers, Clerk of the Circuit Court & Comptroller -** Bonds for Commissioner Flores and Commissioner Melendy

- Motion to approve bonds for Commissioner Flores and Commissioner Melendy.

6. COMMITTEE REORGANIZATION

A. **Hardee County BOCC Chair -** Assign Commissioners to various liaison positions and advisory boards/committees.

- Motion to accept Commissioner assignments to various liaison positions and advisory boards/committees as discussed.

B. **Hardee County BOCC Chair** - 2027 BOCC Meeting Calendar

- Motion to approve the 2027 Hardee County Board of County Commissioners Meeting Calendar as presented.

7. APPROVAL OF THE AGENDA: ADDITIONS, DELETIONS, AND AMENDMENTS

8. MINUTES FOR APPROVAL

A. BCC Regular Meeting Minutes of March 5, 2026, at 8:30 a.m.

- Motion to approve the meeting minutes as presented.

9. PUBLIC COMMENT FOR NON-AGENDA ITEMS

10. PROCLAMATIONS

A. **Charles Crutchfield** - Veteran's Appreciation Month Proclamation

- Motion to approve the proclamation declaring November 2026 as Veteran's Appreciation Month in Hardee County.

11. CONSENT AGENDA

Motion to approve the Consent Agenda Items A-D as presented.

A. Motion to approve the operating amendments as presented.

B. Motion to ratify the submission and acceptance of the State of Florida Department of Commerce Grant Agreement HL343 in the amount of $5,200,000. for facility hardening improvements at the civic center, Sheriff's office, fleet services building and public works administration building; authorizing the County Manager or Chair to sign any necessary documents in furtherance thereof, and to expend funds as provided for in the grant application and agreement.

C. Motion to ratify the submission and acceptance of the State of Florida Department of Commerce Grant Agreement HL344 in the amount of $4,500,000. for improvements and expansion at the Hardee County Extension Office; authorizing the County Manager or Chair to sign any necessary documents in furtherance thereof; and to expend funds as provided for in the grant application and agreement.

D. Motion to ratify the submission and acceptance of the State of Florida Department of Commerce Grant Agreement HL345 for the Hardee County Facilities Maintenance Warehouse Construction in the amount of $1,900,000.; authorizing the County Manager or Chair to sign any necessary documents in furtherance thereof; and the expend funds as provided for in the grant application and agreement.

12. PRESENTATIONS

13. BUSINESS AGENDA - Quasi-Judicial Items:

14. BUSINESS AGENDA - Ordinances:

A. **Todd Miller, Community Development Director -** Ordinance 2027-03 - Comprehensive Plan Map Amendment

- Motion to approve the first reading of Ordinance 2027-03, An Ordinance of the Board of County Commissioners of Hardee County, Florida, relating to mining; amending the Hardee County Comprehensive Plan Future Land Use Map Series to amend the mining overlay map; providing for conflicts, severability and for an effective date.

15. BUSINESS AGENDA - Action Items:

A. **Deb Butler, Mining Coordinator -** Resolution 2027-03

- Motion to approve Resolution 2027-03, A Resolution of the Board of County Commissioners of Hardee County, Florida, approving a waiver and amendment of the alternative reclamation schedule for South Pasture Mine Reclamation Units SP-CB-01 and SP-PB-03; providing for authorization; and providing for an effective date.

B. **Lorie Ayers, General Services Director & Stacy Smith, Grants Manager -** USDOT Protect Grant Application

- Motion to ratify the submission and acceptance of the United States Department of Transportation (USDOT) Promoting Resilient Operations for Transformative, Efficient and Cost-Saving Transportation (PROTECT) grant application for the replacement of Dansbury, Hendry, Fish Branch and Griffin Road Bridges in the amount of $16,426,774 with a cash match not to exceed $4,106,695; authorizing the County Manager or Chair to sign any necessary documents in furtherance thereof, and to expend funds as provided for in the grant application and agreement.

C. **Lorie Ayers, General Services Director -** Albertsons National Opioid Settlement

- Motion to authorize the County Manager or Chair to execute the Subdivision Participation and Release Form for the National Opioids Settlement Agreement with Albertsons.

D. **Christopher Simpron, Assistant County Manager -** Resolution 2027-10 - Griffin Road Bridge Repairs

- Motion to approve Resolution 2027-10, A Resolution of the Board of County Commissioners of Hardee County, Florida, authorizing the execution of Florida Project

Identification Number 458709-1-54-01 with the Florida Department of Transportation for the design, construction, and construction engineering inspection (CEI) of the repairs to Griffin Road Bridge #060030 at Peace River; providing for severability; and providing for an effective date.

E. **Diane Moore, Budget Manager -** Resolution 2027-08 - Budget Amendments

- Motion to approve Resolution 2027-08, A Resolution of the Board of County Commissioners of Hardee County, Florida, approving a budget amendment to the fiscal year 2025-2026 budget; providing for authorization and for an effective date.

16. APPOINTMENTS

17. COUNTY MANAGER NON-CONSENT

* Resthaven Update
* Landfill Compactor Financing

18. COUNTY ATTORNEY

19. COMMENTS FROM COMMISSIONERS OR OTHER ELECTED OFFICIALS

20. REMINDERS

* November 19, 2026 - TDC Meeting at 8:30 a.m.
* November 26-27, 2026 - County Offices Closed for Thanksgiving Holiday
* November 28, 2026 - Movie in the Park at 6:30 p.m. (Pioneer Park)
* November 30, 2026 - Christmas on the Square at 5:30 p.m. (Courthouse Lawn)
* December 2-4, 2026 - FAC Legislative Conference
* December 5, 2026 - Hardee County Chamber Christmas Parade 6:00 p.m.
* December 10, 2026 - IDA Meeting at 8:30 a.m.
* December 11, 2026 - Legislative Delegation Meeting at 9:00 a.m.
* December 12, 2026 - City of Bowling Green Christmas Parade at 6:00 p.m.
* December 17, 2026 - BOCC Meeting at 8:30 a.m.

21. ADJOURNMENT

AGENDA ITEM NO. 5.A

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	November 17, 2026
SUBMITTED BY:	Brandy Crawford, Clerk of Courts
ITEM TYPE:	Business Agenda
AGENDA SECTION:	**ELECTION OF OFFICERS**
SUBJECT:	**Victoria L. Rogers, Clerk of the Circuit Court & Comptroller -** Assume Chair for the election of the Chair and Vice-Chair
SUGGESTED ACTION:	A. Nomination of Chair B. Nomination of Vice-Chair

AGENDA ITEM NO. 5.B

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	November 17, 2026
SUBMITTED BY:	Brandy Crawford, Clerk of Courts
ITEM TYPE:	Business Agenda - Action Items
AGENDA SECTION:	**ELECTION OF OFFICERS**
SUBJECT:	**Victoria L. Rogers, Clerk of the Circuit Court & Comptroller** - Resolution 2027-01 - Authorizing Signatures for Banks
SUGGESTED ACTION:	- Motion to approve Resolution 2027-01, A Resolution of the Hardee County Board of County Commissioners to authorize signatures for banks.

ATTACHMENTS:
HARDEE COUNTY BOCC Resolution 2027-01 Bank Signatures WM.pdf

HARDEE COUNTY, FLORIDA

RESOLUTION 2027-01
A RESOLUTION OF THE HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS TO AUTHORIZE SIGNATURES FOR BANKS.

WHEREAS, the Board of County Commissioners of Hardee County, Florida, has elected _____, as Chairperson and _____, as Vice Chairperson of said Board for 2026-2027; and

WHEREAS, it is deemed advisable and necessary for a resolution to be adopted by this Board authorizing the banks of Hardee County, Florida, as depositories of County funds, to honor and cash checks drawn against said funds when signed by the Chairperson and the Ex-Officio Clerk of this Board and Comptroller or the Vice Chairperson or the Deputy Clerk of the Ex-Officio Clerk of this Board and Comptroller in their absence.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Hardee County, Florida, that all banks in Hardee County, Florida, acting as depositories for County funds be notified that effective November 17, 2026, _____, is Chairperson of this Board and Victoria L. Rogers is the Ex-Officio Clerk of this Board and Comptroller _____ is Vice Chairperson and Lindsey Barwick is the Deputy Clerk of the Ex-Officio Clerk of this Board and Comptroller and their signatures signed at the bottom of this Resolution are the signatures of said Chairman and Ex-Officio Clerk, respectively, and Vice Chairperson and Deputy Clerk of the Ex-Officio Clerk, respectively.

This Resolution, adopted November 17, 2026, becomes effective on November 17, 2026. Therefore, this Resolution shall supersede Resolution 2026-04.

DRAFT

_____
_____, Chairperson

_____
Victoria L. Rogers, Ex-Officio Clerk to the Board and Comptroller

_____
_____, Vice Chairperson

_____
Lindsey Barwick, Deputy Clerk of the Ex-Officio Clerk to the Board and Comptroller

AGENDA ITEM NO. 5.C

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	November 17, 2026
SUBMITTED BY:	Brandy Crawford, Clerk of Courts
ITEM TYPE:	Business Agenda
AGENDA SECTION:	**ELECTION OF OFFICERS**
SUBJECT:	**Victoria L. Rogers, Clerk of the Circuit Court & Comptroller** - Bonds for Commissioner Flores and Commissioner Melendy
SUGGESTED ACTION:	- Motion to approve bonds for Commissioner Flores and Commissioner Melendy.

AGENDA ITEM NO. 6.A

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	November 17, 2026
SUBMITTED BY:	Brandy Crawford, County Manager's Office
ITEM TYPE:	Business Agenda
AGENDA SECTION:	**COMMITTEE REORGANIZATION**
SUBJECT:	**Hardee County BOCC Chair -** Assign Commissioners to various liaison positions and advisory boards/committees.
SUGGESTED ACTION:	- Motion to accept Commissioner assignments to various liaison positions and advisory boards/committees as discussed.

ATTACHMENTS:
Commissioner Board and Committees Assignments.xlsx

COMMISSIONER'S MEMBERSHIPS FOR COUNCILS/BOARDS/COMMITTEES

Commissioner Tim Wells	HOW OFTEN DOES BOARD MEET?	CONTACT INFORMATION
Heartland Regional Transportation Planning Organization (HRTPO) - Alternate	Every other month	Marybeth Soderstrom (msoderstrom@cfrpc.org)
Healthy Hardee (formly known as Health Care Task Force)	Monthly - First Friday @ 9a	Stefania Sweet (stefania.sweet@flhealth.gov)
Community Recreation Complex	As needed	Meredith Durastanti (mdurastanti@hardee.k12.fl.us)
Coastal and Heartland National Estuary Partnership (CHNEP)	4 times a year	Jennifer Hecker (jhecker@chnep.org)
Value Adjustment Board (Alternate)	As needed	Charlene Albritton (recording.sup@hardeeclerk.com)
Transportation Disadvantage	Quarterly	Marybeth Soderstrom (msoderstrom@cfrpc.org)

Commissioner Noey Flores	HOW OFTEN DOES BOARD MEET?	CONTACT INFORMATION
Housing Authority	Quarterly	Cliff Ables - Attorney (cmables@heartlandflroidalaw.com)
Career Source Heartland - Alternate	Quarterly	Donna Doubleday - President (ddoubleday@careersourceheartland.com)
Heartland Regional Transportation Planning Organization (HRTPO) - Chair	Every other month	Marybeth Soderstrom (msoderstrom@cfrpc.org)
Value Adjustment Board - Chair	As needed	Charlene Albritton (recording.sup@hardeeclerk.com)
Small County Coalition - Alternate	As needed	Chris Doolin (cdoolin@doolinandassoc.com)

Commissioner Donald Chancey	HOW OFTEN DOES BOARD MEET?	CONTACT INFORMATION
Tourist Development Council	As needed	County Manager's Office - Brandy Crawford
Central Florida Regional Planning - Alternate	Every other month	Kathy Hall (khall@cfrpc.org)
Small County Coalition - Second Alternate	As needed	Chris Doolin (cdoolin@doolinandassoc.com)
Value Adjustment Board	As needed	Charlene Albritton (recording.sup@hardeeclerk.com)

Commissioner Russell Melendy	HOW OFTEN DOES BOARD MEET?	CONTACT INFORMATION
Community Traffic Safety	Monthly	Tammy Pearson - City Police Station
Florida Heartland Economic Region of Opportunity (FHERO) - Vice Chair	Monthly	Terry Burroughs - Chairman
Small County Coalition	As needed	Chris Doolin
Drug Free Hardee	Monthly	Maria Pearson (mariapearson@drugfreehardee.com)

Commissioner Kenny Miller	HOW OFTEN DOES BOARD MEET?	CONTACT INFORMATION
Career Source Heartland	Quarterly	Donna Doubleday - President (ddoubleday@careersourceheartland.com)
Central Florida Regional Planning Council (CFRPC)	Every other month	Jennifer Codo-Salisbury (jcodosalisbury@cfrpc.org)
Continuum of Care - Heartland Coalition for The Homeless	Quarterly	Brenda Gray (brenda.gray@heartlandhomeless.com)
Library Heartland Cooperative	Quarterly	Vikki Brown (vikki@myhlc.org)
Industrial Development Liaison	Monthly	Krystin Chapman (k.chapman@thedevelopmentgroup.net)

AGENDA ITEM NO. 6.B

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	November 17, 2026
SUBMITTED BY:	Brandy Crawford, County Manager's Office
ITEM TYPE:	Business Agenda
AGENDA SECTION:	**COMMITTEE REORGANIZATION**
SUBJECT:	**Hardee County BOCC Chair** - 2027 BOCC Meeting Calendar
SUGGESTED ACTION:	- Motion to approve the 2027 Hardee County Board of County Commissioners Meeting Calendar as presented.

ATTACHMENTS:
2027 BOCC Calendar.docx

2027 Hardee County Board of County Commissioners Calendar

Month	BOCC Meeting	BOCC Workshops
January	Thursday, January 14, 2027 @ 8:30 a.m. Thursday, January 21, 2027 @ 8:30 a.m.	
February	Thursday, February 4, 2027 @ 8:30 a.m. Thursday, February 18, 2027 @ 8:30 a.m.	
March	Thursday, March 4, 2027 @ 8:30 a.m. Thursday, March 25, 2027 @ 8:30 a.m.	
April	Thursday, April 1, 2027 @ 8:30 a.m. Thursday, April 15, 2027 @ 8:30 a.m.	
May	Thursday, May 6, 2027 @ 8:30 a.m. Thursday, May 20, 2027 @ 8:30 a.m.	
June	Thursday, June 3, 2027 @ 8:30 a.m. Thursday, June 17, 2027 @ 8:30 a.m.	
July	Thursday, July 1, 2027 @ 8:30 a.m. Thursday, July 15, 2027 @ 8:30 a.m.	**Budget –** Tuesday, July 13, 2027 @ 8:30 a.m. **Budget** – Wednesday, July 14, 2027 @ 8:30 a.m.
August	Thursday, August 5, 2027 @ 8:30 a.m. Thursday, August 19, 2027 @ 8:30 a.m.	
September	Thursday, September 2, 2027 @ 8:30 a.m. Thursday, September 16, 2027 @ 8:30 a.m.	**Budget –** Tuesday, September 14, 2027 @ 5:05 p.m. **Budget –** Tuesday, September 28, 2027 @ 5:05 p.m.
October	Thursday, October 7, 2027 @ 8:30 a.m. Thursday, October 21, 2027 @ 8:30 a.m.	
November	Thursday, November 4, 2027 @ 8:30 a.m.	
December	Thursday, December 2, 2027 @ 8:30 a.m. Thursday, December 16, 2027 @ 8:30 a.m.	

Hardee County FLORIDA

2027 Hardee County Board of County Commissioners Calendar

January – 2nd Thursday due to Advanced Training Classes for Commissioner Miller (1/7-8/27)

March – 4th Thursday due to FAC Legislative Day (3/17/27)

FAC Legislative Day: March 17, 2027

FAC Rural County Days Conference: March 17-18, 2027

FAC Summer Conference Dates: June 22-25, 2027

FAC Innovation Conference: September 22-23, 2027

FAC Legislative Conference: November 17-19, 2027

FREDA Conference: TBD

Hardee County
FLORIDA

AGENDA ITEM NO. 8.A

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	November 17, 2026
SUBMITTED BY:	Charlene Albritton, Clerk of Courts
ITEM TYPE:	Minutes for Approval
AGENDA SECTION:	**MINUTES FOR APPROVAL**
SUBJECT:	BCC Regular Meeting Minutes of March 5, 2026, at 8:30 a.m.
SUGGESTED ACTION:	- Motion to approve the meeting minutes as presented.

ATTACHMENTS:
2026-03-05 Minutes BCC RM.pdf



MINUTES

Hardee County Board of County Commissioners

REGULAR MEETING

March 5, 2026, at 8:30 AM

COMMISSION CHAMBERS
412 WEST ORANGE STREET,
ROOM 102, WAUCHULA, FL 33873

1. INVOCATION, FOLLOWED BY THE PLEDGE OF ALLEGIANCE

2. CALL TO ORDER

Attendee Name	Title	Status	Arrived
Timothy E. Wells	Vice Chair	Present	
Noey A. Flores	Chair	Present	
E. Donald Chancey, Jr.	Commissioner	Present	
Russell A. Melendy	Commissioner	Present	
Kenneth A. Miller	Commissioner	Present	
Terry Atchley	County Manager	Present	
Victoria L. Rogers	Clerk of the Circuit Court & Comptroller	Absent	
Sarah Johnston	County Attorney	Present	
Kristin Ottinger	Attorney	Absent	
Doug Baber	Assistant County Manager	Present	
Christopher Simpron	Assistant County Manager	Present	
Holly Smith	Administrative Services Manager	Present	
Brandy Crawford	Executive Assistant	Present	
Jessica Santibanez	Deputy Clerk	Present	

Chair Flores called the meeting to order at 8:30 a.m.

3. APPROVAL OF THE AGENDA: ADDITIONS, DELETIONS, AND AMENDMENTS

Chair Flores called for the discretion of the Board.

Motion by Commissioner Wells and second by Commissioner Melendy to approve the agenda.

Chair Flores called for further comments. None given.
Chair Flores called for any public comment. None given.

Motion carried unanimously.
Ayes – Wells, Flores, Chancey, Melendy, and Miller

4. MINUTES FOR APPROVAL

A. BCC Workshop Session Minutes of May 1, 2025, at 8:30 a.m.
BCC Regular Meeting Minutes of May 15, 2025, at 8:30 a.m.
BCC Workshop Session Minutes of June 5, 2025, at 8:30. a.m.
BCC Regular Meeting Minutes of June 19, 2025, at 8:30 a.m.
BCC Workshop Session Minutes of July 14, 2025, at 8:30 a.m.
BCC Regular Meeting Minutes of July 17, 2025, at 8:30 a.m.

Chair Flores presented the minutes for approval and called for the discretion of the Board.

Motion by Commissioner Chancey and second by Commissioner Melendy to approve the meeting minutes as presented.

Chair Flores called for further comments. None given.
Chair Flores called for any public comment. None given.

Motion carried unanimously.
Ayes – Wells, Flores, Chancey, Melendy, and Miller

B. BOCC/Hardee County Sheriff's Administrative Complex Site Selection Review Committee Special Events Meeting Minutes of August 5, 2025, at 1:00 p.m.

Chair Flores requested the discretion of the Board.

Motion by Commissioner Miller and second by Commissioner Wells to accept and acknowledge the Hardee County Sheriff's Administrative Complex Site Selection Review Committee meeting minutes as presented.

Chair Flores called for further comments. None given.
Chair Flores called for any public comment. None given.

Motion carried unanimously.
Ayes – Wells, Flores, Chancey, Melendy, and Miller

5. PUBLIC COMMENT FOR NON-AGENDA ITEMS

Chair Flores called for general public comment. The following person addressed the Board during public comments:

Joshua Exendine, serving as President of the Hardee County Professional Firefighters IAFF Local 3471.

Chair Flores called for any further public comments. None given.

Chair Flores asked the county attorney to speak to the Board in reference to any action that can be taken by the Board in response to Mr. Exendine's comments and request.

County Attorney Johnston informed the Board that there is no action that they can take as this matter is outside of the Board's purview. The Board cannot direct the county manager in relation to the hiring or firing of a specific employee. The Board would be in violation of state law if they were to direct the county manager to terminate an employee; the matter can be left with the county manager and can request a follow-up on the matter.

Commissioner Chancey expressed his understanding of the county attorney's response. He asked her directly if specific related issues can be discussed during the Commissioner's Comments section of the meeting.

County Attorney Johnston expressed that questions about the manager are within the purview of the Board.

Chair Flores expressed his understanding that this is a big issue, and the Board must be careful with how the situation is handled. He noted that the Board takes the comments seriously and will consider what options they have with the county manager. Chair Flores emphasized that the Board would continue working to make a better atmosphere for the county.

6. PROCLAMATIONS

A. American Red Cross Month Proclamation:

Tina Sweeten, American Red Cross of Mid-Florida, expressed her appreciation to the Board for the partnerships that the American Red Cross has with Hardee County and partners in the county. Ms. Sweeten read the proclamation before the Board proclaiming March 2026 as "American Red Cross Month."

Chair Flores thanked Ms. Sweeten and opened the floor for comments.

Commissioner Miller expressed his appreciation for the Red Cross's work in Hardee County and for what Red Cross does to support residents who are impacted by a house fire. Ms. Sweeten noted that the fire department partners with the Red Cross to accomplish this.

Commissioner Melendy expressed his support and appreciation for the Red Cross.

Commissioner Chancey expressed his support and thanks for the work of the Red Cross, particularly when disaster strikes.

Commissioner Wells expressed appreciation for what the Red Cross organization does and for their representation in Hardee County.

Chair Flores thanked Ms. Sweeten and expressed appreciation for the work of the Red Cross in the community.

Chair Flores called for a motion.

Motion by Commissioner Miller and second by Commissioner Wells to approve the proclamation declaring March 2026, as "American Red Cross Month" in Hardee County.

Chair Flores called for further discussion. None given.
Chair Flores called for any public comment. None given.

Motion carried unanimously.
Ayes – Wells, Flores, Chancey, Melendy, and Miller

B. Flood Awareness Week:

Community Development Director, Todd Miller, addressed the Board and explained that he serves as the Floodplain Manager for the county and the cities of Bowling Green and Zolfo Springs. He emphasized the desire to raise awareness of flood prevention and flood mitigation. Director Miller read the proclamation declaring March 9th through March 15th, 2026, as "Flood Awareness Week."

Chair Flores opened the floor for commissioner comments.

Commissioner Miller emphasized that preparation is always the key to success; he inquired if educational materials will be disseminated to Hardee County residents. Director Miller noted that there has been an increase in educational and awareness efforts as well as materials provided. Community Development staff recently manned a booth at the Hardee County fair where materials were distributed.

Commissioner Melendy highlighted the importance of awareness as residents who own land must manage the effects of water in Hardee County and throughout the state of Florida.

Chair Flores pointed out the negative effects of El Nino and Hurricane Ian and the need to prepare for the possibility of problems.

Chair Flores called for a motion.

Motion by Commissioner Melendy and second by Commissioner Chancey to approve the proclamation declaring March 9-15, 2026, as "Flood Awareness Week" in Hardee County.

Chair Flores called for further discussion. None given.
Chair Flores called for any public comment. None given.

Motion carried unanimously.
Ayes – Wells, Flores, Chancey, Melendy, and Miller

7. CONSENT AGENDA

Chair Flores requested the discretion of the Board regarding Consent Agenda Items A through D.

Motion by Commissioner Wells and second by Commissioner Miller to approve Consent Agenda as presented.

Chair Flores called for further comments. None given.
Chair Flores called for any public comment. None given.

Motion carried unanimously.
Ayes – Wells, Flores, Chancey, Melendy, and Miller

A. Motion to approve Resolution 2026-16, a resolution of the Board of County Commissioners of Hardee County, Florida, authorizing the execution of Florida Department of Environmental Protection Agreement Number L0209 for funding under the Statewide Water Quality Restoration Projects Program for the Hardee County Fairgrounds Utilities Infrastructure Improvements Project; providing for severability, and providing for an effective date.

B. Motion to approve Resolution 2026-17, a resolution of the Board of County Commissioners of Hardee County, Florida, authorizing the execution of Florida Department of Environmental Protection Agreement Number L0210 for the Hardee County Pioneer Park Infrastructure Improvements Project; providing for severability, and providing for an effective date.

C. Motion to approve the interlocal agreement between the County and the Central Florida Regional Planning Council for services outlined within the Federal Highway Administration Grant Agreement Number 693JJ32640309, in substantially the attached form, subject to approval by the County Attorney, and authorization for the County Manager or Chair to sign any necessary documents, in furtherance thereof.

D. Motion to approve the fixed asset transfers as presented.

8. PRESENTATIONS

A. Hardee 311:

Parks, Recreation & Marketing Manager, Lacey Webb, presented to the Board about the countywide implementation of Hardee 311. Manager Webb informed the Board that Hardee County will officially launch Hardee 311 on Monday, March 9, 2026, as approved in the 2025 Budget. This call center service functions as a reporting platform for the county and is powered by Catalyst Service Request 311.

Hardee 311 is a centralized system designed to simplify how residents report non-emergency service issues and communicate with Hardee County government. The goal is to improve service delivery, increase transparency, and ensure requests are tracked through resolution.

Key Highlights:

- Convenient access: Residents have one clear way to submit non-emergency service requests online through the county's BOCC website and social media pages. A mobile app may be added in the future.
- Efficient request management: Requests are logged, categorized, and automatically routed to the appropriate department. Staff can process or reroute requests when necessary.
- Resident notifications: Residents receive email updates when a request is received, assigned, processed, and resolved.
- Improved accountability: County staff and leadership can monitor requests and their progress in real time, helping ensure timely responses and clearer responsibility.
- Transparency and performance tracking: Hardee 311 provides a dashboard that displays service requests and their status, allowing the county to measure performance and demonstrate results.
- Data-driven decisions: Reporting tools track request trends, categories, response status, and average resolution times. These insights can help identify recurring problems, improve operational efficiency, and guide policy and budget decisions.

How the system works:

1. A resident submits a service request online, selects a category or department, and optionally adds comments, location, and photos.
2. The system records the request and routes it to the appropriate department.
3. Department staff receive email notifications and begin processing the request.
4. The resident receives email updates as the request progresses.
5. The request is tracked through completion, while county staff monitor performance through the dashboard and analytics.

Four major benefits of Hardee 311:

- Resident convenience: A simpler, more predictable way to contact the county government.
- Operational efficiency: Faster responses, fewer miscommunications, and more accurate routing.
- Transparency and trust: Clear communication and visible progress toward resolving issues.
- Actionable insights: Reliable operational data to support continuous improvement and informed decisions.

Manager Webb ended her presentation by saying, “With one call, one click, Hardee County is now connected.”

Chair Flores called for any questions from the Board.

Commissioner Melendy expressed his excitement for the opportunity and the improvements it can bring to the county and its citizens.

Commissioner Wells inquired about the app that was mentioned in the presentation. Manger Webb noted that there is currently no timeline for when the app might be up and running; she emphasized that the county is in the exploration stage of getting the program up and running and will then explore pricing and options for the app.

Commissioner Miller thanked Ms. Webb for the presentation and inquired about the process for how work orders are generated once the request is inside the system and the role of supervisors in getting work orders approved and completed. Manager Webb explained that Executive Assistant, Brandy Crawford, will be the oversight hub for the program and will manage the intake and escalation of requests.

Assistant County Manager Baber recognized Brandy and Lacey for their work implementing the initiative. Assistant County Manager Baber confirmed the process for receiving requests as follows: emails will be directed to the public works department, a work order is created to be received directly by Parks and Rec, Public Works, or the Code Enforcement Department; Brandi will oversee follow-ups, with automated email reminders and supervisor notifications for reports that remain unanswered after approximately five days. Residents will receive email confirmation once their issues are resolved. The system will also provide data to measure performance and support future budget decisions.

Commissioner Miller noted that documentation is key and evidence to provide that issues have been resolved is helpful; this is a great resource for the county and community and a way to accomplish needed actions in a streamlined, simpler way.

Commissioner Chancey noted this is a great solution for tech-savvy people. He inquired as to the process for handling requests that are received via phone call to a county commissioner.

Assistant County Manager Baber explained that commissioners can direct residents to the website or pass it on to county staff who will manually enter the request into the website. He offered to show the Board how to save the website to their phone or desktop and how to enter the requests. Staff anticipate this to be a great resource for the county.

Chair Flores expressed his support for the process and noted the importance of being able to respond quickly and keep momentum moving forward on projects.

Commissioner Miller inquired if all residents are able to see the dashboard and list of complaints/kudos entered. Assistant County Manager Baber noted that residents can only see things they have personally entered whereas staff can view the full list. Code enforcement reports will also be entered through this platform. People who post to the system must include their name and email address, but only staff will be able to view this information.

Chair Flores noted that for those residents who are not tech-savvy it may be helpful to follow up with the completion of the request through email or phone call rather than the platform dashboard. He thanked staff for the work they have done on this project.

Manager Webb reminded the Board that there is an icon on the front page of the BOCC website to direct residents to access the Hardee 311 platform.

9. BUSINESS AGENDA - Quasi-Judicial Items:

No business agenda quasi-judicial items were presented.

10. BUSINESS AGENDA - Ordinances:

No business agenda ordinance items were presented.

11. BUSINESS AGENDA - Action Items:

A. Resolution 2026-13 - Jersey Lane Road Vacation:

Project Coordinator/Right-of-Way Agent, Tara Holton, presented Resolution 2026-13 to the Board requesting approval of a petition to vacate all of Jersey Lane Road. The applicant, Mosaic Fertilizer, LLC (Mosaic), is requesting the closure of 0.57 miles of this unimproved county-maintained road; Mosaic is the sole property owner of all adjacent properties. The maintenance of Jersey Lane Road and associated right-of-way will become the responsibility of Mosaic with plans to install a gate at the beginning of the road to deter trespassing and illegal dumping.

Chair Flores called for any questions from the Board.

Commissioner Chancey asked if the Board had already voted on this a couple of months ago. Ms. Holton explained that unfortunately there was an issue with presenting this item in the newspaper for public notice, so the process had to be completed again.

Chair Flores called for any further questions or comments. None noted.

Chair Flores called for a motion.

Motion by Commissioner Melendy and second by Commissioner Wells to approve Resolution 2026-13, a resolution of the Board of County Commissioners of Hardee County, Florida, approving a petition to vacate all of Jersey Lane, as more particularly described herein, subject to the conditions set forth herein, providing for authorization, severability, and for an effective date.

Chair Flores called for further discussion.

Commissioner Miller inquired about the county's responsibility for CenturyLink utilities connected with this road. County Attorney Johnston explained that the issue was between CenturyLink and Mosaic, the property owner, and not with the county.

Commissioner Chancey affirmed that his comments from the previous meeting still stand as public record.

Chair Flores called for public comment. None given.

Motion carried 4 to 1.
Ayes – Wells, Flores, Melendy, and Miller
Nay – Chancey

B. Resolution 2026-14 - Awarding ITB 26-001 for Airport Road and Sweetwater Road Bridge Repairs:

Assistant County Manager Simpron presented Resolution 2026-14, asking for approval of the award of Invitation to Bid (ITB) and the execution of an agreement with Thomas Marine Construction, Inc. Assistant County Manager Simpron provided the results of the bid and noted that three bids had been received by the county. The lowest bidder was Thomas Marine Construction, Inc., with an amount of $372,115.80. The bid encompasses two projects: repairs to the Airport Road bridge at Max Branch and Sweetwater Bridge at Charlie Creek. Assistant Manager Simpron explained that the Airport Road repair is timely in that it is the only access to the landfill; the northbound lane is currently closed leaving only one lane accessible. He explained the work that needs to be done at Sweetwater Bridge and informed the Board that funding for this project will be reallocated from the repair of Griffin Bridge, which had been approved for this fiscal year; Griffin Bridge is not as much of a priority as the bridges at Airport Road and Sweetwater Road. Staff are recommending approval of this ITB toward the construction agreement.

Chair Flores called for any questions from commissioners.

Commissioner Wells inquired about the timeline for the Airport Road repair. Assistant County Manager Simpron indicated that the project should require four months for full completion.

Commissioner Wells asked for an update on the progress for Center Hill. Assistant Manager Simpron noted that the project is currently at 25 percent completion. He met recently with the contractor and FDOT (Florida Department of Transportation) and the project is still on track to be completed by September 2026 at the latest.

Commissioner Miller inquired about the procurement process for the project and why a third party completed the bid tabulation process. Assistant Manager Simpron explained that the engineer of record is working on behalf of the county; because this is specialized work, the engineer assesses the severity of the problem and reviews the bids to ensure that the proposed work will satisfactorily solve the issue.

Chair Flores noted that one of the bids was significantly higher and inquired if there was any difference in the scope of work that would account for this pricing. Assistant County Manager Simpron stated that there was no difference; he explained that in this situation the county relies on bid quantities and quantity tabulation to ensure everyone is on the same level playing field.

Chair Flores inquired about the plan for traffic flow on Airport Road during the construction process and how long the road might be closed. Assistant County Manager Simpron explained that nearby residents would be notified of work in the area through courtesy letters and the timeframe for road closures will be determined at the construction meeting.

County Manager Atchley offered further explanation that there is no intention of shutting down Airport Road as the work can be conducted with a single-lane road open. He provided some details on the chemical grout repair process for the bridge and indicated that milling and resurfacing will take place on the affected area; the work is only repair and not a replacement of the bridge. Assistant County Manager Simpron provided more information about the repair and the milling and resurfacing; he confirmed that the road will remain closed in one lane only for the duration of the repair.

Commissioner Chancey noted that the lowest and second lowest bids are separated by only $16,000.

Chair Flores called for the discretion of the Board after noting that there were no further questions or comments.

Motion by Commissioner Miller and second by Commissioner Melendy to approve Resolution 2026-14, a resolution of the Board of County Commissioners of Hardee County, Florida, approving the Award of Invitation to Bid (ITB) number 26-001 for the repairs to Airport Road Bridge at Max Branch and Sweetwater Bridge at Charlie Creek; and authorizing the County Manager or Chair to execute an agreement with the lowest responsive and responsible bidder, Thomas Marine Construction, Inc., in an estimated amount of $372,115.80; providing for authorization, and providing for an effective date.

Chair Flores called for further discussion. None given.
Chair Flores called for any public comment. None given.

Motion carried unanimously.
Ayes – Wells, Flores, Chancey, Melendy, and Miller

C. Community Development Block Grant (CDBG) First Public Hearing:

Grants Coordinator, Stacy Smith, presented the Florida Department of Economic Opportunity Small Counties/Cities Community Development Block Grant (CDBG) Presentation.

Grants Coordinator Smith opened the first public hearing concerning Hardee County's intent to apply for funding through the Florida Department of Economic Opportunity's Community Development Block Grant (CDBG) Program. She stated that the hearing had been properly advertised and was being held to gather public input as part of the required citizen participation process.

Grants Coordinator Smith explained that the CDBG Program is a competitive grant opportunity for eligible small counties and cities, with an anticipated statewide funding range of $25 million to $30 million. She outlined the four eligible funding categories: Housing Rehabilitation, Neighborhood Revitalization, Commercial Revitalization, and Economic Development, noting that economic development applications are capped at $1.5 million. She further described the types of projects that may be funded, including stormwater pond construction, park and playground improvements, road and sidewalk work, installation of water and sewer lines, wastewater treatment facility upgrades, and rehabilitation of homes for low-to moderate-income residents. Ms. Smith also detailed the requirement that each project must meet one of the U.S. Department of Housing and Urban Development's three national objectives: benefiting low-to moderate-income persons, eliminating slum or blight, or addressing an urgent need that poses a serious and immediate threat to public health or welfare.

Grants Coordinator Smith concluded the presentation by outlining the next steps in the application process. Staff will review public input from this hearing and any direction provided by the Board to identify priority projects. A second public hearing will be held to present the specific projects the county intends to include in its application. Once the grant cycle opens, staff will submit the application to the Florida Department of Economic Opportunity and await the results.

Chair Flores called for public comment. None given.

Chair Flores called for Commissioner comments.

During the public comment period, Commissioner Wells inquired whether the county's regional lift station—currently under study but lacking construction funding—could be considered for inclusion in the CDBG application. County Manager Atchley affirmed that the project would be eligible, noting that utility infrastructure, including water and wastewater improvements, is an allowable activity under the program. He explained that several potential projects, including those with preliminary study work already completed, would be reviewed and prioritized based on Board direction.

Commissioner Chancey sought clarification on the program's financial limits, confirming through Ms. Smith that the $1.5 million cap applies only to the economic development category and does not restrict other project types. Discussion continued regarding how quickly available funds could be expended across multiple needs, emphasizing the importance of prioritization given the competitive nature of the statewide program. Ms. Smith reviewed the anticipated timeline, stating that the second public hearing was scheduled for March 19, 2026. She explained that the Department of Economic Opportunity had not yet released this year's application window, though the prior year's cycle ran from March 5th to May 16th.

Chair Flores asked about the county's historical CDBG funding. Grants Coordinator Smith reported that housing rehabilitation awards had traditionally totaled approximately $750,000, with the most recent award occurring in Fiscal Year 2019–2020. She added that housing applications had paused during the county's hurricane response efforts and had not resumed since 2020. Additional clarification was provided by Assistant County Manager Simpron regarding other recent CDBG applications submitted by the county, including street lighting improvements, the Agri-Civic Center roof replacement and hardening, and playground enhancements—none of which were funded. Assistant County Manager Simpron confirmed that the county intends to pursue funding for the regional lift station and outlined ongoing engineering work being supported through other sources such as the IDA (Industrial Development Authority) and EDA (Economic Development Authority). Plans for future CDBG requests include engineering for extended wastewater improvements and design work for the Bostick Road project, which encompasses sidewalks, drainage improvements,

travel-lane widening, and curb-and-gutter installation. Staff emphasized the strategy of securing engineering funding first to position projects as shovel-ready for future grant cycles, given construction costs are estimated at $15 million to $16 million.

The Board expressed its appreciation for Grants Coordinator Smith and the staff's continued efforts to pursue competitive grant funding, acknowledging both the complexity of the application process and the importance of leveraging outside funding to support county improvements. They also noted that the statewide funding pool of $25 million to $30 million is highly competitive, with all applicants vying for the same limited resources. With no further comments offered by the public or the Board, Chair Flores closed the public comment portion of the hearing.

12. APPOINTMENTS

No appointment items were presented.

13. COUNTY MANAGER NON-CONSENT

County Manager Atchley brought several items before the Board:

1. He expressed excitement and acknowledged the construction process for the EOC (Emergency Operations Center) as walls are going up.

2. He reminded the Board of the Community Workshop being held at the Agri-Civic Center on March 16, 2026, from 5:00 p.m. to 7:00 p.m. The workshop has a dual purpose of being the community engagement piece of the process for Resthaven as well as being the final community involvement for the vulnerability assessment plan.

3. The county manager referenced an article in this week's newspaper highlighting the county's commitment to and involvement with Hardee County Fire and Rescue Department, particularly things for the department that the county has been able to help make happen in recent years.

4. Regarding Personnel Rules and Regulations (PRRs), he inquired as to whether there is Board consensus to bring them before the Board and if so, what part of the PRRs specifically would the Board want to discuss.

Commissioner Wells explained his concern and initiation of this request is connected to his understanding that county employees do not have a way to address concerns or issues without fear of reprisal. He would like to consider how to improve relationships with employees and have an open door policy.

Chair Flores called for any other commissioner comments.

Chair Flores stated that he has talked with both the county manager and the county attorney. He recommended revisiting the personnel rules and procedures to ensure that policies are being followed consistently and fairly; three of the commissioners voted to accept this handbook without a full understanding of their roles or the rules and procedures. Chair Flores proposed exploring the creation of a committee composed of employees from various departments to hear grievances involving management and to provide recommendations. The need for an improved grievance process was emphasized through which employees can raise concerns and have their complaints reviewed. He highlighted the importance to the Board and management to ensure that policies are being followed correctly.

Commissioner Wells emphasized that policies and procedures for employees should be followed fairly across the board. He would like to further explore with the county manager how the HR (human resources) department is handling things.

Commissioner Miller stated his support for the policies and procedures as they are currently written; he emphasized the need to apply the procedures and policies consistently and to ensure that staff are following them. He does not feel it necessary to go through the procedures at this time.

Commissioner Chancey expressed agreement with Commissioner Wells as to the application of the policies and procedures. He noted that the work environment should be one where everyone is working together as a team. He emphasized that the goal is for everyone to be working together to do what is best for the county and expressed willingness to look at specific issues as needed.

County Manager Atchley expressed his understanding of what was shared by the commissioners and emphasized that he does not create the policies and procedures without the help of a labor attorney in order to ensure that they are following the law. County Manger Atchley stated that he wants to work with the Board to ensure that the county is doing the right thing for all of Team Hardee.

Chair Flores emphasized the need to protect the county manager, the Board, and the county employees; that policies are implemented fairly for everyone. It is important for him that everyone continues to work toward improvement.

County Manager Atchley provided an update about the leadership study that was conducted as well as the survey of the Fire Rescue Department; the results have been received from the consultant. Staff recently met with a consultant who is helping to design a leadership training session; the next phase will be focused on how to help the situation at the fire department.

14. COUNTY ATTORNEY

A. BOCC Policies & Procedures:

County Attorney Johnston informed the Board that she has been working on the public participation pursuant to the previous meeting's discussion. At the next meeting she will provide that information as well as another component of the policies and procedures.

15. COMMENTS FROM COMMISSIONERS OR OTHER ELECTED OFFICIALS

Chair Flores called for comments from elected officials or commissioners.

Commissioner Miller reminded the Board that one position on the Industrial Development Authority (IDA) has remained vacant for several months. One applicant has submitted an application for an IDA board position. However, another IDA board member's term expires later in the year. Commissioner Miller proposed that a search for a replacement board member be conducted in order to have someone in place when the time comes. Possible methods could include canvassing the community through posting the position online, in the newspaper, or through another type of notice.

County Manager Atchley stated that staff can reach out to the IDA to determine what type of position is currently open and will become open later in the year. He noted that applications are valid for one year, so it is a good idea to encourage interested applicants to apply.

Chair Flores emphasized that the relationship between the IDA and the BOCC has improved through increased communication; county commissioners now have the opportunity to provide more input than in the past. He is hopeful that this improvement will lead to an increase in applications.

Chair Flores called for any additional comments.

Commissioner Chancey expressed serious concerns about the county manager's lack of progress in addressing fire department staffing issues, employee morale, and public safety. He stated that for the past 16 months, he has repeatedly raised concerns with the county manager but has not seen meaningful action.

Key points mentioned by Commissioner Chancey included:

- Fire department staffing: Staffing concerns have persisted despite repeated discussions, resulting in employees working multiple shifts and experiencing burnout from mandatory overtime.
- Employee concerns and morale: Receiving frequent calls from citizens, former employees, and others. He also referenced a union staffing survey in which 30 of 32 respondents reportedly expressed concerns, suggesting a broader pattern of employee dissatisfaction.
- Access to information: Frustration that requests for basic information must be routed through the county manager, making it difficult for him to obtain information needed to fulfill his responsibilities as a commissioner.
- Equipment reliability and public safety: Reports that five units were out of service on February 15, including two of the county's three engines, and questioned the county's ability to maintain adequate fire protection without grants and additional appropriations.
- Public confidence and county employment: Concern about declining public confidence in county government and noted that county employment no longer appears as attractive or prestigious as it once was.
- Accountability and urgency: Call for prompt action, emphasizing that citizens deserve fire protection and services for which they pay taxes.

Commissioner Chancey delivered a direct warning to the county manager that he expects to see tangible improvements in fire department staffing, employee working conditions, information access, and overall county operations. Although he did not make a formal motion, he made clear that continued inaction could lead him to take further steps.

Chair Flores affirmed Commissioner Chancey's concerns and emphasized that his concerns are for the protection of the county manager, county employees, and county commissioners. He agreed that if there are issues, they need to be addressed and also emphasized that much good has come from the county manager's influence such as increased professionalism. The Board is not allowed to involve itself with employees so ultimately any employee issues fall on the county manager and the relationship the Board has with the county manager; employee relations are a gauge of the county manager's performance. Chair Flores emphasized that he wants to make sure that the county and its staff continue to move forward and do a better job when it comes to employee relationships.

Commissioner Wells stated his desire for Mr. Atchley to do his job in ensuring that county employees are taken care of and treated fairly.

Commissioner Miller expressed his appreciation of county staff being proactive to conduct surveys, gather information and develop programs to improve employee relations. He noted that the fire department is a work group with a tough, traumatic and stressful job. He encouraged County Manager Atchley to help find the right people to help in this department as quickly as possible.

Commissioner Chancey expressed concern about recent accidents in the county, particularly one at the intersection of County Road 663 and State Road 64.

Assistant County Manager Simpron highlighted the recent increase in traffic accidents including fatality accidents in the county and noted that he is addressing this pattern with the FDOT (Florida Department of Transportation) District One Traffic Operations and Safety Group. Rumble strips will be replaced at the intersection of CR 663 and SR 64 as well as at the intersection of West Main Street and SR 64. A suggestion was made to add a pavement marking on CR 663 indicating a stop ahead as well as the addition of a flashing light to the "stop ahead" sign that precedes the stop sign. The SR 64 and CR 663 intersection does not have enough traffic volume to warrant a stop light. Assistant Manager Simpron and Assistant County Manager Baber will meet today at 4:00 pm with the FDOT Safety Group to further discuss these improvements.

Assistant County Manager Simpron informed the Board that FDOT will slow down traffic at the intersection of U.S. Hwy 17 and SR 62 during the construction process; once the traffic light has been installed FDOT will do a traffic study to see if the intersection warrants a permanently reduced speed limit.

Chair Flores asked about the building being planned for the fairgrounds; specifically, he inquired about the funding for the building and if procurement procedures through the county are being followed.

County Manager Atchley noted that a procurement communication restriction or "cone of silence" was in effect because the proposal period is not yet open. County Attorney Johnston explained that she is able to respond to the funding inquiry for this project. It was initially communicated that the state appropriations had been awarded to the Hardee County Fair Board; however, the building is county property, so the money was awarded to the county. The county manager and county attorney have discussed the unsolicited proposal for this project and decided together that it was in the county's best interest to not waive the competitive process. Instead, the unsolicited proposal was advertised allowing other interested vendors to submit a competing proposal. The proposals can be submitted until 6:00 p.m. tomorrow. Florida Statute governs unsolicited proposals, and this is the procedure being followed by the county for this project.

Commissioner Chancey inquired about the difference between a bid and a proposal. County Attorney Johnston explained that the terms bid and proposal can be used interchangeably. However, when a state statute typically refers to an invitation to bid it involves specific quantities and price. A request for proposal or unsolicited proposal means price is not the number one factor; you are looking at the responsiveness and responsibility of the proposer.
Regarding the process for proposal, an entity can say we are seeking proposals, or an unsolicited proposal can be received. In this situation, the county received an unsolicited proposal from someone saying they would like to do this project. The county did not advertise or go out to market. Instead, after receiving the proposal county staff decided to allow other vendors to also submit competing proposals.

Commissioner Chancey inquired about the process for ranking and evaluating the proposals. County Attorney Johnston explained that the proposals will be evaluated by an evaluation committee that was formed by the county manager. They

are evaluated based on criteria and then ranked and submitted to the Board for consideration. The criteria and how it is evaluated will also be presented to the Board.

Commissioner Wells inquired if the unsolicited proposal was due to the work that the fair board had begun on this project. County Attorney Johnston stated that she did not want to speak on behalf of the vendor but would strongly suspect that there was a connection between the two.

16. REMINDERS

Chair Flores reviewed the following reminders:

- March 10, 2026 – BOCC Utilities Workshop at 8:30 a.m.
- March 16, 2026 - Community Workshop from 5:00 p.m. - 7:00 p.m.
- March 19, 2026 – BOCC Meeting at 8:30 a.m.
- March 26, 2026 – State of the Union County event at 11:00 a.m.
- March 26, 2026 – BOCC Budget Workshop at 2:00 p.m.

County Attorney Johnston reiterated that the procurement communication restriction remained in effect or "cone of silence" for the fairgrounds building project. She emphasized that if a vendor intends to submit a response and attempts to contact the county manager or commissioners, the vendor will be disqualified. Her recommendation is to direct vendors to staff for any questions or concerns.

Ricky Wiggins, Hardee County Firefighter, addressed the Board concerning the County Road 663 intersection.

17. ADJOURNMENT

With no further business, the meeting was adjourned at 10:29 a.m.

_____
Noey A. Flores, Chair
Board of County Commissioners

_____
Victoria L. Rogers, Ex-Officio Clerk
Board of County Commissioners

AGENDA ITEM NO. 10.A

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	November 17, 2026
SUBMITTED BY:	Brandy Crawford, County Manager's Office
ITEM TYPE:	Proclamation
AGENDA SECTION:	**PROCLAMATIONS**
SUBJECT:	**Charles Crutchfield** - Veteran's Appreciation Month Proclamation
SUGGESTED ACTION:	- Motion to approve the proclamation declaring November 2026 as Veteran's Appreciation Month in Hardee County.

ATTACHMENTS:
Proclamation - Veterans Appreciation Month.docx

Hardee County
FLORIDA

PROCLAMATION
VETERANS APPRECIATION MONTH

WHEREAS, the freedoms enjoyed by the citizens of the United States have been secured and preserved through the courage, sacrifice, and dedication of the men and women who have served in the United States Armed Forces; and

WHEREAS, throughout our Nation's history, veterans have answered the call to duty during times of peace and war, defending the principles upon which this country was founded; and

WHEREAS, the citizens of Hardee County are honored to recognize the veterans of the United States Army, Navy, Marine Corps, Air Force, Coast Guard, Space Force, and the National Guard and Reserve Components for their selfless service and commitment to protecting our Nation; and

WHEREAS, veterans continue to strengthen our communities through public service, volunteerism, leadership, and civic engagement long after their military service has ended; and

WHEREAS, Hardee County is proud to be home to many veterans and military families whose contributions enrich the quality of life throughout our community; and

WHEREAS, Veterans Appreciation Month provides an opportunity for all citizens to honor, thank, and support those who have served, while recognizing the sacrifices made by their families and loved ones; and

WHEREAS, Hardee County remains committed to serving and supporting our veterans by connecting them with resources, benefits, and services that help improve their quality of life and recognize their service to our Nation;

NOW, THEREFORE, BE IT PROCLAIMED, that the Hardee County Board of County Commissioners hereby proclaims the month of November 2026 as Veterans Appreciation Month in Hardee County, Florida, and encourages all residents to recognize and honor our Nation's veterans for their faithful service, sacrifices, and unwavering devotion to the United States of America.

BE IT FURTHER PROCLAIMED that all citizens are encouraged to participate in activities and programs that honor veterans, support military families, and express gratitude to those who have served our country.

DONE AND PROCLAIMED this 17th day of November 2026, by the Hardee County Board of County Commissioners, Wauchula, Florida.

_____
Noey A. Flores, Chair

AGENDA ITEM NO. 11.A

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	November 17, 2026
SUBMITTED BY:	Brandy Crawford, Budget and Finance
ITEM TYPE:	Consent Agenda
AGENDA SECTION:	**CONSENT AGENDA**
SUBJECT:	Motion to approve the operating amendments as presented.
SUGGESTED ACTION:	

ATTACHMENTS:
memo oper amendments 11.19.26.pdf
Operating amendments 11.19.26.pdf

Hardee County
FLORIDA

MANAGEMENT AND BUDGET

To: John Eason, County Manager

From: Diane Moore, Budget Manager

Subject: Operating Amendments

Date: October 15, 2026

The first operating amendment before you is to increase the interest revenue for the DEP RED FL Vulnerability Grant by $2,767.90 in the grant fund. We are also increasing the Grants expense line transfer to general fund to move the funds back to the general fund.

The next amendment is regarding the general fund. We are increasing the revenue line Transfer from Grant by $2,767. We are increasing the budget lines for the following expense lines: Grants FICA $849; Grants Medicaid $197; Grants Communication $57; and OMB Executive Salaries $1,664.

The third amendment is to increase the HMGP Grant Revenue and increase the expense line Grants Transfer to GF by $7,924. This is to reflect additional grant funds that reimbursed administrative costs (SRMC).

The fourth amendment is to increase the revenue line General Fund transfer from grants and the expense line OMB Executive Salaries by $7,924. This is to reflect additional grant funds that reimbursed administrative costs.

Staff recommend approval of this amendment.

BOARD OF COUNTY COMMISSIONERS

NOEY FLORES
CHAIR, DISTRICT 2

TIM WELLS
VICE-CHAIR, DISTRICT 1

DONALD CHANCEY
DISTRICT 3

RUSSELL MELENDY
DISTRICT 4

KENNY MILLER
DISTRICT 5

JOHN EASON
COUNTY MANAGER

DIANE MOORE
BUDGET MANAGER

MAILING ADDRESS
412 West Orange Street
Suite 204
Wauchula, FL 33873

PHONE
863-773-3199

WEBSITE
hardeecountyfl.gov

OPERATING BUDGET AMENDMENTS
2026-2027

November 19, 2026

Account Number	Classification	Adopted Budget	Amended Budget	Increase	Decrease	Revised Budget	Notes
135-361-100-34	DEP RED FL Vulnerability Interest	$0.00	$0.00	$2,767.90		$2,767.90	FY25-26 To record excess interest transferred back to general fund.
135-581-000-21	Grants Transfer to General Fund	$ -	$ 27,363.68	$ 2,767.90		$ 30,131.58	
001-381-100-11	General Fund Transfer from Grants	$ 2,500.00	$ 29,863.68	$ 2,767.00		$ 32,630.68	FY 25-26 Reflect returned interest as an increase to the Grants FICA, Medicaid and Communication Budget. In addition to OMB Executive Salaries
001-513-621-0	Grants FICA	$14,807.00	$14,807.00	$849.00		$15,656.00	
001-513-621-1	Grants Medicaid	$3,465.00	$3,465.00	$197.00		$3,662.00	
001-513-641-0	Grants Communication	$4,440.00	$4,400.00	$57.00		$4,457.00	
001-513-711-0	OMB Executive Salaries	$105,935.00	$161,435.00	$1,664.00		$163,099.00	
135-331-500-07	HMGP Grant -Sheriff Office Generator	$ 602,756.00	$ 602,756.00	$ 7,924.00		$ 610,680.00	FY25-26 Grant Reimbursed Admin Expenses
135-581-000-21	Grants Tranfer to GF	$ -	$ 30,131.58	$ 7,924.00		$ 38,055.58	
001-381-100-11	General Fund Transfer from Grants	$ 2,500.00	$ 32,630.68	$ 7,924.00		$ 40,554.68	FY25-26 Grant Reimbursed Admin Expenses.
001-513-711-0	OMB Executive Salaries	$ 105,935.00	$ 161,435.00	$ 7,924.00		$ 169,359.00	

AGENDA ITEM NO. 11.B

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	November 17, 2026
SUBMITTED BY:	Brandy Crawford, Grants Management Department
ITEM TYPE:	Consent Agenda
AGENDA SECTION:	**CONSENT AGENDA**
SUBJECT:	Motion to ratify the submission and acceptance of the State of Florida Department of Commerce Grant Agreement HL343 in the amount of $5,200,000. for facility hardening improvements at the civic center, Sheriff's office, fleet services building and public works administration building; authorizing the County Manager or Chair to sign any necessary documents in furtherance thereof, and to expend funds as provided for in the grant application and agreement.
SUGGESTED ACTION:	

ATTACHMENTS:
HL343 Memo-Ratification.pdf
HL343_Executed.pdf

BOARD OF COUNTY COMMISSIONERS

NOEY FLORES
CHAIR, DISTRICT 2

TIM WELLS
VICE CHAIR, DISTRICT 1

DONALD CHANCEY
DISTRICT 3

RUSSELL MELENDY
DISTRICT 4

KENNY MILLER
DISTRICT 5

STACY SMITH
GRANTS MANAGER

CHRISTIAN HARDMAN
GRANTS SPECIALIST

TYRE HAGWOOD
GRANTS SPECIALIST

MIA CRAWFORD
GRANTS SPECIALIST

MAILING ADDRESS
412 West Orange Street
Suite 201
Wauchula, FL 33873

PHONE
863-773-6349

WEBSITE
hardeecountyfl.gov

To: John Eason, County Manager

From: Stacy Smith, Grants Manager

Subject: Ratification of Submitted Agreement HL343 for the Hardening Improvements of Four County Public Facilities

Date: November 17, 2026

Hardee County has been awarded funding through the Florida Department of Commerce for resilience and hardening improvements to four county-owned public service facilities: the Civic Center, Sheriff's Office, Fleet Services Building, and Public Works Administration Building. The project will improve facility resiliency, protect critical infrastructure, enhance public safety, and ensure continuity of essential government services during severe weather events and emergencies. Planned improvements include roof replacements and repairs, building envelope enhancements, impact-resistant windows and doors, backup power improvements, HVAC upgrades, and other facility hardening measures.

Award Information
Agreement Number: HL343
Funding Agency: Florida Department of Commerce
Project: County Facility Hardening Improvements
Award Amount: $5,200,000.00
Agreement Period: July 1, 2026 through June 30, 2028
Funding Method: Cost Reimbursement

Fiscal Impact

Acceptance of this agreement provides $5,200,000.00 in state funding for improvements to the Hardee County Civic Center, Sheriff's Office, Fleet Services Building, and Public Works Administration Building. The agreement is administered on a cost reimbursement basis over the period ending June 30, 2028.

Action Requested

Ratify the submission and execution of Grant Agreement HL343 with the Florida Department of Commerce and authorize staff to administer the grant in accordance with the agreement terms and conditions.

Docusign Envelope ID: 8CDD1E76-822F-88B6-829B-C439F0C47304

GRANT AGREEMENT
STATE OF FLORIDA
DEPARTMENT OF COMMERCE

THIS GRANT AGREEMENT NUMBER HL343 ("Agreement") is made and entered into by and between the State of Florida, Department of Commerce ("Commerce"), and Hardee County Board of County Commissioners, a local government ("Grantee"). Commerce and Grantee are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

WHEREAS, Commerce has the authority to enter into this Agreement and distribute State of Florida funds ("Award Funds") in the amount and manner set forth in this Agreement;

WHEREAS, Grantee hereby represents and warrants that Grantee's signatory to this Agreement has authority to bind Grantee to this Agreement as of the Effective Date and that Grantee, through its undersigned duly authorized representative in his or her official capacity, has the authority to request, accept, and expend Award Funds for Grantee's purposes in accordance with the terms and conditions of this Agreement;

NOW THEREFORE, for and in consideration of the covenants and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties intending to be legally bound hereby agree as follows:

A. AGREEMENT PERIOD

This Agreement is effective as of July 1, 2026 (the "Effective Date") and ends on June 30, 2028 (the "Expiration Date"), unless sooner terminated in accordance with the provisions of this Agreement (the "Termination Date"). The period of time between the Effective Date and the Expiration Date or Termination Date is the "Agreement Period."

B. FUNDING

1. **Payment Type**. This Agreement is a Cost Reimbursement Agreement.

2. **Payment Amount**. Commerce shall pay Grantee up to $5,200,000.00 in consideration for Grantee's performance under this Agreement.

3. **Reserved.**

4. **Travel expenses are not authorized under this Agreement.**

5. **Limited Obligation to Pay**. Commerce shall not pay Grantee's costs related to this Agreement incurred outside of the Agreement Period.

6. **Contingent on Appropriation.** In conformity with s. 287.0582, F.S., the State of Florida and Commerce's performance and obligation to pay any Award Funds under this Agreement is contingent upon an annual appropriation by the Legislature. Commerce shall have final unchallengeable authority as to both the availability of funds and what constitutes an "annual appropriation" of funds.

7. **Lobbying.** Grantee shall not expend Award Funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.

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8. **Legal Expenses**. Grantee shall not expend Award Funds to pay any costs incurred in connection with any defense against any claim or appeal of the State of Florida or any agency or instrumentality thereof (including Commerce); or to pay any costs incurred in connection with the prosecution of any claim or appeal against the State of Florida or any agency or instrumentality thereof (including Commerce), which Grantee instituted or in which Grantee has joined as a claimant.

9. **Commingling of Funds**. Grantee shall either (i) maintain Award Funds in a separate bank account, or (ii) expressly designate in Grantee's business records and accounting system that the Award Funds originated from this Agreement. Grantee shall not commingle Award Funds with any other funds. Commerce may refuse to reimburse Grantee for purchases made with commingled funds.

10. **Costs in Compliance with Laws.** Grantee's costs must be in compliance with all laws, rules, and regulations applicable to expenditures of State funds, including the Reference Guide for State Expenditures (https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf).

C. ELECTRONIC FUNDS TRANSFER

Within 30 calendar days of the date the last Party has signed this Agreement, Grantee shall enroll in Electronic Funds Transfer (EFT) from the State's Chief Financial Officer. A copy of the Authorization form can be found on the vendor instruction page at: https://www.myfloridacfo.com/Division/AA/Vendors/ . Any questions should be directed to the Direct Deposit/EFT Section of the Division of Accounting and Auditing at (850) 413-5517. Once enrolled, invoice payments shall be made by EFT.

D. MODIFICATION

If, in Commerce's sole and absolute determination, changes to this Agreement are necessitated by law or otherwise, Commerce may at any time, with written notice of all such changes to Grantee, modify this Agreement within its original scope and purpose. Grantee shall be responsible for any due diligence necessary to determine the impact of the modification. Any modification of this Agreement requested by Grantee must be in writing and duly signed by all Parties in order to be enforceable.

E. AUDIT REQUIREMENTS AND COMPLIANCE

1. **Florida Single Audit Act - Section 215.97, Florida Statutes ("F.S.")**. Grantee shall comply with all applicable provisions of s. 215.97, F.S., s. 215.971, F.S., and Attachment 2 and Exhibit 1 to Attachment 2: Audit Requirements.

2. Grantee shall perform the deliverables and tasks set forth in Attachment 1, Scope of Work.

3. Grantee may only expend Award Funds for allowable costs resulting from obligations incurred during the Agreement Period.

4. **Refund**. Grantee shall refund to Commerce any: (1) balance of unobligated Award Funds which have been advanced or paid to Grantee; or (2) Award Funds paid in excess of the amount to which Grantee is entitled under the terms and conditions of this Agreement and Attachments hereto, upon expiration or termination of this Agreement.

5. **Inspector General Compliance**. Grantee understands and shall comply with the requirements of s. 20.055(5), F.S. Grantee agrees to reimburse the State for the reasonable costs of investigation the Inspector General or other authorized State official incurs for investigations of Grantee's compliance

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with the terms of this or any other agreement between the Grantee and the State which results in the suspension or debarment of Grantee. Grantee shall not be responsible for any costs of investigations that do not result in Grantee's suspension or debarment.

F. RECORDS AND INFORMATION RELEASE

1. **Records Compliance**. Commerce is subject to the provisions of chapter 119, F.S., relating to public records. Any document Grantee submits to Commerce under this Agreement may constitute public records under the Florida Statutes. Grantee shall cooperate with Commerce regarding Commerce's efforts to comply with the requirements of chapter 119, F.S. Grantee shall respond to requests to inspect or copy such records in accordance with chapter 119, F.S., for records made or received by Grantee in connection with this Agreement. Grantee shall immediately notify Commerce of the receipt and content of any records request by sending an e-mail to PRRequest@commerce.fl.gov within one (1) business day after receipt of such request. Grantee shall indemnify, defend, and hold Commerce harmless from any violation of Florida's public records laws wherein Commerce's disclosure or nondisclosure of any public record was predicated upon any act or omission of Grantee. As applicable, Grantee shall comply with s. 501.171, F.S. Commerce may terminate this Agreement if Grantee fails to comply with Florida's public records laws. Grantee shall allow public access to all records made or received by Grantee in connection with this Agreement, unless the records are exempt from s. 24(a) of Article I of the State Constitution or s. 119.07(1), F.S. Commerce may unilaterally cancel this Agreement for refusal by the Grantee to allow public access to all documents, papers, letters, or other material made or received by the Grantee in conjunction with the Agreement, unless the records are exempt from s. 24(a) of Art. I of the State Constitution and s. 119.07(1), F.S.

2. **Identification of Records**. Grantee shall clearly and conspicuously mark all records submitted to Commerce if such records are confidential and exempt from public disclosure. Grantee's failure to clearly mark each record and identify the legal basis for each exemption from the requirements of chapter 119, F.S., prior to delivery of the record to Commerce serves as Grantee's waiver of a claim of exemption. Grantee shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for as long as those records are confidential and exempt pursuant to Florida law. If Commerce's claim of exemption asserted in response to Grantee's assertion of confidentiality is challenged in any court of law, Grantee shall defend, assume, and be responsible for all fees, costs, and expenses in connection with such challenge.

3. **Keeping and Providing Records**. Commerce and the State have an absolute right to view, inspect, or make or request copies of any records arising out of or related to this Agreement. Grantee has an absolute duty to keep and maintain all records arising out of or related to this Agreement. Commerce may request copies of any records made or received in connection with this Agreement, or arising out of Grantees use of Award Funds, and Grantee shall provide Commerce with copies of any records within 10 business days after Commerce's request at no cost to Commerce. Grantee shall maintain all books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of Award Funds. For avoidance of doubt, Grantee's duties to keep and provide records to Commerce includes all records generated in connection with or as a result of this Agreement. Upon expiration or termination of this Agreement, Grantee shall transfer, at no cost, to Commerce all public records in possession of Grantee or keep and maintain public records required by Commerce to perform the service. If Grantee keeps and maintains public records upon completion of this Agreement, Grantee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Commerce, upon request from Commerce's custodian of records, in a format that is compatible with the information technology systems of Commerce.

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4. **Audit Rights.** Representatives of the State of Florida, Commerce, the State Chief Financial Officer, the State Auditor General, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the federal government and their duly authorized representatives shall have access to any of Grantee'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.

5. **Single Audit Compliance Certification.** Annually, within 60 calendar days of the close of Grantee's fiscal year, Grantee shall electronically submit a completed Audit Compliance Certification (a version of this certification is attached hereto as Attachment 3) to audit@commerce.fl.gov. Grantee's timely submittal of one completed Audit Compliance Certification for each applicable fiscal year will fulfill this requirement for all agreements between Commerce and Grantee.

6. **Ensure Compliance**. Grantee shall ensure that any entity which is paid from, or for which Grantee's expenditures will be reimbursed by, Award Funds, is aware of and will comply with the aforementioned audit and record keeping requirements.

7. **Contact Custodian of Public Records for Questions.**

IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at (850) 245-7140, via e-mail 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.

G. TERMINATION AND FORCE MAJEURE

1. **Termination due to Lack of Funds:** In the event funds to finance this Agreement become unavailable or if federal or state funds upon which this Agreement is dependent are withdrawn or redirected, Commerce may terminate this Agreement upon no less than 24 hour written notice to Grantee. Commerce will be the final authority as to the availability of funds and will not reallocate funds earmarked for this Agreement to another program thus causing "lack of funds." In the event of termination of this Agreement under this provision, Grantee will be paid for any work satisfactorily completed prior to notification of termination. The lack of funds shall not constitute Commerce's default under this Agreement.

2. **Termination for Cause:** Commerce may terminate the Agreement if Grantee fails to: (1) complete the deliverables within the time specified in the Agreement or any extension agreed to by Commerce; (2) maintain adequate progress, thus endangering performance of the Agreement; (3) honor any term of the Agreement; or (4) abide by any statutory, regulatory, or licensing requirement. Commerce may, at its sole discretion, (i) immediately terminate the Agreement, (ii) notify Grantee of the deficiency with an Agreement requirement and require that the deficiency be corrected within a specified time, otherwise the Agreement will terminate at the end of such time, or (iii) take other action deemed appropriate by Commerce. The rights and remedies of Commerce in this clause are in addition to any other rights and remedies provided by law or under the Agreement. Grantee shall not be entitled to recover any cancellation charges or lost profits.

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3. **Termination for Convenience:** Commerce, by written notice to Grantee, may terminate this Agreement in whole or in part when Commerce determines in Commerce's sole and absolute discretion that it is in Commerce's interest to do so. Grantee shall not provide any deliverable pursuant to Attachment 1: Scope of Work after it receives the notice of termination, except as Commerce otherwise specifically instructs Grantee in writing. Grantee shall not be entitled to recover any cancellation charges or lost profits.

4. **Grantee's Responsibilities Upon Termination:** If Commerce issues a Notice of Termination to Grantee, except as Commerce otherwise specifies in that Notice, Grantee shall: (1) Stop work under this Agreement on the date and to the extent specified in the notice; (2) complete performance of such part of the work Commerce does not terminate; (3) take such action as may be necessary, or as Commerce may specify, to protect and preserve any property which is in the possession of Grantee and in which Commerce has or may acquire an interest; and (4) upon the effective date of termination, Grantee shall transfer, assign, and make available to Commerce all property and materials belonging to Commerce pursuant to the terms of this Agreement and all Attachments hereto. Grantee shall not receive additional compensation for Grantee's services in connection with such transfers or assignments.

5. **Force Majeure and Notice of Delay from Force Majeure.** 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 FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, the delay will not result in any additional charge or cost under the Agreement to either Party. In the case of any delay Grantee believes is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, Grantee shall notify Commerce in writing of the delay or potential delay and describe the cause of the delay either: (1) within 10 calendar days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) within five calendar days after the date Grantee first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. THE FOREGOING SHALL CONSTITUTE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section is a condition precedent to such remedy. Commerce, in its sole discretion, will determine if the delay is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section and will notify Grantee of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against Commerce. Grantee 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 FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, after the causes have ceased to exist, Grantee 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 terminate the Agreement in whole or in part.

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H. BUSINESS WITH PUBLIC ENTITIES

Grantee is aware of and understands the provisions of s. 287.133(2)(a), F.S., and s. 287.134(2)(a), F.S. Regardless of the dollar value of the goods or services provided pursuant this Agreement, as required by s. 287.135(5), F.S., Grantee certifies that it is not listed on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, F.S., and is not engaged in a boycott of Israel. If the goods or services to be provided are $1 million or more, in accordance with the requirements of section 287.135(5), F.S. Grantee certifies that it is not listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, created pursuant to s. 215.473, F.S.; or (4) engaged in business operations in Cuba or Syria. Commerce may immediately terminate this Agreement if Grantee submits a false certification as to the above, or if Grantee is placed on the Scrutinized Companies that Boycott Israel List, engages in a boycott of Israel, is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or has engaged in business operations in Cuba or Syria. Grantee is aware of and understands the provisions of s. 287.137(2)(a), F.S., which states that a person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity, and may not transact new business with a public entity.

I. CONTINUING DISCLOSURE OF LEGAL PROCEEDINGS

Prior to execution of this Agreement, Grantee must disclose in a written statement to Commerce's Agreement Manager all prior or on-going civil or criminal litigation, investigations, arbitration or administrative proceedings (collectively "Proceedings") involving this Agreement. Thereafter, Grantee has a continuing duty to promptly disclose all Proceedings upon occurrence. This duty of disclosure applies to Grantee's or subcontractor's officers and directors when any Proceeding relates to the officer or director's business or financial activities. Details of settlements that are prevented from disclosure by the terms of the settlement may be annotated as such. If the existence of such Proceeding causes the State concern about Grantee's ability or willingness to perform the Agreement, then upon Commerce's request, Grantee shall provide to Commerce's Agreement Manager all reasonable assurances that: (i) Grantee will be able to perform the Agreement in accordance with its terms and conditions; and (ii) Grantee and/or its employees, agents, or subcontractor(s) have not and will not engage in conduct in performing services for Commerce which is similar in nature to the conduct alleged in such Proceeding.

J. ADVERTISING AND SPONSORSHIP DISCLOSURE

1. **Limitations on Advertising of Agreement.** Commerce does not endorse any Grantee, commodity, or service. Subject to chapter 119, F.S., Grantee 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 Grantee'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 entity that is not a Party to this Agreement, except potential or actual authorized distributors, dealers, resellers, or service representatives.

2. **Disclosure of Sponsorship**. As required by s. 286.25, F.S., if Grantee is a nongovernmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Grantee's name) and the State of Florida, Department of Commerce." If the sponsorship reference is in written material, the words "State of Florida, Department of Commerce" shall appear in the same size letters or type as the name of the organization.

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K. RECOUPMENT OF FUNDS

1. **Recoupment**. Notwithstanding anything in this Agreement to the contrary, Commerce has an absolute right to recoup Award Funds. Commerce may refuse to reimburse Grantee for any cost if Commerce determines that such cost was not incurred in compliance with the terms of this Agreement. Commerce may demand a return of Award Funds if Commerce terminates this Agreement. The application of financial consequences as set forth in the Scope of Work is cumulative to any of Commerce's rights to recoup Award Funds. Notwithstanding anything in this Agreement to the contrary, in no event shall the application of any financial consequences or recoupment of Award Funds exceed the amount of Award Funds, plus interest.

2. **Overpayments.** If Grantee's (a) noncompliance with this Agreement or any applicable federal, state, or local law, rule, regulation or ordinance, or (b) performance or nonperformance of any term or condition of this Agreement results in (i) an unlawful use of Award Funds; (ii) a use of Award Funds that doesn't comply with the terms of this Agreement; or (iii) a use which constitutes a receipt of Award Funds to which Grantee is not entitled (each such event an "Overpayment"), then Grantee shall return such Overpayment of Award Funds to Commerce.

3. **Discovery of Overpayments**. Grantee shall refund any Overpayment of Award Funds to Commerce within 30 days of Grantee's discovery of an Overpayment or receipt of notification from Commerce that an Overpayment has occurred. Commerce is the final authority as to what may constitute an Overpayment of Award Funds. Refunds should be sent to Commerce's Agreement Manager and made payable to the "Department of Commerce." Should repayment not be made in a timely manner, Commerce may charge interest at the lawful rate of interest on the outstanding balance beginning 30 days after the date of notification or discovery.

4. **Right of Set-Off.** Commerce and the State shall have all of its common law, equitable, and statutory rights of set-off, including, without limitation, the State's option to withhold for the purposes of set-off any moneys due to Grantee under this Agreement up to any amounts due and owing to Commerce with respect to this Agreement, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this Agreement, plus any amounts due and owing to the State for any other reason. The State shall exercise its set-off rights in accordance with normal State practices, including, in cases of set-off pursuant to an audit, the finalization of such audits by the State or its representatives.

L. INSURANCE

Unless Grantee is a state agency or subdivision as defined in s. 768.28(2), F.S., Grantee shall provide and maintain at all times during this Agreement adequate commercial general liability insurance coverage. A self-insurance program established and operating under the laws of the State of Florida may provide such coverage.

Grantee, at all times during the Agreement, at Grantee's sole expense, shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with this Agreement, which, as a minimum, shall be: workers' compensation and employer's liability insurance in accordance with chapter 440, F.S., with minimum employer's liability limits of $100,000 per accident, $100,000 per person, and $500,000 policy aggregate. Such policy shall cover all employees engaged in any Agreement work.

Grantee shall maintain insurance coverage of such types and with such terms and limits as may be reasonably associated with this Agreement, as required by law, and as otherwise necessary and prudent for the Grantee's performance of its operations in the regular course of business. The limits of coverage under each policy maintained by Grantee shall not be interpreted as limiting Grantee's liability and obligations

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under this Agreement. All insurance policies shall be through insurers licensed and authorized to write policies in Florida, and such policies shall cover all employees engaged in any Agreement work. Grantee shall maintain any other insurance required in the Scope of Work.

Commerce shall not pay for any costs of any insurance or policy deductible, and payment of any insurance costs shall be Grantee's sole responsibility. Providing and maintaining adequate insurance coverage is a material obligation of Grantee, and failure to maintain such coverage may void the Agreement, at Commerce's sole and absolute discretion, after Commerce's review of Grantee's insurance coverage when Grantee is unable to comply with Commerce's requests concerning additional appropriate and necessary insurance coverage. Upon execution of this Agreement, Grantee shall provide Commerce written verification of the existence and amount for each type of applicable insurance coverage. Within 30 calendar days of the effective date of the Agreement, Grantee shall furnish Commerce proof of applicable insurance coverage by standard ACORD form certificates of insurance. In the event that an insurer cancels any applicable coverage for any reason, Grantee shall immediately notify Commerce of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within 15 business days after the cancellation of coverage. In the event that the Grantee decides to cancel coverage, the Grantee shall notify Commerce sixty (60) calendar days before any policy is canceled or terminated. Copies of new insurance certificates must be provided to Commerce's Agreement Manager with each insurance renewal.

M. CONFIDENTIALITY AND SAFEGUARDING INFORMATION

Each Party may have access to confidential information made available by the other. The provisions of the Florida Public Records Act, Chapter 119, F.S., and other applicable state and federal laws will govern disclosure of any confidential information received by the State of Florida.

Grantee must implement procedures to ensure the appropriate protection and confidentiality of all data, files, and records involved with this Agreement. To ensure confidentiality, the Contractor shall take appropriate steps as to its employees, subcontractors, and agents.

Except as necessary to fulfill the terms of this Agreement and with the permission of Commerce, Grantee shall not divulge to third parties any confidential information obtained by Grantee or its agents, distributors, resellers, subcontractors, officers, or employees in the course of performing Agreement work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or Commerce.

Grantee shall not use or disclose any information concerning a recipient of services under this Agreement for any purpose in conformity with state and federal law or regulations, except upon written consent of the recipient or the responsible parent or guardian of the recipient when authorized by law.

When Grantee has access to Commerce's network and/or applications, in order to fulfill Grantee's obligations under this Agreement, Grantee shall abide by all applicable Commerce Information Technology Security procedures and policies. Grantee (including its employees, subcontractors, agents, or any other individuals to whom Grantee exposes confidential information obtained under this Agreement), shall not store, or allow to be stored, any confidential information on any portable storage media (*e.g.*, laptops, thumb drives, hard drives, *etc.*) or peripheral device with the capacity to hold information. Failure to strictly comply with this provision shall constitute a breach of Agreement.

Grantee shall immediately notify Commerce in writing when Grantee, its employees, agents, or representatives become aware of an inadvertent disclosure of Commerce's unsecured confidential information in violation of the terms of this Agreement. Grantee shall report to Commerce any Security Incidents of which it becomes aware, including incidents sub-contractors or agents reported to Grantee.

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For purposes of this Agreement, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of Commerce information in Grantee's possession or electronic interference with Commerce operations; provided, however, that random attempts at access shall not be considered a security incident. Grantee shall make a report to Commerce not more than seven business days after Grantee learns of such use or disclosure. Grantee's report shall identify, to the extent known: (i) the nature of the unauthorized use or disclosure, (ii) the confidential information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Grantee has done or shall do to mitigate any detrimental effect of the unauthorized use or disclosure, and (v) what corrective action Grantee has taken or shall take to prevent future similar unauthorized use or disclosure. Grantee shall provide such other information, including a written report, as Commerce's Information Security Manager requests.

In the event of a breach of security concerning confidential personal information involved with this Agreement, Grantee shall comply with s. 501.171, F.S., as applicable. When notification to affected persons is required by statute, Grantee shall provide and be responsible for all costs associated with that notification, but only after receipt of Commerce's written approval of the contents of the notice. Defined statutorily, and for purposes of this Agreement, "breach of security" or "breach" means the unauthorized access of data in electronic form containing personal data. Good faith acquisition of personal information by an employee or agent of Grantee is not a breach, provided the information is not used for a purpose unrelated to Grantee's obligations under this Agreement or is not subject to further unauthorized use.

N. PATENTS, COPYRIGHTS, ROYALTIES, AND RIGHT TO DATA

1. All legal title and every right, interest, claim or demand of any kind, in and to any patent, trademark or copyright, or application for the same, or any other intellectual property right to, the work developed or produced under or in connection with this Agreement, is the exclusive property of Commerce to be granted to and vested in the Florida Department of State for the use and benefit of the state; and no person, firm or corporation shall be entitled to use the same without the written consent of the Florida Department of State. Any contribution by Grantee or its employees, agents or contractors to the creation of such works shall be considered works made for hire by Grantee for Commerce and, upon creation, shall be owned exclusively by Commerce. To the extent that any such works may not be considered works made for hire for Commerce under applicable law, Grantee agrees, upon creation of such works, to automatically assign to Commerce ownership, including copyright interests and any other intellectual property rights therein, without the necessity of any further consideration.

2. If any discovery or invention arises or is developed in the course or as a result of work or services performed with funds from this Agreement, Grantee shall refer the discovery or invention to Commerce who will refer it to the Department of State to determine whether patent protection will be sought in the name of the State of Florida.

3. Where activities supported by this Agreement produce original writings, sound recordings, pictorial reproductions, drawings, or other graphic representations and works of any similar nature Commerce has the right to use, duplicate, and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to allow others acting on behalf of Commerce to do so. Grantee shall give Commerce written notice when any books, manuals, films, websites, web elements, electronic information, or other copyrightable materials are produced.

4. Notwithstanding any other provisions herein, in accordance with s. 1004.23, F.S., a State University is authorized in its own name to perform all things necessary to secure letters of patent, copyrights, and trademarks on any works it produces. Within 30 calendar days of same, the president of a State University shall report to the Department of State any such university's action taken to secure or exploit such trademarks, copyrights, or patents in accordance with s. 1004.23(6), F.S.

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O. INFORMATION TECHNOLOGY RESOURCE

Grantee shall obtain prior written approval from the appropriate Commerce authority before purchasing any Information Technology Resource (ITR) or conducting any activity that will impact Commerce's electronic information technology equipment or software, in any way. ITR includes computer hardware, software, networks, devices, connections, applications, and data. Grantee shall contact the Commerce Agreement Manager listed herein in writing for the contact information of the appropriate Commerce authority for any such ITR purchase approval.

P. NONEXPENDABLE PROPERTY

1. For the requirements of this Nonexpendable Property section of the Agreement, "nonexpendable property" is the same as "property" as defined in s. 273.02, F.S., (equipment, fixtures, and other tangible personal property of a nonconsumable and nonexpendable nature).

2. All nonexpendable property, purchased under this Agreement, shall be listed on the property records of Grantee. Grantee shall inventory annually and maintain accounting records for all nonexpendable property purchased and submit an inventory report to Commerce with the final expenditure report. The records shall include, at a minimum, the following information: name of custodian or custodian's delegate with assigned responsibility for the item, property tag identification number, description of the item(s), physical location, name, make or manufacturer, year, and/or model, manufacturer's serial number(s), date of acquisition, if an automobile, the vehicle identification number (VIN) and title certificate number, cost or value at the date of acquisition for the item or the identified component parts thereof, and the current condition of the item.

3. At no time shall Grantee dispose of nonexpendable property purchased under this Agreement without the written permission of and in accordance with instructions from Commerce.

4. Immediately upon discovery, Grantee shall notify Commerce, in writing, of any property loss with the date and reason(s) for the loss.

5. Grantee shall be responsible for the correct use of all nonexpendable property Grantee purchases or Commerce furnishes under this Agreement.

6. A formal Agreement amendment is required prior to the purchase of any item of nonexpendable property not specifically listed in Attachment 1: Scope of Work.

7. Upon the Expiration Date of this Agreement, Grantee is authorized to retain ownership of any nonexpendable property purchased under this Agreement; however, Grantee hereby grants to Commerce a right of first refusal in all such property prior to disposition of any such property during its depreciable life, in accordance with the depreciation schedule in use by Grantee. Grantee shall provide written notice of any such planned disposition and await Commerce's response prior to disposing of the property. "Disposition" as used herein, shall include, but is not limited to, Grantee no longer using the nonexpendable property for the uses authorized herein, the sale, exchange, transfer, trade-in, or disposal of any such nonexpendable property. Commerce, in its sole discretion, may require Grantee to refund to Commerce the fair market value of the nonexpendable property at the time of disposition rather than taking possession of the nonexpendable property.

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Q. REQUIREMENTS APPLICABLE TO THE PURCHASE OF OR IMPROVEMENTS TO REAL PROPERTY

In accordance with s. 287.05805, F.S., if funding provided under this Agreement is used for the purchase of or improvements to real property, Grantee shall grant Commerce a security interest in the property in the amount of the funding provided by this Agreement for the purchase of or improvements to the real property for five years from the date of purchase or the completion of the improvements or as further required by law.

Upon the Expiration Date of the Agreement, Grantee shall be authorized to retain ownership of the improvements to real property set forth in this Agreement in accordance with the following: Grantee is authorized to retain ownership of the improvements to real property so long as: (1) Grantee is not sold, merged or acquired; (2) the real property subject to the improvements is owned by Grantee; and (3) the real property subject to the improvements is used for the purposes provided in this Agreement. If within five years of the termination of this Agreement, Grantee is unable to satisfy the requirements stated in the immediately preceding sentence, Grantee shall notify Commerce in writing of the circumstances that will result in the deficiency upon learning of it, but no later than 30 calendar days prior to the deficiency occurring. In such event, Commerce shall have the right, within its sole discretion, to demand reimbursement of part or all of the funding provided to Grantee under this Agreement.

R. CONSTRUCTION AND INTERPRETATION

1. The title, section, and paragraph headings in this Agreement are for convenience of reference only and shall not govern or affect the interpretation of any of the terms or provisions of this Agreement.

2. The term "Agreement" means this Agreement together with all attachments and exhibits hereto, as the same may from time to time be amended, modified, supplemented, or restated in accordance with the terms hereof.

3. The use in this Agreement of the term "including" and other words of similar import mean "including, without limitation" and where specific language is used to clarify by example a general statement contained herein, such specific language shall not be deemed to modify, limit, or restrict in any manner the construction of the general statement to which it relates. The word "or" is not exclusive and the words "herein," "hereof," "hereunder," and other words of similar import refer to this Agreement, including any Exhibits and Attachments, and not to any particular section, subsection, paragraph, subparagraph, or clause contained in this Agreement. As appropriate, the use herein of terms importing the singular shall also include the plural, and vice versa.

4. The reference to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof and the reference to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder.

5. All references to "$" shall mean the United States Dollar.

6. The term "Grantee" includes any person or entity which has been duly authorized to and has the actual authority to act or perform on Grantee's behalf. The term "Commerce" includes the State of Florida and any successor office, department, or agency of Commerce, and any person or entity which has been duly authorized to and has the actual authority to act or perform on Commerce's behalf.

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7. The recitals of this Agreement are incorporated herein by reference and shall apply to the terms and provisions of this Agreement and the Parties.

8. Time is of the essence with respect to the performance of all obligations under this Agreement.

9. Each Party has read and understands this Agreement.

10. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

S. CONFLICT OF INTEREST

This Agreement is subject to chapter 112, F.S. Grantee shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. Grantee shall also disclose the name of any State employee who owns, directly or indirectly, more than a 5% interest in Grantee or its affiliates.

T. GRANTEE AS INDEPENDENT CONTRACTOR

Grantee is at all times acting and performing as an independent contractor. Commerce has no ability to exercise any control or direction over the methods by which Grantee may perform its work and functions, except as provided herein. Nothing in this Agreement may be understood to constitute a partnership or joint venture between the Parties.

U. EMPLOYMENT ELIGIBILITY VERIFICATION – E-VERIFY

1. 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/.

2. In accordance with section 448.095, F.S., the State of Florida expressly requires the following:

    a) 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.
    b) 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.

3. 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.

4. In accordance with s. 448.095(2)(c), F.S., if Commerce has a good faith belief that Grantee has knowingly violated s. 448.09(1), F.S., Commerce shall immediately terminate this Agreement. If Commerce has a good faith belief that a subcontractor knowingly violated the law, but Grantee otherwise complied, Commerce shall promptly notify Grantee and Grantee shall immediately terminate the contract with the subcontractor. A contract terminated under this provision is not a breach of contract and may not be considered as such.

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V. NOTIFICATION OF INSTANCES OF FRAUD

Upon discovery, Grantee shall report all known or suspected instances of Grantee, or Grantee's agents, contractors or employees, operational fraud or criminal activities to Commerce's Agreement Manager in writing within 24 chronological hours.

W. NON-DISCRIMINATION

Grantee shall not discriminate unlawfully against any individual employed in the performance of this Agreement because of race, religion, color, sex, physical handicap unrelated to such person's ability to engage in this work, national origin, ancestry, or age. Grantee shall provide a harassment-free workplace, with any allegation of harassment to be given priority attention and action.

X. ASSIGNMENTS

Grantee shall not assign, subcontract, or otherwise transfer its rights, duties, or obligations under this Agreement, by operation of law or otherwise, without the prior written consent of Commerce, which consent may be withheld in Commerce's sole and absolute discretion. Commerce is at all times entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental entity in the State of Florida. Any attempted assignment of this Agreement or any of the rights hereunder by Grantee in violation of this provision shall be void *ab initio*. If Grantee is authorized to utilize subcontractors, Grantee shall comply with the prompt payment requirements of s. 287.0585, F.S., and shall pay subcontractors and suppliers within seven (7) working days after receipt of full or partial payment from Commerce. Grantee shall be solely responsible for any penalties assessed for late payments.

Y. CONTRACT FORMATION AND ADMINISTRATION

1. **Entire Agreement**. This Agreement, and the attachments and exhibits hereto, embodies the entire agreement of the Parties with respect to the subject matter hereof. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement; and this Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties.

2. **Severability**. If a court of competent jurisdiction voids or holds unenforceable any provision of this Agreement, then that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions shall remain in full force and effect.

3. **Execution in Counterparts**. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

4. **Internal Inconsistences.** If any inconsistencies or conflict between the language of this Agreement and its Attachments arise, then the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

Z. WAIVER; REMEDIES CUMULATIVE

1. **Waiver.** No waiver by Commerce of any provision herein shall be effective unless explicitly set forth in writing and signed by Commerce. No waiver by Commerce may be construed as a waiver of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure by Commerce to exercise, or delay in exercising, any right, remedy, power or privilege under this Agreement may be

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construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

2. **Remedies Cumulative**. No remedy herein conferred upon or reserved to either party is intended to be exclusive of any other remedy or remedies, and each and every such remedy will be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law or in equity.

AA. DISPUTES AND LIABILITIES

1. **Governing Law.** The laws of the State of Florida shall govern the construction, enforcement, and interpretation of this Agreement, regardless of and without reference to whether any applicable conflicts of laws principles may point to the application of the laws of another jurisdiction.

2. **Jurisdiction and Venue.** The Parties expressly consent to exclusive jurisdiction and venue in any state court located in Leon County, Florida, and waive any defense of forum non conveniens, lack of personal jurisdiction, or like defense.

3. **WAIVER OF JURY TRIAL**. IN ANY LEGAL OR EQUITABLE ACTION BETWEEN THE PARTIES, THE PARTIES HEREBY EXPRESSLY WAIVE TRIAL BY JURY TO THE FULLEST EXTENT PERMITTED BY LAW.

4. **Attorneys' Fees and Expenses.** Except as set forth otherwise herein, each of the Parties shall pay its own attorneys' fees and costs in connection with the execution and delivery of this Agreement and the transactions contemplated hereby.

5. **Dispute Resolution.** Should any disputes arise concerning the Agreement, the Parties shall act immediately to resolve any such disputes. Time is of the essence in the resolution.

    a) Dispute Resolution Process. Unless otherwise stated herein, the Parties shall resolve disputes using the dispute resolution process stated in these paragraphs.

        i. Contract Manager Review. The Parties shall resolve disputes through the submission of their dispute to Commerce's Agreement Manager, who shall reduce a decision to writing and furnish a copy to each party within ten (10) Business Days from the date that Commerce's Agreement Manager receives the dispute. The Commerce's Agreement Manager's decision shall be final unless a party provides the other party with written notice of the party's disagreement with the decision within ten (10) Business Days from the date of the Commerce's Agreement Manager's decision. If a party disagrees with Commerce's Agreement Manager's decision, the party may proceed to subsection (b) below.

        ii. Meeting between the Principals. If either party disagrees with Commerce's Agreement Manager's decision, such disagreeing party shall notify the other party of the disagreement within ten (10) Business Days. The Parties shall then schedule a meeting between each party's principal (for Commerce, Commerce's head or designee; for Grantee, the Chief Executive Officer or designee) on a mutually agreed upon date, no later than ten (10) Business Days after the provision of the notice. The principals shall attempt to mutually resolve the disagreement at such meeting. If the meeting between the principals fails to resolve the disagreement, the Parties shall proceed to subsection (c) below.

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iii. Mediation. Prior to initiating any litigation, the Parties, upon mutual agreement, may mediate such dispute. If such mediation is not completed within 100 calendar days from receipt of the Commerce's Agreement Manager's decision, then either party may commence litigation.

If the dispute is not resolved through the full process in subsections (i) - (iii) above (or (i) – (ii), if mediation is not agreed to), either party may pursue any available legal or equitable remedies.

b) Grantee's Obligation to Perform While Disputes are Pending. Grantee shall proceed diligently with performance under the Agreement pending the final resolution of any dispute or request for relief, claim, appeal, or action arising under the Agreement and shall comply with directions to perform from the Commerce. Should Grantee not perform while a dispute is pending, including by not performing disputed work, such nonperformance by Grantee may be deemed to be an unexcused breach of the Agreement which is separate and apart from any other dispute.

BB. Indemnification. If Grantee is a state agency or subdivision, as defined in s. 768.28(2), F.S., pursuant to s. 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability for the other Party for the other Party's negligence. However, the below provisions will apply to Grantee's subcontractor's who will need to comply with these conditions.

a) For any and all third-party claims, actions, demands, liabilities, and expenses of any kind which are caused by, related to, growing out of or happening in connection with the Agreement (including any determination arising out of or related to the Agreement that the Grantee or its employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to Commerce or the State). Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and Commerce (including each of their current and former officers, agents, and employees) for any and all loss, damage, injury, costs, reasonable expenses, or other casualty to person or property, including attorneys' fees. Without limiting this indemnification requirement, Commerce may provide Grantee (i) written notice of any action or threatened action, (ii) the opportunity to take over and settle or defend any such action at the Grantee's sole expense, and (iii) assistance in defending the action at the Grantee's sole expense. Provided, however, that Grantee shall not indemnify, defend, and hold harmless the State and Commerce, and their officers, agents, and employees for that portion of any loss or damages the negligent act or omission of Commerce or the State exclusively caused. Nothing herein is intended to act as a waiver of Commerce's or the State's sovereign immunity or to be deemed consent by Commerce or the State or its subdivisions to suit by third parties.

b) Further, Grantee shall fully indemnify, defend, and hold harmless the State and Commerce from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right; provided, however, that the foregoing obligation shall not apply to Commerce's misuse or modification of Grantee's products or Commerce operation or use of Grantee's products in a manner not contemplated by this Agreement. If any product is the subject of an infringement suit, or in Grantee's opinion is likely to become the subject of such a suit, Grantee may, at Grantee's sole expense, procure for Commerce the right to continue using the product or to modify it to become non-infringing. If Grantee is not reasonably able to modify or otherwise secure for Commerce the right to continue using the product, Grantee shall remove the product and refund Commerce the amounts paid in excess of a reasonable fee, as determined by Commerce in its sole and absolute discretion, for past use. Commerce shall not be liable for any royalties.

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c) Grantee's obligations under the two immediately preceding paragraphs above, with respect to any legal action are contingent upon the State or Commerce giving Grantee (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense, and (3) assistance in defending the action at Grantee's sole expense. Grantee shall not be liable for any cost, expense, or compromise incurred or made by the State or Commerce in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

d) The State and Commerce may, in addition to other remedies available to them at law or equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of Grantee or its affiliates to the State against any payments due Grantee under any Agreement with the State.

CC. CONTACT INFORMATION FOR GRANTEE AND COMMERCE CONTACTS

Grantee's Payee:	**Grantee's Agreement Manager**:
Hardee County Board of County Commissioners	Courtney Barringer
412 West Orange Street, Room: 204	412 West Orange Street, Suite 201
Wauchula, FL 33873	Wauchula, FL 33873
(863) 773-3199	(863) 773-6349
	courtney.barringer@hardeecountyfl.gov

Commerce's Agreement Manager:

Beth Frost
107 East Madison Street
Tallahassee, FL 32399
(850) 245-7474
beth.frost@commerce.fl.gov

DD. NOTICES

The Parties' respective contact information is set forth in the immediately preceding paragraph and may be subject to change at the Parties' discretion. If the contact information changes, the Party making such change will notify the other Party in writing. Where the term "written notice" is used to specify a notice requirement herein, said notice shall be deemed to have been given (i) when personally delivered; (ii) when transmitted via email or registered mail; (iii) the next business day following the day on which the same has been delivered prepaid to a recognized overnight delivery service; or (iv) the third business day following the day on which the same is sent by certified or registered mail, postage prepaid, with return receipt.

EE. 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.

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Prior to execution of this Agreement, Grantee 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, Florida Administrative Code (F.A.C.).

FF. FOREIGN INFLUENCE

In accordance with section 286.101, F.S., if this Contract has a value of $100,000 or more, Grantee 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. Grantee represents that it is, and for the duration of this Agreement will remain, in compliance with section 286.101, F.S.

GG. HUMAN TRAFFICKING AND FORCED LABOR

If applicable and in accordance with section 287.1346(4)(b), F.S. and 787.06, F.S., when an agreement 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 or that commodities offered to Commerce have not been produced, in whole or in part, by forced labor as defined in statute.

If applicable, Grantee must provide Commerce with an affidavit signed by an officer or a representative of Grantee on Forms PUR 2023, "Provision of Commodities Produced by Forced Labor" and PUR 2024, "Use of Coercion for Labor or Services Attestation Form," which are incorporated herein by reference under penalty of perjury (Attachment 7) attesting that the Grantee does not use coercion for labor or services or that commodities offered to Commerce have not been produced, in whole or in part, by forced labor as defined in statute. Commerce may terminate this Agreement at its sole option if Grantee is placed on the forced labor vendor list pursuant to s. 287.1346, F.S.

HH. SYSTEMATIC ALIEN VERIFICATION FOR ENTITLEMENTS (SAVE):

Pursuant to State of Florida Executive Order Number 21-223, Grantee shall utilize the U.S. Citizenship and Immigration Services' Systematic Alien Verification for Entitlements program (known as "SAVE"), or any successor or similar applicable verification program, to confirm the eligibility of beneficiaries before providing any funds, resources, benefits, or any other thing of value during the Agreement term. Further, Grantee shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to the Agreement utilize SAVE, or any successor or similar applicable verification program, to confirm the eligibility of beneficiaries before providing any funds, resources, benefits, or any other thing of value during the Agreement term.

II. ATTACHMENTS

This Agreement contains the following attachments:

- Attachment 1: Scope of Work
- Attachment 2 and Exhibit 1 to Attachment 2: Audit Requirements
- Attachment 3: Audit Compliance Certification
- Attachment 4: Certified Business Enterprise Report

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- Attachment 5: Total Compensation for Executive Leadership
- Attachment 6: Total Compensation Paid to Non-Profit Personnel Using State Funds
- Attachment 7: PUR 2024: Use of Coercion for Labor or Services and PUR 2023: Provision of Commodities Produced by Forced Labor

[Remainder of page left intentionally blank; Attachments to follow after signature page]

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IN WITNESS THEREOF, and in consideration of the mutual covenants set forth above and in all Attachments hereto, the Parties, through their duly authorized representatives, sign this Agreement and represent and warrant that they understand the Agreement and Attachments' terms and conditions as of the Effective Date.

FLORIDA DEPARTMENT OF COMMERCE		**HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS**	
By	Adam Callaway Signature	**By**	 Signature
	~~**J. Alex Kelly**~~ Adam Callaway		**Noey Flores**
Title	~~**Secretary**~~ Chief of Staff	**Title**	**Chairman**
Date	10/23/2026	**Date**	10/15/2026

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: Danielle Myrka

Approved Date: 10/22/2026

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ATTACHMENT 1
SCOPE OF WORK

A. PROJECT DESCRIPTION: The 2026-2027 General Appropriations Act, Chapter 2026-232, Laws of Florida, line-item 2395A, appropriated $5,200,000.00 to the Hardee County Board of County Commissioners ("Grantee") for improvements to four public services complexes in Hardee County, Florida ("County") – the Civic Center, Sheriff's Offices, Fleet Services, and Public Works Administration Buildings. These improvements will protect first responders, citizens, essential equipment and community assets, safeguard public safety, and maintain continuity of essential services and emergency response operations in the County.

B. GRANTEE RESPONSIBILITIES:

1. Grantee shall complete the listed improvements to the following facilities:
   a. Civic Center:
      - Roof replacement: Removal and replacement of the existing roofing system, including associated insulation, flashing, drainage components, penetrations, curbs, accessories, connections, and related improvements necessary to provide a complete, resilient, weather-resistant and code-compliance roofing system.
      - Wall and building envelope improvements: Repair, restoration, coating, sealing, or improvement of exterior walls, rainscreen systems, weather barriers, flashing, sealants, and related building-envelope components to improve resistance to wind-driven rain, moisture intrusion, and severe weather.
      - Impact-resistant windows and doors: Replacement, installation, reinforcement, or improvement of exterior windows, doors, glazing, frames, hardware, and associated components with impact-resistant or other applicable code-compliant systems to strengthen the building envelope.
      - Compliant louvers and building penetrations: Replacement, modification, sealing, or hardening of exterior louvers, vents, mechanical penetrations, utility penetrations, and other openings to maintain the integrity of the building envelope and improve resistance to wind and water intrusion.
      - Roof-top equipment securement: Reinforcement, anchoring, modification, relocation, or other appropriate securement of HVAC equipment, mechanical equipment, curbs, supports, vents, and other roof-mounted components necessary to improve resistance to severe weather and accommodate roof improvements.
      - HVAC system repair and improvements: Repair, replacement, modification, or improvement of HVAC and related mechanical systems, equipment, controls, components, connections, and supporting infrastructure necessary to improve system reliability and resiliency and maintain continuity of facility operations.
      - Back-up power: Installation, replacement, modification, or improvement of emergency and back-up power systems and associated electrical infrastructure, equipment, connections, and controls necessary to support critical building systems and continuity of operations during power disruptions and emergency events.
   b. Sheriff's Office:
      - Roof and facility resilience improvements: Repair, restoration, retrofit, reinforcement, or other improvements to the existing roofing system and associated roofing components as necessary to improve weather resistance, mitigate water intrusion, and maintain the integrity and functionality of the existing facility.
   c. Fleet Services Building:
      - Roof and critical infrastructure improvements: Repair, restoration, retrofit, replacement,

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reinforcement, or other improvements to the existing roofing system and associated components necessary to strengthen the facility and improve resistance to severe weather and water intrusion.

- Hurricane-rated roll-up doors: Removal, replacement, installation, reinforcement, or improvement of roll-up doors and associated frames, tracks, hardware, structural connections, controls, electrical components, and supporting systems with hurricane-rated or other applicable code-compliant assemblies designed to improve resistance to high winds, windborne debris, and severe weather.

d. Public Works Administration:

- Roof and critical infrastructure improvements: Repair, restoration, retrofit, replacement, reinforcement, or other improvements to the existing roofing system and associated components necessary to strengthen the facility and improve resistance to severe weather and water intrusion.
- Impact-resistant windows and doors: Removal, replacement, installation, reinforcement, or improvement of exterior windows, doors, glazing, frames, hardware, and associated components with impact-resistant or other applicable code-compliant systems designed to strengthen the building envelope and improve resistance to high winds, windborne debris, wind-driven rain, and water intrusion.

2. Tasks shall include, for all four (4) county-maintained facilities, but are not limited to:

a. Project administration and coordination: Project management, coordination, scheduling, budget oversight, contract administration, coordination with contractors, subcontractors, County staff, and other project stakeholders, and other administrative activities necessary to complete the project.
b. Grant administration: Grant compliance, financial tracking, reimbursement requests, reporting, recordkeeping, coordination with Commerce, maintenance of supporting documentation, and grant closeout.
c. Construction and hardening improvements: All labor, materials, equipment, supervision, contractor and subcontractor services, and related construction activities necessary to complete the approved hardening improvements at the Civic Center, Sheriff's Office, Fleet Services, and Public Works Administration facilities in accordance with Section B.1.
d. Construction oversight and documentation: Construction observation, inspections, quality assurance, testing, progress documentation, contractor payment documentation, and other activities necessary to verify work performed and support reimbursement requests.
e. Project closeout: Final inspections, correction of deficiencies, testing and commissioning as applicable, warranties, operations and maintenance documentation as applicable, record documentation, and project and grant closeout.

3. Costs eligible for reimbursement include, but are not limited to project management and coordination, grant administration, construction and hardening improvements, construction oversight and documentation, testing and inspection, contractor and subcontractor services, project closeout, and other eligible costs necessary to complete the project.

C. COMMERCE'S RESPONSIBILITIES: Commerce shall monitor progress, review reports, conduct site visits, as Commerce determines necessary, at Commerce's sole and absolute discretion, and process payments to Grantee.

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D. DELIVERABLES: Grantee agrees to provide the following services as specified:

Deliverable Number	Tasks	Minimum Level of Service	Financial Consequences	Amount
1	Complete tasks in accordance with Section B of this Scope of Work.	Grantee may request reimbursement upon completion of a minimum of one (1) task in accordance with Section B.2 of this Scope of Work for anyone (1) facility identified in Section B.1 of this Scope of Work. Completion shall be documented by submission of the following to Commerce, as appropriate: a. Copy of preliminary and/or final design plans. b. Copies of all approved permits. c. Solicitation schedule. d. Construction shall be reimbursed upon completion of a minimum of ten percent (10%) construction for anyone (1) facility identified in Section B.1 of this Scope of Work. Thereafter, reimbursement may be requested upon completion of construction in the following increments: 20%, 30%, 40%, 50%, 60%, 70%, 80%, 90%, and 100%. Completion shall be documented by submission of AIA Forms G702 and G703, or their substantive equivalents, certifying that the project, or a quantifiable portion of the project, is complete.	Failure to meet the Minimum Level of Service shall result in non-payment.	$5,200,000.00
TOTAL AMOUNT NOT TO EXCEED: $5,200,000.00				

ACCEPTANCE OF DELIVERABLES

Acceptance Process. All deliverables must be received and accepted in writing by Commerce's Agreement Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time, at Grantee's expense.

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E. REPORTING:

1. Quarterly: Grantee shall provide a quarterly report listing all progress relating to the Deliverables in Section D. Quarterly reports are due to Commerce within 30 calendar days after the end of each quarter, until submission of the final invoice package. The ending dates for each quarter of the program year are September 30, December 31, March 31, and June 30. The quarterly report shall include a summary of project progress, indicating percentage of completion of each Deliverable, and all additional reports which are required pursuant to this Agreement, including but not limited to, reports documenting the positive return on investment to the State that results from Grantee's project and its use of Award Funds. The summary shall also include any issues or events occurring which affect the ability of the Grantee to meet the terms of this Agreement. Grantee shall submit quarterly reports that are in the form of the quarterly report template which will be provided to Grantee upon execution of this Agreement. **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 properly completed or otherwise allowable by law.**
2. Certified Business Enterprise Report: Grantee shall provide a Certified Business Enterprise Report (Attachment 4) with each invoice summarizing the participation of certified and non-certified business and service-disabled veteran subcontractors and material suppliers for that period and the project to date. Grantee shall include the names, addresses, and dollar amount of each certified and non-certified Business Enterprise and Service-Disabled Veteran Enterprise participant. Commerce's Supplier Development Coordinator can be reached at (850) 245-7455 to answer concerns and questions.
3. Close-out Report: No later than 60 calendar days after the Agreement ends or is terminated, Grantee shall provide copies of all paid invoices to document completed work.
4. Total Compensation for Executive Leadership Annual Report, if applicable: The Grantee shall submit a Total Compensation for Executive Leadership Annual Report (Attachment 5) within **90 calendar days** of the close of Grantee's fiscal year. Total compensation includes salary, bonuses, cash-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real property gifts, and any other payout information for the Grantee's executive leadership team(s). Information must be completed in the Subrecipient Enterprise Resource Application (SERA).

   All compensation reports must:
   - Indicate what percentage of the reported compensation comes directly from State, Federal, and Other awards.
   - Include the percentage allocation of State and/or Federal funds relative to the Grantee's total budget.
   - Provide a detailed percentage breakout between State and Federal funding sources.

   Grantee's IRS Form 990 must be submitted to Commerce no later than **March 31st**. If the Grantee has requested and received a submittal extension for their IRS Form 990 or if the scheduled submittal date falls after March 31st, Grantee must submit and report compensation data using the **prior fiscal year's Form 990**.

   The Grantee must inform Commerce of any changes in total executive compensation between annual reports within **60 calendar days** of the change.

F. INVOICE SUBMITTAL AND PAYMENT SCHEDULE: Commerce shall pay Grantee in accordance with the following schedule in the amount identified per deliverable in Section D above. The deliverable amount specified does not establish the value of the deliverable. In accordance with the requirements of s. 215.971(1), F.S., and the **Audit Requirements and Compliance** section of this Agreement, Grantee and its subcontractors may only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period.

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1. Grantee shall provide one invoice per month for all services rendered during the applicable period. Grantee shall submit invoices as set forth below to be eligible to receive and retain payment for the performance of duties and completion of deliverables set forth above. Grantee shall submit all documentation necessary to support Grantee's expenditures. Commerce may request any information from Grantee that Commerce deems necessary to verify that Grantee has performed the services for which payment is requested. Grantee's submission of each invoice package is Grantee's certification that it has performed the services and incurred the costs in compliance with all applicable laws and the terms of this Agreement. Grantee will provide invoices in accordance with the requirements of the Reference Guide for State Expenditures available at: https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337_2.
2. Invoices must contain Grantee's name, address, federal employer identification number or other applicable Grantee identification number, the Agreement number, the invoice number, and the invoice period. Grantee shall submit the following documents with the itemized invoice: Revise list below as applicable and include any additional documentation requirements.
    a) Invoices and bills for fees or other compensation for services or expenses must be legible and submitted in detail sufficient for a proper preaudit and postaudit thereof. Invoices for commodities must clearly reflect a description of the item or items, number of units, and cost per unit. Invoices for services must clearly identify the specific deliverable(s) that were completed.
    b) A cover letter signed by Grantee'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 D, 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 the Agreement period;
    c) Grantee's invoices shall include the date, period in which work was performed, amount of reimbursement, and work completed to date;
    d) A certification by a licensed engineer using AIA forms G702 and G703, or their substantive equivalents, certifying that the project, or a quantifiable portion of the project, is complete;
    e) Before and after photographs of the completed work;
    f) For costs related to employee salaries, the following documentation shall be required:
        2) Identification of each employee who performed tasks under this Agreement;
        3) Percentage of each employee's time devoted to tasks under this Agreement, or number of total hours each employee devoted to tasks under this Agreement. If employee is paid hourly, a document reflecting the hours worked times the rate of pay is acceptable; and
        4) Payroll register or similar documentation that shows the employee's gross salary, fringe benefits, other deductions, and net pay.
    g) Travel documentation with a completed State of Florida Travel Reimbursement Form;
    h) A copy of all supporting documentation for vendor payments;
    i) A copy of the Total Compensation Paid to Non-Profit Personnel Using State Funds Form, if applicable (Attachment 6);
    j) A copy of the cancelled check(s) specific to the project and a copy of the bank statement that includes the cancelled check, or similar evidence of expenditure (e.g., wire transfers, credit card receipts and evidence of payment, etc.).

3. Grantee's invoice and all documentation necessary to support payment requests must be submitted into Commerce's Subrecipient Enterprise Resource Application (SERA). Grantee shall submit invoices that are in the form of the invoice template which will be provided to Grantee upon execution of this Agreement.
4. If the Grantee is a county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2), 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

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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 Grantee may elect in writing to exercise this provision.

a) 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
b) A county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 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 Grantee meets the criteria set forth in this paragraph, then the Grantee is deemed to have demonstrated a financial hardship.

5. Grantee shall submit its final invoice for payment to Commerce no later than 60 days after this Agreement ends and Commerce may, at Commerce's sole and absolute discretion, refuse to honor any requests for payment submitted after this deadline.

G. RETURN ON INVESTMENT: Grantee is required to provide, on or before October 31, 2026, an initial report identifying actual returns on investment by fiscal year for state funding previously received (if applicable), as well as projected positive returns the state will receive by providing Grantee funding through this Agreement.

1. Beginning at the end of the first full quarter following execution of this Agreement, Grantee shall provide quarterly update reports directly to Commerce's Agreement Manager documenting the positive return on investment to the state that results from the Grantee's project and its use of monies provided under this Agreement.
2. Quarterly update reports shall be provided to Commerce's Agreement Manager within 30 calendar days after the end of each quarter thereafter until Grantee is instructed that no further reports are needed.

H. RESERVED.

I. FINANCIAL CONSEQUENCES FOR FAILURE TO TIMELY AND SATISFACTORILY PERFORM:

1. Failure to complete all deliverables in accordance with the requirements of this Agreement, and most particularly the deliverables specified above in Section D, Deliverables, will result in Commerce's assessment of the specified financial consequences. This provision for financial consequences shall in no manner affect Commerce's right to terminate the Agreement as provided elsewhere in the Agreement.
2. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe or fails to timely complete deliverables as set forth in this Agreement, the Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies or delays in the CAP.

- End of Attachment 1 (Scope of Work) -

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Attachment 2
AUDIT REQUIREMENTS

The administration of resources awarded by Commerce to the Grantee may be subject to audits and/or monitoring by Commerce as described in this Attachment 2.

MONITORING. In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (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, the recipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by Commerce. In the event the Commerce determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by Commerce staff to the recipient regarding such audit. The recipient 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 the recipient is a state or local government, or a nonprofit organization as defined in 2 CFR §200.1.

1. A recipient 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, the recipient 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 recipient 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, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.
3. A recipient 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 the recipient 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 recipient resources obtained from other than federal entities).

PART II: STATE FUNDED. This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient 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, the recipient 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.

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2. For the audit requirements addressed in Part II, paragraph 1, the recipient 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 the recipient 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 the recipient 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 the recipient'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), Florida Statutes, State agencies may conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state awarding agency inspector general, the Auditor General, or any other state official. 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 the recipient 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 the recipient 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.

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

Electronic copies (preferred):	or	Paper (hard copy):
Audit@commerce.fl.gov		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 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. Recipients, 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 the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION. The recipient 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 five (5) 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. The recipient shall ensure that audit working papers are made available to Commerce, or its designee, CFO, or Auditor General upon request for a period of five (5) 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 2

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project **- FLORIDA DEPARTMENT OF COMMERCE, 40.038 - Division of Housing and Community Development/$5,200,000.00**

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

1. ***ACTIVITIES LIMITED TO THOSE IN THE SCOPE OF WORK***

NOTE: List applicable compliance requirements

NOTE: 2 CFR § 200.331, as revised, and s. 215.97(5), F.S., require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.

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Attachment 3

AUDIT COMPLIANCE CERTIFICATION

Grantee Name: _____
FEIN: _____
Grantee's Fiscal Year: _____
Contact Person Name and Phone Number: _____
Contact Person Email Address: _____

1. Did Grantee expend state financial assistance, during its fiscal year, that it received under any agreement (e.g., agreement, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Grantee and the Florida Department of Commerce (Commerce)? ____ Yes ____ No

If the above answer is yes, also answer the following before proceeding to item 2:

Did Grantee expend $750,000 or more of state financial assistance (from Commerce and all other sources of state financial assistance combined) during its fiscal year? ____ Yes ____ No

If yes, Grantee certifies that it will timely comply with all applicable state single or project-specific audit requirements of s. 215.97, Florida Statutes, and the applicable rules of the Department of Financial Services and the Auditor General.

2. Did Grantee expend federal awards, during its fiscal year that it received under any agreement (e.g., agreement, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Grantee and Commerce? ____ Yes ____ No

If the above answer is yes, also answer the following before proceeding to execution of this certification:

Did Grantee expend $1,000,000 or more in federal awards (from Commerce and all other sources of federal awards combined) during its fiscal year? ____ Yes ____ No

If yes, Grantee certifies that it will timely comply with all applicable single or program-specific audit requirements of 2 CFR Part 200, Subpart F, as revised.

By signing below, I certify, on behalf of Grantee, 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

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Attachment 4

DEPARTMENT OF COMMERCE

Office of Procurement

CERTIFIED BUSINESS ENTERPRISE REPORT

(Company Name, Street Address, City & Zip Code)

Commerce Contract Number: HL244

Commerce Project Name:

Contract Amount

CBE Participation Amount: $0.00

CBE Percentage

DV Participation Amount: $0.00

DV Percentage

Contract Vendor Invoice # 0

CERTIFIED BUSINESS ENTERPRISE (CBE)

** Include consultants, sub-contractors, travel agents, etc. who provided services on this project.

Business Enterprise	Description	CBE Code	State Certified Business (Yes or No)	CBE Contract $ Amount	$ Amount paid this Invoice	Total Paid	Balance Due	Project Type (Commodities or Contractual Services)
				$ -	$ -	$ -	$ -	
				$ -	$ -	$ -	$ -	
				$ -	$ -	$ -	$ -	
				$ -	$ -	$ -	$ -	
			TOTALS	$ -	$ -	$ -	$ -	
							$ -	

** **Certified CBE:** **A** - Non-Minority **H** - African American **I** - Hispanic **J** - Asian/Hawaiian **K** - Native American **M** - Woman Owned

** **Non-Certified CBE:** **N** - African American **O** - Hispanic **P** - Asian/Hawaiian **Q** - Native American **R** - Woman Owned

SERVICE-DISABLED VETERAN (DV) BUSINESS ENTERPRISE

* Include consultants, sub-contractors, travel agents, etc. who provided services on this project.

Service-Disabled Veteran Business Enterprise	Description	DV Code	State Certified DV Business (Yes or No)	DV Contract $ Amount	$ Amount paid this Invoice	Total Paid	Balance Due	Project Type (Commodities or Contractual Services)
				$ -	$ -	$ -	$ -	
				$ -	$ -	$ -	$ -	
				$ -	$ -	$ -	$ -	
				$ -	$ -	$ -	$ -	
			TOTALS	$ -	$ -	$ -	$ -	
							$ -	

* **Certified DV:** **W** - Service-Disabled Veteran Business

* **Non-Certified DV:** **Y** - Service-Disabled Veteran Business

INCLUDE THIS FORM WITH YOUR INVOICE

Commerce Form Version 2026

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Attachment 5
Total Compensation for Executive Leadership
(Executive Order 20-44)

Entity Name:_____
Fiscal Year End (Month-Year):_ _____

Total Revenue	
Total Revenue from State Awards	
Total Revenue from Federal Awards	
Total Revenue from Other Sources	
Percentage of Total Revenue from State Awards	
Percentage of Total Revenue from Federal Awards	

Employee Name						
Title						
Salary						
Bonuses						
Cashed-In Leave						
Cash Equivalents						
Cash Equivalents Description						
Severance Pay						
Retirement Benefits						
Employer-Paid Insurance Benefits						
Deferred Compensation						
Real Property Gifts						
Real Property Gifts Description						
Other Payouts						
Other Payouts Description						
Total Compensation						
Accrued Leave and Holiday Benefits						
Percentage of Total Compensation from Federal or State Funds						

Definitions:
Executive Leadership: Anyone who is included by name or title on the form 990, part VII, or Schedule J.
Cash Equivalents: Gift cards, vouchers, tickets, or other items of monetary value.
Other Payouts: Cell phone allowances, tuition, gym memberships, car allowances, etc.
Employer-Paid Insurance Benefits: Amount of insurance paid by the employer for health, vision, life, dental, disability, etc. (does not include taxes such as FICA, reemployment, etc.).
Accrued Leave and Holiday Benefits: Value of vacation, sick, and PTO accrued during the year and holiday available to the employee.

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ATTACHMENT 6

Total Compensation Paid to Non-Profit Personnel Using State Funds

Name:	
Title:	
Agency Agreement/Contract #	
Total Contract Amount	
Contract Term:	
Invoice Number	
Invoice Period	

Line Item Budget Category	Total Amount Allocated	Total Amount Paid	Amount Paid from State Funds
Salaries			
Fringe Benefits			
Bonuses			
Accrued Paid Time Off			
Severance Payments			
Retirement Contributions			
In-Kind Payments			
Incentive Payments			
Reimbursements/Allowances			
Moving Expenses			
Transportation Costs			
Telephone Services			
Medical Services Costs			
Housing Costs			
Meals			
Amount Paid to Date			

CERTIFICATION: I certify that the amounts listed above are true and accurate and in accordance with the approved budget.

Name:	
Signature:	
Title:	
Date:	

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Attachment 7

PUR 2024: Use of Coercion for Labor or Services

Pursuant to section 787.06(14), Florida Statutes, this portion of the form **must be completed by an officer or representative of the nongovernmental entity** executing, renewing, or extending a contract with a governmental entity.

The entity named below does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Entity Name: Hardee County Board of County Commissioners

Representative/Officer's Printed Name:

Representative/Officer's Title:

Signature: Date:

PUR 2023: Provision of Commodities Produced by Forced Labor

Pursuant to section 287.1346(4)(b), Florida Statutes, this portion of the form **must be completed by a member of the company's senior management, as defined in section 287.1346, F.S.,** when the company submits a response to a solicitation for the provision of commodities and before the company enters into or renews a contract for the provision of commodities.

As defined in section 287.1346(1)(c), Florida Statutes, "Senior management" includes chief executive officers; assistant chief executive officers, including, but not limited to, assistant presidents, vice presidents, or assistant treasurers; chief financial officers; chief personnel officers; or any employee of an entity performing similar functions.

I certify that to the best of my knowledge, the commodities the entity named below is offering to the Department have not been produced, in whole or in part, by forced labor.

Entity Name: Hardee County Board of County Commissioners

Senior Management's Printed Name:

Senior Management Member's Title:

Signature: Date:

AGENDA ITEM NO. 11.C

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	November 17, 2026
SUBMITTED BY:	Brandy Crawford, Grants Management Department
ITEM TYPE:	Consent Agenda
AGENDA SECTION:	**CONSENT AGENDA**
SUBJECT:	Motion to ratify the submission and acceptance of the State of Florida Department of Commerce Grant Agreement HL344 in the amount of $4,500,000. for improvements and expansion at the Hardee County Extension Office; authorizing the County Manager or Chair to sign any necessary documents in furtherance thereof; and to expend funds as provided for in the grant application and agreement.
SUGGESTED ACTION:	

ATTACHMENTS:
HL344 Memo-Ratification.pdf
HL344_Executed.pdf

BOARD OF COUNTY COMMISSIONERS

NOEY FLORES
CHAIR, DISTRICT 2

TIM WELLS
VICE CHAIR, DISTRICT 1

DONALD CHANCEY
DISTRICT 3

RUSSELL MELENDY
DISTRICT 4

KENNY MILLER
DISTRICT 5

STACY SMITH
GRANTS MANAGER

CHRISTIAN HARDMAN
GRANTS SPECIALIST

TYRE HAGWOOD
GRANTS SPECIALIST

MIA CRAWFORD
GRANTS SPECIALIST

MAILING ADDRESS
412 West Orange Street
Suite 201
Wauchula, FL 33873

PHONE
863-773-6349

WEBSITE
hardeecountyfl.gov

To: John Eason, County Manager

From: Stacy Smith, Grants Manager

Subject: Ratification of Submitted Agreement HL344 for County Extension Office Improvements

Date: November 17, 2026

Hardee County has been awarded funding through the Florida Department of Commerce to complete improvements and expansion of the Hardee County Extension Office located at 507 Civic Center Drive in Wauchula. The project will support the accommodation of the Soil & Water Division, improve accessibility, enhance operational efficiency, and expand the facility's ability to provide agricultural, environmental, and educational services to the community. Planned improvements include building expansion, interior renovations, roof and building envelope improvements, HVAC upgrades, ADA accessibility improvements, site and parking improvements, utility and infrastructure enhancements, technology and security upgrades, and other associated construction activities.

Award Information
Agreement Number: HL344
Funding Agency: Florida Department of Commerce
Project: Hardee County Extension Office Improvements and Expansion
Award Amount: $4,500,000.00
Agreement Period: July 1, 2026 through June 30, 2028
Funding Method: Cost Reimbursement

Fiscal Impact
Acceptance of this agreement provides $4,500,000.00 in state funding to support the expansion and improvement of the Hardee County Extension Office. The agreement will be administered on a cost reimbursement basis and will assist the County in completing facility upgrades necessary to meet the growing needs of the community while maintaining continuity of extension and agricultural services.

Action Requested
Ratify the submission and execution of Grant Agreement HL344 with the Florida Department of Commerce and authorize staff to administer the grant in accordance with the agreement terms and conditions.

Docusign Envelope ID: 4720254C-4A12-85DB-8092-35C2BA4C2DF2

GRANT AGREEMENT
STATE OF FLORIDA
DEPARTMENT OF COMMERCE

THIS GRANT AGREEMENT NUMBER HL344 ("Agreement") is made and entered into by and between the State of Florida, Department of Commerce ("Commerce"), and Hardee County Board of County Commissioners, a local government ("Grantee"). Commerce and Grantee are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

WHEREAS, Commerce has the authority to enter into this Agreement and distribute State of Florida funds ("Award Funds") in the amount and manner set forth in this Agreement;

WHEREAS, Grantee hereby represents and warrants that Grantee's signatory to this Agreement has authority to bind Grantee to this Agreement as of the Effective Date and that Grantee, through its undersigned duly authorized representative in his or her official capacity, has the authority to request, accept, and expend Award Funds for Grantee's purposes in accordance with the terms and conditions of this Agreement;

NOW THEREFORE, for and in consideration of the covenants and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties intending to be legally bound hereby agree as follows:

A. AGREEMENT PERIOD

This Agreement is effective as of July 1, 2026 (the "Effective Date") and ends on June 30, 2028 (the "Expiration Date"), unless sooner terminated in accordance with the provisions of this Agreement (the "Termination Date"). The period of time between the Effective Date and the Expiration Date or Termination Date is the "Agreement Period."

B. FUNDING

1. **Payment Type**. This Agreement is a Cost Reimbursement Agreement.

2. **Payment Amount**. Commerce shall pay Grantee up to $4,500,000.00 in consideration for Grantee's performance under this Agreement.

3. **RESERVED**

4. **Travel expenses are not authorized under this Agreement**

5. **Limited Obligation to Pay**. Commerce shall not pay Grantee's costs related to this Agreement incurred outside of the Agreement Period.

6. **Contingent on Appropriation.** In conformity with s. 287.0582, F.S., the State of Florida and Commerce's performance and obligation to pay any Award Funds under this Agreement is contingent upon an annual appropriation by the Legislature. Commerce shall have final unchallengeable authority as to both the availability of funds and what constitutes an "annual appropriation" of funds.

7. **Lobbying.** Grantee shall not expend Award Funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.

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8. **Legal Expenses**. Grantee shall not expend Award Funds to pay any costs incurred in connection with any defense against any claim or appeal of the State of Florida or any agency or instrumentality thereof (including Commerce); or to pay any costs incurred in connection with the prosecution of any claim or appeal against the State of Florida or any agency or instrumentality thereof (including Commerce), which Grantee instituted or in which Grantee has joined as a claimant.

9. **Commingling of Funds**. Grantee shall either (i) maintain Award Funds in a separate bank account, or (ii) expressly designate in Grantee's business records and accounting system that the Award Funds originated from this Agreement. Grantee shall not commingle Award Funds with any other funds. Commerce may refuse to reimburse Grantee for purchases made with commingled funds.

10. **Costs in Compliance with Laws.** Grantee's costs must be in compliance with all laws, rules, and regulations applicable to expenditures of State funds, including the Reference Guide for State Expenditures (https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf).

C. ELECTRONIC FUNDS TRANSFER

Within 30 calendar days of the date the last Party has signed this Agreement, Grantee shall enroll in Electronic Funds Transfer (EFT) from the State's Chief Financial Officer. A copy of the Authorization form can be found on the vendor instruction page at: https://www.myfloridacfo.com/Division/AA/Vendors/ . Any questions should be directed to the Direct Deposit/EFT Section of the Division of Accounting and Auditing at (850) 413-5517. Once enrolled, invoice payments shall be made by EFT.

D. MODIFICATION

If, in Commerce's sole and absolute determination, changes to this Agreement are necessitated by law or otherwise, Commerce may at any time, with written notice of all such changes to Grantee, modify this Agreement within its original scope and purpose. Grantee shall be responsible for any due diligence necessary to determine the impact of the modification. Any modification of this Agreement requested by Grantee must be in writing and duly signed by all Parties in order to be enforceable.

E. AUDIT REQUIREMENTS AND COMPLIANCE

1. **Florida Single Audit Act - Section 215.97, Florida Statutes ("F.S.")**. Grantee shall comply with all applicable provisions of s. 215.97, F.S., s. 215.971, F.S., and Attachment 2 and Exhibit 1 to Attachment 2: Audit Requirements.

2. Grantee shall perform the deliverables and tasks set forth in Attachment 1, Scope of Work.

3. Grantee may only expend Award Funds for allowable costs resulting from obligations incurred during the Agreement Period.

4. **Refund**. Grantee shall refund to Commerce any: (1) balance of unobligated Award Funds which have been advanced or paid to Grantee; or (2) Award Funds paid in excess of the amount to which Grantee is entitled under the terms and conditions of this Agreement and Attachments hereto, upon expiration or termination of this Agreement.

5. **Inspector General Compliance**. Grantee understands and shall comply with the requirements of s. 20.055(5), F.S. Grantee agrees to reimburse the State for the reasonable costs of investigation the Inspector General or other authorized State official incurs for investigations of Grantee's compliance

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with the terms of this or any other agreement between the Grantee and the State which results in the suspension or debarment of Grantee. Grantee shall not be responsible for any costs of investigations that do not result in Grantee's suspension or debarment.

F. RECORDS AND INFORMATION RELEASE

1. **Records Compliance**. Commerce is subject to the provisions of chapter 119, F.S., relating to public records. Any document Grantee submits to Commerce under this Agreement may constitute public records under the Florida Statutes. Grantee shall cooperate with Commerce regarding Commerce's efforts to comply with the requirements of chapter 119, F.S. Grantee shall respond to requests to inspect or copy such records in accordance with chapter 119, F.S., for records made or received by Grantee in connection with this Agreement. Grantee shall immediately notify Commerce of the receipt and content of any records request by sending an e-mail to PRRequest@commerce.fl.gov within one (1) business day after receipt of such request. Grantee shall indemnify, defend, and hold Commerce harmless from any violation of Florida's public records laws wherein Commerce's disclosure or nondisclosure of any public record was predicated upon any act or omission of Grantee. As applicable, Grantee shall comply with s. 501.171, F.S. Commerce may terminate this Agreement if Grantee fails to comply with Florida's public records laws. Grantee shall allow public access to all records made or received by Grantee in connection with this Agreement, unless the records are exempt from s. 24(a) of Article I of the State Constitution or s. 119.07(1), F.S. Commerce may unilaterally cancel this Agreement for refusal by the Grantee to allow public access to all documents, papers, letters, or other material made or received by the Grantee in conjunction with the Agreement, unless the records are exempt from s. 24(a) of Art. I of the State Constitution and s. 119.07(1), F.S.

2. **Identification of Records**. Grantee shall clearly and conspicuously mark all records submitted to Commerce if such records are confidential and exempt from public disclosure. Grantee's failure to clearly mark each record and identify the legal basis for each exemption from the requirements of chapter 119, F.S., prior to delivery of the record to Commerce serves as Grantee's waiver of a claim of exemption. Grantee shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for as long as those records are confidential and exempt pursuant to Florida law. If Commerce's claim of exemption asserted in response to Grantee's assertion of confidentiality is challenged in any court of law, Grantee shall defend, assume, and be responsible for all fees, costs, and expenses in connection with such challenge.

3. **Keeping and Providing Records**. Commerce and the State have an absolute right to view, inspect, or make or request copies of any records arising out of or related to this Agreement. Grantee has an absolute duty to keep and maintain all records arising out of or related to this Agreement. Commerce may request copies of any records made or received in connection with this Agreement, or arising out of Grantees use of Award Funds, and Grantee shall provide Commerce with copies of any records within 10 business days after Commerce's request at no cost to Commerce. Grantee shall maintain all books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of Award Funds. For avoidance of doubt, Grantee's duties to keep and provide records to Commerce includes all records generated in connection with or as a result of this Agreement. Upon expiration or termination of this Agreement, Grantee shall transfer, at no cost, to Commerce all public records in possession of Grantee or keep and maintain public records required by Commerce to perform the service. If Grantee keeps and maintains public records upon completion of this Agreement, Grantee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Commerce, upon request from Commerce's custodian of records, in a format that is compatible with the information technology systems of Commerce.

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4. **Audit Rights.** Representatives of the State of Florida, Commerce, the State Chief Financial Officer, the State Auditor General, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the federal government and their duly authorized representatives shall have access to any of Grantee'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.

5. **Single Audit Compliance Certification.** Annually, within 60 calendar days of the close of Grantee's fiscal year, Grantee shall electronically submit a completed Audit Compliance Certification (a version of this certification is attached hereto as Attachment 3) to audit@commerce.fl.gov. Grantee's timely submittal of one completed Audit Compliance Certification for each applicable fiscal year will fulfill this requirement for all agreements between Commerce and Grantee.

6. **Ensure Compliance**. Grantee shall ensure that any entity which is paid from, or for which Grantee's expenditures will be reimbursed by, Award Funds, is aware of and will comply with the aforementioned audit and record keeping requirements.

7. **Contact Custodian of Public Records for Questions.**

IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at (850) 245-7140, via e-mail 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.

G. TERMINATION AND FORCE MAJEURE

1. **Termination due to Lack of Funds:** In the event funds to finance this Agreement become unavailable or if federal or state funds upon which this Agreement is dependent are withdrawn or redirected, Commerce may terminate this Agreement upon no less than 24 hour written notice to Grantee. Commerce will be the final authority as to the availability of funds and will not reallocate funds earmarked for this Agreement to another program thus causing "lack of funds." In the event of termination of this Agreement under this provision, Grantee will be paid for any work satisfactorily completed prior to notification of termination. The lack of funds shall not constitute Commerce's default under this Agreement.

2. **Termination for Cause:** Commerce may terminate the Agreement if Grantee fails to: (1) complete the deliverables within the time specified in the Agreement or any extension agreed to by Commerce; (2) maintain adequate progress, thus endangering performance of the Agreement; (3) honor any term of the Agreement; or (4) abide by any statutory, regulatory, or licensing requirement. Commerce may, at its sole discretion, (i) immediately terminate the Agreement, (ii) notify Grantee of the deficiency with an Agreement requirement and require that the deficiency be corrected within a specified time, otherwise the Agreement will terminate at the end of such time, or (iii) take other action deemed appropriate by Commerce. The rights and remedies of Commerce in this clause are in addition to any other rights and remedies provided by law or under the Agreement. Grantee shall not be entitled to recover any cancellation charges or lost profits.

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3. **Termination for Convenience:** Commerce, by written notice to Grantee, may terminate this Agreement in whole or in part when Commerce determines in Commerce's sole and absolute discretion that it is in Commerce's interest to do so. Grantee shall not provide any deliverable pursuant to Attachment 1: Scope of Work after it receives the notice of termination, except as Commerce otherwise specifically instructs Grantee in writing. Grantee shall not be entitled to recover any cancellation charges or lost profits.

4. **Grantee's Responsibilities Upon Termination:** If Commerce issues a Notice of Termination to Grantee, except as Commerce otherwise specifies in that Notice, Grantee shall: (1) Stop work under this Agreement on the date and to the extent specified in the notice; (2) complete performance of such part of the work Commerce does not terminate; (3) take such action as may be necessary, or as Commerce may specify, to protect and preserve any property which is in the possession of Grantee and in which Commerce has or may acquire an interest; and (4) upon the effective date of termination, Grantee shall transfer, assign, and make available to Commerce all property and materials belonging to Commerce pursuant to the terms of this Agreement and all Attachments hereto. Grantee shall not receive additional compensation for Grantee's services in connection with such transfers or assignments.

5. **Force Majeure and Notice of Delay from Force Majeure.** 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 FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, the delay will not result in any additional charge or cost under the Agreement to either Party. In the case of any delay Grantee believes is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, Grantee shall notify Commerce in writing of the delay or potential delay and describe the cause of the delay either: (1) within 10 calendar days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) within five calendar days after the date Grantee first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. THE FOREGOING SHALL CONSTITUTE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section is a condition precedent to such remedy. Commerce, in its sole discretion, will determine if the delay is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section and will notify Grantee of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against Commerce. Grantee 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 FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, after the causes have ceased to exist, Grantee 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 terminate the Agreement in whole or in part.

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H. BUSINESS WITH PUBLIC ENTITIES

Grantee is aware of and understands the provisions of s. 287.133(2)(a), F.S., and s. 287.134(2)(a), F.S. Regardless of the dollar value of the goods or services provided pursuant this Agreement, as required by s. 287.135(5), F.S., Grantee certifies that it is not listed on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, F.S., and is not engaged in a boycott of Israel. If the goods or services to be provided are $1 million or more, in accordance with the requirements of section 287.135(5), F.S. Grantee certifies that it is not listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, created pursuant to s. 215.473, F.S.; or (4) engaged in business operations in Cuba or Syria. Commerce may immediately terminate this Agreement if Grantee submits a false certification as to the above, or if Grantee is placed on the Scrutinized Companies that Boycott Israel List, engages in a boycott of Israel, is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or has engaged in business operations in Cuba or Syria. Grantee is aware of and understands the provisions of s. 287.137(2)(a), F.S., which states that a person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity, and may not transact new business with a public entity.

I. CONTINUING DISCLOSURE OF LEGAL PROCEEDINGS

Prior to execution of this Agreement, Grantee must disclose in a written statement to Commerce's Agreement Manager all prior or on-going civil or criminal litigation, investigations, arbitration or administrative proceedings (collectively "Proceedings") involving this Agreement. Thereafter, Grantee has a continuing duty to promptly disclose all Proceedings upon occurrence. This duty of disclosure applies to Grantee's or subcontractor's officers and directors when any Proceeding relates to the officer or director's business or financial activities. Details of settlements that are prevented from disclosure by the terms of the settlement may be annotated as such. If the existence of such Proceeding causes the State concern about Grantee's ability or willingness to perform the Agreement, then upon Commerce's request, Grantee shall provide to Commerce's Agreement Manager all reasonable assurances that: (i) Grantee will be able to perform the Agreement in accordance with its terms and conditions; and (ii) Grantee and/or its employees, agents, or subcontractor(s) have not and will not engage in conduct in performing services for Commerce which is similar in nature to the conduct alleged in such Proceeding.

J. ADVERTISING AND SPONSORSHIP DISCLOSURE

1. **Limitations on Advertising of Agreement.** Commerce does not endorse any Grantee, commodity, or service. Subject to chapter 119, F.S., Grantee 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 Grantee'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 entity that is not a Party to this Agreement, except potential or actual authorized distributors, dealers, resellers, or service representatives.

2. **Disclosure of Sponsorship**. As required by s. 286.25, F.S., if Grantee is a nongovernmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Grantee's name) and the State of Florida, Department of Commerce." If the sponsorship reference is in written material, the words "State of Florida, Department of Commerce" shall appear in the same size letters or type as the name of the organization.

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K. RECOUPMENT OF FUNDS

1. **Recoupment**. Notwithstanding anything in this Agreement to the contrary, Commerce has an absolute right to recoup Award Funds. Commerce may refuse to reimburse Grantee for any cost if Commerce determines that such cost was not incurred in compliance with the terms of this Agreement. Commerce may demand a return of Award Funds if Commerce terminates this Agreement. The application of financial consequences as set forth in the Scope of Work is cumulative to any of Commerce's rights to recoup Award Funds. Notwithstanding anything in this Agreement to the contrary, in no event shall the application of any financial consequences or recoupment of Award Funds exceed the amount of Award Funds, plus interest.

2. **Overpayments.** If Grantee's (a) noncompliance with this Agreement or any applicable federal, state, or local law, rule, regulation or ordinance, or (b) performance or nonperformance of any term or condition of this Agreement results in (i) an unlawful use of Award Funds; (ii) a use of Award Funds that doesn't comply with the terms of this Agreement; or (iii) a use which constitutes a receipt of Award Funds to which Grantee is not entitled (each such event an "Overpayment"), then Grantee shall return such Overpayment of Award Funds to Commerce.

3. **Discovery of Overpayments**. Grantee shall refund any Overpayment of Award Funds to Commerce within 30 days of Grantee's discovery of an Overpayment or receipt of notification from Commerce that an Overpayment has occurred. Commerce is the final authority as to what may constitute an Overpayment of Award Funds. Refunds should be sent to Commerce's Agreement Manager and made payable to the "Department of Commerce." Should repayment not be made in a timely manner, Commerce may charge interest at the lawful rate of interest on the outstanding balance beginning 30 days after the date of notification or discovery.

4. **Right of Set-Off.** Commerce and the State shall have all of its common law, equitable, and statutory rights of set-off, including, without limitation, the State's option to withhold for the purposes of set-off any moneys due to Grantee under this Agreement up to any amounts due and owing to Commerce with respect to this Agreement, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this Agreement, plus any amounts due and owing to the State for any other reason. The State shall exercise its set-off rights in accordance with normal State practices, including, in cases of set-off pursuant to an audit, the finalization of such audits by the State or its representatives.

L. INSURANCE

Unless Grantee is a state agency or subdivision as defined in s. 768.28(2), F.S., Grantee shall provide and maintain at all times during this Agreement adequate commercial general liability insurance coverage. A self-insurance program established and operating under the laws of the State of Florida may provide such coverage.

Grantee, at all times during the Agreement, at Grantee's sole expense, shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with this Agreement, which, as a minimum, shall be: workers' compensation and employer's liability insurance in accordance with chapter 440, F.S., with minimum employer's liability limits of $100,000 per accident, $100,000 per person, and $500,000 policy aggregate. Such policy shall cover all employees engaged in any Agreement work.

Grantee shall maintain insurance coverage of such types and with such terms and limits as may be reasonably associated with this Agreement, as required by law, and as otherwise necessary and prudent for the Grantee's performance of its operations in the regular course of business. The limits of coverage under each policy maintained by Grantee shall not be interpreted as limiting Grantee's liability and obligations

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under this Agreement. All insurance policies shall be through insurers licensed and authorized to write policies in Florida, and such policies shall cover all employees engaged in any Agreement work. Grantee shall maintain any other insurance required in the Scope of Work.

Commerce shall not pay for any costs of any insurance or policy deductible, and payment of any insurance costs shall be Grantee's sole responsibility. Providing and maintaining adequate insurance coverage is a material obligation of Grantee, and failure to maintain such coverage may void the Agreement, at Commerce's sole and absolute discretion, after Commerce's review of Grantee's insurance coverage when Grantee is unable to comply with Commerce's requests concerning additional appropriate and necessary insurance coverage. Upon execution of this Agreement, Grantee shall provide Commerce written verification of the existence and amount for each type of applicable insurance coverage. Within 30 calendar days of the effective date of the Agreement, Grantee shall furnish Commerce proof of applicable insurance coverage by standard ACORD form certificates of insurance. In the event that an insurer cancels any applicable coverage for any reason, Grantee shall immediately notify Commerce of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within 15 business days after the cancellation of coverage. In the event that the Grantee decides to cancel coverage, the Grantee shall notify Commerce sixty (60) calendar days before any policy is canceled or terminated. Copies of new insurance certificates must be provided to Commerce's Agreement Manager with each insurance renewal.

M. CONFIDENTIALITY AND SAFEGUARDING INFORMATION

Each Party may have access to confidential information made available by the other. The provisions of the Florida Public Records Act, Chapter 119, F.S., and other applicable state and federal laws will govern disclosure of any confidential information received by the State of Florida.

Grantee must implement procedures to ensure the appropriate protection and confidentiality of all data, files, and records involved with this Agreement. To ensure confidentiality, the Contractor shall take appropriate steps as to its employees, subcontractors, and agents.

Except as necessary to fulfill the terms of this Agreement and with the permission of Commerce, Grantee shall not divulge to third parties any confidential information obtained by Grantee or its agents, distributors, resellers, subcontractors, officers, or employees in the course of performing Agreement work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or Commerce.

Grantee shall not use or disclose any information concerning a recipient of services under this Agreement for any purpose in conformity with state and federal law or regulations, except upon written consent of the recipient or the responsible parent or guardian of the recipient when authorized by law.

When Grantee has access to Commerce's network and/or applications, in order to fulfill Grantee's obligations under this Agreement, Grantee shall abide by all applicable Commerce Information Technology Security procedures and policies. Grantee (including its employees, subcontractors, agents, or any other individuals to whom Grantee exposes confidential information obtained under this Agreement), shall not store, or allow to be stored, any confidential information on any portable storage media (*e.g.*, laptops, thumb drives, hard drives, *etc.*) or peripheral device with the capacity to hold information. Failure to strictly comply with this provision shall constitute a breach of Agreement.

Grantee shall immediately notify Commerce in writing when Grantee, its employees, agents, or representatives become aware of an inadvertent disclosure of Commerce's unsecured confidential information in violation of the terms of this Agreement. Grantee shall report to Commerce any Security Incidents of which it becomes aware, including incidents sub-contractors or agents reported to Grantee.

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For purposes of this Agreement, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of Commerce information in Grantee's possession or electronic interference with Commerce operations; provided, however, that random attempts at access shall not be considered a security incident. Grantee shall make a report to Commerce not more than seven business days after Grantee learns of such use or disclosure. Grantee's report shall identify, to the extent known: (i) the nature of the unauthorized use or disclosure, (ii) the confidential information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Grantee has done or shall do to mitigate any detrimental effect of the unauthorized use or disclosure, and (v) what corrective action Grantee has taken or shall take to prevent future similar unauthorized use or disclosure. Grantee shall provide such other information, including a written report, as Commerce's Information Security Manager requests.

In the event of a breach of security concerning confidential personal information involved with this Agreement, Grantee shall comply with s. 501.171, F.S., as applicable. When notification to affected persons is required by statute, Grantee shall provide and be responsible for all costs associated with that notification, but only after receipt of Commerce's written approval of the contents of the notice. Defined statutorily, and for purposes of this Agreement, "breach of security" or "breach" means the unauthorized access of data in electronic form containing personal data. Good faith acquisition of personal information by an employee or agent of Grantee is not a breach, provided the information is not used for a purpose unrelated to Grantee's obligations under this Agreement or is not subject to further unauthorized use.

N. PATENTS, COPYRIGHTS, ROYALTIES, AND RIGHT TO DATA

1. All legal title and every right, interest, claim or demand of any kind, in and to any patent, trademark or copyright, or application for the same, or any other intellectual property right to, the work developed or produced under or in connection with this Agreement, is the exclusive property of Commerce to be granted to and vested in the Florida Department of State for the use and benefit of the state; and no person, firm or corporation shall be entitled to use the same without the written consent of the Florida Department of State. Any contribution by Grantee or its employees, agents or contractors to the creation of such works shall be considered works made for hire by Grantee for Commerce and, upon creation, shall be owned exclusively by Commerce. To the extent that any such works may not be considered works made for hire for Commerce under applicable law, Grantee agrees, upon creation of such works, to automatically assign to Commerce ownership, including copyright interests and any other intellectual property rights therein, without the necessity of any further consideration.

2. If any discovery or invention arises or is developed in the course or as a result of work or services performed with funds from this Agreement, Grantee shall refer the discovery or invention to Commerce who will refer it to the Department of State to determine whether patent protection will be sought in the name of the State of Florida.

3. Where activities supported by this Agreement produce original writings, sound recordings, pictorial reproductions, drawings, or other graphic representations and works of any similar nature Commerce has the right to use, duplicate, and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to allow others acting on behalf of Commerce to do so. Grantee shall give Commerce written notice when any books, manuals, films, websites, web elements, electronic information, or other copyrightable materials are produced.

4. Notwithstanding any other provisions herein, in accordance with s. 1004.23, F.S., a State University is authorized in its own name to perform all things necessary to secure letters of patent, copyrights, and trademarks on any works it produces. Within 30 calendar days of same, the president of a State University shall report to the Department of State any such university's action taken to secure or exploit such trademarks, copyrights, or patents in accordance with s. 1004.23(6), F.S.

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O. INFORMATION TECHNOLOGY RESOURCE

Grantee shall obtain prior written approval from the appropriate Commerce authority before purchasing any Information Technology Resource (ITR) or conducting any activity that will impact Commerce's electronic information technology equipment or software, in any way. ITR includes computer hardware, software, networks, devices, connections, applications, and data. Grantee shall contact the Commerce Agreement Manager listed herein in writing for the contact information of the appropriate Commerce authority for any such ITR purchase approval.

P. NONEXPENDABLE PROPERTY

1. For the requirements of this Nonexpendable Property section of the Agreement, "nonexpendable property" is the same as "property" as defined in s. 273.02, F.S., (equipment, fixtures, and other tangible personal property of a nonconsumable and nonexpendable nature).

2. All nonexpendable property, purchased under this Agreement, shall be listed on the property records of Grantee. Grantee shall inventory annually and maintain accounting records for all nonexpendable property purchased and submit an inventory report to Commerce with the final expenditure report. The records shall include, at a minimum, the following information: name of custodian or custodian's delegate with assigned responsibility for the item, property tag identification number, description of the item(s), physical location, name, make or manufacturer, year, and/or model, manufacturer's serial number(s), date of acquisition, if an automobile, the vehicle identification number (VIN) and title certificate number, cost or value at the date of acquisition for the item or the identified component parts thereof, and the current condition of the item.

3. At no time shall Grantee dispose of nonexpendable property purchased under this Agreement without the written permission of and in accordance with instructions from Commerce.

4. Immediately upon discovery, Grantee shall notify Commerce, in writing, of any property loss with the date and reason(s) for the loss.

5. Grantee shall be responsible for the correct use of all nonexpendable property Grantee purchases or Commerce furnishes under this Agreement.

6. A formal Agreement amendment is required prior to the purchase of any item of nonexpendable property not specifically listed in Attachment 1: Scope of Work.

7. Upon the Expiration Date of this Agreement, Grantee is authorized to retain ownership of any nonexpendable property purchased under this Agreement; however, Grantee hereby grants to Commerce a right of first refusal in all such property prior to disposition of any such property during its depreciable life, in accordance with the depreciation schedule in use by Grantee. Grantee shall provide written notice of any such planned disposition and await Commerce's response prior to disposing of the property. "Disposition" as used herein, shall include, but is not limited to, Grantee no longer using the nonexpendable property for the uses authorized herein, the sale, exchange, transfer, trade-in, or disposal of any such nonexpendable property. Commerce, in its sole discretion, may require Grantee to refund to Commerce the fair market value of the nonexpendable property at the time of disposition rather than taking possession of the nonexpendable property.

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Q. REQUIREMENTS APPLICABLE TO THE PURCHASE OF OR IMPROVEMENTS TO REAL PROPERTY

In accordance with s. 287.05805, F.S., if funding provided under this Agreement is used for the purchase of or improvements to real property, Grantee shall grant Commerce a security interest in the property in the amount of the funding provided by this Agreement for the purchase of or improvements to the real property for five years from the date of purchase or the completion of the improvements or as further required by law.

Upon the Expiration Date of the Agreement, Grantee shall be authorized to retain ownership of the improvements to real property set forth in this Agreement in accordance with the following: Grantee is authorized to retain ownership of the improvements to real property so long as: (1) Grantee is not sold, merged or acquired; (2) the real property subject to the improvements is owned by Grantee; and (3) the real property subject to the improvements is used for the purposes provided in this Agreement. If within five years of the termination of this Agreement, Grantee is unable to satisfy the requirements stated in the immediately preceding sentence, Grantee shall notify Commerce in writing of the circumstances that will result in the deficiency upon learning of it, but no later than 30 calendar days prior to the deficiency occurring. In such event, Commerce shall have the right, within its sole discretion, to demand reimbursement of part or all of the funding provided to Grantee under this Agreement.

R. CONSTRUCTION AND INTERPRETATION

1. The title, section, and paragraph headings in this Agreement are for convenience of reference only and shall not govern or affect the interpretation of any of the terms or provisions of this Agreement.

2. The term "Agreement" means this Agreement together with all attachments and exhibits hereto, as the same may from time to time be amended, modified, supplemented, or restated in accordance with the terms hereof.

3. The use in this Agreement of the term "including" and other words of similar import mean "including, without limitation" and where specific language is used to clarify by example a general statement contained herein, such specific language shall not be deemed to modify, limit, or restrict in any manner the construction of the general statement to which it relates. The word "or" is not exclusive and the words "herein," "hereof," "hereunder," and other words of similar import refer to this Agreement, including any Exhibits and Attachments, and not to any particular section, subsection, paragraph, subparagraph, or clause contained in this Agreement. As appropriate, the use herein of terms importing the singular shall also include the plural, and vice versa.

4. The reference to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof and the reference to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder.

5. All references to "$" shall mean the United States Dollar.

6. The term "Grantee" includes any person or entity which has been duly authorized to and has the actual authority to act or perform on Grantee's behalf. The term "Commerce" includes the State of Florida and any successor office, department, or agency of Commerce, and any person or entity which has been duly authorized to and has the actual authority to act or perform on Commerce's behalf.

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7. The recitals of this Agreement are incorporated herein by reference and shall apply to the terms and provisions of this Agreement and the Parties.

8. Time is of the essence with respect to the performance of all obligations under this Agreement.

9. Each Party has read and understands this Agreement.

10. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

S. CONFLICT OF INTEREST

This Agreement is subject to chapter 112, F.S. Grantee shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. Grantee shall also disclose the name of any State employee who owns, directly or indirectly, more than a 5% interest in Grantee or its affiliates.

T. GRANTEE AS INDEPENDENT CONTRACTOR

Grantee is at all times acting and performing as an independent contractor. Commerce has no ability to exercise any control or direction over the methods by which Grantee may perform its work and functions, except as provided herein. Nothing in this Agreement may be understood to constitute a partnership or joint venture between the Parties.

U. EMPLOYMENT ELIGIBILITY VERIFICATION – E-VERIFY

1. 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/.

2. In accordance with section 448.095, F.S., the State of Florida expressly requires the following:

    a) 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.
    b) 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.

3. 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.

4. In accordance with s. 448.095(2)(c), F.S., if Commerce has a good faith belief that Grantee has knowingly violated s. 448.09(1), F.S., Commerce shall immediately terminate this Agreement. If Commerce has a good faith belief that a subcontractor knowingly violated the law, but Grantee otherwise complied, Commerce shall promptly notify Grantee and Grantee shall immediately terminate the contract with the subcontractor. A contract terminated under this provision is not a breach of contract and may not be considered as such.

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V. NOTIFICATION OF INSTANCES OF FRAUD

Upon discovery, Grantee shall report all known or suspected instances of Grantee, or Grantee's agents, contractors or employees, operational fraud or criminal activities to Commerce's Agreement Manager in writing within 24 chronological hours.

W. NON-DISCRIMINATION

Grantee shall not discriminate unlawfully against any individual employed in the performance of this Agreement because of race, religion, color, sex, physical handicap unrelated to such person's ability to engage in this work, national origin, ancestry, or age. Grantee shall provide a harassment-free workplace, with any allegation of harassment to be given priority attention and action.

X. ASSIGNMENTS

Grantee shall not assign, subcontract, or otherwise transfer its rights, duties, or obligations under this Agreement, by operation of law or otherwise, without the prior written consent of Commerce, which consent may be withheld in Commerce's sole and absolute discretion. Commerce is at all times entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental entity in the State of Florida. Any attempted assignment of this Agreement or any of the rights hereunder by Grantee in violation of this provision shall be void *ab initio*. If Grantee is authorized to utilize subcontractors, Grantee shall comply with the prompt payment requirements of s. 287.0585, F.S., and shall pay subcontractors and suppliers within seven (7) working days after receipt of full or partial payment from Commerce. Grantee shall be solely responsible for any penalties assessed for late payments.

Y. CONTRACT FORMATION AND ADMINISTRATION

1. **Entire Agreement**. This Agreement, and the attachments and exhibits hereto, embodies the entire agreement of the Parties with respect to the subject matter hereof. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement; and this Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties.

2. **Severability**. If a court of competent jurisdiction voids or holds unenforceable any provision of this Agreement, then that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions shall remain in full force and effect.

3. **Execution in Counterparts**. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

4. **Internal Inconsistences.** If any inconsistencies or conflict between the language of this Agreement and its Attachments arise, then the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

Z. WAIVER; REMEDIES CUMULATIVE

1. **Waiver.** No waiver by Commerce of any provision herein shall be effective unless explicitly set forth in writing and signed by Commerce. No waiver by Commerce may be construed as a waiver of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure by Commerce to exercise, or delay in exercising, any right, remedy, power or privilege under this Agreement may be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or

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privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

2. **Remedies Cumulative**. No remedy herein conferred upon or reserved to either party is intended to be exclusive of any other remedy or remedies, and each and every such remedy will be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law or in equity.

AA. DISPUTES AND LIABILITIES

1. **Governing Law.** The laws of the State of Florida shall govern the construction, enforcement, and interpretation of this Agreement, regardless of and without reference to whether any applicable conflicts of laws principles may point to the application of the laws of another jurisdiction.

2. **Jurisdiction and Venue.** The Parties expressly consent to exclusive jurisdiction and venue in any state court located in Leon County, Florida, and waive any defense of forum non conveniens, lack of personal jurisdiction, or like defense.

3. **WAIVER OF JURY TRIAL**. IN ANY LEGAL OR EQUITABLE ACTION BETWEEN THE PARTIES, THE PARTIES HEREBY EXPRESSLY WAIVE TRIAL BY JURY TO THE FULLEST EXTENT PERMITTED BY LAW.

4. **Attorneys' Fees and Expenses.** Except as set forth otherwise herein, each of the Parties shall pay its own attorneys' fees and costs in connection with the execution and delivery of this Agreement and the transactions contemplated hereby.

5. **Dispute Resolution.** Should any disputes arise concerning the Agreement, the Parties shall act immediately to resolve any such disputes. Time is of the essence in the resolution.

    a) Dispute Resolution Process. Unless otherwise stated herein, the Parties shall resolve disputes using the dispute resolution process stated in these paragraphs.

        i. Contract Manager Review. The Parties shall resolve disputes through the submission of their dispute to Commerce's Agreement Manager, who shall reduce a decision to writing and furnish a copy to each party within ten (10) Business Days from the date that Commerce's Agreement Manager receives the dispute. The Commerce's Agreement Manager's decision shall be final unless a party provides the other party with written notice of the party's disagreement with the decision within ten (10) Business Days from the date of the Commerce's Agreement Manager's decision. If a party disagrees with Commerce's Agreement Manager's decision, the party may proceed to subsection (b) below.

        ii. Meeting between the Principals. If either party disagrees with Commerce's Agreement Manager's decision, such disagreeing party shall notify the other party of the disagreement within ten (10) Business Days. The Parties shall then schedule a meeting between each party's principal (for Commerce, Commerce's head or designee; for Grantee, the Chief Executive Officer or designee) on a mutually agreed upon date, no later than ten (10) Business Days after the provision of the notice. The principals shall attempt to mutually resolve the disagreement at such meeting. If the meeting between the principals fails to resolve the disagreement, the Parties shall proceed to subsection (c) below.

        iii. Mediation. Prior to initiating any litigation, the Parties, upon mutual agreement, may mediate such dispute. If such mediation is not completed within 100 calendar days from receipt of the Commerce's Agreement Manager's decision, then either party may commence litigation.

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If the dispute is not resolved through the full process in subsections (i) - (iii) above (or (i) – (ii), if mediation is not agreed to), either party may pursue any available legal or equitable remedies.

b) Grantee's Obligation to Perform While Disputes are Pending. Grantee shall proceed diligently with performance under the Agreement pending the final resolution of any dispute or request for relief, claim, appeal, or action arising under the Agreement and shall comply with directions to perform from the Commerce. Should Grantee not perform while a dispute is pending, including by not performing disputed work, such nonperformance by Grantee may be deemed to be an unexcused breach of the Agreement which is separate and apart from any other dispute.

BB. Indemnification. If Grantee is a state agency or subdivision, as defined in s. 768.28(2), F.S., pursuant to s. 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability for the other Party for the other Party's negligence. However, the below provisions will apply to Grantee's subcontractor's who will need to comply with these conditions.

a) For any and all third-party claims, actions, demands, liabilities, and expenses of any kind which are caused by, related to, growing out of or happening in connection with the Agreement (including any determination arising out of or related to the Agreement that the Grantee or its employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to Commerce or the State). Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and Commerce (including each of their current and former officers, agents, and employees) for any and all loss, damage, injury, costs, reasonable expenses, or other casualty to person or property, including attorneys' fees. Without limiting this indemnification requirement, Commerce may provide Grantee (i) written notice of any action or threatened action, (ii) the opportunity to take over and settle or defend any such action at the Grantee's sole expense, and (iii) assistance in defending the action at the Grantee's sole expense. Provided, however, that Grantee shall not indemnify, defend, and hold harmless the State and Commerce, and their officers, agents, and employees for that portion of any loss or damages the negligent act or omission of Commerce or the State exclusively caused. Nothing herein is intended to act as a waiver of Commerce's or the State's sovereign immunity or to be deemed consent by Commerce or the State or its subdivisions to suit by third parties.

b) Further, Grantee shall fully indemnify, defend, and hold harmless the State and Commerce from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right; provided, however, that the foregoing obligation shall not apply to Commerce's misuse or modification of Grantee's products or Commerce operation or use of Grantee's products in a manner not contemplated by this Agreement. If any product is the subject of an infringement suit, or in Grantee's opinion is likely to become the subject of such a suit, Grantee may, at Grantee's sole expense, procure for Commerce the right to continue using the product or to modify it to become non-infringing. If Grantee is not reasonably able to modify or otherwise secure for Commerce the right to continue using the product, Grantee shall remove the product and refund Commerce the amounts paid in excess of a reasonable fee, as determined by Commerce in its sole and absolute discretion, for past use. Commerce shall not be liable for any royalties.

c) Grantee's obligations under the two immediately preceding paragraphs above, with respect to any legal action are contingent upon the State or Commerce giving Grantee (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense, and (3) assistance in defending the action at Grantee's sole expense.

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Grantee shall not be liable for any cost, expense, or compromise incurred or made by the State or Commerce in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

d) The State and Commerce may, in addition to other remedies available to them at law or equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of Grantee or its affiliates to the State against any payments due Grantee under any Agreement with the State.

CC. CONTACT INFORMATION FOR GRANTEE AND COMMERCE CONTACTS

Grantee's Payee:	**Grantee's Agreement Manager**:
Hardee County Board of County Commissioners	Courtney Barringer
412 West Orange Street, Room: 204	412 West Orange Street, Room 201
Wauchula, FL 33873	Wauchula, FL 33873
(863) 773-3199	(863) 773-6349
	courtney.barringer@hardeecountyfl.gov

Commerce's Agreement Manager:

Beth Frost
107 East Madison Street
Tallahassee, FL 32399
(850) 245-7474
beth.frost@commerce.fl.gov

DD. NOTICES

The Parties' respective contact information is set forth in the immediately preceding paragraph and may be subject to change at the Parties' discretion. If the contact information changes, the Party making such change will notify the other Party in writing. Where the term "written notice" is used to specify a notice requirement herein, said notice shall be deemed to have been given (i) when personally delivered; (ii) when transmitted via email or registered mail; (iii) the next business day following the day on which the same has been delivered prepaid to a recognized overnight delivery service; or (iv) the third business day following the day on which the same is sent by certified or registered mail, postage prepaid, with return receipt.

EE. 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, Grantee 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, Florida Administrative Code (F.A.C.).

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FF. FOREIGN INFLUENCE

In accordance with section 286.101, F.S., if this Contract has a value of $100,000 or more, Grantee 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. Grantee represents that it is, and for the duration of this Agreement will remain, in compliance with section 286.101, F.S.

GG. HUMAN TRAFFICKING AND FORCED LABOR

If applicable and in accordance with section 287.1346(4)(b), F.S. and 787.06, F.S., when an agreement 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 or that commodities offered to Commerce have not been produced, in whole or in part, by forced labor as defined in statute.

If applicable, Grantee must provide Commerce with an affidavit signed by an officer or a representative of Grantee on Forms PUR 2023, "Provision of Commodities Produced by Forced Labor" and PUR 2024, "Use of Coercion for Labor or Services Attestation Form," which are incorporated herein by reference under penalty of perjury (Attachment 7) attesting that the Grantee does not use coercion for labor or services or that commodities offered to Commerce have not been produced, in whole or in part, by forced labor as defined in statute. Commerce may terminate this Agreement at its sole option if Grantee is placed on the forced labor vendor list pursuant to s. 287.1346, F.S.

HH. SYSTEMATIC ALIEN VERIFICATION FOR ENTITLEMENTS (SAVE):

Pursuant to State of Florida Executive Order Number 21-223, Grantee shall utilize the U.S. Citizenship and Immigration Services' Systematic Alien Verification for Entitlements program (known as "SAVE"), or any successor or similar applicable verification program, to confirm the eligibility of beneficiaries before providing any funds, resources, benefits, or any other thing of value during the Agreement term. Further, Grantee shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to the Agreement utilize SAVE, or any successor or similar applicable verification program, to confirm the eligibility of beneficiaries before providing any funds, resources, benefits, or any other thing of value during the Agreement term.

II. ATTACHMENTS

This Agreement contains the following attachments:

- Attachment 1: Scope of Work
- Attachment 2 and Exhibit 1 to Attachment 2: Audit Requirements
- Attachment 3: Audit Compliance Certification
- Attachment 4: Certified Business Enterprise Report
- Attachment 5: Total Compensation for Executive Leadership
- Attachment 6: Total Compensation Paid to Non-Profit Personnel Using State Funds
- Attachment 7: PUR 2024: Use of Coercion for Labor or Services and PUR 2023: Provision of Commodities Produced by Forced Labor

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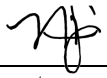
IN WITNESS THEREOF, and in consideration of the mutual covenants set forth above and in all Attachments hereto, the Parties, through their duly authorized representatives, sign this Agreement and represent and warrant that they understand the Agreement and Attachments' terms and conditions as of the Effective Date.

FLORIDA DEPARTMENT OF COMMERCE		**HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS**	
By	Adam Callaway Signature	**By**	 Signature
	Adam Callaway		**Noey Flores**
Title	Chief of Staff	**Title**	**Chairman**
Date	10/23/2026	**Date**	10/20/2026

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: Danielle Myrka

Approved Date: 10/22/2026

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ATTACHMENT 1
SCOPE OF WORK

A. PROJECT DESCRIPTION: The 2026-2027 General Appropriations Act, Chapter 2026-232, Laws of Florida, line-item 2395A, appropriated $4,500,000.00 to the Hardee County Board of County Commissioners ("Grantee") for improvements to the Hardee County Extension Office located at 507 Civic Center Dr, Wauchula, Florida 33873. The improvements will be designed to accommodate the Soil & Water Division, improve accessibility, and meet the growing needs of the community. Additionally, improvements will provide a safe, functional, and accessible work environment, enhance operational efficiency, and ensure the facility can deliver agricultural, environmental, and educational services effectively.

B. GRANTEE RESPONSIBILITIES:

1. Grantee shall complete the planning, design, engineering, permitting, renovation, building expansion, site and parking improvements, construction, installation, inspection, testing, commissioning, project management, grant administration, and related activities necessary to expand and improve the Hardee County Extension Office. These improvements shall include the following:

a. Building Expansion and Interior Improvements: Construction of a building addition and renovation or modification of existing interior spaces to support County Extension and Soil & Water Division operations. Improvements may include offices, administrative workstations, reception and public-service areas, meeting and training spaces, storage, employee support areas, restrooms, interior partitions, doors, ceilings, flooring, cabinetry, casework, finishes, and other improvements necessary to integrate the addition with the existing facility and support facility operations.

b. Roof and Building Envelope Improvements: Replacement, repair, modification, or improvement of roofing and building-envelope components, including roofing systems, insulation, flashing, waterproofing, drainage, roof penetrations, exterior walls, windows, exterior doors, sealants, weatherproofing, and other work necessary to provide a complete and weather-resistant facility.

c. HVAC and Mechanical Improvements: Replacement, installation, modification, or improvement of HVAC and related mechanical systems, including equipment, ventilation, ductwork, controls, connections, and supporting infrastructure necessary to provide reliable and energy-efficient facility operations.

d. Accessibility and ADA Improvements: Accessible entrances and routes, ADA-compliant parking and access aisles, sidewalks, ramps, doors and hardware, restrooms, interior circulation, service areas, signage, and other improvements necessary to comply with applicable accessibility requirements.

e. Site, Parking, and Infrastructure Improvements: Site clearing, grading, preparation, stabilization, drainage, stormwater management, water, wastewater, electrical, communications, and other utilities; parking lot construction, expansion, reconstruction, resurfacing, or other parking improvements; ADA-accessible parking; vehicular circulation and driveways; sidewalks and accessible routes; exterior lighting; landscaping and irrigation; signage; and other site and infrastructure improvements necessary to support the expanded facility.

f. Building Systems and Code Compliance: Electrical distribution and lighting, plumbing, fire alarm and suppression, life-safety systems, emergency lighting, emergency or backup power where appropriate, data and telecommunications, audiovisual systems, security and access control, signage, energy-efficiency and building-control systems, and other systems necessary for safe and efficient facility operations.

g. Technology, Communications, Security, and Equipment: Data and telecommunications infrastructure, wireless network infrastructure, audiovisual and presentation systems, security

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cameras, access-control systems, alarms, emergency communications, furnishings, fixtures, equipment, cabinetry, storage systems, technology equipment, signage, and other items necessary to place the facility into service.

2. **Tasks shall include, but are not limited to:**
   a. **Design and Preconstruction Activities:** Tasks may include architectural, engineering, surveying, geotechnical, testing, and other professional services; existing-condition and building-system assessments; site and utility evaluations; space programming and operational planning; preparation of plans and specifications; cost estimating and value engineering; permitting and regulatory coordination; procurement and bidding assistance; and coordination with County departments, facility users, utility providers, regulatory agencies, and other affected entities.
   b. **Project Management and Grant Administration:** Tasks may include project coordination and administration; schedule and budget management; contract administration; procurement and solicitation administration; construction administration and observation; coordination with consultants, contractors, County departments, facility users, and other project stakeholders; grant compliance and administration; financial tracking and reimbursement coordination; required reporting and documentation; maintenance of project and grant records; and project and grant closeout.
   c. **Construction and Project Closeout:** Construction activities shall include all labor, materials, equipment, supervision, temporary facilities, contractor and subcontractor services, demolition as necessary, renovation, building expansion, site and parking improvements, utilities, building systems, furnishings, fixtures, equipment, testing, inspections, commissioning, correction of deficiencies, final cleaning and restoration, equipment and system startup, warranties, operations and maintenance documentation, record and as-built documentation, applicable occupancy approvals, and other work necessary to provide a complete and operational facility.
   d. **Documentation:** Grantee shall provide Commerce's Agreement Manager with applicable documentation necessary to demonstrate completion of project activities and support reimbursement requests, including, as applicable:

      1) Preliminary designs
      2) Final design plans and specifications
      3) Permits
      4) Procurement documentation,
      5) Executed contracts and subcontracts,
      6) Construction documentation,
      7) Inspection and testing records,
      8) Contractor payment documentation, and
      9) Project closeout documentation.

   e. **Costs Eligible for Reimbursement:** Costs eligible for reimbursement include, but are not limited to, planning, design, architectural and engineering services, surveying, geotechnical and testing services, permitting and regulatory coordination, procurement and solicitation, project management and administration, grant administration, construction administration and observation, demolition as necessary, renovation, building expansion, construction, site and parking improvements, utilities and infrastructure, roof and building-envelope improvements, HVAC and mechanical systems, accessibility improvements, building systems, technology and communications infrastructure, security improvements, furnishings, fixtures, equipment, contractor and subcontractor services, testing, inspection, commissioning, project closeout, and other eligible costs necessary to complete the project.
   f. **Grant-Funded Project Intent:** Grant funds will be used only for eligible costs associated with the planning, design, engineering, permitting, renovation, building expansion, site and parking improvements, project management and administration, grant administration, construction,

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installation, building and utility systems, furnishings, fixtures, equipment, inspection, testing, commissioning, project closeout, and other approved activities necessary to expand, improve, and place the Hardee County Extension Office into service.

C. **COMMERCE'S RESPONSIBILITIES:** Commerce shall monitor progress, review reports, conduct site visits, as Commerce determines necessary, at Commerce's sole and absolute discretion, and process payments to Grantee.

D. **DELIVERABLES:** Grantee agrees to provide the following services as specified:

Deliverable Number	Tasks	Minimum Level of Service	Financial Consequences	Amount
1	Complete tasks in accordance with Section B of this Scope of Work.	Grantee may request reimbursement upon completion of a minimum of one (1) task in accordance with Sections B.2.a., B.2.b. and B.2.d. of this Scope of Work. Completion shall be documented by submission of any of the following, as appropriate: a. Copy of preliminary designs b. Copies of all approved permits c. Procurement documentation d. Final designs and specifications e. Construction documents f. Inspection and testing records Grantee may request reimbursement upon completion of ten percent (10%) of construction in accordance with Sections B.1 and B.2.c. of this Scope of Work. Thereafter, reimbursement may be requested upon completion of construction in the following increments: 20%, 30%, 40%, 50%,	Failure to meet the Minimum Level of Service shall result in non-payment.	$4,500,000.00

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		60%, 70%, 80%, 90%, and 100%. Completion shall be documented by submission of AIA Forms G702 and G703, or their substantive equivalents, certifying that the project, or a quantifiable portion of the project, is complete.		
TOTAL AMOUNT NOT TO EXCEED: $4,500,000.00				

ACCEPTANCE OF DELIVERABLES

Acceptance Process. All deliverables must be received and accepted in writing by Commerce's Agreement Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time, at Grantee's expense.

E. REPORTING:

1. Quarterly: Grantee shall provide a quarterly report listing all progress relating to the Deliverables in Section D. Quarterly reports are due to Commerce within 30 calendar days after the end of each quarter, until submission of the final invoice package. The ending dates for each quarter of the program year are September 30, December 31, March 31, and June 30. The quarterly report shall include a summary of project progress, indicating percentage of completion of each Deliverable, and all additional reports which are required pursuant to this Agreement, including but not limited to, reports documenting the positive return on investment to the State that results from Grantee's project and its use of Award Funds. The summary shall also include any issues or events occurring which affect the ability of the Grantee to meet the terms of this Agreement. Grantee shall submit quarterly reports that are in the form of the quarterly report template which will be provided to Grantee upon execution of this Agreement. **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 properly completed or otherwise allowable by law.**
2. Certified Business Enterprise Report: Grantee shall provide a Certified Business Enterprise Report (Attachment 4) with each invoice summarizing the participation of certified and non-certified business and service-disabled veteran subcontractors and material suppliers for that period and the project to date. Grantee shall include the names, addresses, and dollar amount of each certified and non-certified Business Enterprise and Service-Disabled Veteran Enterprise participant. Commerce's Supplier Development Coordinator can be reached at (850) 245-7455 to answer concerns and questions.
3. Close-out Report: No later than 60 calendar days after the Agreement ends or is terminated, Grantee shall provide copies of all paid invoices to document completed work.
4. Total Compensation for Executive Leadership Annual Report, if applicable: The Grantee shall submit a Total Compensation for Executive Leadership Annual Report (Attachment 5) within **90 calendar days** of the close of Grantee's fiscal year. Total compensation includes salary, bonuses, cash-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real property gifts, and any other payout information for the Grantee's executive leadership team(s). Information must be completed in the Subrecipient Enterprise Resource Application (SERA).

   All compensation reports must:
   - Indicate what percentage of the reported compensation comes directly from State, Federal, and Other awards.

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- Include the percentage allocation of State and/or Federal funds relative to the Grantee's total budget.
- Provide a detailed percentage breakout between State and Federal funding sources.

Grantee's IRS Form 990 must be submitted to Commerce no later than **March 31st**. If the Grantee has requested and received a submittal extension for their IRS Form 990 or if the scheduled submittal date falls after March 31st, Grantee must submit and report compensation data using the **prior fiscal year's Form 990**.

The Grantee must inform Commerce of any changes in total executive compensation between annual reports within **60 calendar days** of the change.

F. INVOICE SUBMITTAL AND PAYMENT SCHEDULE: Commerce shall pay Grantee in accordance with the following schedule in the amount identified per deliverable in Section D above. The deliverable amount specified does not establish the value of the deliverable. In accordance with the requirements of s. 215.971(1), F.S., and the **Audit Requirements and Compliance** section of this Agreement, Grantee and its subcontractors may only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period.

1. Grantee shall provide one invoice per month for all services rendered during the applicable period. Grantee shall submit invoices as set forth below to be eligible to receive and retain payment for the performance of duties and completion of deliverables set forth above. Grantee shall submit all documentation necessary to support Grantee's expenditures. Commerce may request any information from Grantee that Commerce deems necessary to verify that Grantee has performed the services for which payment is requested. Grantee's submission of each invoice package is Grantee's certification that it has performed the services and incurred the costs in compliance with all applicable laws and the terms of this Agreement. Grantee will provide invoices in accordance with the requirements of the Reference Guide for State Expenditures available at: https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337_2.
2. Invoices must contain Grantee's name, address, federal employer identification number or other applicable Grantee identification number, the Agreement number, the invoice number, and the invoice period. Grantee shall submit the following documents with the itemized invoice: Revise list below as applicable and include any additional documentation requirements.
   a) Invoices and bills for fees or other compensation for services or expenses must be legible and submitted in detail sufficient for a proper preaudit and postaudit thereof. Invoices for commodities must clearly reflect a description of the item or items, number of units, and cost per unit. Invoices for services must clearly identify the specific deliverable(s) that were completed.
   b) A cover letter signed by Grantee'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 D, 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 the Agreement period;
   c) Grantee's invoices shall include the date, period in which work was performed, amount of reimbursement, and work completed to date;
   d) A certification by a licensed engineer using AIA forms G702 and G703, or their substantive equivalents, certifying that the project, or a quantifiable portion of the project, is complete;
   e) Before and after photographs of the completed work;
   f) For costs related to employee salaries, the following documentation shall be required:
      2) Identification of each employee who performed tasks under this Agreement;
      3) Percentage of each employee's time devoted to tasks under this Agreement, or number of total

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hours each employee devoted to tasks under this Agreement. If employee is paid hourly, a document reflecting the hours worked times the rate of pay is acceptable; and

4) Payroll register or similar documentation that shows the employee's gross salary, fringe benefits, other deductions, and net pay.

g) Travel documentation with a completed State of Florida Travel Reimbursement Form;
h) A copy of all supporting documentation for vendor payments;
i) A copy of the Total Compensation Paid to Non-Profit Personnel Using State Funds Form, if applicable (Attachment 6);
j) A copy of the cancelled check(s) specific to the project and a copy of the bank statement that includes the cancelled check, or similar evidence of expenditure (e.g., wire transfers, credit card receipts and evidence of payment, etc.).

3. Grantee's invoice and all documentation necessary to support payment requests must be submitted into Commerce's Subrecipient Enterprise Resource Application (SERA). Grantee shall submit invoices that are in the form of the invoice template which will be provided to Grantee upon execution of this Agreement.
4. If the Grantee is a county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2), 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 Grantee may elect in writing to exercise this provision.
   a) 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
   b) A county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 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 Grantee meets the criteria set forth in this paragraph, then the Grantee is deemed to have demonstrated a financial hardship.
5. Grantee shall submit its final invoice for payment to Commerce no later than 60 days after this Agreement ends and Commerce may, at Commerce's sole and absolute discretion, refuse to honor any requests for payment submitted after this deadline.

G. RETURN ON INVESTMENT: Grantee is required to provide, on or before October 31, 2026, an initial report identifying actual returns on investment by fiscal year for state funding previously received (if applicable), as well as projected positive returns the state will receive by providing Grantee funding through this Agreement.

1. Beginning at the end of the first full quarter following execution of this Agreement, Grantee shall provide quarterly update reports directly to Commerce's Agreement Manager documenting the positive return on investment to the state that results from the Grantee's project and its use of monies provided under this Agreement.
2. Quarterly update reports shall be provided to Commerce's Agreement Manager within 30 calendar days after the end of each quarter thereafter until Grantee is instructed that no further reports are needed.

H. RESERVED.

I. FINANCIAL CONSEQUENCES FOR FAILURE TO TIMELY AND SATISFACTORILY PERFORM:

1. Failure to complete all deliverables in accordance with the requirements of this Agreement, and most particularly the deliverables specified above in Section D, Deliverables, will result in Commerce's

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assessment of the specified financial consequences. This provision for financial consequences shall in no manner affect Commerce's right to terminate the Agreement as provided elsewhere in the Agreement.

2. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe or fails to timely complete deliverables as set forth in this Agreement, the Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies or delays in the CAP.

- End of Attachment 1 (Scope of Work) -

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Attachment 2
AUDIT REQUIREMENTS

The administration of resources awarded by Commerce to the Grantee may be subject to audits and/or monitoring by Commerce as described in this Attachment 2.

MONITORING. In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (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, the recipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by Commerce. In the event the Commerce determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by Commerce staff to the recipient regarding such audit. The recipient 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 the recipient is a state or local government, or a nonprofit organization as defined in 2 CFR §200.1.

1. A recipient 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, the recipient 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 recipient 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, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.
3. A recipient 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 the recipient 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 recipient resources obtained from other than federal entities).

PART II: STATE FUNDED. This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient 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, the recipient 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.

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2. For the audit requirements addressed in Part II, paragraph 1, the recipient 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 the recipient 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 the recipient 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 the recipient'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), Florida Statutes, State agencies may conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state awarding agency inspector general, the Auditor General, or any other state official. 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 the recipient 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 the recipient 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.

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

Electronic copies (preferred):	or	Paper (hard copy):
Audit@commerce.fl.gov		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 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. Recipients, 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 the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION. The recipient 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 five (5) 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. The recipient shall ensure that audit working papers are made available to Commerce, or its designee, CFO, or Auditor General upon request for a period of five (5) 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 2

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project **- FLORIDA DEPARTMENT OF COMMERCE, 40.038 - Division of Housing and Community Development/$4,500,000.00**

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

1. ***ACTIVITIES LIMITED TO THOSE IN THE SCOPE OF WORK***

NOTE: List applicable compliance requirements

NOTE: 2 CFR § 200.331, as revised, and s. 215.97(5), F.S., require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.

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Attachment 3

AUDIT COMPLIANCE CERTIFICATION

Grantee Name: _____
FEIN: _____
Grantee's Fiscal Year: _____
Contact Person Name and Phone Number: _____
Contact Person Email Address: _____

1. Did Grantee expend state financial assistance, during its fiscal year, that it received under any agreement (e.g., agreement, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Grantee and the Florida Department of Commerce (Commerce)? ____ Yes ____ No

If the above answer is yes, also answer the following before proceeding to item 2:

Did Grantee expend $750,000 or more of state financial assistance (from Commerce and all other sources of state financial assistance combined) during its fiscal year? ____ Yes ____ No

If yes, Grantee certifies that it will timely comply with all applicable state single or project-specific audit requirements of s. 215.97, Florida Statutes, and the applicable rules of the Department of Financial Services and the Auditor General.

2. Did Grantee expend federal awards, during its fiscal year that it received under any agreement (e.g., agreement, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Grantee and Commerce? ____ Yes ____ No

If the above answer is yes, also answer the following before proceeding to execution of this certification:

Did Grantee expend $1,000,000 or more in federal awards (from Commerce and all other sources of federal awards combined) during its fiscal year? ____ Yes ____ No

If yes, Grantee certifies that it will timely comply with all applicable single or program-specific audit requirements of 2 CFR Part 200, Subpart F, as revised.

By signing below, I certify, on behalf of Grantee, 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

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Attachment 4

DEPARTMENT OF COMMERCE

Office of Procurement

CERTIFIED BUSINESS ENTERPRISE REPORT

(Company Name, Street Address, City & Zip Code)

Commerce Contract Number: HL244

Commerce Project Name:

Contract Amount

CBE Participation Amount: $0.00

CBE Percentage

DV Participation Amount: $0.00

DV Percentage

Contract Vendor Invoice # 0

CERTIFIED BUSINESS ENTERPRISE (CBE)

** Include consultants, sub-contractors, travel agents, etc. who provided services on this project.

Business Enterprise	Description	CBE Code	State Certified Business (Yes or No)	CBE Contract $ Amount	$ Amount paid this Invoice	Total Paid	Balance Due	Project Type (Commodities or Contractual Services)
				$ -	$ -	$ -	$ -	
				$ -	$ -	$ -	$ -	
				$ -	$ -	$ -	$ -	
				$ -	$ -	$ -	$ -	
			TOTALS	$ -	$ -	$ -	$ -	
							$ -	

** **Certified CBE:** **A** - Non-Minority **H** - African American **I** - Hispanic **J** - Asian/Hawaiian **K** - Native American **M** - Woman Owned

** **Non-Certified CBE:** **N** - African American **O** - Hispanic **P** - Asian/Hawaiian **Q** - Native American **R** - Woman Owned

SERVICE-DISABLED VETERAN (DV) BUSINESS ENTERPRISE

* Include consultants, sub-contractors, travel agents, etc. who provided services on this project.

Service-Disabled Veteran Business Enterprise	Description	DV Code	State Certified DV Business (Yes or No)	DV Contract $ Amount	$ Amount paid this Invoice	Total Paid	Balance Due	Project Type (Commodities or Contractual Services)
				$ -	$ -	$ -	$ -	
				$ -	$ -	$ -	$ -	
				$ -	$ -	$ -	$ -	
				$ -	$ -	$ -	$ -	
			TOTALS	$ -	$ -	$ -	$ -	
							$ -	

* **Certified DV:** **W** - Service-Disabled Veteran Business

* **Non-Certified DV:** **Y** - Service-Disabled Veteran Business

INCLUDE THIS FORM WITH YOUR INVOICE

Commerce Form Version 2026

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Attachment 5
Total Compensation for Executive Leadership
(Executive Order 20-44)

Entity Name:_____
Fiscal Year End (Month-Year):_ _____

Total Revenue	
Total Revenue from State Awards	
Total Revenue from Federal Awards	
Total Revenue from Other Sources	
Percentage of Total Revenue from State Awards	
Percentage of Total Revenue from Federal Awards	

Employee Name						
Title						
Salary						
Bonuses						
Cashed-In Leave						
Cash Equivalents						
Cash Equivalents Description						
Severance Pay						
Retirement Benefits						
Employer-Paid Insurance Benefits						
Deferred Compensation						
Real Property Gifts						
Real Property Gifts Description						
Other Payouts						
Other Payouts Description						
Total Compensation						
Accrued Leave and Holiday Benefits						
Percentage of Total Compensation from Federal or State Funds						

Definitions:
Executive Leadership: Anyone who is included by name or title on the form 990, part VII, or Schedule J.
Cash Equivalents: Gift cards, vouchers, tickets, or other items of monetary value.
Other Payouts: Cell phone allowances, tuition, gym memberships, car allowances, etc.
Employer-Paid Insurance Benefits: Amount of insurance paid by the employer for health, vision, life, dental, disability, etc. (does not include taxes such as FICA, reemployment, etc.).
Accrued Leave and Holiday Benefits: Value of vacation, sick, and PTO accrued during the year and holiday available to the employee.

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ATTACHMENT 6

Total Compensation Paid to Non-Profit Personnel Using State Funds

Name:	
Title:	
Agency Agreement/Contract #	
Total Contract Amount	
Contract Term:	
Invoice Number	
Invoice Period	

Line Item Budget Category	Total Amount Allocated	Total Amount Paid	Amount Paid from State Funds
Salaries			
Fringe Benefits			
Bonuses			
Accrued Paid Time Off			
Severance Payments			
Retirement Contributions			
In-Kind Payments			
Incentive Payments			
Reimbursements/Allowances			
Moving Expenses			
Transportation Costs			
Telephone Services			
Medical Services Costs			
Housing Costs			
Meals			
Amount Paid to Date			

CERTIFICATION: I certify that the amounts listed above are true and accurate and in accordance with the approved budget.

Name:	
Signature:	
Title:	
Date:	

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Attachment 7

PUR 2024: Use of Coercion for Labor or Services

Pursuant to section 787.06(14), Florida Statutes, this portion of the form **must be completed by an officer or representative of the nongovernmental entity** executing, renewing, or extending a contract with a governmental entity.

The entity named below does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Entity Name: Hardee County Board of County Commissioners

Representative/Officer's Printed Name:

Representative/Officer's Title:

Signature: Date:

PUR 2023: Provision of Commodities Produced by Forced Labor

Pursuant to section 287.1346(4)(b), Florida Statutes, this portion of the form **must be completed by a member of the company's senior management, as defined in section 287.1346, F.S.,** when the company submits a response to a solicitation for the provision of commodities and before the company enters into or renews a contract for the provision of commodities.

As defined in section 287.1346(1)(c), Florida Statutes, "Senior management" includes chief executive officers; assistant chief executive officers, including, but not limited to, assistant presidents, vice presidents, or assistant treasurers; chief financial officers; chief personnel officers; or any employee of an entity performing similar functions.

I certify that to the best of my knowledge, the commodities the entity named below is offering to the Department have not been produced, in whole or in part, by forced labor.

Entity Name: Hardee County Board of County Commissioners

Senior Management's Printed Name:

Senior Management Member's Title:

Signature: Date:

AGENDA ITEM NO. 11.D

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	November 17, 2026
SUBMITTED BY:	Brandy Crawford, Grants Management Department
ITEM TYPE:	Consent Agenda
AGENDA SECTION:	**CONSENT AGENDA**
SUBJECT:	Motion to ratify the submission and acceptance of the State of Florida Department of Commerce Grant Agreement HL345 for the Hardee County Facilities Maintenance Warehouse Construction in the amount of $1,900,000.; authorizing the County Manager or Chair to sign any necessary documents in furtherance thereof; and the expend funds as provided for in the grant application and agreement.
SUGGESTED ACTION:	

ATTACHMENTS:
HL345 Memo-Ratification.pdf
HL345_Executed.pdf

BOARD OF COUNTY COMMISSIONERS

NOEY FLORES
CHAIR, DISTRICT 2

TIM WELLS
VICE CHAIR, DISTRICT 1

DONALD CHANCEY
DISTRICT 3

RUSSELL MELENDY
DISTRICT 4

KENNY MILLER
DISTRICT 5

STACY SMITH
GRANTS MANAGER

CHRISTIAN HARDMAN
GRANTS SPECIALIST

TYRE HAGWOOD
GRANTS SPECIALIST

MIA CRAWFORD
GRANTS SPECIALIST

MAILING ADDRESS
412 West Orange Street
Suite 201
Wauchula, FL 33873

PHONE
863-773-6349

WEBSITE
hardeecountyfl.gov

To: John Eason, County Manager

From: Stacy Smith, Grants Manager

Subject: Ratification of Submitted Agreement HL345 for Facilities Maintenance Warehouse Construction

Date: November 17, 2026

HardeeCounty has been awarded funding through the Florida Department of Commerce to design and construct a new Facilities Maintenance Warehouse adjacent to the Public Works facility. The project will provide dedicated space for locksmith operations, signage production, county-wide equipment storage, workshop activities, and administrative functions. The new facility will improve the efficiency, safety, and organization of County maintenance operations while supporting the timely delivery of public services throughout Hardee County. Planned activities include project design and engineering, permitting, construction, site improvements, utility infrastructure, security enhancements, parking improvements, furnishings, fixtures, equipment, and all related activities necessary to place the facility into service.

Award Information
Agreement Number: HL345
Funding Agency: Florida Department of Commerce
Project: Facilities Maintenance Warehouse Construction
Award Amount: $1,900,000.00
Agreement Period: July 1, 2026 through June 30, 2028
Funding Method: Cost Reimbursement

Fiscal Impact
Acceptance of this agreement provides $1,900,000.00 in state funding for the design and construction of a new Facilities Maintenance Warehouse. The project will enhance County operations by centralizing maintenance functions, improving storage capacity, and providing modern workspace and support facilities for maintenance staff. The agreement will be administered on a cost reimbursement basis through June 30, 2028.

Action Requested
Ratify the submission and execution of Grant Agreement HL345 with the Florida Department of Commerce and authorize staff to administer the grant in accordance with the agreement terms and conditions.

Docusign Envelope ID: 969E7B30-5D86-86B1-8233-3A596341CC5D

GRANT AGREEMENT
STATE OF FLORIDA
DEPARTMENT OF COMMERCE

THIS GRANT AGREEMENT NUMBER HL345 ("Agreement") is made and entered into by and between the State of Florida, Department of Commerce ("Commerce"), and the Hardee County Board of County Commissioners, a local government ("Grantee"). Commerce and Grantee are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

WHEREAS, Commerce has the authority to enter into this Agreement and distribute State of Florida funds ("Award Funds") in the amount and manner set forth in this Agreement;

WHEREAS, Grantee hereby represents and warrants that Grantee's signatory to this Agreement has authority to bind Grantee to this Agreement as of the Effective Date and that Grantee, through its undersigned duly authorized representative in his or her official capacity, has the authority to request, accept, and expend Award Funds for Grantee's purposes in accordance with the terms and conditions of this Agreement;

NOW THEREFORE, for and in consideration of the covenants and obligations set forth herein and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Parties intending to be legally bound hereby agree as follows:

A. AGREEMENT PERIOD

This Agreement is effective as of July 1, 2026 (the "Effective Date") and ends on June 30, 2028 (the "Expiration Date"), unless sooner terminated in accordance with the provisions of this Agreement (the "Termination Date"). The period of time between the Effective Date and the Expiration Date or Termination Date is the "Agreement Period."

B. FUNDING

1. **Payment Type**. This Agreement is a Cost Reimbursement Agreement.

2. **Payment Amount**. Commerce shall pay Grantee up to One Million Nine Hundred Thousand Dollars ($1,900,000.00) in consideration for Grantee's performance under this Agreement.

3. **Reserved.**

4. **Travel expenses are not authorized under this Agreement.**

5. **Limited Obligation to Pay**. Commerce shall not pay Grantee's costs related to this Agreement incurred outside of the Agreement Period.

6. **Contingent on Appropriation.** In conformity with s. 287.0582, F.S., the State of Florida and Commerce's performance and obligation to pay any Award Funds under this Agreement is contingent upon an annual appropriation by the Legislature. Commerce shall have final unchallengeable authority as to both the availability of funds and what constitutes an "annual appropriation" of funds.

7. **Lobbying.** Grantee shall not expend Award Funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.

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8. **Legal Expenses**. Grantee shall not expend Award Funds to pay any costs incurred in connection with any defense against any claim or appeal of the State of Florida or any agency or instrumentality thereof (including Commerce); or to pay any costs incurred in connection with the prosecution of any claim or appeal against the State of Florida or any agency or instrumentality thereof (including Commerce), which Grantee instituted or in which Grantee has joined as a claimant.

9. **Commingling of Funds**. Grantee shall either (i) maintain Award Funds in a separate bank account, or (ii) expressly designate in Grantee's business records and accounting system that the Award Funds originated from this Agreement. Grantee shall not commingle Award Funds with any other funds. Commerce may refuse to reimburse Grantee for purchases made with commingled funds.

10. **Costs in Compliance with Laws.** Grantee's costs must be in compliance with all laws, rules, and regulations applicable to expenditures of State funds, including the Reference Guide for State Expenditures (https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf).

C. ELECTRONIC FUNDS TRANSFER

Within 30 calendar days of the date the last Party has signed this Agreement, Grantee shall enroll in Electronic Funds Transfer (EFT) from the State's Chief Financial Officer. A copy of the Authorization form can be found on the vendor instruction page at: https://www.myfloridacfo.com/Division/AA/Vendors/ . Any questions should be directed to the Direct Deposit/EFT Section of the Division of Accounting and Auditing at (850) 413-5517. Once enrolled, invoice payments shall be made by EFT.

D. MODIFICATION

If, in Commerce's sole and absolute determination, changes to this Agreement are necessitated by law or otherwise, Commerce may at any time, with written notice of all such changes to Grantee, modify this Agreement within its original scope and purpose. Grantee shall be responsible for any due diligence necessary to determine the impact of the modification. Any modification of this Agreement requested by Grantee must be in writing and duly signed by all Parties in order to be enforceable.

E. AUDIT REQUIREMENTS AND COMPLIANCE

1. **Florida Single Audit Act - Section 215.97, Florida Statutes ("F.S.")**. Grantee shall comply with all applicable provisions of s. 215.97, F.S., s. 215.971, F.S., and Attachment 2 and Exhibit 1 to Attachment 2: Audit Requirements.

2. Grantee shall perform the deliverables and tasks set forth in Attachment 1, Scope of Work.

3. Grantee may only expend Award Funds for allowable costs resulting from obligations incurred during the Agreement Period.

4. **Refund**. Grantee shall refund to Commerce any: (1) balance of unobligated Award Funds which have been advanced or paid to Grantee; or (2) Award Funds paid in excess of the amount to which Grantee is entitled under the terms and conditions of this Agreement and Attachments hereto, upon expiration or termination of this Agreement.

5. **Inspector General Compliance**. Grantee understands and shall comply with the requirements of s. 20.055(5), F.S. Grantee agrees to reimburse the State for the reasonable costs of investigation the Inspector General or other authorized State official incurs for investigations of Grantee's compliance

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with the terms of this or any other agreement between the Grantee and the State which results in the suspension or debarment of Grantee. Grantee shall not be responsible for any costs of investigations that do not result in Grantee's suspension or debarment.

F. RECORDS AND INFORMATION RELEASE

1. **Records Compliance**. Commerce is subject to the provisions of chapter 119, F.S., relating to public records. Any document Grantee submits to Commerce under this Agreement may constitute public records under the Florida Statutes. Grantee shall cooperate with Commerce regarding Commerce's efforts to comply with the requirements of chapter 119, F.S. Grantee shall respond to requests to inspect or copy such records in accordance with chapter 119, F.S., for records made or received by Grantee in connection with this Agreement. Grantee shall immediately notify Commerce of the receipt and content of any records request by sending an e-mail to PRRequest@commerce.fl.gov within one (1) business day after receipt of such request. Grantee shall indemnify, defend, and hold Commerce harmless from any violation of Florida's public records laws wherein Commerce's disclosure or nondisclosure of any public record was predicated upon any act or omission of Grantee. As applicable, Grantee shall comply with s. 501.171, F.S. Commerce may terminate this Agreement if Grantee fails to comply with Florida's public records laws. Grantee shall allow public access to all records made or received by Grantee in connection with this Agreement, unless the records are exempt from s. 24(a) of Article I of the State Constitution or s. 119.07(1), F.S. Commerce may unilaterally cancel this Agreement for refusal by the Grantee to allow public access to all documents, papers, letters, or other material made or received by the Grantee in conjunction with the Agreement, unless the records are exempt from s. 24(a) of Art. I of the State Constitution and s. 119.07(1), F.S.

2. **Identification of Records**. Grantee shall clearly and conspicuously mark all records submitted to Commerce if such records are confidential and exempt from public disclosure. Grantee's failure to clearly mark each record and identify the legal basis for each exemption from the requirements of chapter 119, F.S., prior to delivery of the record to Commerce serves as Grantee's waiver of a claim of exemption. Grantee shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for as long as those records are confidential and exempt pursuant to Florida law. If Commerce's claim of exemption asserted in response to Grantee's assertion of confidentiality is challenged in any court of law, Grantee shall defend, assume, and be responsible for all fees, costs, and expenses in connection with such challenge.

3. **Keeping and Providing Records**. Commerce and the State have an absolute right to view, inspect, or make or request copies of any records arising out of or related to this Agreement. Grantee has an absolute duty to keep and maintain all records arising out of or related to this Agreement. Commerce may request copies of any records made or received in connection with this Agreement, or arising out of Grantees use of Award Funds, and Grantee shall provide Commerce with copies of any records within 10 business days after Commerce's request at no cost to Commerce. Grantee shall maintain all books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of Award Funds. For avoidance of doubt, Grantee's duties to keep and provide records to Commerce includes all records generated in connection with or as a result of this Agreement. Upon expiration or termination of this Agreement, Grantee shall transfer, at no cost, to Commerce all public records in possession of Grantee or keep and maintain public records required by Commerce to perform the service. If Grantee keeps and maintains public records upon completion of this Agreement, Grantee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Commerce, upon request from Commerce's custodian of records, in a format that is compatible with the information technology systems of Commerce.

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4. **Audit Rights.** Representatives of the State of Florida, Commerce, the State Chief Financial Officer, the State Auditor General, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the federal government and their duly authorized representatives shall have access to any of Grantee'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.

5. **Single Audit Compliance Certification.** Annually, within 60 calendar days of the close of Grantee's fiscal year, Grantee shall electronically submit a completed Audit Compliance Certification (a version of this certification is attached hereto as Attachment 3) to audit@commerce.fl.gov. Grantee's timely submittal of one completed Audit Compliance Certification for each applicable fiscal year will fulfill this requirement for all agreements between Commerce and Grantee.

6. **Ensure Compliance**. Grantee shall ensure that any entity which is paid from, or for which Grantee's expenditures will be reimbursed by, Award Funds, is aware of and will comply with the aforementioned audit and record keeping requirements.

7. **Contact Custodian of Public Records for Questions.**

IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at (850) 245-7140, via e-mail 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.

G. TERMINATION AND FORCE MAJEURE

1. **Termination due to Lack of Funds:** In the event funds to finance this Agreement become unavailable or if federal or state funds upon which this Agreement is dependent are withdrawn or redirected, Commerce may terminate this Agreement upon no less than 24 hour written notice to Grantee. Commerce will be the final authority as to the availability of funds and will not reallocate funds earmarked for this Agreement to another program thus causing "lack of funds." In the event of termination of this Agreement under this provision, Grantee will be paid for any work satisfactorily completed prior to notification of termination. The lack of funds shall not constitute Commerce's default under this Agreement.

2. **Termination for Cause:** Commerce may terminate the Agreement if Grantee fails to: (1) complete the deliverables within the time specified in the Agreement or any extension agreed to by Commerce; (2) maintain adequate progress, thus endangering performance of the Agreement; (3) honor any term of the Agreement; or (4) abide by any statutory, regulatory, or licensing requirement. Commerce may, at its sole discretion, (i) immediately terminate the Agreement, (ii) notify Grantee of the deficiency with an Agreement requirement and require that the deficiency be corrected within a specified time, otherwise the Agreement will terminate at the end of such time, or (iii) take other action deemed appropriate by Commerce. The rights and remedies of Commerce in this clause are in addition to any other rights and remedies provided by law or under the Agreement. Grantee shall not be entitled to recover any cancellation charges or lost profits.

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3. **Termination for Convenience:** Commerce, by written notice to Grantee, may terminate this Agreement in whole or in part when Commerce determines in Commerce's sole and absolute discretion that it is in Commerce's interest to do so. Grantee shall not provide any deliverable pursuant to Attachment 1: Scope of Work after it receives the notice of termination, except as Commerce otherwise specifically instructs Grantee in writing. Grantee shall not be entitled to recover any cancellation charges or lost profits.

4. **Grantee's Responsibilities Upon Termination:** If Commerce issues a Notice of Termination to Grantee, except as Commerce otherwise specifies in that Notice, Grantee shall: (1) Stop work under this Agreement on the date and to the extent specified in the notice; (2) complete performance of such part of the work Commerce does not terminate; (3) take such action as may be necessary, or as Commerce may specify, to protect and preserve any property which is in the possession of Grantee and in which Commerce has or may acquire an interest; and (4) upon the effective date of termination, Grantee shall transfer, assign, and make available to Commerce all property and materials belonging to Commerce pursuant to the terms of this Agreement and all Attachments hereto. Grantee shall not receive additional compensation for Grantee's services in connection with such transfers or assignments.

5. **Force Majeure and Notice of Delay from Force Majeure.** 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 FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, the delay will not result in any additional charge or cost under the Agreement to either Party. In the case of any delay Grantee believes is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, Grantee shall notify Commerce in writing of the delay or potential delay and describe the cause of the delay either: (1) within 10 calendar days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) within five calendar days after the date Grantee first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. THE FOREGOING SHALL CONSTITUTE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section is a condition precedent to such remedy. Commerce, in its sole discretion, will determine if the delay is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section and will notify Grantee of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against Commerce. Grantee 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 FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, after the causes have ceased to exist, Grantee 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 terminate the Agreement in whole or in part.

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H. BUSINESS WITH PUBLIC ENTITIES

Grantee is aware of and understands the provisions of s. 287.133(2)(a), F.S., and s. 287.134(2)(a), F.S. Regardless of the dollar value of the goods or services provided pursuant this Agreement, as required by s. 287.135(5), F.S., Grantee certifies that it is not listed on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, F.S., and is not engaged in a boycott of Israel. If the goods or services to be provided are $1 million or more, in accordance with the requirements of section 287.135(5), F.S. Grantee certifies that it is not listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, created pursuant to s. 215.473, F.S.; or (4) engaged in business operations in Cuba or Syria. Commerce may immediately terminate this Agreement if Grantee submits a false certification as to the above, or if Grantee is placed on the Scrutinized Companies that Boycott Israel List, engages in a boycott of Israel, is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or has engaged in business operations in Cuba or Syria. Grantee is aware of and understands the provisions of s. 287.137(2)(a), F.S., which states that a person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity, and may not transact new business with a public entity.

I. CONTINUING DISCLOSURE OF LEGAL PROCEEDINGS

Prior to execution of this Agreement, Grantee must disclose in a written statement to Commerce's Agreement Manager all prior or on-going civil or criminal litigation, investigations, arbitration or administrative proceedings (collectively "Proceedings") involving this Agreement. Thereafter, Grantee has a continuing duty to promptly disclose all Proceedings upon occurrence. This duty of disclosure applies to Grantee's or subcontractor's officers and directors when any Proceeding relates to the officer or director's business or financial activities. Details of settlements that are prevented from disclosure by the terms of the settlement may be annotated as such. If the existence of such Proceeding causes the State concern about Grantee's ability or willingness to perform the Agreement, then upon Commerce's request, Grantee shall provide to Commerce's Agreement Manager all reasonable assurances that: (i) Grantee will be able to perform the Agreement in accordance with its terms and conditions; and (ii) Grantee and/or its employees, agents, or subcontractor(s) have not and will not engage in conduct in performing services for Commerce which is similar in nature to the conduct alleged in such Proceeding.

J. ADVERTISING AND SPONSORSHIP DISCLOSURE

1. **Limitations on Advertising of Agreement.** Commerce does not endorse any Grantee, commodity, or service. Subject to chapter 119, F.S., Grantee 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 Grantee'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 entity that is not a Party to this Agreement, except potential or actual authorized distributors, dealers, resellers, or service representatives.

2. **Disclosure of Sponsorship**. As required by s. 286.25, F.S., if Grantee is a nongovernmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Grantee's name) and the State of Florida, Department of Commerce." If the sponsorship reference is in written material, the words "State of Florida, Department of Commerce" shall appear in the same size letters or type as the name of the organization.

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K. RECOUPMENT OF FUNDS

1. **Recoupment**. Notwithstanding anything in this Agreement to the contrary, Commerce has an absolute right to recoup Award Funds. Commerce may refuse to reimburse Grantee for any cost if Commerce determines that such cost was not incurred in compliance with the terms of this Agreement. Commerce may demand a return of Award Funds if Commerce terminates this Agreement. The application of financial consequences as set forth in the Scope of Work is cumulative to any of Commerce's rights to recoup Award Funds. Notwithstanding anything in this Agreement to the contrary, in no event shall the application of any financial consequences or recoupment of Award Funds exceed the amount of Award Funds, plus interest.

2. **Overpayments.** If Grantee's (a) noncompliance with this Agreement or any applicable federal, state, or local law, rule, regulation or ordinance, or (b) performance or nonperformance of any term or condition of this Agreement results in (i) an unlawful use of Award Funds; (ii) a use of Award Funds that doesn't comply with the terms of this Agreement; or (iii) a use which constitutes a receipt of Award Funds to which Grantee is not entitled (each such event an "Overpayment"), then Grantee shall return such Overpayment of Award Funds to Commerce.

3. **Discovery of Overpayments**. Grantee shall refund any Overpayment of Award Funds to Commerce within 30 days of Grantee's discovery of an Overpayment or receipt of notification from Commerce that an Overpayment has occurred. Commerce is the final authority as to what may constitute an Overpayment of Award Funds. Refunds should be sent to Commerce's Agreement Manager and made payable to the "Department of Commerce." Should repayment not be made in a timely manner, Commerce may charge interest at the lawful rate of interest on the outstanding balance beginning 30 days after the date of notification or discovery.

4. **Right of Set-Off.** Commerce and the State shall have all of its common law, equitable, and statutory rights of set-off, including, without limitation, the State's option to withhold for the purposes of set-off any moneys due to Grantee under this Agreement up to any amounts due and owing to Commerce with respect to this Agreement, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this Agreement, plus any amounts due and owing to the State for any other reason. The State shall exercise its set-off rights in accordance with normal State practices, including, in cases of set-off pursuant to an audit, the finalization of such audits by the State or its representatives.

L. INSURANCE

Unless Grantee is a state agency or subdivision as defined in s. 768.28(2), F.S., Grantee shall provide and maintain at all times during this Agreement adequate commercial general liability insurance coverage. A self-insurance program established and operating under the laws of the State of Florida may provide such coverage.

Grantee, at all times during the Agreement, at Grantee's sole expense, shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with this Agreement, which, as a minimum, shall be: workers' compensation and employer's liability insurance in accordance with chapter 440, F.S., with minimum employer's liability limits of $100,000 per accident, $100,000 per person, and $500,000 policy aggregate. Such policy shall cover all employees engaged in any Agreement work.

Grantee shall maintain insurance coverage of such types and with such terms and limits as may be reasonably associated with this Agreement, as required by law, and as otherwise necessary and prudent for the Grantee's performance of its operations in the regular course of business. The limits of coverage under each policy maintained by Grantee shall not be interpreted as limiting Grantee's liability and obligations

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under this Agreement. All insurance policies shall be through insurers licensed and authorized to write policies in Florida, and such policies shall cover all employees engaged in any Agreement work. Grantee shall maintain any other insurance required in the Scope of Work.

Commerce shall not pay for any costs of any insurance or policy deductible, and payment of any insurance costs shall be Grantee's sole responsibility. Providing and maintaining adequate insurance coverage is a material obligation of Grantee, and failure to maintain such coverage may void the Agreement, at Commerce's sole and absolute discretion, after Commerce's review of Grantee's insurance coverage when Grantee is unable to comply with Commerce's requests concerning additional appropriate and necessary insurance coverage. Upon execution of this Agreement, Grantee shall provide Commerce written verification of the existence and amount for each type of applicable insurance coverage. Within 30 calendar days of the effective date of the Agreement, Grantee shall furnish Commerce proof of applicable insurance coverage by standard ACORD form certificates of insurance. In the event that an insurer cancels any applicable coverage for any reason, Grantee shall immediately notify Commerce of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within 15 business days after the cancellation of coverage. In the event that the Grantee decides to cancel coverage, the Grantee shall notify Commerce sixty (60) calendar days before any policy is canceled or terminated. Copies of new insurance certificates must be provided to Commerce's Agreement Manager with each insurance renewal.

M. CONFIDENTIALITY AND SAFEGUARDING INFORMATION

Each Party may have access to confidential information made available by the other. The provisions of the Florida Public Records Act, Chapter 119, F.S., and other applicable state and federal laws will govern disclosure of any confidential information received by the State of Florida.

Grantee must implement procedures to ensure the appropriate protection and confidentiality of all data, files, and records involved with this Agreement. To ensure confidentiality, the Contractor shall take appropriate steps as to its employees, subcontractors, and agents.

Except as necessary to fulfill the terms of this Agreement and with the permission of Commerce, Grantee shall not divulge to third parties any confidential information obtained by Grantee or its agents, distributors, resellers, subcontractors, officers, or employees in the course of performing Agreement work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or Commerce.

Grantee shall not use or disclose any information concerning a recipient of services under this Agreement for any purpose in conformity with state and federal law or regulations, except upon written consent of the recipient or the responsible parent or guardian of the recipient when authorized by law.

When Grantee has access to Commerce's network and/or applications, in order to fulfill Grantee's obligations under this Agreement, Grantee shall abide by all applicable Commerce Information Technology Security procedures and policies. Grantee (including its employees, subcontractors, agents, or any other individuals to whom Grantee exposes confidential information obtained under this Agreement), shall not store, or allow to be stored, any confidential information on any portable storage media (*e.g.*, laptops, thumb drives, hard drives, *etc.*) or peripheral device with the capacity to hold information. Failure to strictly comply with this provision shall constitute a breach of Agreement.

Grantee shall immediately notify Commerce in writing when Grantee, its employees, agents, or representatives become aware of an inadvertent disclosure of Commerce's unsecured confidential information in violation of the terms of this Agreement. Grantee shall report to Commerce any Security Incidents of which it becomes aware, including incidents sub-contractors or agents reported to Grantee.

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For purposes of this Agreement, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of Commerce information in Grantee's possession or electronic interference with Commerce operations; provided, however, that random attempts at access shall not be considered a security incident. Grantee shall make a report to Commerce not more than seven business days after Grantee learns of such use or disclosure. Grantee's report shall identify, to the extent known: (i) the nature of the unauthorized use or disclosure, (ii) the confidential information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Grantee has done or shall do to mitigate any detrimental effect of the unauthorized use or disclosure, and (v) what corrective action Grantee has taken or shall take to prevent future similar unauthorized use or disclosure. Grantee shall provide such other information, including a written report, as Commerce's Information Security Manager requests.

In the event of a breach of security concerning confidential personal information involved with this Agreement, Grantee shall comply with s. 501.171, F.S., as applicable. When notification to affected persons is required by statute, Grantee shall provide and be responsible for all costs associated with that notification, but only after receipt of Commerce's written approval of the contents of the notice. Defined statutorily, and for purposes of this Agreement, "breach of security" or "breach" means the unauthorized access of data in electronic form containing personal data. Good faith acquisition of personal information by an employee or agent of Grantee is not a breach, provided the information is not used for a purpose unrelated to Grantee's obligations under this Agreement or is not subject to further unauthorized use.

N. PATENTS, COPYRIGHTS, ROYALTIES, AND RIGHT TO DATA

1. All legal title and every right, interest, claim or demand of any kind, in and to any patent, trademark or copyright, or application for the same, or any other intellectual property right to, the work developed or produced under or in connection with this Agreement, is the exclusive property of Commerce to be granted to and vested in the Florida Department of State for the use and benefit of the state; and no person, firm or corporation shall be entitled to use the same without the written consent of the Florida Department of State. Any contribution by Grantee or its employees, agents or contractors to the creation of such works shall be considered works made for hire by Grantee for Commerce and, upon creation, shall be owned exclusively by Commerce. To the extent that any such works may not be considered works made for hire for Commerce under applicable law, Grantee agrees, upon creation of such works, to automatically assign to Commerce ownership, including copyright interests and any other intellectual property rights therein, without the necessity of any further consideration.

2. If any discovery or invention arises or is developed in the course or as a result of work or services performed with funds from this Agreement, Grantee shall refer the discovery or invention to Commerce who will refer it to the Department of State to determine whether patent protection will be sought in the name of the State of Florida.

3. Where activities supported by this Agreement produce original writings, sound recordings, pictorial reproductions, drawings, or other graphic representations and works of any similar nature Commerce has the right to use, duplicate, and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to allow others acting on behalf of Commerce to do so. Grantee shall give Commerce written notice when any books, manuals, films, websites, web elements, electronic information, or other copyrightable materials are produced.

4. Notwithstanding any other provisions herein, in accordance with s. 1004.23, F.S., a State University is authorized in its own name to perform all things necessary to secure letters of patent, copyrights, and trademarks on any works it produces. Within 30 calendar days of same, the president of a State University shall report to the Department of State any such university's action taken to secure or exploit such trademarks, copyrights, or patents in accordance with s. 1004.23(6), F.S.

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O. INFORMATION TECHNOLOGY RESOURCE

Grantee shall obtain prior written approval from the appropriate Commerce authority before purchasing any Information Technology Resource (ITR) or conducting any activity that will impact Commerce's electronic information technology equipment or software, in any way. ITR includes computer hardware, software, networks, devices, connections, applications, and data. Grantee shall contact the Commerce Agreement Manager listed herein in writing for the contact information of the appropriate Commerce authority for any such ITR purchase approval.

P. NONEXPENDABLE PROPERTY

1. For the requirements of this Nonexpendable Property section of the Agreement, "nonexpendable property" is the same as "property" as defined in s. 273.02, F.S., (equipment, fixtures, and other tangible personal property of a nonconsumable and nonexpendable nature).

2. All nonexpendable property, purchased under this Agreement, shall be listed on the property records of Grantee. Grantee shall inventory annually and maintain accounting records for all nonexpendable property purchased and submit an inventory report to Commerce with the final expenditure report. The records shall include, at a minimum, the following information: name of custodian or custodian's delegate with assigned responsibility for the item, property tag identification number, description of the item(s), physical location, name, make or manufacturer, year, and/or model, manufacturer's serial number(s), date of acquisition, if an automobile, the vehicle identification number (VIN) and title certificate number, cost or value at the date of acquisition for the item or the identified component parts thereof, and the current condition of the item.

3. At no time shall Grantee dispose of nonexpendable property purchased under this Agreement without the written permission of and in accordance with instructions from Commerce.

4. Immediately upon discovery, Grantee shall notify Commerce, in writing, of any property loss with the date and reason(s) for the loss.

5. Grantee shall be responsible for the correct use of all nonexpendable property Grantee purchases or Commerce furnishes under this Agreement.

6. A formal Agreement amendment is required prior to the purchase of any item of nonexpendable property not specifically listed in Attachment 1: Scope of Work.

7. Upon the Expiration Date of this Agreement, Grantee is authorized to retain ownership of any nonexpendable property purchased under this Agreement; however, Grantee hereby grants to Commerce a right of first refusal in all such property prior to disposition of any such property during its depreciable life, in accordance with the depreciation schedule in use by Grantee. Grantee shall provide written notice of any such planned disposition and await Commerce's response prior to disposing of the property. "Disposition" as used herein, shall include, but is not limited to, Grantee no longer using the nonexpendable property for the uses authorized herein, the sale, exchange, transfer, trade-in, or disposal of any such nonexpendable property. Commerce, in its sole discretion, may require Grantee to refund to Commerce the fair market value of the nonexpendable property at the time of disposition rather than taking possession of the nonexpendable property.

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Q. REQUIREMENTS APPLICABLE TO THE PURCHASE OF OR IMPROVEMENTS TO REAL PROPERTY

In accordance with s. 287.05805, F.S., if funding provided under this Agreement is used for the purchase of or improvements to real property, Grantee shall grant Commerce a security interest in the property in the amount of the funding provided by this Agreement for the purchase of or improvements to the real property for five years from the date of purchase or the completion of the improvements or as further required by law.

Upon the Expiration Date of the Agreement, Grantee shall be authorized to retain ownership of the improvements to real property set forth in this Agreement in accordance with the following: Grantee is authorized to retain ownership of the improvements to real property so long as: (1) Grantee is not sold, merged or acquired; (2) the real property subject to the improvements is owned by Grantee; and (3) the real property subject to the improvements is used for the purposes provided in this Agreement. If within five years of the termination of this Agreement, Grantee is unable to satisfy the requirements stated in the immediately preceding sentence, Grantee shall notify Commerce in writing of the circumstances that will result in the deficiency upon learning of it, but no later than 30 calendar days prior to the deficiency occurring. In such event, Commerce shall have the right, within its sole discretion, to demand reimbursement of part or all of the funding provided to Grantee under this Agreement.

R. CONSTRUCTION AND INTERPRETATION

1. The title, section, and paragraph headings in this Agreement are for convenience of reference only and shall not govern or affect the interpretation of any of the terms or provisions of this Agreement.

2. The term "Agreement" means this Agreement together with all attachments and exhibits hereto, as the same may from time to time be amended, modified, supplemented, or restated in accordance with the terms hereof.

3. The use in this Agreement of the term "including" and other words of similar import mean "including, without limitation" and where specific language is used to clarify by example a general statement contained herein, such specific language shall not be deemed to modify, limit, or restrict in any manner the construction of the general statement to which it relates. The word "or" is not exclusive and the words "herein," "hereof," "hereunder," and other words of similar import refer to this Agreement, including any Exhibits and Attachments, and not to any particular section, subsection, paragraph, subparagraph, or clause contained in this Agreement. As appropriate, the use herein of terms importing the singular shall also include the plural, and vice versa.

4. The reference to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof and the reference to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder.

5. All references to "$" shall mean the United States Dollar.

6. The term "Grantee" includes any person or entity which has been duly authorized to and has the actual authority to act or perform on Grantee's behalf. The term "Commerce" includes the State of Florida and any successor office, department, or agency of Commerce, and any person or entity which has been duly authorized to and has the actual authority to act or perform on Commerce's behalf.

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7. The recitals of this Agreement are incorporated herein by reference and shall apply to the terms and provisions of this Agreement and the Parties.

8. Time is of the essence with respect to the performance of all obligations under this Agreement.

9. Each Party has read and understands this Agreement.

10. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

S. CONFLICT OF INTEREST

This Agreement is subject to chapter 112, F.S. Grantee shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. Grantee shall also disclose the name of any State employee who owns, directly or indirectly, more than a 5% interest in Grantee or its affiliates.

T. GRANTEE AS INDEPENDENT CONTRACTOR

Grantee is at all times acting and performing as an independent contractor. Commerce has no ability to exercise any control or direction over the methods by which Grantee may perform its work and functions, except as provided herein. Nothing in this Agreement may be understood to constitute a partnership or joint venture between the Parties.

U. EMPLOYMENT ELIGIBILITY VERIFICATION – E-VERIFY

1. 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/.

2. In accordance with section 448.095, F.S., the State of Florida expressly requires the following:

    a) 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.
    b) 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.

3. 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.

4. In accordance with s. 448.095(2)(c), F.S., if Commerce has a good faith belief that Grantee has knowingly violated s. 448.09(1), F.S., Commerce shall immediately terminate this Agreement. If Commerce has a good faith belief that a subcontractor knowingly violated the law, but Grantee otherwise complied, Commerce shall promptly notify Grantee and Grantee shall immediately terminate the contract with the subcontractor. A contract terminated under this provision is not a breach of contract and may not be considered as such.

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V. NOTIFICATION OF INSTANCES OF FRAUD

Upon discovery, Grantee shall report all known or suspected instances of Grantee, or Grantee's agents, contractors or employees, operational fraud or criminal activities to Commerce's Agreement Manager in writing within 24 chronological hours.

W. NON-DISCRIMINATION

Grantee shall not discriminate unlawfully against any individual employed in the performance of this Agreement because of race, religion, color, sex, physical handicap unrelated to such person's ability to engage in this work, national origin, ancestry, or age. Grantee shall provide a harassment-free workplace, with any allegation of harassment to be given priority attention and action.

X. ASSIGNMENTS

Grantee shall not assign, subcontract, or otherwise transfer its rights, duties, or obligations under this Agreement, by operation of law or otherwise, without the prior written consent of Commerce, which consent may be withheld in Commerce's sole and absolute discretion. Commerce is at all times entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental entity in the State of Florida. Any attempted assignment of this Agreement or any of the rights hereunder by Grantee in violation of this provision shall be void *ab initio*. If Grantee is authorized to utilize subcontractors, Grantee shall comply with the prompt payment requirements of s. 287.0585, F.S., and shall pay subcontractors and suppliers within seven (7) working days after receipt of full or partial payment from Commerce. Grantee shall be solely responsible for any penalties assessed for late payments.

Y. CONTRACT FORMATION AND ADMINISTRATION

1. **Entire Agreement**. This Agreement, and the attachments and exhibits hereto, embodies the entire agreement of the Parties with respect to the subject matter hereof. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement; and this Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties.

2. **Severability**. If a court of competent jurisdiction voids or holds unenforceable any provision of this Agreement, then that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions shall remain in full force and effect.

3. **Execution in Counterparts**. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

4. **Internal Inconsistences.** If any inconsistencies or conflict between the language of this Agreement and its Attachments arise, then the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

Z. WAIVER; REMEDIES CUMULATIVE

1. **Waiver.** No waiver by Commerce of any provision herein shall be effective unless explicitly set forth in writing and signed by Commerce. No waiver by Commerce may be construed as a waiver of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure by Commerce to exercise, or delay in exercising, any right, remedy, power or privilege under this Agreement may be

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construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

2. **Remedies Cumulative**. No remedy herein conferred upon or reserved to either party is intended to be exclusive of any other remedy or remedies, and each and every such remedy will be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law or in equity.

AA. DISPUTES AND LIABILITIES

1. **Governing Law.** The laws of the State of Florida shall govern the construction, enforcement, and interpretation of this Agreement, regardless of and without reference to whether any applicable conflicts of laws principles may point to the application of the laws of another jurisdiction.

2. **Jurisdiction and Venue.** The Parties expressly consent to exclusive jurisdiction and venue in any state court located in Leon County, Florida, and waive any defense of forum non conveniens, lack of personal jurisdiction, or like defense.

3. **WAIVER OF JURY TRIAL**. IN ANY LEGAL OR EQUITABLE ACTION BETWEEN THE PARTIES, THE PARTIES HEREBY EXPRESSLY WAIVE TRIAL BY JURY TO THE FULLEST EXTENT PERMITTED BY LAW.

4. **Attorneys' Fees and Expenses.** Except as set forth otherwise herein, each of the Parties shall pay its own attorneys' fees and costs in connection with the execution and delivery of this Agreement and the transactions contemplated hereby.

5. **Dispute Resolution.** Should any disputes arise concerning the Agreement, the Parties shall act immediately to resolve any such disputes. Time is of the essence in the resolution.

    a) Dispute Resolution Process. Unless otherwise stated herein, the Parties shall resolve disputes using the dispute resolution process stated in these paragraphs.

        i. Contract Manager Review. The Parties shall resolve disputes through the submission of their dispute to Commerce's Agreement Manager, who shall reduce a decision to writing and furnish a copy to each party within ten (10) Business Days from the date that Commerce's Agreement Manager receives the dispute. The Commerce's Agreement Manager's decision shall be final unless a party provides the other party with written notice of the party's disagreement with the decision within ten (10) Business Days from the date of the Commerce's Agreement Manager's decision. If a party disagrees with Commerce's Agreement Manager's decision, the party may proceed to subsection (b) below.

        ii. Meeting between the Principals. If either party disagrees with Commerce's Agreement Manager's decision, such disagreeing party shall notify the other party of the disagreement within ten (10) Business Days. The Parties shall then schedule a meeting between each party's principal (for Commerce, Commerce's head or designee; for Grantee, the Chief Executive Officer or designee) on a mutually agreed upon date, no later than ten (10) Business Days after the provision of the notice. The principals shall attempt to mutually resolve the disagreement at such meeting. If the meeting between the principals fails to resolve the disagreement, the Parties shall proceed to subsection (c) below.

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iii. Mediation. Prior to initiating any litigation, the Parties, upon mutual agreement, may mediate such dispute. If such mediation is not completed within 100 calendar days from receipt of the Commerce's Agreement Manager's decision, then either party may commence litigation.

If the dispute is not resolved through the full process in subsections (i) - (iii) above (or (i) – (ii), if mediation is not agreed to), either party may pursue any available legal or equitable remedies.

b) Grantee's Obligation to Perform While Disputes are Pending. Grantee shall proceed diligently with performance under the Agreement pending the final resolution of any dispute or request for relief, claim, appeal, or action arising under the Agreement and shall comply with directions to perform from the Commerce. Should Grantee not perform while a dispute is pending, including by not performing disputed work, such nonperformance by Grantee may be deemed to be an unexcused breach of the Agreement which is separate and apart from any other dispute.

BB. Indemnification. If Grantee is a state agency or subdivision, as defined in s. 768.28(2), F.S., pursuant to s. 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability for the other Party for the other Party's negligence. However, the below provisions will apply to Grantee's subcontractor's who will need to comply with these conditions.

a) For any and all third-party claims, actions, demands, liabilities, and expenses of any kind which are caused by, related to, growing out of or happening in connection with the Agreement (including any determination arising out of or related to the Agreement that the Grantee or its employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to Commerce or the State). Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and Commerce (including each of their current and former officers, agents, and employees) for any and all loss, damage, injury, costs, reasonable expenses, or other casualty to person or property, including attorneys' fees. Without limiting this indemnification requirement, Commerce may provide Grantee (i) written notice of any action or threatened action, (ii) the opportunity to take over and settle or defend any such action at the Grantee's sole expense, and (iii) assistance in defending the action at the Grantee's sole expense. Provided, however, that Grantee shall not indemnify, defend, and hold harmless the State and Commerce, and their officers, agents, and employees for that portion of any loss or damages the negligent act or omission of Commerce or the State exclusively caused. Nothing herein is intended to act as a waiver of Commerce's or the State's sovereign immunity or to be deemed consent by Commerce or the State or its subdivisions to suit by third parties.

b) Further, Grantee shall fully indemnify, defend, and hold harmless the State and Commerce from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right; provided, however, that the foregoing obligation shall not apply to Commerce's misuse or modification of Grantee's products or Commerce operation or use of Grantee's products in a manner not contemplated by this Agreement. If any product is the subject of an infringement suit, or in Grantee's opinion is likely to become the subject of such a suit, Grantee may, at Grantee's sole expense, procure for Commerce the right to continue using the product or to modify it to become non-infringing. If Grantee is not reasonably able to modify or otherwise secure for Commerce the right to continue using the product, Grantee shall remove the product and refund Commerce the amounts paid in excess of a reasonable fee, as determined by Commerce in its sole and absolute discretion, for past use. Commerce shall not be liable for any royalties.

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c) Grantee's obligations under the two immediately preceding paragraphs above, with respect to any legal action are contingent upon the State or Commerce giving Grantee (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense, and (3) assistance in defending the action at Grantee's sole expense. Grantee shall not be liable for any cost, expense, or compromise incurred or made by the State or Commerce in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

d) The State and Commerce may, in addition to other remedies available to them at law or equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of Grantee or its affiliates to the State against any payments due Grantee under any Agreement with the State.

CC. CONTACT INFORMATION FOR GRANTEE AND COMMERCE CONTACTS

Grantee's Payee:	**Grantee's Agreement Manager**:
Hardee County Board of County Commissioners	Courtney Barringer
412 West Orange Street, Room 204	412 West Orange Street, Room 201
Wauchula, FL 33873	Wauchula, FL 33873
(863) 773-3199	(863) 773-6349
	courtney.barringer@hardeecountyfl.gov

Commerce's Agreement Manager:

Beth Frost
107 East Madison Street
Tallahassee, FL 32399
(850) 245-7474
beth.frost@commerce.fl.gov

DD. NOTICES

The Parties' respective contact information is set forth in the immediately preceding paragraph and may be subject to change at the Parties' discretion. If the contact information changes, the Party making such change will notify the other Party in writing. Where the term "written notice" is used to specify a notice requirement herein, said notice shall be deemed to have been given (i) when personally delivered; (ii) when transmitted via email or registered mail; (iii) the next business day following the day on which the same has been delivered prepaid to a recognized overnight delivery service; or (iv) the third business day following the day on which the same is sent by certified or registered mail, postage prepaid, with return receipt.

EE. 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.

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If applicable, Grantee 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, Florida Administrative Code (F.A.C.).

FF. FOREIGN INFLUENCE

In accordance with section 286.101, F.S., if this Contract has a value of $100,000 or more, Grantee 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. Grantee represents that it is, and for the duration of this Agreement will remain, in compliance with section 286.101, F.S.

GG. HUMAN TRAFFICKING AND FORCED LABOR

If applicable and in accordance with section 287.1346(4)(b), F.S. and 787.06, F.S., when an agreement 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 or that commodities offered to Commerce have not been produced, in whole or in part, by forced labor as defined in statute.

If applicable, Grantee must provide Commerce with an affidavit signed by an officer or a representative of Grantee on Forms PUR 2023, "Provision of Commodities Produced by Forced Labor" and PUR 2024, "Use of Coercion for Labor or Services Attestation Form," which are incorporated herein by reference under penalty of perjury (Attachment 7) attesting that the Grantee does not use coercion for labor or services or that commodities offered to Commerce have not been produced, in whole or in part, by forced labor as defined in statute. Commerce may terminate this Agreement at its sole option if Grantee is placed on the forced labor vendor list pursuant to s. 287.1346, F.S.

HH. SYSTEMATIC ALIEN VERIFICATION FOR ENTITLEMENTS (SAVE):

Pursuant to State of Florida Executive Order Number 21-223, Grantee shall utilize the U.S. Citizenship and Immigration Services' Systematic Alien Verification for Entitlements program (known as "SAVE"), or any successor or similar applicable verification program, to confirm the eligibility of beneficiaries before providing any funds, resources, benefits, or any other thing of value during the Agreement term. Further, Grantee shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to the Agreement utilize SAVE, or any successor or similar applicable verification program, to confirm the eligibility of beneficiaries before providing any funds, resources, benefits, or any other thing of value during the Agreement term.

II. ATTACHMENTS

This Agreement contains the following attachments:

- Attachment 1: Scope of Work
- Attachment 2 and Exhibit 1 to Attachment 2: Audit Requirements
- Attachment 3: Audit Compliance Certification
- Attachment 4: Certified Business Enterprise Report
- Attachment 5: Total Compensation for Executive Leadership

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- Attachment 6: Total Compensation Paid to Non-Profit Personnel Using State Funds
- Attachment 7: PUR 2024: Use of Coercion for Labor or Services and PUR 2023: Provision of Commodities Produced by Forced Labor

[Remainder of page left intentionally blank; Attachments to follow after signature page]

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IN WITNESS THEREOF, and in consideration of the mutual covenants set forth above and in all Attachments hereto, the Parties, through their duly authorized representatives, sign this Agreement and represent and warrant that they understand the Agreement and Attachments' terms and conditions as of the Effective Date.

FLORIDA DEPARTMENT OF COMMERCE		**HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS**	
By	Adam Callaway Signature	**By**	 Signature
	Adam Callaway		**Noey Flores**
Title	Chief of Staff	**Title**	**Chairman**
Date	10/23/2026	**Date**	10/19/2026

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: Danielle Mrha

Approved Date: 10/22/2026

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ATTACHMENT 1
SCOPE OF WORK

A. PROJECT DESCRIPTION: The 2026-2027 General Appropriations Act, Chapter 2026-232, Laws of Florida, line-item 2395A, appropriated $1,900,000.00 to the Hardee County Board of County Commissioners ("Grantee") for design and construction of a new Facilities Maintenance Warehouse adjacent to Public Works to house locksmith operations, signage production, county-wide equipment storage, essential office space, and workshop areas (the "Project"). This facility will improve efficiency, safety, and organization of Hardee County ("County") maintenance operations and support timely delivery of public services.

B. GRANTEE RESPONSIBILITIES: Grantee shall complete the following:

1. Design and Construction of a New Facilities Maintenance Warehouse adjacent to Public Works, including but not limited to:

   a. **Planning, Design, and Engineering:** Architectural and engineering services, site investigations, surveying, geotechnical services, site and utility evaluations, space programming and operational planning, preparation of plans and specifications, cost estimating, value engineering, and other professional services necessary to design and construct the Project. Grantee shall provide applicable final design plans and specifications to Commerce's Agreement Manager.
   b. **Permitting and Regulatory Coordination:** Preparation, coordination, and acquisition of applicable permits, approvals, and regulatory requirements necessary to complete the Project. Grantee shall provide copies of applicable approved permits to Commerce's Agreement Manager.
   c. **Procurement and Solicitation:** Preparation of procurement and solicitation documents, bidding or other applicable procurement activities, contractor selection, contract administration, and related activities necessary to procure project services in accordance with applicable requirements.
   d. **Project Management and Administration:** Project coordination and administration, schedule and budget management, contract administration, coordination with consultants, contractors, County departments, facility users, utility providers, and other project stakeholders.
   e. **Grant Administration Services:** Grant compliance and administration, financial tracking, reimbursement coordination, required reporting and documentation, maintenance of project and grant records, coordination with Commerce, and grant closeout.
   f. **Construction Administration, Observation, and Engineering Support:** Construction administration and observation, engineering services during construction, review of contractor submittals, responses to requests for information, inspections, quality assurance, testing, progress documentation, and other professional services necessary to support construction and verify completion of the work.
   g. **Facilities Maintenance Warehouse Construction:** Construction of the Facilities Maintenance Warehouse and associated warehouse, workshop, office, storage, and employee-support areas necessary for County facilities maintenance operations. Improvements may include locksmith operations, signage production and fabrication areas, county-wide equipment and material storage, workshop and maintenance areas, equipment staging and loading areas, offices and administrative workspaces, meeting or conference space, employee support areas, restrooms, storage areas, utility rooms, and other operational spaces.
   h. **Building Systems and Code Compliance:** Installation or construction of electrical, lighting, HVAC and ventilation, plumbing, fire alarm and suppression, life-safety systems, emergency or backup power where appropriate, data and telecommunications, accessibility improvements, building-envelope systems, energy-efficiency systems, and other building systems necessary to provide a complete, safe, accessible, code-compliant, and operational facility.

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i. **Security and Asset Protection:** Installation of security and asset-protection improvements, which may include controlled access points, security cameras, access-control systems, intrusion detection, secure doors and overhead doors, locking systems, secured storage, exterior security lighting, fencing, gates, communications infrastructure, and other improvements necessary to protect County personnel, equipment, materials, and assets.

j. **Demolition, Site, Parking, and Infrastructure Improvements:** Demolition and removal of the existing facility and associated structures, foundations, utilities, pavement, and other improvements as necessary to accommodate expanded parking and site development; removal and disposal of demolition materials and site debris; site clearing, grading, preparation, stabilization, and restoration; stormwater and drainage improvements; water, wastewater, electrical, communications, and other utility improvements; parking lot construction, expansion, reconstruction, resurfacing, pavement, base, curbing, drainage, striping, signage, ADA-accessible parking, vehicular circulation, driveways, loading and service-access areas, sidewalks and accessible routes, exterior lighting, fencing, gates, landscaping, irrigation, signage, and other associated site and infrastructure improvements.

k. **Furnishings, Fixtures, and Equipment:** Purchase and installation of eligible shelving, storage systems, cabinetry, work surfaces, office and operational furnishings, signage, technology and communications equipment, and other furnishings, fixtures, and equipment necessary for occupancy and operation of the facility.

l. **Construction and Project Closeout:** All labor, materials, equipment, supervision, temporary facilities, contractor and subcontractor services, testing, inspections, commissioning, correction of deficiencies, final cleaning and restoration, equipment and system startup, warranties, operations and maintenance documentation, record and as-built documentation, applicable occupancy approvals, and other activities necessary to complete and place the facility into service.

2. Grantee shall provide copies of all executed subcontracts to Commerce's Agreement Manager.

C. **COMMERCE'S RESPONSIBILITIES:** Commerce shall monitor progress, review reports, conduct site visits, as Commerce determines necessary, at Commerce's sole and absolute discretion, and process payments to Grantee.

D. **DELIVERABLES:** Grantee agrees to provide the following services as specified:

Deliverable Number	Tasks	Minimum Level of Service	Financial Consequences	Amount
1	Complete tasks in accordance with Section B of this Scope of Work.	Grantee may request reimbursement upon completion and submission of a minimum of one (1) item listed below: a. Copy of final design plans b. Copy of all approved permits c. Proposed schedule for solicitation Grantee may request reimbursement upon completion of a minimum of ten percent (10%) of construction tasks in	Failure to meet the Minimum Level of Service shall result in non-payment.	$1,900,000.00

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		accordance with Sections B.1.g-l. Thereafter, reimbursement may be requested upon completion of construction tasks in the following increments: 20%, 30%, 40%, 50%, 60%, 70%, 80%, 90%, and 100%. Completion shall be documented by submission of AIA Forms G702 and G703, or their substantive equivalents, certifying that the project, or a quantifiable portion of the project, is complete.		
TOTAL AMOUNT NOT TO EXCEED: $1,900,000.00				

ACCEPTANCE OF DELIVERABLES

Acceptance Process. All deliverables must be received and accepted in writing by Commerce's Agreement Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time, at Grantee's expense.

E. REPORTING:

1. Quarterly: Grantee shall provide a quarterly report listing all progress relating to the Deliverables in Section D. Quarterly reports are due to Commerce within 30 calendar days after the end of each quarter, until submission of the final invoice package. The ending dates for each quarter of the program year are September 30, December 31, March 31, and June 30. The quarterly report shall include a summary of project progress, indicating percentage of completion of each Deliverable, and all additional reports which are required pursuant to this Agreement, including but not limited to, reports documenting the positive return on investment to the State that results from Grantee's project and its use of Award Funds. The summary shall also include any issues or events occurring which affect the ability of the Grantee to meet the terms of this Agreement. Grantee shall submit quarterly reports that are in the form of the quarterly report template which will be provided to Grantee upon execution of this Agreement. **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 properly completed or otherwise allowable by law.**
2. Certified Business Enterprise Report: Grantee shall provide a Certified Business Enterprise Report (Attachment 4) with each invoice summarizing the participation of certified and non-certified business and service-disabled veteran subcontractors and material suppliers for that period and the project to date. Grantee shall include the names, addresses, and dollar amount of each certified and non-certified Business Enterprise and Service-Disabled Veteran Enterprise participant. Commerce's Supplier Development Coordinator can be reached at (850) 245-7455 to answer concerns and questions.
3. Close-out Report: No later than 60 calendar days after the Agreement ends or is terminated, Grantee shall provide copies of all paid invoices to document completed work.
4. Total Compensation for Executive Leadership Annual Report, if applicable: The Grantee shall submit a Total Compensation for Executive Leadership Annual Report (Attachment 5) within **90 calendar days** of the close of Grantee's fiscal year. Total compensation includes salary, bonuses, cash-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real property gifts, and any other payout information for the Grantee's executive leadership team(s). Information must be completed in the Subrecipient Enterprise Resource Application (SERA).

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All compensation reports must:

- Indicate what percentage of the reported compensation comes directly from State, Federal, and Other awards.
- Include the percentage allocation of State and/or Federal funds relative to the Grantee's total budget.
- Provide a detailed percentage breakout between State and Federal funding sources.

Grantee's IRS Form 990 must be submitted to Commerce no later than **March 31st**. If the Grantee has requested and received a submittal extension for their IRS Form 990 or if the scheduled submittal date falls after March 31st, Grantee must submit and report compensation data using the **prior fiscal year's Form 990**.

The Grantee must inform Commerce of any changes in total executive compensation between annual reports within **60 calendar days** of the change.

F. INVOICE SUBMITTAL AND PAYMENT SCHEDULE: Commerce shall pay Grantee in accordance with the following schedule in the amount identified per deliverable in Section D above. The deliverable amount specified does not establish the value of the deliverable. In accordance with the requirements of s. 215.971(1), F.S., and the **Audit Requirements and Compliance** section of this Agreement, Grantee and its subcontractors may only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period.

1. Grantee shall provide one invoice per month for all services rendered during the applicable period. Grantee shall submit invoices as set forth below to be eligible to receive and retain payment for the performance of duties and completion of deliverables set forth above. Grantee shall submit all documentation necessary to support Grantee's expenditures. Commerce may request any information from Grantee that Commerce deems necessary to verify that Grantee has performed the services for which payment is requested. Grantee's submission of each invoice package is Grantee's certification that it has performed the services and incurred the costs in compliance with all applicable laws and the terms of this Agreement. Grantee will provide invoices in accordance with the requirements of the Reference Guide for State Expenditures available at: https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337_2.
2. Invoices must contain Grantee's name, address, federal employer identification number or other applicable Grantee identification number, the Agreement number, the invoice number, and the invoice period. Grantee shall submit the following documents with the itemized invoice:
   a) Invoices and bills for fees or other compensation for services or expenses must be legible and submitted in detail sufficient for a proper preaudit and postaudit thereof. Invoices for commodities must clearly reflect a description of the item or items, number of units, and cost per unit. Invoices for services must clearly identify the specific deliverable(s) that were completed.
   b) A cover letter signed by Grantee'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 D, 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 the Agreement period;
   c) Grantee's invoices shall include the date, period in which work was performed, amount of reimbursement, and work completed to date;
   d) A certification by a licensed engineer using AIA forms G702 and G703, or their substantive equivalents, certifying that the project, or a quantifiable portion of the project, is complete;
   e) Before and after photographs of the completed work;

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f) For costs related to employee salaries, the following documentation shall be required:
   2) Identification of each employee who performed tasks under this Agreement;
   3) Percentage of each employee's time devoted to tasks under this Agreement, or number of total hours each employee devoted to tasks under this Agreement. If employee is paid hourly, a document reflecting the hours worked times the rate of pay is acceptable; and
   4) Payroll register or similar documentation that shows the employee's gross salary, fringe benefits, other deductions, and net pay.

g) Travel documentation with a completed State of Florida Travel Reimbursement Form;
h) A copy of all supporting documentation for vendor payments;
i) A copy of the Total Compensation Paid to Non-Profit Personnel Using State Funds Form, if applicable (Attachment 6);
j) A copy of the cancelled check(s) specific to the project and a copy of the bank statement that includes the cancelled check, or similar evidence of expenditure (e.g., wire transfers, credit card receipts and evidence of payment, etc.).

3. Grantee's invoice and all documentation necessary to support payment requests must be submitted into Commerce's Subrecipient Enterprise Resource Application (SERA). Grantee shall submit invoices that are in the form of the invoice template which will be provided to Grantee upon execution of this Agreement.
4. If the Grantee is a county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2), 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 Grantee may elect in writing to exercise this provision.
   a) 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
   b) A county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 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 Grantee meets the criteria set forth in this paragraph, then the Grantee is deemed to have demonstrated a financial hardship.
5. Grantee shall submit its final invoice for payment to Commerce no later than 60 days after this Agreement ends and Commerce may, at Commerce's sole and absolute discretion, refuse to honor any requests for payment submitted after this deadline.

G. RETURN ON INVESTMENT: Grantee is required to provide, on or before October 31, 2026, an initial report identifying actual returns on investment by fiscal year for state funding previously received (if applicable), as well as projected positive returns the state will receive by providing Grantee funding through this Agreement.

1. Beginning at the end of the first full quarter following execution of this Agreement, Grantee shall provide quarterly update reports directly to Commerce's Agreement Manager documenting the positive return on investment to the state that results from the Grantee's project and its use of monies provided under this Agreement.
2. Quarterly update reports shall be provided to Commerce's Agreement Manager within 30 calendar days after the end of each quarter thereafter until Grantee is instructed that no further reports are needed.

H. RESERVED.

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I. FINANCIAL CONSEQUENCES FOR FAILURE TO TIMELY AND SATISFACTORILY PERFORM:

1. Failure to complete all deliverables in accordance with the requirements of this Agreement, and most particularly the deliverables specified above in Section D, Deliverables, will result in Commerce's assessment of the specified financial consequences. This provision for financial consequences shall in no manner affect Commerce's right to terminate the Agreement as provided elsewhere in the Agreement.
2. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe or fails to timely complete deliverables as set forth in this Agreement, the Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies or delays in the CAP.

End of Attachment 1 (Scope of Work)

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Attachment 2
AUDIT REQUIREMENTS

The administration of resources awarded by Commerce to the Grantee may be subject to audits and/or monitoring by Commerce as described in this Attachment 2.

MONITORING. In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (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, the recipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by Commerce. In the event the Commerce determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by Commerce staff to the recipient regarding such audit. The recipient 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 the recipient is a state or local government, or a nonprofit organization as defined in 2 CFR §200.1.

1. A recipient 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, the recipient 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 recipient 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, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.
3. A recipient 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 the recipient 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 recipient resources obtained from other than federal entities).

PART II: STATE FUNDED. This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient 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, the recipient 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.

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2. For the audit requirements addressed in Part II, paragraph 1, the recipient 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 the recipient 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 the recipient 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 the recipient'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), Florida Statutes, State agencies may conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state awarding agency inspector general, the Auditor General, or any other state official. 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 the recipient 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 the recipient 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.

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

Electronic copies (preferred):	or	Paper (hard copy):
Audit@commerce.fl.gov		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 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. Recipients, 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 the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION. The recipient 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 five (5) 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. The recipient shall ensure that audit working papers are made available to Commerce, or its designee, CFO, or Auditor General upon request for a period of five (5) 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 2

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project **- FLORIDA DEPARTMENT OF COMMERCE, 40.038 - Division of Housing and Community Development/$1,900,000.00**

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

1. **ACTIVITIES LIMITED TO THOSE IN THE SCOPE OF WORK**

NOTE: List applicable compliance requirements

NOTE: 2 CFR § 200.331, as revised, and s. 215.97(5), F.S., require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.

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Attachment 3

AUDIT COMPLIANCE CERTIFICATION

Grantee Name: _____
FEIN: _____
Grantee's Fiscal Year: _____
Contact Person Name and Phone Number: _____
Contact Person Email Address: _____

1. Did Grantee expend state financial assistance, during its fiscal year, that it received under any agreement (e.g., agreement, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Grantee and the Florida Department of Commerce (Commerce)? ____ Yes ____ No

If the above answer is yes, also answer the following before proceeding to item 2:

Did Grantee expend $750,000 or more of state financial assistance (from Commerce and all other sources of state financial assistance combined) during its fiscal year? ____ Yes ____ No

If yes, Grantee certifies that it will timely comply with all applicable state single or project-specific audit requirements of s. 215.97, Florida Statutes, and the applicable rules of the Department of Financial Services and the Auditor General.

2. Did Grantee expend federal awards, during its fiscal year that it received under any agreement (e.g., agreement, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Grantee and Commerce? ____ Yes ____ No

If the above answer is yes, also answer the following before proceeding to execution of this certification:

Did Grantee expend $1,000,000 or more in federal awards (from Commerce and all other sources of federal awards combined) during its fiscal year? ____ Yes ____ No

If yes, Grantee certifies that it will timely comply with all applicable single or program-specific audit requirements of 2 CFR Part 200, Subpart F, as revised.

By signing below, I certify, on behalf of Grantee, 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

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Attachment 4

DEPARTMENT OF COMMERCE

Office of Procurement

CERTIFIED BUSINESS ENTERPRISE REPORT

(Company Name, Street Address, City & Zip Code)

Commerce Contract Number: HL244

Commerce Project Name:

Contract Amount

CBE Participation Amount: $0.00

CBE Percentage

DV Participation Amount: $0.00

DV Percentage

Contract Vendor Invoice # 0

CERTIFIED BUSINESS ENTERPRISE (CBE)

** Include consultants, sub-contractors, travel agents, etc. who provided services on this project.

Business Enterprise	Description	CBE Code	State Certified Business (Yes or No)	CBE Contract $ Amount	$ Amount paid this Invoice	Total Paid	Balance Due	Project Type (Commodities or Contractual Services)
				$ -	$ -	$ -	$ -	
				$ -	$ -	$ -	$ -	
				$ -	$ -	$ -	$ -	
				$ -	$ -	$ -	$ -	
			TOTALS	$ -	$ -	$ -	$ -	
							$ -	

** **Certified CBE:** **A** - Non-Minority **H** - African American **I** - Hispanic **J** - Asian/Hawaiian **K** - Native American **M** - Woman Owned

** **Non-Certified CBE:** **N** - African American **O** - Hispanic **P** - Asian/Hawaiian **Q** - Native American **R** - Woman Owned

SERVICE-DISABLED VETERAN (DV) BUSINESS ENTERPRISE

* Include consultants, sub-contractors, travel agents, etc. who provided services on this project.

Service-Disabled Veteran Business Enterprise	Description	DV Code	State Certified DV Business (Yes or No)	DV Contract $ Amount	$ Amount paid this Invoice	Total Paid	Balance Due	Project Type (Commodities or Contractual Services)
				$ -	$ -	$ -	$ -	
				$ -	$ -	$ -	$ -	
				$ -	$ -	$ -	$ -	
				$ -	$ -	$ -	$ -	
			TOTALS	$ -	$ -	$ -	$ -	
							$ -	

* **Certified DV:** **W** - Service-Disabled Veteran Business

* **Non-Certified DV:** **Y** - Service-Disabled Veteran Business

INCLUDE THIS FORM WITH YOUR INVOICE

Commerce Form Version 2026

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Attachment 5
Total Compensation for Executive Leadership
(Executive Order 20-44)

Entity Name:_____
Fiscal Year End (Month-Year):_ _____

Total Revenue	
Total Revenue from State Awards	
Total Revenue from Federal Awards	
Total Revenue from Other Sources	
Percentage of Total Revenue from State Awards	
Percentage of Total Revenue from Federal Awards	

Employee Name						
Title						
Salary						
Bonuses						
Cashed-In Leave						
Cash Equivalents						
Cash Equivalents Description						
Severance Pay						
Retirement Benefits						
Employer-Paid Insurance Benefits						
Deferred Compensation						
Real Property Gifts						
Real Property Gifts Description						
Other Payouts						
Other Payouts Description						
Total Compensation						
Accrued Leave and Holiday Benefits						
Percentage of Total Compensation from Federal or State Funds						

Definitions:
Executive Leadership: Anyone who is included by name or title on the form 990, part VII, or Schedule J.
Cash Equivalents: Gift cards, vouchers, tickets, or other items of monetary value.
Other Payouts: Cell phone allowances, tuition, gym memberships, car allowances, etc.
Employer-Paid Insurance Benefits: Amount of insurance paid by the employer for health, vision, life, dental, disability, etc. (does not include taxes such as FICA, reemployment, etc.).
Accrued Leave and Holiday Benefits: Value of vacation, sickness, and PTO accrued during the year and holiday available to the employee.

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ATTACHMENT 6

Total Compensation Paid to Non-Profit Personnel Using State Funds

Name:	
Title:	
Agency Agreement/Contract #	
Total Contract Amount	
Contract Term:	
Invoice Number	
Invoice Period	

Line Item Budget Category	Total Amount Allocated	Total Amount Paid	Amount Paid from State Funds
Salaries			
Fringe Benefits			
Bonuses			
Accrued Paid Time Off			
Severance Payments			
Retirement Contributions			
In-Kind Payments			
Incentive Payments			
Reimbursements/Allowances			
Moving Expenses			
Transportation Costs			
Telephone Services			
Medical Services Costs			
Housing Costs			
Meals			
Amount Paid to Date			

CERTIFICATION: I certify that the amounts listed above are true and accurate and in accordance with the approved budget.

Name:	
Signature:	
Title:	
Date:	

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Attachment 7

PUR 2024: Use of Coercion for Labor or Services

Pursuant to section 787.06(14), Florida Statutes, this portion of the form **must be completed by an officer or representative of the nongovernmental entity** executing, renewing, or extending a contract with a governmental entity.

The entity named below does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Entity Name: Hardee County Board of County Commissioners

Representative/Officer's Printed Name:

Representative/Officer's Title:

Signature: Date:

PUR 2023: Provision of Commodities Produced by Forced Labor

Pursuant to section 287.1346(4)(b), Florida Statutes, this portion of the form **must be completed by a member of the company's senior management, as defined in section 287.1346, F.S.,** when the company submits a response to a solicitation for the provision of commodities and before the company enters into or renews a contract for the provision of commodities.

As defined in section 287.1346(1)(c), Florida Statutes, "Senior management" includes chief executive officers; assistant chief executive officers, including, but not limited to, assistant presidents, vice presidents, or assistant treasurers; chief financial officers; chief personnel officers; or any employee of an entity performing similar functions.

I certify that to the best of my knowledge, the commodities the entity named below is offering to the Department have not been produced, in whole or in part, by forced labor.

Entity Name: Hardee County Board of County Commissioners

Senior Management's Printed Name:

Senior Management Member's Title:

Signature: Date:

AGENDA ITEM NO. 14.A

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	November 17, 2026
SUBMITTED BY:	Brandy Crawford, Community Development Department
ITEM TYPE:	Business Agenda - Ordinances
AGENDA SECTION:	**BUSINESS AGENDA - Ordinances:**
SUBJECT:	**Todd Miller, Community Development Director -** Ordinance 2027-03 - Comprehensive Plan Map Amendment
SUGGESTED ACTION:	- Motion to approve the first reading of Ordinance 2027-03, An Ordinance of the Board of County Commissioners of Hardee County, Florida, relating to mining; amending the Hardee County Comprehensive Plan Future Land Use Map Series to amend the mining overlay map; providing for conflicts, severability and for an effective date.

ATTACHMENTS:

Ord. 2027-03--BOCC Agenda Packet.pdf

20260918 Hardee County Courtesy Notice to Property Owners.pdf

AGENDA REQUEST FORM

Complete **ONE** form, per item request.

Department/Agency Hardee County Community Development Department

Contact Person Jorden Eisenstein/ Todd Miller Phone (863) 767 1964

Email jorden.eisenstein@hardeecountyfl.gov/ todd.miller@hardeecountyfl.gov Fax n/a

I request the following item be placed on the 11/17/2026 agenda under the following category:
(date of meeting)

x Appointment _____ County Manager, Non-Consent

_____ Consent _____ County Attorney

If 'Appointment' – List name(s) and title(s) of who will be presenting and amount of time needed for item:
Todd Miller, Community Development Division Director

Provide reason for agenda item and what the action is requested, if any:
Ordinance 2027-03

Check if no action is required: _____

Will item impact budget/funding per fiscal year? _____ YES / x NO

If YES, attach funding analysis identifying source of funds.

If Board approves request, what are the associated action items? Itemize tasks and responsible parties/personnel:
Request for Chairman to sign Ordinance 2027-03
Send back to Planning/Zoning staff for document recording

** All documents for the agenda packet must be submitted no later than 12:00 PM, on the Thursday prior to the meeting date. If documents are requiring Chairman's signature, must provide original document. All documents can be hand delivered, mailed or emailed to holly.smith@hardeecounty.net.**

If any questions, feel free to contact me via email or by phone at 863.773.9430.

Hardee County
FLORIDA

LEGAL REVIEW REQUEST FORM

TO:	Lisa Perez Butler - ebutler@bmolaw.com Sarah Johnston - sjohnston@bmolaw.com
CC:	Brandy Crawford – brandy.crawford@hardeecountyfl.gov todd.miller@hardeecountyfl.go jorden.eisenstein@hardeecour
REQUESTING PARTY:	Community Development Department
DATE SUBMITTED FOR REVIEW:	10/5/26
REVIEW COMPLETION DATE: **allow minimum 2 weeks for standard review* ***include workshop & meeting date if item is going before a board*	11/17/26 11/5/2026 BOCC Public Hearing

NECESSARY DOCUMENTATION FOR EACH REQUEST:

PURCHASES	***Piggyback/Cooperative purchases*** - complete copy of solicitation used by other jurisdiction, executed agreement and any amendments with other jurisdiction or cooperative agency and proposed agreement and scope/proposal for Hardee. ***RFP/ITB/RFQ award*** – complete copy of solicitation, vendors response and draft agreement. ***Bid Waiver*** – cover memo explaining justification (in accordance w/procurement policy), any supportive documents needed to justify bid waiver, vendor scope/proposal, draft agreement. ***Award based on quotes/estimates*** – copies of quotes/estimates, vendor scope/proposal, draft agreement. Include word versions of any draft agreements.
SOLICITATION	Word versions of a draft of ITB/RFQ/RFP solicitation documents, draft scope, revised review and evaluation criteria, indication of performance/payment bond, any bid bond, performance, payment bond waiver needs a brief justification.
GRANTS	Complete copies of grant application and agreement include relevant deadlines. If previously approved by BOCC indicate date and include copy of meeting agenda item w/supporting documents presented to BOCC. Include word versions when possible.
ORDINANCES	Word Version of draft language, include word version of code provision intending to be amended, include additional information that may be relevant.
LEGAL OPINION	Copies of any relevant documents such as county code, state statute, agreement, etc. Include any correspondence if the request is the result of a third-party request. Include a summary of the reason for the request and any possible related matters/implications (if preferred, submit as complete a request as possible and request meeting to discuss).
MISCELLANEOUS	Include as much background information/documents as possible with a summary of the request.

Hardee County
FLORIDA

REQUEST:

PURCHASES	
Goods/Services:	
Amount: *Indicate total amount, per year, etc.*	
Funding Source:	
Procurement Method Used:	
Contract: *Indicate purchase order, county agreement, etc.*	
GRANT	
Grant Agreement	
Amount:	
Confirmation grant req.'s **include name of responsible party*	
SOLICITATION	
Goods/Services:	
Amount:	
Funding Source:	
Procurement Method: *ITB, RFQ, RFP, Other	
Contract: **Indicate anticipated contract term*	
ORDINANCE	
Amending existing ordinance or a new ordinance?	Ordinance 2027-03
Reason for code change:	
Conflict confirmation: *review existing ordinances for conflicts, include other departments if necessary.*	
Include any resolutions that will be affected.	
Business Impact Statement	
LEGAL OPINION	
Summary of issue:	
MISCELLANEOUS	
Request:	Request for the BOCC to approve Ordinance 2027-03, Comp

Addtn'l Info:

Staff report, application and draft ordinance

HARDEE COUNTY COMMUNITY DEVELOPMENT DEPARTMENT
STAFF REPORT

Large-Scale Comprehensive Plan Amendment
Map Amendment

Agenda No: **26-66** – **Ordinance 2027-03**

Request: Amendment to the Hardee County Comprehensive Plan to modify the Generalized Mining Overlay Map to remove 1,499.8 +/- acres comprised of parcels , or portions thereof, as described below.

Parcels

01-35-24-0000-01310-0000	09-33-26-0000-01250-0000
01-35-24-0000-10020-0000	09-33-26-0000-01270-0000
03-33-25-0000-01250-0000	12-35-24-0000-02430-0000
03-33-25-0000-06230-0000	12-35-24-0000-04920-0000
03-33-25-0000-09070-0000	13-35-24-0000-10010-0000
03-33-25-0000-09100-0000	18-33-26-0000-02550-0000
07-35-25-0000-10020-0000	22-33-26-0000-08110-0000
24-33-25-0000-00800-0000	30-33-26-0000-05620-0000
24-33-26-0000-02550-0000	30-33-26-0000-05630-0000
26-33-25-0000-00030-0000	30-33-26-0000-05640-0000
26-33-25-0000-00330-0000	36-34-24-0000-08120-0000
26-33-25-0000-05390-0000	26-33-25-0000-07110-0000

Zoning: Agriculture (A-1) on subject properties and all surrounding properties

Future Land Use: Agriculture on subject properties and all surrounding properties

Size: 1, 499.8 +/- acres (in total)

Location: Section 3, 24 and 26 Township 33 S Range 25 E; Section 9, 18, 22, 24 and 30 Township 33 S, Range 26E; Section 36, Township 34 S, Rage 24 E; Section 1, 12 and 13 Township 35 S, Range 24 E; Section 7, Township 35 S, Range 25 E of the official records of Hardee County;

(See attached location map.)

Applicant: Mosaic Fertilizer, LLC
13830 Circa Crossing Drive
Lithia, FL 33547

Historical Background

The applicant has recently identified the above-described parcels as not having the quantity and quality of mineable phosphate reserves necessary for mining activities, consistent with the direction provided by the Board of County Commissioners on July 16, 2026. Therefore, the

property owner has submitted this request to remove parcels from the Generalized Mining Overlay Map of the Hardee County Comprehensive Plan.

Procedural Overview

Section 9.03.00 of the Hardee County Unified Land Development Code (ULDC) requires all comprehensive plan amendments to be reviewed by both the Planning and Zoning Board and the Board of County Commissioners, but defers to Florida Statutes concerning differentiation of types of comprehensive plan amendments, and the state review required thereof.

Florida Statutes Section 163.3187 defines small-scale comprehensive plan amendments as those meeting the following criteria:

- 10 acres or fewer – 20 acres in a designated Rural Area of Opportunity.
- 120 cumulative acres in a calendar year.
- Limited to Future Land Use Map (FLUM) changes for site-specific small-scale development activities – no text changes except those that relate directly to and are adopted simultaneously with the small scale FLUM change.
- The property is not in an area of Critical State Concern except for certain affordable housing projects.
- The change must maintain internal consistency between elements of the comprehensive plan.

As the proposed amendment exceeds 20 acres, the amendment cannot qualify for a small-scale amendment and must be reviewed and approved by the Florida Department of Economic Opportunity (DEO) prior to the final adoption by the County.

The adoption process prescribed by F.S. 163.3184 is two public hearings before the local government board. After the first of the required two public hearings, the County will transmit the application and all supporting documentation to the FDEO and any other local governments or government agencies requesting a copy for review and comments. Within 30 days the DEO and any other reviewing agency will provide the County with any comments. Upon resolution of any issues or comments of state concern, the County may proceed to hold the second and final public hearing to adopt the comprehensive plan amendment.

Staff Analysis

Section 9.03.03 of the Hardee County ULDC provides specific standards for review of a comprehensive plan amendment for the Planning and Zoning Board, as follows:

(A) The proposed Comprehensive Plan Amendment is consistent with the goals of the Hardee County Comprehensive Plan.

The exclusion of the properties in the Generalized Mining Overlay Map is consistent with the Goals and Objectives of the Future Land Use Element and the Future Land Use Map of the Hardee County Comprehensive Plan as outlined in Goal L1 and Objective L1. Furthermore, the amendment is consistent with Policies L1.13 and L1.17 of the Future Land Use Element.

(B) The proposed Comprehensive Plan Amendment contains an analysis of the Levels of Service for all public facilities and services; identifies the timing of improvements to

maintain Levels of Service established by the Comprehensive Plan; and estimates the cost of such improvements to the County and to the developer;

There is no development involved with this request.

(C) In the case of a proposed Comprehensive Plan Amendment to the Future Land Use Map, the proposed Land Use Classification at the proposed location has been analyzed to identify adverse impacts to adjacent land uses, the character of the neighborhood, parking, or other matters affecting land use compatibilities and the general welfare of the County. Said analysis must address land uses as they now exist, and as they may exist in the future, as a result of the implementation of the goals, objectives and policies of the Comprehensive Plan; and contains objectives and policies to mitigate or eliminate adverse impacts;

The proposed amendment will not alter the Future Land Use designation and thus will not authorize the use of land that is not currently allowed within the current Future Land Use designation.

Conclusion:

Staff finds the proposed modifications to the Generalized Mining Overlay Map of the Hardee County Comprehensive Plan consistent with the goals, objectives, and policies of the Comprehensive Plan, and compatible with the public health, safety, and welfare of the residents of Hardee County.

Recommendation:

Staff and the Planning/Zoning Board recommend **APPROVAL** of Agenda No. 26-66 as **Ordinance 2027-03** to the to the Board of County Commissioners.

Enc: List of Parcels to be from the Mining Overlay Map
Future Land Use Map
Mining Overlay Map with proposed Omissions

Table 1
Hardee County Property Appraiser
List of Parcel IDs Proposed for Removal

Parcel ID Number	Owner	Physical Address	Acreage
01-35-24-0000-01310-0000*	MOSAIC FERTILIZER LLC	0 MURPHY RD WAUCHULA, FL 33873	16.0
01-35-24-0000-10020-0000*	MOSAIC FERTILIZER LLC	621 MURPHY RD WAUCHULA, FL 33873	189.2
01-35-24-0000-10020-0000*	MOSAIC FERTILIZER LLC	621 MURPHY RD WAUCHULA, FL 33873	2.6
03-33-25-0000-01250-0000*	SOUTH FT MEADE PARTNERSHIP L P	0 E COUNTY LINE RD BOWLING GREEN, FL 33834	14.5
03-33-25-0000-06230-0000*	MOSAIC FERTILIZER LLC	3731 FUSSELL RD BOWLING GREEN, FL 33834	0.6
03-33-25-0000-09070-0000*	MOSAIC FERTILIZER LLC	3697 FUSSELL RD BOWLING GREEN, FL 33834	0.3
03-33-25-0000-09100-0000*	MOSAIC FERTILIZER LLC	3707 FUSSELL RD BOWLING GREEN, FL 33834	1.1
07-35-25-0000-10020-0000	MOSAIC FERTILIZER LLC	0 MURPHY RD WAUCHULA, FL 33873	439.5
09-33-26-0000-01250-0000	MOSAIC FERTILIZER LLC	0 LOCKLAR RD BOWLING GREEN, FL 33834	119.5
09-33-26-0000-01250-0000	MOSAIC FERTILIZER LLC	0 LOCKLAR RD BOWLING GREEN, FL 33834	2.9
09-33-26-0000-01270-0000	MOSAIC FERTILIZER LLC	0 LOCKLAR RD BOWLING GREEN, FL 33834	29.8
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18-33-26-0000-02550-0000*	MOSAIC FERTILIZER LLC	0 BOYD COWART RD WAUCHULA, FL 33873	2.4
22-33-26-0000-08110-0000	MOSAIC FERTILIZER LLC	0 N ED WELLS RD WAUCHULA, FL 33873	19.9
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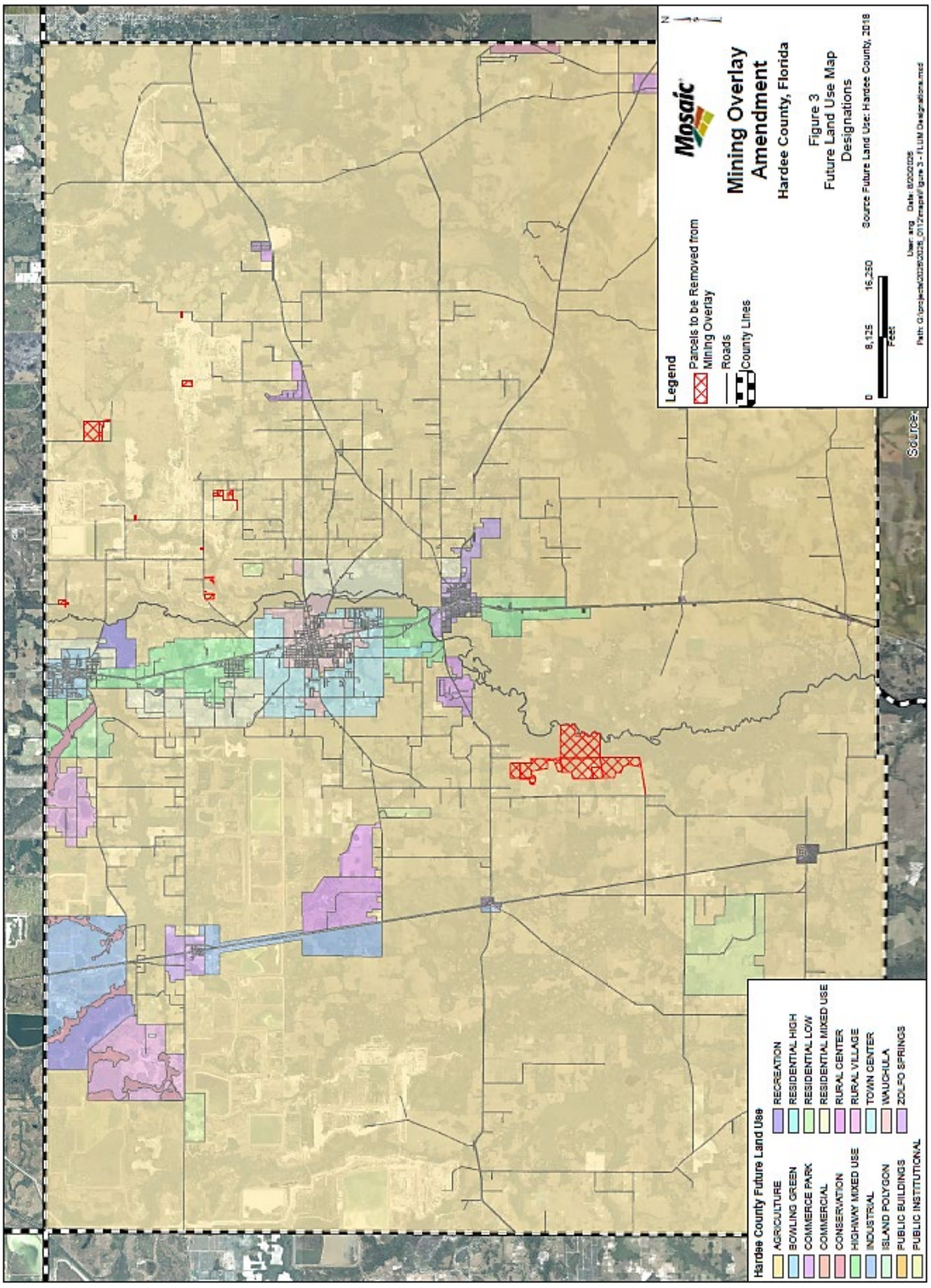
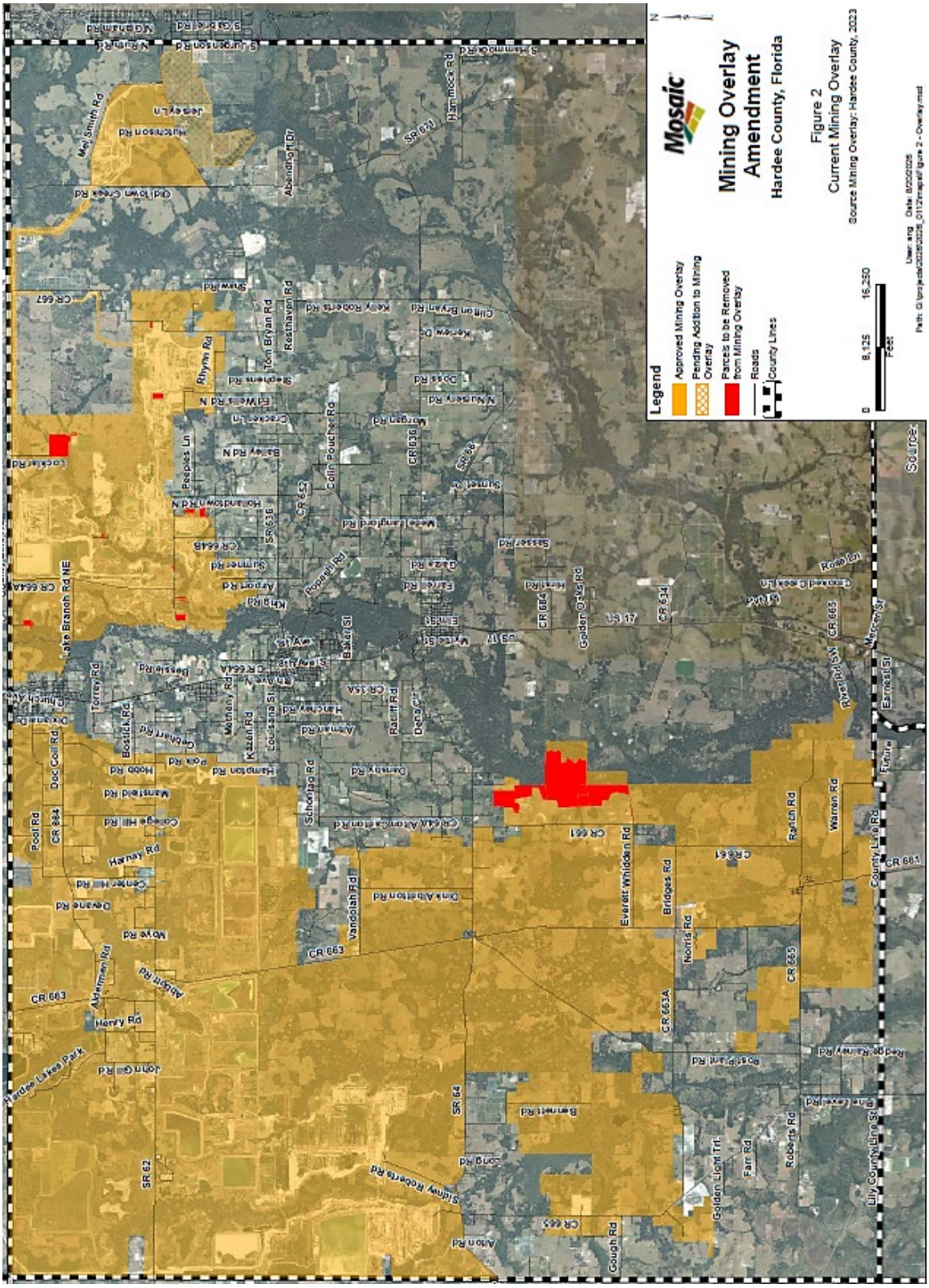
26-33-25-0000-00030-0000*	MOSAIC FERTILIZER LLC	2270 HEARD BRIDGE RD WAUCHULA, FL 33873	18.3
26-33-25-0000-00330-0000*	SOUTH FT MEADE PARTNERSHIP L P	2648 HEARD BRIDGE RD WAUCHULA, FL 33873	0.4
26-33-25-0000-00330-0000*	SOUTH FT MEADE PARTNERSHIP L P	2648 HEARD BRIDGE RD WAUCHULA, FL 33873	0.0
26-33-25-0000-00330-0000*	SOUTH FT MEADE PARTNERSHIP L P	2648 HEARD BRIDGE RD WAUCHULA, FL 33873	0.4
26-33-25-0000-05390-0000*	MOSAIC FERTILIZER LLC	2564 HEARD BRIDGE RD WAUCHULA, FL 33873	4.3
26-33-25-0000-07110-0000*	MOSAIC FERTILIZER LLC	0 HEARD BRIDGE RD WAUCHULA, 33873	0.0
26-33-25-0000-07110-0000*	MOSAIC FERTILIZER LLC	0 HEARD BRIDGE RD WAUCHULA, 33873	0.9
30-33-26-0000-05620-0000	MOSAIC FERTILIZER LLC	3346 PLATT RD WAUCHULA, FL 33873	18.6
30-33-26-0000-05630-0000*	MOSAIC FERTILIZER LLC	3176 PLATT RD WAUCHULA, FL 33873	17.4
30-33-26-0000-05640-0000*	MOSAIC FERTILIZER LLC	0 PLATT RD WAUCHULA, FL 33873	0.8
36-34-24-0000-08120-0000	MOSAIC FERTILIZER LLC	0 MURPHY RD WAUCHULA, FL 33873	60.1
TOTAL ACREAGE PROPOSED FOR REMOVAL			**1499.8**

Note: Figure 2 illustrates the proposed Mining Overlay District amendment in its entirety.
* Only a portion of the parcel is proposed for removal.


Mosaic
Mining Overlay Amendment
Hardee County, Florida
Figure 3
Future Land Use Map Designations
Source Future Land Use: Hardee County, 2018
Legend
Parcels to be Removed from Mining Overlay
Roads
County Lines
0
8,125
16,250
Feet
Hardee County Future Land Use
AGRICULTURE
BOWLING GREEN
COMMERCE PARK
COMMERCIAL
CONSERVATION
HIGHWAY MIXED USE
INDUSTRIAL
ISLAND POLYGON
PUBLIC BUILDINGS
PUBLIC INSTITUTIONAL
RECREATION
RESIDENTIAL HIGH
RESIDENTIAL LOW
RESIDENTIAL MIXED USE
RURAL CENTER
RURAL VILLAGE
TOWN CENTER
WAUCHULA
ZOLFO SPRINGS
Source:


Mosaic
Mining Overlay Amendment
Hardee County, Florida
Figure 2
Current Mining Overlay
Source Mining Overlay: Hardee County, 2023
Legend
Approved Mining Overlay
Pending Addition to Mining Overlay
Parcels to be Removed from Mining Overlay
Roads
County Lines
0
8,125
16,250
Feet
N
Source:

Mosaic Fertilizer, LLC
13830 Circa Crossing Drive
Lithia, FL 33547
www.mosaicco.com

Tel 813-500-6300
Fax 813-571-6926

August 27, 2026

Mr. Todd Miller
Director of Planning and Development
Hardee County Planning and Development
110 S. 9th Avenue
Wauchula, Florida 33873

RE: Application to Amend the Hardee County Comprehensive Plan
Future Land Use Map 2 – Mining Overlay

Dear Mr. Miller:

Please find enclosed an application to amend the Future Land Use Map (Map 2: Mining Overlay) in the Hardee County Comprehensive Plan. A check in the amount of $5,000.00 to cover the application fee for a large scale Comprehensive Plan Amendment has been sent via FedEx to your attention.

In this application, Mosaic Fertilizer, LLC (Mosaic) is requesting Hardee County to amend the Generalized Mining Overlay Map to remove approximately 1,499.8 acres of land that Mosaic recently identified as not having the quantity and quality of mineable phosphate reserves necessary for Mosaic's mining activities.

Consistent with the direction provided by the Board of County Commissioners on July 16, 2026, Mosaic is removing these properties from the Mining Overlay.

Please be advised that I will be the contact for Mosaic. If you have any questions or need additional information, please contact me at (813) 500-6399 or allison.gordon@mosaicco.com.

Sincerely,

Allison Gordon

Allison Gordon
Senior Permitting Engineer

cc: Debra Butler – Hardee County
Russell Schweiss – Mosaic
Shelley Thornton – Mosaic
Lauren Brooks – Mosaic
Vinette Godelia – Stearns Weaver Miller
Tina Ekblad – Sage Entitlements

COMPREHENSIVE PLAN MAP AMENDMENT
MINING OVERLAY DISTRICT
HARDEE COUNTY

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Hardee County
FLORIDA

COMMUNITY DEVELOPMENT DEPARTMENT

COMPREHENSIVE PLAN AMENDMENT

Hardee County Community Development Department
110 S. 9th Avenue, Wauchula, FL 33873---Tele. (863) 767 1964

Agenda No. _____

Ordinance No. _____

P/Z Board Public Hearing: _____

BoCC Public Hearing: _____

APPLICATION FEE per RESOLUTION NO. 2025-60 (APPENDIX H)
Text--$2,500
FLUMAP—Large-Scale—20.01 ac or more—$5,000
FLUMAP—Medium Scale—10.01-20 ac—$2,500
FLUMAP—Small-Scale—Up to 10 ac--$1,000

Hardee County Unified Land Development Code Section: 9.03.00 and 8.06.00
Planning and Zoning Board will hear and make a recommendation to the Board of County Commissioners

Filing an application is not a guarantee of approval.

Property Owner/Title Holder Name: See Table 1

Property Owner/Title Holder/Mailing Address: 13830 Circa Crossing Drive, Lithia, Florida 33547

Property Owner/Title Holder/Telephone No: (813) 500-6891

Property is identified under Parcel I.D./Folio No.: See Table 1

Zoning: Agriculture

Future Land Use District: Agriculture

Acres: +/- 1,499

Describe in complete detail the reasons and circumstances for this application.
(attach separate sheet if needed)

This Mining Overlay District Application is a request to remove +/- 1,499 acres from Mine Overlay (Overlay within Section 3, 24 and 26 Township 33S Range 25E; Section 9, 18, 22, 24 and 30 Township 33S, Range 26E; Section 36 Township 34S Range24E; Section 1, 12 and 13 Township 35S Range 24E; Section 7 Township 35S Range 25E in Hardee County.

Requirements

☐ property record card; See Table 1

☐ legible aerial map; See Figure 1

☐ copy of deed; See Table 1 and Application Information

☐ a description of the proposed comprehensive plan amendment, specifying the goals, objectives and policies of the Comprehensive Plan that are to be modified; See Application Information

☐ data and analysis that supports the change applied for, specifically, new data that would alter the assumptions in the Comprehensive Plan and would, therefore, justify the Comprehensive Plan Amendment of a goal, objective or policy. See Application Information

☐ other

Hardee County
FLORIDA

COMMUNITY DEVELOPMENT DEPARTMENT
ALL FEES ARE NON-REFUNDABLE

COMPREHENSIVE PLAN AMENDMENT

Hardee County Community Development Department
110 S. 9th Avenue, Wauchula, FL 33873---Tele. (863) 767 1964

Preliminary Discussion/Pre-Application Disclaimer:
"The applicant/owner hereby acknowledges and agrees that any staff discussions or negotiations about conditions of approval are preliminary only, and are not final, nor are they the specific conditions or demands required to gain approval of the application, unless the conditions or demands are actually included in writing in the final development order or the final denial determination or order."

Resolution No. 2014-04--APPLICANTS SHALL BE RESPONSIBLE FOR THE COSTS ASSOCIATED WITH THE USE OF OUTSIDE CONSULTANTS AS DEEMED NECESSARY BY STAFF DURING DEVELOPMENT REVIEW PROCESSES INCLUDING BUT NOT LIMITED TO DEVELOPMENTS OF REGIONAL IMPACT (DRI), COMPREHENSIVE PLAN AMENDMENTS, REZONINGS, MAJOR SPECIAL EXCEPTIONS, SPECIAL EXCEPTIONS, SUBDIVISION PLATS AND SITE DEVELOPMENT PLAN REVIEWS.
APPLICANTS SHALL REIMBURSE THE COUNTY FOR SAID COSTS ON A SCHEDULE DETERMINED BY THE COUNTY.

Russell Schweiss
PRINT NAME HERE (FIRST/LAST)

ORIGINAL SIGNATURE REQUIRED — September 1, 2026
Signature of Property Owner/Title Holder of Record — Date
or signature of Authorized Representative with written Authorization attached

PRINT NAME HERE (FIRST/LAST)

ORIGINAL SIGNATURE REQUIRED — Date
Signature of Property Owner/Title Holder of Record
or signature of Authorized Representative with written Authorization attached

PRINT NAME HERE (FIRST/LAST)

ORIGINAL SIGNATURE REQUIRED — Date
Signature of Property Owner/Title Holder of Record
or signature of Authorized Representative with written Authorization attached

==========

Office Use Only

Receipt No. _____

Application Fees | Received By | Date

==========

APPLICATION INFORMATION
COMPREHENSIVE PLAN MAP AMENDMENT
FUTURE LAND USE MAP – MINING OVERLAY DISTRICT
MOSAIC FERTILIZER, L.L.C.

BACKGROUND AND PURPOSE

This Mining Overlay District Application (Application) is a request to remove approximately 1,499 acres from the Mine Overlay (Overlay within Section 3, 24 and 26 Township 33S Range 25E; Section 9, 18, 22, 24 and 30 Township 33S, Range 26E; Section 36 Township 34S Range 24E; Section 1, 12 and 13 Township 35S Range 24E; Section 7 Township 35S Range 25E in Hardee County. A list of the Hardee County Property Appraiser folio numbers that comprise the areas proposed to be removed from the Overlay are provided in Table 1. Additional information provided includes property owners' names, addresses, parcel acreages from the Hardee County PropertyAppraisers website: (https://qpublic.schneidercorp.com/Application.aspx?App=HardeeCountyFL&PageType=Map).

Figure 1 depicts the areas (Removal Parcels) proposed to be removed from the Overlay on an aerial photograph. Figure 2 depicts the current boundary of the approved Overlay and the location of the Removal Parcels. In general, the Removal Parcels are proximate to the existing Overlay (see Figure 2).

The Overlay identifies areas of Hardee County where mining has occurred, is occurring, or may occur based on the existence of the mineral resource. Prospecting data collected for these areas previously confirmed existing reserves of phosphate ore matrix. However, more detailed data collection has revealed that the phosphate ore matrix is not present in the quantity and quality that supports Mosaic's mining activities. As a result, and consistent with the request made by the Hardee County Board of County Commissioners, Mosaic is submitting this Application to remove these areas from the Overlay due to the lack of appropriate reserve quantities and quality for mining.

PROPOSED REQUEST

This Application for a Comprehensive Plan Amendment is limited to amending the boundary of the Mine Overlay, Map 2 of the Hardee County Comprehensive Plan, for the Removal Parcel only. No change to the underlying Agriculture FLU designation of the properties is requested or required (See Figure 3). No text amendments to the Comprehensive Plan are requested as part of this Application. ULDC Section 9.03.02 specifies that when no amendments to the Future Land Use, Development Standards or Maps are proposed then only a description of the amendment and data and analysis supporting the change are required to be provided with the Application.

The requested amendment to Map 2 is due to the request made by the Hardee County Board of County Commissioners and previous data collection revealing the phosphate ore matrix is not of the quantity and quality to support mining activities.

The Removal Parcels are generally located in the northeast and southeast portion of the County. In the southeast, the Removal Parcels are generally the Peace River and CR 661. In the northeast,

the Removal Parcels are proximate to the existing South Fort Meade Mine and west of Parker Branch. Other smaller locations are proposed to be removed throughout the County. Figure 2 illustrates the location of the area requested to be removed in relation to the current extent of the Overlay.

The Mining Overlay is depicted in Map 2 and described by Policy L1.17 as identifying where mining "has, is or is planned to occur." Mosaic has determined that mining is not planned to occur on these parcels and consistent with the direction provided by the Board of County Commissioners is removing them from the Overlay.

The requested amendment to Map 2 is consistent with existing Policy L1.17 because it removes an area of the County where mining is not planned to occur. This narrative and supporting materials meet the ULDC requirements for a text amendment application.

DISCUSSION

The requested amendment to Map 2 is consistent with Objective L1 of the Hardee County Comprehensive Plan, which seeks to provide an appropriate mix of land uses in the County, including mining land uses. The existing Agricultural FLU designation will remain, thereby maintaining the existing mix of uses. The Application is also consistent with Policy L1.17, as removing lands from the Overlay that do not have the quality and quantity of phosphate ore matrix accurately reflects where mining will not occur. No other amendments to the Comprehensive Plan text or FLU Maps are requested or necessary.

Amending the Overlay boundary to remove areas where mineral resources are not of a quantity and quality for mining activities does not create adverse impacts to adjacent land uses, the character of any existing neighborhoods, or other matters affecting land use compatibility and the general health, safety, and welfare of Hardee County residents.

Table 1
Hardee County Property Appraiser
List of Parcel IDs Proposed for Removal

Parcel ID Number	Owner	Physical Address	Acreage
01-35-24-0000-01310-0000*	MOSAIC FERTILIZER LLC	0 MURPHY RD WAUCHULA, FL 33873	16.0
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26-33-25-0000-00330-0000*	SOUTH FT MEADE PARTNERSHIP L P	2648 HEARD BRIDGE RD WAUCHULA, FL 33873	0.4
26-33-25-0000-05390-0000*	MOSAIC FERTILIZER LLC	2564 HEARD BRIDGE RD WAUCHULA, FL 33873	4.3
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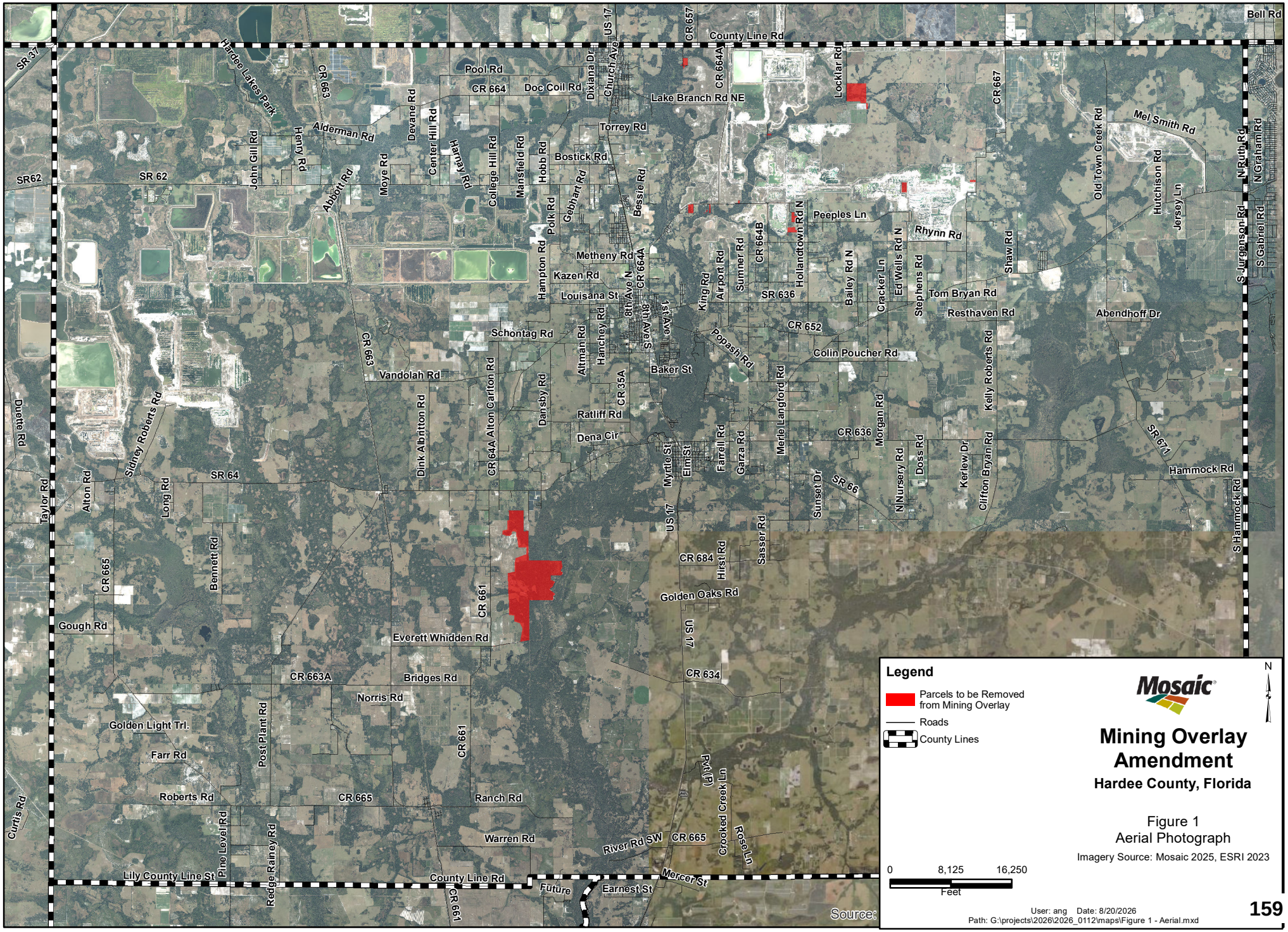
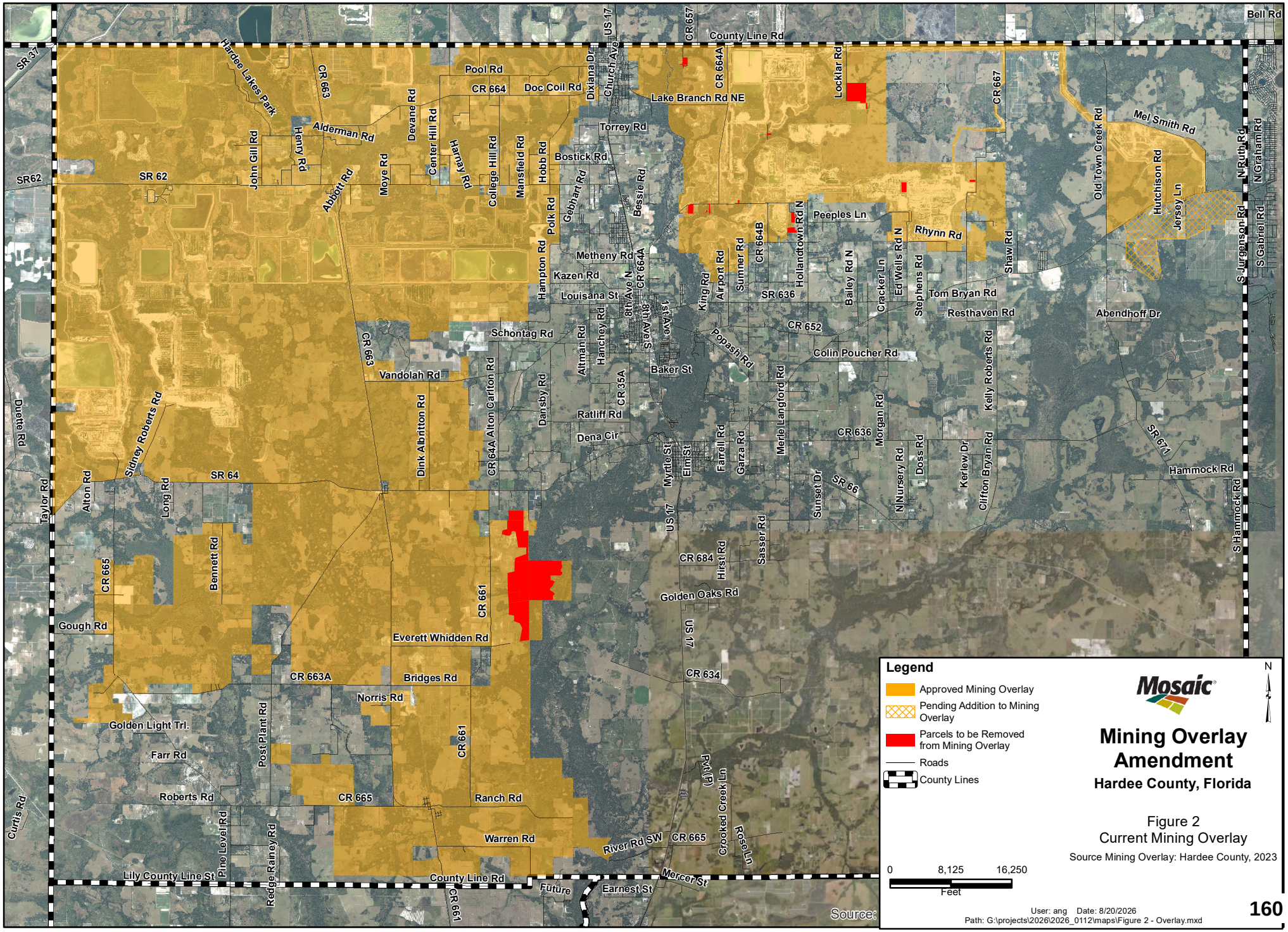
30-33-26-0000-05640-0000*	MOSAIC FERTILIZER LLC	0 PLATT RD WAUCHULA, FL 33873	0.8
36-34-24-0000-08120-0000	MOSAIC FERTILIZER LLC	0 MURPHY RD WAUCHULA, FL 33873	60.1
TOTAL ACREAGE PROPOSED FOR REMOVAL			**1499.8**

Note: Figure 2 illustrates the proposed Mining Overlay District amendment in its entirety.
* Only a portion of the parcel is proposed for removal.


Legend
Parcels to be Removed from Mining Overlay
Roads
County Lines
Mosaic
N
Mining Overlay Amendment
Hardee County, Florida
Figure 1
Aerial Photograph
Imagery Source: Mosaic 2025, ESRI 2023
0
8,125
16,250
Feet
User: ang Date: 8/20/2026
Path: G:\projects\2026\2026_0112\maps\Figure 1 - Aerial.mxd
Source:
Bell Rd
County Line Rd
Lake Branch Rd NE
Pool Rd
Doc Coil Rd
Torrey Rd
Bostick Rd
Peeples Ln
Rhynn Rd
Tom Bryan Rd
Resthaven Rd
Abendhoff Dr
Colin Poucher Rd
Schontag Rd
Vandolah Rd
Baker St
Ratliff Rd
Dena Cir
Metheny Rd
Kazen Rd
Louisana St
Golden Oaks Rd
Everett Whidden Rd
Bridges Rd
Norris Rd
Golden Light Trl.
Farr Rd
Roberts Rd
Warren Rd
River Rd SW
Lily County Line St
Future
Earnest St
Mercer St
Hammock Rd
SR 62
SR 64
SR 636
SR 671
CR 652
CR 636
CR 684
CR 634
CR 665
CR 661
CR 663A
CR 664
CR 664A
CR 664B
CR 667
CR 657
US 17
SR 37
Hardee Lakes Park
Alderman Rd
Abbott Rd
Moye Rd
Devane Rd
Center Hill Rd
Harney Rd
College Hill Rd
Mansfield Rd
Hobb Rd
Polk Rd
Gebhart Rd
Bessie Rd
Hampton Rd
Altman Rd
Hanchey Rd
Darisby Rd
Dink Albritton Rd
Alton Carlton Rd
Sidney Roberts Rd
Long Rd
Alton Rd
Taylor Rd
Bennett Rd
Gough Rd
Post Plant Rd
Pine Level Rd
Redge Rainey Rd
Curtis Rd
Ranch Rd
Crooked Creek Ln
Rose Ln
Myrtle St
Elm St
Farrell Rd
Garza Rd
Merle Langford Rd
Morgan Rd
Kelly Roberts Rd
Clifton Bryan Rd
Kerlew Dr
Doss Rd
N Nursery Rd
Sunset Dr
Sasser Rd
Hirst Rd
Airport Rd
King Rd
Sumner Rd
Hollandtown Rd N
Bailey Rd N
Cracker Ln
Ed Wells Rd N
Stephens Rd
Shaw Rd
Old Town Creek Rd
Mel Smith Rd
Hutchison Rd
Jersey Ln
N Ruth Rd
N Graham Rd
S Jurgenson Rd
S Gabriel Rd
S Hammock Rd
Locklar Rd
Church Ave
Dixiana Dr
8th Ave N
8th Ave S
1st Ave
Poppash Rd
Duette Rd
John Gill Rd
Henry Rd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Roads
County Lines
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N
Mining Overlay Amendment
Hardee County, Florida
Figure 2
Current Mining Overlay
Source Mining Overlay: Hardee County, 2023
0
8,125
16,250
Feet
User: ang Date: 8/20/2026
Path: G:\projects\2026\2026_0112\maps\Figure 2 - Overlay.mxd
Source:
SR 37
SR62
SR 62
SR 64
Hardee Lakes Park
CR 663
Alderman Rd
John Gill Rd
Henry Rd
Abbott Rd
Moye Rd
Devane Rd
Center Hill Rd
Harney Rd
College Hill Rd
Mansfield Rd
Hobb Rd
Pool Rd
CR 664
Doc Coil Rd
Dixiana Dr
Church Ave
US 17
CR 657
County Line Rd
Bell Rd
CR 664A
Lake Branch Rd NE
Locklar Rd
CR 667
Mel Smith Rd
Old Town Creek Rd
Hutchison Rd
Jersey Ln
N Ruth Rd
N Graham Rd
S Jurgenson Rd
S Gabriel Rd
Torrey Rd
Bostick Rd
Gebhart Rd
Bessie Rd
Polk Rd
Hampton Rd
Metheny Rd
Kazen Rd
Louisana St
8th Ave N
CR 664A
1st Ave
King Rd
Airport Rd
Sumner Rd
CR 664B
Hollandtown Rd N
Peeples Ln
Rhynn Rd
Shaw Rd
Bailey Rd N
Cracker Ln
Ed Wells Rd N
Stephens Rd
SR 636
Tom Bryan Rd
Resthaven Rd
Abendhoff Dr
CR 652
Colin Poucher Rd
Kelly Roberts Rd
Schontag Rd
CR 663
Vandolah Rd
Altman Rd
Hanchey Rd
Baker St
Popash Rd
CR 35A
Ratliff Rd
Dena Cir
Darisby Rd
CR 64A Alton Carlton Rd
Dink Albritton Rd
Sidney Roberts Rd
Duette Rd
Taylor Rd
Alton Rd
Long Rd
Bennett Rd
CR 665
Gough Rd
CR 661
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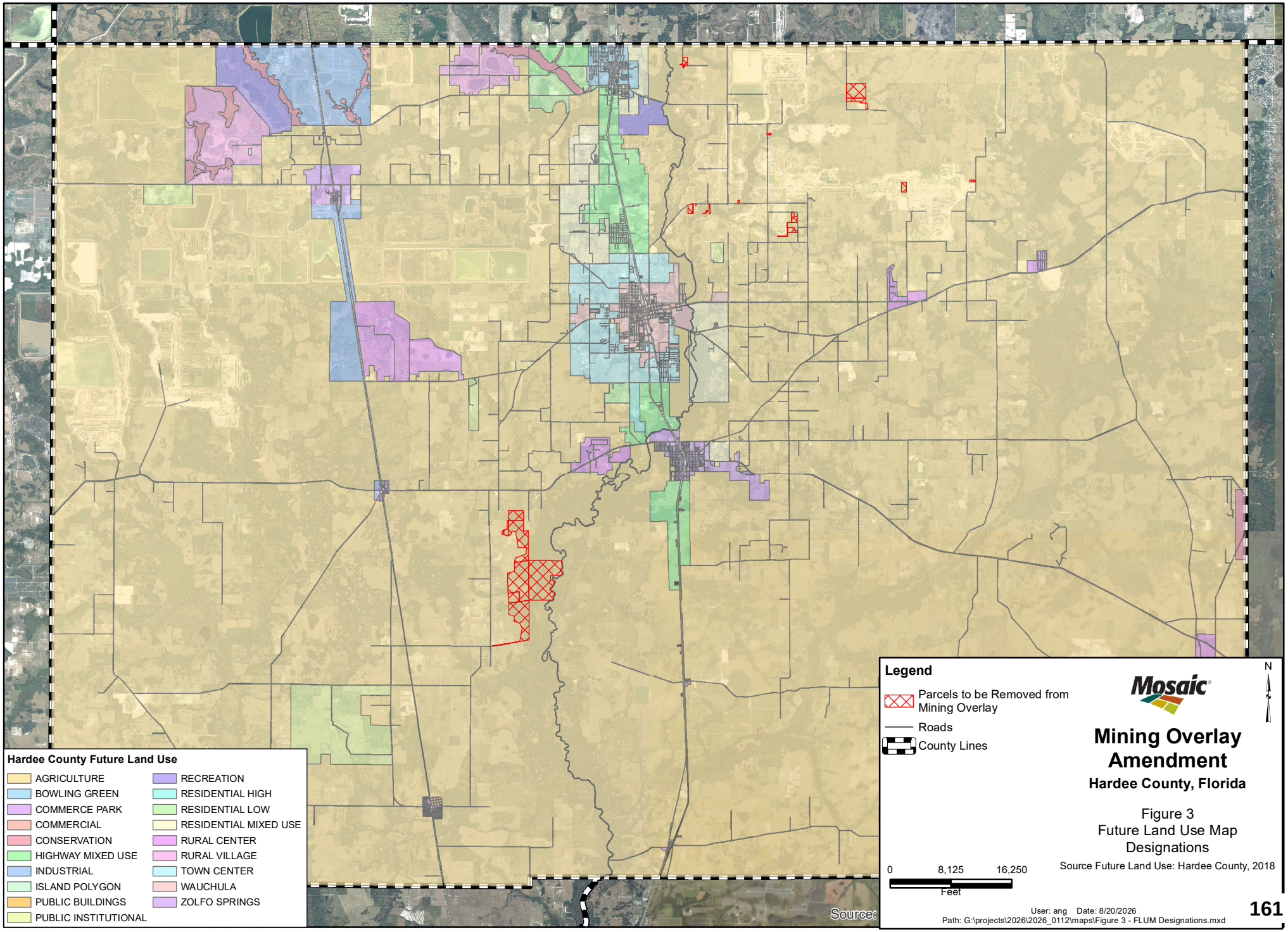
Bridges Rd
Norris Rd
Golden Light Trl.
Post Plant Rd
Farr Rd
Roberts Rd
Curtis Rd
Pine Level Rd
Redge Rainey Rd
Lily County Line St
Ranch Rd
Warren Rd
River Rd SW
Crooked Creek Ln
Rose Ln
Mercer St
Earnest St
Future
CR 691
Merle Langford Rd
Farrell Rd
Garza Rd
Myrtle St
Elm St
Morgan Rd
CR 636
Sunset Dr
SR 66
N Nursery Rd
Doss Rd
Kerlew Dr
Clifton Bryan Rd
SR 671
Hammock Rd
S Hammock Rd
Sasser Rd
Hirst Rd
CR 684
Golden Oaks Rd
US 17
CR 634
Payne Ln



Mosaic

Mining Overlay Amendment

Hardee County, Florida

Figure 3
Future Land Use Map Designations

Source Future Land Use: Hardee County, 2018

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ORDINANCE NO. 2027-03

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF HARDEE COUNTY, FLORIDA, RELATING TO MINING; AMENDING THE HARDEE COUNTY COMPREHENSIVE PLAN FUTURE LAND USE MAP SERIES TO AMEND THE MINING OVERLAY MAP; PROVIDING FOR CONFLICTS, SEVERABILITY, AND FOR AN EFFECTIVE DATE.

WHEREAS, Sections 163.3161 through 163.3215, Florida Statutes, the Community Planning Act, empowers and mandates Hardee County, Florida to plan for future development and growth and to adopt and amend comprehensive plans, or elements or portions thereof, to guide the future growth and development of the County; and

WHEREAS, pursuant to Section 163.3184, Florida Statutes, the County Commission held public hearings on Ordinance No. 2027-03 with due public notice having been provided, to obtain public comment, and considered all written and oral comments received during public hearings, including supporting documents; and

WHEREAS, in exercise of its authority the Hardee County Board of County Commissioners has determined it necessary to adopt amendments to the County's Comprehensive Plan, which are attached hereto as **Exhibit "A"** and by this reference made part hereof, to ensure that the Comprehensive Plan is in full compliance with the laws of the State of Florida; and

WHEREAS, in accordance with the procedures required by Sections 166.041(3)(c)(2), Florida Statutes, and other applicable law, the regulations contained within the ordinance were discussed during open public hearings, including supporting documents; and

WHEREAS, in accordance with the procedures required by Sections 166.041(3)(c)(2), Florida Statutes, and other applicable law, the regulations contained within this ordinance were considered by the County's Planning and Zoning Board, sitting as the Local Planning Agency (LPA) as designated by the County at a duly advertised public meeting on October 1, 2026, at which time interested parties and citizens had the

DRAFT

opportunity to be heard and such amendments were recommended to the Board of County Commissioners adoption; and

WHEREAS, in accordance with section 252.422(2)(b), Florida Statutes, this Ordinance does not impose any additional requirements or burdens, nor does it create any substantive rights nor hinder any existing permissible development activities; and

WHEREAS, in accordance with the Expedited State Review procedures required by Section 163.3184(3), the County transmitted the proposed amendment and supporting data and analysis to the applicable review agencies.

BE IT ORDAINED BY THE COUNTY COMMISSION OF HARDEE COUNTY, FLORIDA:[1]

Section 1. The provisions set forth in the recitals to this Ordinance (whereas clauses) are hereby adopted by the Board of County Commissioners as legislative findings and intent pertaining to this Ordinance.

Section 2. Hardee County hereby adopts the FLU Map 2 - Phosphate Mining Overlay in the Future Land Use Map Series.

Section 3. This Ordinance shall be codified in the Hardee County Comprehensive Plan. A certified copy of this enacting ordinance shall be located in the Office of the Clerk of the Court of Hardee County. The Clerk shall also make copies available to the public for a reasonable publication charge.

Section 4. If any provision of this Ordinance is for any reason held to be invalid or unconstitutional by any court of competent jurisdiction, such provision and such holding shall not affect the validity of any other provision, and to that end the provisions of this Ordinance hereby declared severable.

Section 5. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 6. That it is the intention of the Board, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Comprehensive Plan,

[1] Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words. Changes between first and second reading are indicated with ~~double strikethrough~~ and double underline.

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that the sections of this Ordinance may be renumbered or relettered to accomplish such intentions, and that the word Ordinance shall be changed to Section or other appropriate word.

Section 7. Effective Date. The effective date of these amendments, if the amendments are not timely challenged, shall be 31 days after the State Land Planning Agency notifies the local government that the plan amendment package is complete. If timely challenged, the amendments shall become effective on the date the State Land Planning Agency or the Administrative Commission enters a final order determining the adopted amendments to be in compliance. No development orders, development permits, or land uses dependent on these amendments may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administration Council, the amendments may nevertheless be made effective by adoption of a resolution affirming the effective status, a copy of which resolution shall be sent to the State Land Planning Agency.

INTRODUCED AND PASSED ON FIRST READING on first reading and public hearing at a regular meeting of the Board of County Commissioners held this _____ day of _____, 2026.

PASSED AND ADOPTED ON SECOND READING and public hearing with a quorum present and voting, by the Hardee County Commission, this __ day of _____, 2026.

[SIGNATURE PAGE TO FOLLOW]

DRAFT

NOEY A. FLORES, CHAIR

ATTEST:

VICTORIA L. ROGERS
EX-OFFICIO CLERK TO THE BOARD OF COUNTY COMMISSIONERS

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

SARAH JOHNSTON
COUNTY ATTORNEY

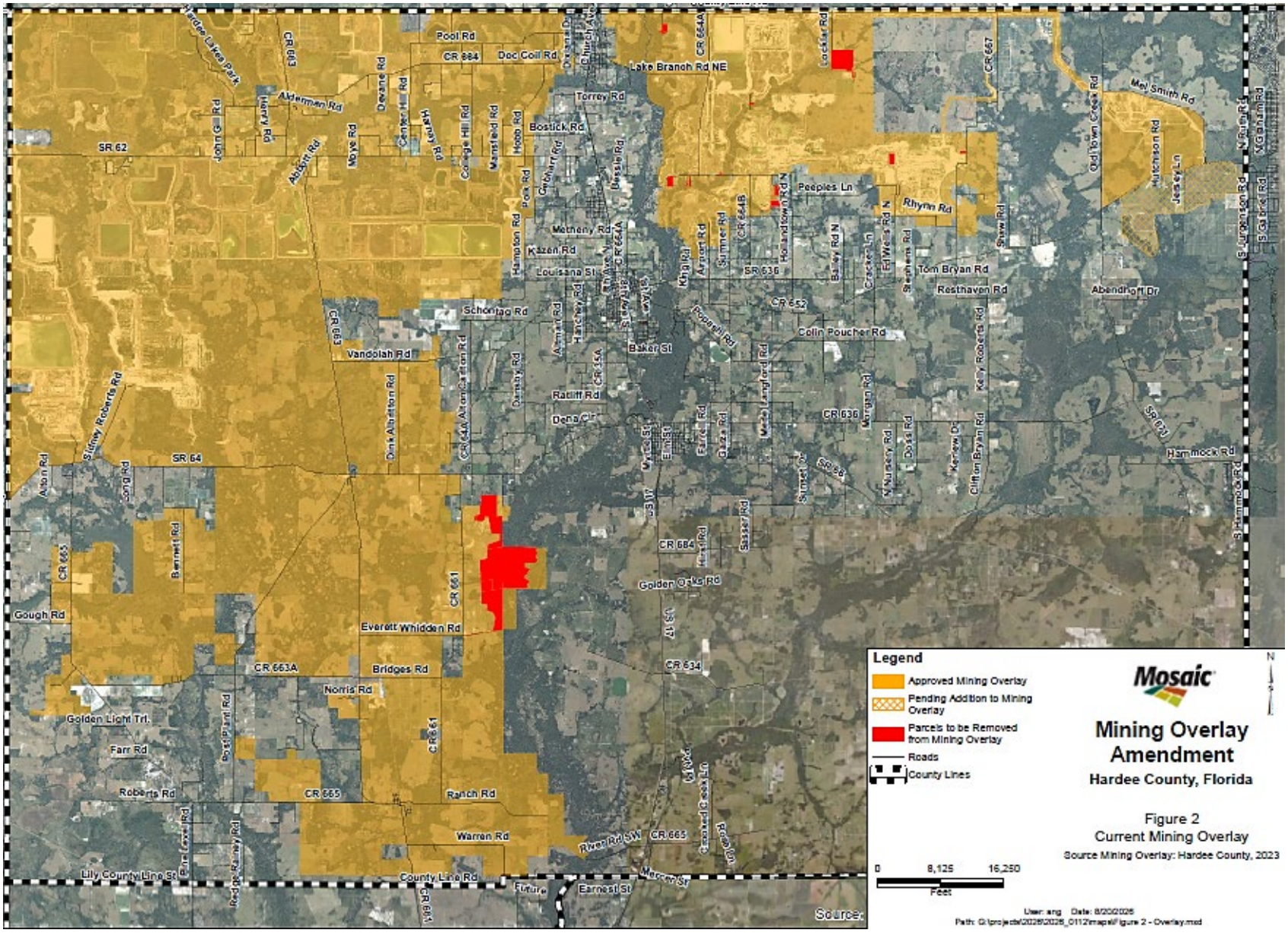
DRAFT

EXHIBIT A

Table 1
Hardee County Property Appraiser
List of Parcel IDs Proposed for Removal

Parcel ID Number	Owner	Physical Address	Acreage
01-35-24-0000-01310-0000*	MOSAIC FERTILIZER LLC	0 MURPHY RD WAUCHULA, FL 33873	16.0
01-35-24-0000-10020-0000*	MOSAIC FERTILIZER LLC	621 MURPHY RD WAUCHULA, FL 33873	189.2
01-35-24-0000-10020-0000*	MOSAIC FERTILIZER LLC	621 MURPHY RD WAUCHULA, FL 33873	2.6
03-33-25-0000-01250-0000*	SOUTH FT MEADE PARTNERSHIP L P	0 E COUNTY LINE RD BOWLING GREEN, FL 33834	14.5
03-33-25-0000-06230-0000*	MOSAIC FERTILIZER LLC	3731 FUSSELL RD BOWLING GREEN, FL 33834	0.6
03-33-25-0000-09070-0000*	MOSAIC FERTILIZER LLC	3697 FUSSELL RD BOWLING GREEN, FL 33834	0.3
03-33-25-0000-09100-0000*	MOSAIC FERTILIZER LLC	3707 FUSSELL RD BOWLING GREEN, FL 33834	1.1
07-35-25-0000-10020-0000	MOSAIC FERTILIZER LLC	0 MURPHY RD WAUCHULA, FL 33873	439.5
09-33-26-0000-01250-0000	MOSAIC FERTILIZER LLC	0 LOCKLAR RD BOWLING GREEN, FL 33834	119.5
09-33-26-0000-01250-0000	MOSAIC FERTILIZER LLC	0 LOCKLAR RD BOWLING GREEN, FL 33834	2.9
09-33-26-0000-01270-0000	MOSAIC FERTILIZER LLC	0 LOCKLAR RD BOWLING GREEN, FL 33834	29.8
12-35-24-0000-02430-0000*	MOSAIC FERTILIZER LLC	0 MURPHY RD WAUCHULA, FL 33873	269.9
12-35-24-0000-04920-0000*	MOSAIC FERTILIZER LLC	0 MURPHY RD ONA, FL 33865	44.2
13-35-24-0000-10010-0000*	MOSAIC FERTILIZER LLC	2125 MURPHY RD ONA, FL 33865	219.3
18-33-26-0000-02550-0000*	MOSAIC FERTILIZER LLC	0 BOYD COWART RD WAUCHULA, FL 33873	2.4
22-33-26-0000-08110-0000	MOSAIC FERTILIZER LLC	0 N ED WELLS RD WAUCHULA, FL 33873	19.9
24-33-25-0000-00800-0000*	MOSAIC FERTILIZER LLC	2965 HEARD BRIDGE RD WAUCHULA, FL 33873	1.8
24-33-26-0000-02550-0000	MOSAIC FERTILIZER LLC	1681 MAUDE RD WAUCHULA, FL 33873	5.0
26-33-25-0000-00030-0000*	MOSAIC FERTILIZER LLC	2270 HEARD BRIDGE RD WAUCHULA, FL 33873	18.3
26-33-25-0000-00330-0000*	SOUTH FT MEADE PARTNERSHIP L P	2648 HEARD BRIDGE RD WAUCHULA, FL 33873	0.4
26-33-25-0000-00330-0000*	SOUTH FT MEADE PARTNERSHIP L P	2648 HEARD BRIDGE RD WAUCHULA, FL 33873	0.0
26-33-25-0000-00330-0000*	SOUTH FT MEADE PARTNERSHIP L P	2648 HEARD BRIDGE RD WAUCHULA, FL 33873	0.4
26-33-25-0000-05390-0000*	MOSAIC FERTILIZER LLC	2564 HEARD BRIDGE RD WAUCHULA, FL 33873	4.3
26-33-25-0000-07110-0000*	MOSAIC FERTILIZER LLC	0 HEARD BRIDGE RD WAUCHULA, 33873	0.0
26-33-25-0000-07110-0000*	MOSAIC FERTILIZER LLC	0 HEARD BRIDGE RD WAUCHULA, 33873	0.9
30-33-26-0000-05620-0000	MOSAIC FERTILIZER LLC	3346 PLATT RD WAUCHULA, FL 33873	18.6
30-33-26-0000-05630-0000*	MOSAIC FERTILIZER LLC	3176 PLATT RD WAUCHULA, FL 33873	17.4
30-33-26-0000-05640-0000*	MOSAIC FERTILIZER LLC	0 PLATT RD WAUCHULA, FL 33873	0.8
36-34-24-0000-08120-0000	MOSAIC FERTILIZER LLC	0 MURPHY RD WAUCHULA, FL 33873	60.1
TOTAL ACREAGE PROPOSED FOR REMOVAL			**1499.8**

Note: Figure 2 illustrates the proposed Mining Overlay District amendment in its entirety.
* Only a portion of the parcel is proposed for removal.


Legend
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Parcels to be Removed from Mining Overlay
Roads
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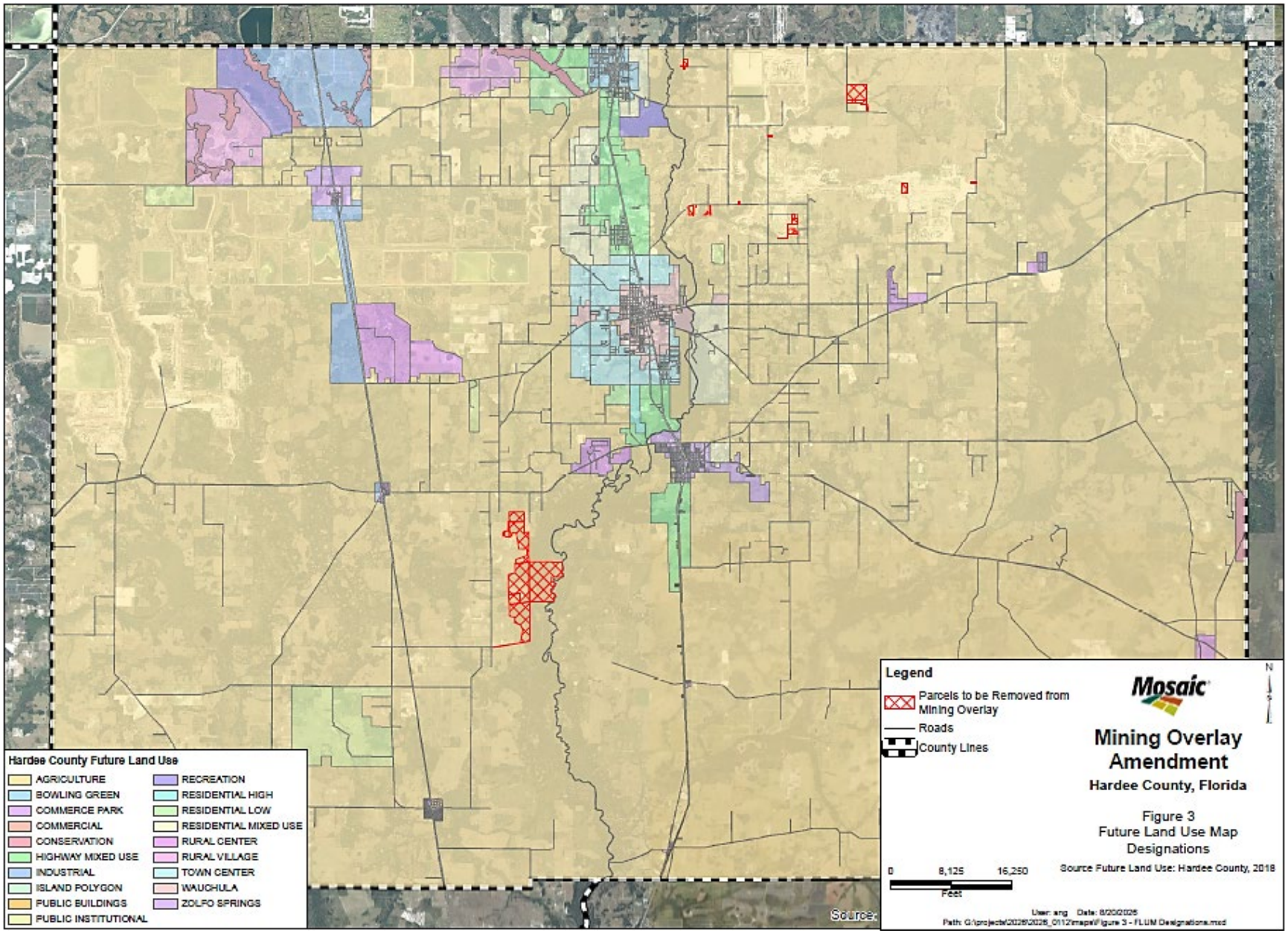
Mining Overlay Amendment
Hardee County, Florida
Figure 2
Current Mining Overlay
Source Mining Overlay: Hardee County, 2023
0
8,125
16,250
Feet
N
Pool Rd
CR 884
Doc Coil Rd
Lake Branch Rd NE
Torrey Rd
Bostick Rd
Aldermen Rd
SR 62
Peeples Ln
Rhyan Rd
Tom Bryan Rd
Resthaven Rd
Abendroth Dr
CR 652
Colin Poucher Rd
Schontag Rd
Vandolah Rd
Baker St
Ratliff Rd
Dena Ct
CR 636
Hammock Rd
SR 64
Sidney Roberts Rd
Bennett Rd
CR 665
Gough Rd
Everett Whidden Rd
CR 661
CR 663A
Bridges Rd
Norris Rd
Golden Light Trl
Farr Rd
Roberts Rd
Ranch Rd
Warren Rd
River Rd SW
County Line Rd
Lily County Line St
Ridge Ranch Rd
Golden Oaks Rd
CR 634
CR 684
Mercer St
Earnest St
Future
Source:


Hardee County Future Land Use
AGRICULTURE
BOWLING GREEN
COMMERCE PARK
COMMERCIAL
CONSERVATION
HIGHWAY MIXED USE
INDUSTRIAL
ISLAND POLYGON
PUBLIC BUILDINGS
PUBLIC INSTITUTIONAL
RECREATION
RESIDENTIAL HIGH
RESIDENTIAL LOW
RESIDENTIAL MIXED USE
RURAL CENTER
RURAL VILLAGE
TOWN CENTER
WAUCHULA
ZOLFO SPRINGS
Legend
Parcels to be Removed from Mining Overlay
Roads
County Lines
Mosaic
N
Mining Overlay Amendment
Hardee County, Florida
Figure 3
Future Land Use Map Designations
0
8,125
16,250
Feet
Source Future Land Use: Hardee County, 2018

Hardee County
Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered.

Ordinance 2027-01

Amending Map 2 of the Future Land Use Map series, Mining Overlay Map, of the Hardee County Comprehensive Plan.

This Business Impact Estimate is provided in accordance with section 125.66(3), Florida Statutes.

Question 1. Does the proposed ordinance meet one or more of the exceptions listed below? If so, then please check the applicable exception below and move to Question 2. If one or more boxes are checked below, this means the County is of the view that a business impact estimate is not required by section 125.66(3), Florida Statutes, for the proposed ordinance. If there is no applicable exception, proceed with completing the business impact estimate at Question 3.

☐ The proposed ordinance is required for compliance with Federal or State law or regulation;

☐ The proposed ordinance relates to the issuance or refinancing of debt;

☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;

☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;

☐ The proposed ordinance is an emergency ordinance;

☐ The ordinance relates to procurement; or

☐ The proposed ordinance is enacted to implement the following:

a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;

b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;

c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or

d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

Question 2. Based on the exception you selected above and in accordance with the provisions of the controlling law, please provide an explanation below of why the ordinance meets the exception(s).

N/A

Question 3. If there is no applicable exception, then this business impact estimate must be posted on the County's website by no later than the date the notice of the proposed ordinance enactment is published. This Business Impact Estimate may be revised following its initial posting. Proceed with completing the below Business Impact Estimate. In accordance, the County hereby publishes the following information:

A. Summary of the proposed ordinance (must include a statement of the public purpose to be served by the proposed ordinance, such as serving the public health, safety, morals and welfare of the County):

Amending the Hardee County Comprehensive Plan, Future Land Use Map series, Map 2, Mining Overlay Map of Hardee County; providing for transmittal to the Florida Department of Commerce for review and compliance; providing for severability; providing for conflict; and providing for an effective date.

B. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the County, including the following, if any:

(1) An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted;

No direct compliance costs are anticipated.

(2) Identification of any new charge or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible; and

No new fees or charges are proposed in the ordinance.

(3) An estimate of the County's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.

No new regulatory costs are anticipated.

(4) Any other direct economic impacts of the proposed ordinance on private, for-profit businesses in the County that are not covered by (1), (2), or (3):

No other economic impacts have been identified.

C. Good faith estimate of the number of businesses likely to be impacted by the ordinance:

n/a

D. Additional information the governing body deems useful (if any):

COMPREHENSIVE PLAN AMENDMENT

Request to Amend Map #2

Hardee County
FLORIDA

Agenda Item 26-66 as Ordinance No. 2027-03

Property Owner: Mosaic Fertilizer LLC

A request for a Large-Scale Comprehensive Plan Amendment to amend Map 2: Mining Overlay to remove approximately 1499 +/- acres of land.

Procedural Overview

Section 9.03.00 of the Hardee County Unified Land Development Code (ULDC) requires all comprehensive plan amendments to be reviewed by both the Planning and Zoning Board and the Board of County Commissioners, but defers to Florida Statutes concerning differentiation of types of comprehensive plan amendments, and the state review required thereof.

Hardee County
FLORIDA

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List of Parcel IDs Proposed for Removal

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01-35-24-0000-10020-0000*	MOSAIC FERTILIZER LLC	621 MURPHY RD WAUCHULA, FL 33873	2.6
03-33-25-0000-01250-0000*	SOUTH FT MEADE PARTNERSHIP L P	0 E COUNTY LINE RD BOWLING GREEN, FL 33834	14.5
03-33-25-0000-06230-0000*	MOSAIC FERTILIZER LLC	3731 FUSSELL RD BOWLING GREEN, FL 33834	0.6
03-33-25-0000-09070-0000*	MOSAIC FERTILIZER LLC	3697 FUSSELL RD BOWLING GREEN, FL 33834	0.3
03-33-25-0000-09100-0000*	MOSAIC FERTILIZER LLC	3707 FUSSELL RD BOWLING GREEN, FL 33834	1.1
07-35-25-0000-10020-0000	MOSAIC FERTILIZER LLC	0 MURPHY RD WAUCHULA, FL 33873	439.5
09-33-26-0000-01250-0000	MOSAIC FERTILIZER LLC	0 LOCKLAR RD BOWLING GREEN, FL 33834	119.5
09-33-26-0000-01250-0000	MOSAIC FERTILIZER LLC	0 LOCKLAR RD BOWLING GREEN, FL 33834	2.9
09-33-26-0000-01270-0000	MOSAIC FERTILIZER LLC	0 LOCKLAR RD BOWLING GREEN, FL 33834	29.8
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26-33-25-0000-00330-0000*	SOUTH FT MEADE PARTNERSHIP L P	2648 HEARD BRIDGE RD WAUCHULA, FL 33873	0.0
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26-33-25-0000-07110-0000*	MOSAIC FERTILIZER LLC	0 HEARD BRIDGE RD WAUCHULA, 33873	0.0
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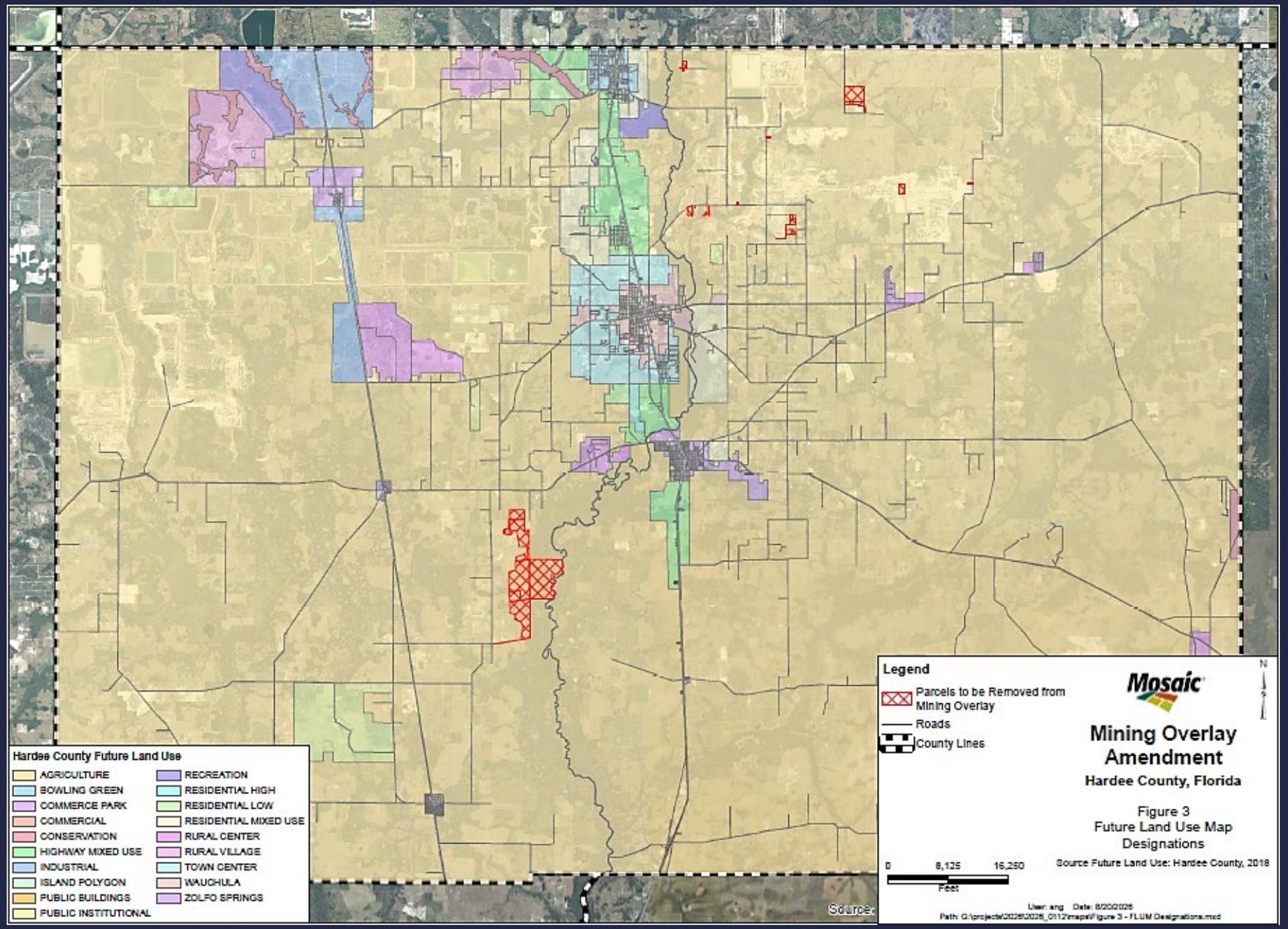
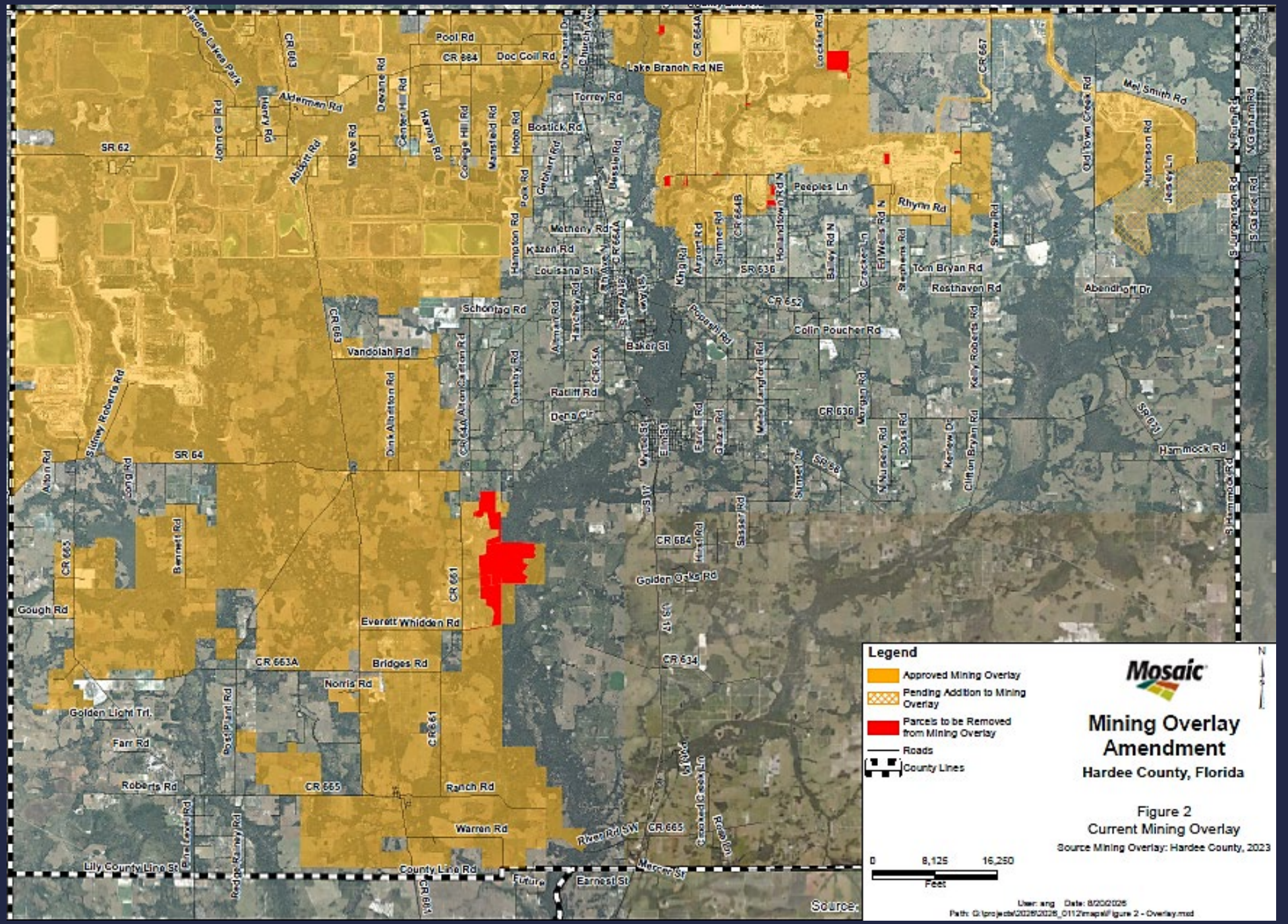
30-33-26-0000-05640-0000*	MOSAIC FERTILIZER LLC	0 PLATT RD WAUCHULA, FL 33873	0.8
36-34-24-0000-08120-0000	MOSAIC FERTILIZER LLC	0 MURPHY RD WAUCHULA, FL 33873	60.1
TOTAL ACREAGE PROPOSED FOR REMOVAL			**1499.8**

Note: Figure 2 illustrates the proposed Mining Overlay District amendment in its entirety.
* Only a portion of the parcel is proposed for removal.

Hardee County
FLORIDA



Hardee County FLORIDA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Feet
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CR 665
CR 665A
CR 661
CR 652
CR 634
CR 657
Pool Rd
Doc Coil Rd
Lake Branch Rd NE
Aldermen Rd
Torrey Rd
Bostick Rd
Methany Rd
Kazen Rd
Louisana St
Schontag Rd
Vandolah Rd
Baker St
Ratliff Rd
Dena Cir
Colin Poucher Rd
Peeples Ln
Rhyne Rd
Tom Bryan Rd
Resthaven Rd
Abendroth Dr
Hammock Rd
Golden Oaks Rd
Everett Whidden Rd
Bridges Rd
Norris Rd
Golden Light Trl
Farr Rd
Roberts Rd
Ranch Rd
Warren Rd
County Line Rd
Lily County Line St
Gough Rd
Bennett Rd
Sidney Roberts Rd
Long Rd
Anton Rd
Dink Albritton Rd
Alton Carlton Rd
Hancock Rd
Ramsey Rd
Sumner Rd
Holandtown Rd N
Bailey Rd N
Crocker Ln
Ed Wells Rd N
Stephens Rd
Kelly Roberts Rd
Clifton Bryan Rd
Morgan Rd
Dossi Rd
N Nursery Rd
Sasser Rd
Hurst Rd
Mule Langford Rd
Pickett Rd
Myrtle St
Ernest St
Summer Dr
Hampton Rd
Pork Rd
Mansfield Rd
College Hill Rd
Center Hill Rd
Devane Rd
Wayne Rd
Abbott Rd
Henry Rd
John G Rd
Hardee Lakes Park
Church Ave
Lockhart Rd
Odd Town Creek Rd
Mel Smith Rd
Hutchison Rd
Jessey Ln
S Gordon Rd
S Hammock Rd
Caldwell Creek Ln
Peace River Rd SW
Ridge Rd
Ridge Railway Rd
Blue Fox Rd
Future
Earnest St
Source:

RECOMMENDED ACTION

Staff and the Planning/Zoning Board recommend APPROVAL to the BOCC :



ORDINANCE 2027-03 –

A LARGE SCALE COMPREHENSIVE PLAN AMENDMENT TO MODIFY THE GENERALIZED MINING OVERLAY MAP TO REMOVE 1,499.8 +/- ACRES COMPRISED OF PARCELS , OR PORTIONS THEREOF, AS DESCRIBED IN TABLE 1.

Hardee County FLORIDA

Hardee County
FLORIDA

COMMUNITY DEVELOPMENT DEPARTMENT
110 South 9th Avenue — Wauchula, FL 33873
Telephone: (863) 767 1964

COURTESY NOTICE

September 18, 2026

Dear Applicant:

Your request for a Comprehensive Plan Amendment to the Future Land Use Map (Large Scale Series) to update the Phosphate Mining Overlay Map to remove all or a portion of the following parcels:

01-35-24-0000-01310-0000	09-33-26-0000-01250-0000
01-35-24-0000-10020-0000	09-33-26-0000-01270-0000
03-33-25-0000-01250-0000	12-35-24-0000-02430-0000
03-33-25-0000-06230-0000	12-35-24-0000-04920-0000
03-33-25-0000-09070-0000	13-35-24-0000-10010-0000
03-33-25-0000-09100-0000	18-33-26-0000-02550-0000
07-35-25-0000-10020-0000	22-33-26-0000-08110-0000
24-33-25-0000-00800-0000	30-33-26-0000-05620-0000
24-33-26-0000-02550-0000	30-33-26-0000-05630-0000
26-33-25-0000-00030-0000	30-33-26-0000-05640-0000
26-33-25-0000-00330-0000	36-34-24-0000-08120-0000
26-33-25-0000-05390-0000	26-33-25-0000-07110-0000

has been advertised for a public hearing.

Public Hearing schedule:

- Planning and Zoning Board Public Hearing **10/01/2026, 6:00 P.M. or as soon thereafter**
- Board of County Commissioners Public Hearing (tentative) **11/17/2026, 8:30 A.M. or as soon thereafter**

All public hearings will be held in the County Commissioners' Chambers, Room 102, Courthouse Annex, 412 West Orange Street, Wauchula, Florida.

Copies of the proposal are available for public inspection weekdays between 8:30 A.M. and 4:00 P.M. at the Community Development Department, 110 South 9th Avenue, Wauchula, Florida from the date of this Courtesy Notice through November 16, 2026. Please bring this letter with you.

All interested persons shall have the right to be heard, present evidence and witnesses, and to cross examine witnesses. In rendering its decision, the Board shall rely solely on testimony that is relevant and material, and any testimony given in the form of an opinion will not be relied upon unless given by a qualified witness.

Although minutes of the Public Hearing will be recorded, anyone wishing to appeal any decision made at the public hearings will need to ensure a verbatim record of the proceedings is made by a court reporter.

You are responsible to be present or provide a knowledgeable representative in your absence.

Sincerely,

- Hardee County Community Development Department

AGENDA ITEM NO. 15.A

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	November 17, 2026
SUBMITTED BY:	Brandy Crawford, Mining Department
ITEM TYPE:	Business Agenda - Action Items
AGENDA SECTION:	**BUSINESS AGENDA - Action Items:**
SUBJECT:	**Deb Butler, Mining Coordinator -** Resolution 2027-03

SUGGESTED ACTION:

- Motion to approve Resolution 2027-03, A Resolution of the Board of County Commissioners of Hardee County, Florida, approving a waiver and amendment of the alternative reclamation schedule for South Pasture Mine Reclamation Units SP-CB-01 and SP-PB-03; providing for authorization; and providing for an effective date.

ATTACHMENTS:

Mosaic South Pasture 2026 NOV Extension Request Memo Final.docx
Mosaic South Pasture Mine Permitting extension resolution 2027-06 Final.docx
Request_for_Waiver_Extension_of_Time_2026_1.docx.pdf
EXECUTED Resolution 2020-16.pdf
EXECUTED Reso 2024-83.pdf
Mosaic South Pasture Mine Extension of Reclamation Schedule Ad 11-05-26.docx

Hardee County FLORIDA

Mining Department

BOARD OF COUNTY COMMISSIONERS

NOEY FLORES
CHAIR, DISTRICT 2

TIM WELLS
VICE-CHAIR, DISTRICT 1

DONALD CHANCEY
DISTRICT 3

RUSSELL MELENDY
DISTRICT 4

KENNY MILLER
DISTRICT 5

DEB BUTLER
MINING COORDINATOR

CARRIE EDENFIELD
PERMITTING SPECIALIST II

MAILING ADDRESS
220 S 9th Ave
Wauchula, FL 33873

PHONE
863-773-0136

WEBSITE
hardeecountyfl.gov

To: Mr. John Eason, County Manager

From: Deb Butler, Mining Coordinator

Subject: Mosaic Fertilizer, South Pasture Mine
Request for Extension of Alternative Reclamation Schedule

Date: October 7, 2026

Mosaic Fertilizer, LLC submitted a request for an extension of time limits for the South Pasture Mine on August 13, 2026. The application is for an extension of time limits for the Alternative Reclamation Schedule pursuant to Resolution No. 2020-16 and subsequently amended by Resolution No.2024-83 (please find attached).

Resolution No. 2020-16 established the Alternative Reclamation Schedule for South Pasture Mine Reclamation Units SP-CB-01 and SP-PB-03. Mosaic submitted the initial permit applications required by the Alternative Reclamation Schedule in December 2022. During the County and Florida Department of Environmental Protection review process, additional permitting issues were identified, and revised applications were submitted in October 2023.

As the permit review progressed, it was determined that the applicable mining and reclamation permitting would be more appropriately addressed through a consolidated approach incorporating the adjacent Ona Mine with the South Pasture Mine. This approach accounts for the operational relationship between the mines, including the processing of matrix from the Ona Mine through the South Pasture Beneficiation Plant.

On October 17, 2024, the Board of County Commissioners adopted Resolution No. 2024-83, extending the permitting portion of the Alternative Reclamation Schedule through December 31, 2026. The physical reclamation requirements, including backfilling, recontouring, and initial revegetation, were not extended beyond the applicable December 31, 2024, deadline. The physical reclamation was completed within this timeframe.

In June 2025, Mosaic submitted the combined West Hardee Mine Complex application, which incorporates the applicable County mining and reclamation approvals for the Ona and South Pasture Mines, including the permitting matters associated with the reclamation redesign of South Pasture Mine Reclamation Units SP-CB-01 and SP-PB-03. Since its submission, the West Hardee Mine Complex application has remained under active review by County staff and other applicable reviewing agencies.

As part of the ongoing review process, staff and reviewing agencies have requested additional information from the applicant. The most recent (second) Request for Additional Information (RAI) was issued on July 17, 2026. Additional applicant responses, staff review, agency coordination, and processing will therefore be necessary before the applicable permits and approvals can be completed.

On August 13, 2026, Mosaic requested additional time to provide information in response to the County's second RAI and further submitted a request that the December 31, 2026, permitting deadline under Resolution 2020-16 be extended through December 31, 2027, to allow sufficient time to complete the ongoing West Hardee Mine Complex application process and obtain the applicable permits and approvals. The extension application is attached to this memorandum.

The requested extension applies only to the permitting portion of the Amended Alternative Reclamation Schedule. It does not reopen, modify, or extend any deadline applicable to backfilling, recontouring, initial revegetation, or other physical reclamation activities previously completed or required to be completed under Resolution Nos. 2020-16 and 2024-83.

Pursuant to Resolution Nos. 2020-16 and 2024-83 and Section 13.03.12 of the Hardee County Unified Land Development Code, the Board of County Commissioners may extend the time limits of the Amended Alternative Reclamation Schedule upon (i) application by the Operator, (ii) a showing that the Operator will suffer undue hardship if required to comply or if Operator demonstrates good cause; and (iii) a finding by the Board of County Commissioners that such extension will not result in increased adverse impacts nor be harmful to the health, safety, and welfare of the citizens of Hardee County.

If approved by the BoCC, a new resolution would need to be approved to extend the permitting deadline to December 31, 2027, with all other applicable terms and provisions of Resolution Nos. 2020-16 and 2024-83 remaining unchanged and in full force and effect.

Staff has found the extension application to be complete and recommends approval of the extension application and the accompanying Resolution 2027-03.

HARDEE COUNTY
RESOLUTION NO. 2027-03

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HARDEE COUNTY, FLORIDA, APPROVING A WAIVER AND AMENDMENT OF THE ALTERNATIVE RECLAMATION SCHEDULE FOR SOUTH PASTURE MINE RECLAMATION UNITS SP-CB-01 AND SP-PB-03; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on March 10, 2020, Mosaic Fertilizer LLC ("Mosaic" or "Operator") submitted an application for Waiver and Reclamation Schedule Extension to Hardee County ("County"), petitioning the Board to waive and extend the reclamation completion dates for South Pasture Mine Reclamation Units SP-CB-01 and SP-PB-03 consistent with certain unit-specific schedules (the "Alternative Reclamation Schedule"); and

WHEREAS, on May 7, 2020, the Board of County Commissioners (the "Board") adopted Resolution No. 2020-16, approving the Alternative Reclamation Schedule; and

WHEREAS, in December 2022, consistent with the Alternative Reclamation Schedule, Mosaic submitted to the County and Florida Department of Environmental Protection ("FDEP") applications to amend the Master Mining and Reclamation Plan ("MMRP"), Mining Major Special Exception Use Permit ("MMSE"), and Conceptual Reclamation Plan ("CRP") to allow for alternative reclamation designs in South Pasture Mine Reclamation Units SP-CB-01 and SP-PB-03; and

WHEREAS, in response to County and FDEP staff requests for permit amendments of significantly greater scope than those anticipated by the Alternative Reclamation Schedule, Mosaic submitted revised applications in October 2023; and

WHEREAS, Mosaic timely completed the backfilling, recontouring, and initial revegetation of all Reclamation Units contained within the Alternative Reclamation Schedule by December 31, 2024, and the extension approved by Resolution No. 2024-83 applied to the permitting portion of the Alternative Reclamation Schedule; and

WHEREAS, on October 17, 2024, the Board adopted Resolution No. 2024-83, approving an Application for Waiver and Extension of Time Limits and amending the Alternative Reclamation Schedule to require Mosaic to obtain all relevant permits for the

reclamation redesign of Reclamation Units SP-CB-01 and SP-PB-03 no later than December 31, 2026; and

WHEREAS, Resolution No. 2024-83 further provided that all terms of Resolution No. 2020-16 not modified by Resolution No. 2024-83 would remain in full force and effect and that the Board retained discretion to extend the time limits of the Amended Alternative Reclamation Schedule upon petition by the Operator consistent with Section 13.03.12 of the Unified Land Development Code ("ULDC"); and

WHEREAS, Resolution 2024-83, expressly retained the Board's authority to extend certain time limits in the Alternative Reclamation Schedule consistent with Section 13.03.12 of the ULDC; and

WHEREAS, in June 2025, Mosaic submitted a combined application to combine the Ona and South Pasture mines to be known as the "West Hardee Mine Complex," which inter alia addresses applicable County mining and reclamation approvals and incorporates the permitting matters associated with the reclamation redesign of South Pasture Mine Reclamation Units SP-CB-01 and SP-PB-03; and

WHEREAS, since its submission in June 2025, the West Hardee Mine Complex application has been actively undergoing review by County staff and other applicable reviewing agencies; and

WHEREAS, as part of the ongoing review process, additional information has been requested from Mosaic, with the most recent Request for Additional Information ("RAI") issued on July 17, 2026; and

WHEREAS, the July 17, 2026, RAI and September 30, 2026, RAI response reflects that the West Hardee Mine Complex application remains under active review and that additional applicant responses, staff review, agency coordination, and permitting processes will be necessary before the applicable permits and approvals can be completed; and

WHEREAS, because the permitting process remains ongoing, completion of all permitting requirements associated with the reclamation redesign of Reclamation Units

SP-CB-01 and SP-PB-03 by the current December 31, 2026, deadline is not reasonably anticipated; and

WHEREAS, Mosaic submitted an Application for Waiver and Extension of Time Limits on August 13, 2026, requesting that the permitting deadline established by the Alternative Reclamation Schedule in Resolution No. 2024-83 be extended from December 31, 2026, to December 31, 2027, to allow sufficient time for completion of the review process and issuance of the applicable permit and approvals for the West Hardee Mine Complex; and

WHEREAS, a notice of public hearing was published on XXXXXXX in a newspaper of local circulation; and

WHEREAS, on November 17, 2026, the Board held a duly-noticed public hearing on the Application for Waiver and Extension of Time Limits and has solicited, received, and considered all testimony, reports, comments, evidence, and recommendations; and

WHEREAS, the Board has determined that good cause has been demonstrated for a further waiver and extension of time with regard to the permitting requirements of the Alternative Reclamation Schedule, as previously amended by Resolution No. 2024-83 and that such a waiver and extension of time will neither result in adverse impacts nor be harmful to the health, safety and welfare of the citizens of the County, therefore, the requirements of Resolution No. 2020-16, Resolution No. 2024-83, and Section 13.03.12 of the ULDC, have been satisfied.

NOW THEREFORE, be it resolved, by the Board of County Commissioners of Hardee County, Florida, in a regular meeting assembled this 17th Day of November, 2026:

Section 1. **Recitals.** The above recitals are true and correct and are hereby incorporated into this Resolution by reference. The Recitals to Resolution Nos. 2020-16 and 2024-83 are also incorporated herein by reference.

Section 2. **Waiver Application**. The Application for Waiver and Extension of Time Limits and its supporting documentation dated August 13, 2026, are hereby incorporated into this Resolution by reference. The Application for Waiver and Extension

of Time Limits is hereby approved, subject to the conditions, terms, requirements and provisions set forth herein below.

Section 3. Consistency. The Project, as modified by this Resolution, is consistent with the Hardee County Comprehensive Plan and the ULDC.

Section 4. Settlement Agreement. Simultaneous with Resolution No. 2020-16, the County and Mosaic entered into a settlement agreement with regard to the Notice of Violation ("NOV") issued by the County on January 8, 2020, in which it was alleged that Mosaic failed to backfill and recontour Reclamation Units SP-CB-01 and SP-PB-03 consistent with specific condition 59 of Development Order 12-21 ("Settlement Agreement"). The Settlement Agreement was contingent on approval of Resolution No. 2020-16 and the Alternative Reclamation Schedule. The Alternative Reclamation Schedule was previously amended by Resolutions No. 2024-83. The County and Mosaic now agree that granting the Application for Waiver and Extension of Time Limits approved herein is consistent with the terms of Resolution No. 2020-16, Resolution 2024-83, and the Settlement Agreement and the Settlement Agreement will remain in full force and effect subject to the terms of this resolution.

Section 5. Amended Alternative Reclamation Schedule. Mosaic will obtain all relevant permits for the reclamation redesign of Reclamation Units SP-CB-01 and SP-PB-03 by no later than December 31, 2027, as detailed in Exhibit A to this Resolution, the Second Amended Alternative Reclamation Schedule. Other than as reflected in the Second Amended Alternative Reclamation Schedule, all other terms of Resolution Nos. 2020-16 and 2024-83 remain unchanged.

Section 6. Full Force and Effect. Except as modified by this Resolution all terms and provisions of Resolution Nos. 2020-16 and 2024-83 shall remain in full force and effect.

Section 7. Extension of Time Limits. The Board retains the discretion to extend the time limits of the Second Amended Alternative Reclamation Schedule upon petition by the Operator for a waiver and extension to same. An application for a waiver

and extension to the Second Amended Alternative Reclamation Schedule shall proceed in a manner consistent with Section 13.03.12 of the ULDC.

Section 8. **Effective Date.** This resolution shall take effect upon approval by the Board and signature by the Chairman.

DULY APPROVED AND ADOPTED this 17th day of November 2026, at the regular meeting of the Board of County Commissioners of Hardee County, Florida.

BOARD OF COUNTY COMMISSIONER
OF HARDEE COUNTY, FLORIDA

_____
Chair

ATTEST:

_____
Victoria L. Rogers,
Ex-Officio Clerk to the Board of County Commissioners

APPROVED AS TO FORM, CONTENT AND LEGAL SUFFICIENCY:

_____
BRYANT MILLER OLIVE, P.A.
COUNTY ATTORNEY

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The Mosaic Company
101 East Kennedy Blvd.
Suite 2500
Tampa, FL 33602
www.mosaicco.com

Tel 813-775-4200
Toll Free 800-918-8270

August 13, 2026

Deb Butler
Mining Coordinator
Hardee County
220 S. 9th Ave.
Wauchula, FL 33873

Re: Extension of Time Limits in Alternative Reclamation Schedule Pursuant to Resolution 2024-83

Dear Ms. Butler,

Pursuant to Resolution 2024-83 §§ 5 and 7, Mosaic Fertilizer respectfully submits this application for Board of County Commissioners approval to extend certain time limits in the Alternative Reclamation Schedule for South Pasture Mine Reclamation Units SP-CB-01 and SP PB-03. *See Resolution attached as Exhibit* --. Specifically, Mosaic requests an extension of the time limit associated with final issuance of permits for alternative reclamation design associated with these reclamation units. For the reasons that follow, Mosaic requests an extension through December 31, 2027.

Resolution 2024-83 §5 states, "[a]n application for a waiver and extension to the Alternative Reclamation Schedule shall proceed in a manner consistent with Section 3.14.02.12 of the ULDC." *(Note, ULDC Section 3.14.02.12 has been recodified as ULDC Section 13.03.12, however, the language was not changed.)* Section 13.03.12 provides in relevant part that the Board may grant a waiver "upon a showing that the Operator shall suffer undue hardship if required to comply or if Applicant/Operator demonstrates good cause, and upon a finding by the Board that such waiver will not result in increased adverse impacts nor be harmful to the health, safety and welfare of the citizens of Hardee County." As discussed below, the requested extension satisfies this standard.

The Alternative Reclamation Schedule requires that "Reclamation [be] complete by December 31, 2026." *Resolution 2024-83 Exhibit A.*

As you are aware, the Alternative Reclamation Schedule requires Mosaic to obtain all relevant permits necessary to complete the approved alternative reclamation design. Mosaic submitted proposed modifications to the Conceptual Reclamation Plan (CRP) and the Master Mining and Reclamation Plan (MMRP) and Mining Major Special Exception Use Permit (MMSE) to the Florida Department of Environmental Protection (FDEP) and Hardee County in December 2022, and received approvals on December 17, 2024, as required by the Alternative Reclamation Schedule. Those applications underwent

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substantial changes when staff requested Mosaic expand the scope of the applications to also include final as-builts for previous reclaimed areas across the South Pasture Mine, any other proposed changes to the reclamation plan, and to update the supporting mine-wide hydrology modeling. Revised applications consistent with the expanded scope were originally submitted in October 2023, but later withdrawn and then resubmitted as a consolidated West Hardee Mine Complex (South Pasture combined with Ona) in June 2025 after discussions with staff. We are still undergoing staff review with the most recent Request for Additional Information (RAI) received on July 17, 2026. Throughout the application review process, Mosaic worked with State and County staff to approve the initiation and completion of the reclamation redesign field work required by the Alternative Reclamation Schedule resulting in the projected timely completion of all substantive earthwork requirements by December 2024.

Based on the complexity and scope of the most recent RAI, it is Mosaic's understanding from staff that hearings to approve the pending applications will not be able to take place by the December 2026 deadline to complete all activities under the Alternative Reclamation Schedule. For this reason alone an extension of the time limits in Resolution 2024-83 is appropriate to accommodate the projected hearing schedule.

Continued on-the-ground compliance with the revised reclamation plan as preliminarily approved by FDEP and Hardee County staff, and the timeline set forth in the Alternative Reclamation Schedule, ensures no adverse environmental impacts from the delayed permitting schedule. Continued reclamation progress consistent with a plan supported by scientific modeling and best management practices similarly ensures there will be no threat to the health, safety and welfare of the citizens of Hardee County while the administrative process is extended.

As Mosaic has demonstrated good cause to approve the delayed completion of permit approvals and that delayed completion of permit approvals will not result in any adverse environmental effects or jeopardize the health, safety, and welfare of the residents of Hardee County, Mosaic respectfully requests the Board of Commissioners of Hardee County consider this request for waiver and extension of time limits as contemplated by Resolution 2024-83.

Sincerely,

DocuSigned by:

1B5C0FCDD867434...

Russell Schweiss
Senior Director of Land and Resource Management

cc:
Gary Blitch- Mosaic
Lisa Lannon- Mosaic
Shelley Thornton- Mosaic

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Michelle Tickles- Mosaic
Lauren Brooks- Mosaic
Vinette Godelia- Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A.

HARDEE COUNTY
RESOLUTION NO. 2020-16

HARDEE CLERK TO BOARD
MAY 27 '20 PM12:17

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HARDEE COUNTY, FLORIDA, APPROVING A WAIVER AND EXTENSION OF THE MINING RECLAMATION SCHEDULE FOR SOUTH PASTURE MINE RECLAMATION UNITS SP-CB-01 AND SP-PB-03 AND SOUTH PASTURE MINE EXTENSION RECLAMATION UNIT SPX-BC-03; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on September 25, 2012, the Hardee County ("**County**") Board of County Commissioners (the "**Board**") issued Resolution No. 12-21 ("**DO 12-21**"), which is a Development of Regional Impact Development Order for the South Pasture Mine and the South Pasture Mine Extension (the "**Project**");

WHEREAS, DO 12-21 contains specific conditions governing when reclamation activities, including sand backfilling and initial contouring, must be initiated and completed for certain mined areas at the South Pasture Mine and the South Pasture Mine Extension;

WHEREAS, Condition 59 of DO 12-21 requires the mine operator, Mosaic Fertilizer, LLC ("**Mosaic**" or "**Operator**"), to complete sand backfilling within three years of completing mineral extraction and Section 14.02.06(C)(07)a of the County's Uniform Land Development Code ("U**LDC**") requires completion of reclamation within four years of completing mine operations for South Pasture Mine Reclamation Units SP-CB-01 and SP-PB-03, and for South Pasture Mine Extension Reclamation Unit SPX-BC-03;

WHEREAS, due to adverse market conditions, Mosaic temporarily idled its South Pasture Beneficiation Plant in September of 2018, which has made sand tailings temporarily unavailable for use in backfilling reclamation activities at the South Pasture Mine and the South Pasture Mine Extension;

WHEREAS, due to this change, on June 14, 2019, Mosaic submitted to the County a letter including a plan and revised mining and reclamation schedule for the South Pasture Mine, which was not approved by the County;

WHEREAS, on January 8, 2020, the County issued a Notice of Violation ("**NOV**") to Mosaic, in which it was alleged that Mosaic failed to backfill and recontour Reclamation Units SP-CB-01 and SP-PB-03 consistent with specific condition 59 of DO 12-21;

WHEREAS, the ULDC provides, in Section 3.14.02.12, that upon application by the mine operator, the Board may "waive any portion of these regulations as to the Operator's project, upon a showing that the Operator shall suffer undue hardship if required to comply or if Applicant/Operator demonstrates good cause, and upon a finding by the Board that such waiver will not result in increased adverse impacts nor be harmful to the health, safety and welfare of the citizens of Hardee County";

WHEREAS, the ULDC also authorizes the Board, in Section 3.14.02.06(C)(07)d. of the ULDC, to "grant a more lengthy reclamation schedule, if there are circumstances outside the Applicant's/Operator's control that delays the reclamation process";

WHEREAS, DO 12-21 conditions 26, 37, 55, and 59 also all acknowledge that the timing and sequence of mining and reclamation can change and give the Board authority to extend mining and reclamation deadlines;

WHEREAS, consistent with Sections 3.14.02.12 and 3.14.02.06(C)(07)d. of the ULDC and DO 12-21 conditions 26, 37, 55, and 59, Mosaic submitted an "Application for Waiver and Reclamation Schedule Extension" to the County on March 10, 2020 (the "**Waiver Application**"), which petitions the Board to waive and extend the reclamation completion dates for South Pasture Mine Reclamation Units SP-CB-01 and SP-PB-03 and for South Pasture Mine Extension Reclamation Unit SPX-BC-03, in accordance with the unit-specific schedules attached hereto as **Exhibit "A"** (the "**Alternative Reclamation Schedule**");

WHEREAS, notice of public hearing was published on April 23, 2020 in a newspaper of local circulation;

WHEREAS, on May 7, 2020, the Board held a duly-noticed public hearing on the Waiver Application and has solicited, received, and considered all testimony, reports, comments, evidence, and recommendations from interested citizens, County agencies, and Mosaic;

WHEREAS, based upon the testimony, reports, comments, evidence, and recommendations received from interested citizens, County agencies, and Mosaic, the Board has determined that good cause has been demonstrated for a waiver of the four-year reclamation standard in Section 3.14.02.06(C)(07)a. of the ULDC and that such waiver will neither result in increased adverse impacts nor be harmful to the health, safety and welfare of the citizens of the County;

WHEREAS, based upon the testimony, reports, comments, evidence, and recommendations received from interested citizens, County agencies, and Mosaic, the Board has also determined that an extension of the reclamation schedules for South Pasture Mine Reclamation Units SP-CB-01 and SP-PB-03 , and for South Pasture Mine Extension Reclamation Unit SPX-BC-03to the schedules set forth in the Alternative Reclamation Schedule is justified;

WHEREAS, the BOCC has determined that the Waiver Application submitted by Mosaic satisfies the criteria for same contained in Sections 3.14.02.12 and 3.14.02.06(C)(07)d. of the ULDC and DO 12-21 specific conditions 26, 37, 55, and 59;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF HARDEE COUNTY, FLORIDA, IN A REGULAR MEETING ASSEMBLED THIS 7th DAY OF MAY, 2020:

1. Recitals. The above recitals are true and correct and are hereby incorporated into this Resolution by reference.

2. Waiver Application. The Waiver Application and its supporting documentation, including but not limited to the RAI response dated April 1, 2020, are hereby incorporated into this Resolution by reference. The Waiver Application is hereby approved, subject to the conditions, terms, requirements and provisions set forth herein below.

3. Consistency. The Project, as modified by this Resolution, is consistent with the Hardee County Comprehensive Plan (the "**Plan**") and the ULDC.

4. Settlement Agreement. With respect to the alleged violations identified in the NOV, due to the cost, delay, and uncertainty associated with potential litigation, the County and Mosaic shall, simultaneously with the adoption of this Resolution, enter into a settlement agreement which shall result in full and complete settlement of the alleged violations identified in the NOV. This waiver is contingent upon timely and full compliance with the terms of the Settlement Agreement.

5. Alternative Reclamation Schedule. The reclamation schedules for South Pasture Mine Reclamation Units SP-CB-01 and SP-PB-03 and South Pasture Mine Extension Reclamation Unit SPX-BC-03 are hereby modified in accordance with the Alternative Reclamation Schedule attached hereto and incorporated herein as **Exhibit "A"**. Mosaic shall report to the Board the status of actions completed, as provided in the Alternative Reclamation Schedule, at each Annual Unit Review for the Project. Additionally, Mosaic shall provide written status reports to the County every ninety (90) days until the Alternative Reclamation Schedule is completed to the point of initial revegetation.

6. Force Majeure.

a. Operator shall perform the actions identified in the Alternative Reclamation Schedule within the time limits set forth and approved in same, unless the performance is prevented or delayed solely by events which constitute a Force Majeure event, or if the time limits are extended by the County. A Force Majeure event is defined as any event arising from causes beyond the reasonable control of the Operator, which could not be overcome by due diligence and which delays or prevents the performance of an action required by the Alternative Reclamation Schedule within the specified time period.

b. If Operator believes that a Force Majeure event has affected Operator's ability to perform any action required under the Alternative Reclamation Schedule, Operator shall notify the County Mining Coordinator in writing within seven (7) calendar days of the event. The notice shall include a discussion of what action has been affected; the specific cause of the delay; the length or estimated duration of the delay; and any measures taken or planned by the Operator to prevent or minimize the delay and a schedule for implementation of such measures.

c. If the Board agrees that the conditions constitute a Force Majeure event, then the deadline for the affected action shall be extended by the amount of

time of the delay caused by the event. Operator shall coordinate with the County to determine when to begin or resume operations that were affected by the Force Majeure event.

7. Extension of Time Limits. The Board retains the discretion to extend the time limits set forth and approved in the Alternative Reclamation Schedule upon petition by the Operator for a waiver and extension to same. An application for a waiver and extension to the Alternative Reclamation Schedule shall proceed in a manner consistent with Section 3.14.02.12 of the ULDC.

8. Stipulated Civil Penalties.

a. If Operator fails to timely fulfill any requirement contained in the Alternative Reclamation Schedule, or the failure to timely submit a written status report every ninety (90) days as provided in Paragraph 5 herein above, and upon receipt of written demand from the County, Operator shall pay a stipulated civil penalty to the County. Unless assessment of stipulated penalties is waived or excused by the County in accordance with this Resolution, the amount of the penalty shall be as follows:

i. For Day 1 up to and including Day 30 of noncompliance, $500.00 per day;
ii. For Day 31 up to and beyond of noncompliance, $1,000 per day.
iii. The County retains the discretion to reduce the amount of stipulated civil penalties assessed against the Operator.

b. The County may demand stipulated civil penalties at any time after violations occur. The Board, in its sole discretion, may waive any stipulated civil penalties. Any such waiver with respect to any violation shall not be construed as a waiver of the County's rights to stipulated civil penalties with respect to any other violation. Operator shall pay stipulated civil penalties within 30 days of the County's issuance of written demand for payment.

c. Operator shall make all payments required by this Order by cashier's check, corporate check, or money order. Payment instruments shall be made payable as directed by the County.

d. Any disputes concerning the amount of stipulated civil penalties , or the underlying violation giving rise to the fees, that cannot be resolved by the Mining Coordinator and the Operator pursuant to the Force Majeure provisions, shall be resolved by the Board.

9. Full Force and Effect. Except as modified by this Resolution, the existing reclamation schedules for all South Pasture Mine and South Pasture Mine Extension reclamation units shall remain in full force and effect.

10. Waiver Not Establishing Precedent. The approval by the Board of the Application for Waiver, including the extension of reclamation schedules effected thereby, is limited strictly

to the facts and circumstances asserted in the Application for Waiver, and shall not be construed as the County's endorsement of, and does not establish precedent for, the granting of a waiver, or extending reclamation schedules, based on any other circumstances, including, but not limited to, any other similar facts and circumstances involving challenging or adverse market or economic conditions. Further, nothing herein should be construed as an endorsement by the County of the conduct on the part of Mosaic leading up the issuance of the NOV or the submittal of the Application for Waiver.

11. Compliance. Upon rendering this decision, the Board deems South Pasture Mine Reclamation Units SP-CB-01 and SP-PB-03 and South Pasture Mine Extension Reclamation Unit SPX-BC-03 in compliance.

12. Effective Date. This Resolution shall take effect upon approval by the Board of County Commissioners and signature by the Chairman.

DULY PASSED AND ADOPTED IN REGULAR SESSION BY THE BOARD OF COUNTY COMMISSIONERS OF HARDEE COUNTY, FLORIDA, THIS 7th OF MAY, 2020.

BOARD OF COUNTY COMMISSIONERS
OF HARDEE COUNTY, FLORIDA

Rick Knight

RICK KNIGHT, CHAIRMAN

ATTEST:

Victoria L Rogers 05/21/2020

VICTORIA L. ROGERS, EX-OFFICIO
CLERK TO THE BOARD OF COUNTY
COMMISSIONERS

EXHIBIT "A"

ALTERNATIVE RECLAMATION SCHEDULE FOR SOUTH PASTURE MINE RECLAMATION UNITS SP-CB-01 AND SP-PB-03 AND SOUTH PASTURE MINE EXTENSION RECLAMATION UNIT SPX-BC-03

Reclamation Unit[1]	Waiver Schedule
SP-CB-01	**2020 Ongoing -March 31, 2021** • Evaluate reclamation design alternatives to reduce sand requirements to the extent possible and to utilize available on-site materials - Evaluate potential to add lake acres - Evaluate relocation of mitigation wetlands while maintaining required mitigation acres within the permitted SP mine site • Complete supporting hydrology modeling (flood modeling and wetland hydroperiod modeling) to demonstrate alternative designs and utilization of available backfill materials (overburden) will maintain hydrologic functions and not cause offsite flooding - Conduct drilling/sampling of overburden sources to determine soil properties and hydraulic conductivities - Evaluate hydrographic surveys to determine pit bottom elevations - Survey of downstream conveyances • Complete water balance analysis to determine stormwater/wastewater management needs for blending to meet NPDES discharge requirements. • Present viable design alternatives to USACE, FDEP, and County and any hydrologic function implications resulting from land form revisions (i.e. sand backfill to pure overburden) • Develop time line and schedule for submittal of applications to County, FDEP, and USACE to obtain approvals for alternative reclamation design • Finalize design revisions based on comments and input from County, FDEP, and USACE
	June 2021 – December 31, 2022 • Submit permit applications to County, FDEP and USACE for approval of alternative reclamation design; copies of FDEP and USACE applications will be shared with County Staff; Applications will be submitted to County, FDEP and USACE within ninety (90) days of receiving tentative approval via agency consultation • Once all permit approvals are obtained, initiate construction and other actions required by County, FDEP and USACE permits

[1] The "SP" designation refers to the South Pasture Mine; the "SPX" designation refers to the South Pasture Mine Extension.

	January 2023 - December 31, 2024 (Completion) • Implementation of alternative reclamation plan as determined by available resources (including site preparation and dewatering, if applicable) • Reclamation complete by December 31, 2024
SP-PB-03	**2020 Ongoing - March 31, 2021** • Continue sand backfilling via dredging from the ISA stand stockpile; continue dredging until all available sand is removed; • Evaluate reclamation design alternatives to utilize all available onsite backfill materials - Evaluate potential to increase lake acres - Evaluate relocation of mitigation wetlands while maintaining required mitigation acres within the permitted SP mine site • Complete supporting hydrology modeling (flood modeling and wetland hydroperiod modeling) to demonstrate alternative designs using all available backfill materials will maintain hydrologic functions and not cause offsite flooding - Conduct drilling/sampling of overburden sources to determine soil properties and hydraulic conductivities - Conduct hydrographic surveys to determine pit bottom elevations - Survey of downstream conveyances • Present viable design alternatives to USACE, FDEP, and County and any hydrologic function implications resulting from landform revisions (i.e. sand reduction) • Develop time line and schedule for submittal of applications to County, FDEP and USACE to obtain approvals for alternative reclamation design • Finalize design revisions upon securing tentative approvals from County, FDEP and USACE based on agency consultation
	June 2021 - December 31, 2022 • Continue backfill from identified sand sources where possible • Develop permit applications for submittal to County, FDEP and USACE to obtain approvals for alternative reclamation design; copies of FDEP and USACE applications will be shared with County Staff; Applications will be submitted to County, FDEP and USACE within ninety (90) days of receiving tentative approval via agency consultation • Once all permit approvals are obtained, initiate construction and other actions required by County, FDEP and USACE permits
	January 2023 - December 31, 2024 (Completion) • Continue and complete implementation of construction and other actions required by County, FDEP and USACE permits for the alternative reclamation design • Complete backfill and contouring from identified material sources • Reclamation complete by December 31, 2024

SPX-BC-03	**2020 Ongoing - December 31, 2022** • Continue constructing a push-pit at the northeast corner of the future WC-3 clay storage area footprint to pump excess sand to SPX-BC-03. • Initiate backfill and contouring
	January 2023 - December 31, 2024 (Completion) • Complete backfill and contouring from all identified onsite material sources • Extend sand tailings line from Four Corners beneficiation plant to deliver sand tailings if additional backfill material is needed • Reclamation complete on or before December 31, 2024

HARDEE CLERK TO BOARD
OCT 21 '24 AM10:53

HARDEE COUNTY
RESOLUTION NO. 2024-83

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HARDEE COUNTY, FLORIDA, APPROVING A WAIVER AND AMENDMENT OF THE ALTERNATIVE RECLAMATION SCHEDULE FOR SOUTH PASTURE MINE RECLAMATION UNITS SP-CB-01 and SP-PB-03; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on March 10, 2020, Mosaic Fertilizer LLC ("Mosaic" or "Operator") submitted an application for Waiver and Reclamation Schedule Extension to Hardee County ("County"), petitioning the Board of County Commissioners (the "Board") to waive and extend the reclamation completion dates for South Pasture Mine Reclamation Units SP-CB-01 and SP-PB-03 consistent with certain unit-specific schedules (the "Alternative Reclamation Schedule"); and

WHEREAS, on May 7, 2020, the Board adopted Resolution No. 2020-16, approving the Alternative Reclamation Schedule (attached hereto as Exhibit "A" and incorporated herein by reference); and

WHEREAS, in December 2022, consistent with the Alternative Reclamation Schedule, Mosaic submitted to the County and Florida Department of Environmental Protection ("FDEP") applications to amend the Master Mining and Reclamation Plan ("MMRP"), Mining Major Special Exception Use Permit ("MMSE"), and Conceptual Reclamation Plan ("CRP") to allow for alternative reclamation designs in South Pasture Mine Reclamation Units SP-CB-01 and SP-PB-03; and

WHEREAS, in response to County and FDEP staff requests for permit amendments of significantly greater scope than those anticipated by the Alternative Reclamation Schedule, Mosaic submitted revised applications in October 2023; and

WHEREAS, responding to those requests, in combination with accounting for the Alternative Reclamation Schedule, necessarily raised additional issues in the review process and review of the revised applications and completion of all activities under the Alternative Reclamation Schedule will not be completed for

consideration by the Board at a public hearing before the December 2024 deadline; and

WHEREAS, additionally, Mosaic is in the process of preparing applications to amend the MMRP and MMSE to consolidate and streamline mining operations in the County and, for efficiency, these amendments should be consolidated with the permit amendments required under the Alternative Reclamation Schedule; and

WHEREAS, during the CRP, MMRP and MMSE application review process, Mosaic worked diligently and in good faith with FDEP and County staff to meet the Alternative Reclamation Schedule, but, due to the permitting complexities described above, now finds that it will be exceedingly difficult to meet the December 31, 2024, deadline of the permitting portion of the Alternative Reclamation Schedule; and

WHEREAS, the backfilling, recontouring and initial revegetation of all Reclamation Units contained within the Alternative Reclamation Schedule shall be completed by the December 31, 2024, deadline; and

WHEREAS, Resolution No. 2020-16 Section 7, grants the Board the authority to extend certain time limits in the Alternative Reclamation Schedule consistent with Section 13.03.12, Unified Land Development Code; and

WHEREAS, Mosaic submitted an Application for Waiver and Extension of Time Limits on August 29, 2024; and

WHEREAS, a notice of public hearing was published on October 3, 2024, in a newspaper of general circulation; and

WHEREAS, on October 17, 2024, the Board held a duly-noticed public hearing on the Application for Waiver and Extension of Time Limits and has solicited, received, and considered all testimony, reports, comments, evidence, and recommendations; and

WHEREAS, the Board has determined that good cause has been demonstrated for a waiver and extension of time with regard to the permitting requirements of the Alternative Reclamation Schedule and that such a waiver and extension of time will neither result in adverse impacts nor be harmful to the health, safety and welfare of the citizens of the County.

NOW THEREFORE, be it resolved, by the Board of County Commissioners of Hardee County, Florida, in a regular meeting assembled this 17th Day of October, 2024:

Section 1. Recitals. The above recitals are true and correct and are hereby incorporated into this Resolution by reference and the Recitals to Resolution No. 2020-16 are also incorporated herein by reference.

Section 2. Waiver Application and Approval. The Application for Waiver and Extension of Time Limits and its supporting documentation are hereby incorporated into this Resolution by reference. The Application for Waiver and Extension of Time Limits is hereby approved, subject to the conditions, terms, requirements and provisions set forth herein below.

Section 3. Consistency. The Project, as modified by this Resolution, is consistent with the Hardee County Comprehensive Plan and the ULDC.

Section 4. Settlement Agreement. Simultaneous with Resolution No. 2020-16, the County and Mosaic entered into a settlement agreement with regard to the Notice of Violation ("NOV") issued by the County on January 8, 2020, in which it was alleged that Mosaic failed to backfill and recontour Reclamation Units SP-CB-01 and SP-PB-03 consistent with specific condition 59 of DO 12-21 ("Settlement Agreement"). The Settlement Agreement was contingent on approval of Resolution No. 2020-16 and the Alternative Reclamation Schedule. The County and Mosaic now agree that granting the Application for Waiver and Extension of Time Limits approved herein is consistent with the terms of Resolution No. 2020-16 and the Settlement Agreement and the Settlement Agreement will remain in full force and effect subject to the terms of this Resolution.

Section 5. Amended Alternative Reclamation Schedule. Mosaic will obtain all relevant permits for the reclamation redesign of Reclamation Units SP-CB-01 and SP-PB-03 by no later than December 31, 2026, as detailed in Exhibit A to this Resolution, the Amended Alternative Reclamation Schedule. Other than as reflected in the Amended Alternative Reclamation Schedule, all other terms of Resolution No. 2020-16 remain unchanged.

Section 6. Full Force and Effect. Except as modified by this Resolution all terms and provisions of Resolution 2020-16 shall remain in full force and effect.

Section 7. Extension of Time Limits. The Board retains the discretion to extend the time limits of the Amended Alternative Reclamation Schedule upon petition by the Operator for a waiver and extension to same. An application for a waiver and extension to the Amended Alternative Reclamation Schedule shall proceed in a manner consistent with Section 13.03.12, ULDC and all applicable ULDC provisions.

Section 8. **Compliance.** Upon rendering this decision, the Board deems South Pasture Mine Reclamation Units SP-CB-01 and SP-PB-03 in compliance.

Section 9. **Effective Date.** This Resolution shall take effect upon approval by the Board and signature by the Chairman.

DULY APPROVED AND ADOPTED this 17th day of October 2024, at the regular meeting of the Board of County Commissioners of Hardee County, Florida.

BOARD OF COUNTY COMMISSIONERS
OF HARDEE COUNTY, FLORIDA

D. Renee Wyatt, Chair

ATTEST:

Victoria L. Rogers
Ex-Officio Clerk to the Board of County Commissioners
Board Approved: 10/17/2024
Date: 10/22/2024

APPROVED AS TO FORM, CONTENT AND LEGAL SUFFICIENCY:

Sarah Johnston, County Attorney

EXHIBIT "A"

AMENDED ALTERNATIVE RECLAMATION SCHEDULE FOR SOUTH PASTURE MINE RECLAMATION UNITS SP-CB-01 AND SP-PB-03 AND SOUTH PASTURE MINE EXTENSION RECLAMATION UNIT SPX-BC-03

Reclamation Unit[1]	Waiver Schedule
SP-CB-01	**2020 Ongoing -March 31, 2021** • Evaluate reclamation design alternatives to reduce sand requirements to the extent possible and to utilize available on-site materials - Evaluate potential to add lake acres - Evaluate relocation of mitigation wetlands while maintaining required mitigation acres within the permitted SP mine site • Complete supporting hydrology modeling (flood modeling and wetland hydroperiod modeling) to demonstrate alternative designs and utilization of available backfill materials (overburden) will maintain hydrologic functions and not cause offsite flooding - Conduct drilling/sampling of overburden sources to determine soil properties and hydraulic conductivities - Evaluate hydrographic surveys to determine pit bottom elevations - Survey of downstream conveyances • Complete water balance analysis to determine stormwater/wastewater management needs for blending to meet NPDES discharge requirements. • Present viable design alternatives to USACE, FDEP, and County and any hydrologic function implications resulting from land form revisions (i.e. sand backfill to pure overburden) • Develop time line and schedule for submittal of applications to County, FDEP, and USACE to obtain approvals for alternative reclamation design • Finalize design revisions based on comments and input from County, FDEP, and USACE
	June 2021 – December 31, 2022 • Submit permit applications to County, FDEP and USACE for approval of alternative reclamation design; copies of FDEP and USACE applications will be shared with County Staff; Applications will be submitted to County, FDEP and USACE within ninety (90) days of receiving tentative approval via agency consultation • Once all permit approvals are obtained, initiate construction and other actions required by County, FDEP and USACE permits

[1] The "SP" designation refers to the South Pasture Mine; the "SPX" designation refers to the South Pasture Mine Extension.

	January 2023 - December 31, 2024 (Completion) • Implementation of alternative reclamation plan as determined by available resources (including site preparation and dewatering, if applicable) • Reclamation complete by December 31, 2024
SP-PB-03	**2020 Ongoing - March 31, 2021** • Continue sand backfilling via dredging from the ISA stand stockpile; continue dredging until all available sand is removed; • Evaluate reclamation design alternatives to utilize all available onsite backfill materials - Evaluate potential to increase lake acres - Evaluate relocation of mitigation wetlands while maintaining required mitigation acres within the permitted SP mine site • Complete supporting hydrology modeling (flood modeling and wetland hydroperiod modeling) to demonstrate alternative designs using all available backfill materials will maintain hydrologic functions and not cause offsite flooding - Conduct drilling/sampling of overburden sources to determine soil properties and hydraulic conductivities - Conduct hydrographic surveys to determine pit bottom elevations - Survey of downstream conveyances • Present viable design alternatives to USACE, FDEP, and County and any hydrologic function implications resulting from landform revisions (i.e. sand reduction) • Develop time line and schedule for submittal of applications to County, FDEP and USACE to obtain approvals for alternative reclamation design • Finalize design revisions upon securing tentative approvals from County, FDEP and USACE based on agency consultation
	June 2021 - December 31, 2026~~2~~ • ~~Continue backfill from identified sand sources where possible~~ • Develop permit applications for submittal to County, FDEP and USACE to obtain approvals for alternative reclamation design; copies of FDEP and USACE applications will be shared with County Staff; Applications will be submitted to County, FDEP and USACE ~~within ninety (90) days of receiving tentative approval via agency consultation~~by June 2025. • ~~Once~~ Obtain all permit approvals ~~are obtained, initiate construction and other actions required~~ by County, FDEP and USACE ~~permits~~ by December 31, 2026.
	January 2023 - December 31, 2024 (Completion) • Continue and complete implementation of construction and other actions ~~required by County, FDEP and USACE permits for the alternative reclamation design~~ • Complete backfill and contouring from identified material sources

	• Reclamation complete by December 31, 2024
SPX-BC-03	**2020 Ongoing - December 31, 2022** • Continue constructing a push-pit at the northeast corner of the future WC-3 clay storage area footprint to pump excess sand to SPX-BC-03. • Initiate backfill and contouring
	January 2023 - December 31, 2024 (Completion) • Complete backfill and contouring from all identified onsite material sources • Extend sand tailings line from Four Corners beneficiation plant to deliver sand tailings if additional backfill material is needed • Reclamation complete on or before December 31, 2024

CAMERA-READY AD
Advertise 11:05--The Herald-Advocate

DO NOT PRINT ON CLASSIFIED PAGES
If any questions please call prior to printing
863-773-0136

Bill and Send Statement & Affidavit of Publication to:
Deb Butler
Hardee County Mining Coordinator
220 South 9th Avenue, Wauchula, FL 33873-2832

NOTICE OF PUBLIC HEARING

There will be a meeting of the

HARDEE COUNTY
BOARD OF COUNTY COMMISSIONERS

TO CONSIDER A WAIVER AND AMENDMENT OF THE ALTERNATIVE RECLAMATION SCHEDULE FOR SOUTH PASTURE MINE RECLAMATION UNITS SP-CB-01 and SP-PB-03

Thursday, November 17, 2026
at 8:30 A.M.

or as soon thereafter at the Hardee County Board of County Commission Chambers, Room 102, Courthouse Annex, 412 West Orange Street, Wauchula, Florida

Copies of the documents relating to this matter are available for public inspection during regular office hours at the office of the Hardee County Mining Coordinator, 220 South Ninth Avenue, Wauchula, Florida, Monday through Friday between the hours of 8:30 A.M. and 3:00 P.M. All interested persons shall have the right to be heard. In rendering its decision, the Board shall rely solely on testimony that is relevant and material. Although minutes of the Public Hearing will be recorded anyone wishing to appeal any decision made at the public hearing will need to ensure a verbatim record of the proceedings is made by a court reporter.

This is a Disabled-Accessible facility. Any disabled person needing to make special arrangements should contact the County Manager's Office at least two (2) working days prior to the public hearing.

Noey Flores, Chairman
Board of County Commissioners **11:05**

AGENDA ITEM NO. 15.B

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	November 17, 2026
SUBMITTED BY:	Brandy Crawford, Grants Management Department
ITEM TYPE:	Business Agenda - Action Items
AGENDA SECTION:	**BUSINESS AGENDA - Action Items:**
SUBJECT:	**Lorie Ayers, General Services Director & Stacy Smith, Grants Manager -** USDOT Protect Grant Application

SUGGESTED ACTION:

- Motion to ratify the submission and acceptance of the United States Department of Transportation (USDOT) Promoting Resilient Operations for Transformative, Efficient and Cost-Saving Transportation (PROTECT) grant application for the replacement of Dansbury, Hendry, Fish Branch and Griffin Road Bridges in the amount of $16,426,774 with a cash match not to exceed $4,106,695; authorizing the County Manager or Chair to sign any necessary documents in furtherance thereof, and to expend funds as provided for in the grant application and agreement.

ATTACHMENTS:

BOCC_Ratification_Memo_10.08.26.pdf
Preview-WS01769399-FHWA-PROT-26-001 (1).pdf

Hardee County
FLORIDA

GRANTS MANAGEMENT

BOARD OF COUNTY COMMISSIONERS

NOEY FLORES
CHAIR, DISTRICT 2

TIM WELLS
VICE CHAIR, DISTRICT 1

DONALD CHANCEY
DISTRICT 3

RUSSELL MELENDY
DISTRICT 4

KENNY MILLER
DISTRICT 5

STACY SMITH
GRANTS MANAGER

CHRISTIAN HARDMAN
GRANTS SPECIALIST

TYRE HAGWOOD
GRANTS SPECIALIST

MIA CRAWFORD
GRANTS SPECIALIST

MAILING ADDRESS
412 West Orange Street
Suite 201
Wauchula, FL 33873

PHONE
863-773-6349

WEBSITE
hardeecountyfl.gov

To: John Eason, County Manager

From: Stacy Smith, Grants Manager

Subject: Ratification of Submission of the USDOT PROTECT Grant Program Grant Application

Date: November 17, 2026

Staff requests Board ratification of the submission of a grant application to the United States Department of Transportation (USDOT) through the Promoting Resilient Operations for Transformative, Efficient, and Cost-Saving Transportation (PROTECT) Competitive Grant Program. The application was submitted to meet the grant deadline and seeks funding for the replacement of four county bridges: Dansby Road Bridge, Hendry Road Bridge, Fish Branch Road Bridge, and Griffin Road Bridge.

The County has submitted a single, unified application encompassing all four bridge replacement projects. By combining these projects into one application, the County presented a stronger and more competitive proposal that reflects the collective importance of these infrastructure improvements to the County's transportation network.

The proposed project will improve the resilience, safety, and reliability of the County's transportation network by replacing aging bridge structures vulnerable to flooding and storm damage with modern, elevated bridges designed to withstand future weather events.

The application requests $16,426,774. in federal funding toward a total project cost of $20,533,469., with a required local match of $4,106,695. if awarded.

Staff recommend ratification of the previously submitted USDOT PROTECT Grant Program application.

Application for Federal Assistance SF-424

* 1. Type of Submission:
- [ ] Preapplication
- [x] Application
- [ ] Changed/Corrected Application

* 2. Type of Application:
- [x] New
- [ ] Continuation
- [ ] Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

* 3. Date Received: Completed by Grants.gov upon submission.

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier: FL

8. APPLICANT INFORMATION:

* a. Legal Name: Hardee County Board of County Commissioners

* b. Employer/Taxpayer Identification Number (EIN/TIN): 59-6000632

* c. UEI: Q11TSMH2P7X6

d. Address:

* Street1: 412 W Orange St

Street2:

* City: Wauchula

County/Parish: Hardee

* State: FL: Florida

Province:

* Country: USA: UNITED STATES

* Zip / Postal Code: 33873-2869

e. Organizational Unit:

Department Name:

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

* First Name: Lorie

Middle Name:

* Last Name: Ayers

Suffix:

Title: General Services Director

Organizational Affiliation: County of Hardee

* Telephone Number: 863-773-6349

Fax Number:

* Email: lorie.ayers@hardeecountyfl.gov

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

DOT Federal Highway Administration

11. Assistance Listing Number:

Assistance Listing Title:

*** 12. Funding Opportunity Number:**

FHWA-PROT-26-001

* Title:

FYs 2024 through 2026 - Promoting Resilient Operations for Transformative, Efficient, and Cost-saving Transportation (PROTECT) Competitive Grant Program Notice of Funding Opportunity

13. Competition Identification Number:

FHWA-PROT-26-001-127749

Title:

FY24-26 PROTECT NOFO

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment | Delete Attachment | View Attachment

*** 15. Descriptive Title of Applicant's Project:**

Hardee County Bridge Replacement Projects (Dansby Road, Hendry Road, Fish Branch Road, and Griffin Road)

Attach supporting documents as specified in agency instructions.

Add Attachments | Delete Attachments | View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant: FL-018 * b. Program/Project: FL-018

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment | Delete Attachment | View Attachment

17. Proposed Project:

* a. Start Date: 10/01/2027 * b. End Date: 04/01/2030

18. Estimated Funding ($):

* a. Federal	16,426,774.00
* b. Applicant	0.00
* c. State	0.00
* d. Local	4,106,695.00
* e. Other	0.00
* f. Program Income	0.00
* g. TOTAL	20,533,469.00

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

☐ a. This application was made available to the State under the Executive Order 12372 Process for review on .

☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☒ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment | Delete Attachment | View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)**

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Mr. * First Name: Noey

Middle Name:

* Last Name: Flores

Suffix:

* Title: Chair

* Telephone Number: 863-773-6430 Fax Number:

* Email: bcc@hardeecounty.gov

* Signature of Authorized Representative: Completed by Grants.gov upon submission. * Date Signed: Completed by Grants.gov upon submission.

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

OMB Number: 4040-0013
Expiration Date: 06/30/2028

1. * Type of Federal Action:

- [ ] a. contract
- [x] b. grant
- [ ] c. cooperative agreement
- [ ] d. loan
- [ ] e. loan guarantee
- [ ] f. loan insurance

2. * Status of Federal Action:

- [ ] a. bid/offer/application
- [x] b. initial award
- [ ] c. post-award

3. * Report Type:

- [x] a. initial filing
- [ ] b. material change

4. Name and Address of Reporting Entity:

[x] Prime [ ] SubAwardee

** Name:* Hardee County Board of County Commissioners

** Street 1:* 412 W Orange St *Street 2:*

** City:* Wauchula *State:* FL: Florida *Zip:* 33873

Congressional District, if known: FL-018

5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime:

6. * Federal Department/Agency:

DOT/FHWA

7. * Federal Program Name/Description:

Assistance Listing Number, *if applicable:*

8. Federal Action Number, *if known:*

9. Award Amount, *if known:*

$

10. a. Name and Address of Lobbying Registrant:

Prefix: ** First Name:* Lorie *Middle Name:*

** Last Name:* Ayers *Suffix:*

** Street 1:* 412 W Orange St *Street 2:* Ste 201

** City:* Wauchula *State:* FL: Florida *Zip:* 33873-2869

b. Individual Performing Services (including address if different from No. 10a)

Prefix: ** First Name:* Lorie *Middle Name:*

** Last Name:* Ayers *Suffix:*

** Street 1:* 412 W Orange St *Street 2:* Ste 201

** City:* Wauchula *State:* FL: Florida *Zip:* 33873-2869

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

*** Signature:** Completed on submission to Grants.gov

***Name:** *Prefix:* Mr. ** First Name:* Noey *Middle Name:*

** Last Name:* Flores *Suffix:*

Title: Chair **Telephone No.:** 863-773-9430 **Date:** Completed on submission to Grants.gov

Federal Use Only:

Authorized for Local Reproduction
Standard Form - LLL (Rev. 7-97)

OMB Number: 4040-0013
Expiration Date: 06/30/2028

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

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

If any 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 commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

* APPLICANT'S ORGANIZATION	Hardee County Board of County Commissioners
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
Prefix:	Mr.
* First Name:	Noey
Middle Name:	
* Last Name:	Flores
Suffix:	
* Title:	Chair
* SIGNATURE:	Completed on submission to Grants.gov
* DATE:	Completed on submission to Grants.gov

Key Contacts Form

*** Applicant Organization Name:**

Hardee County Board of County Commissioners

Enter the individual's role on the project (e.g., project manager, fiscal contact).

*** Contact 1 Project Role:** Project Manager

Prefix:

* First Name: Christopher

Middle Name:

* Last Name: Simpron

Suffix:

Title: Assistant County Manager

Organizational Affiliation:

Hardee County

* Street1: 205 Hanchey Road

Street2:

* City: Wauchula

County: Hardee

* State: FL: Florida

Province:

* Country: USA: UNITED STATES

* Zip / Postal Code: 33873-2869

* Telephone Number: 863-473-4130

Fax:

* Email: christopher.simpron@hardeecountyfl.gov

BUDGET INFORMATION - Construction Programs

NOTE: Certain Federal assistance programs require additional computations to arrive at the Federal share of project costs eligible for participation. If such is the case, you will be notified.

COST CLASSIFICATION	a. Total Cost	b. Costs Not Allowable for Participation	c. Total Allowable Costs (Columns a-b)
1. Administrative and legal expenses	$	$	$
2. Land, structures, rights-of-way, appraisals, etc.	$	$	$
3. Relocation expenses and payments	$	$	$
4. Architectural and engineering fees	$ 2,672,766.00	$	$ 2,672,766.00
5. Other architectural and engineering fees	$	$	$
6. Project inspection fees	$	$	$
7. Site work	$	$	$
8. Demolition and removal	$ 975,841.00	$	$ 975,841.00
9. Construction	$ 13,296,934.00	$	$ 13,296,934.00
10. Equipment	$	$	$
11. Miscellaneous	$	$	$
12. SUBTOTAL *(sum of lines 1-11)*	$ 16,945,541.00	$	$ 16,945,541.00
13. Contingencies	$ 3,587,928.00	$	$ 3,587,928.00
14. SUBTOTAL	$ 20,533,469.00	$	$ 20,533,469.00
15. Project (program) income	$	$	$
16. TOTAL PROJECT COSTS *(subtract #15 from #14)*	$ 20,533,469.00	$	$ 20,533,469.00

FEDERAL FUNDING

17. Federal assistance requested, calculate as follows: (Consult Federal agency for Federal percentage share.) Enter the resulting Federal share.	Enter eligible costs from line 16c Multiply X 80 %	$ 16,426,775.20

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009
Expiration Date: 06/30/2028

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant:, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29) U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statue(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statue(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.

14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).

18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
Completed on submission to Grants.gov	Chair
APPLICANT ORGANIZATION	DATE SUBMITTED
Hardee County Board of County Commissioners	Completed on submission to Grants.gov

SF-424D (Rev. 7-97) Back

ATTACHMENTS FORM

Instructions: On this form, you will attach the various files that make up your grant application. Please consult with the appropriate Agency Guidelines for more information about each needed file. Please remember that any files you attach must be in the document format and named as specified in the Guidelines.

Important: Please attach your files in the proper sequence. See the appropriate Agency Guidelines for details.

1) Please attach Attachment 1	Hardee County Protect Applica	Add Attachment	Delete Attachment	View Attachment
2) Please attach Attachment 2	Bridge Budgets.pdf	Add Attachment	Delete Attachment	View Attachment
3) Please attach Attachment 3	Fish Branch Road Bridge Inspe	Add Attachment	Delete Attachment	View Attachment
4) Please attach Attachment 4	Griffin Road Bridge Inspectio	Add Attachment	Delete Attachment	View Attachment
5) Please attach Attachment 5	Hendry Rd and Dansby Rd Bridg	Add Attachment	Delete Attachment	View Attachment
6) Please attach Attachment 6	Bridge Firmettes.pdf	Add Attachment	Delete Attachment	View Attachment
7) Please attach Attachment 7	Hardee County Bridge Map.pdf	Add Attachment	Delete Attachment	View Attachment
8) Please attach Attachment 8	Fish Branch Road Bridge BCA.p	Add Attachment	Delete Attachment	View Attachment
9) Please attach Attachment 9	Griffin Road Bridge BCA.pdf	Add Attachment	Delete Attachment	View Attachment
10) Please attach Attachment 10	Hendry Road and Dansby Road B	Add Attachment	Delete Attachment	View Attachment
11) Please attach Attachment 11	Assurances for Construction P	Add Attachment	Delete Attachment	View Attachment
12) Please attach Attachment 12		Add Attachment	Delete Attachment	View Attachment
13) Please attach Attachment 13		Add Attachment	Delete Attachment	View Attachment
14) Please attach Attachment 14		Add Attachment	Delete Attachment	View Attachment
15) Please attach Attachment 15		Add Attachment	Delete Attachment	View Attachment

Fiscal Years 2024 through 2026 Promoting Resilient Operations for Transformative, Efficient, and Cost-Saving Transportation Competitive Grant Program
Resilience Grant Application Template

This is the Resilience Grant Application Template for the Promoting Resilient Operations for Transformative, Efficient, and Cost-Saving Transportation (PROTECT) Competitive Grant Program Fiscal Years 2024 through 2026 Notice of Funding Opportunity (NOFO).

Submission of this Application Template is required as part of a complete application package. The Application Template, in conjunction with the allowable attachments and standard forms, should provide all information necessary for U.S. Department of Transportation (DOT), the Federal Highway Administration (FHWA) to determine if the project satisfies the eligibility requirements described in NOFO Section B and to evaluate the criteria specified in NOFO Section F. DOT will consider applications submitted without the completed template as incomplete and will not review the submission. DOT encourages applicants to review the NOFO in its entirety to verify their project is eligible and ensure all required information is provided with their application.

Summary

Project Title	Hardee County Bridge Replacement Projects (Dansby Road, Hendry Road, Fish Branch Road, and Griffin Road)
Lead Applicant Name	Hardee County Board of County Commissioners
Lead Applicant Type	Select from the below statutory eligible applicants: ☐ A State or political subdivision of a State. ☐ A metropolitan planning organization. ☒ A unit of local government. ☐ A special purpose district or public authority with a transportation function, including a port authority. ☐ A federally recognized Indian Tribe (as defined in Section 207(m)(1)). ☐ A Federal land management agency that applies jointly with a State or group of States. ☐ A multi-State or multijurisdictional group of entities described above.
Type of Grant(s)	☒ Resilience Improvement ☐ Community Resilience and Evacuation Route ☐ At-Risk Coastal Infrastructure
Eligible Activities	**Resilience Improvement Grants (23 United States Code (U.S.C.) § 176(d)(4)(A)(ii)):** ☒ Resurfacing, restoring, rehabilitating, replacing, improving, or realigning a facility eligible for assistance under this program (see eligible facilities in the row below). ☐ Incorporating natural infrastructure.

	☒ Upgrading existing surface transportation facilities to meet/exceed FHWA design standards. ☐ Installing flood mitigation measures. ☐ Strengthening rainwater removal systems. ☐ Upgrading or installing structural stormwater controls. ☐ Constructing a resilience project that addresses vulnerabilities described in the Resilience Improvement Plan (RIP) in your jurisdiction. ☐ Relocating roadways in a base floodplain. ☐ Stabilizing slide areas or slopes. ☒ Installing riprap. ☒ Lengthening or raising bridges. ☐ Increasing size or number of drainage structures. ☐ Installing seismic retrofits on bridges. ☒ Adding scour protection on bridges. ☒ Adding scour, stream stability, coastal, and other hydraulic countermeasures, including spur dikes. ☐ Implementing vegetation management in the right-of-way. ☐ Installing any other protective features, including natural infrastructure. **Community Resilience and Evacuation Route Grants (23 U.S.C. § 176(d)(4)(B)(ii)):** ☐ Constructing a Resilience Improvement project under 23 U.S.C. § 176(d)(4)(A)(ii) that will improve an evacuation route. ☐ Restoring or replacing an evacuation route to ensure it can provide safe passage and/or making improvements to reduce the risk of damage to evacuation routes (e.g., steps to protect routes from mud, rock, or other debris slides). ☐ Expanding capacity of evacuation routes. This includes installation of communications and intelligent transportation systems, counterflow measures, and shoulders. ☐ Constructing new or redundant evacuation routes. ☐ Acquiring evacuation route or traffic incident management equipment/signage ☐ Constructing a project that will ensure access or service to critical destinations[1] **At-Risk Coastal Infrastructure Grant (23 U.S.C. § 176(d)(4)(C)(iii)):**

[1] "Critical destinations" could include hospitals and other medical or emergency service facilities, major employers, critical manufacturing centers, ports and intermodal facilities, utilities, and Federal facilities. See 23 U.S.C. § 176(d)(4)(B)(ii).

	☐ Strengthening, stabilizing, hardening, elevating, relocating, or otherwise enhancing the resilience of highway and non-rail infrastructure that are subject to, or face increased long-term future risks of, a weather event, a natural disaster, or changing conditions. Infrastructure includes: bridges, roads, pedestrian walkways, bicycle lanes, and associated infrastructure, such as culverts and tide gates to protect highways.
Long-Term Infrastructure Cost Reduction	Not applicable. This application requests Resilience Improvement Grant funding only.
Project Area	Hardee County, Florida (unincorporated Hardee County, near Wauchula).
Amount of Funding Requested Under this NOFO	**$16,426,774**
Cost Share Requested[2]	20% local match ($4,106,695), Hardee County local funds.
Total Project Cost	**$20,533,469**
Which type(s) of natural hazards does the project address?	Flooding and overtopping from hurricanes, tropical storms, and heavy rainfall; scour and erosion at the bridges.
Which transportation modes are addressed by the project?	Highway (roads and bridges).
Project Description:	
Hardee County proposes to replace four aging bridges: the Dansby Road Bridge (Structure No. 064035), the Hendry Road Bridge (Structure No. 064085), the Fish Branch Road Bridge (Structure No. 064004), and the Griffin Road Bridge (Structure No. 060030). These bridges are critical rural connections but have been impacted by flooding during storm events, including Hurricane Ian, resulting in service disruptions and increased detour travel. The three timber bridges on Dansby Road, Hendry Road, and Fish Branch Road are one-lane structures. The project will remove the existing bridges and construct new, two-lane concrete bridges that are elevated above the 100-year flood elevation, with riprap and armoring to minimize scour. The new bridges are designed to withstand 100-year storm events, improving safety, reliability, and resilience. PROTECT funds will be used mainly for construction. Planning-level engineering, cost estimating, and benefit-cost analysis have been completed. No prior construction expenditures have been incurred. The project is part of the County's broader effort to modernize critical infrastructure and enhance long-term system resilience through coordinated bridge investments.	
Attachments:	• SF-424, SF-424C, SF-424D, Lobbying Form, and SF-LLL • Project Location Map and KML file • Bridge Inspection Reports • Budgetary Cost Estimates • Benefit-Cost Analysis memos and BCA spreadsheets

[2] See NOFO Section C.2 for Cost Sharing or Matching information.

	• FEMA flood maps (FIRMettes)

I. Project Information

Expand the response blocks as necessary but limit the Project Information section of the application to three total pages in length.

1	**Project Title**	Hardee County Bridge Replacement Projects (Dansby Road, Hendry Road, Fish Branch Road, and Griffin Road)
2	**Project State**	Florida
3	**Project Location**	<table><tr><th>Bridge</th><th>Lat., long.</th><th>Location</th></tr><tr><td>**Dansby Road over Troublesome Creek (064035)**</td><td>27.48964, -81.86426</td><td>0.4 mi east of CR 64A</td></tr><tr><td>**Hendry Road over Gum Swamp Branch (064085)**</td><td>27.60484, -81.95738</td><td>0.2 mi north of Methodist Church Rd</td></tr><tr><td>**Fish Branch Road (CR 665) over Fish Branch (064004)**</td><td>27.35705, -81.72760</td><td>4.6 mi east of US 17</td></tr><tr><td>**Griffin Road (CR 652) over Peace River (060030)**</td><td>27.54076, -81.79198</td><td>0.9 mi south of SR 636</td></tr></table> See attached document "Project Location Map" (Attachment B).
4	**Which Census tract(s) does the project encompass?**	12049970402 (Dansby Road), 12049970202 (Hendry Road), 12049970102 (Fish Branch Road), and 12049970401 (Griffin Road).
5	**Is the project fully located in a Rural area?[3]**	☒ Yes ☐ No Rural Community.
6	**Is the project located in a base floodplain?**	☒ Yes ☐ No <table><tr><th>Bridge</th><th>FEMA flood zone</th><th>FIRM panel</th></tr><tr><td>**Dansby Road**</td><td>Zone AE (floodway)</td><td>12049C0301D</td></tr><tr><td>**Hendry Road**</td><td>Zone A</td><td>12049C0155D</td></tr><tr><td>**Fish Branch Road**</td><td>Zone A</td><td>12049C0455D</td></tr><tr><td>**Griffin Road**</td><td>Zone AE (floodway)</td><td>12049C0191D</td></tr></table> Yes. If selected, Hardee County will implement components of the Hardee County Local Mitigation Strategy (LMS). The Hendry Road, Dansby Road, Fish Branch Road, and Griffin

[3] For purpose of this notice, the PROTECT Competitive Grant Program defines a rural area as any area outside of an Urbanized Area with a population over 200,000. (23 U.S.C. § 176(d)(5)(H)(ii)). Applicants can use the FHWA HEPGIS maps of MPO and 2020 Census Urban Areas to find this information: https://hepgis-usdot.hub.arcgis.com/apps/72bcd861285c423c9d4aec6b8e48a496/explore.

		Road bridges will be listed in the LMS as projects to "widen and elevate the bridge".
7	**Other Parties**	Hardee County Board of County Commissioners
8	**Eligible Facility Type**	Select from list below (check all that apply): ☒ Highway project eligible for assistance under Title 23; ☒ Public transportation facility or service eligible for assistance under chapter 53 of Title 49; ☐ Facility or service for intercity rail passenger transportation (as defined in Section 24102 of Title 49); or ☐ Port facility, including a facility that: a. Connects a port to other modes of transportation; b. Improves the efficiency of evacuations and disaster relief; or c. Aids transportation. (23 U.S.C. § 176(d)(5)C).
9	**Project Background**	The existing bridges are frequently impacted by flooding, which poses a risk to the surrounding community, particularly following events like Hurricane Ian. After Hurricane Ian in 2022, Hardee County realized the urgent need to upgrade these bridges, which were left flooded and inaccessible after the storm. The Dansby and Hendry bridges flooded and closed during Hurricane Charley in 2004, Hurricane Irma in 2017, and Hurricane Ian in 2022. Hurricane Ian made the Fish Branch Bridge inaccessible for two days. The Griffin Road Bridge over the Peace River has been repeatedly damaged during storm events, including Hurricane Ian. Planning-level engineering, cost estimating, and benefit-cost analysis have been completed. No previously incurred costs are included. *Completing the County's Infrastructure Resilience Initiative* Hardee County is formally submitting these Risk Management and Mitigation projects in the form of a program to rehabilitate the final four remaining legacy bridges in our county's network. By addressing these specific structures, this program will successfully eliminate the last remaining high-priority structural risks in our jurisdiction, securing our transportation network for decades to come. The Challenge: Aging Infrastructure and Concentrated Risk While Hardee County has systematically modernized its infrastructure over the last two decades, these final four older bridges represent a concentrated risk vector. Because of their age, they require proactive intervention to prevent future weight restrictions, costly emergency closures, or structural failures. Submitting this as a unified risk mitigation program is critical for several reasons:

		• Compounding Vulnerabilities: As the oldest structures in the county, these bridges are the most vulnerable to extreme weather events, increased heavy-vehicle traffic, and accelerated environmental wear. • Asset Interdependence: These four structures serve as vital connectors for our regional economy. The failure or closure of any single bridge would bottleneck local traffic, disrupt school bus routes, and delay emergency response times. • Escalating Maintenance Costs: Continuing with reactive, patchwork maintenance on these specific structures is no longer fiscally responsible. The cost of emergency repairs exponentially outweighs the investment required for proactive rehabilitation. The Strategy: A Proactive, System-Wide Solution Rather than addressing these bridges through isolated, piecemeal projects, this comprehensive program treats them as a single, high-priority risk management portfolio. This approach delivers distinct advantages: • Completing the Mission: This program targets the last four older bridges. Upon completion, Hardee County will achieve a major milestone: 100% of our county-managed bridges will meet or exceed modern safety and resilience standards. • Fiscal Efficiency: Packaging these four projects into a single mitigation program allows the county to leverage economies of scale. We will optimize engineering design, streamline the bidding process, and reduce mobilization costs for contractors. • Minimized Community Disruption: A unified program allows us to strategically sequence construction. We can coordinate detours and traffic management regionally, ensuring local residents and businesses experience minimal disruption. Conclusion: A Defensible investment in Public Safety Securing funding for this program is the final step in a long-term vision to future-proof Hardee County's infrastructure. Transitioning these final four assets from a state of ongoing risk to a state of long-term resilience protects our citizens, stabilizes our budget, and completes our commitment to safe, reliable transit.

10	**Is the proposed project prioritized on a RIP developed in accordance with 23 U.S.C. § 176(e)?**	☐ Yes ☒ No
11	**Has a RIP been incorporated into an applicable State DOT or MPO long range transportation plan?**	☐ Yes ☒ No

II. Budget and Funding

1	**PROTECT Competitive Grant Program Request Amount**	$16,426,774
2	**Other Federal Funding**	$0
3	**Non-Federal funding**	Source: Local Match (Hardee County local funds) Amount: $4,106,695
4	**Future Eligible Project Cost**	$20,533,469
5	**Previously incurred project costs (if applicable)**	Amount: $0
6	**Total Project Cost**	$20,533,469
7	**Grant Funds, Sources and Uses of Project Funds (Detailed Budget)**	See Table II-1 below and Attachment A. A 25% contingency has been included on the construction components of the Dansby, Hendry, and Fish Branch bridges, and a 20% contingency on the Griffin Road Bridge. ☒ A detailed budget is attached separately. The file is named: Detailed Budgets
8	**Does the project involve the construction of new capacity?**	☒ Yes The three timber bridges are one-lane bridges and will be replaced with two-lane bridges. ☐ No
9	**Does the project involve development phase activities, including planning, feasibility analysis, revenue forecasting, environmental review, preliminary engineering and design work, and other**	☒ Yes Design, engineering, and permitting total $3,124,805. Hardee County will pay for $3,003,726 of this with local funds. PROTECT funds for this work are

	preconstruction activities described under 23 U.S.C. § 176(d)(5)(F)(i)?	$121,079 (0.7% of the grant), below the 10% limit. ☐ No
10	**Has the applicant submitted previous applications for Federal funding for this project?**	☒ Yes Bridge Investment Program (BIP), FY 2026 (June 2026): Hardee County Bridge Replacement Projects (Dansby and Hendry); Fish Branch Bridge Replacement Project (also FY 2024); Griffin Road Bridge Replacement. ☐ No

Table II-1. Detailed budget by component and phase (year-of-expenditure dollars)

Bridge	Design and Permitting	Construction	Total cost	PROTECT (80%)	Local (20%)
Dansby Road	$945,006	$3,465,024	$4,410,030	$3,528,024	$882,006
Hendry Road	$871,191	$3,194,366	$4,065,557	$3,252,445	$813,112
Fish Branch Road	$444,000	$3,256,000	$3,700,000	$2,960,000	$740,000
Griffin Road	$864,608	$7,493,274	$8,357,882	$6,686,305	$1,671,577
Total	**$3,124,805**	**$17,408,664**	**$20,533,469**	**$16,426,774**	**$4,106,695**
Percent of total	**15.2%**	**84.8%**	**100.0%**	**80.0%**	**20.0%**

Costs include demolition of the existing bridge, the new concrete bridge, approach slabs, approach roadway, slope protection (riprap), mobilization, professional services, and contingency.

III. Merit Criteria

In the space below, describe how the project will meet the merit criteria and the associated objectives as found in Section F of the FYs 2024 through 2026 PROTECT Competitive Grant Program NOFO. Where appropriate, reference attachments or other sections of the application. Expand the response blocks as needed but limit the length of the merit criteria section of the application to eight total pages in length.

Criterion #1: Vulnerability and Risk

Weather events and natural disasters

The existing bridges are frequently impacted by flooding, which poses a risk to the surrounding community, particularly following events like Hurricane Ian. The Dansby and Hendry bridges have flooded multiple times in recent years during high water events, resulting in bridge closure, erosion, and costly damage to bridge abutments. They flooded and closed for two days during Hurricane Charley in 2004, Hurricane Irma in 2017, and Hurricane Ian in 2022. The Fish Branch Bridge was overtopped and inaccessible due to storm-related flooding during Hurricane Ian, which made the bridge inaccessible for two days. The Griffin Road Bridge has been repeatedly damaged during storm events, including Hurricane Ian, resulting in service disruptions and increased detour travel.

Vulnerability (exposure, sensitivity, and adaptive capacity)

Exposure: All four bridges are in the FEMA 100-year floodplain (Zone A or Zone AE).

Sensitivity: The Dansby, Hendry, and Fish Branch bridges are wooden bridges, and wood weakens and decays when it is repeatedly flooded. Recent inspections found erosion and scour at the Fish Branch Bridge and undermined slope protection at the Griffin Road Bridge.

Adaptive capacity: When the bridges are impassable, traffic must take detours of 1.9 miles (Dansby and Hendry), 3.1 miles (Griffin Road), and 8.7 miles (Fish Branch).

Risk

Based on the three flood closures, the BCA identified an approximate 10-year recurrence interval for flood events on the Dansby and Hendry bridges. A single flood event results in 2 days of bridge closure and abutment damage costing $13,150, according to FEMA estimates. If two events occur in close succession before the abutments are repaired, the bridge would require full reconstruction with closure for at least 2 years. Under a no build scenario, the bridges are projected to close in 2052 (Dansby), 2047 (Hendry), 2052 (Fish Branch), and 2058 (Griffin Road).

Criterion #2: Criticality to American Families and Communities

These bridges are critical rural connections for residents, agricultural freight, and emergency services in Hardee County. Hardee County is a rural, agricultural county, and the bridges provide reliable access to homes, farms, and businesses.

	Dansby Rd	Hendry Rd	Fish Branch Rd	Griffin Rd
Average daily traffic	404	74	93	550
Detour if closed	1.9 mi	1.9 mi	8.7 mi	3.1 mi

When the bridges are impassable, families are forced to take lengthy detours, which extend travel time. The project improves mobility, efficiency, and reliability by eliminating flood-related closures and reducing detour travel. The Fish Branch Bridge also serves as a detour route connecting US 17 to SR 66.

The project is timely. The wooden bridges are expected to deteriorate at elevated rates, as shown by maintenance costs increasing 10% per year, and each storm season adds risk of damage or closure.

The bridges support community functions, including agricultural supply chains and emergency response. A dependable link helps maintain efficient transportation and minimizes disruptions for residents, businesses, and first responders.

None of the bridges are on the National Highway System or National Highway Freight Network.

Criterion #3: Design Elements, including Addressing Core Infrastructure

The project involves safely demolishing the existing bridges, followed by constructing new bridges made of concrete to enhance durability and flood resilience. The new structures will be designed to withstand 100-year flood events and have a 75-year service life.

	Dansby Rd	Hendry Rd	Fish Branch Rd	Griffin Rd
Existing length	68 ft	43 ft	61 ft	264 ft
New length	110 ft	100 ft	100 ft	300 ft
Lanes (new)	2	2	2	2

Each bridge would include replacement of the substructure and provision of additional armoring (riprap) to minimize scour. The longer and higher bridges will reduce overtopping and allow more water to pass under the bridge.

The design will use FEMA flood maps, USGS river data, and NOAA rainfall data, and will follow FDOT and FHWA bridge design standards.

The new bridges will improve condition and safety. They will replace wooden bridges, remove the Hendry Road load posting, and replace one-lane bridges with two-lane bridges.

The bridges are owned and maintained by the Hardee County Board of County Commissioners, which has committed local funds to cover future maintenance costs of the new structures.

The new two-lane bridges will have standard signage and pavement markings, making travel predictable and easier for families. The shoulders provide space for pedestrians and people with disabilities.

Criterion #4: Innovation

The four bridges can be bundled into one project. The bundling of bridges serves to optimize resources and streamline construction processes, which will result in reduced procurement costs and cost savings during construction.

The new bridges will use precast, prestressed concrete, which is durable and can be built quickly, reducing the time the bridges are closed.

IV. Project Readiness

In the space below, describe how the project will meet the readiness considerations and the associated elements as found in Section F of the FYs 2024 through 2026 PROTECT Competitive Grant Program NOFO. Where appropriate, reference attachments or other sections of the application. Expand the response blocks as needed but limit the length of the project readiness section of the application to six total pages in length.

Readiness: Technical Assessment

The Hardee County Board of County Commissioners has overseen and delivered various grant funded projects. Hardee County staff is familiar with compliance requirements and is experienced in working with Federal Agencies, complying with any civil rights requirements, and delivering Federally funded projects in a timely manner. The project will comply with all applicable Federal requirements.

Official inspections have been conducted on the bridges. Upon award, environmental review and design activities will begin. The development of design criteria and a basis of design have been informed by these inspections, emphasizing resilience against flooding, structural integrity, and adherence to contemporary engineering standards.

Milestone	Start	End
NEPA (Categorical Exclusion)	10/01/2027	04/01/2028
Preliminary Design	10/01/2027	10/01/2028
Final Design	10/01/2028	10/01/2029
Construction	10/01/2029	04/01/2030

Right-of-way acquisition is not necessary.

The project involves safely demolishing the existing bridges, followed by constructing new concrete bridges designed to withstand 100-year flood events. Delays in procuring necessary materials or services could push back project timelines. To mitigate this, the County will develop a detailed procurement plan with alternate suppliers and contingency funds.

Readiness: Financial Completeness Assessment

The cost estimate is based on engineering assessments and FDOT bridge cost data, and incorporates contingency levels appropriate to the project's current design stage. Factors influencing the cost estimate include material costs, labor, engineering, design, and construction management.

A 25% contingency has been included on the construction components of the Dansby, Hendry, and Fish Branch bridges and a 20% contingency on the Griffin Road Bridge ($3,587,928 total). This will provide an adequate buffer as design is completed and the project is constructed to cover any cost overruns.

The local match of $4,106,695 will be provided by Hardee County local funds. The Hardee County Board of County Commissioners currently maintains the bridges and has committed local funds in the budget to cover future maintenance costs of the new structures.

PROTECT funds for design and permitting are $121,079, which is 0.7% of the grant (below the 10% limit).

Readiness: Permitting Risk Assessment

NEPA is expected to be a Categorical Exclusion (CE). Once funding is secured, the NEPA process will begin. There are no known environmental or litigation concerns associated with the project.

Permits will be required through Hardee County, the Southwest Florida Water Management District, and the US Army Corps of Engineers.

The project will be available for comment at a future Hardee County Board of County Commissioners meeting. To ensure that community input is integral to the project's planning, development, and implementation phases, the County will utilize its social media platforms for widespread dissemination of project information and updates, including potential detours.

V. Statutory and DOT Selection Priorities

In the space below, describe how the project will meet the selection priorities in Section F of the FYs 2024 through 2026 PROTECT Competitive Grant Program NOFO. Where appropriate, reference attachments or other sections of the application. Expand the response blocks as needed but limit the length of the statutory and DOT selection priorities section of the application to three total pages in length.

Statutory Selection Priorities

For Resilience Improvement Grants:

☒ The benefits of the eligible activity proposed to be carried out by the eligible entity exceed the costs of the activity (as demonstrated by the economic analysis); and

☒ There is a need to address the vulnerabilities of surface transportation assets of the eligible entity with a high risk of, and impacts associated with, failure due to the impacts of weather events, natural disasters, or changing conditions, such as sea level rise, wildfires, and increased flood risk;
or
☐ The eligible activity is included in a RIP as described by 23 U.S.C. 176(e)(2).
☐ None of the above apply to the project.

For Community Resilience and Evacuation Route Grants:

☐ The activities are cost-effective (as demonstrated by the results of the economic analysis), taking into account: (1) current and future vulnerabilities to an evacuation route due to future occurrence or recurrence of emergency events that are likely to occur in the geographic area in which the evacuation route is located; and (2) projected changes in development patterns, demographics, and extreme weather events based on the best available evidence and analysis.
☐None of the above apply to the project.

Statutory Selection Priorities:

The benefit-cost analyses show benefit-cost ratios of 1.35 (Dansby and Hendry), 1.39 (Fish Branch), and 1.50 (Griffin Road). The bridges are frequently impacted by flooding and are at risk of damage and closure in future storms.

DOT Selection Priorities

☒ The project supports critical infrastructure for industries of national interest.
☒ The project would contribute to promoting economic prosperity in communities, including rural areas and Tribal communities.
☒ The project prioritizes improvement of the condition and safety of existing transportation infrastructure, particularly infrastructure with high cost of failure, such as bridges with lengthy detours, impacts to critical corridors, or failures that will cause economic disruption.
☒ The project demonstrates an ability to meet PROTECT Competitive Grant Program obligation deadlines.
☐ The project improves access to national security and defense facilities or facilitate movement of military cargo or personnel.
☐ The project will reduce roadway traffic congestion.
☐ The project repurposes existing specialized travel lanes for bicycles, buses, or pedestrians for general purpose use by all motor vehicles, including single-occupant motor vehicles, and the applicant demonstrates the repurposing will meet the PROTECT program purpose, will reduce congestion on the facility, will utilize 40 percent or less of requested PROTECT funds for adding capacity consistent with 23 U.S.C. 176(d)(5)(G)(i)(I), will address safety consistent with the merit criteria described in Section F of the NOFO, and will comply with applicable federal requirements, including the Clean Air Act and criteria under 23 U.S.C. 217(e).
☐ None of the above apply to the project.

DOT Selection Priorities:

Hardee County's economy depends on agriculture. The project supports agricultural supply chains in a rural community.

The project replaces aging bridges with lengthy detours. When the bridges are impassable, families are forced to take lengthy detours which extend travel time.

VI. Benefit-Cost Analysis

The purpose of the Benefit-Cost Analysis (BCA) is to enable FHWA to assess the project's cost effectiveness by comparing its expected benefits to its expected costs, relative to a no-build scenario for the purpose of project prioritization.

Resilience Improvement Grant 23 U.S.C. § 176(d)(5)(E)(ii)(I)	BCA is required for the project to be prioritized, unless the project is prioritized in a RIP. Please check the appropriate box: ☐ The applicant is not requesting Resilience Improvement Grant funds. ☒ The applicant requests Resilience Improvement Grant Funding, and the project is not prioritized in a RIP. A BCA is attached. ☐ The applicant requests Resilience Improvement Grant funding, and the project is prioritized in a RIP. ☐ The application is from a federally recognized Indian Tribe that is requesting Resilience Improvement Grant funds but is opting to provide raw data with its application to support the need for a project, without additional BCA*. The raw data is attached.
Community Resilience and Evacuation Route Grant 23 U.S.C. § 176(d)(5)(E)(ii)(II)	BCA is required for the project to be prioritized. Please check the appropriate box: ☒ The applicant is not requesting Community Resilience and Evacuation Route Grant funds. ☐ The applicant requests Community Resilience and Evacuation Route Grant funding, and a BCA is attached. ☐ The application is from a federally recognized Indian Tribe that is requesting Community Resilience and Evacuation Route Grant funds but is opting to provide raw data with its application to support the need for a project, without additional BCA.* The raw data is attached.
At-Risk Coastal Infrastructure Grant 23 U.S.C. § 120(g)	BCA is not required, but applications must demonstrate that the project will reduce long-term infrastructure costs by avoiding larger future maintenance or rebuilding costs. Please check the appropriate box: ☒ The applicant is not requesting At-Risk Coastal Infrastructure Grant funds. ☐ The applicant requests At-Risk Coastal Infrastructure Grant funding and provides a demonstration of such long-term infrastructure cost reductions in the project application Summary section.

* Federally recognized Indian Tribe applicants for all PROTECT Resilience Grants may opt to provide raw data with their application to support the need for a project, without additional BCA.

BCA Summary (Attachment D)

Bridge(s)	Total benefits	Total costs	BCR	NPV
Dansby Road and Hendry Road	$6,929,324	$5,149,385	1.35	$1,779,939
Fish Branch Road	$3,490,418	$2,516,651	1.39	$973,767

Bridge(s)	Total benefits	Total costs	BCR	NPV
Griffin Road	$6,262,067	$4,164,056	1.50	$2,098,011

The benefit-cost analyses indicate that the proposed bridge replacements deliver net positive economic benefits and represent a sound investment. Key benefits include reduced travel time and vehicle operating costs due to avoided detours, improved resilience to flooding and extreme weather, lower long-term maintenance costs, and reductions in vehicle emissions. See Attached BCA memos and spreadsheets.

The following attachment is not included in the view since it is not a read-only PDF file.

Upon submission, this file will be transmitted to the Grantor without any data loss.

Bridge Budgets.pdf

The following attachment is not included in the view since it is not a read-only PDF file.

Upon submission, this file will be transmitted to the Grantor without any data loss.

Fish Branch Road Bridge Inspection Report.pdf

BRIDGE INSPECTION REPORT

PREPARED FOR: FLORIDA DEPARTMENT OF TRANSPORTATION

BRIDGE OWNER: HARDEE COUNTY

FERROVIAL

INSPECTED BY:

Burgess & Niple, Inc.

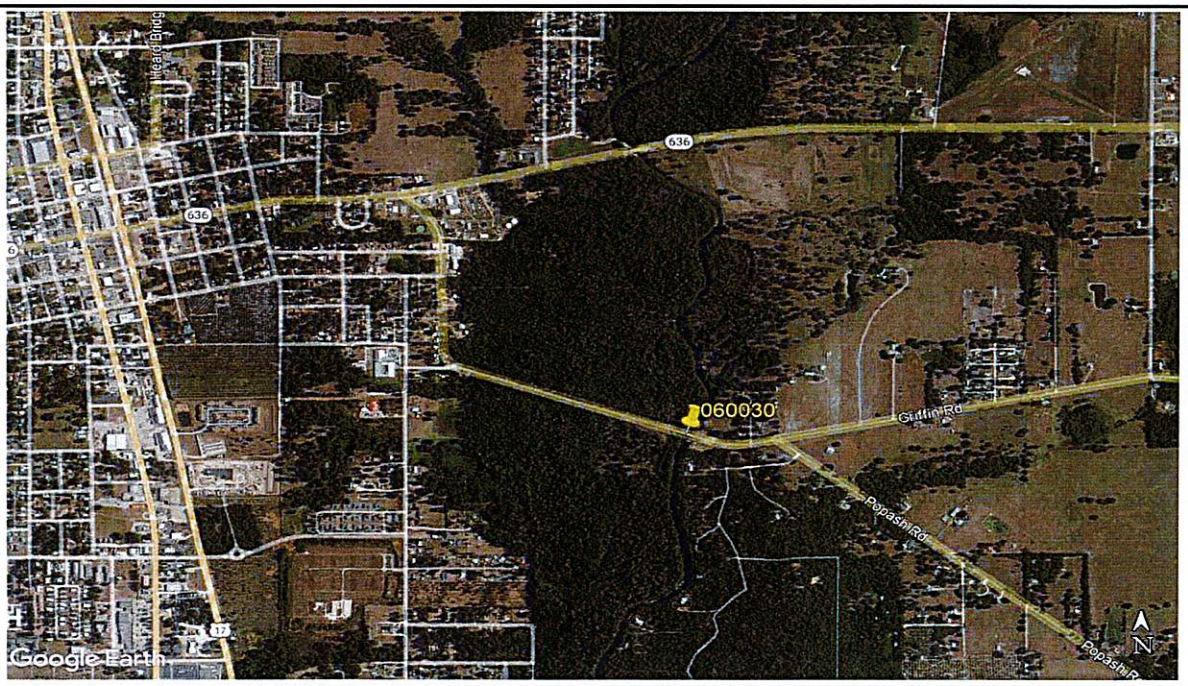
BRIDGE NO.	060030	CONTENTS OF REPORT	INSPECTION DATE:	02/19/2025

	BrM Report		U/W Inspection Report
	CIDR	*	Fracture Critical Data
	Scour Elevation (Profile)	*	Load Rating Analysis Summary
*	Addendum (Element Notes & Photos/Sketches)		

*This section is not included in this report.



GRIFFIN ROAD (CR-652) OVER PEACE RIVER — 0.9 MI S/O SR-636



BRIDGE MANAGEMENT SYSTEM
Inspection/CIDR/Bridge Profile Report
Inspection

Structure ID: 060030

DISTRICT: D1 - Bartow **INSPECTION DATE: 2/19/2025 XRQU**

BY:	Burgess Niple	STRUCTURE NAME:	GRIFFIN ROAD (CR-652) OVER PEACE RIVER
OWNER:	2 County Hwy Agency	YEAR BUILT:	1970
MAINTAINED BY:	2 County Hwy Agency	SECTION NO.:	06 501 000
STRUCTURE TYPE:	5 Prestressed Concrete - 01 Slab	MP:	0.902
LOCATION:	0.9 MI S/O SR-636	ROUTE:	00652
SERV. TYPE ON:	1 Highway	FACILITY CARRIED:	GRIFFIN RD (CR652)
SERV. TYPE UNDER:	5 Waterway	FEATURE INTERSECTED:	PEACE RIVER

☐ FUNCTIONALLY OBSOLETE ☐ STRUCTURALLY DEFICIENT

TYPE OF INSPECTION: Regular NBI

DATE FIELD INSPECTION WAS PERFORMED: ABOVE WATER: 2/19/2025 UNDERWATER: 1/9/2025

SUFFICIENCY RATING: 61.6
HEALTH INDEX: 90.58

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BRIDGE MANAGEMENT SYSTEM
Inspection/CIDR/Bridge Profile Report
Inspection

Structure ID: 060030

DISTRICT: D1 - Bartow **INSPECTION DATE: 2/19/2025 XRQU**

BY:	Burgess Niple	STRUCTURE NAME:	GRIFFIN ROAD (CR-652) OVER PEACE RIVER
OWNER:	2 County Hwy Agency	YEAR BUILT:	1970
MAINTAINED BY:	2 County Hwy Agency	SECTION NO.:	06 501 000
STRUCTURE TYPE:	5 Prestressed Concrete - 01 Slab	MP:	0.902
LOCATION:	0.9 MI S/O SR-636	ROUTE:	00652
SERV. TYPE ON:	1 Highway	FACILITY CARRIED:	GRIFFIN RD (CR652)
SERV. TYPE UNDER:	5 Waterway	FEATURE INTERSECTED:	PEACE RIVER

☐ THIS BRIDGE CONTAINS FRACTURE CRITICAL COMPONENTS

☐ THIS BRIDGE IS SCOUR CRITICAL

☐ THIS REPORT IDENTIFIES DEFICIENCIES WHICH REQUIRE PROMPT CORRECTIVE ACTION

☐ FUNCTIONALLY OBSOLETE ☐ STRUCTURALLY DEFICIENT

TYPE OF INSPECTION: Regular NBI

DATE FIELD INSPECTION WAS PERFORMED: ABOVE WATER: 2/19/2025 UNDERWATER: 1/9/2025

OVERALL NBI RATINGS:

DECK:	6 Satisfactory	CHANNEL:	6 Bank Slumping
SUPERSTRUCTURE:	6 Satisfactory	CULVERT:	N N/A (NBI)
SUBSTRUCTURE:	5 Fair	SUFF. RATING:	61.6
PERF. RATING:	Fair	HEALTH INDEX:	90.58

FIELD PERSONNEL / TITLE / NUMBER: **INITIALS**

Coon, Elliott - Bridge Inspector (CBI #00530) (lead) elliott j coon Digitally signed by elliott j coon
Bias, Josh - Bridge Inspector (CBI #00644) Date: 2025.04.11 12:33:15 -04'00'

Redden, Michael (CBI #00702) - Lead Tender _____
Hoogland, Keith - Inspection Team Leader (CBI #00341) - Diver _____
Morton, Brooke - Diver _____

REVIEWING BRIDGE INSPECTION SUPERVISOR:

Aker, Roger - Bridge Inspector (CBI #00401) Roger L Aker Digitally signed by Roger L Aker
Date: 2025.04.11 12:45:35 -04'00'

CONFIRMING REGISTERED PROFESSIONAL ENGINEER:

Appler, Drew - Professional Engineer (PE #76076) Burgess & Niple
1301 Riverplace Blvd.
Suite 2430
Jacksonville Florida 32207 James A Appler

SIGNATURE: Digitally signed by James A Appler

DATE: Date: 2025.04.11 13:50:21 -04'00'

JAMES ANDREW APPLER LICENSE No 76076 STATE OF FLORIDA PROFESSIONAL ENGINEER

This item has been digitally signed and sealed by JAMES APPLER on the date adjacent to the seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

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REPORT ID: INSP005 PRINTED: 04/11/2025

Structure ID: 060030

DISTRICT: D1 - Bartow **INSPECTION DATE: 2/19/2025 XRQU**

All Elements

DECKS : Decks/Slabs

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
0	8099 / 3	PS Conc Slab (Sonovoid)	6082	90.43	401	5.96	243	3.61	0	.	6726 (SF)
0	1080 / 3	Delamination/Spall/Patched Area	0	.	1	7.14	13	92.86	0	.	14 (SF)
0	1120 / 3	Efflorescence/Rust Staining	0	.	0	.	230	100	0	.	230 (SF)
0	1900 / 3	Distortion	0	.	400	100	0	.	0	.	400 (SF)
0	510 / 3	Wearing Surfaces	3710	58.33	0	.	2650	41.67	0	.	6360 sq.ft
0	3210 / 3	Del/Spall/Patch/Pot(Wear Surf)	0	.	0	.	750	100	0	.	750 sq.ft
0	3220 / 3	Crack (Wearing Surface)	0	.	0	.	1900	100	0	.	1900 sq.ft

Element Inspection Notes:

8099/3 Note: The deck top is not visible due to an asphalt overlay. There are two 4in. diameter conduit pipes attached by hangers to the outside right curb of all spans. Types of anchorages are unknown.

CS3 1120: Efflorescence/rust staining was observed between several of the slab units. Refer to Photo 1. REPAIR (230SF)

CS2 1900: Several slab units have a vertical off set up to 1/2in. compared to the adjacent slab units. Refer to Photo 2. REPAIR (400SF)

CS3 1080: Slab Unit 1-1 at midspan in the right edge, has a spall 1ft. x 4in. x 1in. (1SF)

CS2 1080: Slab Unit 1-2 at mid-span, has a spall 4in. diameter x 1/2in. deep. (1SF)

CS3 1080: Slab Unit 2-4 right edge, 2ft. from Bent 3 has three spalls 10in. x 3in. x 3/4in. (3SF)

CS3 1080: Slab Unit 2-5 right edge, near mid-span has a spall 10in. x 3in. x 1-1/4in. Refer to Photo 3. (1SF)

CS3 1080: Slab Unit 2-5, 4ft. west of Bent 3 has a spall 10in. x 3in. x 1in. in the right edge. (1SF)

CS3 1080: Slab Unit 2-6, at 4th drain hole has a spall 10in. diameter x 1/2in. deep. (1SF)

CS3 1080: Slab Units 3-5 and 5-2 each have a 4in. diameter open core hole. Refer to Photo 4. REPAIR (2SF)

CS3 1080: Slab Unit 4-1 right edge, near mid-span has a spall 18in. x 3in. x 1/2in. (2SF)

CS3 1080: Slab Unit 5-2 left edge, at mid-span has two spalls up to 1ft. x 7in. x 1in. (2SF)

CS3 3210: The asphalt over the expansion joints is raveling up to 2-1/2in. wide and has potholes up to 2ft. x 8in. x 4in. These areas are filled with dirt/vegetation. Refer to Photos 5 and 6. REPAIR (750SF)

CS3 3220: The asphalt has structure length longitudinal and multi-directional cracks x 1/2in. over the slab units. Refer to Photo 7. REPAIR (1900SF)

INCIDENTAL:
There are moderate accumulations of dirt, debris and vegetation up to 2in. deep, primarily

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Structure ID: 060030

DISTRICT: D1 - Bartow **INSPECTION DATE: 2/19/2025 XRQU**

along the curbs which is clogging several scuppers - INCREASE. Refer to Photo 8. REPAIR

The curbs have intermittent transverse cracks up to 1/64in. wide.

The staining between the slab units indicates that the slab unit joints above are leaking.

1080/3 Refer to Parent Element

1120/3 Refer to Parent Element

1900/3 Refer to Parent Element

510/3 Refer to Parent Element

3210/3 Refer to Parent Element

3220/3 Refer to Parent Element

DECKS : Joints

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
0	301 / 3	Pourable Joint Seal	0	.	0	.	0	.	178	100	178 ft
0	2310 / 3	Leakage	0	.	0	.	0	.	178	100	178 ft

Element Inspection Notes:

301/3 Note: The expansion joints are not visible due to asphalt overlay, which has heavy deterioration.

CS4 2310: The expansion joints are filled with dirt and debris where the joints are visible, no sealant is found. Staining on the caps indicates that the joints are leaking. Refer to Photo 9. REPAIR (178FT)

2310/3 Refer to Parent Element

MISCELLANEOUS : Channel

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
0	8290 / 3	Channel	0	.	1	100	0	.	0	.	1 (EA)
0	9150 / 3	Bank Erosion	0	.	1	100	0	.	0	.	1 (EA)

Element Inspection Notes:

8290/3 CS2 9150: The east channel bank along the slope protection is slumping and has vertical cutting - INCREASE. Refer to Photo 10. REPAIR (1EA)

The following was noted by the underwater inspection team:
There is a minor accumulation of debris (branches and logs) throughout the channel, not affecting flow.

9150/3 Refer to Parent Element

MISCELLANEOUS : Other Elements

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
0	321 / 3	Re Conc Approach Slab	1016	100	0	.	0	.	0	.	1016 sq.ft
0	510 / 3	Wearing Surfaces	936	92.13	0	.	80	7.87	0	.	1016 sq.ft
0	3220 / 3	Crack (Wearing Surface)	0	.	0	.	80	100	0	.	80 sq.ft

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Element Inspection Notes:

321/3 Note: The approach slabs are not visible due to an asphalt overlay.

CS3 3220: The approach slabs have multi-directional cracks up to full length x up to 1/2in. throughout - INCREASE. Refer to Photo 11. REPAIR (80SF)

510/3 Refer to Parent Element

3220/3 Refer to Parent Element

SUBSTRUCTURE : Substructure

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
0	215 / 3	Re Conc Abutment	68	97.14	2	2.86	0	.	0	.	70 ft
0	4000 / 3	Settlement	0	.	2	100	0	.	0	.	2 ft

Element Inspection Notes:

215/3 CS2 4000: Abutment Cap 1 beneath Slab Unit 1-5 has an area of undermining 2ft. x 2ft. x 2ft. within the area of settlement/undermining of the slope protection (Refer to Element 8396 for related comments) - NEW. Refer to Photo 12. REPAIR (2FT)

INCIDENTAL:
The ends of the abutment caps are partially covered with dirt and vegetation.

4000/3 Refer to Parent Element

SUBSTRUCTURE : Substructure

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
0	225 / 3	Steel Pile	0	.	0	.	20	100	0	.	20 (EA)
0	1000 / 3	Corrosion	0	.	0	.	20	100	0	.	20 (EA)
0	8516 / 3	Painted Steel	0	.	0	.	967	60.14	641	39.86	1608 sq.ft
0	3440 / 3	Eff (Stl Protect Coat)	0	.	0	.	967	60.14	641	39.86	1608 sq.ft

Element Inspection Notes:

225/3 Note: This element represents the four steel H-piles at each of Bents 2 through 6. Bent 2 piles do not have cross-bracing.

Pile 4-2 and Pile 6-2 have distortion to the west flange up to 1ft. x 1in. starting approximately 1ft. below the cap. Refer to Photo 13.

CS3 1000: The painted steel piles and cross-bracing have moderate corrosion with associated pitting up to 1/16in. deep throughout. Refer to Photo 14. REPAIR (12EA)

CS3 3440: The paint system throughout the piles and bracing has limited effectiveness. REPAIR (967SF)

CS4 3440: The paint system on the piles has failed in the areas extending up to 3ft. above the jackets and intermittently throughout the bracing. Refer to Photo 14. REPAIR (641SF)

The following was noted by the underwater inspection team:
CS3 1000: The steel H-piles in Bents 5 and 6 have heavy corrosion and pitting up to 1/8in. deep with some of the flanges have delaminative corrosion in the exposed areas below the jacket. The flange edges remaining are from 1/4in. down to knifes edge (additional measurements would require ultrasonic testing to determine section remaining). Refer to Photo 15. REPAIR (8EA)

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DISTRICT: D1 - Bartow **INSPECTION DATE: 2/19/2025 XRQU**

Pile 5-1, below the jacket has a deteriorated flange from 12in. down to 11in. - NEW.

Pile 5-4 on the east face, 18in. below jacket, has a 9in. high area of 1/2in. distortion with knife edging on the flanges.

1000/3 Refer to Parent Element

8516/3 Refer to Parent Element

3440/3 Refer to Parent Element

SUBSTRUCTURE : Substructure

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
0	234 / 3	Re Conc Pier Cap	123	93.18	0	.	9	6.82	0	.	132 ft
0	1080 / 3	Delamination/Spall/Patched Area	0	.	0	.	9	100	0	.	9 ft

Element Inspection Notes:

234/3 CS3 1080: The north end, bottom face of Bent Cap 6 has three spalls up to 18in. x 3in. x 1in. with exposed rebar. Refer to Photo 16. REPAIR (5FT)

CS3 1080: Bent Cap 5 east face has a spall 4ft. x 2-1/2ft. x 2in. at centerline - NEW. Refer to Photo 17. (4FT)

INCIDENTAL:
There is an accumulation of debris and vegetation on the ends of the caps. Refer to Photo 16. REPAIR

The staining on the bent caps indicates that the joints above are leaking.

1080/3 Refer to Parent Element

SUBSTRUCTURE : Substructure

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
0	8298 / 3	Pile Jacket Bare	0	.	3	15	17	85	0	.	20 (EA)
0	1080 / 3	Delamination/Spall/Patched Area	0	.	0	.	1	100	0	.	1 (EA)
0	1130 / 3	Cracking (RC and Other)	0	.	3	20	12	80	0	.	15 (EA)
0	1190 / 3	Abrasion(PSC/RC)	0	.	0	.	4	100	0	.	4 (EA)

Element Inspection Notes:

8298/3 CS2 1130: The pile jackets in Bents 2 and 3 have horizontal and up to full height vertical cracks x less than 1/16in. wide. REPAIR (3EA)

The pile jackets have spalls up to 5in. x 4in. x 1in., intermittently throughout. REPAIR

CS3 1080: Pile Jacket 2-4 north, south and west edges have spalls up to 18in. x 4in. x 1in. at the top. Refer to Photo 18. REPAIR (1EA)

Pile Jacket 4-4 west face has a spall 6in. x 5in. x 1in., 1ft. from the top of the jacket. REPAIR

CS3 1190: The pile jackets at Bents 3 through 6 have scale damage (loss of aggregate) up to 3/4in. deep. Refer to Photo 19. (4EA)

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The following was noted by the underwater inspection team:
Note: The pile jackets at Bent 5 do not extend to the groundline.

CS3 1130: The concrete pile jackets have horizontal cracks, up to full width x 1/16in. wide and vertical cracks up to full height x 1/4in. wide. Refer to Photo 20. REPAIR (12EA)

The lower portions of the pile jackets at Bent 5 are irregular with spalls and areas of honeycomb, up to 12in. x 12in. x 4in. REPAIR

Jackets 5-4, southeast corner 3ft. below top of jacket has a spall 12in. x 5in. x 1-1/2in. REPAIR

1080/3 Refer to Parent Element

1130/3 Refer to Parent Element

1190/3 Refer to Parent Element

SUBSTRUCTURE : Substructure

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
0	8396 / 3	Other Abutment Slope Protection	3803	94.72	212	5.28	0	.	0	.	4015 (SF)
0	4000 / 3	Settlement	0	.	48	100	0	.	0	.	48 (SF)
0	6000 / 3	Scour	0	.	164	100	0	.	0	.	164 (SF)

Element Inspection Notes:

8396/3 Note: The slope protection consists of sand-cement riprap bags on the west slope and concrete filled bubble mat on the east slope.

CS2 4000: The north end of Abutment 1 slope protection beneath Slab Unit 1-1 has a 5ft. x 6ft. x 2ft. area settled bags - INCREASE. Refer to Photo 21. REPAIR (18SF)

CS2 4000: Abutment 1 slope protection beneath Slab Unit 1-5 has an area of settlement 4ft. x 4ft. x 3ft. with associated undermining 10ft. x 6ft. x 3ft. which is undermining the abutment cap (Refer to Element 215 for related comments) - NEW. Refer to Photos 22 and 23. REPAIR (30SF)

CS2 6000: The toe of Abutment 7 slope protection (near Bent 6) is exposed up to 25ft. long and undermined intermittently up to 8ft. x 18in. x 4ft. maximum penetration between Piles 6-2 and 6-3. Refer to Photo 24. REPAIR (164SF)

INCIDENTAL:
The four slope radius areas and abutment slope protection have moderate vegetation - INCREASE.

4000/3 Refer to Parent Element

6000/3 Refer to Parent Element

SUPERSTRUCTURE : Superstructure

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
0	333 / 3	Other Bridge Railing	502	94.72	0	.	28	5.28	0	.	530 ft
0	1020 / 3	Connection	0	.	0	.	20	100	0	.	20 ft
0	1080 / 3	Delamination/Spall/Patched Area	0	.	0	.	8	100	0	.	8 ft
0	8518 / 3	Galvanized Steel	3180	100	0	.	0	.	0	.	3180 sq.ft

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Element Inspection Notes:

333/3 Note: This element represents the concrete posts with guardrail panels. Post 5-3 right is timber.

CS1: The guardrail panel at Post 4-3 Left has a 1/4in. diameter hole.

CS3 1080: Post 1-4 left, has a 6in. x 20in. x 3in. spall/delamination with exposed rebar and anchor bolts at the curb. Refer to Photo 25. REPAIR (1FT)

CS3 1080: Posts 6-3 right has a spall 6in. x 20in. x 3in. at the curbs. REPAIR (1FT)

CS3 1020: The guardrail posts do not have cushion/spacer blocks and the guardrail panel splices have intermittent loose and missing fasteners throughout. Refer to Photo 26. REPAIR (19FT)

CS3 1020: The bolt attaching the guardrail to Post 5-3 right is too long not allowing for proper installation. Refer to Photo 26. REPAIR (1FT)

CS3 1080: Several of the concrete posts for the left and right bridge rails have spalls up to 10in. x 3in. x 1in. adjacent to the curbs at the west and east faces. (6FT)

CORRECTIVE ACTION TAKEN:
Post 5-3 has been replaced.

1020/3 Refer to Parent Element

1080/3 Refer to Parent Element

8518/3 Refer to Parent Element

Total Number of Elements*: 10
*excluding defects/protective systems

Structure Notes

BRIDGE OWNER: HARDEE COUNTY

Structure inventoried from west to east.

TRAFFIC RESTRICTION: According to the load rating dated 12/31/2011, posting is not required. This structure is not posted.

Asphalt thickness = 6in.

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DISTRICT: D1 - Bartow **INSPECTION DATE: 2/19/2025 XRQU**

INSPECTION NOTES: XRQU 2/19/2025

Sufficiency Rating Calculation Accepted by KNBANES at 02/21/2025 10:09AM.

LOAD CAPACITY EVALUATION:
The current load rating dated 12/13/2011 appears complete and applicable to the reported structure conditions - Drew Appler, PE 03/24/2025.

After the inspection, the owner's engineer requested a substructure load rating be completed. The Load Rating is in the process of being completed and the ratings will be updated after completion.

The NBI Rating for SIA Items 58, Deck and 59, Superstructure are a 6 due to the rust staining and vertical off set between the slab units.

The NBI Rating for SIA Item 60, Substructure is a 5 due to pile jacket deterioration and condition of piles below the jackets. As previously stated by the Dive team additional measurements of the steel H-piles would require ultrasonic testing or non-destructive testing to determine the amount of section remaining to decide if a new NBI Rating or prompt action was needed.

The NBI Rating for SIA Item 61, Channel is a 6 due to slumping of the channel bank.

Divers inspected Channel, Bent 5 with four steel H-Piles, Jackets and Slope Protection.

NON-STRUCTURAL ITEMS:

DRAIN FLUMES:
The northeast drainage flume 25ft. north of Abutment 7 has settled, fractured and failed up to full length (25ft) x 10ft. wide x up to 6ft. deep with undermining back under the settled and fractured area up to 25ft. x 10ft. x 8ft. deep back under. Refer to Photo 27. REPAIR

APPROACH ROADWAY:
The asphalt over the approach slab to approach roadway transitions have roadway width x 1/4in. wide transverse and multi-directional cracks throughout - INCREASE.

APPROACH SHOULDERS:
The southwest approach shoulder slope, on the south side of Post 2 from the structure has an 18ft. x 8ft. x up to 3ft. deep area of erosion with undermining up to 20in. x 2ft. x up to 4ft. back under near the bottom edge. This area has been partially filled in with rock rubble, however, the erosion is progressing. The shoulder on the north side of Post 2 (traffic side) has collapsed asphalt with a 3ft. x 2ft. x 2ft. hole. Refer to Photo 28. REPAIR

The southwest and northwest approach slope has up to 12ft. x 6ft. x 18in. area of erosion with collapsed asphalt - INCREASE. REPAIR

APPROACH GUARDRAILS:
The approach guardrail posts do not have cushion/spacer blocks. Refer to Photo 29. REPAIR

The southwest, northwest and northeast guardrail end terminals and southwest guardrail have minor damage.

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Photo 1: Element 8099 PS Conc Slab (Sonovoid)

Typical efflorescence/rust staining between slab units. Slab Units 1-5 to 1-6 shown.

REPAIR RECOMMENDATION:
Repair or replace asphalt throughout the deck top to prevent leakage.

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Photo 2: Element 8099 PS Conc Slab (Sonovoid)

Typical vertical off set between slab units. Slab Units 1-2 to 1-3 shown.

REPAIR RECOMMENDATION:
Investigate the cause of vertical slab unit offset and repair.

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Photo 3: Element 8099 PS Conc Slab (Sonovoid)

Spall in Slab Unit 2-5 right edge, near mid-span.

REPAIR RECOMMENDATION:
None.

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Photo 4: Element 8099 PS Conc Slab (Sonovoid)

Open core hole in Slab Unit 3-5.

REPAIR RECOMMENDATION:
Repair open core holes in Spans 3 and 5.

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Photo 5: Element 8099 PS Conc Slab (Sonovoid)

Typical asphalt over expansion joint raveling, and with pothole filled with dirt/vegetation.

REPAIR RECOMMENDATION:
Refer to Photo 1.

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Photo 6: Element 8099 PS Conc Slab (Sonovoid)

Typical asphalt over expansion joint raveling, and with pothole.

REPAIR RECOMMENDATION:
Refer to Photo 1.

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Photo 7: Element 8099 PS Conc Slab (Sonovoid)

Asphalt with structure length longitudinal and multi-directional cracks.

REPAIR RECOMMENDATION:
Refer to Photo 1.

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Photo 8: Element 8099 PS Conc Slab (Sonovoid)

Debris accumulation and vegetation along the curb with clogged scuppers.

REPAIR RECOMMENDATION:
Remove debris and vegetation from the shoulders and open all scuppers.

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Photo 9: Element 301 Pourable Joint Seal

Typical joint with cracked asphalt filled with dirt and debris.

REPAIR RECOMMENDATION:
Clean and seal expansion joints prior to new asphalt installation.

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Photo 10: Element 8290 Channel

Channel bank south of Abutment 7 slumping and with vertical cutting.

REPAIR RECOMMENDATION:
Backfill and stabilize the east channel bank along the slope protection.

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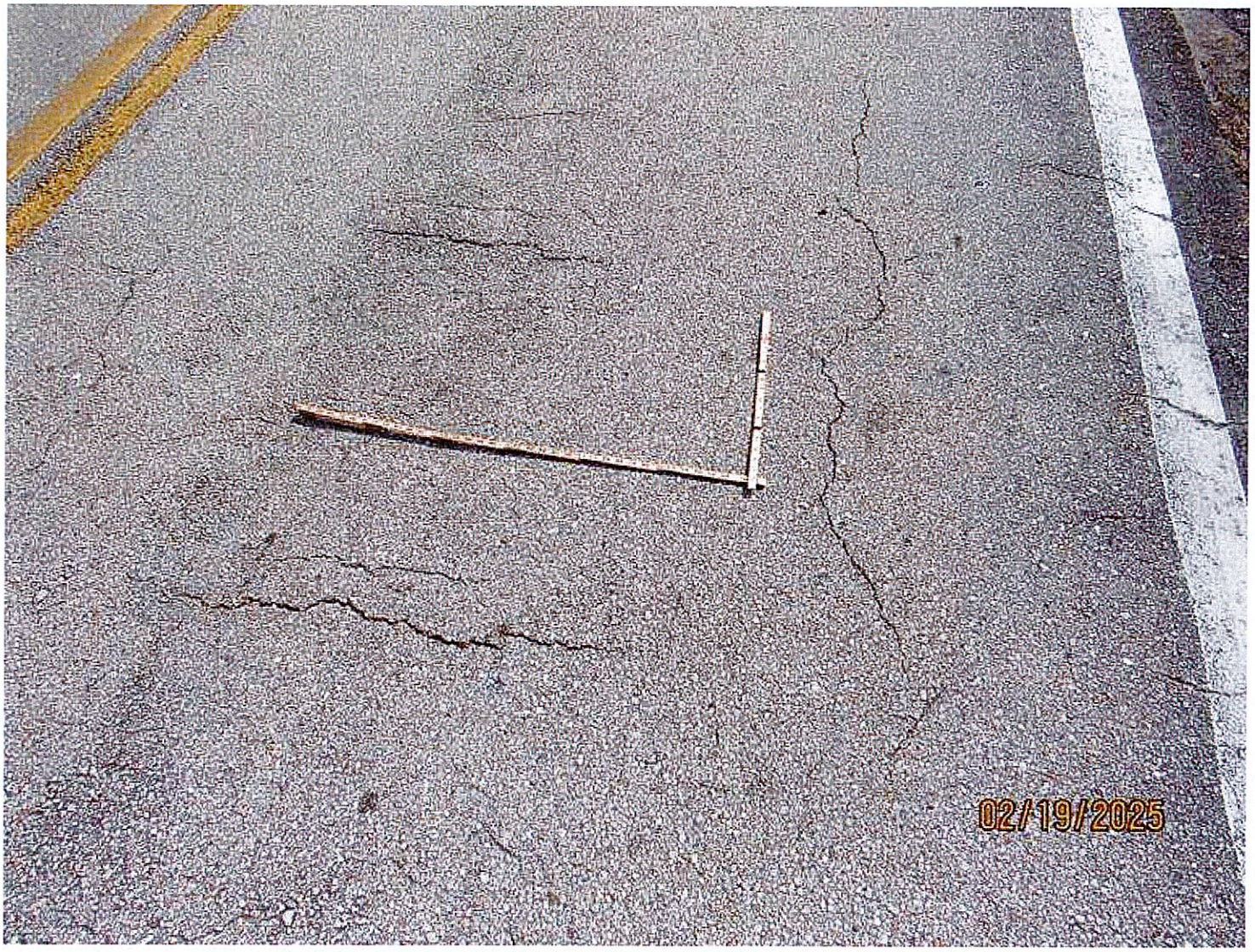

Photo 11: Element 321 Re Conc Approach Slab

Multi-directional cracks in the asphalt over the east approach slab.

REPAIR RECOMMENDATION:
Seal cracks in the asphalt over the approach slabs.

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Photo 12: Element 215 Re Conc Abutment

Abutment Cap 1 beneath Slab Unit 1-5 has an area of undermining.

REPAIR RECOMMENDATION:
Backfill and stabilize area of undermining of Abutment Cap 1 beneath Slab Unit 1-5.

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Photo 13: Element 225 Steel Pile

Distortion of the west flange of Pile 6-2.

REPAIR RECOMMENDATION:
None.

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Photo 14: Element 225 Steel Pile

Typical piles and cross-bracing with moderate corrosion and associated pitting.

REPAIR RECOMMENDATION:
Clean and paint piles and cross-bracing.

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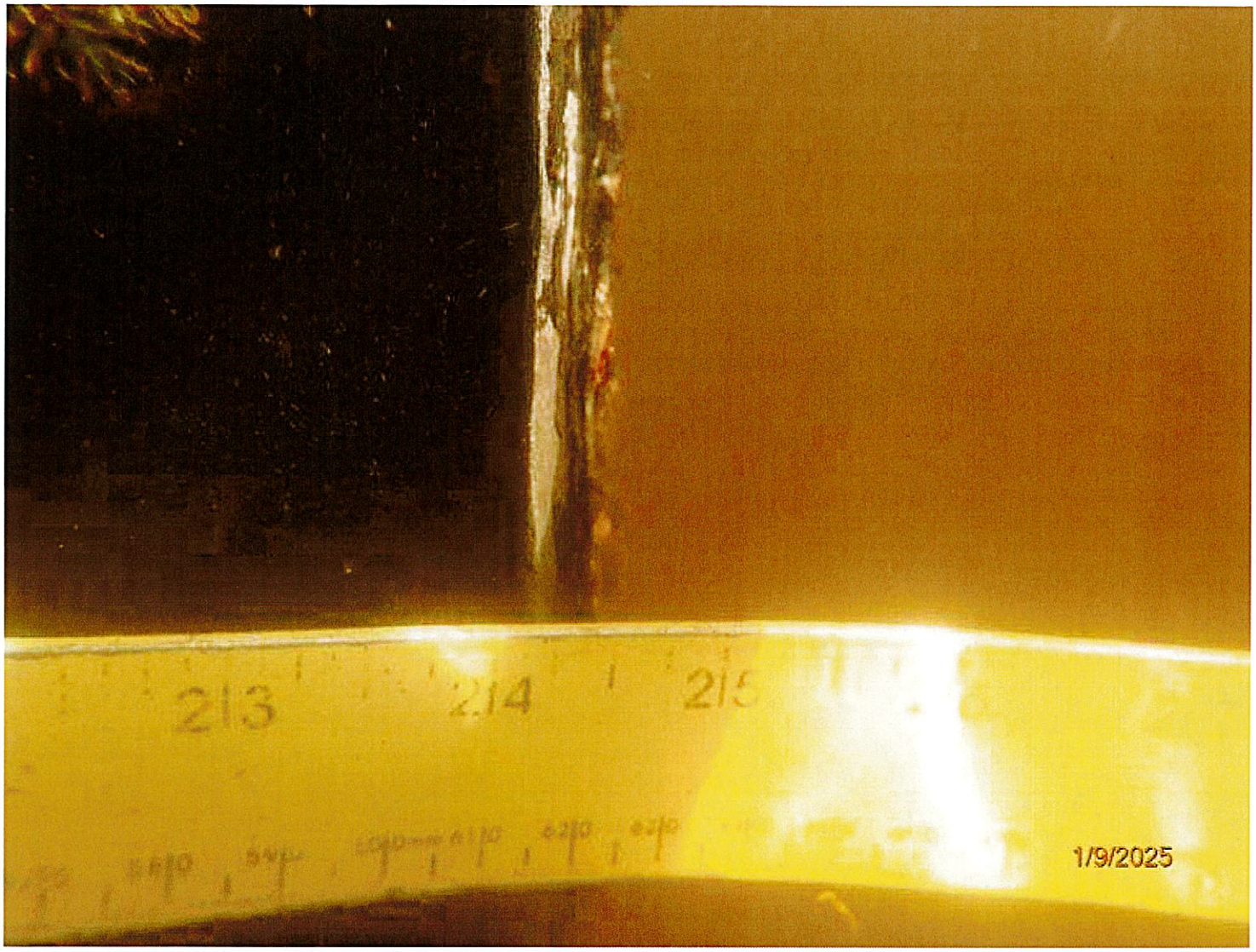

Photo 15: Element 225 Steel Pile

Typical delaminative corrosion to exposed pile below the jacket.

REPAIR RECOMMENDATION:
Clean piles beneath the jackets and restore section. Repair short jackets.

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Photo 16: Element 234 Re Conc Pier Cap

Spalls in the bottom face, at the north end of Bent Cap 6.
Typical vegetation growth at the end of the pier cap.

REPAIR RECOMMENDATIONS:
Repair spalls in the bottom face of Bent Cap 6.
Remove vegetation from the ends of the caps.

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Photo 17: Element 234 Re Conc Pier Cap

Bent Cap 5 east face spall.

REPAIR RECOMMENDATION:
None.

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Photo 18: Element 8298 Pile Jacket Bare

Pile Jacket 2-4 edge spalls.

REPAIR RECOMMENDATION:
Repair spalls and honeycombing in the pile jackets.

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Photo 19: Element 8298 Pile Jacket Bare

Typical pile jacket scale damage. Pile 6-1 shown.

REPAIR RECOMMENDATION:
None.

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Photo 20: Element 8298 Pile Jacket Bare

Pile Jacket 6-1 full height vertical crack and scale damage.

REPAIR RECOMMENDATION:
Seal cracks in the pile jackets.

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Photo 21: Element 8396 Other Abutment Slope Protection

Area of settled sand-cement bags north of Abutment 1.

REPAIR RECOMMENDATION:
Repair settled sand-cement bags north of Abutment 1.

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Photo 22: Element 8396 Other Abutment Slope Protection

Abutment 1 slope protection beneath Slab Unit 1-5 area of settlement with associated undermining.

REPAIR RECOMMENDATION:
Backfill and stabilize Abutment 1 slope protection beneath Slab Unit 1-5 area of settlement/undermining.

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Photo 23: Element 8396 Other Abutment Slope Protection

Abutment 1 slope protection beneath Slab Unit 1-5 area of settlement with associated undermining.

REPAIR RECOMMENDATION:
Refer to Photo 22.

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Photo 24: Element 8396 Other Abutment Slope Protection

Toe of Abutment 7 slope protection exposed and undermined.

REPAIR RECOMMENDATION:
Repair undermining of Abutment 7 slope protection.

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Photo 25: Element 333 Other Bridge Railing

Post 1-4 left, spall/delamination with exposed rebar and anchor bolt.

REPAIR RECOMMENDATION:
Repair spalls in bridge rail Posts 1-4 left and 6-3 right.

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Photo 26: Element 333 Other Bridge Railing

Post 5-3 right bolt is too long not allowing for proper installation. Missing cushion block.

REPAIR RECOMMENDATIONS:
Install proper length bolt on Post 5-3 right.
Install cushion blocks for all post throughout.

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Photo 27: Inspection Notes

Drainage flume north of Abutment 7 fractured.

REPAIR RECOMMENDATION:
Repair drainage flume north of Abutment 7.

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Photo 28: Inspection Notes

Southwest approach shoulder slope erosion with undermining.

REPAIR RECOMMENDATION:
Backfill and stabilize areas of erosion/undermining at the southwest and northwest approach slopes.

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Photo 29: Inspection Notes

Typical approach guardrail post missing cushion/spacer block.

REPAIR RECOMMENDATION:
Install cushion/spacer blocks on the approach guardrail.

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BRIDGE MANAGEMENT SYSTEM
Inspection/CIDR/Bridge Profile Report
CIDR

Description

Structure Unit Identification

Bridge/Unit Key: 060030 0
Structure Name: GRIFFIN ROAD (CR-652) OVER PEACE RIVER
Description: 6 Span Bridge
Type: M - Main

Roadway Identification

NBI Structure No (8): 060030
Position/Prefix (5): 1 - Route On Structure
Kind Hwy (Rte Prefix): 4 County Hwy
Design Level of Service: 1 Mainline
Route Number/Suffix: 00652 / 0 N/A (NBI)
Feature Intersect (6): PEACE RIVER
Critical Facility: Not Defense-crit
Facility Carried (7): GRIFFIN RD (CR652)
Mile Point (11): 0.902
Latitude (16): 027d32'26.7" Long (17): 081d47'31.1"

Roadway Traffic and Accidents

Lanes (28): 2 Medians: 0 Speed: 45 mph
ADT Class: 3 ADT Class 3
Recent ADT (29): 550 Year (30): 2025
Future ADT (114): 1041 Year (115): 2045
Truck % ADT (109): 9
Detour Length (19): 3.1 mi
Detour Speed: 45 mph
Accident Count: -1 Rate:

Roadway Classification

Nat. Hwy Sys (104): 0 Not on NHS
National base Net (12): 0 - Not on Base Network
LRS Inventory Rte (13a): 06 501 000 Sub Rte (13b): 00
Functional Class (26): 07 Rural Mjr Collector
Federal Aid System: ON
Defense Hwy (100): 0 Not a STRAHNET hwy
Direction of Traffic (102): 2 2-way traffic
Emergency: ☐

Roadway Clearances

Vertical (10): 99.99 ft Appr. Road (32): 24.1 ft
Horiz. (47): 24.1 ft Roadway (51): 24.1 ft
Truck Network (110): 0 Not part of natl netwo
Toll Facility (20): 3 On free road
Fed. Lands Hwy (105): 0 N/A (NBI)
School Bus Route: ☐
Transit Route: ☐

NBI Project Data

Proposed Work (075A): Not Applicable (P)
Work To Be Done By (075B): Not Applicable (P)
Improvement Length (076): 0 ft

Improvement Cost (094): $ 0.00
Roadway Improvement Cost (095): $ 0.00
Total Cost (096): $ 0.00
Year of Estimate (097):

NBI Rating

Channel (61): 6 Bank Slumping
Deck (58): 6 Satisfactory
Superstructure (59): 6 Satisfactory
Substructure (60): 5 Fair

Culvert (62): N N/A (NBI)
Waterway (71): 9 Above Desirable
Unrepaired Spalls: -1 sq.ft.
Review Required: ☒

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BRIDGE MANAGEMENT SYSTEM
Inspection/CIDR/Bridge Profile Report
CIDR

Structure Identification

Admin Area: Heartland Regional
District (2): D1 - Bartow
County (3): (06) Hardee
Place Code (4): No city involved
Location (9): 0.9 MI S/O SR-636
Border Br St/Reg (98): Not Applicable (P) Share: 0 %
Border Struct No (99):
FIPS State/Region (1): 12 Florida Region 4-Atlanta
NBIS Bridge Len (112): Y - Meets NBI Length

Parallel Structure (101): No || bridge exists
Temp. Structure (103): Not Applicable (P)
Maint. Resp. (21): 2 County Hwy Agency
Owner (22): 2 County Hwy Agency
Historic Signif. (37): 5 Not eligible for NRHP

Geometrics

Spans in Main Unit (45): 6
Approach Spans (46): 0
Length of Max Span (48): 44.13 ft
Structure Length (49): 264.8 ft
Total Length: 304.8 ft
Deck Area: 6726 sqft
Structure Flared (35): 0 No flare

Age and Service

Year Built (27): 1970
Year Reconstructed (106): 0
Type of Service On (42a): 1 Highway
Under (42b): 5 Waterway
Fracture Critical Details: Not Applicable

Structure Type and Material

Curb/Sidewalk (50): Left: 0.85 ft Right: 0.85 ft
Bridge Median (33): 0 No median
Main Span Material (43A): 5 Prestressed Concrete
Appr Span Material (44A): Not Applicable
Main Span Design (43B): 01 Slab
Appr Span Design (44B): Not Applicable

Deck Type and Material

Deck Width (52): 25.4 ft
Skew (34): 0 deg
Deck Type (107): 2 Concrete Precast Panel
Surface (108): 6 Bituminous
Membrane: 0 None
Deck Protection: None

Appraisal

Structure Appraisal

Open/Posted/Closed (41): A Open, no restriction
Deck Geometry (68): 4 Tolerable
Underclearances (69): N Not applicable (NBI)
Approach Alignment (72): 7-No Accel/Reduce Curve
Bridge Railings (36a): 0 Substandard
Transitions (36b): 0 Substandard

Approach Guardrail (36c): 0 Substandard
Approach Guardrail Ends (36d): 0 Substandard
Scour Critical (113): 8 Stable Above Footing

Navigation Data

Navigation Control (38): Permit Not Required
Nav Vertical Clr (39): 0 ft
Nav Horizontal Clr (40): 0 ft
Min Vert Lift Clr (116): 0 ft
Pier Protection (111): Not Applicable (P)

NBI Condition Rating

Sufficiency Rating: 61.6
Health Index: 90.58
Structural Eval (67): 5 Above Min Tolerable
Deficiency: Not Deficient

Minimum Vertical Clearance

Over Structure (53): 99.99 ft
Under (reference) (54a): N Feature not hwy or RR
Under (54b): 0 ft

Minimum Lateral Underclearance

Reference (55a): N Feature not hwy or RR
Right Side (55b): 0 ft
Left Side (56): 0 ft

Schedule

Current Inspection

Inspection Date: 02/19/2025
Inspector: KNBANEN - Elliott Coon
Bridge Group: E1U99
Alt. Bridge Group:
Primary Type: Regular NBI
Review Required: [X]

Next Inspection Date Scheduled

NBI: 02/19/2027
Element: 02/19/2027
Fracture Critical:
Underwater: 01/09/2027
Other/Special:
Inventory Photo Update Due: 02/19/2031

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Schedule Cont.

Inspection Types Performed NBI [X] Element [X] Fracture Critical [ ] Underwater [X] Other Special [ ]

Inspection Intervals	Required (92)	Frequency (92)		Last Date (93)	
Fracture Critical	[ ]		mos		
Underwater	[X]	24	mos	01/09/2025	
Other Special	[ ]		mos	09/29/2004	
NBI		24	mos (91)	02/19/2025	(90)

Inspection Resources

Crew Hours:	4
Flagger Hours:	0
Helper Hours:	0
Snooper Hours:	0
Special Crew Hours:	3
Special Equip Hours:	0

Bridge Related

General Bridge Information

Parallel Bridge Seq:
Channel Depth: 4 ft
Radio Frequency: -1
Phone Number:
Exception Date:
Exception Type: Unknown
Accepted By Maint: 01/01/1970
Warranty Expiration: 00/00/0000
Performance Rating: Fair

Bridge Rail 1: Steel guard/concret post
Bridge Rail 2: Not applicable-No rail
Electrical Devices: No electric service
Culvert Type: Not applicable
Maintenance Yard: Not FDOT Maintained
FIHS ON / OFF: No Routes on FIHS
Previous Structure:
2nd Previous Structure:
Replacement Structure:

Permitted Utilities: Power [ ] Water [ ] Gas [ ] Fiber Optic [X] Sewage [ ] Other [ ]

Bridge Load Rating Information

Inventory Type (065): 1 LF Load Factor
Operating Type (063): 1 LF Load Factor
Original Design Load (031): 4 M 18 (H 20)
Date: 12/31/2011
Initials: SLC
Load Rating Rev. Recom.: No
Load Rating Plans Status: Field Measurements

Inventory Rating (066): 22.7 tons
Operating Rating (064): 41.8 tons
FL120 Permit Rating: -1.0 tons
HS20/FL120 Max Span Rating: 41.8 tons
Dynamic Impact in Percent: 30 %
Governing Span Length: 44.1 ft
Minimum Span Length: 44.1 ft
Distribution Method: AASHTO formula

Load Rating Notes:

LEGAL LOADS

SU2: -1.0 tons
SU3: -1.0 tons
SU4: 35.0 tons
C3: -1.0 tons
C4: -1.0 tons
C5: 50.4 tons
ST5: 53.2 tons
Posting (070): 5 At/Above Legal Loads
Open/Posted/Closed (041): A Open, no restriction

POSTING

Recom. SU Posting: 99 tons
Recom. C Posting: 99 tons
Recom. ST5 Posting: 99 tons
Actual SU Posting: 99 tons
Actual C Posting: 99 tons
Actual ST5 Posting: 99 tons
Actual Blanket Posting: 99 tons
Emergency Vehicle: 1 EV inapplicable

FLOOR BEAM (FB) FB Present: No

FB Span Length, Gov: 0.0 ft
FB Spacing, Gov: 0.0 ft
FB OPR Rating: 0.0 tons
FB SU4 OPR Rating: 0.0 tons
FB FL120 Rating: 0.0 tons

SEGMENTAL (SEG)

SEG Wing-Span: -1.0 ft
SEG Web-to-Web Span: -1.0 ft
SEG Transverse HL93 Operating: -1.00 RF

Bridge Scour and Storm Information

Pile Driving Record: All pile driving records
Foundation Type: No foundation details
Mode of Flow: Riverine
Rating Scour Eval: Low Risk - Low
Highest Scour Eval: Phase I completed
Scour Evaluation Method:

Scour Recommended I: Stop scour evaluations
Scour Recommended II: No recommendation
Scour Recommended III: No recommendation
Scour Elevation: 999 ft
Action Elevation: 999 ft
Storm Frequency: 100

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Elements

Inspection Date: 02/19/2025 XRQU

DECKS : Decks/Slabs

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
0	8099 / 3	PS Conc Slab (Sonovoid)	6082	90.43	401	5.96	243	3.61	0	.	6726 (SF)
0	1080 / 3	Delamination/Spall/Patched Area	0	.	1	7.14	13	92.86	0	.	14 (SF)
0	1120 / 3	Efflorescence/Rust Staining	0	.	0	.	230	100	0	.	230 (SF)
0	1900 / 3	Distortion	0	.	400	100	0	.	0	.	400 (SF)
0	510 / 3	Wearing Surfaces	3710	58.33	0	.	2650	41.67	0	.	6360 sq.ft
0	3210 / 3	Del/Spall/Patch/Pot(Wear Surf)	0	.	0	.	750	100	0	.	750 sq.ft
0	3220 / 3	Crack (Wearing Surface)	0	.	0	.	1900	100	0	.	1900 sq.ft

DECKS : Joints

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
0	301 / 3	Pourable Joint Seal	0	.	0	.	0	.	178	100	178 ft
0	2310 / 3	Leakage	0	.	0	.	0	.	178	100	178 ft

MISCELLANEOUS : Channel

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
0	8290 / 3	Channel	0	.	1	100	0	.	0	.	1 (EA)
0	9150 / 3	Bank Erosion	0	.	1	100	0	.	0	.	1 (EA)

MISCELLANEOUS : Other Elements

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
0	321 / 3	Re Conc Approach Slab	1016	100	0	.	0	.	0	.	1016 sq.ft
0	510 / 3	Wearing Surfaces	936	92.13	0	.	80	7.87	0	.	1016 sq.ft
0	3220 / 3	Crack (Wearing Surface)	0	.	0	.	80	100	0	.	80 sq.ft

SUBSTRUCTURE : Substructure

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
0	215 / 3	Re Conc Abutment	68	97.14	2	2.86	0	.	0	.	70 ft
0	4000 / 3	Settlement	0	.	2	100	0	.	0	.	2 ft

SUBSTRUCTURE : Substructure

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
0	225 / 3	Steel Pile	0	.	0	.	20	100	0	.	20 (EA)
0	1000 / 3	Corrosion	0	.	0	.	20	100	0	.	20 (EA)
0	8516 / 3	Painted Steel	0	.	0	.	967	60.14	641	39.86	1608 sq.ft
0	3440 / 3	Eff (Stl Protect Coat)	0	.	0	.	967	60.14	641	39.86	1608 sq.ft

SUBSTRUCTURE : Substructure

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
0	234 / 3	Re Conc Pier Cap	123	93.18	0	.	9	6.82	0	.	132 ft
0	1080 / 3	Delamination/Spall/Patched Area	0	.	0	.	9	100	0	.	9 ft

SUBSTRUCTURE : Substructure

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
0	8298 / 3	Pile Jacket Bare	0	.	3	15	17	85	0	.	20 (EA)
0	1080 / 3	Delamination/Spall/Patched Area	0	.	0	.	1	100	0	.	1 (EA)

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0	1130 / 3	Cracking (RC and Other)	0	.	3	20	12	80	0	.	15 (EA)
0	1190 / 3	Abrasion(PSC/RC)	0	.	0	.	4	100	0	.	4 (EA)

SUBSTRUCTURE : Substructure

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
0	8396 / 3	Other Abutment Slope Protection	3803	94.72	212	5.28	0	.	0	.	4015 (SF)
0	4000 / 3	Settlement	0	.	48	100	0	.	0	.	48 (SF)
0	6000 / 3	Scour	0	.	164	100	0	.	0	.	164 (SF)

SUPERSTRUCTURE : Superstructure

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
0	333 / 3	Other Bridge Railing	502	94.72	0	.	28	5.28	0	.	530 ft
0	1020 / 3	Connection	0	.	0	.	20	100	0	.	20 ft
0	1080 / 3	Delamination/Spall/Patched Area	0	.	0	.	8	100	0	.	8 ft
0	8518 / 3	Galvanized Steel	3180	100	0	.	0	.	0	.	3180 sq.ft

Total Number of Elements*: 10
*excluding defects/protective systems

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Inspection Information

Inspection Date: 02/19/2025 **Type:** Regular NBI

Inspector: KNBANEN - Elliott Coon

Inspection Notes: Sufficiency Rating Calculation Accepted by KNBANES at 02/21/2025 10:09AM.

LOAD CAPACITY EVALUATION:
The current load rating dated 12/13/2011 appears complete and applicable to the reported structure conditions - Drew Appler, PE 03/24/2025.

After the inspection, the owner's engineer requested a substructure load rating be completed. The Load Rating is in the process of being completed and the ratings will be updated after completion.

The NBI Rating for SIA Items 58, Deck and 59, Superstructure are a 6 due to the rust staining and vertical off set between the slab units.

The NBI Rating for SIA Item 60, Substructure is a 5 due to pile jacket deterioration and condition of piles below the jackets. As previously stated by the Dive team additional measurements of the steel H-piles would require ultrasonic testing or non-destructive testing to determine the amount of section remaining to decide if a new NBI Rating or prompt action was needed.
The NBI Rating for SIA Item 61, Channel is a 6 due to slumping of the channel bank.

Divers inspected Channel, Bent 5 with four steel H-Piles, Jackets and Slope Protection.

NON-STRUCTURAL ITEMS:

DRAIN FLUMES:
The northeast drainage flume 25ft. north of Abutment 7 has settled, fractured and failed up to full length (25ft) x 10ft. wide x up to 6ft. deep with undermining back under the settled and fractured area up to 25ft. x 10ft. x 8ft. deep back under. Refer to Photo 27. REPAIR

APPROACH ROADWAY:
The asphalt over the approach slab to approach roadway transitions have roadway width x 1/4in. wide transverse and multi-directional cracks throughout - INCREASE.

APPROACH SHOULDERS:
The southwest approach shoulder slope, on the south side of Post 2 from the structure has an 18ft. x 8ft. x up to 3ft. deep area of erosion with undermining up to 20in. x 2ft. x up to 4ft. back under near the bottom edge. This area has been partially filled in with rock rubble, however, the erosion is progressing. The shoulder on the north side of Post 2 (traffic side) has collapsed asphalt with a 3ft. x 2ft. x 2ft. hole. Refer to Photo 28. REPAIR

The southwest and northwest approach slope has up to 12ft. x 6ft. x 18in. area of erosion with collapsed asphalt - INCREASE. REPAIR

APPROACH GUARDRAILS:
The approach guardrail posts do not have cushion/spacer blocks. Refer to Photo 29. REPAIR

The southwest, northwest and northeast guardrail end terminals and southwest guardrail have minor damage.

Structure Notes

BRIDGE OWNER: HARDEE COUNTY

Structure inventoried from west to east.

TRAFFIC RESTRICTION: According to the load rating dated 12/31/2011, posting is not required. This structure is not posted.

Asphalt thickness = 6in.

Schedule Notes

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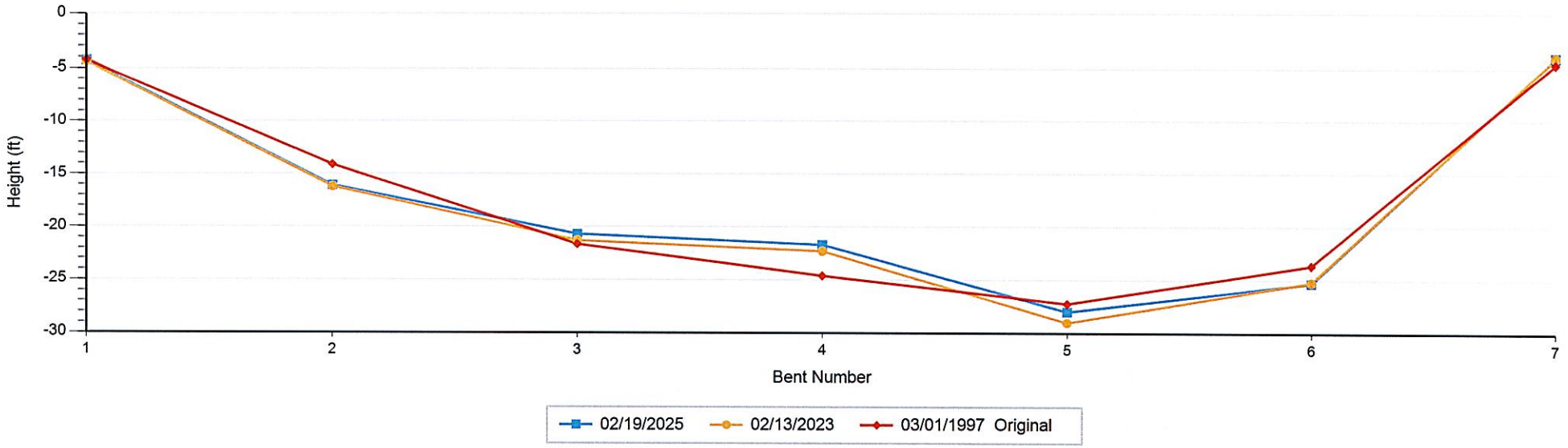
FLORIDA DEPARTMENT OF TRANSPORTATION BRIDGE MANAGEMENT SYSTEM
Inspection/CIDR/Bridge Profile Report
Bridge Profile

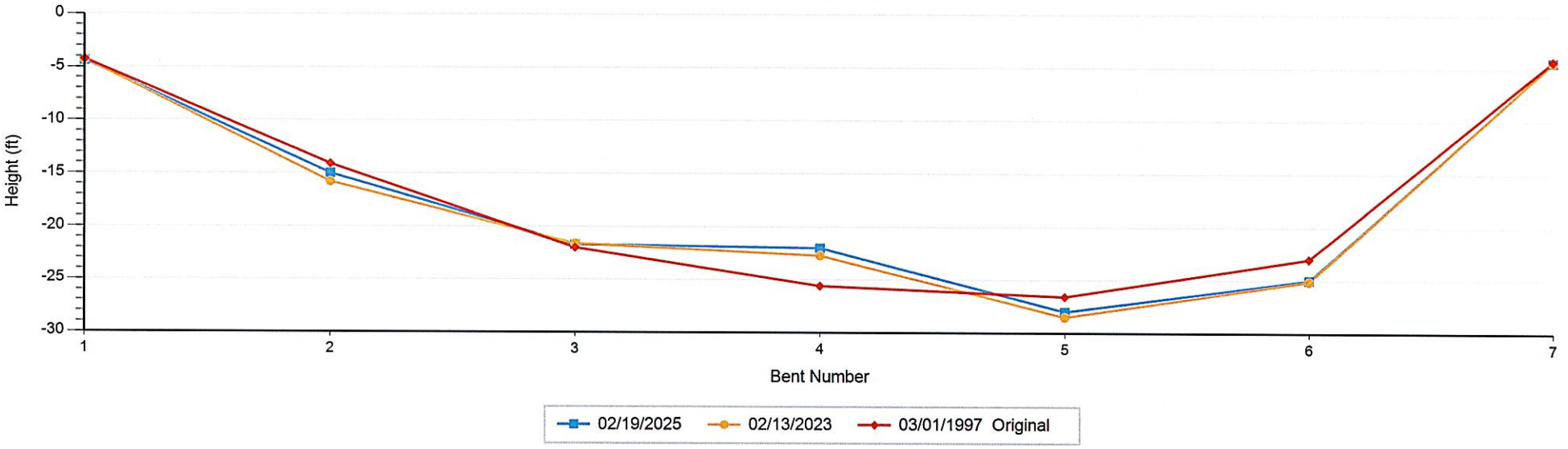
DATE PRINTED: 4/11/2025 12:00:38

PREVIEW Date: Oct 08, 2026

Left Profile by Inspection



Right Profile by Inspection



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Workspace ID: WS01769399 Funding Opportunity Number: FHWA-PROT-26-001

FLORIDA DEPARTMENT OF TRANSPORTATION BRIDGE MANAGEMENT SYSTEM
Inspection/CIDR/Bridge Profile Report
Bridge Profile

DATE PRINTED: 4/11/2025 12:00:38

PREVIEW Date: Oct 08, 2026

Profile Data - Numerical Summary

Inspection Date and Key: 2/19/2025 XRQU

Bent #	Left Height	Right Height
1	4.30	4.40
2	16.10	15.00
3	20.70	21.70
4	21.70	22.00
5	28.00	28.00
6	25.30	25.00
7	4.00	4.40

(All Heights are in Feet)

Air Temp:

Profile Notes:

Profile measurements referenced from the top of the curb.
Waterline taken at Bent 5 left and right = 24.0ft.

Inspection Date and Key: 2/13/2023 XOXQ

Bent #	Left Height	Right Height
1	4.40	4.30
2	16.20	15.80
3	21.30	21.60
4	22.30	22.70
5	29.00	28.50
6	25.20	25.10
7	4.00	4.40

Air Temp:

Profile Notes:

Profile measurements referenced from the top of the curb.
Waterline taken at Bent 5 left and right = 23.8ft.

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Workspace ID: WS01769399 Funding Opportunity Number: FHWA-PROT-26-001

FLORIDA DEPARTMENT OF TRANSPORTATION BRIDGE MANAGEMENT SYSTEM
Inspection/CIDR/Bridge Profile Report
Bridge Profile

DATE PRINTED: 4/11/2025 12:00:38

PREVIEW Date: Oct 08, 2026

Profile Data - Numerical Summary

Inspection Date and Key: 3/1/1997 STRT

(Original Inspection)

(All Heights are in Feet)

Bent #	Left Height	Right Height
1	4.27	4.27
2	14.11	14.11
3	21.65	21.98
4	24.61	25.59
5	27.23	26.57
6	23.62	22.97
7	4.59	4.27

Air Temp:

Profile Notes:

Original measurements taken 10/84.

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Workspace ID: WS01769399 Funding Opportunity Number: FHWA-PROT-26-001

Routine Underwater Bridge Inspection Report
VOLKERT, INC.
for
BURGESS & NIPLE, INC.

NBI Structure ID. (8): **060030** Underwater Date (93): 01/09/25

Structure/Roadway Identification:

District (2):	01
County (3):	Hardee
Feature Intersected (6):	Peace River
Facility Carried (7):	Griffin Rd. (CR-652)

Underwater Inspection Details:

Special Crew Hours:	3.0
Max. Depth:	5ft. at Bent 5
Type of Dive Insp.:	Level II (Snorkel)
Type of Boat Used:	N/A
Water Type/Marine Growth:	Fresh – Algae

Previous Inspection:

Lead Diver:	P.E./C.B.I. No.:	Inspection Date:
Hoogland, Keith S.	00341	02/28/23

Inspection Personnel:

Field Personnel:	Title	P.E./C.B.I. No.:	Duty:	Signature:
Redden, Michael D.	UCBI	00702/Lead	Tend	
Hoogland, Keith S.	SUCBI	00341	Dive	
Morton, Brooke R.	AUBI		Dive	

8290 CHANNEL **1** EA. = **CS-2:** 1EA.

CS-2 9140 = There is minor debris (branches, logs) throughout the channel, not affecting flow. (1EA)

225 STEEL PILE **4** EA. = **CS-3:** 4EA.

NOTE: This element represents the four steel H-piles at Bent 5.

CS-3 1000 = The steel H-piles in Bent 5 have heavy corrosion and pitting up to 1/8in. deep with some of the flanges exhibiting delaminative corrosion in the exposed areas under the jacket. The flange edges remaining are from 1/4in. down to knife edge. (3EA) (additional measurements would require ultrasonic testing to determine section remaining).

CS-3 1000 = Pile 5-1: Below the jacket, has a deteriorated flange from 12in. down to 11in. – NEW. (1EA)

Pile 5-4: East face 18in. below jacket, 9in. high area of 1/2in. distortion with knife edging on the flanges.

Cleaning Log: No cleaning due to freshwater environment.

8516 PAINT ON STEEL **56** SF. = **CS-4:** 56SF.

CS-4 3440 = The paint system for the Bents 5 and 6 piles (piles are exposed up to 4ft. 10in. beneath the jackets) has failed and is no longer present. (56SF)

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8298 PILE JACKET BARE **4** EA. = **CS-3:** 4EA.

NOTE: This element represents the jackets on Piles 5-1, 5-2, 5-3 and 5-4. The jackets are 18in. square, up to 8ft. high. The pile jackets at Bent 5 do not extend to the groundline.

CS-3 1190 = The pile jackets at Bent 5 from the high-water mark down have scale damage (loss of aggregate) up to 3/4in. deep. (4EA)

The concrete pile jackets have horizontal cracks, up to full width x 1/16in. wide and vertical cracks up to full height x 1/4in. wide.

The lower portions of the pile jackets at Bent 5 is irregular with spalls and areas of honeycomb, up to 12in. H x 12in. W x 4in. D.

Jacket 5-4: SE corner 3ft. below top of jacket, has a spall 12in. H x 5in. W x 1-1/2in. D.

INSPECTION NOTES: Divers inspected Channel, Bent 5 with four steel H-Piles, Jackets and Slope Protection.
STRUCTURE NOTES: Structure inventoried west to east.

PHOTO LOG:
No. 1: Structure ID
No. 2: South elevation
No. 3: Jacket 5-4 SE corner, spall
No. 4: Jacket 5-4, typical scale damage
No. 5: Jacket 5-4 east face, typical vertical crack
No. 6: Pile 5-4, typical corrosion/knife edge
No. 7: Jacket 5-2 south face, typical spalls/honeycomb
No. 8: Bent 4, less than 3ft. of water
No. 9: Pile 5-1 below the jacket, area of deteriorated flange
No. 10: Bent 6, less than 3ft. of water

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BRIDGE INSPECTION REPORT

PREPARED FOR: FLORIDA DEPARTMENT OF TRANSPORTATION

BRIDGE OWNER: HARDEE COUTY

FERROVIAL

INSPECTED BY:

VOLKERT

BRIDGE NO. 064085 | CONTENTS OF REPORT | INSPECTION DATE: 01/05/2023

	BrM Report		U/W Inspection Report
	CIDR	*	Fracture Critical Data
	Scour Elevation (Profile)	*	Load Rating Analysis Summary
*	Addendum (Element Notes & Photos/Sketches)		

*This section is not included in this report.



HENDRY RD OVER GUM SWAMP BRANCH | 0.2MI N/O METHODIST CHURCH RD



FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM
Inspection/CIDR/Bridge Profile Report
Inspection

Structure ID: 064085

DISTRICT: D1 - Bartow

INSPECTION DATE: 1/5/2023 GAVV



South Posting Sign

This report contains information relating to the physical security of a structure and depictions of the structure. This information is confidential and exempt from public inspection pursuant to sections 119.071(3)(a) and 119.071(3)(b), Florida Statutes. Only the cover page of this report may be inspected and copied.

FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM
Inspection/CIDR/Bridge Profile Report
Inspection

Structure ID: 064085

DISTRICT: D1 - Bartow **INSPECTION DATE: 1/5/2023 GAVV**



North Posting Sign

This report contains information relating to the physical security of a structure and depictions of the structure. This information is confidential and exempt from public inspection pursuant to sections 119.071(3)(a) and 119.071(3)(b), Florida Statutes. Only the cover page of this report may be inspected and copied.

BRIDGE INSPECTION REPORT

PREPARED FOR: FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE OWNER: HARDEE COUNTY

FERROVIAL

INSPECTED BY:

BURGESS & NIPLE

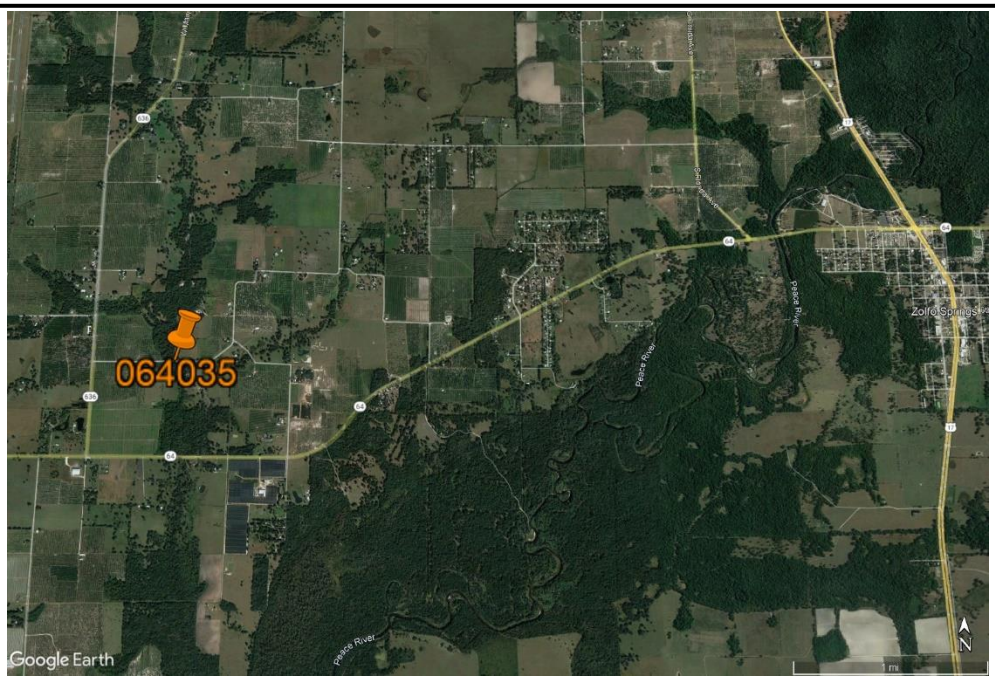
BRIDGE NO. 064035 **CONTENTS OF REPORT** **INSPECTION DATE:** 02/14/2023

	BrM Report	*	U/W Inspection Report
	CIDR	*	Fracture Critical Data
	Scour Elevation (Profile)	*	Load Rating Analysis Summary
*	Addendum (Element Notes & Photos/Sketches)		

*This section is not included in this report.



DANSBY ROAD OVER TROUBLESOME CREEK **0.4 MILE EAST OF CR-64A**



FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM
Inspection/CIDR/Bridge Profile Report
Inspection

Structure ID: 064035

DISTRICT: D1 - Bartow **INSPECTION DATE: 2/14/2023 EAQE**



Photo 14: Inspection Notes

Northeast object marker set too low, typical.

REPAIR RECOMMENDATION:
Reset object markers at the four corners of the structure.

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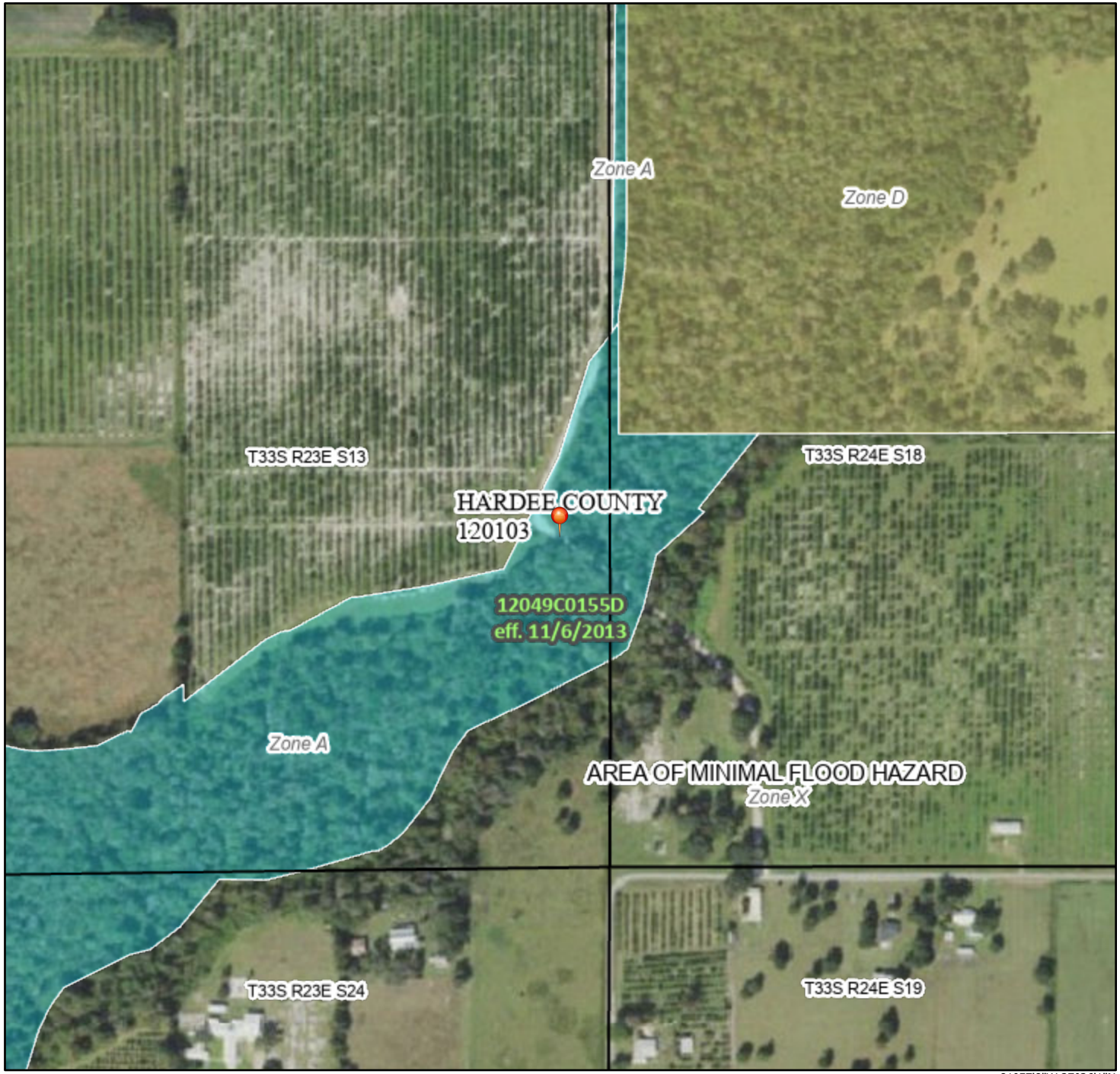
National Flood Hazard Layer FIRMette

HENDRY ROAD BRIDGE

FEMA

81°57'45"W 27°36'33"N



81°57'8"W 27°36'1"N

0 250 500 1,000 1,500 2,000 Feet

1:6,000

Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS
- Without Base Flood Elevation (BFE) *Zone A, V, A99*
- With BFE or Depth *Zone AE, AO, AH, VE, AR*
- Regulatory Floodway

OTHER AREAS OF FLOOD HAZARD
- 0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile *Zone X*
- Future Conditions 1% Annual Chance Flood Hazard *Zone X*
- Area with Reduced Flood Risk due to Levee. See Notes. *Zone X*
- Area with Flood Risk due to Levee *Zone D*

OTHER AREAS
- NO SCREEN Area of Minimal Flood Hazard *Zone X*
- Effective LOMRs
- Area of Undetermined Flood Hazard *Zone D*

GENERAL STRUCTURES
- Channel, Culvert, or Storm Sewer
- Levee, Dike, or Floodwall

OTHER FEATURES
- 20.2 Cross Sections with 1% Annual Chance
- 17.5 Water Surface Elevation
- Coastal Transect
- Base Flood Elevation Line (BFE)
- Limit of Study
- Jurisdiction Boundary
- Coastal Transect Baseline
- Profile Baseline
- Hydrographic Feature

MAP PANELS
- Digital Data Available
- No Digital Data Available
- Unmapped

N

The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

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PREVIEW Date: Oct 08, 2026 Workspace ID: WS01769399 Funding Opportunity Number: FHWA-PROT-26-001

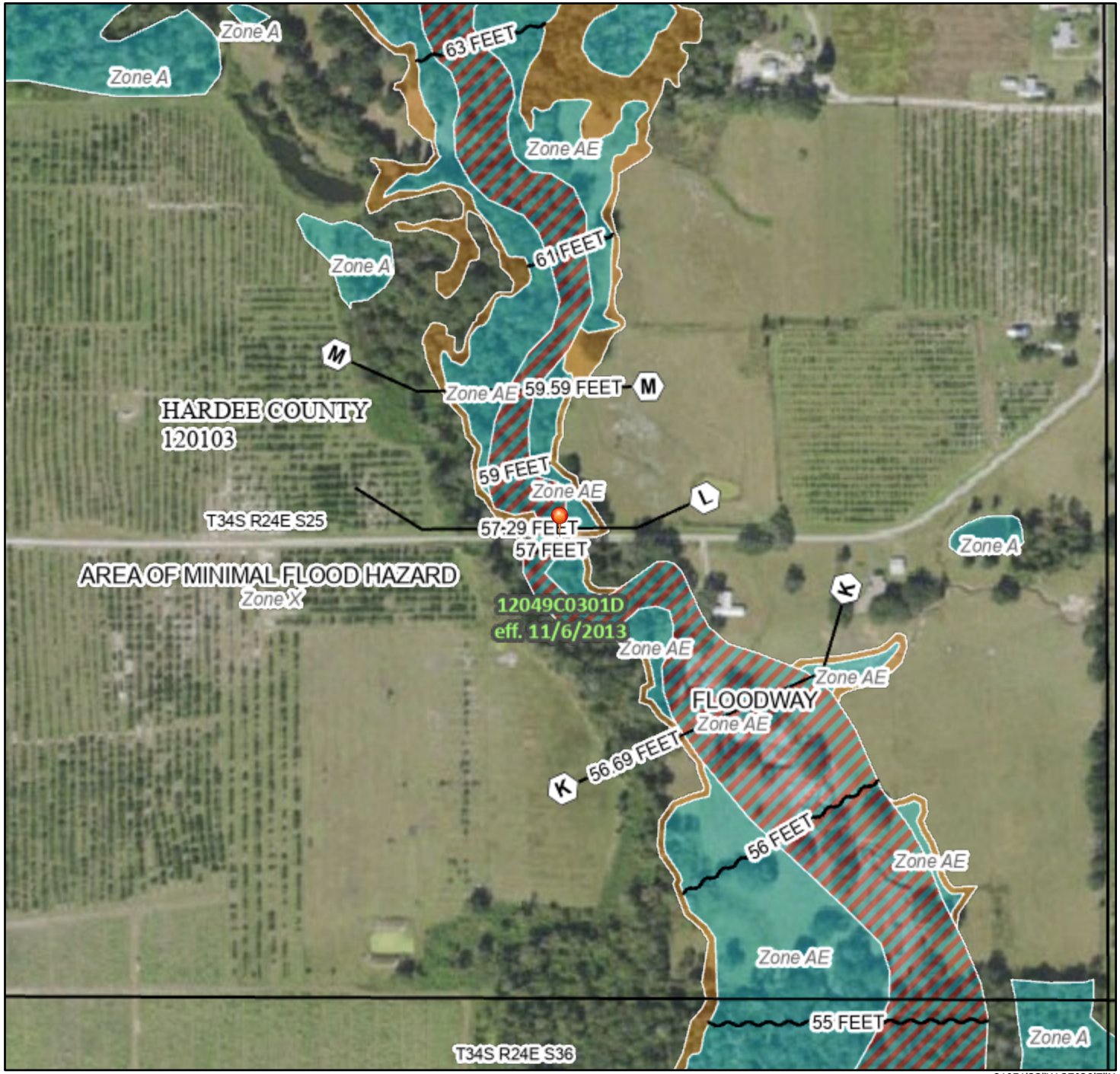
Basemap Imagery Source: USGS National Map 2023

National Flood Hazard Layer FIRMette

DANSBY ROAD BRIDGE

FEMA

81°52'10"W 27°29'39"N



81°51'33"W 27°29'7"N

0 250 500 1,000 1,500 2,000 Feet

1:6,000

Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS
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GENERAL STRUCTURES
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- Levee, Dike, or Floodwall

OTHER FEATURES
- 20.2 Cross Sections with 1% Annual Chance
- 17.5 Water Surface Elevation
- Coastal Transect
- 513 Base Flood Elevation Line (BFE)
- Limit of Study
- Jurisdiction Boundary
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- Profile Baseline
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MAP PANELS
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PREVIEW Date: Oct 08, 2026 Workspace ID: WS01769399 Funding Opportunity Number: FHWA-PROT-26-001

Basemap Imagery Source: USGS National Map 2023

National Flood Hazard Layer FIRMette

FISH BRANCH ROAD BRIDGE

FEMA

81°43'58"W 27°21'41"N



81°43'21"W 27°21'9"N

Feet

0 250 500 1,000 1,500 2,000

1:6,000

Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

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OTHER FEATURES
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- Coastal Transect
- Base Flood Elevation Line (BFE)
- Limit of Study
- Jurisdiction Boundary
- Coastal Transect Baseline
- Profile Baseline
- Hydrographic Feature

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PREVIEW Date: Oct 08, 2026 Workspace ID: WS01769399 Funding Opportunity Number: FHWA-PROT-26-001

Basemap Imagery Source: USGS National Map 2023

National Flood Hazard Layer FIRMette

GRIFFIN ROAD BRIDGE

FEMA



Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

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- Limit of Study
- Jurisdiction Boundary
- Coastal Transect Baseline
- Profile Baseline
- Hydrographic Feature

MAP PANELS
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- No Digital Data Available
- Unmapped

N

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PREVIEW Date: Oct 08, 2026 Workspace ID: WS01769399 Funding Opportunity Number: FHWA-PROT-26-001

Basemap Imagery Source: USGS National Map 2023

PROTECT - Bridge Improvement Map

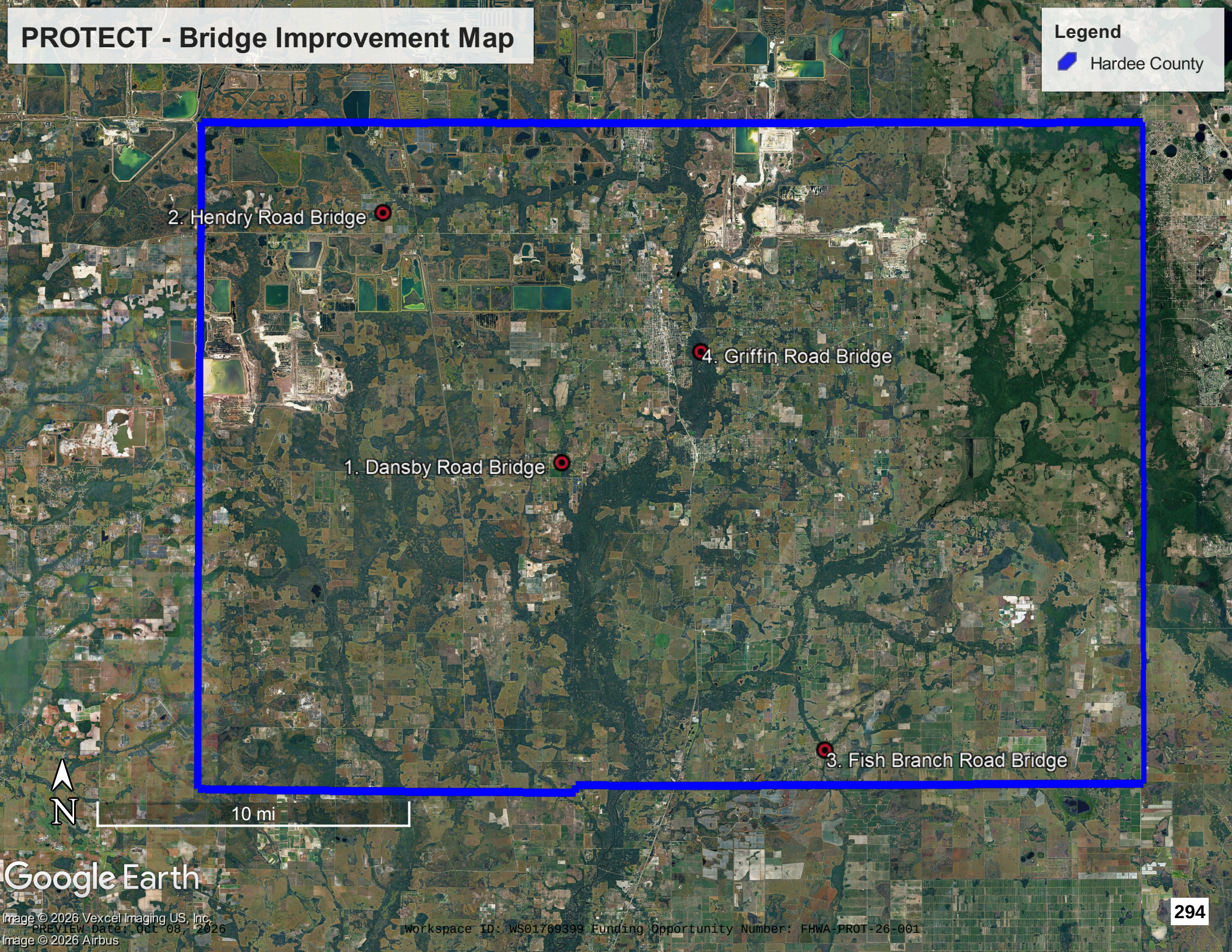

Image © 2026 Vexcel Imaging US, Inc.
Image © 2026 Airbus

PREVIEW Date: Oct 08, 2026

Workspace ID: WS01709399 Funding Opportunity Number: FHWA-PROT-26-001

Memorandum

Hardee County Bridge Investment Program (BIP) Benefit-Cost Analysis for Fish Branch Bridge Replacement Project

Date: September 24, 2024

Project name: Hardee County Bridge Investment Program

PREVIEW Date: Oct 08, 2026 Workspace ID: WS01769399 Funding Opportunity Number: FHWA-PROT-26-001

Executive Summary

This benefit-cost analysis (BCA) evaluates the impact of replacing the Fish Branch Bridge in Hardee County, Florida to support a grant application to the U.S. Department of Transportation's (DOT's) Federal Highway Administration Bridge Investment Program (BIP). The analysis uses the Federal Highway Administration-developed BIP BCA Tool to determine project eligibility for the program. The Fish Branch Bridge Replacement Project (the Project) entails replacing the current outdated wooden infrastructure with a more resilient concrete structure, which will increase reliability and reduce the risk associated with future flooding.

For this BCA, a total discounted cost of $2.52 million is used, supporting a total funding request of $3.74 million, which includes design, engineering, permitting, and construction of the bridge. Replacing the Fish Branch Bridge will extend its projected closure date and result in fewer detours. These impacts will have associated travel time savings, vehicle operating cost savings, and reduced vehicle emissions. Bridge replacement will also reduce maintenance costs. Environmental services, design, and engineering are expected to be completed in 2027; construction activities would start in 2028 with a completion date in 2029. The analysis period is 30 years of operations following Project completion and was conducted in compliance with the U.S. DOT *Benefit-Cost Analysis Guidelines for Discretionary Grant Programs* (U.S. DOT 2023). This analysis conforms to the methodologies set forth by U.S. DOT and other federal guidelines regarding BCA and was performed in line with industry standards and best practices.

Executive Summary Matrix

Table ES-1 summarizes the key components of the analysis, describing the baseline status of roadway vehicle travel for Fish Branch Bridge, and the expected impacts of the proposed Project improvements.

Table ES-1. Executive Project Summary Matrix

Project Parameters	Description
Current Status/Baseline and Problem to be Addressed	Fish Branch Bridge over Gum Swamp Creek is frequently impacted by flooding and is at risk of being damaged in future events. Most recently, floodwaters during Hurricane Ian resulted in bridge closure for 2 days.
Change to Baseline Conditions/Alternatives	**No Build Alternative:** Under current conditions, Fish Branch Bridge is projected to be closed in 2052 (based on the year that Overall Condition Rating 2 is reached, plus average time to closure), requiring local traffic to use alternative routes. The existing bridge will continue to be at risk of flood damage.
	Build Alternative: The Project includes removing the existing wooden bridge at Fish Branch and replacing it with a more resilient concrete bridge. The new bridge will allow the roadways to remain open through the analysis period and reduce detours.
Type of Impacts	**Travel Time Savings:** The Project will extend the projected permanent closure date for Fish Branch Bridge, reducing the need to take an alternative route, and resulting in travel time savings for autos and trucks.
	Vehicle Operating Cost Savings: The Project will extend the projected permanent closure date for Fish Branch Bridge, reducing detours and associated vehicle costs.
	Vehicle Emissions Reduction: The Project will extend the projected permanent closure date for the bridge, reducing the need to take an alternative route, and resulting in vehicle emissions reductions from autos and trucks.

PREVIEW Date: Oct 08, 2026 Workspace ID: WS01769399 Funding Opportunity Number: FHWA-PROT-26-001

Project Parameters	Description
	Other Environmental Savings: The Project will extend the projected permanent closure dates for Fish Branch Bridge, reducing the need to take an alternative route, and resulting in lower noise pollution from autos and trucks.
	Maintenance Cost Savings: The Project is expected to reduce maintenance costs for the Fish Branch Bridge, including annual routine maintenance costs and larger periodic repair costs to replace railings and pilings.
	Residual Value: The proposed improvements included in the Project are expected to have a useful life of 75 years, representing a long-term investment for the County. The analysis monetizes the useful life of the capital investment remaining at the end of the 30-year analysis period as the residual value of the bridge asset.

Summary of Benefit-Cost Analysis Results

This BCA evaluates and monetizes the social benefits and costs of the Fish Branch Bridge over a 2-year design and construction period and a 30-year analysis period. Construction is expected to take place over a 12-month period in 2028 with design and engineering completed in 2027. The bridge is expected to open in 2029. The analysis period of the Project is, following the completion of construction, from 2029 to 2058. The benefits and costs evaluated in the analysis are calculated in 2022 constant dollars and their present value is calculated using a 3.1 percent discount rate, per U.S. DOT BCA guidance (U.S. DOT 2023).

Costs

Project capital costs are estimated based on cost estimates completed for Fish Branch Bridge by a bridge engineer experienced in Florida Department of Transportation (FDOT) cost estimation. This cost estimate aligns with the County's experience designing and building bridges in the area. The work is expected to cost $3.74 million in total (year of expenditure dollars), which is equivalent to $2.52 million in real, discounted dollars; in year of expenditure dollars, the costs include $3.29 million in construction costs (including demolition, construction and mobilization, and construction inspection), and $0.45 million in design, engineering, and permitting. The capital costs represent the estimated costs for design, engineering, and construction of the proposed Project improvements based on the preliminary concept parameters and schedule. Capital costs by year are summarized in Table ES-2.

Costs are entered in the BIP BCA Tool as year of expenditure dollars, with an escalation rate of 3.73 percent based on the 5-year average increase in construction costs according to Engineering News Record's Construction Cost Index (Engineering News Record 2024).

Table ES-2. Project Cost (in millions of undiscounted year of expenditure dollars)

Cost Category	2027	2028	Total
Design and Engineering	$0.45		**$0.45**
Construction		$3.29	**$3.29**
Total			**$3.74**

Benefits

The Project is expected to reduce bridge closures, minimize the need for longer alternative routes, and generate savings in maintenance costs. Existing and future users of the bridge are expected to benefit from the improvements over a long period, resulting in residual value benefit for this analysis. There are also expected to be non-monetized resilience benefits, as the newly constructed bridge will be more resilient to damage from future hurricanes and flooding events. These non-monetized benefits are not included in the analysis. The following subsections detail the monetized impacts over the 30-year analysis period.

Roadway Traffic Benefits – Travel Time, Vehicle Operating Cost, Vehicle Emissions

Auto and truck traffic traveling on Fish Branch Road is expected to experience fewer intermittent bridge closures over the analysis period and to use the bridge beyond the current anticipated closure date. The analysis captures benefits to auto and truck traffic, based on the current and projected annual average daily traffic (AADT) counts in the National Bridge Inventory data, included by default in the BIP BCA Tool. The change in total travel time and total travel mileage with and without the Project improvements illustrates the benefits associated with roadway users, including travel time, vehicle operating costs, and vehicle emissions, as well as noise reduction benefits.

Maintenance Cost Savings

Maintenance costs for the current wooden bridge are expected to continue to increase as the bridge ages. Constructing a new concrete bridge that is more resilient to future floods and erosion is expected to reduce maintenance costs for the County. Historical maintenance costs and professional opinion on their trends over time are used to illustrate the cost savings from the Project.

Asset Useful Life and Residual Value

The analysis assumes a useful life of at least 75 years for the proposed improvements, signifying a significant capital investment. The residual value measures the remaining value of the capital investment after the first 30 years of straight-line depreciation at the end of the analysis period.

Benefit-Cost Analysis Results

The total benefits generated from the Project improvements within the analysis period are calculated to be $3.49 million in discounted 2022 dollars. The total capital costs, including design, preliminary engineering, and construction, are calculated to be $2.52 million in discounted 2022 dollars. The difference between the discounted benefits and costs equals a net present value of $0.97 million in discounted 2022 dollars, resulting in a benefit-cost ratio of 1.39. Table ES-3 summarizes the results of the base analysis for the Project by benefit category.

Table ES-3. BCA Summary Results (in 2022 dollars, discounted at 3.1 percent)

BCA Metric	Fish Branch
Total Benefits	**$3,488,233**
Travel Time Savings	$1,698,719
Vehicle Operating Cost Savings	$1,110,441
CO_2 Emissions Reduction	$274,149
Non-CO_2 Emissions Reduction	$18,733
Other Environmental Benefits	$712
Maintenance Cost Savings	$34,529
Residual Value	$353,135
Total Capital Costs	**$2,516,651**
Benefit-Cost Ratio	**1.39**
Net Present Value	**$973,767**

CO_2 = carbon dioxide

PREVIEW Date: Oct 08, 2026 Workspace ID: WS01769399 Funding Opportunity Number: FHWA-PROT-26-001

1. Introduction

This benefit-cost analysis (BCA) evaluates Hardee County's (County's) construction of a new concrete culvert bridge on Fish Branch Road in place of an existing wooden bridge. This memorandum details the methodology and assumptions used to calculate benefits and costs. The BCA is a requirement of the Fiscal Year 2023-2026 Bridge Investment Program (BIP) administered by the U.S. Department of Transportation (DOT).

1.1 BCA Framework

A BCA is an evaluation framework to assess the economic advantages (benefits) and disadvantages (costs) of an investment alternative. Benefits and costs are broadly defined and are quantified in monetary terms to the extent possible. The overall goal of a BCA is to assess whether the expected benefits of a project justify the costs from a national perspective. A BCA framework attempts to capture the net welfare change created by a project. It includes cost savings and increases in welfare (benefits), disbenefits where costs can be identified (for example, Project capital costs), and welfare reductions where some groups are expected to be made worse off as a result of the proposed Project.

The BCA framework involves defining a baseline scenario, or "No Build" Scenario, which is compared to the "Build" Scenario, where the grant request is awarded, and the Project is built as proposed. The BCA assesses the incremental difference between the No Build Scenario and the Build Scenario, which represents the net change in welfare. BCAs are forward-looking exercises that seek to assess the incremental change in welfare over a project life cycle. The importance of future welfare changes is determined through discounting, which is meant to reflect both the opportunity cost of capital as well as the societal preference for benefits in the present and near future.

The analysis was conducted in accordance with the benefit-cost methodology as recommended by the U.S. DOT in the *BCA Guidance for Discretionary Grant Programs* (U.S. DOT 2023). This methodology includes the following analytical assumptions:

- Defining existing and future conditions under a No Build Scenario and Build Scenario
- Estimating benefits and costs during Project construction and operation, including 30 years of operations beyond the Project completion when benefits accrue
- Using U.S. DOT-recommended monetized values for travel time savings, vehicle operating cost savings, emissions, and pedestrian benefits, while relying on best practices for monetization of other benefits
- Presenting dollar values in real 2022 dollars. In instances where cost estimates and benefits valuations are expressed in historical or future dollar years, using an appropriate inflation rate to adjust the values
- Discounting future benefits and costs with a real discount rate of 3.1 percent

1.2 Memorandum Contents

This memorandum illustrates the methodology, assumptions, and inputs used in the BCA and an evaluation of its results. Section 2 provides an explanation of the BCA methodology and a

description of the Project. Section 3 provides an explanation of the Project costs. Section 4 provides an outline of the benefit categories. Section 5 outlines the summary results of the BCA.

2. Project Overview

2.1 Project Description

After Hurricane Ian in 2022, the County realized the need to replace Fish Branch Bridge, which was overtopped and inaccessible due to storm-related flooding. To reduce the risk of damage in future flooding events and extend the life of the bridge, the County plans to replace the current wooden bridge with a concrete structure. This Project will modernize existing infrastructure and reduce the risk of damage or closure following flood events and due to the age and lifespan of the current bridge. With the reconstruction of the bridge, travel time, vehicle emissions, and vehicle operating costs for users taking alternative routes will decrease, as will maintenance costs incurred by the County. Creating a more resilient structure will provide rural and agricultural communities in the County with more reliable travel options into the future. The increased resilience of the newly constructed bridge is not monetized in this analysis. Because this non-monetized benefit is not included, the analysis can be considered a conservative evaluation of the benefits and costs of the Project.

2.2 BCA General Assumptions

The BCA requires a number of general assumptions that guide the overall analysis, presented in Table 1.

Table 1. General Assumptions

Assumption	Value
Base Year Dollars	2022
Real Discount Rate	3.1 percent (consistent with U.S. DOT guidance for discretionary grants and Office of Management and Budget Circular A-94) (Office of Management and Budget 2023)
Environmental/Design/Construction Start Date	2027
Environmental/Design/Construction End Date	2028
Project Opening	2029
End of Analysis Period	2058
Operations Period	30 years post-construction

2.3 Build and No Build Scenario Comparison

The BCA assesses whether a proposed infrastructure investment is economically viable by comparing the quantified benefits to the expected costs of both the Build and No Build Scenario. Benefits and disbenefits are estimated through changes in user costs, impacts to County maintenance costs, and impacts on the wider community attributable to the Project. Net Project impacts are measured by comparing benefits, including maintenance cost reductions to capital costs for both the Build and No Build Scenarios.

The No Build Scenario assumes the existing conditions for Fish Branch Bridge remain in place. The current bridge is projected to reach an Overall Condition Rating of 2 in 2048. Based on BIP

default assumptions, the bridge is expected to close to all traffic 3.68 years later (the average time to closure after reaching Overall Condition Rating 2) in 2052. The bridge will continue to require regular maintenance that will increase over time as the bridge ages, as well as costly repairs to railings and pilings.

The Build Scenario assumes that total demolition and reconstruction of the Fish Branch Bridge will be completed. Delays and alternative routes related to bridge closure will be reduced, ensuring traffic can travel through the area, even during and following extreme events. The new structures will require less maintenance and larger repairs will not be required until decades into the bridge's useful life.

3. Project Costs

The expected costs associated with the Project include the capital expenditures for design, engineering, and construction. The Project is anticipated to impact annual operations and maintenance costs, as well, but these costs are summarized under Section 4.2.5, as maintenance cost savings, in alignment with the BIP BCA Tool.

3.1 Project Capital Costs

Capital costs include anticipated costs for design, engineering, and construction services required to develop all the Project elements. No design has taken place for the project. Instead, costs are estimated based on approximate bridge specifications, including the costs of design and engineering, demolition of the existing structures, and the cost to rebuild the bridge. The new bridge will be expanded from one lane to two lanes and it is assumed that the bridge will be raised three feet. Cost estimates were developed by a bridge engineer with extensive experience with bridge cost estimation in Florida. The estimates are also in line with past similar projects in Hardee County, particularly Bridge 664 over Little Payne Creek, which cost approximately $4 million.

The capital cost estimates are based on estimates created in 2023 dollars and are escalated to year of expenditure dollars based on Engineering News Record's Construction Cost Index (Engineering News Record 2024), which tracks costs for a set of standard construction inputs over time. Total costs are estimated to be $3.74 million in year of expenditure dollars, which is equivalent to $3.01 million in real 2022 dollars, and $2.52 million in discounted real dollars. Table 2 shows the breakdown of capital cost estimates by cost category and year in year of expenditure dollars. Refer to the "Cost Estimates_Fish Branch" tabs in the accompanying BCA Tool Excel file for a detailed accounting of the cost estimates.

Table 2. Capital Expenditures by Category and Year (in millions of year of expenditure dollars)

Cost Category	2027	2028	Total
Design and Engineering	$0.45	-	**$0.45**
Construction	-	$3.29	**$3.29**
Total	**-**	**-**	**$3.74**

4. Project Impacts

The Project is expected to result in the following impacts to existing and new roadway traffic users of Fish Branch Bridge:

- Auto Travel Time Savings
- Vehicle Operating Costs Savings
- Vehicle Emissions Reduction
- Other Environmental Benefits
- Maintenance Savings
- Residual Value

The value of these benefits is based on estimates of existing and projected use of the bridge and the standardized economic value of these impacts, based on the U.S. DOT's *BCA Guidance for Discretionary Grant Programs* (U.S. DOT 2023).

4.1 Traffic and Detour Data

Several Project benefits are estimated based on traffic volumes over the bridge. The BIP BCA Tool includes AADT data from the National Bridge Inventory. Data in the National Bridge Inventory database are based on 2023 data for Fish Branch Bridge. AADT data are projected to grow over time at an annual rate that is built into the BIP BCA Tool and was not adjusted for this analysis. These annual growth rates are 2.93 percent for Fish Branch Bridge.

AADT estimates for the beginning and ending of the 30-year analysis period are summarized in Table 3. Fish Branch Bridge has no load-posted restrictions, but very little truck or bus traffic is indicated. Note that traffic on the bridge is not expected to differ between the Build and No Build Scenarios.

Table 3. Projected Annual Average Daily Traffic

Vehicle Type	2029	2058
Passenger	108	250
Truck	2	5
Bus	0	0

Table 4 summarizes detour and bridge length information that is built into the BIP BCA Tool.

Table 4. Projected Daily Vehicle-Miles Traveled in Project Area by Freeway Direction

Parameter	Fish Branch Bridge Data
Net Detour Length	8.7 miles
Detour Average Speed	40 miles per hour
Detour Average Travel Time	13.1 minutes

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4.2 Project Benefits

4.2.1 Travel Time Savings

With the reconstruction of Fish Branch Bridge, auto and truck traffic is expected to experience reduced travel time compared to the No Build conditions. Users are expected to experience fewer intermittent bridge closures over the analysis period and to use the bridge beyond the current anticipated closure dates. The analysis captures benefits based on the current and projected AADT counts in the BIP BCA Tool. The change in total travel time with and without the Project improvements illustrates the benefits of the Project. Table 5. summarizes the monetized value of vehicle travel time savings over the analysis period.

Table 5. Value of Auto and Truck Travel Time Savings (in 2022 dollars, discounted at 3.1 percent)

Metric	Project Benefit
Travel Time Savings	$1,698,719

4.2.2 Vehicle Operating Costs

The analysis calculates the reduction in vehicle operating costs related to the difference in travel distances under the No Build and Build scenarios. Vehicle operating costs are calculated in the BIP BCA toolkit using default data from the American Automobile Association and the American Transportation Research Institute.

Vehicle operating cost Project benefits are summarized in Table 6.

Table 6. Vehicle Operating Cost Savings (in 2022 dollars, discounted at 3.1 percent)

Metric	Project Benefit
Total Cost Savings	$1,110,441

4.2.3 CO_2 and Non-CO_2 Emissions Reduction

The analysis calculates the reduction in vehicle emissions related to the proposed Project improvements by applying emissions factors by vehicle travel distance and standardized economic values per metric ton of emissions, as defined in the U.S. DOT BCA guidance documents. Reduced bridge closures and resulting detours result in the emissions reductions outlined in Table 7.

Table 7. Avoided Vehicle Emissions Benefits (in 2022 dollars, discounted at 3.1 percent)

Metric	Project Benefit
Emissions Reduction - CO_2	$274,149
Emissions Reduction – Non-CO_2	$18,733

4.2.4 Other Environmental Benefits

The project results in a small amount of other environmental benefits based on projected reductions in local noise pollution associated with fewer detours. These amounts are calculated automatically in the model and comprise less than 1 percent of total project benefits. Benefits

range from $11 to $77 per year over the life of the project. Total benefits are summarized in Table 8.

Table 8. Other Environmental Benefits (in 2022 dollars, discounted at 3.1 percent)

Metric	Project Benefit
Noise Reduction	$712

4.2.5 Maintenance Cost Savings

Annual maintenance costs are expected to be reduced for the new concrete bridge structure, compared to the existing wooden structure nearing the end of its useful life.

Current maintenance costs are $957 per year for Fish Branch Bridge, based on a 5-year history of maintenance expenditures, converted to 2022 dollars using U.S. Bureau of Economic Analysis' Annual Gross Domestic Product Implicit Price Deflator index (FRED 2024). In the No Build Scenario, maintenance costs are projected to increase annually by 10 percent due to the age of the bridge. Under the Build Scenario, maintenance costs are expected to be reduced by half, approximately $478 per year and to be conservative, they are also assumed to increase at 10 percent annually.

Total maintenance cost savings are summarized in Table 9.

Table 9. Maintenance Cost Savings (in 2022 dollars, discounted at 3.1 percent)

Metric	Project Benefit
Maintenance Savings	$34,529

4.2.6 Residual Value

The residual value is calculated by determining the percentage of useful life remaining beyond the analysis period and multiplying that percentage by the construction cost for that component. With a 30-year analysis period and an estimated 75-year design life for the Project, the residual value is 59 percent of the initial construction cost using the straight-line depreciation method. As a proportion of total capital costs, including design and engineering, the residual value is 50 percent for the Fish Branch Bridge. The remaining capital value is viewed as a cost offset or "negative cost" and is applied to the last year of analysis period as a benefit. This benefit is summarized in Table 10.

Table 10. Residual Value Benefit (in 2022 dollars, discounted at 3.1 percent)

Metric	Project Benefit
Residual Value	$353,135

5. Benefit-Cost Analysis Results

The following section details the results of the BCA, including the evaluation measures and a summary.

5.1 Evaluation Measures

The BCA converts potential gains (benefits) and losses (costs) with the Project into monetary units and compares them. The following common benefit-cost evaluation measures are included in this BCA:

- **Net Present Value (NPV):** NPV compares the net benefits (benefits minus costs) after being discounted to present values using the real discount rate assumption. The NPV provides a perspective on the overall dollar magnitude of cash flows over time in today's dollar terms.
- **Benefit-Cost Ratio (BCR):** The evaluation also estimates the benefit-cost ratio; the present value of incremental benefits is divided by the present value of incremental costs to yield the benefit-cost ratio. The BCR expresses the relation of discounted benefits to discounted costs as a measure of the extent to which a project's benefits either exceed or fall short of the costs.

5.2 BCA Results

Table 11 summarizes the BCA results. The results are in constant 2022 dollars discounted at 3.1 percent, as prescribed by the U.S. DOT BCA guidance documents (U.S. DOT 2023). All benefits and costs are calculated in constant 2022 dollars over an evaluation period extending 30 years after the end of construction. The combined Project results in a BCR of 1.39.

Table 11. Summary of Benefit-Cost Analysis (in 2022 dollars)

BCA Metric	Fish Branch
Total Benefits	$3,490,418
Travel Time Savings	$1,698,719
Vehicle Operating Cost Savings	$1,110,441
CO_2 Emissions Reduction	$274,149
Non- CO_2Emissions Reduction	$18,733
Other Environmental Benefits	$712
Maintenance Cost Savings	$34,529
Residual Value	$353,135
Total Capital Costs	$2,516,651
Benefit-Cost Ratio	1.39
Net Present Value	$973,767

6. References

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Executive Summary

This memorandum documents the Benefit-Cost Analysis (BCA) prepared for the Griffin Road Bridge Replacement Project in Hardee County, Florida, for submission under the Federal Highway Administration (FHWA) fiscal year (FY) 2026 Bridge Improvement Program (BIP) grant application. The analysis follows USDOT Benefit-Cost Analysis Guidance and employs the FHWA BIP BCA Tool. The BCA provides a means to measure a project's overall benefit by developing a uniform measurement of the impact the project has on society. This is accomplished by assigning a monetary value to benefits that can be compared to the construction costs and other related costs. The costs and benefits are discounted to compare all costs and benefits with a common measure such as using 2024 dollars.

The existing Griffin Road Bridge (Structure No. 060030) is currently load posted and is projected to deteriorate to full closure by 2058 without intervention. The project replaces the existing structure, restoring full load capacity, improving safety, and avoiding significant travel disruptions associated with detours and closures.

The BCA compares a No-Build scenario, in which the bridge continues to deteriorate and experiences load restrictions and eventual closure, to a Build scenario, in which the bridge is replaced starting in 2027 and becomes operational in 2030.

1. Introduction

Hardee County proposes to replace the Griffin Road Bridge (Structure No. 060030). The current bridge is an aging concrete structure that is over 50 years old and exhibits structural deterioration and limited load capacity. This bridge serves as a critical rural connector but has been repeatedly damaged during storm events, including Hurricane Ian, resulting in service disruptions and increased detour travel. The project will remove the existing bridge and construct a new, two-lane concrete bridge designed to withstand 200-year storm events, improving safety, reliability, and resilience. This investment directly advances BIP goals by improving bridge condition, reducing vulnerability to extreme weather, and ensuring dependable access for rural communities. Planning-level engineering, cost estimating, and benefit-cost analysis completed in 2026 found the project to be cost effective. No significant prior construction expenditures have been incurred. The project is also part of the County's broader effort to modernize critical infrastructure and enhance long-term system resilience through coordinated bridge investments.

2. Project Description

The Griffin Road Bridge is a critical component of the local transportation network in Hardee County, supporting daily travel for residents, agricultural freight movement, and emergency services. The existing structure does not meet current geometric or load standards and is increasingly vulnerable to failure due to age, structural deterioration, and repeated storm impacts.

Under the No-Build scenario, the bridge is expected to:

- Continue to deteriorate with escalating maintenance costs
- Experience periodic closures for repairs, inspections, and possible failures
- Ultimately become impassable, requiring all traffic to detour

Without intervention, traffic would be diverted to an alternate route requiring an approximately 3.11-mile detour, significantly increasing travel time, vehicle operating costs, and reducing overall network efficiency.

Under the Build scenario, the existing bridge will be replaced with a new, resilient structure designed to modern engineering standards. The project restores full load capacity, improves geometric conditions, and provides a reliable crossing that reduces vulnerability to flooding and extreme weather events.

The project timeline includes:

- Construction: 2027–2029
- Opening Year: 2030
- Analysis Period: 30 years following project completion

3. Analysis Framework

The BCA provides a means to measure a project's overall benefit by developing a uniform measurement of the impact the project has on society. This is accomplished by assigning a monetary value to benefits that can be compared to the construction costs and other related costs. This BCA was made using the FHWA BIP BCA Tool[1].

The evaluation compares the Build and No-Build scenarios over a 30-year period following project opening. All values are estimated annually and discounted to present value in accordance with USDOT guidance.

3.1 KEY ASSUMPTIONS AND INPUT METHODOLOGY

Most key inputs were based on the default values pulled from the National Bridge Inventory (NBI). All key inputs and assumptions that deviate from defaults are documented below and can be referenced in the spreadsheet in the main tab as well as the Additional Calculations and Data Tab.

Traffic Assumptions

Traffic counts were based on data provided by the county. Truck counts were taken from FDOT[2] data and both truck and personal vehicle counts were scaled up using census data.

Bridge Deterioration and Closure

[1] BIP - Funding Programs - Management and Preservation - Bridges & Structures - Federal Highway Administration
[2] Florida Traffic Online

Full closure of the bridge was assumed in 2058 based on inspection and engineering judgment. Additionally the following Intermediate impacts were assumed:

- 120-day closure for pier repairs
- 90-day closure for abutment repairs
- Annual inspection[3] loss of capacity (1 day/year at 50%) starting in 2036[4].

These assumptions reflect expected deterioration in poor-condition bridges and are supported by engineering judgment documented in the Additional Calcs tab.

Resilience Modeling

A probability-consequence approach was used to capture climate and extreme weather risks. Annual event probabilities were developed using the project-specific condition context for the Griffin Road bridge and national bridge risk guidance. In the No-Build condition, the bridge is assumed to remain in poor condition and continue to deteriorate over the analysis period. As a result, the probability of a capacity-reduction event is assumed to increase from 7.5 percent in the project open year to 12.5 percent in the final analysis year.

Maintenance Escalation

In addition to increased inspection frequency starting in 2036, it was assumed that the cost of maintenance would also increase. Starting in 2036, the maintenance costs in the no build condition were assumed to increase four times to reflect a shift from preventative maintenance to restoration/rehabilitation efforts.

4. Project Costs

The total project cost for the Griffin Road Bridge Replacement Project is estimated at $6,558,076 in year-of-expenditure dollars.

5. Project Benefits

All project benefits were calculated by the FHWA BIP BCA Tool using the inputs and assumptions discussed in Section 3. The total benefits were calculated to be close to $6.3 million. The full breakdown by benefit category can be found in Table 1.

Table 1: Project Benefits

Category	Benefit ($)	Percent of Total Benefits
Safety	$502,294	8%
Travel Time	-$323,706	-5%

[3] eCFR :: 23 CFR 650.311 -- Inspection interval.
[4] Based on average of limited and moderate preservation: Performance Forecast - LTBP InfoBridge

VOC	$1,546,847	25%
Resilience	$419,547	7%
Emissions	$46,791	1%
Other Environmental	$4,476	0%
Maintenance	$3,793,152	61%
Residual Value	$272,666	4%
Total Benefits	$6,262,067	100%

The majority of project benefits are the result of avoiding future maintenance that would be required to keep the bridge at least partially open. The only major disbenefit from this project is increased travel time from construction.

6. Summary of Results

The results of the BCA conducted for the Griffin Road Bridge Replacement Project are presented in terms of a BCR and a net present value (NPV). A BCR greater than 1.0 and NPV greater than 0 indicate that the project benefits outweigh the project costs. The larger the BCR and NPV, the greater the expected benefits of the project. The BCR provides the amount of benefit per unit cost, which can be useful for determining the highest dollar-for-dollar benefit when comparing projects.

The results of the BCA for the project, calculated using the FHWA BIP BCA Tool, are presented in Table 2. The results are shown with a 7 percent discount applied. As can be seen in the table, there are substantial benefits associated with the Griffin Road Bridge Replacement Project.

Table 2: BCR Summary

Benefits	$ 6,262,067
Costs	$ 4,164,056
BCR	1.50
NPV	$ 2,098,011

Memorandum

Hardee County Bridge Investment Program (BIP) Benefit-Cost Analysis (BCA) for Hendry and Dansby Bridges

Date: March 13, 2024

Project name: Hardee County Bridge Investment Program

PREVIEW Date: Oct 08, 2026 Workspace ID: WS01769399 Funding Opportunity Number: FHWA-PROT-26-001

Executive Summary

This benefit-cost analysis (BCA) evaluates the impact of replacing the Dansby and Hendry bridges in Hardee County, Florida to support a grant application to the U.S. Department of Transportation's (DOT's) Federal Highway Administration Bridge Investment Program (BIP). This analysis uses the Federal Highway Administration-developed BIP BCA Tool to determine project eligibility for the program. The Project entails replacing the current outdated wooden infrastructure with a more resilient, concrete structure, which will increase reliability and reduce the risk associated with future flooding.

In the analysis, a total cost of $7,675,587 for the two bridges is used, which includes design, engineering, permitting, and construction of the bridges. Replacing both bridges will extend their projected closure date and result in fewer closures due to flooding. Both of these impacts will have associated travel time savings, vehicle operating cost savings, and reduced vehicle emissions. Bridge replacement will also reduce maintenance costs. Environmental services, design, and engineering are expected to be completed in 2027; construction activities would start in 2028 with a completion date in 2029. The analysis period is 30 years of operations following Project completion and was conducted in compliance with the U.S. DOT *Benefit-Cost Analysis Guidelines for Discretionary Grant Programs* published on December 2023 (U.S. DOT 2023). The methodology of the analysis conforms to U.S. DOT and other federal guidelines regarding BCA and was performed in line with industry standards and best practices.

Executive Summary Matrix

Table ES-1 summarizes the key components of the analysis, describing the baseline status of roadway vehicle travel for Dansby and Hendry bridges and the expected impacts of the proposed Project improvements.

Table ES-1. Executive Project Summary Matrix

Project Parameters	Description
Current Status / Baseline and Problem to be Addressed	Dansby Bridge over Troublesome Creek and Hendry Bridge over Gum Swamp Creek are frequently impacted by flooding, most recently by floodwaters during Hurricane Ian, during which they were unusable for 2 days. Without needed repairs, the next flood event could result in significant damage to the bridges. Alternative routes are available but result in increased travel time and vehicle operating costs.
Change to Baseline Conditions / Alternatives	No Build Alternative: Under the current conditions, Dansby and Hendry Bridges are projected to be closed in 2052 and 2047, respectively, requiring local traffic to use alternative routes. They will continue to be at risk of flooding and temporary closure during future flooding events on Troublesome Creek and Gum Swamp Creek if no action is taken.
	Build Alternative: The Project includes removing the existing wooden bridges and replacing them with concrete bridges designed to withstand 200-year flood events on Troublesome Creek and Gum Swamp Creek. The new bridges will allow the roadways to remain open through the analysis period and during flood events.
Type of Impacts	Travel Time Savings: The Project is expected to reduce temporary closures during future flood events and will extend the projected permanent closure dates for the bridges, reducing the need to take an alternative route, and resulting in travel time savings for autos and trucks.
	Vehicle Operating Cost Savings: The Project is expected to reduce temporary closures during future flood events and will extend the projected permanent

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Project Parameters	Description
	closure dates for the bridges, reducing the need to take an alternative route, and resulting in vehicle operating cost savings for autos and trucks.
	Resilience: The Project will be designed to withstand 200-year flood events, avoiding temporary closures and repair costs associated with overtopping of the bridges.
	Vehicle Emissions Reduction: The Project is expected to reduce temporary closures during future flood events and will extend the projected permanent closure dates for the bridges, reducing the need to take an alternative route, and resulting in vehicle emissions reductions from autos and trucks.
	Other Environmental Savings: The Project is expected to reduce temporary closures during future flood events and will extend the projected permanent closure dates for the bridges, reducing the need to take an alternative route, and resulting in lower noise pollution from autos and trucks.
	Maintenance Cost Savings: The Project is expected to reduce maintenance costs for the bridges, including annual routine maintenance costs and larger periodic repair costs to replace damaged railings and pilings.
	Residual Value: The proposed improvements included in the Project are expected to have a useful life of 75 years, representing a long-term investment for the County. The analysis monetizes the useful life of the capital investment remaining at the end of the 30-year analysis period.

Summary of Benefit-Cost Analysis Results

This BCA evaluates and monetizes the social benefits and costs of the bridges over a 2-year design and construction period and a 30-year analysis period. Construction is expected to take place over a 12-month period in 2028 with design and engineering completed in 2027. The analysis period of the Project is, following the completion of construction, from 2029 to 2058. The benefits and costs evaluated in the analysis are calculated in 2022 constant dollars and their present value is calculated using a 3.1 percent discount rate, per U.S. DOT BCA guidance (U.S. DOT 2023).

Costs

Project capital costs are estimated based cost estimates completed for the two bridges by a bridge engineer experienced in Florida Department of Transportation (FDOT) cost estimation. These costs also align with the County's experience designing and building bridges in the area. The work is expected to be $7.68 million for both bridges in total (year of expenditure dollars), which is equivalent to $5.15 million in real, discounted dollars; the costs include $6.4 million in construction costs (including demolition, construction and mobilization, and construction inspection), and $1.27 million in design, engineering, and permitting. The capital costs represent the estimated costs for design, engineering, and construction of the proposed Project improvements based on the known concept parameters and schedule. The capital costs would be $6.15 million in 2022 dollars. The capital costs by year are summarized in Table ES-2.

Costs are entered in the BIP BCA Tool as year of expenditure dollars, with an escalation rate of 3.87 percent based on the 5-year average increase in construction costs according to Engineering News Record's Construction Cost Index (Engineering News Record 2024).

Table ES-2. Project Cost (millions, undiscounted year of expenditure dollars)

Cost Category	Dansby			Hendry			Two-bridge Total
	2027	2028	Total	2027	2028	Total	
Design and Engineering	$0.66		**$0.66**	$0.61		**$0.61**	**$1.27**
Construction		$3.33	**$3.33**		$3.01	**$3.01**	**$6.40**
Total			**$3.99**			**$3.68**	**$7.68**

Benefits

The Project is expected to reduce bridge closures, minimize the need for longer alternative routes, mitigate the risk of damage and closure to bridges during future hurricane and flooding events, and generate savings in maintenance costs. Existing and future users of the bridges are expected to benefit from the improvements over a long period, resulting in residual value benefit for this analysis. Over the 30-year analysis period, the monetized impacts include the following:

Roadway Traffic Benefits – Travel Time, Vehicle Operating Cost, Vehicle Emissions

Auto and truck traffic traveling on Hendry and Dansby roads are expected to experience fewer intermittent bridge closures over the analysis period and to use the bridges beyond the current anticipated closure dates. The analysis captures benefits to auto and truck traffic, based on the current and projected annual average daily traffic (AADT) counts in the National Bridge Inventory data, included by default in the BIP BCA Tool. The change in total travel time and total travel mileage with and without the Project improvements illustrates the benefits associated with roadway users, including travel time, vehicle operating costs, and vehicle emissions, as well as noise reduction benefits.

Resilience Benefits

Hendry and Dansby bridges have flooded multiple times in recent years during high water events, resulting in bridge closure, erosion, and costly damage to bridge abutments. It is assumed that after recent damage, future large events would threaten the structural integrity of the bridges and result in bridge closure and reconstruction. The analysis captures benefits to the County and to auto and truck traffic from making the bridge more resilient to future flood events.

Maintenance Cost Savings

Maintenance costs for the current wooden bridges are expected to continue to increase as they age. Constructing new concrete bridges that are more resilient to future floods and erosion is expected to reduce maintenance costs for the County. Historical maintenance costs and professional opinion on their trends over time are used to illustrate the cost savings from the Project.

Asset Useful Life and Residual Value

The analysis assumes a useful life of at least 75 years for the proposed improvements, signifying a significant capital investment. The residual value measures the remaining value of the capital investment after the first 30 years of straight-line depreciation at the end of the analysis period.

Benefit-Cost Analysis Results

The total benefits generated from the Project improvements within the analysis period are calculated to be $6.9 million in discounted 2022 dollars. The total capital costs, including design, preliminary engineering, and construction, are calculated to be $5.1 million in discounted 2022 dollars. The difference of the discounted benefits and costs equals a net present value of $1.8 million in discounted 2022 dollars, resulting in a benefit-cost ratio of 1.35. Table ES-3 summarizes the results of the base analysis for the Project by benefit category.

Table ES-3. BCA Summary Results (in 2022 dollars, discounted at 3.1 percent)

BCA Metric	Dansby	Hendry	Total
Total Benefits	**$4,801,220**	**$2,128,104**	**$6,929,324**
Travel Time Savings	$1,630,961	$502,290	$2,133,250
Vehicle Operating Cost Savings	$1,162,650	$308,262	$1,470,912
Increased Resilience	$1,262,898	$819,860	$2,082,759
CO_2 Emissions Reduction	$307,197	$69,352	$376,548
Non-CO_2 Emissions Reduction	$27,846	$3,547	$31,393
Other Environmental Benefits	$1,126	$119	$1,245
Maintenance Cost Savings	$33,130	$78,586	$111,716
Residual Value	$375,412	$346,088	$721,500
Total Capital Costs	**$2,679,335**	**$2,470,049**	**$5,149,385**
Benefit-Cost Ratio	**1.79**	**0.86**	**1.35**
Net Present Value	**$2,121,884**	**-$341,945**	**$1,779,939**

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1. Introduction

This benefit-cost analysis (BCA) evaluates Hardee County's (County) construction of two concrete bridges, one on Hendry Road over Gum Swamp Creek and one on Dansby Road over Troublesome Creek, in place of existing wooden bridges. This memorandum details the methodology and assumptions used to calculate benefits and costs. The BCA is a requirement of the Fiscal Years 2023-2026 Bridge Investment Program (BIP) administered by the U.S. Department of Transportation (DOT).

1.1 BCA Framework

A BCA is an evaluation framework to assess the economic advantages (benefits) and disadvantages (costs) of an investment alternative. Benefits and costs are broadly defined and are quantified in monetary terms to the extent possible. The overall goal of a BCA is to assess whether the expected benefits of a project justify the costs from a national perspective. A BCA framework attempts to capture the net welfare change created by a project. It includes cost savings and increases in welfare (benefits), disbenefits where costs can be identified (for example, Project capital costs), and welfare reductions where some groups are expected to be made worse off as a result of the proposed Project.

The BCA framework involves defining a baseline scenario, or "No Build" Scenario, which is compared to the "Build" Scenario, where the grant request is awarded, and the Project is built as proposed. The BCA assesses the incremental difference between the No Build Scenario and the Build Scenario, which represents the net change in welfare. BCAs are forward-looking exercises which seek to assess the incremental change in welfare over a project life cycle. The importance of future welfare changes is determined through discounting, which is meant to reflect both the opportunity cost of capital as well as the societal preference for benefits in the present and near-future.

The analysis was conducted in accordance with the benefit-cost methodology as recommended by the U.S. DOT in the *BCA Guidance for Discretionary Grant Programs* released in December 2023 (U.S. DOT 2023). This methodology includes the following analytical assumptions:

- Defining existing and future conditions under a No Build Scenario and Build Scenario
- Estimating benefits and costs during Project construction and operation, including 30 years of operations beyond the Project completion when benefits accrue
- Using U.S. DOT recommended monetized values for travel time savings, vehicle operating cost savings, emissions, and pedestrian benefits, while relying on best practices for monetization of other benefits
- Presenting dollar values in real 2022 dollars. In instances where cost estimates and benefits valuations are expressed in historical or future dollar years, using an appropriate inflation rate to adjust the values
- Discounting future benefits and costs with a real discount rate of 3.1 percent

1.2 Report Contents

The report illustrates the methodology, assumptions and inputs used in the BCA and an evaluation of its results. Section 2 provides an explanation of the BCA methodology and a description of the Project. Section 3 provides an explanation of the Project costs. Section 4 provides an outline of the calculation of the benefit categories. Section 5 outlines the summary results of the BCA.

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2. Project Overview

2.1 Description

After Hurricane Ian in 2022, Hardee County realized the urgent need to upgrade two of its local bridges, Dansby and Hendry, which were left flooded and inaccessible due to flooding after the storm. To ensure future flooding events do not interfere with bridge access, the County plans to replace the current wooden bridges with concrete structures and design them to withstand a 200-year storm event. This Project will modernize existing infrastructure and limit bridge closures due to flood events and due to the age and lifespan of the current bridges. With the reconstruction of the bridges, travel time, vehicle emissions, and vehicle operating costs for users taking alternative routes will decrease, as well as maintenance costs. Creating a more resilient structure will provide rural and agricultural communities in the County with more reliable travel options into the future.

2.2 General Assumptions

The BCA requires a number of general assumptions that guide the overall analysis, presented in Table 1.

Table 1. General Assumptions

Assumption	Value
Base Year Dollars	2022
Real Discount Rate	3.1 percent (consistent with U.S. DOT guidance for discretionary grants and Office of Management and Budget Circular A-94) (Office of Management and Budget 2023)
Environmental/Design/Construction Start Date	2027
Environmental/Design/Construction End Date	2028
Project Opening	2029
End of Analysis Period	2058
Operations Period	30 years (post-construction)

2.3 Build and No Build Scenario Comparison

The BCA assesses whether a proposed infrastructure investment is economically viable by comparing the quantified benefits to the expected costs of both the Build and No Build Case. Benefits and disbenefits are estimated through changes in user costs, impacts to County maintenance costs, and impacts on the wider community with the Project. Net Project impacts are measured by comparing benefits, including maintenance cost reductions to capital costs for both the Build and No Build Cases.

The No Build Case assumes the existing conditions for the Dansby and Hendry bridges remain in place. The current bridges will continue to be out of commission following future flood events, requiring local traffic to use alternative routes. The current bridges are also projected to close to all traffic within the next 25 to 30 years due to the aging wooden infrastructure. They will continue to require regular maintenance that will increase over time as the bridges age, as well as costly repairs to address erosion and abutment damage, and damage to railings and pilings.

The Build Case assumes that total demolition and reconstruction of the Dansby and Hendry bridges will be completed. Enhancements in the bridge's resilience include hardening infrastructure and elevating the structure to withstand 200-year storm events. Delays and alternative routes related to bridge closure will be reduced, ensuring traffic can travel through the area, even during and following extreme events. The

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new structures will require less maintenance and larger repairs will not be required until decades into the bridges' useful lives.

3. Project Costs

The expected costs associated with the Project include the capital expenditures for the design, engineering, and construction. The Project is anticipated to impact annual operations and maintenance costs as well, but these costs are summarized under Section 4.2, as maintenance cost savings, in alignment with the BIP BCA Tool.

3.1 Project Capital Costs

Capital costs include anticipated costs for design, engineering, and construction services required to develop all the Project elements. No design has taken place for the projects. Instead, costs are estimated based on approximate bridge specifications, including the costs of design and engineering, demolition of the existing structures, and the cost to rebuild the bridges. Bridges will be constructed three feet higher than the existing structures, and will be expanded from one lane to two lanes. Cost estimates were developed by a bridge engineer with extensive experience with bridge cost estimation in Florida. The estimates are also in line with past similar projects in Hardee County, particularly Bridge 664 over Little Payne Creek, which cost approximately $4 million.

The capital cost estimates are based on estimates created in 2023 dollars, and are escalated to year of expenditure dollars based on Engineering News Record's Construction Cost Index (Engineering News Record 2024), which tracks costs for a set of standard construction inputs over time. Total costs are estimated to be $7.68 million in year of expenditure dollars, which is equivalent to $6.15 million in real 2022 dollars, and $5.15 million in discounted real dollars. Table 2 shows the breakdown of capital cost estimates by cost category and year in year of expenditure dollars. Refer to the 'Cost Estimates_Dansby' and 'Cost Estimates_Hendry' tabs in the BCA tool for a detailed accounting of the cost estimates.

Table 2. Capital Expenditures by Category and Year (in millions of year of expenditure dollars)

Cost Category	Dansby			Hendry			Two-bridge Total
	2027	2028	Total	2027	2028	Total	
Design and Engineering	$0.66	-	**$0.66**	$0.61	-	**$0.61**	**$1.27**
Construction	-	$3.33	**$3.33**	-	$3.07	**$3.07**	**$6.40**
Total	-	-	**$3.99**	-	-	**$3.68**	**$7.68**

4. Project Impacts

The Project is expected to result in the following impacts to existing and new roadway traffic users of the Dansby and Hendry bridges:

- Auto Travel Time Savings
- Vehicle Operating Costs Savings
- Vehicle Emissions Reduction
- Other Environmental Benefits
- Maintenance Savings
- Increased Resilience
- Residual Value

The value of these benefits is based on estimates of existing and projected use of these bridges and the standardized economic value of these impacts, based on the *U.S. DOT BCA Guidance for Discretionary Grant Programs* published in December 2023 (U.S. DOT 2023).

4.1 Traffic and Detour Data

Several Project benefits are estimated based on traffic volumes over the two bridges. The BIP BCA Tool includes AADT data from the National Bridge Inventory. Data in the National Bridge Inventory database are based on 2023 data for Hendry Bridge and 2021 data for Dansby Bridge. AADT data are projected to grow over time at an annual rate that is built into the BIP BCA Tool and was not adjusted for this analysis. These annual growth rates are 2.93 percent for Hendry and 2.66 percent for Dansby.

AADT estimates for the beginning and ending of the 30-year analysis period are summarized in Table 3. Hendry Bridge is load posted, so no truck or bus traffic is indicated. Dansby Bridge does have some truck traffic. Note that traffic on the bridge is not expected to differ between the Build and No Build Scenarios.

Table 3. Projected Annual Average Daily Traffic

Vehicle Type	Dansby		Hendry	
	2029	2058	2029	2058
Passenger	473	1013	88	203
Truck	25	53	0	0
Bus	0	0	0	0

Detour and bridge length information that is built into the BIP BCA Tool, is summarized in Table 4.

Table 4. Projected Daily Vehicle-Miles Traveled in Project Area by Freeway Direction

	Dansby	Hendry
Net Detour Length (miles)	1.9	1.9
Detour Average Speed (mph)	40	40
Detour Average Travel Time (minutes)	2.9	2.9

mph = mile(s) per hour

4.2 Project Benefits

4.2.1 Travel Time Savings

With the reconstruction of Hendry and Dansby bridges, auto and truck traffic is expected to experience reduced travel time compared to the No Build conditions. Users are expected to experience fewer intermittent bridge closures over the analysis period and to use the bridges beyond the current anticipated closure dates. The analysis captures benefits based on the current and projected AADT counts in the BIP BCA Tool. The change in total travel time with and without the Project improvements illustrates the benefits of the Project. Table 5.**Error! Reference source not found.** summarizes the monetized value of vehicle travel time savings over the analysis period.

Table 5. Value of Auto and Truck Travel Time Savings (in 2022 dollars, discounted at 3.1 percent)

	Dansby	Hendry	Total
Travel Time Savings	$1,630,961	$502,290	**$2,133,250**

4.2.2 Vehicle Operating Costs

The analysis calculates the reduction in vehicle operating costs related to the difference in travel distances under the No Build and Build scenarios. Vehicle operating costs are calculated in the BIP BCA toolkit using default data from the American Automobile Association and the American Transportation Research Institute.

Vehicle operating cost Project benefits are summarized in Table 6.

Table 6. Vehicle Operating Cost Savings (in 2022 dollars, discounted at 3.1 percent)

	Dansby	Hendry	Total
Total Cost Savings	$1,162,650	$308,262	**$1,470,912**

4.2.3 Vehicle Emissions Reduction

The analysis calculates the reduction in vehicle emissions related to the proposed Project improvements by applying emissions factors by vehicle travel distance and standardized economic values per metric ton of emissions, as defined in the U.S. DOT BCA guidance documents. Reduced bridge closures and resulting detours result in the emissions reductions outlined in Table 7.

Table 7. Avoided Vehicle Emissions Benefits (in 2022 dollars, discounted at 3.1 percent)

	Dansby	Hendry	Total
Emissions - CO_2	$307,197	$69,352	**$376,548**
Emissions – Non-CO_2	$27,846	$3,547	**$31,393**

4.2.4 Other Environmental Benefits

The project results in a very small amount of 'other environmental benefits' based on projected reductions in local noise pollution associated with fewer detours. These amounts are calculated automatically in the model and comprise less than 1 percent of total project benefits.

4.2.5 Resilience

The Dansby and Hendry bridges are regularly overtopped by floodwaters following hurricane events that impact the County, closing the bridges to traffic for multiple days and causing erosion damage to the bridge abutments. In the rare event that two large storms impact the County in close succession before bridge abutments have been repaired, according to County staff, the bridge would be structurally unsound and require complete reconstruction to current standards.

Resilience benefit calculations are based on recent flooding events observed at the two bridges, which flooded and closed for two days during Hurricane Charley in 2004, Hurricane Irma in 2017, and Hurricane Ian in 2022 (that is, three flood-related closures in 19 years). Based on these three observed flooding events, along with a Gumbel distribution assessment of rainfall data, an approximate recurrence interval of 10 years is identified for flood events on the two bridges. Based on this recurrence interval, the probability of a flood event occurring in two out of three years is calculated to be 0.009, or approximately 1 in 111 years. These two event recurrence intervals are used in the BCA model. A single flood event would result in 2 days of bridge closure and abutment damage costing $13,150 according to Federal Emergency Management Agency estimates carried out as part of their Public Assistance support for the County. If two events occur in close succession, before abutments are repaired, it is assumed that the bridge would require full reconstruction at the same capital cost identified for this Project, with closure for at least 2 years (730 days).

Based on these assumptions over the 30-year analysis period, the total cost savings for resilience is summarized in Table 8.

Table 8. Resilience Benefits (in 2022 dollars, discounted at 3.1 percent)

	Dansby	Hendry	Total
Resilience Benefits	$1,262,898	$819,860	**$2,082,759**

4.2.6 Maintenance

Annual maintenance costs are expected to be reduced for the new concrete bridge structures, compared to existing wooden structures nearing the end of their useful lives. The existing bridges will also require costly repairs to railings and pilings if the Project is not built.

Current maintenance costs are $492 per year for Dansby Bridge, and $550 per year for Hendry Bridge, based on a 5-year history of maintenance expenditures, converted to 2022 dollars using U.S. Bureau of Economic Analysis' Annual GDP Implicit Price Deflator index (U.S. Bureau of Economic Analysis 2024). In the No Build Scenario, maintenance costs are projected to increase annually by 10 percent due to the age of the bridges. Under the Build Scenario, maintenance costs are expected to be much lower, approximately $100 per year and increase at 3 percent.

In addition to annual maintenance, in the No Build Scenario, the County will be required to replace the railings and pilings on the two bridges, bringing it up to current FDOT requirements. The County assumes that those replacements would take place in 2026 if the Project is not built. Railings would need to be replaced approximately every 20 years thereafter and pilings only every 50 years thereafter. The cost of replacing railings and pilings is based on recent FDOT construction cost estimates for local bridge projects. These are summarized in Table 9 and Table 10.

Table 9. Railing and Related 20-year Repair Costs (in 2022 dollars)

Description	Dansby	Hendry
	Cost	Cost
Pilings	-	-
Caps	$1,210	-
Decking and runners	$10,752	$8,064
Railing	-	-
End anchors	$10,500	$10,500
Guardrail	$3,536	$2,236
Labor	$11,485	$8,495
Equipment	$5,168	$3,823
Total	**$42,651**	**$33,118**

Table 10. Pilings and Related 50-year Repair Costs (in 2022 dollars)

	Dansby	Hendry
Description	Cost	Cost
Pilings	-	-
Pilings	$260	-
14-foot stringers	$6,586	$3,763
12-foot stringers	$1,613	$922
Total	**$51,109**	**$37,803**

Total maintenance cost savings are summarized in Table 11.

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Table 11. Maintenance Cost Savings (in 2022 dollars, discounted at 3.1 percent)

	Dansby	Hendry	Total
Maintenance Savings	$33,130	$78,586	**$111,716**

4.2.7 Residual Value

The residual value is calculated by determining the percentage of useful life remaining beyond the analysis period and multiplying that percentage by the construction cost for that component. With a 30-year analysis period and an estimated 75-year design life for the Project, the residual value is 59 percent of the initial construction cost using the straight-line depreciation method. As a proportion of total capital costs, including design and engineering, the residual value is 50 percent for each bridge. The remaining capital value is viewed as a cost offset or "negative cost" and is applied to the last year of analysis period as a benefit. This benefit is summarized in Table 12.

Table 12. Residual Value Benefit (in 2022 dollars, discounted at 3.1 percent)

	Dansby	Hendry	Total
Residual Value	$375,412	$346,088	**$721,500**

5. Benefit-Cost Analysis Results

The following section details the results of the BCA, including the evaluation measures and a summary.

5.1 Evaluation Measures

The BCA converts potential gains (benefits) and losses (costs) with the Project into monetary units and compares them. The following common benefit-cost evaluation measures are included in this BCA:

- **Net Present Value (NPV):** NPV compares the net benefits (benefits minus costs) after being discounted to present values using the real discount rate assumption. The NPV provides a perspective on the overall dollar magnitude of cash flows over time in today's dollar terms.
- **Benefit-Cost Ratio (BCR):** The evaluation also estimates the benefit-cost ratio; the present value of incremental benefits is divided by the present value of incremental costs to yield the benefit-cost ratio. The BCR expresses the relation of discounted benefits to discounted costs as a measure of the extent to which a project's benefits either exceed or fall short of the costs.

5.2 BCA Results

The summary of the BCA is outlined in Table 13. The results are in constant 2022 dollars discounted at 3.1 percent, as prescribed by the U.S. DOT BCA Guidance documents (U.S. DOT 2023). All benefits and costs are calculated in constant 2022 dollars over an evaluation period extending 30 years after the end of construction. The combined Project results in a BCR of 1.35.

Table 13. Summary of Benefit-Cost Analysis (in 2022 dollars)

BCA Metric	Dansby	Hendry	Total
Total Benefits	**$4,801,220**	**$2,128,104**	**$6,929,324**
Travel Time Savings	$1,630,961	$502,290	$2,133,250
Vehicle Operating Cost Savings	$1,162,650	$308,262	$1,470,912
Increased Resilience	$1,262,898	$819,860	$2,082,759
CO_2 Emissions Reduction	$307,197	$69,352	$376,548
Non- CO_2Emissions Reduction	$27,846	$3,547	$31,393

PREVIEW Date: Oct 08, 2026 Workspace ID: WS01769399 Funding Opportunity Number: FHWA-PROT-26-001

Other Environmental Benefits	$1,126	$119	$1,245
Maintenance Cost Savings	$33,130	$78,586	$111,716
Residual Value	$375,412	$346,088	$721,500
Total Capital Costs	**$2,679,335**	**$2,470,049**	**$5,149,385**
Benefit-Cost Ratio	**1.79**	**0.86**	**1.35**
Net Present Value	**$2,121,884**	**-$341,945**	**$1,779,939**

6. References

Engineering News Record. 2024. Construction Cost Index. https://www.enr.com/economics

U.S Bureau Economic Analysis. 2024. Gross Domestic Product Implicit Price Deflator. Series GDPDEF. https://fred.stlouisfed.org/series/A191RD3A086NBEA

Office of Management and Budget. 2023. Circular A-94 Guidelines and Discount Rates for Benefit-Cost Analysis of Federal Programs. https://www.whitehouse.gov/wp-content/uploads/2023/11/CircularA-94AppendixD.pdf

U.S. Department of Transportation (U.S. DOT). 2023. Benefit-Cost Analysis Guidance for Discretionary Grant Programs. https://www.transportation.gov/mission/office-secretary/office-policy/transportation-policy/benefit-cost-analysis-guidance

The following PDF attachment is not included in the view due to an issue encountered with the file.

Assurances for Construction Program.pdf

AGENDA ITEM NO. 15.C

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	November 17, 2026
SUBMITTED BY:	Brandy Crawford, Grants Management Department
ITEM TYPE:	Business Agenda - Action Items
AGENDA SECTION:	**BUSINESS AGENDA - Action Items:**
SUBJECT:	**Lorie Ayers, General Services Director -** Albertsons National Opioid Settlement
SUGGESTED ACTION:	- Motion to authorize the County Manager or Chair to execute the Subdivision Participation and Release Form for the National Opioids Settlement Agreement with Albertsons.

ATTACHMENTS:

national_opioid_settlement_memo11.17.26.pdf
settlement_overview.pdf
Albertsons Participation Agreement 112026.pdf
Albertson's Opioid Settlement.pdf
Docusign Instructions Albertsons.pdf

Hardee County FLORIDA

GRANTS MANAGEMENT

BOARD OF COUNTY COMMISSIONERS

NOEY FLORES
CHAIR, DISTRICT 2

TIM WELLS
VICE CHAIR, DISTRICT 1

DONALD CHANCEY
DISTRICT 3

RUSSELL MELENDY
DISTRICT 4

KENNY MILLER
DISTRICT 5

STACY SMITH
GRANTS MANAGER

CHRISTIAN HARDMAN
GRANTS SPECIALIST

TYRE HAGWOOD
GRANTS SPECIALIST

MIA CRAWFORD
GRANTS SPECIALIST

MAILING ADDRESS
412 West Orange Street
Suite 201
Wauchula, FL 33873

PHONE
863-773-6349

WEBSITE
hardeecountyfl.gov

To: John Eason, County Manager

From: Lorie Ayers, General Services Director

Subject: Participation in the National Opioid Settlement

Date: November 17, 2026

A proposed settlement has been reached between Albertsons Companies, Inc. and participating states to resolve claims related to the distribution and dispensing of opioids. Under this settlement, Albertsons Companies, Inc. will pay more than $770,000,000. nationwide, with approximately $655,000,000. available to participating states and subdivisions. Participation is required for eligible subdivisions to directly share in any settlement funds.

Hardee County BOCC elected previously to participate in national opioid settlements in 2022 and 2023. This settlement represents an additional opportunity for the County to participate in a national opioid settlement.

If Hardee County elects to participate, the County may be eligible to receive a share of settlement funds. Subdivisions that do not participate cannot directly share in settlement proceeds.

The Hardee County Grants Management Division requests direction regarding whether Hardee County should participate in the Albertsons Companies, Inc. National Opioid Settlement. If the Board elects to participate, the required Participation and Release Form must be executed and submitted by December 30, 2026.

National Opioids Settlement: Albertsons
Opioids Implementation Administrator
opioidsparticipation@rubris.com

HARDEE COUNTY, FL
Reference Number: CL-2265968

TO LOCAL POLITICAL SUBDIVISIONS AND SPECIAL DISTRICTS:
THIS NOTICE CONTAINS IMPORTANT INFORMATION ABOUT A NEW NATIONAL OPIOID SETTLEMENT.

SETTLEMENT OVERVIEW

A proposed settlement agreement ("Settlement") has been reached between regional supermarket pharmacy Albertsons Companies, Inc. and thirty-four states and the District of Columbia. The Settlement would resolve the legal claims of states and local political subdivisions against Albertsons for alleged misconduct related to the distribution and dispensing of opioids. Pursuant to the terms of the Settlement, Albertsons has determined that enough eligible states have agreed to join the Settlement to proceed with notice to subdivisions.

The Settlement requires Albertsons Companies, Inc. to pay over $770 million. Of this amount, approximately $655 million will be used by participating states and subdivisions to remediate and abate the impacts of the opioid crisis. The Settlement requires payments over 9 years.

The Settlement also contains injunctive relief governing opioid dispensing practices and requires Albertsons to implement safeguards to prevent diversion of prescription opioids.

The proposed Settlement has two key participation steps:

First, each eligible state decides whether to participate in the Settlement. A list of participating states can be found at https://nationalopioidsettlement.com/state-participation-status/

Second, eligible subdivisions within each participating state decide whether to participate in the Settlement. The more subdivisions that participate, the more funds flow to that state and its subdivisions. Any subdivision that does not participate cannot directly share in any of the settlement funds, even if the subdivision's state is settling and other participating subdivisions are sharing in settlement funds. If the state does not participate, the subdivisions in that state are not eligible to participate in the Settlement.

Eligible Entities must decide whether to participate by **December 30, 2026.**

WHO IS RUBRIS INC. AND WHAT IS THE IMPLEMENTATION ADMINISTRATOR?

The Settlement provides that an Implementation Administrator will provide notice and manage the collection of participation forms. Rubris, Inc. is the Implementation Administrator for this new Settlement and was also retained for the prior national opioid settlements.

WHY IS YOUR ENTITY RECEIVING THIS NOTICE?

Your entity is eligible to participate in this Settlement. This Notice is also sent directly to counsel for each Eligible Entity if the Implementation Administrator has their information.

If you are represented by an attorney with respect to opioid claims, please contact them. **Subdivisions can participate in this Settlement whether or not they filed a lawsuit or are represented.**

WHERE CAN YOU FIND MORE INFORMATION?

Detailed information about the Settlement may be found at:
https://nationalopioidsettlement.com

You are encouraged to review the Settlement Agreement terms and discuss the terms and benefits with your counsel. Each Eligible Entity will need to decide whether to participate in the proposed Settlement, and entities are encouraged to work through this process before the **December 30, 2026** deadline.

You are encouraged to review the settlement agreement terms and discuss the terms and benefits with your counsel, your Attorney General's Office, and other contacts within your state. Information and documents regarding the Settlement and your state allocation can be found on the settlement website at https://nationalopioidsettlement.com/.

Your subdivision will need to decide whether to participate in the proposed Settlement, and subdivisions are encouraged to work through this process before the **December 30, 2026** deadline.

HOW DO YOU PARTICIPATE IN THE SETTLEMENT?

The Settlement requires that each Eligible Entity take affirmative steps to "opt in" to the Settlement. You will receive the ***Subdivision Participation and Release Form*** via Docusign along with instructions from the Implementation Administrator. In order to participate in this Settlement, a person with authority must sign and return the required ***Subdivision Participation and Release Form***. Docusign remains the preferred method of submission of the needed form.

Please add the following email addresses to your "safe" list so emails do not go to spam / junk folders: *dse_na3@docusign.net* and *opioidsparticipation@rubris.com*. Please monitor your email for the Participation Form and instructions.

All required documentation must be signed and returned on or before **December 30, 2026**.

EXHIBIT K

Subdivision Participation and Release Form

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated August 20, 2026 ("*Albertsons Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Albertsons Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Albertsons Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Albertsons Settlement and become a Participating Subdivision as provided therein.

2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at [website link to national settlement website to be provided].

3. The Governmental Entity agrees to the terms of the Albertsons Settlement pertaining to Participating Subdivisions as defined therein.

4. By agreeing to the terms of the Albertsons Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

5. The Governmental Entity agrees to use any monies it receives through the Albertsons Settlement solely for the purposes provided therein.

6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Albertsons Settlement. The Governmental Entity likewise agrees to arbitrate before the National

Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Albertsons Settlement.

7. The Governmental Entity has the right to enforce the Albertsons Settlement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Albertsons Settlement, including without limitation all provisions of Section X (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Albertsons Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Albertsons Settlement shall be a complete bar to any Released Claim.

9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Albertsons Settlement.

10. In connection with the releases provided for in the Albertsons Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

> **General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Albertsons Settlement.

11. Nothing herein is intended to modify in any way the terms of the Albertsons Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Albertsons Settlement in any respect, the Albertsons Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

ALBERTSONS SETTLEMENT AGREEMENT

ALBERTSONS SETTLEMENT AGREEMENT

This Settlement Agreement, dated as of August 20, 2026 (the "*Agreement"),* sets forth the terms of settlement between and among the Settling States, the Participating Subdivisions, and Albertsons (as those terms are defined below). Upon satisfaction of the conditions set forth in Sections II and VIII, this Agreement will be binding on the Settling States, Albertsons, and the Participating Subdivisions. This Agreement will then be filed as part of a Consent Judgment in the respective courts of each of the Settling States, pursuant to the terms set forth in Section VIII.

I. Definitions

Unless otherwise specified, the following definitions apply:

A. *"Additional Remediation Amount."* The amount available to the Settling States totaling up to $13,102,288.96, to be paid in accord with the payment schedule at Exhibit M-3.

B. *"Adjusted State Remediation Payment."* The State Remediation Payment reduced by the Overall State Allocation for each Non-Settling State on Exhibit F.

C. *"Agreement."* This agreement, as set forth above. For the avoidance of doubt, this Agreement is inclusive of all exhibits.

D. *"Albertsons."* Albertsons Companies, Inc. and all of its past and present direct and indirect parents, subsidiaries, divisions, affiliates, joint ventures, predecessors, successors, and assigns.

E. *"Alleged Harms."* The alleged past, present, and future financial, societal, and public nuisance harms and related expenditures arising out of the alleged misuse and abuse of Products, non-exclusive examples of which are described in the documents listed on Exhibit A, that have allegedly arisen as a result of the physical and bodily injuries sustained by individuals suffering from opioid-related addiction, abuse, death, and other related diseases and disorders, and that have allegedly been caused by Released Entities.

F. *"Allocation Statute."* A state law that governs allocation, distribution, and/or use of some or all of the Settlement Fund amounts allocated to that Settling State and/or its Subdivisions. An Allocation Statute may, without limitation, contain a Statutory Trust, further restrict expenditures of funds, form an advisory committee, establish oversight and reporting requirements, or address other default provisions and other matters related to the funds. An Allocation Statute is not required to address all three (3) types of funds comprising the Settlement Fund or all default provisions.

G. *"Annual Fees Payment."* The amounts payable by Albertsons in each Payment Year comprised of the Additional Remediation Amount payment and the Private Attorney Fees payment, and not including the Annual Remediation Payment.

H. *"Annual Remediation Maximum."* The total amount available to Eligible States for Annual Remediation Payments in each Payment Year as set forth in the "Maximum Annual Remediation Payment" column of Exhibit M-1. In no event shall an Annual Remediation Payment in Payment Years 1-2, or 5-8 exceed the Annual Remediation Maximum for that Payment Year set forth in Exhibit M-1. For Payment Years 3-4, the Annual Remediation Payment may exceed the Annual Remediation Maximum for that Payment Year only to the extent needed for the Incentive Payment A Catch-up Payment for a Settling State that has not earned some or all of Incentive Payment BC in prior Payment Years, having resulted in correspondingly lower Annual Remediation Payments in those prior Payment Years. For Payment Year 9, the Annual Remediation Payment may exceed the Annual Remediation Maximum for that Payment Year only to the extent needed to pay the Incentive Payment Earn-Back provided by Section IV.H.7.

I. *"Annual Remediation Payment."* The amount payable to the Settlement Fund by Albertsons for Settling States' Base Payments and Incentive Payments on the Payment Date for each Payment Year, as calculated by the Settlement Fund Administrator.

J. *"Appropriate Official."* As defined in Section XIII.F.3.

K. *"Bankruptcy Code."* Title 11 of the United States Code, 11 U.S.C. § 101, et seq.

L. *"Bar."* Either: (1) a law barring Subdivisions in a Settling State from maintaining Released Claims against Released Entities (either through a direct bar or through a grant of authority to release claims and the exercise of such authority in full) or (2) a ruling by the highest court of the Settling State (or, in a Settling State with a single intermediate court of appeals, the intermediate court of appeals) when setting forth the general principle that Subdivisions in the Settling State may not maintain any Released Claims against Released Entities, whether on the ground of this Agreement (or the release in it) or otherwise. For the avoidance of doubt, a law or ruling that is conditioned or predicated upon payment by a Released Entity (apart from the Annual Remediation Payments by Albertsons under this Agreement) shall not constitute a Bar.

M. "*Base Payment.*" As defined in Section IV.G.

N. *"Case-Specific Resolution."* Either: (1) a law barring the Subdivision at issue from maintaining any Released Claims against any Released Entities (either through a direct bar or through a grant of authority to release claims and the exercise of such authority in full); or (2) a ruling by a court of competent jurisdiction over the Subdivision at issue that the Subdivision may not maintain any Released Claims at issue against any Released Entities, whether on the ground of this Agreement (or the release in it) or otherwise. For the avoidance of doubt, a law or ruling that is conditioned or predicated upon payment by a Released Entity (apart from the annual payments by Albertsons under this Agreement) shall not constitute a Case-Specific Resolution.

O. *"Claim."* Any past, present or future cause of action, claim for relief, cross-claim or counterclaim, theory of liability, demand, derivative claim, request, assessment, charge, covenant, damage, debt, lien, loss, penalty, judgment, right, obligation, dispute, suit, contract, controversy, agreement, *parens patriae* claim, promise, performance, warranty, omission, or grievance of any nature whatsoever, whether legal, equitable, statutory, regulatory or administrative, whether arising under federal, state or local common law, statute, regulation,

guidance, ordinance or principles of equity, whether filed or unfiled, whether asserted or unasserted, whether known or unknown, whether accrued or unaccrued, whether foreseen, unforeseen or unforeseeable, whether discovered or undiscovered, whether suspected or unsuspected, whether fixed or contingent, and whether existing or hereafter arising, in all such cases, including, but not limited to, any request for declaratory, injunctive, or equitable relief, compensatory, punitive, or statutory damages, absolute liability, strict liability, restitution, remediation, subrogation, contribution, indemnity, apportionment, disgorgement, reimbursement, attorney fees, expert fees, consultant fees, fines, penalties, expenses, costs or any other legal, equitable, civil, administrative, or regulatory remedy whatsoever.

P. *"Claim-Over."* A Claim asserted by a Non-Released Entity against a Released Entity on the basis of contribution, indemnity, or other claim-over on any theory relating to a Non-Party Covered Conduct Claim asserted by a Releasor.

Q. *"Compensatory Restitution Amount."* The aggregate amount paid or incurred by Albertsons hereunder for Opioid Remediation, which includes each Annual Remediation Payment and does not include amounts paid as attorneys' fees and costs or identified pursuant to Section V.B.2 as being used to pay attorneys' fees, investigation costs or litigation costs, which shall be up to the amount of the Adjusted State Remediation Payment.

R. *"Consent Judgment."* A consent judgment in a form to be agreed by the Settling States and Albertsons prior to the Effective Date that, among other things, (1) approves this Agreement and (2) provides for the release set forth in Section X.A, including the dismissal with prejudice of any Released Claims that the Settling State has brought against Released Entities.

S. *"Covered Conduct."* Any actual or alleged act, failure to act, negligence, statement, error, omission, breach of any duty, conduct, event, transaction, agreement, misstatement, misleading statement or other activity of any kind whatsoever from the beginning of time through the Initial Participation Date (and any past, present, or future consequence of any such act, failure to act, negligence, statement, error, omission, breach of duty, conduct, event, transaction, agreement, misstatement, misleading statement or other activity) relating in any way to (1) compounding, counseling and documentation relating to any Product or class of Products (2) the discovery, development, manufacture, packaging, repackaging, marketing, promotion, advertising, labeling, recall, withdrawal, distribution, delivery, monitoring, reporting, supply, sale, prescribing, dispensing, physical security, warehousing, use or abuse of, or operating procedures relating to, any Product, or any system, plan, policy or advocacy relating to any Product or class of Products, including, but not limited to, any unbranded promotion, marketing, programs, or campaigns relating to any Product or class of Products; (3) the characteristics, properties, risks, or benefits of any Product; (4) the reporting, disclosure, non-reporting or nondisclosure to federal, state or other regulators of orders placed with any Released Entity; or (5) diversion control programs or suspicious order monitoring.

T. "*Designated State.*" The State of Illinois.

U. *"Effective Date."* The date sixty (60) calendar days after the Reference Date.

V. "*Eligible States*." The thirty-five (35) states of the United States listed in Exhibit F, and the District of Columbia.

W. *"Enforcement Committee.*" A committee consisting of representatives of the Settling States and of the Participating Subdivisions. Exhibit B contains the organizational bylaws of the Enforcement Committee. Notice pursuant to Section XIII.R shall be provided when there are changes in membership or contact information.

X. *"Final Order."* An order or judgment of a court of competent jurisdiction with respect to the applicable subject matter (1) which has not been reversed or superseded by a modified or amended order, is not currently stayed, and as to which any right to appeal or seek certiorari, review, reargument, stay, or rehearing has expired, and as to which no appeal or petition for certiorari, review, reargument, stay, or rehearing is pending, or (2) as to which an appeal has been taken or petition for certiorari, review, reargument, stay, or rehearing has been filed and (a) such appeal or petition for certiorari, review, reargument, stay, or rehearing has been resolved by the highest court to which the order or judgment was appealed or from which certiorari, review, reargument, stay, or rehearing was sought, or (b) the time to appeal further or seek certiorari, review, reargument, stay, or rehearing has expired and no such further appeal or petition for certiorari, review, reargument, stay, or rehearing is pending.

Y. "*Global Settlement Amount.*" The Global Settlement Amount is $749,450,928.67, which is comprised of the State Remediation Payment, Private Attorney Fees, and Additional Remediation Amount.

Z. "*Implementation Administrator*." Rubris, Inc., which is the vendor that will be retained by Albertsons for costs of up to $1,500,000, to provide notice pursuant to Section VII.A and to manage the initial joinder period for Subdivisions, including the issuance and receipt of Subdivision Participation Agreements.

AA. *"Incentive Payment A."* The incentive payment described in Section IV.H.4.

BB. "*Incentive Payment A Catch-up Payment*." As defined in Section IV.H.4.f.

CC. *"Incentive Payment BC."* The incentive payment described in Section IV.H.5.

DD. *"Incentive Payment D."* The incentive payment described in Section IV.H.6.

EE. *"Incentive Payment Earn-Back."* The incentive payment described in Section IV.H.7.

FF. *"Initial Participating Subdivision."* A Subdivision that meets the requirements set forth in Section VII.D.

GG. *"Initial Participation Date."* The date ninety (90) calendar days after the Preliminary Agreement Date, unless it is extended by written agreement of Albertsons and the Enforcement Committee.

HH. *"Injunctive Relief Terms."* The terms described in Section III and set forth in Exhibit P.

II. *"Later Litigating Subdivision."* A Subdivision (or Subdivision official asserting the right of or for the Subdivision to recover for Alleged Harms to the Subdivision and/or the people thereof) that: (1) first files a lawsuit bringing a Released Claim against a Released Entity after the Trigger Date; or (2) adds a Released Claim against a Released Entity after the Trigger Date to a lawsuit brought before the Trigger Date that, prior to the Trigger Date, did not include any Released Claims against a Released Entity; or (3) (a) was a Litigating Subdivision whose Released Claims against Released Entities were resolved by a legislative Bar or legislative Case-Specific Resolution as of the Trigger Date, (b) such legislative Bar or legislative Case-Specific Resolution is subject to a Revocation Event after the Trigger Date, and (c) the earlier of the date of completion of opening statements in a trial in an action brought by a Subdivision in that Settling State that includes a Released Claim against a Released Entity or one hundred eighty (180) days from the Revocation Event passes without a Bar or Case-Specific Resolution being implemented as to that Litigating Subdivision or the Litigating Subdivision's Released Claims being dismissed; or (4) (a) was a Litigating Subdivision whose Released Claims against Released Entities were resolved by a judicial Bar or judicial Case-Specific Resolution as of the Trigger Date, (b) such judicial Bar or judicial Case-Specific Resolution is subject to a Revocation Event after the Trigger Date, and (c) such Litigating Subdivision takes any action in its lawsuit asserting a Released Claim against a Released Entity other than seeking a stay or dismissal.

JJ. *"Later Participating Subdivision."* A Participating Subdivision that is not an Initial Participating Subdivision, but meets the requirements set forth in Section VII.E.

KK. *"Litigating Subdivision."* A Subdivision (or Subdivision official) that brought any Released Claim against any Released Entity prior to the Trigger Date; *provided, however,* that a Subdivision (or Subdivision official) that is a Prior Litigating Subdivision shall not be considered a Litigating Subdivision. Exhibit C is an agreed list of all Litigating Subdivisions. Exhibit C will be updated (including with any corrections) periodically, and a final version of Exhibit C will be attached hereto as of the Reference Date.

LL. *"National Arbitration Panel."* The panel comprised as described in Section VI.F.2.b.

MM. "*National Disputes."* As defined in Section VI.F.2.a.

NN. "*Non-Eligible State*." Any state or territory of the United States of America that is not an Eligible State.

OO. *"Non-Litigating Subdivision."* Any Subdivision that is neither a Litigating Subdivision nor a Later Litigating Subdivision.

PP. "*Non-Litigating Threshold Subdivisions.*" Primary Subdivisions (a) with populations greater than 30,000 that have not sued Albertsons as of the Initial Participation Date and (b) with populations between 10,000 and 30,000 that have not sued Albertsons but did sue McKesson, AmerisourceBergen, Cardinal or Janssen prior to July 1, 2021 related to any allegations regarding the Products for Covered Conduct Attached as Exhibit W is a list of the Non-Litigating Threshold Subdivisions in each Eligible State. Exhibit W will be updated (including with any corrections) periodically, and a final version of Exhibit W will be attached hereto as of the Initial Participation Date.

QQ. *"Non-Participating Subdivision."* Any Subdivision that is not a Participating Subdivision.

RR. *"Non-Party Covered Conduct Claim."* A Claim against any Non-Released Entity involving, arising out of, or related to Covered Conduct (or conduct that would be Covered Conduct if engaged in by a Released Entity).

SS. *"Non-Party Settlement."* A settlement by any Releasor that settles any Non-Party Covered Conduct Claim and includes a release of any Non-Released Entity.

TT. *"Non-Released Entity."* An entity that is not a Released Entity.

UU. "*Non-Settling State.*" Any Eligible State that is not a Settling State.

VV. *"Opioid Remediation."* Care, treatment, and other programs and expenditures (including reimbursement for past such programs or expenditures[1] except where this Agreement restricts the use of funds solely to future Opioid Remediation) designed to (1) address the misuse and abuse of opioid products in the Settling States, (2) treat or mitigate opioid use or related disorders in the Settling States, or (3) mitigate other alleged effects of, including on those injured as a result of, the opioid epidemic in the Settling States. Exhibit E provides a non-exhaustive list of expenditures that qualify as being paid for Opioid Remediation. Qualifying expenditures may include reasonable related administrative expenses in connection with the above.

WW. "*Opioid Tax*." Any tax, assessment, license fee, surcharge or any other fee (other than a fixed prospective excise tax or similar tax or fee that has no restriction on pass-through) imposed by a Settling State on Albertsons on the sale, transfer or distribution of opioid products; *provided*, *however*, that none of the following as currently enacted shall be considered an Opioid Tax for purposes of this Agreement: 16 Del. Code Chapter 48B; fees assessed by the Minnesota Board of Pharmacy under Minnesota Statutes section 151.065; any penalty assessed under Minnesota's Opiate Product Registration Fee law, Minnesota Statutes section 151.066; the MinnesotaCare Wholesale Drug Distributor and Use Tax, Minnesota Statutes section 292.52; the Excise Tax on sale of Opioids, Article 20-D of New York's Tax Law; the Opioid Stewardship Act, Article 33, Title 2-A of New York's Public Health Law; and Rhode Island's Opioid Stewardship Act, R.I. Gen. Laws §§ 21-28.10, *et seq*.).

[1] Reimbursement includes amounts paid to any governmental entities for past expenditures or programs

XX. "*Overall Allocation Percentage.*" A Settling State's percentage as set forth in Exhibit F.

YY. *"Participating Subdivision."* Any Subdivision that meets the requirements for becoming a Participating Subdivision under Section VII.B and Section VII.C. Participating Subdivisions include both Initial Participating Subdivisions and Later Participating Subdivisions.

ZZ. "*Participation Percentage of Incentive BC Eligible Subdivision Population*." As defined in Section IV.H.5.e.

AAA. *"Parties."* Albertsons and the Settling States (each, a *"Party").*

BBB. *"Payment Date."* March 31 for each Payment Year, other than Payment Year 1, which is the date by which Albertsons makes the Annual Remediation Payment and the Annual Fees Payment.

CCC. *"Payment Year."* The calendar year during which the applicable Annual Remediation Payment and the Annual Fees Payment is due. Payment Year 1 is 2026, Payment Year 2 is 2027 and so forth. References to payment "*for a Payment Year"* mean the Annual Remediation Payment and/or Annual Fees Payment due during that year. References to eligibility "*for a Payment Year"* mean eligibility in connection with the Annual Remediation Payment and/or Annual Fees Payment due during that year.

DDD. *"Potential Earn-Back Amount."* As defined in Section IV.H.7.

EEE. "*Preliminary Agreement Date*." The date on which Albertsons is to inform the Settling States of their determination whether the condition in Section II.B has been satisfied. The Preliminary Agreement Date shall be no more than ten (10) calendar days after the end of the notice period to Eligible States, unless it is extended by written agreement of Albertsons and the Enforcement Committee.

FFF. "*Primary Fire District."* A fire district that covers a population of 25,000, or 0.20% of an Eligible State's population if an Eligible State's population is greater than 18 million. If not easily calculable from state data sources and agreed to between the Eligible State and Albertsons, a fire district's population is calculated by dividing the population of the county or counties a fire district serves by the number of fire districts in the county or counties. "Primary Fire Districts" shall mean fire districts as identified in connection with the implementation of the July 21, 2021 Janssen Settlement Agreement.

GGG. *"Primary Subdivision."* A Subdivision that is a General Purpose Government (including, but not limited to, a municipality, county, county subdivision, city, town, township, parish, village, borough, gore, or any other entities that provide municipal-type government) with population over 10,000. Attached as Exhibit I is an agreed list of the Primary Subdivisions in each Eligible State.

HHH. *"Prior Litigating Subdivision."* A Subdivision (or Subdivision official) that brought any Released Claim against any Released Entity prior to the Trigger Date and all such Released

Claims were separately settled or finally adjudicated prior to the Trigger Date; *provided, however,* that if the final adjudication was pursuant to a Bar, such Subdivision shall not be considered a Prior Litigating Subdivision. Notwithstanding the prior sentence, Albertsons and the Settling State of the relevant Subdivision may agree in writing that the Subdivision shall not be considered a Prior Litigating Subdivision.

III. *"Private Attorney Fees"* are the amount to be paid by Albertsons for private attorneys' litigation fees and costs on behalf of Participating Subdivisions. The maximum amount of Private Attorney Fees are $81,234,191.57. For avoidance of doubt, Private Attorney Fees do not include Additional Remediation Amount.

JJJ. *"Product."* Any chemical substance, whether used for medicinal or non-medicinal purposes, and whether natural, synthetic, or semi-synthetic, or any finished pharmaceutical product made from or with such substance, that is: (1) an opioid or opiate, as well as any product containing any such substance; or (2) benzodiazepine, carisoprodol, or gabapentin; or (3) a combination or "cocktail" of chemical substances prescribed, sold, bought, or dispensed to be used together that includes opioids or opiates. "Product" shall include, but is not limited to, any substance consisting of or containing buprenorphine, codeine, fentanyl, hydrocodone, hydromorphone, meperidine, methadone, morphine, oxycodone, oxymorphone, tapentadol, tramadol, opium, heroin, carfentanil, diazepam, estazolam, quazepam, alprazolam, clonazepam, oxazepam, flurazepam, triozolam, temazepam, midazolam, carisoprodol, gabapentin, or any variant of these substances or any similar substance. Notwithstanding the foregoing, nothing in this section prohibits a Settling State from taking administrative or regulatory action related to benzodiazepine (including, but not limited to, diazepam, estazolam, quazepam, alprazolam, clonazepam, oxazepam, flurazepam, triozolam, temazepam, and midazolam), carisoprodol, or gabapentin that is wholly independent from the use of such drugs in combination with opioids, *provided* such action does not seek money (including abatement and/or remediation) for conduct prior to the Initial Participation Date.

KKK. *"Reference Date."* The date on which Albertsons is to inform the Settling States of its determination whether the condition in Section VIII has been satisfied. The Reference Date shall be no later than thirty (30) calendar days after the Initial Participation Date, unless it is extended by written agreement of Albertsons and the Enforcement Committee.

LLL. *"Released Claims."* Any and all Claims that directly or indirectly are based on, arise out of, or in any way relate to or concern the Covered Conduct occurring prior to the Initial Participation Date. Without limiting the foregoing, Released Claims include any Claims that have been asserted against Released Entities, by a Settling State or Litigating Subdivision in any federal, state, or local action or proceeding (whether judicial, arbitral, or administrative) based on, arising out of, or relating to, in whole or in part, the Covered Conduct, or any such Claims that could be or could have been asserted prior to the Initial Participation Date by a Settling State, Subdivision, or Releasor (whether or not such Settling State, Subdivision, or Releasor has brought such action or proceeding). The Parties intend that this term, "Released Claims," be interpreted broadly. This Agreement does not release Claims by private individuals. It is the intent of the Parties that Claims by private individuals be treated in accordance with applicable law. Released Claims is also used herein to describe claims brought by a Later Litigating Subdivision or other non-party Subdivision that would have been Released Claims if they had been brought by a Releasor against a Released Entity.

MMM. *"Released Entities."* With respect to Released Claims, Albertsons and (1) all past and present subsidiaries, divisions, predecessors, successors, and assigns (in each case, whether direct or indirect) of Albertsons; (2) all past and present subsidiaries and divisions (in each case, whether direct or indirect) of any entity described in subsection (1); (3) the respective past and present officers, directors, members, trustees, and employees of any of the foregoing (each for actions that occurred during and related to their work for, or employment with, any of Albertsons or the foregoing entities); (4) all past and present joint ventures (whether direct or indirect) of Albertsons or its subsidiaries, including in any subsidiary's capacity as a participating member in such joint venture; (5) all direct or indirect parents and shareholders of Albertsons (solely in their capacity as parents or shareholders of Albertsons with respect to Covered Conduct); and (6) any insurer of Albertsons or any person or entity otherwise described in subsections (1)-(5) (solely in its role as insurer of such person or entity and subject to the last sentence of Section X.C). An illustrative list of Albertsons's joint ventures, subsidiaries and affiliates and predecessor entities is set forth in Exhibit J. Any person or entity described in subsections (3)-(6) shall be a Released Entity solely in the capacity described in such clause and shall not be a Released Entity with respect to its conduct in any other capacity. Any other entity acquired, or joint venture entered into, by Albertsons after the Initial Participation Date is not a Released Entity. Further and notwithstanding anything else in this paragraph, no entity sued in *In re: National Prescription Opiate Litigation*, No. 1:17-md-2804 (N.D. Ohio) is included as a Released Entity other than the entities listed on Exhibit J.

NNN. *"Releasors."* With respect to Released Claims, (1) each Settling State; (2) each Participating Subdivision; and (3) without limitation and to the maximum extent of the power of each Settling State's Attorney General's and/or Participating Subdivision to release Claims, (a) the Settling State's and Participating Subdivision's departments, agencies, divisions, boards, commissions, Subdivisions, districts, instrumentalities of any kind and attorneys, including its Attorney General, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, (b) any public entities, public instrumentalities, public educational institutions, unincorporated districts, fire districts, irrigation districts, and other Special Districts in a Settling State, and (c) any person or entity acting in a *parens patriae,* sovereign, quasi-sovereign, private attorney general, *qui tam,* taxpayer, or other capacity seeking relief on behalf of or generally applicable to the general public with respect to a Settling State or Subdivision in a Settling State, whether or not any of them participate in this Agreement. The inclusion of a specific reference to a type of entity in this definition shall not be construed as meaning that the entity is not a Subdivision. Each Settling State's Attorney General represents that he or she has or has obtained (or will obtain no later than the Initial Participation Date) the authority set forth in Section X.G. In addition to being a Releasor as provided herein, a Participating Subdivision shall also provide the Subdivision Settlement Participation Form referenced in Section VII providing for a release to the fullest extent of the Participating Subdivision's authority.

OOO. *"Remediation Accounts Fund."* The component of the Settlement Fund described in Section V.

PPP. *"Revocation Event."* With respect to a Bar, Settlement Class Resolution, or Case-Specific Resolution, a revocation, rescission, reversal, overruling, or interpretation that in any way limits the effect of such Bar, Settlement Class Resolution, or Case-Specific Resolution on Released

Claims, or any other action or event that otherwise deprives the Bar, Settlement Class Resolution, or Case-Specific Resolution of force or effect in any material respect.

QQQ. *"Settlement Class Resolution."* A class action resolution in a court of competent jurisdiction in a Settling State (that is not successfully removed to federal court) with respect to a class of Subdivisions in that Settling State that (1) conforms with that Settling State's statutes, case law, and rules of procedure regarding class actions; (2) is approved and entered as an order of a court of competent jurisdiction in that Settling State and such order has become a Final Order; (3) is binding on all Non-Participating Subdivisions in that Settling State (other than opt outs as permitted under the next sentence); (4) provides that all such Non-Participating Subdivisions may not bring any Released Claims against any Released Entities, whether on the ground of this Agreement (or the releases herein) or otherwise; and (5) does not impose any costs or obligations on Albertsons other than those provided for in this Agreement, or contain any provision inconsistent with any provision of this Agreement. If applicable state law requires that opt-out rights be afforded to members of the class, a class action resolution otherwise meeting the foregoing requirements shall qualify as a Settlement Class Resolution unless Subdivisions collectively representing more than one percent (1%) of the total population of that Settling State opt out. In seeking certification of any Settlement Class, the applicable Settling State and Participating Subdivisions shall make clear that certification is sought solely for settlement purposes and shall have no applicability beyond approval of the settlement for which certification is sought. Nothing in this Agreement constitutes an admission by any Party that class certification would be appropriate for litigation purposes in any case or for purposes unrelated to this Agreement.

RRR. *"Settlement Fund."* The interest-bearing fund established at U.S. Bank pursuant to this Agreement into which the Annual Remediation Payments are made under Section IV, which is intended to be classified as a "qualified settlement fund" within the meaning of 26 C.F.R. §§ 1.468B-1 *et seq*. and which shall be approved by any Settling State in accordance with the requirements of 26 C.F.R. § 1.468B-1.

SSS. *"Settlement Fund Administrator."* BrownGreer PLC, which is the entity that annually determines the Annual Remediation Payment (including calculating offset or reduction and Incentive Payments pursuant to Section IV and any amounts subject to offset or reduction pursuant to Section XII) and Additional Remediation Amount, administers the Settlement Fund, and distributes amounts into the Remediation Accounts Fund, State Fund, and Subdivision Fund pursuant to this Agreement. The duties of the Settlement Fund Administrator shall be governed by this Agreement. Prior to the Effective Date, Albertsons and the Enforcement Committee shall agree to a detailed description of the Settlement Fund Administrator's duties and responsibilities, including a detailed mechanism for paying the Settlement Fund Administrator's fees and costs, all of which shall be appended to the Agreement as Exhibit L.

TTT. *"Settlement Fund Escrow."* The interest-bearing escrow fund established pursuant to this Agreement to hold disputed payments made under this Agreement.

UUU. *"Settlement Payment Schedule."* The schedule attached to this Agreement as Exhibit M-1, Exhibit M-2, and Exhibit M-3.

VVV. "*Settling State.*" An Eligible State that has entered into this Agreement and delivers executed releases in accordance with Section VIII.A.

WWW. *"State Allocation."* The State Remediation Payment multiplied by the percentage for each Eligible State listed in Exhibit F. The allocation percentages in Exhibit F reflect a re-allocation to only states in which the Released Entities operate because any and all potential claims and/or liability against the Released Entities arise from alleged Covered Conduct related to Products in those states.

XXX. *"State Fund."* The component of the Settlement Fund described in Section V.

YYY. *"Statewide Payment Amount."* The amount from an Annual Remediation Payment to be paid to a Settling State, its separate types of funds (if applicable), and its Participating Subdivision listed on Exhibit G.

ZZZ. *"State Remediation Payment."* The maximum amount owed by Albertsons to the Settling States and Subdivisions, exclusive of the Private Attorney Fees, Additional Remediation Amount, and is in the amount of $655,114,448.14.

AAAA. *"State-Subdivision Agreement."* An agreement that a Settling State reaches with the Subdivisions in that Settling State regarding the allocation, distribution, and/or use of funds allocated to that Settling State and to its Subdivisions. A State-Subdivision Agreement shall be effective if approved pursuant to the provisions of Exhibit O or if adopted by statute. Preexisting agreements addressing funds other than those allocated pursuant to this Agreement shall qualify if the approval requirements of Exhibit O are met. A Settling State and its Subdivisions may revise a State-Subdivision Agreement if approved pursuant to the provisions of Exhibit O, or if such revision is adopted by statute.

BBBB. *"Statutory Trust."* A trust fund established by state law to receive funds allocated to a Settling State's Remediation Accounts Fund and restrict any expenditures made using funds from the Settling State's Remediation Accounts Fund to Opioid Remediation, subject to reasonable administrative expenses. A Settling State may give a Statutory Trust authority to allocate one (1) or more of the three (3) types of funds comprising such Settling State's Settlement Fund, but this is not required.

CCCC. *"Subdivision."* Any (1) General Purpose Government (including, but not limited to, a municipality, county, county subdivision, city, town, township, parish, village, borough, gore, or any other entities that provide municipal-type government), School District, or Special District within a Settling State, and (2) any other subdivision, subdivision official (acting in an official capacity on behalf of the subdivision) or sub-entity of or located within a Settling State (whether political, geographical or otherwise, whether functioning or non-functioning, regardless of population overlap, and including, but not limited to, Nonfunctioning Governmental Units and public institutions) that has filed a lawsuit that includes a Released Claim against a Released Entity in a direct, *parens patriae,* or any other capacity. "General Purpose Government," "School District," and "Special District" shall correspond to the "five basic types of local governments"

recognized by the U.S. Census Bureau and match the 2017 list of Governmental Units.[2] The three (3) General Purpose Governments are county, municipal, and township governments; the two (2) special purpose governments are School Districts and Special Districts.[3] "Fire District," "Health District," "Hospital District," and "Library District" shall correspond to categories of Special Districts recognized by the U.S. Census Bureau.[4] References to a Settling State's Subdivisions or to a Subdivision "in," "of," or "within" a Settling State include Subdivisions located within the Settling State even if they are not formally or legally a sub-entity of the Settling State; *provided, however,* that a "Health District" that includes any of the following words or phrases in its name shall not be considered a Subdivision: mosquito, pest, insect, spray, vector, animal, air quality, air pollution, clean air, coastal water, tuberculosis, and sanitary.

DDDD. "*Subdivision Allocation Percentage.*" The portion of a Settling State's Subdivision Fund set forth in Exhibit G that a Subdivision will receive pursuant to Section V if it becomes a Participating Subdivision. The aggregate Subdivision Allocation Percentage of all Subdivisions receiving a Subdivision Allocation Percentage in each Settling State shall equal one hundred percent (100%). Immediately upon the effectiveness of any State-Subdivision Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution allowed by Section V.D.3 (or upon the effectiveness of an amendment to any State-Subdivision Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution allowed by Section V.D.3) that addresses allocation from the Subdivision Fund, whether before or after the Initial Participation Date, Exhibit G will automatically be amended to reflect the allocation from the Subdivision Fund pursuant to the State-Subdivision Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution allowed by Section V.D.3. The Subdivision Allocation Percentages contained in Exhibit G may not change once notice is distributed pursuant to Section VII.A, except upon the effectiveness of any State-Subdivision Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution allowed by Section V.D.3 (or upon the effectiveness of an amendment to any State-Subdivision Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution allowed by Section V.D.3) that addresses allocation from the Subdivision Fund. For the avoidance of doubt, no Subdivision not listed on Exhibit G shall receive an allocation from the Subdivision Fund and no provision of this Agreement shall be interpreted to create such an entitlement.

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[2] https://www.census.govidataidatasets/2017/econ/gus/public-use-files.html.

[3] *E.g.,* U.S. Census Bureau, "Technical Documentation: 2017 Public Use Files for State and Local Government Organization" at 7 (noting that "the Census Bureau recognizes five basic types of local governments," that three of those are "general purpose governments" (county governments, municipal governments, and township governments), and that the other two are "school district and special district governments"), https://www2.census.gov/programs-surveysigus/datasets/2017/2017_gov_org_meth_tech_doc.pdf.

[4] A list of 2017 Government Units provided by the Census Bureau identifies 38,542 Special Districts and categorizes them by "FUNCTION_NAME." "Govt_Units_2017_Final" spreadsheet, "Special District" sheet, included in "Independent Governments - list of governments with reference information," https://www.census.govidataidatasets/2017/econ/gus/public-use-files.html. As used herein, "Fire District" corresponds to Special District function name "24 — Local Fire Protection," "Health District" corresponds to Special District function name "32 — Health," "Hospital District" corresponds to Special District function name "40 —Hospitals," and "Library District" corresponds to Special District function name "52 — Libraries." *See id.*

EEEE. *"Subdivision Fund."* The component of the Settlement Fund described in Section V.A.

FFFF. *"Subdivision Settlement Participation Form."* The form attached as Exhibit K that Participating Subdivisions must execute and return to the Implementation Administrator or Settlement Fund Administrator, and which shall (1) make such Participating Subdivisions signatories to this Agreement, (2) include a full and complete release of any and of such Subdivision's claims, and (3) require the prompt dismissal with prejudice of any Released Claims that have been filed by any such Participating Subdivision

GGGG. *"Threshold Motion."* A motion to dismiss or equivalent dispositive motion made at the outset of litigation under applicable procedure. A Threshold Motion must include as potential grounds for dismissal any applicable Bar or the relevant release by a Settling State or Participating Subdivision provided under this Agreement and, where appropriate under applicable law, any applicable limitations defense.

HHHH. *"Total Unearned Incentive Payments."* As defined in Section IV.H.7.

IIII. *"Trigger Date."* In the case of a Primary Subdivision, the Reference Date. In the case of all other Subdivisions, the Preliminary Agreement Date.

II. Participation by Eligible States and Condition to Preliminary Agreement

A. *Notice to Eligible States.* On August 21, 2026, this Agreement shall be distributed to all Eligible States. The Attorneys General of the Eligible States shall then have until September 21, 2026 to decide whether to become Settling States. Eligible States that determine to become Settling States shall so notify Albertsons and shall further commit to obtaining any necessary additional state releases prior to the Reference Date. This notice period may be extended by written agreement of Albertsons and the Enforcement Committee.

B. *Condition to Preliminary Agreement*. Following the notice period set forth in Section II.A, Albertsons shall determine whether, in its sole discretion, enough Eligible States have agreed to become Settling States to proceed with notice to Subdivisions as set forth in Section VII. If Albertsons determines that this condition has been satisfied, and that notice to the Subdivisions should proceed, it will so notify the Settling States by providing notice to the Enforcement Committee on the Preliminary Agreement Date. If Albertsons determine that this condition has not been satisfied, and this Agreement will have no further effect and all releases and other commitments or obligations contained herein will be void.

C. *Later Joinder by Eligible States*. After the Preliminary Agreement Date, an Eligible State may only become a Settling State with the consent of Albertsons and the Enforcement Committee. If an Eligible State becomes a Settling State more than sixty (60) calendar days after the Preliminary Agreement Date, but on or before the Reference Date, the Subdivisions in that Eligible State that become Participating Subdivisions within ninety (90) calendar days of the Eligible State becoming a Settling State shall be considered Initial Participating Subdivisions. An Eligible State may not become a Settling State after the Reference Date.

D. *Litigation Activity.* Following the Preliminary Agreement Date, Eligible States that determine to become Settling States shall make reasonable efforts to cease litigation activity against Albertsons, including by jointly seeking stays or, where appropriate, severance of claim against Albertsons, where feasible, and otherwise to minimize such activity by means of agreed deadline extensions and agreed postponement of depositions, document productions, and motion practice if a motion to stay or sever is not feasible or is denied.

III. Injunctive Relief

A. *Injunctive Relief.* As part of the Consent Judgment, the Parties agree to the entry of the injunctive relief terms attached in Exhibit P.

IV. Settlement Payments

A. *Settlement Fund.* All payments under this Section IV shall be made into the Settlement Fund, except that, where specified, they shall be made into the Settlement Fund Escrow. The Settlement Fund shall be allocated and used only as specified in Section V.

B. *Annual Remediation Payments*

1. Albertsons shall make nine (9) Annual Remediation Payments, each comprised of Base Payments and Incentive Payments as provided in this Section IV and as determined by the Settlement Fund Administrator as set forth in this Agreement, *provided that* the Annual Remediation Payment in Payment Year 1 shall consist solely of Base Payments. The payment schedule for the Annual Remediation Payments is attached hereto as Exhibit M-2.

2. In no instance shall Albertsons's Annual Remediation Payment obligation exceed the Annual Remediation Maximum, reduced for Non-Settling States, except as specified in the definition of "Annual Remediation Maximum" for Payment Years 3, 4, and 9. In no instance shall the sum of Albertsons's Annual Remediation Payment obligations for Payment Years 1-9 exceed the sum of Albertsons's Annual Remediation Maximums for Payment Years 1-9, reduced for Non-Settling States.

C. *Settlement Fund Payment Process*

1. To determine each Annual Remediation Payment for Payment Year 2 forward, the Settlement Fund Administrator shall use the data as of sixty (60) days prior to the Payment Date for each payment, unless another provision of the Agreement specifies a different date. Prior to the Effective Date, the Parties will include an exhibit to the Agreement setting forth in detail the process for the Settlement Fund Administrator obtaining relevant data and for distributing funds to the Settling States and their Participating Subdivisions listed on Exhibit G consistent with the terms of this Agreement as quickly as practical.

2. The Settlement Fund Administrator shall determine the Annual Remediation Payment and the Statewide Payment Amount for each Settling State, consistent with the provisions in Exhibit L, by:

a. Determining, for each Settling State, the amount of Base Payments and Incentive Payments to which the Settling State is entitled by applying the criteria under Section IV.F, Section IV.G, and Section IV.H;

b. applying any offsets, credits or reductions as specified under Section IV and Section XII;

c. determining the total amount owed by Albertsons to all Settling States and the Participating Subdivisions listed on Exhibit G; and

d. the Settlement Fund Administrator shall then allocate, after subtracting the portion of any Settlement Fund Administrator costs and fees owed out of funds from the Settlement Fund pursuant to Section V.C.5, the Annual Remediation Payment pursuant to Section V among the Settling States, among the separate types of funds for each Settling State (if applicable), and among the Participating Subdivisions listed on Exhibit G.

3. If, no later than fifty (50) days prior to the Payment Date, Albertsons and the Enforcement Committee inform the Settlement Fund Administrator that they agree on the amount of the Annual Remediation Payment and the Statewide Payment Amount for each Settling State, Albertsons shall pay the agreed-upon Annual Remediation Payment amount on the Payment Date and the Settlement Fund Administrator shall treat those amounts as the determination described in Section IV.C.2. If the Settlement Fund Administrator is not so informed, it shall give notice to Albertsons, the Settling States, and the Enforcement Committee of the amount of the Annual Remediation Payment, and the Statewide Payment Amount for each Settling State, following the determination described in Section IV.C.2, and the following timeline shall apply:

a. Within twenty-one (21) calendar days of the notice provided by the Settlement Fund Administrator, Albertsons, any Settling State or the Enforcement Committee may dispute, in writing, the calculation of the Annual Remediation Payment or the Statewide Payment Amount for a Settling State. Such disputing party must provide a written notice of dispute to the Settlement Fund Administrator, the Enforcement Committee, any affected Settling State, and Albertsons identifying the nature of the dispute, the amount of money that is disputed, and the Settling State(s) affected.

b. Within twenty-one (21) calendar days of the sending of a written notice of dispute, any affected party may submit a response, in writing, to the Settlement Fund Administrator, the Enforcement Committee, any affected Settling State, and Albertsons identifying the basis for disagreement with the notice of dispute.

c. If no response is filed, the Settlement Fund Administrator shall adjust the amount calculated consistent with the written notice of dispute, and Albertsons shall pay the adjusted amount, collectively totaling that year's Annual Remediation Payment, on the Payment Date. If a written response to the written

notice of dispute is timely sent to the Settlement Fund Administrator, the Settlement Fund Administrator shall notify Albertsons of the preliminary amount to be paid, which shall be the greater of the amount originally calculated by the Settlement Fund Administrator or the amount that would be consistent with the notice of dispute, *provided, however,* that in no circumstances shall the preliminary amount to be paid be higher than the Annual Remediation Maximum. For the avoidance of doubt, a transfer of payments from the Settlement Fund Escrow for other Payment Years does not count toward determining whether the amount to be paid is higher than the Annual Remediation Maximum.

d. The Settlement Fund Administrator shall place any disputed amount of the preliminary amount paid by Albertsons into the Settlement Fund Escrow and shall disburse any undisputed amount to each Settling State and its Participating Subdivisions listed on Exhibit G pursuant to Section IV.C.4.

4. If a Settling State informs the Settlement Fund Administrator that it and its Participating Subdivisions listed on Exhibit G have agreed on the amount of its Statewide Payment Amount, determined pursuant to Section IV.C.2 or Section IV.C.3, to be distributed to the Settling State, among its separate types of funds (if applicable), and among its Participating Subdivisions listed on Exhibit G, the Settlement Fund Administrator shall disburse the Statewide Payment Amount pursuant to the consensus distribution amounts provided by the Settling State as quickly as practical. For a Settling State that does not so notify the Settlement Fund Administrator, the Settlement Fund Administrator shall allocate the Settling State's Statewide Payment Amount, pursuant to Section V, among the separate types of funds for the Settling State (if applicable), and among its Participating Subdivisions listed on Exhibit G using the following procedures:

a. As soon as possible for each payment and following the determination described in Section IV.C.2 or Section IV.C.3, the Settlement Fund Administrator shall give notice to the relevant Settling States and their Participating Subdivisions listed on Exhibit G of the amount to be received by each Settling State, the amount to be received by the separate types of funds for each Settling State (if applicable), and the amount to be received by each Participating Subdivision listed on Exhibit G for each Settling State.

b. Within twenty-one (21) days of the notice provided by the Settlement Fund Administrator, any Settling State or Participating Subdivision listed on Exhibit G may dispute, in writing, the calculation of the amount to be received by the relevant Settling State and/or its Participating Subdivision listed on Exhibit G. A dispute will be deemed invalid and disregarded if it challenges the allocations adopted by a State-Subdivision Agreement approved pursuant to the provisions of Exhibit O or by statute. Such disputing party must provide a written notice of dispute to the Settlement Fund Administrator, any affected Settling State, and any affected Participating Subdivision identifying the nature of the dispute, the amount of money that is disputed, and the Settling State(s) affected.

c. Within twenty-one (21) days of the sending of a written notice of dispute, any affected Settling State or any affected Participating Subdivision may submit a response, in writing, to the Settlement Fund Administrator, any affected Settling State and any affected Participating Subdivision identifying the basis for disagreement with the notice of dispute.

d. If no response is filed, the Settlement Fund Administrator shall adjust the amount calculated consistent with the written notice of dispute.

e. The Settlement Fund Administrator shall place any disputed amount into the Settlement Fund Escrow and shall disburse any undisputed amount to the Settling State and its Participating Subdivisions eligible for payment.

5. Disputes described in this subsection shall be resolved in accordance with the terms of Section VI.F.

6. The Settlement Fund Administrator may combine the disbursements of Annual Remediation Payments with disbursement of funds under other comparable opioid settlements. In determining when disbursements for each Annual Remediation Payment will be made, the Settlement Fund Administrator may take into account the timeline for the availability of disbursements under other comparable opioid settlements.

7. For the avoidance of doubt, a Subdivision not listed on Exhibit G shall not receive an allocation from the Subdivision Fund and no provision of this Agreement shall be interpreted to create such an entitlement.

D. *Procedure for Annual Remediation Payment and Annual Fees Payment in Payment Year 1.* The process described in Section IV.C shall not apply to Payment Year 1. The procedure in lieu of Section IV.C for Payment Year 1 is as set forth below:

1. The Payment Date for Payment Year 1 is April 30, 2026. Albertsons shall deposit into a segregated interest-bearing bank account it establishes the "Maximum Base Payment" for Payment Year 1 as specified in Exhibit M-2. Albertsons shall also deposit into two (2) separate segregated interest-bearing bank accounts it establishes: (a) the "Maximum Exhibit R Attorney Fee and Cost Funds" for Payment Year 1 as specified in Exhibit M-3; and (b) the "Maximum Additional Remediation Amount" for Payment Year 1 as specified in Exhibit M-3. Albertsons shall separately account for the interest earned on each of the three (3) accounts.

2. Albertsons shall provide proof to the Enforcement Committee of the deposits required by Section IV.D.1 by April 30, 2026. Albertsons shall not remove any money from the segregated bank accounts, except as provided by Section IV.D.3 and Section IV.D.4.

3. In the event that an Eligible State does not agree to become a Settling State by the Preliminary Agreement Date, such State's share of the funds held in the segregated bank account holding the "Maximum Base Payment" for Payment Year 1 shall

immediately revert to Albertsons. This amount shall be calculated by multiplying the aggregate Overall Allocation Percentage attributable to Eligible States that have not agreed to become Settling State by the Preliminary Agreement Date by the "Maximum Base Payment" amount specified in Exhibit M-2 for Payment Year 1. In the event that, in accordance with the terms of Section VIII.B, Albertsons determines not to proceed with the Settlement, or the Settlement does not become effective for any other reason, the funds held in the segregated bank accounts shall immediately revert to Albertsons.

4. If the condition set forth in Section VIII.B is met, Albertsons shall transfer into the Settlement Fund, no later than five (5) business days after the Reference Date (unless the Enforcement Committee specifies a later date), the amount in the segregated account holding the "Maximum Base Payment" for Payment Year 1 (including all interest accrued on that account) plus the total amount of the Base Payment owed in Payment Year 1 for the Eligible States that newly agreed to become a Settling State between the Preliminary Agreement Date and the Reference Date, which shall be calculated by multiplying those Settling States' Overall Allocation Percentage by the amount specified in Exhibit M-2 for Payment Year 1. If the condition set forth in Section VIII.B is met, Albertsons also shall transfer into the relevant funds as directed by the Enforcement Committee, no later than five (5) business days after the Reference Date (unless the Enforcement Committee specifies a later date), the amount in the segregated account holding the "Maximum Exhibit R Attorney Fee and Cost Funds" for Payment Year 1 (including all interest accrued on that account), and the amount in the segregated account holding the sum of the "Maximum Additional Remediation Amount" for Payment Year 1 (including all interest accrued on that account), except that any reductions provided by Section IX.B and Exhibits R shall revert to Albertsons. Albertsons shall provide an accounting to the Enforcement Committee of the transfers, including Statewide Payment Amount for Payment Year 1 for each Eligible State that newly agreed to become a Settling State between the Preliminary Agreement Date and the Reference Date.

5. The Annual Remediation Payment for Payment Year 1 transferred by Albertsons into the Settlement Fund pursuant to Section IV.D.4 shall be disbursed by the Settlement Fund Administrator after the Effective Date to each Settling State and to its Initial Participating Subdivisions listed on Exhibit G pursuant to Section IV.C.4 through Section IV.C.7; *provided, however*, that for any Settling State where the Consent Judgment has not been entered as of the Effective Date, the funds allocable to that Settling State and its Participating Subdivisions listed on Exhibit G shall not be disbursed until ten (10) calendar days after the entry of the Consent Judgment in that Settling State.

E. *Payment Date for Payment Years 2 through 9.* The Payment Date for Payment Year 2 is March 31, 2027. The Payment Date for Payment Years 3 through 9 shall be each successive March 31, or the first business day thereafter if March 31 falls on a weekend. The Annual Remediation Payments for those Payment Years shall be made pursuant to the process set forth in Section IV.C.

F. *Offsets to Annual Remediation Payments to the Settlement Fund for Non-Settling States.* An offset equal to $655,114,448.14 times the Overall Allocation Percentage assigned to each Non-Settling State in Exhibit F shall be deducted from the total amount to be paid by

Albertsons to the Settlement Fund. For the avoidance of doubt, the Adjusted State Remediation Payment is calculated in a way that reflects this offset. The Base Payments and Incentive Payments are also subject to offset and reduction as provided in Section XII.

G. *Base Payments.*

1. Subject to the offset and reduction provisions set forth in Section XII, Albertsons shall make Base Payments into the Settlement Fund in an amount equal to thirty-eight percent (38%) of the Adjusted State Remediation Payment. The maximum total for Base Payments is $248,943,490.30. The Base Payments shall be due in installments consistent with Exhibit M-2 over the nine (9) Payment Years, subject to potential offsets for Non-Settling States as provided in Section IV.F.

2. The Base Payment for any Settling State in each Payment Year shall be the Base Payment for that Payment Year specified in Exhibit M-2 times the Settling State's Overall Allocation Percentage specified in Exhibit F.

H. *Incentive Payments.*

1. Subject to the offset and reduction provisions set forth in Section XII, Albertsons shall make potential additional incentive payments totaling up to a maximum of sixty-two percent (62%) of the Adjusted State Remediation Payment, with the Incentive Payment amount depending on whether and the extent to which the criteria set forth below are met in each Settling State. The maximum total for Incentive Payments is $406,170,957.84.

2. A Settling State qualifies to receive Incentive Payments in addition to Base Payments if it meets the incentive eligibility requirements specified below. With the exception of the Incentive Payment Earn-Back, the maximum total Incentive Payment for any Settling State shall be no more than the maximum total for Incentive Payments listed in Section IV.H.1 times the Settling State's Overall Allocation Percentage specified in Exhibit F. With the exception of the Incentive Payment Earn-Back, Incentive Payments are state-specific, with the actual amount depending on whether and the extent to which the criteria set forth below are met in such Settling State.

3. The incentive payments shall be divided among four (4) categories, referred to as Incentive Payments A, BC and D, and the Incentive Payment Earn-Back. Incentive Payments A and BC will be due in installments over the eight (8) Payment Years beginning with Payment Year 2, and Incentive Payment D will be due in installments over Payment Years 6 through 9, as shown on Exhibit M-2. The Incentive Payment Earn-Back will be due, if earned pursuant to Section IV.H.7, in Payment Year 9. The total amount of incentive payments in an Annual Remediation Payment shall be the sum of the incentive payments for which the individual Settling States are eligible for that Payment Year under the criteria set forth below. The incentive payments shall be made with respect to a specific Settling State based on its eligibility for that Payment Year under the criteria set forth below. For the avoidance of doubt, eligibility for Incentive Payments A, BC, and D shall be determined on a Settling State-by-Settling State basis.

4. Incentive Payment A.

a. Incentive Payment A is mutually exclusive with Incentive Payments BC and D; if a Settling State receives Incentive Payment A in an Annual Remediation Payment, such Settling State is not eligible for Incentive Payments BC or D in that Annual Remediation Payment. A Settling State that receives Incentive Payment A is eligible to receive the Incentive Payment Earn-Back, if the requirements of Section IV.H.7 are met.

b. Incentive Payment A shall be equal to sixty-two percent (62%) of the Adjusted State Remediation Payment, provided all Settling States satisfy the requirements of Incentive Payment A. Incentive Payment A will be due to a Settling State as part of the Annual Remediation Payment over eight (8) Payment Years, starting in Payment Year 2, and shall equal a total potential maximum of $406,170,957.84 if all Eligible States qualify for Incentive Payment A. Each Settling State's share of Incentive Payment A in a given year, *provided* that Settling State qualifies, shall equal the total maximum amount available for Incentive Payment A for that year as reflected in Exhibit M-2 times the Settling State's Overall Allocation Percentage.

c. Qualification for Incentive Payment A is as follows: A Settling State qualifies for Incentive Payment A if, as of two (2) years of the Effective Date: (i) there is a Bar in that Settling State in full force and effect, (ii) there is a Settlement Class Resolution in that Settling State in full force and effect, (iii) the Released Claims of all of the following entities are released through the execution of Subdivision Settlement Participation Forms, or there is a Case-Specific Resolution against such entities: all Primary Subdivisions, Litigating Subdivisions, School Districts with a K-12 student enrollment of at least 25,000 or .10% of a Settling State's population, whichever is greater, Hospital Districts that have at least one hundred twenty-five (125) hospital beds in one or more hospitals rendering services in that district, and Primary Fire Districts; or (iv) a combination of the actions in clauses (i)-(iii) has achieved the same level of resolution of Claims by Subdivisions (*e.g.,* a Bar against future litigation combined with full joinder by Litigating Subdivisions). For the avoidance of doubt, subsection (iv) cannot be satisfied unless all Litigating Subdivisions are Participating Subdivisions or there is a Case-Specific Resolution against any such Subdivisions that are not Participating Subdivisions. Albertsons and the Enforcement Committee shall meet and confer in order to agree on data sources for purposes of this Section prior to the Initial Participation Date.

d. A Settling State that does not qualify for Incentive Payment A as of two (2) years after the Effective Date shall not be eligible for Incentive Payment A for that Payment Year or any subsequent Payment Years.

e. Albertsons shall indicate before the Initial Participation Date whether existing legislation in a Settling State is sufficient to qualify as a Bar.

f. If a Settling State does not qualify for Incentive Payment A as of the Payment Date for Payment Year 2, and becomes eligible for Incentive Payment A as of Payment Date for Payment Year 3, it shall receive the payment that it would have received for Incentive Payment A for Payment Year 2 (the "Incentive Payment A Catch-up Payment") on the Payment Date for Payment Year 3. If a Settling State is not eligible for Incentive Payment A as of the Payment Date for Payment Year 3, and becomes eligible for Incentive Payment A as of two (2) years after the Effective Date, it shall receive the payment that it would have received for Incentive Payment A for Payment Years 2 and 3 (also an "Incentive Payment A Catch-up Payment") on the Payment Date for Payment Year 4. The Incentive Payment A Catch-up Payment shall be reduced by any amounts paid to the Settling State under Incentive Payment BC prior to the Settling State's eligibility for Incentive Payment A.

g. If Albertsons made a payment under Incentive Payment A solely on the basis of a Bar or Settlement Class Resolution in a Settling State and that Bar or Settlement Class Resolution is subsequently removed, revoked, rescinded, reversed, overruled, interpreted in a manner to limit the scope of the release, or otherwise deprived of force or effect in any material respect, that Settling State shall not be eligible for Incentive Payment A thereafter, unless the Settling State requalifies for Incentive Payment A through any method pursuant to Section IV.H.4.c, in which case the Settling State shall be eligible for Incentive Payment A less any litigation fees and costs incurred by Albertsons in the interim, except that, if the re-imposition occurs after the completion of opening statements in a trial involving a Released Claim, the Settling State shall not be eligible for Incentive Payment A (unless this exception is waived by Albertsons).

5. Incentive Payment BC.

a. Incentive Payment BC shall be available to Settling States that do not qualify for Incentive Payment A.

b. Incentive Payment BC shall be up to a maximum of fifty-nine percent (59%) of the Settling State's State Allocation. Incentive Payment BC will be due to a Settling State as part of the Annual Remediation Payment over ten (8) Payment Years, starting in Annual Remediation Payment 2. Subject to Section IV.F, Incentive Payment BC shall equal a total potential maximum of $386,517,524.40 if all states are eligible.

c. A Settling State may earn Incentive Payment BC in Annual Remediation Payments 2 through 9 and may receive, when combined with the Settling State's Base Payment, a maximum of up to ninety-seven 97% of the Settling State's State Allocation. The maximum Incentive Payment BC for any Settling State in a given Payment Year shall be the Incentive Payment BC for that Payment Year specified in Exhibit M-2 times the Settling State's Overall Allocation Percentage specified in Exhibit F, provided such Settling State becomes eligible for

Incentive Payment BC by sixty (60) days before the Payment Date for Payment Year 6.

d. The amount of Incentive Payment BC for which a Settling State is eligible shall be determined based on the aggregate population of the Settling State's Incentive BC Subdivisions that are Participating Subdivisions or have had their claims resolved through a Case-Specific Resolution, divided by the aggregate population of all the Settling State's Incentive BC Subdivisions. The Settling State's Incentive BC Subdivisions are (i) all Litigating Subdivisions (including School Districts and Special Districts) and (ii) all Non-Litigating Threshold Subdivisions (collectively, all Litigating Subdivisions and all Non-Litigating Threshold Subdivisions are "*Incentive BC Subdivisions*").

e. The percentage of the Settling State's maximum Incentive Payment BC for the Payment Year provided by Section IV.H.5.c to which the Settling State is entitled shall be determined according to the table of Incentive BC payment levels below:

Participation Percentage of Incentive BC Eligible Subdivision Population[5]	**Incentive Payment BC Percentage for the Relevant Payment Year**
Less than 85%	0%
85% or more but less than 86%	3.57%
86% or more but less than 87%	8.93%
87% or more but less than 88%	14.29%
88% or more but less than 89%	19.64%
89% or more but less than 90%	25%
90% or more but less than 91%	30.36%

[5] The "Participation Percentage of Incentive BC Eligible Subdivision Population" shall be determined by the aggregate population of the Settling State's Incentive BC Subdivisions that are Participating Subdivisions, or have had their claims resolved through a Case-Specific Resolution, divided by the aggregate population of the Settling State's Incentive BC Subdivisions. In calculating the Settling State's population that resides in Incentive BC Subdivisions, the population of the Settling State's Incentive BC Subdivisions shall be the sum of the population of all Incentive BC Subdivisions in the Settling State, notwithstanding that persons may be included within the population of more than one Incentive BC Subdivision. An individual Subdivision shall not be included more than once in the numerator, and shall not be included more than once in the denominator, of the calculation regardless if it (or any of its officials) is named as multiple plaintiffs in the same lawsuit; provided, however, that for the avoidance of doubt, no Subdivision will be excluded from the numerator or denominator under this sentence unless a Subdivision otherwise counted in the denominator has the authority to release the Claims (consistent with Section X) of the Subdivision to be excluded.

91% or more but less than 92%	35.71%
92% or more but less than 93%	41.07%
93% or more but less than 94%	46.43%
94% or more but less than 95%	51.79%
95% or more but less than 96%	60.71%
96% or more but less than 97%	68.75%
97% or more but less than 98%	76.79%
98% or more but less than 99%	84.82%
99% or more but less than 100%	92.86%
100%	100%

f. For Payment Years 2-5, the percentage of the available Incentive Payment BC amount for which a Settling State is eligible will be based on the Participation Percentage of Incentive BC Eligible Subdivision Population as of sixty (60) days before the Payment Date. For Payment Years 6-9, the percentage of the available Incentive Payment BC amount for which a Settling State is eligible will be based on the Participation Percentage of Incentive BC Eligible Subdivision Population as of sixty (60) days before the Payment Date for Payment Year 6. If Incentive BC Eligible Subdivisions that have become Participating Subdivisions, or achieved Case-Specific Resolution status, collectively represent less than eighty-five percent (85%) of a Settling State's Incentive BC Eligible Subdivision population by sixty (60) days before the Payment Date for Payment Year 6, the Settling State shall not receive any Incentive Payment BC.

g. If there are no Incentive BC Eligible Subdivisions in a Settling State, and that Settling State is otherwise eligible for Incentive Payment BC because it is not eligible for Incentive Payment A, that Settling State will receive its maximum Incentive Payment BC for that Annual Remediation Payment provided by Section IV.H.5.c.

6. Incentive Payment D.

a. Incentive Payment D shall be available to Settling States that do not qualify for Incentive Payment A.

b. Incentive Payment D shall be equal to up to a maximum of ten percent (10%) of the Adjusted State Remediation Payment, with the actual amount depending whether and the extent to which the criteria set forth below are met in each Settling State. The maximum total for Incentive Payment D is $65,511,444.81.[6]

c. Incentive Payment D shall be paid starting at Payment Year 6 and the amount of Incentive Payment D in Payment Years 6-9 will depend on (i) the Settling State meeting the qualifications set out in Section IV.H.6.d and (ii) the Participation Percentage of Incentive BC Eligible Subdivision Population achieved by the Settling State as of sixty (60) days prior to the Payment Date for Payment Year 6.

d. A Settling State qualifies for Incentive Payment D if no Later Litigating Subdivision (for purposes of Incentive Payment D, Later Litigating Subdivisions are limited to (i) a Primary Subdivision; (ii) a school district with a K-12 student enrollment of at least 25,000 or 0.10% of the Settling State's population, whichever is greater; (iii) a health district or hospital district that has at least one hundred twenty-five (125) hospital beds in one or more hospitals rendering services in that district; and (iv) Primary Fire Districts) in that Settling State has a lawsuit against a Released Entity survive more than six (6) months after denial in whole or in part of a Threshold Motion.

e. A Settling State's qualification for Incentive Payment D shall be determined as of sixty (60) calendar days prior to the Payment Date ("*Incentive Payment D Look-Back Date*"). If a Later Litigating Subdivision's lawsuit in that Settling State survives more than six (6) months after denial in whole or in part a Threshold Motion after that date, that Settling State shall not be eligible for Incentive Payment D for the Payment Year in which that occurs and any subsequent Payment Year.

f. The Incentive Payment D for any Settling State qualifying for Incentive Payment D in Payment Years 6-9 shall be equal to between three percent (3%) and ten percent (10%) of the State Remediation Payment times the Settling State's Overall Allocation Percentage specified in Exhibit F. The applicable percentage shall be determined based on the Participation Percentage of Incentive BC Eligible Subdivision Population achieved by the Settling State as of sixty (60) days prior to the Payment Date for Payment Year 6 as shown in the table below:

[6] The Incentive Payment BC table specified in Section IV.H.5.e and Incentive Payment D table specified in Section IV.H.6.f operate so that the combined amount of Incentive Payment BC and Incentive Payment D cannot exceed sixty-two percent (62%) of the Adjusted State Remediation Payment over the term of the Agreement. Albertsons will have no obligation to pay more than $406,170,957.84 for the combined amounts of Incentive Payment BC and Incentive Payment D minus any offsets for Non-Settling States specified in Section IV.F.

Participation Percentage of Incentive BC Eligible Subdivision Population as of sixty (60) days prior to the Payment Date for Payment Year 6	Each Eligible Settling State's Applicable Incentive Payment D Percentage
Participation of less than 95%	10% of State Allocation
Participation of 95% but less than 96%	9% of State Allocation
Participation of 96% but less than 97%	8% of State Allocation
Participation of 97% but less than 98%	7% of State Allocation
Participation of 98% but less than 99%	6% of State Allocation
Participation of 99% but less than 100%	5% of State Allocation
Participation of 100%	3% of State Allocation

g. Incentive Payment D shall be paid in four equal installments. Prior to making the Annual Remediation Payment for Payment Years 6-9, the Settlement Fund Administrator shall determine a Settling State's qualification for Incentive Payment D as of the Incentive Payment D Look-Back Date for that Payment Year. Prior to the Incentive Payment D Look-Back Date for each Payment Year, Albertsons may provide the Settlement Fund Administrator and the Enforcement Committee with notice identifying any Settling State(s) it believes do not qualify for Incentive Payment D and information supporting its belief.

h. Notwithstanding Section IV.H.6.d and Section IV.H.6.e, a Settling State can become re-eligible for Incentive Payment D if the lawsuit that survived a Threshold Motion is dismissed pursuant to a later motion on grounds included in the Threshold Motion, in which case the Settling State shall be eligible for Incentive Payment D less any litigation fees and costs incurred by Albertsons in the interim, except that if the dismissal motion occurs after the completion of opening statements in such action, the Settling State shall not be eligible for Incentive Payment D.

7. Incentive Payment Earn-Back. Upon calculation of Incentive Payments A, BC, and D for Payment Year 9, all Incentive Payment amounts that have been unearned by any Settling State under this Agreement for Payment Years 2-9 will be aggregated to determine the Total Unearned Incentive Payments for all Settling States. In Payment Year 9, the Settling States can collectively qualify to receive the Total Unearned Incentive Payments, up to a maximum of 2% of the State Remediation Payment ($13,102,288.96) (the "Potential Earn-Back Amount"), if there has been no lawsuit for Covered Conduct against a Released Entity by a Non-Eligible State or Subdivision in a Non-Eligible State that survived more than six (6) months after denial in whole or in part of a Threshold Motion. If, at any point prior to Payment Year 9, any lawsuit for Covered Conduct against a Released Entity by a Non-Eligible State or Subdivision in a Non-Eligible State survives more than (6) months after denial in whole or in part of a Threshold Motion, no Settling State is eligible for any portion of the Potential Earn-Back Amount. If no lawsuit for Covered Conduct against a Released Entity by a Non-Eligible State or Subdivision in a Non-Eligible State survives more than six (6) months after denial in whole or in part of a Threshold Motion, then the Settling States will receive the Potential Earn-Back Amount in accordance with the Overall Allocation Percentages in Exhibit F.

I. In no event shall any Settling State receive Base Payments and Incentive Payments A, BC, and D totaling more than one hundred percent (100%) of its respective Overall Allocation Percentage specified in Exhibit F times the State Remediation Payment. However, if the requirements in Section IV.H.7 are met by the Settling States, a Settling State may receive Base Payments and Incentive Payments totaling more than one hundred percent (100%) of its respective Overall Allocation Percentage specified in Exhibit F times the State Remediation Payment.

V. Allocation and Use of Settlement Payments

A. *Components of Settlement Fund.* The Settlement Fund shall be funded by the Annual Remediation Payments and comprised of a Remediation Accounts Fund, a State Fund, and a Subdivision Fund for each Settling State. The payments made under Section IV into the Settlement Fund shall be initially allocated among those three (3) sub-funds and distributed and used as provided below. Payments placed into the Settlement Fund do not revert back to Albertsons.

B. *Use of Settlement Payments.*

1. It is the intent of the Parties that the payments disbursed from the Settlement Fund to Settling States and Participating Subdivisions be for Opioid Remediation, subject to exceptions that must be documented in accordance with Section V.B.2. In no event may less than ninety-five (95%) of Albertsons's maximum amount of payments pursuant to Section IV as set forth on Exhibit M-2 over the entirety of all Payments Years (but not any single Payment Year) be spent on Opioid Remediation.

2. While disfavored by the Parties, a Settling State or a Participating Subdivision set forth on Exhibit G may use monies from the Settlement Fund (that have not been restricted by this Agreement solely to future Opioid Remediation) for purposes that do not qualify as Opioid Remediation. If, at any time, a Settling State or a Participating Subdivision set forth on Exhibit G uses any monies from the Settlement Fund for a purpose that does not qualify as Opioid Remediation, such Settling State or Participating Subdivision set forth on Exhibit G shall identify such amounts and report to the Settlement Fund Administrator and Albertsons how such funds were used, including if used to pay attorneys' fees, investigation costs, litigation costs, or costs related to the operation and enforcement of this Agreement, respectively. It is the intent of the Parties that the reporting under this Section V.B.2 shall be available to the public. For the avoidance of doubt, (a) any amounts not identified under this Section V.B.2 as used to pay attorneys' fees, investigation costs, or litigation costs shall be included in the Compensatory Restitution Amount for purposes of Section V.F and (b) Participating Subdivisions not listed on Exhibit G may only use monies from the Settlement Fund for purposes that qualify as Opioid Remediation.

C. *Allocation of Settlement Fund.* The allocation of the Settlement Fund allows for different approaches to be taken in different states, such as through a State-Subdivision Agreement. Given the uniqueness of Settling States and their Subdivisions, Settling States and their Subdivisions are encouraged to enter into State-Subdivision Agreements in order to direct the allocation of their portion of the Settlement Fund. As set out below, the Settlement Fund Administrator will make an initial allocation to three (3) state-level sub-funds. The Settlement

Fund Administrator will then, for each Settling State and its Participating Subdivisions, apply the terms of this Agreement and any relevant State-Subdivision Agreement, Statutory Trust, Allocation Statute, or voluntary redistribution of funds as set out below before disbursing the funds.

1. Base Payments. The Settlement Fund Administrator will allocate Base Payments under Section IV.G among the Settling States pursuant to Section IV.G.2. Base payments for each Settling State will then be allocated fifteen percent (15%) to its State Fund, seventy percent (70%) to its Remediation Accounts Fund, and fifteen percent (15%) to its Subdivision Fund. Amounts may be reallocated and will be distributed as provided in Section V.D.

2. Incentive Payments. The Settlement Fund Administrator will treat Incentive Payments under Section IV.H on a state-specific basis. Incentive Payments for which a Settling State is eligible under Section IV.H will be allocated fifteen percent (15%) to its State Fund, seventy percent (70%) to its Remediation Accounts Fund, and fifteen percent (15%) to its Subdivision Fund. Amounts may be reallocated and will be distributed as provided in Section V.D.

3. Application of Adjustments. If an offset or reduction under Section XII applies with respect to a Settling State, the offset or reduction shall be applied proportionally to all amounts that would otherwise be apportioned and distributed to the State Fund, the Remediation Accounts Fund, and the Subdivision Fund for that Settling State.

4. Settlement Fund Administrator. Prior to the Effective Date, Albertsons and the Enforcement Committee will agree to a detailed mechanism consistent with the foregoing for the Settlement Fund Administrator to follow in allocating, apportioning, and distributing payments, which shall then be appended hereto as Exhibit L.

5. Settlement Fund Administrator Costs. Any costs and fees associated with or arising out of the duties of the Settlement Fund Administrator as described in Exhibit L shall be paid from the interest accrued in the Settlement Fund Escrow and the Settlement Fund; *provided, however,* that if such accrued interest is insufficient to pay the entirety of any such costs and fees, Albertsons shall pay fifty percent (50%) of the additional amount and fifty percent (50%) shall be paid out of the Settlement Fund.

D. *Settlement Fund Reallocation and Distribution*. As set forth below, within a particular Settling State's account, amounts contained in the Settlement Fund sub-funds may be reallocated and distributed per a State-Subdivision Agreement or other means. If the apportionment of amounts is not addressed and controlled under Section V.D.1 and Section V.D.2, then the default provisions of Section V.D.4 apply. It is not necessary that a State-Subdivision Agreement or other means of allocating funds pursuant to Section V.D.1 and Section V.D.2 address all of the Settlement Fund sub-funds. For example, a Statutory Trust might only address disbursements from a Settling State's Remediation Accounts Fund.

1. Distribution by State-Subdivision Agreement. If a Settling State has a State-Subdivision Agreement, amounts apportioned to that Settling State's State Fund, Remediation Accounts Fund, and Subdivision Fund under Section V.C shall be reallocated and distributed as provided by that agreement. Any State-Subdivision Agreement entered into after the Preliminary

Agreement Date shall be applied only if it requires: (a) that all amounts be used for Opioid Remediation, except as allowed by Section V.B.2, and (b) that at least seventy percent (70%) of amounts be used solely for future Opioid Remediation.[7] For a State-Subdivision Agreement to be applied to the relevant portion of an Annual Payment, notice must be provided to Albertsons and the Settlement Fund Administrator at least sixty (60) calendar days prior to the Payment Date.

2. Distribution by Allocation Statute. If a Settling State has an Allocation Statute and/or a Statutory Trust that addresses allocation or distribution of amounts apportioned to such Settling State's State Fund, Remediation Accounts Fund, and/or Subdivision Fund and that, to the extent any or all such sub-funds are addressed, requires (1) all amounts to be used for Opioid Remediation, except as allowed by Section V.B.2, and (2) at least seventy percent (70%) of all amounts to be used solely for future Opioid Remediation then, to the extent allocation or distribution is addressed, the amounts apportioned to that Settling State's State Fund, Remediation Accounts Fund, and Subdivision Fund under Section V.C shall be allocated and distributed as addressed and provided by the applicable Allocation Statute or Statutory Trust. For the avoidance of doubt, an Allocation Statute or Statutory Trust need not address all three (3) sub-funds that comprise the Settlement Fund, and if the applicable Allocation Statute or Statutory Trust does not address distribution of all or some of these three (3) sub-funds, the applicable Allocation Statute or Statutory Trust does not replace the default provisions described in Section V of any such unaddressed fund. For example, if an Allocation Statute or Statutory Trust that meets the requirements of this Section V.D.2 only addresses funds restricted to remediation, then the default provisions of this Agreement concerning allocation among the three (3) sub-funds comprising the Settlement Fund and the distribution of the State Fund and Subdivision Fund for that Settling State would still apply, while the distribution of the applicable State's Remediation Accounts Fund would be governed by the qualifying Allocation Statute or Statutory Trust.

3. Voluntary Redistribution. A Settling State may choose to reallocate all or a portion of its State Fund to its Remediation Accounts Fund. A Participating Subdivision included on Exhibit G may choose to reallocate all or a portion of its allocation from the Subdivision Fund to the Settling State's Remediation Accounts Fund or to another Participating Subdivision. The Settlement Fund Administrator is not required to honor a voluntary redistribution for which notice is provided to it less than sixty (60) calendar days prior to the applicable Payment Date.

4. Distribution in the Absence of a State-Subdivision Agreement, Allocation Statute, or Statutory Trust. If Section V.D.1 and Section V.D.2 do not apply, amounts apportioned to that Settling State's State Fund, Remediation Accounts Fund, and Subdivision Fund under Section V.C shall be distributed as follows:

a. Amounts apportioned to that Settling State's State Fund shall be distributed to that Settling State.

b. Amounts apportioned to that Settling State's Remediation Accounts Fund shall be distributed consistent with Section V.E. Each Settling State shall

[7] Future Opioid Remediation includes amounts paid to satisfy any future demand by another governmental entity to make a required reimbursement in connection with the past care and treatment of a person related to the Alleged Harms

submit to the Settlement Fund Administrator a designation of a lead state agency or other entity to serve as the single point of contact for that Settling State's funding requests from the Remediation Accounts Fund and other communications with the Settlement Fund Administrator. The designation of an individual entity is for administrative purposes only and such designation shall not limit funding to such entity or even require that such entity receive funds from this Agreement. The designated entity shall be the only entity authorized to request funds from the Settlement Fund Administrator to be disbursed from that Settling State's Remediation Accounts Fund. If a Settling State has established a Statutory Trust then that Settling State's single point of contact may direct the Settlement Fund Administrator to release the Settling State's Remediation Accounts Fund to the Statutory Trust.

c. Amounts apportioned to that Settling State's Subdivision Fund shall be distributed to Participating Subdivisions in that Settling State included on Exhibit G per the Subdivision Allocation Percentage listed in Exhibit G. Section VII.I shall govern amounts that would otherwise be distributed to Non-Participating Subdivisions listed in Exhibit G. For the avoidance of doubt and notwithstanding any other provision in this Agreement, no Non-Participating Subdivision will directly receive any amount from the Settlement Fund, regardless of whether such Subdivision is included on Exhibit G.

d. Special Districts shall not be allocated funds from the Subdivision Fund, except through a voluntary redistribution allowed by Section V.D.3 to Special Districts that are Participating Subdivisions. A Settling State may allocate funds from its State Fund or Remediation Accounts Fund for Special Districts that are Participating Subdivisions.

5. Restrictions on Distribution. No amounts may be distributed from the Subdivision Fund contrary to Section VII, i.e., no amounts may be distributed directly to Non-Participating Subdivisions or to Later Participating Subdivisions to the extent such a distribution would violate Section VII.E through Section VII.H. Amounts allocated to the Subdivision Fund that cannot be distributed by virtue of the preceding sentence shall be distributed into the sub-account in the Remediation Accounts Fund for the Settling State in which the Subdivision is located, unless those payments are redirected elsewhere by a State-Subdivision Agreement described in Section V.D.1 or by an Allocation Statute or a Statutory Trust described in Section V.D.2.

E. *Provisions Regarding the Remediation Accounts Fund.*

1. State-Subdivision Agreement, Allocation Statute, and Statutory Trust Fund Provisions. A State-Subdivision Agreement, Allocation Statute, or Statutory Trust may govern the operation and use of amounts in that Settling State's Remediation Accounts Fund so long as it complies with the requirements of Section V.D.1 or Section V.D.2, as applicable, and all direct payments to Subdivisions comply with Section VII.E through Section VII.H.

2. Absence of a State-Subdivision Agreement, Allocation Statute, or Statutory Trust. In the absence of a State-Subdivision Agreement, Allocation Statute, or Statutory Trust that

addresses distribution, the Remediation Accounts Fund will be used solely for future Opioid Remediation and the following shall apply with respect to a Settling State:

a. Regional Remediation.

(i) At least fifty percent (50%) of distributions for remediation from a Settling State's Remediation Accounts Fund shall be annually allocated and tracked to the regional level. A Settling State may allow the Advisory Committee established pursuant to Section V.E.2.d to define its regions and assign regional allocations percentages. Otherwise, the Settling State shall (A) define its initial regions, which shall consist of one (1) or more General Purpose Subdivisions and which shall be designated by the state agency with primary responsibility for substance abuse disorder services employing, to the maximum extent practical, existing regions established in that Settling State for opioid abuse treatment or other public health purposes; (B) assign initial regional allocation percentages to the regions based on the Subdivision Allocation Percentages in Exhibit G and an assumption that all Subdivisions included on Exhibit G will become Participating Subdivisions.

(ii) This minimum regional expenditure percentage is calculated on the Settling State's initial Remediation Accounts Fund allocation and does not include any additional amounts a Settling State has directed to its Remediation Accounts Fund from its State Fund, or any other amounts directed to the fund. A Settling State may dedicate more than fifty percent (50%) of its Remediation Accounts Fund to the regional expenditure and may annually adjust the percentage of its Remediation Accounts Fund dedicated to regional expenditures as long as the percentage remains above the minimum amount.

(iii) The Settling State (A) has the authority to adjust the definition of the regions, and (B) may annually revise the percentages allocated to each region to reflect the number of General Purpose Subdivisions in each region that are Non-Participating Subdivisions.

b. *Subdivision Block Grants.* Certain Subdivisions shall be eligible to receive regional allocation funds in the form of a block grant for future Opioid Remediation. A Participating Subdivision eligible for block grants is a county or parish (or in the case of Settling States that do not have counties or parishes that function as political subdivisions, a city) that (1) does not contain a Litigating Subdivision or a Later Litigating Subdivision for which it has the authority to end the litigation through a release, bar or other action, (2) either (i) has a population of 400,000 or more or (ii) in the case of California has a population of 750,000 or more and (3) has funded or otherwise managed an established health care or treatment infrastructure *(e.g.,* health department or similar agency). Each Subdivision eligible to receive block grants shall be assigned its own region.

c. *Small Settling States.* Notwithstanding the provisions of Section V.E.2.a, Settling States with populations under four (4) million that do not have existing regions described in Section V.E.2.a shall not be required to establish regions. However, such a Settling State that contains one (1) or more Subdivisions eligible for block grants under Section V.E.2.b shall be divided regionally so that each block-grant eligible Subdivision is a region and the remainder of the state is a region.

d. *Advisory Committee.* The Settling State shall designate an Opioid Settlement Remediation Advisory Committee (the *"Advisory Committee")* to provide input and recommendations regarding remediation spending from that Settling State's Remediation Accounts Fund. A Settling State may elect to use an existing advisory committee or similar entity (created outside of a State-Subdivision Agreement or Allocation Statute); *provided, however,* the Advisory Committee or similar entity shall meet the following requirements:

(i) Written guidelines that establish the formation and composition of the Advisory Committee, terms of service for members, contingency for removal or resignation of members, a schedule of meetings, and any other administrative details;

(ii) Composition that includes at least an equal number of local representatives as state representatives;

(iii) A process for receiving input from Subdivisions and other communities regarding how the opioid crisis is affecting their communities, their remediation needs, and proposals for remediation strategies and responses; and

(iv) A process by which Advisory Committee recommendations for expenditures for Opioid Remediation will be made to and considered by the appropriate state agencies.

3. Remediation Accounts Fund Reporting. The Settlement Fund Administrator shall track and assist in the report of remediation disbursements as agreed to between Albertsons and the Enforcement Committee

F. *Nature of Payment*. Albertsons, the Settling States, and the Participating Subdivisions each acknowledge and agree that notwithstanding anything to the contrary in this Agreement, including, but not limited to, the scope of the Released Claims:

1. They have entered into this Agreement to avoid the delay, expense, inconvenience, and uncertainty of further litigation;

2. (a) The Settling States and Participating Subdivisions sought compensatory restitution and remediation for alleged damage or harm caused by the potential violation of a law (within the meaning of 26 U.S.C. § 162(f)(2)(A) and 26 C.F.R. § 1.162-21(e)(4)(i) as

damages for the Alleged Harms allegedly suffered by the Settling States and Participating Subdivisions; (b) the Compensatory Restitution Amount is less than or equal to the amount, in the aggregate, of the Alleged Harms allegedly suffered by the Settling States and Participating Subdivisions; and (c) the portion of the Compensatory Restitution Amount received by each Settling State or Participating Subdivision is less than or equal to the amount of the Alleged Harms allegedly suffered by such Settling State or Participating Subdivision;

3. The payment of the Compensatory Restitution Amount by Albertsons constitutes, and is paid for, compensatory restitution and remediation for alleged damage or harm caused by the potential violation of a law (within the meaning of 26 U.S.C. § 162(f)(2)(A) and 26 C.F.R. § 1.162-21(e)(4)(i) in order to restore, in whole or in part, the Settling States, Participating Subdivisions, and persons to the same position or condition that they would be in had the Settling States, Participating Subdivisions, and persons not suffered the Alleged Harms, and constitutes compensatory restitution and remediation for alleged damage or harm allegedly caused by the potential violation of a law; and

4. For the avoidance of doubt: (a) the entire Compensatory Restitution Amount is properly characterized as described in Section V.F, (b) no portion of the Compensatory Restitution Amount represents reimbursement to any Settling State or Participating Subdivision or other person or entity for the fees or costs of any investigation or litigation, including without limitation attorneys' fees, (c) no portion of the Global Settlement Amount constitutes the disgorgement of any allegedly ill-gotten gains, and (d) no portion of the Global Settlement Amount is paid for, is in place of, or is properly characterized as the payment of any fine, penalty, punitive damages, or other punitive assessments.

VI. Enforcement

A. *Enforceability.* This Agreement is enforceable only by the Settling States and Albertsons; *provided, however,* that Released Entities may enforce Section X and Participating Subdivisions listed on Exhibit G have the enforcement rights described later in this paragraph and in Section VI.D. Except to the extent allowed by the Injunctive Relief Terms, Settling States and Participating Subdivisions shall not have enforcement rights against Albertsons with respect to either the terms of this Agreement that apply only to or in other Settling States or any Consent Judgment entered into by another Settling State. Participating Subdivisions shall not have enforcement rights against Albertsons with respect to this Agreement or any Consent Judgment except that Participating Subdivisions listed on Exhibit G shall have enforcement rights as set forth herein as to payments that would be allocated to the Participating Subdivisions or the Remediation Accounts Fund in such Settling State; *provided, however,* that each Settling State shall allow Participating Subdivisions in such Settling State to notify it of any perceived violations of this Agreement or the applicable Consent Judgment.

B. *Jurisdiction.* Albertsons consents to the jurisdiction of the court in which each Settling State files its Consent Judgment, limited to resolution of disputes identified in Section VI.F.1 for resolution in that court.

C. *Specific Terms Dispute Resolution.*

1. Any dispute that is addressed by the provisions set forth in the Injunctive Relief Terms shall be resolved as provided therein.

2. In the event that Albertsons believes that the ninety-five percent (95%) threshold established in Section V.B.1 is not being satisfied, any Party may request that Albertsons and the Enforcement Committee meet and confer regarding the use of funds to implement Section V.B.1. The completion of such meet-and-confer process is a precondition to further action regarding any such dispute. Further action concerning Section V.B.1 shall: (i) be limited to Albertsons seeking to reduce its Annual Remediation Payments by no more than five percent (5%) of the difference between the actual amount of Opioid Remediation and the ninety-five percent (95%) threshold established in Section V.B.1; (ii) only reduce Annual Remediation Payments to those Settling States and their Participating Subdivision(s) that are below the ninety-five percent (95%) threshold established in Section V.B.1; and (iii) not reduce Annual Remediation Payments restricted to future Opioid Remediation.

D. *State-Subdivision Enforcement.*

1. A Subdivision shall not have enforcement rights against a Settling State in which it is located with respect to this Agreement or any Consent Judgment except that a Participating Subdivision listed on Exhibit G shall have enforcement rights (a) as provided for in a State-Subdivision Agreement, Allocation Statute, or Statutory Trust with respect to intrastate allocation or (b) in the absence of a State-Subdivision Agreement, Allocation Statute, or Statutory Trust, to allegations that (i) the Settling State's use of Remediation Accounts Fund monies were not used for uses similar to or in the nature of those uses contained in Exhibit E; or (ii) a Settling State failed to pay funds directly from the Remediation Accounts Fund to a Participating Subdivision eligible to receive a block grant pursuant to Section V.E.2.b.

2. A Settling State shall have enforcement rights against a Participating Subdivision located in its territory (a) as provided for in a State-Subdivision Agreement, Allocation Statute, or Statutory Trust; or (b) in the absence of a State-Subdivision Agreement, Allocation Statute, or Statutory Trust, to allegations that the Participating Subdivisions' uses of Remediation Accounts Fund monies were not used for purposes similar to or in the nature of those uses contained in Exhibit E.

3. As between the Settling States and Participating Subdivisions, the above rights are contractual in nature and nothing herein is intended to limit, restrict, change or alter any other existing rights under law.

E. *Subdivision Albertsons Payment Enforcement.* A Participating Subdivision listed on Exhibit G shall have the same right as a Settling State to seek resolution regarding the failure by Albertsons to make its Annual Remediation Payment in a Payment Year.

F. *Other Terms Regarding Dispute Resolution.*

1. Except to the extent provided by Section VI.C or Section VI.F.2, all disputes shall be resolved in either the court that entered the relevant Consent Judgment or, if no such Consent

Judgment was entered, a state or territorial court with jurisdiction located wherever the seat of the relevant state government is located.

a. State court proceedings shall be governed by the rules and procedures of the relevant forum.

b. For the avoidance of doubt, disputes to be resolved in state court include, but are not limited to, the following:

(i) disputes concerning whether expenditures qualify as Opioid Remediation;

(ii) disputes between a Settling State and its Participating Subdivisions as provided by Section VI.D, except to the extent the State-Subdivision Agreement provides for other dispute resolution mechanisms. For the avoidance of doubt, disputes between a Settling State and any Participating Subdivision shall not be considered National Disputes;

(iii) whether this Agreement and relevant Consent Judgment are binding under state law;

(iv) the extent of the Attorney General's or other participating entity's authority under state law, including the extent of the authority to release claims; and

(v) whether the definition of a Bar, a Case-Specific Resolution, Final Order, lead state agency as described in Section V.D.4.b, Later Litigating Subdivision, Litigating Subdivision, or Threshold Motion have been met; and

(vi) all other disputes not specifically identified in Section VI.C or Section VI.F.2.

c. Any Party may request that the National Arbitration Panel provide an interpretation of any provision of the settlement that is relevant to the state court determination, and the National Arbitration Panel shall make reasonable best efforts to supply such interpretation within the earlier of thirty (30) calendar days or the time period required by the state court proceedings. Any Party may submit that interpretation to the state court to the extent permitted by, and for such weight provided by, the state court's rules and procedures. If requested by a Party, the National Arbitration Panel shall request that its interpretation be accepted in the form of an *amicus curiae* brief, and any attorneys' fees and costs for preparing any such filing shall be paid for by the requesting Party.

2. National Disputes involving a Settling State, a Participating Subdivision that has enforcement rights pursuant to Section VI.A, and/or Albertsons shall be resolved by the National Arbitration Panel.

a. National Disputes are disputes that are not addressed by Section VI.C, and which are exceptions to Section VI.F.1's presumption of resolution in state courts because they involve issues of interpretation of terms contained in this Agreement applicable to all Settling States without reference to a particular state's law. Disputes between a Settling State and any Participating Subdivision shall not be considered National Disputes. National Disputes are limited to the following:

(i) the amount of offset and/or credit attributable to Non-Settling States;

(ii) issues involving the scope and definition of Product;

(iii) interpretation and application of the terms "Covered Conduct," "Released Entities," and "Released Claims";

(iv) the failure by Albertsons to pay the Annual Remediation Payment or the Additional Restitution Amount in a Payment Year, but for the avoidance of doubt, disputes between Albertsons and a Settling State over the amounts owed only to that state that do not affect any other Settling State shall not be considered National Disputes;

(v) the interpretation and application of any most-favored-nation provision in Section XIII.D;

(vi) questions regarding the performance and/or removal of the Settlement Fund Administrator;

(vii) disputes involving liability of successor entities;

(viii) disputes that require a determination of the sufficiency of participation in order to qualify for Incentive Payments A, BC or D;

(ix) disputes involving a Releasor's compliance with, and the appropriate remedy under, Section X.B.4.c;

(x) disputes requiring the interpretation of Agreement terms that are national in scope or impact, which shall mean disputes requiring the interpretation of Agreement terms that (i) concretely affect four (4) or more Settling States; and (ii) do not turn on unique definitions and interpretations under state law; and

(xi) any dispute subject to resolution under Section VI.F.1 but for which all parties to the dispute agree to arbitration before the National Arbitration Panel under the provisions of this Section VI.F.2.

b. The National Arbitration Panel shall be comprised of three (3) arbitrators. One (1) arbitrator shall be chosen by Albertsons, one (1) arbitrator shall be chosen by the Enforcement Committee with due input from Participating

Subdivisions listed on Exhibit G, and the third arbitrator shall be agreed upon by the first two (2) arbitrators. The membership of the National Arbitration Panel is intended to remain constant throughout the term of this Agreement, but in the event that replacements are required, the retiring arbitrator shall be replaced by the party that selected him/her.

c. The National Arbitration Panel shall make reasonable best efforts to decide all matters within one hundred eighty (180) calendar days of filing, and in no event shall it take longer than one (1) year.

d. The National Arbitration Panel shall conduct all proceedings in a reasonably streamlined process consistent with an opportunity for the parties to be heard. Issues shall be resolved without the need for live witnesses where feasible and with a presumption in favor of remote participation to minimize the burdens on the parties.

e. To the extent allowed under state law, a Settling State, a Participating Subdivision that has enforcement rights pursuant to Section VI.A, and (at any party's request) the National Arbitration Panel may certify to an appropriate state court any question of state law. The National Arbitration Panel shall be bound by a final state court determination of such a certified question. The time period for the arbitration shall be tolled during the course of the certification process.

f. The arbitrators will give due deference to any authoritative interpretation of state law, including any declaratory judgment or similar relief obtained by a Settling State, a Participating Subdivision that has enforcement rights pursuant to Section VI.A, or Albertsons on a state law issue.

g. The decisions of the National Arbitration Panel shall be binding on Settling States, Participating Subdivisions, Albertsons, and the Settlement Fund Administrator. In any proceeding before the National Arbitration Panel involving a dispute between a Settling State and Albertsons whose resolution could prejudice the rights of a Participating Subdivision(s) in that Settling State, such Participating Subdivision(s) shall be allowed to file a statement of view in the proceeding.

h. Nothing herein shall be construed so as to limit or otherwise restrict a Settling State from seeking injunctive or other equitable relief in state court to protect the health, safety, or welfare of its citizens.

i. Each party shall bear its own costs in any arbitration or court proceeding arising under this Section VI. The costs for the arbitrators on the National Arbitration Panel shall be divided and paid equally by the disputing sides for each individual dispute, e.g., a dispute between Albertsons and Settling States/Participating Subdivisions shall be split fifty percent (50%) by Albertsons and fifty percent (50%) by the Settling States/Participating Subdivisions that are parties to the dispute; a dispute between a Settling State and a Participating Subdivision shall be split fifty percent (50%) by the Settling State that is party to

the dispute and fifty percent (50%) by any Participating Subdivisions that are parties to the dispute.

3. Prior to initiating an action to enforce pursuant to this Section VI.F, the complaining party must:

a. Provide written notice to the Enforcement Committee and/or Albertsons of its complaint, including the provision of the Consent Judgment and/or Agreement that the practice appears to violate, as well as the basis for its interpretation of the disputed provision. The Enforcement Committee shall establish a reasonable process and timeline for obtaining additional information from the involved parties; *provided, however,* that the date the Enforcement Committee establishes for obtaining additional information from the parties shall not be more than forty-five (45) calendar days following the notice. The Enforcement Committee may advise the involved parties of its views on the complaint and/or seek to resolve the complaint informally.

b. Wait to commence any enforcement action until thirty (30) calendar days after the date that the Enforcement Committee establishes for obtaining additional information from the involved parties.

4. If the parties to a dispute cannot agree on the proper forum for resolution of the dispute under the provisions of Section VI.F.1 or Section VI.F.2, a committee comprising the Enforcement Committee and sufficient representatives of Albertsons such that the members of the Enforcement Committee have a majority of one (1) member will determine the forum where the dispute will be initiated within twenty-eight (28) calendar days of receiving notification of the dispute relating to the proper forum. The forum identified by such committee shall be the sole forum for litigating the issue of which forum will hear the substantive dispute, and the committee's identification of such forum in the first instance shall not be entitled to deference by the forum selected.

G. To the extent allowed by applicable law, this Settlement Agreement shall not be deemed to create a lien or encumbrance against any real property owned by Albertsons or its affiliates, unless in the event of a default or breach of the payment provisions by Albertsons. Nothing in this Section shall be construed to limit any remedy of any Settling State or Participating Subdivision in the event of a default or breach of this Agreement by Albertsons.

H. *No Effect.* Nothing in this Agreement shall be interpreted to limit the Settling States' Civil Investigative Demand *("CID")* or investigative subpoena authority, to the extent such authority exists under applicable state law and the CID or investigative subpoena is issued pursuant to such authority, and Albertsons reserve all of its rights in connection with a CID or investigative subpoena issued pursuant to such authority.

VII. Participation by Subdivisions

A. *Notice.* No later than fifteen (15) calendar days after the Preliminary Agreement Date, the Implementation Administrator shall send individual written notice (which may be

delivered via e-mail or other electronic means and may be combined with distribution of the Subdivision Settlement Participation Form) of the opportunity to participate in this Agreement and the requirements of participation to all Subdivisions in the Settling States that are (1) Litigating Subdivisions or (2) Non-Litigating Subdivisions listed on Exhibit G. To the extent a Special District is entitled to an allocation for a direct payment through its inclusion in Exhibit G pursuant to a State-Subdivision Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution, the Implementation Administrator, with the cooperation of the Settling States shall also send individual written notice (which may be delivered via e-mail or other electronic means) of the opportunity to participate in this Agreement and the requirements of participation to such Special Districts. Unless otherwise agreed by the Parties, the version of Exhibit G used for notice shall be the one in place as of the Preliminary Agreement Date. Notice (which may be delivered via e-mail or other electronic means) shall also be provided simultaneously to counsel of record for Litigating Subdivisions and known counsel for Non-Litigating Subdivisions and Special Districts listed on Exhibit G. Up to $1,500,000 of the costs of the Implementation Administrator shall be paid for by Albertsons. The Settling States, with the cooperation of Albertsons, may also provide general notice reasonably calculated to alert Non-Litigating Subdivisions in the Settling States to this Agreement, the opportunity to participate in it, and the requirements for participation. Such notice may include publication and other standard forms of notification, as well as notice to state and county organizations such as the National Association of Counties and the National League of Cities. The notice will include that the deadline for becoming an Initial Participating Subdivision is the Initial Participation Date. Nothing contained herein shall preclude a Settling State from providing further notice to or otherwise contacting any of its Subdivisions about becoming a Participating Subdivision, including beginning any of the activities described in this paragraph prior to the Preliminary Agreement Date.

B. *Requirements for Becoming a Participating Subdivision—Non-Litigating Subdivisions.* A Non-Litigating Subdivision in a Settling State may become a Participating Subdivision by returning an executed Subdivision Settlement Participation Form to the Implementation Administrator or Settlement Fund Administrator (which may be executed and returned by electronic means established by the Implementation Administrator or Settlement Fund Administrator) specifying (1) that the Subdivision agrees to the terms of this Agreement pertaining to Subdivisions, (2) that the Subdivision releases all Released Claims against all Released Entities, (3) that the Subdivision agrees to use monies it receives, if any, from the Settlement Fund pursuant to the applicable requirements of Section V; *provided, however,* that Non-Litigating Subdivisions may only use monies originating from the Settlement Fund for purposes that qualify as Opioid Remediation, and (4) that the Subdivision submits to the jurisdiction of the court where the applicable Consent Judgment is filed for purposes limited to that court's role under this Agreement. The required Subdivision Settlement Participation Form is attached as Exhibit K.

C. *Requirements for Becoming a Participating Subdivision—Litigating Subdivisions/Later Litigating Subdivisions.* A Litigating Subdivision or Later Litigating Subdivision in a Settling State may become a Participating Subdivision by returning an executed Subdivision Settlement Participation Form to the Implementation Administrator or Settlement Fund Administrator (which may be executed and returned by electronic means established by the Implementation Administrator or Settlement Fund Administrator) and upon prompt dismissal with prejudice of its lawsuit following the Reference Date or the date on which the conditions for

effectiveness in Section VIII.B have been met, whichever is later. A Settling State may require each Litigating Subdivision in that Settling State to specify on the Subdivision Settlement Participation Form whether its counsel has waived any contingency fee contract with that Participating Subdivision and whether, if eligible, it intends to seek fees pursuant to Exhibit R. The Settlement Fund Administrator shall provide quarterly reports of this information to the parties organized by Settling State. A Litigating Subdivision or Later Litigating Subdivision may not become a Participating Subdivision after the completion of opening statements in a trial of the lawsuit it brought that includes a Released Claim against a Released Entity.

D. *Initial Participating Subdivisions.* A Subdivision qualifies as an Initial Participating Subdivision if it meets the applicable requirements for becoming a Participating Subdivision set forth in Section VII.B or Section VII.C by the Initial Participation Date. All Subdivision Settlement Participation Forms shall be held in escrow by the Implementation Administrator until the Reference Date. If, for any reason, the Agreement does not become effective, all obligations created by such forms and releases in them shall be void *ab initio* and/ all Subdivision Participation Agreements shall be returned to Counsel for Litigating Subdivisions or to the Subdivisions not represented by counsel or destroyed to the extent that such destruction is not prohibited by then existing document preservation obligations.

E. *Later Participating Subdivisions.* A Subdivision that is not an Initial Participating Subdivision may become a Later Participating Subdivision by meeting the applicable requirements for becoming a Participating Subdivision set forth in Section VII.B or Section VII.C after the Initial Participation Date and by agreeing to be subject to the terms of a State-Subdivision Agreement (if any) or any other structure adopted or applicable pursuant to Section V.D or Section V.E. The following provisions govern what a Later Participating Subdivision can receive (but do not apply to Initial Participating Subdivisions):

1. A Later Participating Subdivision shall not receive any share of any Annual Remediation Payment due before it became a Participating Subdivision.

2. A Later Participating Subdivision that becomes a Participating Subdivision after June 30, 2027, shall receive seventy-five percent (75%) of the share of future Base Payments or Incentive Payments that it would have received had it become a Later Participating Subdivision prior to that date (unless the Later Participating Subdivision is subject to Section VII.E.3 or Section VII.E.4).

3. A Later Participating Subdivision that, after the Initial Participation Date, maintains a lawsuit for a Released Claim(s) against a Released Entity and has judgment entered against it on every such Claim before it became a Participating Subdivision (other than a consensual dismissal with prejudice) shall receive fifty percent (50%) of the share of future Base Payments or Incentive Payments that it would have received had it become a Later Participating Subdivision prior to such judgment; *provided, however,* that if the Subdivision appeals the judgment and the judgment is affirmed with finality before the Subdivision becomes a Participating Subdivision, the Subdivision shall not receive any share of any Base Payment or Incentive Payments.

4. A Later Participating Subdivision that becomes a Participating Subdivision while a Bar or Case-Specific Resolution involving a different Subdivision exists in its state shall receive

twenty-five percent (25%) of the share of future Base Payments or Incentive Payments that it would have received had it become a Later Participating Subdivision without such Bar or Case-Specific Resolution.

F. *No Increase in Payments.* Amounts to be received by Later Participating Subdivisions shall not increase the payments due from Albertsons.

G. *Ineligible Subdivisions.* Prior Litigating Subdivisions whose claims have already been resolved, Subdivisions located in Non-Settling States, and Subdivisions not located in Eligible States cannot be Participating Subdivisions.

H. *Non-Participating Subdivisions.* Non-Participating Subdivisions shall not directly receive any portion of any Annual Remediation Payment, including from the State Fund and direct distributions from the Remediation Accounts Fund; however, a Settling State may choose to fund future Opioid Remediation that indirectly benefits Non-Participating Subdivisions.

I. *Unpaid Allocations to Later Participating Subdivisions and Non-Participating Subdivisions.* Any Base Payment and Incentive Payments allocated pursuant to Section V.D to a Later Participating Subdivision or Non-Participating Subdivision that cannot be paid pursuant to this Section VII, including the amounts that remain unpaid after the reductions required by Section VII.E.2 through Section VII.E.4, will be allocated to the Remediation Accounts Fund for the Settling State in which the Subdivision is located, unless those payments are redirected elsewhere by a State-Subdivision Agreement or by a Statutory Trust.

VIII. Condition to Effectiveness of Agreement and Filing of Consent Judgment

A. *Determination to Proceed with Settlement—Settling States*. Following the Initial Participation Date, the Settling States on the Enforcement Committee shall determine whether to proceed with the Agreement. No later than fifteen (15) calendar days prior to the Reference Date, the Settling States shall provide notice to Albertsons and the Enforcement Committee of their decision. If the Settling States elect not to proceed, this Agreement will have no further effect, and all releases (including those contained in Subdivision Participation Agreements) and other commitments or obligations contained herein or in Subdivision Settlement Participation Forms will be void. Within seven (7) calendar days of informing Albertsons that there is sufficient participation to proceed, the Settling States will deliver all signatures and releases required by the Agreement to be provided by the Settling States to Albertsons.

B. *Determination to Proceed with Settlement—Albertsons*. If the Settling States elect to proceed, Albertsons will then determine on or before the Reference Date whether there is sufficient Eligible State participation, sufficient Subdivision participation, and sufficient resolution of the Claims of the Litigating Subdivisions in the Settling States (through participation under Section VII, Case-Specific Resolution(s) and Bar(s)) to proceed with this Agreement. The determination shall be in the sole discretion of Albertsons and may be based on any criteria or factors deemed relevant by Albertsons.

C. *Notice by Albertsons.* On or before the Reference Date, Albertsons shall inform the Settling States of its determination pursuant to Section VIII.B. If Albertsons determines to proceed,

the Parties will proceed to file the Consent Judgments and the obligations in the Subdivision Settlement Participation Forms will be effective and binding as of the Reference Date. If Albertsons determines not to proceed, this Agreement will have no further effect, any amounts deposited for Payment Year 1, including funds referenced in Section IV.D.1 and Exhibit M, shall revert to Albertsons, and all releases (including those contained in Subdivision Settlement Participation Forms) and other commitments or obligations contained herein or in Subdivision Settlement Participation Forms will be void.

IX. Participating Subdivision Attorneys' Fees and Costs and Additional Remediation Amount

A. The Agreement on Subdivision Attorneys' Fees, Expenses and Costs is set forth in Exhibit R and incorporated herein by reference.

B. *Additional Remediation Amount*.

1. Subject to and without exceeding the maximum payment amounts set forth in the "Additional Remediation Amount" column of Exhibit M-3 and subject to the reduction specified in Section IX.B.2, Albertsons shall pay an Additional Remediation Amount to the Settling States listed in Exhibit N. Such funds shall be paid, on the schedule set forth in Exhibit M-3, as allocated by the Settlement Fund Administrator pursuant to Exhibit N.

2. *Reduction of Additional Remediation Amount*. The amounts owed by Albertsons pursuant to this Section IX.B shall be reduced by the allocations set forth on Exhibit N for Non-Settling States.

3. For the avoidance of doubt, (1) a Settling State that retained outside counsel in connection with the investigation of Albertsons that receives an Additional Remediation Amount may choose to have the Additional Remediation Amount designated to pay the Settling State's outside counsel, and may instruct the Settlement Fund Administrator to pay those funds directly to the Settling State's outside counsel, and (2) Additional Remediation Amount funds, including funds designated by a Settling State to pay its outside counsel under this paragraph, shall not be subject to allocation as provided in Section V.C through Section V.E.

C. All payments addressed by this Section IX will be made for each Payment Year in which they are due pursuant to Exhibit M-3.

X. Release

A. *Scope.* As of the Effective Date, the Released Entities are hereby released and forever discharged from all of the Releasors' Released Claims. Each Settling State (for itself and its Releasors) and Participating Subdivisions hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in this Agreement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar

against any liability relating in any way to Released Claims and extend to the full extent of the power of each Settling State and its Attorney General to release claims. This Agreement shall be a complete bar to any Released Claim.

B. *Claim-Over and Non-Party Settlement.*

1. It is the intent of the Parties that:

a. Released Entities should not seek contribution or indemnification (other than pursuant to an insurance contract), from other parties for their payment obligations under this Agreement;

b. the payments made under this Agreement shall be the sole payments made by the Released Entities to the Releasors involving, arising out of, or related to Covered Conduct (or conduct that would be Covered Conduct if engaged in by a Released Entity);

c. Claims by Releasors against non-Parties should not result in additional payments by Released Entities, whether through contribution, indemnification or any other means; and

d. the Agreement meets the requirements of the Uniform Contribution Among Joint Tortfeasors Act and any similar state law or doctrine that reduces or discharges a released party's liability to any other parties.

The provisions of this Section X.B are intended to be implemented consistent with these principles. This Agreement and the releases and dismissals provided for herein are made in good faith.

2. No Released Entity shall seek to recover for amounts paid under this Agreement based on indemnification, contribution, or any other theory from a manufacturer, pharmacy, hospital, pharmacy benefit manager, health insurer, third-party vendor, trade association, distributor, or health care practitioner; *provided* that a Released Entity shall be relieved of this prohibition with respect to any entity that asserts a Claim-Over against it. For the avoidance of doubt, nothing herein shall prohibit a Released Entity from recovering amounts owed pursuant to insurance contracts.

3. To the extent that, on or after the Reference Date, any Releasor enters into a Non-Party Settlement, including in any bankruptcy case or through any plan of reorganization (whether individually or as a class of creditors), the Releasor will include (or in the case of a Non-Party Settlement made in connection with a bankruptcy case, will cause the debtor to include), unless prohibited from doing so under applicable law, in the Non-Party Settlement a prohibition on contribution or indemnity of any kind substantially equivalent to that required from Albertsons in Section X.B.2, or a release from such Non-Released Entity in favor of the Released Entities (in a form equivalent to the releases contained in this Agreement) of any Claim-Over. The obligation to obtain the prohibition and/or release required by this subsection is a material term of this Agreement.

4. In the event that any Releasor obtains a judgment with respect to Non-Party Covered Conduct against a Non-Released Entity that does not contain a prohibition like that described in Section X.B.3 or any Releasor files a Non-Party Covered Conduct Claim against a Non-Released Entity in bankruptcy or a Releasor is prevented for any reason from obtaining a prohibition/release in a Non-Party Settlement as provided in Section X.B.3, and such Non-Released Entity asserts a Claim-Over against a Released Entity, the Released Entity shall be relieved of the prohibition in Section X.B.2 with respect to that Non-Released Entity and that Releasor and Albertsons shall take the following actions to ensure that the Released Entities do not pay more with respect to Covered Conduct to Releasors or to Non-Released Entities than the amounts owed under this Settlement Agreement by Albertsons:

a. Albertsons shall notify that Releasor of the Claim-Over within sixty (60) calendar days of the assertion of the Claim-Over or sixty (60) calendar days of the Effective Date of this Settlement Agreement, whichever is later;

b. Albertsons and that Releasor shall meet and confer concerning the means to hold Released Entities harmless and ensure that they are not required to pay more with respect to Covered Conduct than the amounts owed by Albertsons under this Agreement;

c. That Releasor and Albertsons shall take steps sufficient and permissible under the law of the state of the Releasor to hold Released Entities harmless from the Claim-Over and ensure Released Entities are not required to pay more with respect to Covered Conduct than the amounts owed by Albertsons under this Agreement. Such steps may include, where permissible:

(i) Filing of motions to dismiss or such other appropriate motion by Albertsons or Released Entities, and supported by Releasors, in response to any claim filed in litigation or arbitration;

(ii) Reduction of that Releasors' Claim and any judgment it has obtained or may obtain against such Non-Released Entity by whatever amount or percentage is necessary to extinguish such Claim-Over under applicable law, up to the amount that Releasor has obtained, may obtain, or has authority to control from such Non-Released Entity;

(iii) Placement into escrow of funds paid by the Non-Released Entities such that those funds are available to satisfy the Claim-Over;

(iv) Return of monies paid by Albertsons to that Releasor under this Settlement Agreement to permit satisfaction of a judgment against or settlement with the Non-Released Entity to satisfy the Claim-Over;

(v) Payment of monies to Albertsons by that Releasor to ensure they are held harmless from such Claim-Over, up to the amount that Releasor has obtained, may obtain, or has authority to control from such Non-Released Entity;

(vi) Credit to Albertsons under this Agreement to reduce the overall amounts to be paid under the Agreement such that they are held harmless from the Claim-Over; and

(vii) Such other actions as that Releasor and Albertsons may devise to hold Albertsons harmless from the Claim-Over.

d. The actions of that Releasor and Albertsons taken pursuant to paragraph (c) must, in combination, ensure Albertsons is not required to pay more with respect to Covered Conduct than the amounts owed by Albertsons under this Agreement.

e. In the event of any dispute over the sufficiency of the actions taken pursuant to paragraph (c), that Releasor and Albertsons may seek review by the National Arbitration Panel, provided that, if the parties agree, such dispute may be heard by the state court where the relevant Consent Judgment was filed. The National Arbitration Panel shall have authority to require Releasors to implement a remedy that includes one or more of the actions specified in paragraph (c) sufficient to hold Released Entities fully harmless. In the event that the Panel's actions do not result in Released Entities being held fully harmless, Albertsons shall have a claim for breach of this Agreement by Releasors, with the remedy being payment of sufficient funds to hold Albertsons harmless from the Claim-Over. For the avoidance of doubt, the prior sentence does not limit or eliminate any other remedy that Albertsons may have.

5. To the extent that the Claim-Over is based on a contractual indemnity, the obligations under Section X.B.4 shall extend solely to a Non-Party Covered Conduct Claim against a clinic, hospital or other purchaser, distributor or dispenser of Products, a manufacturer that sold Products, a consultant, and/or a pharmacy benefit manager or other third-party payor. Albertsons shall notify the Settling States, to the extent permitted by applicable law, in the event that any of these types of Non-Released Entity asserts a Claim-Over arising out of contractual indemnity against it.

C. *Indemnification and Contribution Prohibited.* No Released Entity shall seek to recover for amounts paid under this Agreement based on indemnification, contribution, or any other theory, from a manufacturer, pharmacy, hospital, pharmacy benefit manager, health insurer, third-party vendor, trade association, distributor, or health care practitioner. For the avoidance of doubt, nothing herein shall prohibit a Released Entity from recovering amounts owed pursuant to insurance contracts.

D. *General Release.* In connection with the releases provided for in this Agreement, each Settling State (for itself and its Releasors) and Participating Subdivision expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

> **General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Settling State (for itself and its Releasors) and Participating Subdivision hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Settling States' decision to enter into this Agreement or the Participating Subdivisions' decision to participate in this Agreement.

E. *Assigned Interest Waiver.* To the extent that any Settling State has any direct or indirect interest in any rights of a third-party that is a debtor under the Bankruptcy Code as a result of a claim arising out of Covered Conduct by way of assignment or otherwise, including as a result of being the beneficiary of a trust or other distribution entity, to assert claims against Albertsons (whether derivatively or otherwise), under any legal or equitable theory, including for indemnification, contribution, or subrogation, the Settling State waives the right to assert any such claim, or to receive a distribution or any benefit on account of such claim and such claim, distribution, or benefit shall be deemed assigned to Albertsons.

F. *Res Judicata.* Nothing in this Agreement shall be deemed to reduce the scope of the res judicata or claim preclusive effect that the settlement memorialized in this Agreement, and/or any Consent Judgment or other judgment entered on this Agreement, gives rise to under applicable law.

G. *Representation and Warranty.* The signatories hereto on behalf of their respective Settling States expressly represent and warrant that they have (or have obtained, or will obtain no later than the Initial Participation Date) the authority to settle and release, to the maximum extent of the Settling State's power, all Released Claims of (1) their respective Settling States, (2) all past and present executive departments, state agencies, divisions, boards, commissions and instrumentalities with the regulatory authority to enforce state and federal controlled substances acts, and (3) any of their respective Settling State's past and present executive departments, agencies, divisions, boards, commissions, and instrumentalities that have the authority to bring Claims related to Covered Conduct seeking money (including abatement and/or remediation) or revocation or suspension of a pharmaceutical distribution or dispensing license. For the purposes of clause (3) above, executive departments, agencies, divisions, boards, commissions, and instrumentalities are those that are under the executive authority or direct control of the Settling State's Governor. Also for the purposes of clause (3), a release from a Settling State's Governor as set forth in Exhibit X is sufficient to demonstrate that the appropriate releases have been obtained.

H. *Effectiveness.* The releases set forth in this Agreement shall not be impacted in any way by any dispute that exists, has existed, or may later exist between or among the Releasors.

Nor shall such releases be impacted in any way by any current or future law, regulation, ordinance, or court or agency order limiting, seizing, or controlling the distribution or use of the Settlement Fund or any portion thereof, or by the enactment of future laws, or by any seizure of the Settlement Fund or any portion thereof.

I. *Cooperation.* Releasors (1) will not encourage any person or entity to bring or maintain any Released Claim against any Released Entity and (2) will reasonably cooperate with and not oppose any effort by Albertsons to secure the prompt dismissal of any and all Released Claims, including suits brought by non-Releasors based on Released Claims. Releasors will meet and confer and make reasonable efforts to resolve any action that is filed by a Subdivision against Albertsons on or after the date the Preliminary Agreement Date. This provision shall not require a Settling State to make any monetary payment or adjustment to allocation or incur other obligation.

J. *Non-Released Claims.* Notwithstanding the foregoing or anything in the definition of Released Claims, this Agreement does not waive, release or limit any criminal liability, workers' compensation Claims, Claims for liability under tax law, Claims under securities law by a Settling State Releasor as investor, Claims against parties who are not Released Entities, Claims by private individuals, and any claims arising under this Agreement for enforcement of this Agreement.

XI. Later Litigating Subdivisions

A. *Released Claims against Released Entities*. If a Later Litigating Subdivision in a Settling State maintains a lawsuit for a Released Claim against a Released Entity after the Reference Date, the following shall apply subject to Section XI.B:

1. The Released Entity shall take ordinary and reasonable measures to defend the action, including filing a Threshold Motion with respect to the Released Claim. The Released Entity shall further notify the Settling State and Settlement Fund Administrator immediately upon notice of a Later Litigating Subdivision bringing a lawsuit for a Released Claim and shall not oppose a Settling State's submission in support of the Threshold Motion. Albertsons shall give the relevant Settling State a reasonable opportunity to extinguish the Released Claims without any payment or any other obligations being imposed upon any Released Entities (apart from the Global Settlement Amount payable by Albertsons under the Agreement or the Injunctive Relief Terms incurred by it). The relevant Settling State and Albertsons shall confer and use reasonable efforts to promptly resolve the lawsuit so that it is dismissed with prejudice. Nothing in this subsection creates an obligation for a Settling State to make a monetary payment or incur any other obligation to an entity filing a lawsuit.

2. If the lawsuit asserting a Released Claim is resolved with finality on terms requiring payment by the Released Entity, Albertsons shall receive a dollar-for-dollar offset against Incentive Payment D for the amount paid. The offset shall be applied against the relevant portion of the Annual Remediation Payments starting in Payment Year 9 and working backwards.

3. For the avoidance of doubt, any offset pursuant to this Section XI in a Settling State that at the time is not eligible for Incentive Payment A shall continue to apply even if the Settling State at issue subsequently becomes eligible for Incentive Payment A.

4. *"Terms requiring payment"* shall mean (i) a final monetary judgment or (ii) a settlement; *provided* that the Released Entity sought the applicable State Attorney General's consent to the settlement and such consent was either obtained or unreasonably withheld. Should the judgment or settlement resolve claims that are not Released Claims, the offset shall be for the Released Claims portion only, which shall be distinguishable in the judgment or settlement.

B. *Exceptions*

1. Section XI.A shall not apply where the Settling State at issue meets the eligibility criteria for and is entitled to Incentive Payment A for the Payment Year at issue, except as expressly provided therein.

2. An offset under Section XI.A.2 shall not apply where the Later Litigating Subdivision opted out of a Settlement Class Resolution in the Settling State at issue that was in full force and effect in that Settling State as of the due date of the payment for Payment Year 2 and remains in full force and effect; *provided* that an offset relating to that Subdivision may apply under Section XII.

3. Section XI.A shall not apply where the Later Litigating Subdivision seeks less than $10 million, or so long as its total claim is reduced to less than $10 million, in the lawsuit for a Released Claim at issue.

C. *No Effect on Other Provisions.* An offset under Section XI.A shall not affect the Injunctive Relief Terms or the Consent Judgment.

D. *No Effect on Other States*. An offset under Section XI.A applicable to one State shall not affect the allocation or payment of the Annual Remediation Payment to other Settling States.

E. *Litigating Subdivisions in Non-Eligible States.* The Settling States will not encourage, facilitate, or assist in any manner whatsoever claims for Covered Conduct against Albertsons in any Settling, Non-Settling, or Non-Eligible State, regardless of whether those claims were filed against Albertsons prior to, on, or after the Effective Date.

XII. Other Reductions/Offsets

A. *Settlement Class Resolution Opt Outs.* If a Settling State is eligible for Incentive Payment A on the basis of a Settlement Class Resolution, and a Primary Subdivision that opted out of the Settlement Class Resolution maintains a lawsuit asserting a Released Claim against a Released Entity, the following shall apply. If the lawsuit asserting a Released Claim either survives a Threshold Motion or has an unresolved Threshold Motion fewer than sixty (60) calendar days prior to the scheduled start of a trial involving a Released Claim, and is resolved with finality on terms requiring payment by the Released Entity, Albertsons shall receive a dollar-for-dollar offset for the amount paid against its obligation to make remaining Incentive Payment A payments that would be apportioned to that Settling State and to its Subdivisions. For the avoidance of doubt, an offset shall not be applicable under this subsection if it is applicable under Section XI.A with respect to the Subdivision at issue.

B. *Revoked Bar, Settlement Class Resolution, or Case-Specific Resolution.* If Albertsons made any Annual Remediation Payments that included any incentive payments earned as a result of the existence of a Bar, Settlement Class Resolution, or Case-Specific Resolution in a Settling State, and there is subsequently a Revocation Event with respect to that Bar, Settlement Class Resolution, or Case-Specific Resolution after the determination of the amount of such Annual Remediation Payment, Albertsons shall receive a dollar-for-dollar offset against the portion of remaining Annual Remediation Payments that would be allocated to that Settling State and its Participating Subdivisions. This offset will be calculated as the dollar amount difference between (1) the total amount of incentive payments paid by Albertsons by virtue of the Bar, Settlement Class Resolution, or Case-Specific Resolution subject to the Revocation Event and (2) the total amount of incentive payments that would have been due from Albertsons during that time had the Bar, Settlement Class Resolution, or Case-Specific Resolution subject to the Revocation Event not been in effect. The amount of incentive payments that would have been due, referenced in clause (2) above, will be calculated one hundred eighty (180) calendar days after the Revocation Event; for purposes of calculating the amount of incentive payments that would have been due, any relevant Subdivision shall be included as a Participating Subdivision if: (1) its Released Claims are extinguished by any subsequent Bar, Settlement Class Resolution, or Case-Specific Resolution in effect as of the date of such calculation, or (2) it becomes a Participating Subdivision (in addition to all other Participating Subdivisions) prior to the date of such calculation.

C. *Certain Taxes.* Amounts paid by Albertsons under an Opioid Tax in a Settling State in a Payment Year shall give rise to a dollar-for-dollar offset against Albertsons obligation to pay its share of the Annual Remediation Payment in that Payment Year that would be allocated to the taxing Settling State or its Participating Subdivisions. If such amounts paid exceed the Annual Remediation Payment allocable to the taxing Settling State or its Participating Subdivisions in that Payment Year, the excess shall carry forward as an offset against its remaining Annual Remediation Payments that would be allocated to the taxing Settling State or its Participating Subdivisions. Albertsons represents that as of August 20, 2026, there is no Opioid Tax currently in effect in any Eligible State that would give rise to this offset provision.

XIII. Miscellaneous

A. *Population of General Purpose Governments.* The population figures for General Purpose Governments shall be the published U.S. Census Bureau's population estimates for July 1, 2019, released May 2020. These population figures shall remain unchanged during the term of this Agreement.

B. *Population of Special Districts.* For any purpose in this Agreement in which the population of a Special District is used other than Section IV.H.4.c and Section IV.H.6.d: (a) School Districts' population will be measured by the number of students enrolled who are eligible under the Individuals with Disabilities Education Act *("IDEA")* or Section 504 of the Rehabilitation Act of 1973; (b) Health Districts' and Hospital Districts' population will be measured at twenty-five percent (25%) of discharges; and (c) all other Special Districts' (including Fire Districts' and

Library Districts') population will be measured at ten percent (10%) of the population served.[8] For the avoidance of doubt, this means that California healthcare districts will be measured at ten percent (10%) of their membership. Albertsons and the Enforcement Committee shall meet and confer in order to agree on data sources for purposes of this Section prior to the Preliminary Agreement Date.

C. *Population Associated with Sheriffs*. For any purpose in this Agreement in which the population associated with a lawsuit by a sheriff is used, the population will be measured at twenty percent (20%) of the capacity of the jail(s) operated by the sheriff.

D. *Most-Favored-Nation Provision*

1. If, after the Effective Date, Albertsons enters into any settlement agreement with any Non-Settling State that resolves Claims similar in scope to the Claims released by a Settling State under this Agreement on overall payment terms that are more favorable to such Non-Settling State than the overall payment terms of the Agreement (after due consideration of relevant differences in population or other appropriate factors), then the Settling States, individually or collectively, may elect to seek review, pursuant to Section XIII.D.3, of the overall payment terms of this Agreement and the Non-Settling State agreement so that such Settling State(s) may obtain overall payment terms at least as favorable as those obtained by such Non-Settling State. "Overall payment terms" refers to consideration of all payment terms of the two agreements, taken together, including, but not limited to the amount of payments, the timing of payments, and conditions or contingencies on payments.

2. For any settlement with a Non-Settling State involving Released Claims that is entered into after the Effective Date, Albertsons shall provide the Enforcement Committee with a copy of the settlement agreement or relevant consent judgment within thirty (30) calendar days of the consummation of such settlement. The Enforcement Committee will promptly distribute such copy to all Settling States.

3. In the event that one or more Settling State(s) believes that the overall payment terms of an agreement by Albertsons with a Non-Settling State are more favorable to the Non-Settling State, when compared based on the totality of the consideration set forth in Section XIII.D.1, the Settling State(s) and Albertsons shall engage in the following process:

a. Within sixty (60) calendar days of the date on which the Enforcement Committee provides a settlement agreement or consent judgment to Settling States, the Settling State(s) shall provide notice to Albertsons of its intent to seek revision of this Agreement to provide payment terms that are, on an overall basis, as favorable as those obtained by the Non-Settling State. To the extent allowed by law, such notice shall be confidential and not disclosed publicly and

[8] The estimates for counties and parishes were accessed at https://www.census.gov/data/datasets/time-series/demo/popest/2010s-counties-total.html. The estimates for cities and towns can currently be found at https://www.census.gov/data/datasets/time-series/demo/popest/2010s-total-cities-and-towns.html.

shall provide, in detail, the basis for the Settling State(s)'s belief that it is entitled to a revision of the Agreement.

b. Albertsons shall, within thirty (30) calendar days, provide a response to the Settling State(s), explaining its position, in detail, as to whether the Settling State(s) are entitled to more favorable overall payment terms than those provided for in this Agreement.

c. In the event the Settling State(s) and Albertsons do not reach agreement as to the application of Section XIII.D.1, the Settling State(s) may petition the National Arbitration Panel to seek a ruling from the Panel as to the applicability of Section XIII.D.1, provided that the Settling State(s) may seek such review only if at least five (5) Settling States co-sign the petition. The Panel shall consider submissions and argument by the parties pursuant to the procedures set forth in Section VI.F.2.

d. The Settling State and Albertsons shall be bound by the determination of the National Arbitration Panel of the overall payment terms of this Agreement and the Non-Settling State agreement so that such Settling State(s) may obtain, with respect to Albertsons, overall payment terms at least as favorable as those obtained by such Non-Settling State.

4. This Section XIII.D does not apply to, and there is no ability of any Settling State to seek or obtain revision of this Agreement based on, any agreement with Albertsons that is entered into with a Non-Settling State: (a) either the earlier of (i) after the close of expert discovery or (ii) after a date ninety (90) calendar days prior to the scheduled start date of a trial between Albertsons and the Non-Settling State, or any severed or bifurcated portion thereof, provided that, where, in order to complete a settlement, a Non-Settling State and Albertsons jointly request an adjournment of the scheduled start date of a trial within ninety (90) days of that date, this exception will apply as if the trial date had not been adjourned; (b) that previously litigated to judgment a case related to opioids against any manufacturer, distributor, or pharmacy; (c) the earlier of (i) after a Non-Settling State that has obtained any court order or judicial determination that grants judgment (in whole or in part) against Albertsons in the Non-Settling State's case; (ii) after a sanctions ruling against Albertsons in the Non-Settling State's case against Albertsons; or (iii) after any ruling has issued in the Non-Settling State's case against any manufacturer, distributor, or pharmacy on the issue of joint and several liability. The National Arbitration Panel shall have no power to review agreements that satisfy any of the conditions described in this paragraph.

5. This Section XIII.D does not apply to, and there is no ability of any Settling State to seek or obtain revision of this Agreement based on, any agreement between Albertsons and Non-Participating Subdivisions or Non-Participating Special Districts.

6. This Section XIII.D will not apply to any agreement entered into more than eighteen (18) months after the Effective Date.

E. *No Admission.* Albertsons does not admit liability or wrongdoing. Neither this Agreement nor the Consent Judgments shall be considered, construed or represented to be (1) an admission, concession or evidence of liability or wrongdoing or (2) a waiver or any limitation of any defense otherwise available to Albertsons.

F. *Tax Cooperation and Reporting.*

1. Upon request by Albertsons, the Settling States and Participating Subdivisions agree to perform such further acts and to execute and deliver such further documents as may be reasonably necessary for Albertsons to establish the statements set forth in Section V.F to the satisfaction of their tax advisors, their independent financial auditors, the Internal Revenue Service, or any other governmental authority, including as contemplated by 26 C.F.R § 1.162-21(b)(3)(ii) and any subsequently proposed or finalized relevant regulations or administrative guidance.

2. Without limiting the generality of Section XIII.F.1, each Settling State and Participating Subdivision shall cooperate in good faith with Albertsons with respect to any tax claim, dispute, investigation, audit, examination, contest, litigation, or other proceeding relating to this Agreement.

3. Pursuant to 26 C.F.R. § 1.6050X-1(a) and (b), the Designated State, on behalf of all Settling States and Participating Subdivisions, shall designate one of its officers or employees to act as the "appropriate official" within the meaning of 26 C.F.R. § 1.6050X-1(f)(1)(ii)(B) (the "Appropriate Official"). The Designated State shall direct and ensure that the Appropriate Official timely (a) files (i) at the time this Agreement becomes binding on the Parties, an IRS Form 1098-F in the form attached as Exhibit U with respect to Albertsons and (ii) any legally required forms, returns or amended returns with any applicable governmental authority, or any returns requested by Albertsons, and (b) provides to Albertsons a copy of (i) the IRS Form 1098-F filed with respect to Albertsons and (ii) any legally required written statement pursuant to any applicable law and any other document referred to in clause (a)(ii) above. Any such forms, returns, or statements shall be prepared and filed in a manner fully consistent with Section V.F. and as set forth in Section XIII.F.4.

4. Any form, return, amended return, or written statement filed or provided pursuant to Section XIII.F.3, and any similar document, shall be prepared and filed in a manner consistent with reporting the Global Settlement Amount as the "Total amount to be paid" pursuant to this Agreement in Box 1 of IRS Form 1098-F and the Compensatory Restitution Amount as "Restitution/remediation amount" in Box 3 of IRS Form 1098-F, as reflected in the attached Exhibit U. If the Designated State or Appropriate Official shall be required to file any form, return, amended return, or written statement contemplated by this Section XIII.F other than an IRS Form 1098-F in the form attached as Exhibit U, the Designated State shall direct and ensure that the Appropriate Official provides to Albertsons a draft of such form, return, amended return, or written statement no later than sixty (60) calendar days prior to the due date thereof, and shall accept any reasonable revisions from Albertsons on the return, amended return, or written statement.

5. For the avoidance of doubt, neither Albertsons nor the Settling States and Participating Subdivisions make any warranty or representation to any Settling State, Participating Subdivision, or Releasor as to the tax consequences of the payment of the Compensatory Restitution Amount (or any portion thereof).

G. *No Third-Party Beneficiaries.* Except as expressly provided in this Agreement, no portion of this Agreement shall provide any rights to, or be enforceable by, any person or entity that is not the Settling State or Released Entity. Settling States may not assign or otherwise convey any right to enforce any provision of this Agreement.

H. *Calculation.* Any figure or percentage referred to in this Agreement shall be carried to seven decimal places.

I. *Construction.* None of the Parties and no Participating Subdivision shall be considered to be the drafter of this Agreement or of any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement. The headings of the provisions of this Agreement are not binding and are for reference only and do not limit, expand, or otherwise affect the contents or meaning of this Agreement.

J. *Cooperation.* Each Party and each Participating Subdivision agrees to use its best efforts and to cooperate with the other Parties and Participating Subdivisions to cause this Agreement and the Consent Judgments to become effective, to obtain all necessary approvals, consents and authorizations, if any, and to execute all documents and to take such other action as may be appropriate in connection herewith. Consistent with the foregoing, each Party and each Participating Subdivision agrees that it will not directly or indirectly assist or encourage any challenge to this Agreement or any Consent Judgment by any other person, and will support the integrity and enforcement of the terms of this Agreement and the Consent Judgments.

K. *Entire Agreement.* This Agreement, including its exhibits and any other attachments, embodies the entire agreement and understanding between and among the Parties and Participating Subdivisions relating to the subject matter hereof and supersedes (1) all prior agreements and understandings relating to such subject matter, whether written or oral and (2) all purportedly contemporaneous oral agreements and understandings relating to such subject matter.

L. *Execution.* This Agreement may be executed in counterparts and by different signatories on separate counterparts, each of which shall be deemed an original, but all of which shall together be one and the same Agreement. One or more counterparts of this Agreement may be delivered by facsimile or electronic transmission with the intent that it or they shall constitute an original counterpart hereof. One or more counterparts of this Agreement may be signed by electronic signature.

M. *Good Faith and Voluntary Entry.* Each Party warrants and represents that it negotiated the terms of this Agreement in good faith. Each of the Parties and Participating Subdivisions warrants and represents that it freely and voluntarily entered into this Agreement without any degree of duress or compulsion. The Parties and Participating Subdivisions state that

no promise of any kind or nature whatsoever (other than the written terms of this Agreement) was made to them to induce them to enter into this Agreement

N. *Legal Obligations.* Nothing in this Agreement shall be construed as relieving Albertsons of the obligation to comply with all state and federal laws, regulations or rules, nor shall any of the provisions herein be deemed to be permission to engage in any acts or practices prohibited by such laws, regulations, or rules. Except with respect to the Injunctive Relief Terms, in the event of a conflict between this Agreement and any requirement or requirements of federal, state, or local laws, such that Albertsons cannot comply with this Agreement without violating such a requirement or requirements, Albertsons shall document such conflicts and notify the Attorney(s) General of the relevant Settling State(s) that it intends to comply with the requirement or requirements to the extent necessary to eliminate the conflict. With respect to the Injunctive Relief Terms, in the event of such a conflict, the procedures set forth in the Injunctive Relief Terms will be followed.

O. *No Prevailing Party.* The Parties and Participating Subdivisions each agree that they are not the prevailing party in this action, for purposes of any claim for fees, costs, or expenses as prevailing parties arising under common law or under the terms of any statute, because the Parties and Participating Subdivisions have reached a good faith settlement.

P. *Waive Challenge.* The Parties and Participating Subdivisions each further waive any right to challenge or contest the validity of this Agreement on any ground, including, without limitation, that any term is unconstitutional or is preempted by, or in conflict with, any current or future law. Nothing in the previous sentence shall modify, or be construed to conflict with, Section XIII.N.

Q. *Non-Admissibility.* The settlement negotiations resulting in this Agreement have been undertaken by the Parties and by certain representatives of the Participating Subdivisions in good faith and for settlement purposes only, and no evidence of negotiations or discussions underlying this Agreement shall be offered or received in evidence in any action or proceeding for any purpose. This Agreement shall not be offered or received in evidence in any action or proceeding for any purpose other than in an action or proceeding arising under or relating to this Agreement.

R. *Notices.* All notices or other communications under this Agreement shall be in writing (including, but not limited to, electronic communications) and shall be given to the recipients indicated below:

For the Attorney(s) General:

Rob Bonta, Attorney General
State of California Department of Justice
Attn: David Jones, Supervising Deputy Attorney General
1300 I Street
Sacramento, CA 95814
David.Jones@doj.ca.gov
Kwame Raoul, Attorney General

Office of the Illinois Attorney General
Attn: Susan Ellis, Consumer Protection Division Chief
Andrea Law, Deputy Chief, Health Care Bureau
115 South LaSalle Street
Chicago, IL 60603
Susan.Ellis@ilag.gov
Andrea.Law@ilag.gov

Dan Rayfield, Attorney General
State of Oregon Department of Justice
Attn: Ian Van Holder, Senior Assistant Attorney General
100 SW Market Street
Portland, OR 97201
Ian.Vanloh@doj.oregon.gov

For the Plaintiffs' Executive Committee:

Co-leads
Jayne Conroy
Simmons Hanly Conroy LLC
112 Madison Avenue
7th Floor
New York, NY 10016-7416
JConroy@simmonsfirm.com

Paul T. Farrell, Jr.
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Joseph F. Rice
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28 Bridgeside Blvd.
Mount Pleasant, SC 29464
jrice@motleyrice.com

For Albertsons:

Francis A. Citera
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360 North Green Street, Suite 1300
Chicago, IL 60607
CiteraF@gtlaw.com

Randall Haimovici
Vice President of Litigation
Albertsons Companies
250 Parkcenter Blvd.
Boise, ID 83706
Randall.Haimovici@albertsons.com

Any Party or the Plaintiffs' Executive Committee may change or add the contact information of the persons designated to receive notice on its behalf by notice given (effective upon the giving of such notice) as provided in this Section XIII.R.

S. *No Waiver.* The waiver of any rights conferred hereunder shall be effective only if made by written instrument executed by the waiving Party or Parties. The waiver by any Party of any breach of this Agreement shall not be deemed to be or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, nor shall such waiver be deemed to be or construed as a waiver by any other Party.

T. *Preservation of Privilege.* Nothing contained in this Agreement or any Consent Judgment, and no act required to be performed pursuant to this Agreement or any Consent Judgment, is intended to constitute, cause, or effect any waiver (in whole or in part) of any attorney-client privilege, work product protection, or common interest/joint defense privilege, and each Party and Participating Subdivision agrees that it shall not make or cause to be made in any forum any assertion to the contrary.

U. *Successors.*

1. This Agreement shall be binding upon, and inure to the benefit of, Albertsons and its respective successors and assigns.

2. Albertsons shall not, in one (1) transaction or a series of related transactions, sell or transfer U.S. assets having a fair market value equal to twenty-five percent (25%) or more of the consolidated assets of Albertsons (other than sales or transfers of inventories, or sales or transfers to an entity owned directly or indirectly by Albertsons) where the sale or transfer is announced after the Reference Date, is not for fair consideration, and would foreseeably and unreasonably jeopardize Albertsons's ability to make the payments under this Agreement that are due on or before the third Payment Date following the close of a sale or transfer transaction, unless Albertsons obtains the acquiror's agreement that it will be either a guarantor of or successor to the percentage of Albertsons's remaining Payment Obligations under this Agreement equal to the percentage of Albertsons's consolidated assets being sold or transferred in such transaction. Percentages under this section shall be determined in accordance with United States generally accepted accounting principles and as of the date of Albertsons most recent publicly filed consolidated balance sheet prior to the date of entry into the sale or transfer agreement at issue. This Section XIII.U shall be enforceable solely by the Settling States, and any objection under this Section XIII.U not raised within sixty (60) calendar days of the announcement of the relevant transaction is waived.

V. *Modification, Amendment, Alteration.* In the event the Plaintiffs' Executive Committee, the Executive Committee of the State Attorneys General, or Albertsons concludes

prior to the Reference Date that technical corrections are required to this Agreement, the Plaintiffs' Executive Committee, the Executive Committee of the State Attorneys General, and Albertsons shall meet and confer and make such amendments as they agree are appropriate. After the Reference Date, any modification, amendment, or alteration of this Agreement by the Parties shall be binding only if evidenced in writing signed by Albertsons, along with the signature of at least two-thirds of those then serving as Attorney General of the Settling States along with a representation from each Attorney General that either: (1) the advisory committee or similar entity established or recognized by that Settling State (either pursuant to Section V.E.2.d, by a State-Subdivision Agreement, or by statute) voted in favor of the modification, amendment or alteration of this Agreement including at least one member appointed by the Participating Subdivisions listed on Exhibit G; or (2) in Settling States without any advisory committee, that 50.1% (by population) of the Participating Subdivisions listed on Exhibit G expressed approval of the modification, amendment, or alteration of this Agreement in a writing.

W. *Termination.*

1. Unless otherwise agreed to by each of Albertsons and the Settling States, this Agreement and all of its terms (except Section XIII.Q and any other non-admissibility provisions, which shall continue in full force and effect) shall be canceled and terminated with respect to the Settling State, and the Agreement and all orders issued by the courts in the Settling State pursuant to the Agreement shall become null and void and of no effect if one or more of the following conditions applies:

a. a Consent Judgment approving this Agreement without modification of any of the Agreement's terms has not been entered as to a Settling State by a court of competent jurisdiction on or before one hundred eighty (180) calendar days after the Effective Date;

b. this Agreement or the Consent Judgment as to that Settling State has been disapproved by a court of competent jurisdiction to which it was presented for approval and/or entry (or, in the event of an appeal from or review of a decision of such a court to approve this Agreement and the Consent Judgment, by the court hearing such appeal or conducting such review), and the time to appeal from such disapproval has expired, or, in the event of an appeal from such disapproval, the appeal has been dismissed or the disapproval has been affirmed by the court of last resort to which such appeal has been taken and such dismissal or disapproval has become no longer subject to further appeal (including, without limitation, review by the United States Supreme Court); or

2. If this Agreement is terminated with respect to a Settling State for whatever reason pursuant to Section XIII.W.1, then:

a. an applicable statute of limitation or any similar time requirement (excluding any statute of repose) shall be tolled from the date the Settling State signed this Agreement until the later of the time permitted by applicable law or for one year from the date of such termination, with the effect that Albertsons and the

Settling State shall be in the same position with respect to the statute of limitation as they were at the time the Settling State filed its action; and

b. Albertsons and the Settling State shall jointly move the relevant court of competent jurisdiction for an order reinstating the actions and claims dismissed pursuant to the terms of this Agreement governing dismissal, with the effect that Albertsons and the Settling State shall be in the same position with respect to those actions and claims as they were at the time the action or claim was stayed or dismissed.

3. Unless Albertsons and the Enforcement Committee agree otherwise, this Agreement, with the exception of the Injunctive Relief Terms that have their own provisions on duration, shall terminate as to all Parties as of the Payment Date for Payment Year 9, *provided* that Albertsons has performed its Payment obligations under the Agreement as of that date. Notwithstanding any other provision in this Section XIII.W.3 or in this Agreement, all releases under this Agreement will remain effective despite any termination under this Section XIII.W.3.

X. *Governing Law.* Except as (1) otherwise provided in this Agreement or (2) as necessary, in the sole judgment of the National Arbitration Panel, to promote uniformity of interpretation for matters within the scope of the National Arbitration Panel's authority, this Agreement shall be governed by and interpreted in accordance with the respective laws of the Settling State, without regard to the conflict of law rules of such Settling State, that is seeking to enforce the Agreement against Albertsons or against which Albertsons is seeking enforcement. Notwithstanding any other provision in this subsection on governing law, any disputes relating to the Settlement Fund Escrow shall be governed by and interpreted in accordance with the law of the state where the escrow agent has its primary place of business.

Y. *Bankruptcy.* The following provisions shall apply if Albertsons enters bankruptcy and (i) the Albertsons bankruptcy estate recovers, pursuant to 11 U.S.C. § 550, any payments made under this Agreement, or (ii) this Agreement is deemed executory and is rejected by Albertsons pursuant to 11 U.S.C. § 365:

1. In the event that both a number of Settling States equal to at least seventy-five percent (75%) of the total number of Settling States and Settling States having aggregate Overall Allocation Percentages as set forth on Exhibit F equal to at least seventy-five percent (75%) of the total aggregate Overall Allocation Percentages assigned to all Settling States deem (by written notice to Albertsons) that the financial obligations of this Agreement have been terminated and rendered null and void (except as provided in Section XIII.Y.1.a) due to a material breach by Albertsons, whereupon:

a. all agreements, all concessions, all reductions of Releasing Parties' Claims, and all releases and covenants not to sue, contained in this Agreement shall immediately and automatically be deemed null and void as to Albertsons; the Settling States shall be deemed immediately and automatically restored to the same position they were in immediately prior to their entry into this Settlement Agreement in respect to Albertsons and the Settling States shall have the right to assert any and all claims against Albertsons in the bankruptcy or otherwise without

regard to any limits or agreements as to the amount of the settlement otherwise provided in this Agreement; *provided, however,* that notwithstanding the foregoing sentence, (i) all reductions of Releasing Parties' Claims, and all releases and covenants not to sue, contained in this Agreement shall remain in full force and effect as to all persons or entities other than Albertsons itself; and (ii) in the event the Settling State asserts any Released Claim against Albertsons after the rejection and/or termination of this Agreement as described in this Section XIII.Y.1.a and receives a judgment, settlement or distribution arising from such Released Claim, then the amount of any payments the Settling State has previously received from Albertsons under this Agreement shall be applied to reduce the amount of any such judgment, settlement or distribution (provided that no credit shall be given against any such judgment, settlement or distribution for any payment that the Settling State is required to disgorge or repay to Albertsons's bankruptcy estate); and

b. the Settling States may exercise all rights provided under the federal Bankruptcy Code (or other applicable bankruptcy or non-bankruptcy law) with respect to their Claims against Albertsons subject to all defenses and rights of the Albertsons.

Z. *Waiver*. Albertsons, for good and valuable consideration the receipt of which is acknowledged, hereby (a) waives, foregoes and relinquishes all rights to utilize and/or seek relief under any of the following laws of the State of Texas for the restructuring of its debts or liabilities related to Released Claims, Claims that would have been Released Claims if they had been brought by a Releasor against a Released Entity before the Effective Date, or this Agreement: Tex. Bus. Orgs. Code § 10.003 (Contents of Plan of Merger: More Than One Successor) or any other statute of Subchapter A of Chapter 10 of Tex. Bus. Orgs. Code to the extent such statute relates to multi-successor mergers (and/or any other similar laws or statutes in any other state or territory); Tex. Bus. Orgs. Code §§ 11.01–11.414 (Winding Up and Termination of Domestic Entity); or Tex. Bus. & Com. Code §§ 23.01–23.33 (Assignments for the Benefit of Creditors) (collectively, the "Texas Statutes"), and (b) agrees, warrants and represents that it will not file, request or petition for relief under the Texas Statutes related to its debts or liabilities related to Released Claims, Claims that would have been Released Claims if they had been brought by a Releasor against a Released Entity before the Effective Date, or this Agreement, in each case until such time as all of Albertsons's payment obligations incurred hereunder are satisfied in full. The foregoing waiver and relinquishment includes, without limitation, until such time as all of Albertsons's payment obligations incurred hereunder are satisfied in full, Albertsons's rights to execute a divisional merger or equivalent transaction or restructuring related to its debts or liabilities related to Released Claims, Claims that would have been Released Claims if they had been brought by a Releasor against a Released Entity before the Effective Date, or this Agreement that in each case has the intent or foreseeable effect of (i) separating material assets from material liabilities and (ii) assigning or allocating all or a substantial portion of those liabilities to any subsidiary or affiliate that files for relief under chapter 11 of the Bankruptcy Code, or pursuant to which such subsidiary or affiliate that files for relief under chapter 11 of the Bankruptcy Code would be assuming or retaining all or a substantial portion of those liabilities.

EXHIBIT A

Alleged Harms

The following expert reports that were served in connection with the case captioned *In re: National Prescription Opiate Litigation*, No. 1:17-md-2804 (N.D. Ohio) provide non-exclusive examples of Alleged Harms:

1. Expert report of Carmen A. Catizone, MS, RPh, DPh, dated April 15, 2024.

2. Expert report of Lacey R. Keller, dated April 15, 2024.

3. Expert report of Katherine M. Keyes, Ph.D., dated April 15, 2024.

4. Expert report of Dr. Anna Lembke, M.D., dated April 15, 2024.

5. Expert report of Craig J. McCann, Ph.D., CFA, dated April 15, 2024.

6. Expert report of Joseph T. Rannazzisi, dated April 15, 2024.

EXHIBIT B

Enforcement Committee Organization Bylaws

ARTICLE I

These bylaws constitute the code of rules adopted by the Settling States and Participating Subdivisions for the creation of an Enforcement Committee (the "Committee") to exist and operate during the term of the Agreement in connection with Albertsons and shall control the regulation and management of the Committee's affairs.

ARTICLE II
Purpose

The Committee is organized for the sole purpose of evaluating and taking such action as deemed reasonable, necessary, and appropriate by the members of the Committee on the matters delegated to the Committee under that certain Settlement Agreement between the Settling States and Albertsons dated August 20, 2026.

ARTICLE III
Members of the Committee

(1) Number of Members

The Committee will consist of nine (9) members (the "Members"). Upon majority resolution of the Committee, the number of Members may be increased or decreased from time to time, but in no event shall a decrease have the effect of decreasing the total number of Members to less than seven Members.

(2) Initial Members

The Committee initially will consist of six (6) Settling State Members and three (3) Participating Subdivision Members; at least one (1) of the Participating Subdivisions shall be a county and at least one (1) shall be a municipality. The initial Settling State Members are representatives from: California, Colorado, Illinois, Oregon, Pennsylvania, [*additional state member to be inserted]. The initial Participating Subdivision Members are: [*to be inserted]. Until fifteen (15) months from the Effective Date contained in the Settlement Agreement, the Participating Subdivisions may designate their outside counsel to serve as their representative. After fifteen (15) months from the Effective Date, an employee or official of the Participating Subdivision must be the designated as the representative of the Participating Subdivision.

(3) Term of Members

The term of office for Members of the Committee will be until the end of the term of the Settlement Agreement unless and until a Member withdraws or resigns from the Committee.

(4) Resignation

Any Member may resign at any time by delivering written notice to the Chairperson of the Committee. Such resignation shall take effect upon receipt or, if later, at the time specified in the notice.

(5) Removal

(a) Any Member may be removed without cause, at any time, by a majority of the entire Committee, at a Regular or Special Meeting called for that purpose. Any Member under consideration of removal must first be notified about the consideration by written notice at least five days prior to the meeting at which the vote takes place.

(b) In the event that any Member is not a Settling State or a Participating Subdivision or the Member subsequently becomes a Later Litigating Subdivision, the Member shall be removed immediately without notice or vote of the Committee.

(6) Vacancies

In the event of a vacancy, the Members of the same type (Settling State or Participating Subdivision) shall select another Settling State or Participating Subdivision to fill that Member's position.

(7) Compensation

Members shall not receive any salaries or other compensation for their services, but, by resolution of the Committee, may be reimbursed for any actual expenses incurred in the performance of their duties for the Committee, as long as a majority of disinterested Members approve the reimbursement. Any reimbursement shall be sought from the Settlement Fund Administrator.

ARTICLE IV
Conflicts of Interest and Code of Ethics

If a Member, agent, or employee of the Committee has a conflict of interest, he or she may not participate in a vote, discussion, or decision about the matter. Each Member shall follow any applicable state or local law with respect to conflicts, gifts, and ethics.

ARTICLE V
Committee Meetings

(1) Place of Meetings

Meetings of the Committee will be held at any place that the Chairperson may designate, including by telephonic or electronic means.

(2) Regular Meetings

Regular meetings of the Committee shall be held as deemed necessary by the Chairperson or any three members.

(3) Notice of Meetings

Written notice of the date, time, place and subject of each meeting must be provided to the Members at least 72 hours before the scheduled time of the meeting, except when there is an emergency or urgent public necessity.

(4) Quorum

A majority of the incumbent Members (not counting vacancies) shall constitute a quorum for the purposes of convening a meeting or conducting business.

(5) Voting and Proxy

When it is necessary to vote on any matter before the Committee, Members may vote by electronic means as provided in these Bylaws. Proxy voting is permitted. In order for a matter to pass, the matter must have a majority vote of Members present and must have at least one vote from a Settling State Member and a Participating Subdivision Member. In the event that there is a Quorum, but no Settling State or Participating Subdivision Member is present, then a matter may pass with a simple majority vote.

(6) Minutes

The Committee shall prepare and keep minutes. The minutes must state the subject of each deliberation and indicate each vote, order, decision, or other action taken.

ARTICLE VI
Officers

(1) Roster of Officers

The Committee shall have a Chairperson, a Vice Chairperson, and a Secretary. The Committee may have at its discretion, such other officers as may be appointed by the Members of the Committee. One person may hold two or more offices, except those serving as Chairperson.

(2) Election and Removal of Officers

All officers shall serve two-year terms. The election shall be conducted at the first meeting of the fiscal year. Officers shall remain in office until their successors have been selected. Officers may serve consecutive terms without limit. The election of officers shall be by majority vote of the Members of the Committee attending the meeting.

(3) Vacancies

If a vacancy occurs during the term of office for any elected officer, the Members of the Committee shall elect a new officer to fill the remainder of the term as soon as practical, by majority vote of Members present.

(4) Chairperson

The Chairperson will supervise and control the affairs of the Committee and shall exercise such supervisory powers as may be given him/her by the Members of the Committee. The Chairperson will perform all duties incident to such office and such other duties as may be provided in these bylaws or as may be prescribed from time to time by the Committee. The Chairperson shall preside at all meetings and shall exercise parliamentary control in accordance with Robert's Rules of Order.

(5) Vice Chairperson

The Vice Chairperson shall act in place of the Chairperson in the event of the Chairperson's absence, inability, or refusal to act, and shall exercise and discharge such other duties as may be required by the Committee. The Vice Chairperson shall serve as the parliamentarian and interpret any ambiguities of the bylaws.

(6) Secretary

The Secretary will keep and maintain all records related to the Committee and take minutes of all meetings.

(7) Records

All elected officers and committee chairpersons shall relinquish their records to the Chairperson immediately upon the completion of their term of office or completion of a project.

(8) Resignation

An officer may resign the office while not resigning membership from the Committee, by submitting a letter to the Chairperson. Vacancies occurring in any office shall be appointed for the remainder of the term.

ARTICLE VII
Duties

(1) Prior to the Effective Date

The Committee shall be responsible for any additional negotiations with Albertsons, including, but not limited to, negotiating extensions of any periods created by the Settlement Agreement, except that any additional negotiations related to the Injunctive Relief Terms (Exhibit P) shall be handled by the States Injunctive Relief Committee in accordance with the terms of Exhibit P.

(2) After the Effective Date

The Committee shall establish procedures for the receipt of notices that a dispute exists concerning the Agreement and review of such disputes, pursuant to Section VI of the Agreement. Members may engage with Albertsons, Settling States, and Participating Subdivisions attempting to resolve any dispute without further action by the Committee. The Committee may request additional information from Albertsons, Settling States, and Participating Subdivisions to the extent the Committee believes such information is necessary to understand, resolve, or provide advice related to a dispute. The Committee shall endeavor to provide advice relative to the dispute no later than 60 days after receipt of notice.

ARTICLE VIII
Rules of Procedure

The proceedings and business of the Committee shall be governed by Robert's Rules of Order unless otherwise waived by the Committee.

ARTICLE IX
Operations

(1) Records

The Committee will keep correct and complete records and will also keep minutes of the proceedings of the Committee meetings and Committees. The Committee will keep such records at its principal place of business at a place designated by the Chairperson**.**

All elected officers and committee chairpersons shall relinquish their records to the Chairperson, immediately upon the completion of their term of office.

(2) Inspection of Books and Records

The minutes of a meeting are public records and shall be available for public inspection and copying on request to the Committee's Chairperson or the Chairperson's designee.

(3) Amendments

The bylaws may be amended at any time by a vote of a majority of Members present and must have at least one vote from a Settling State Member and a Participating Subdivision Member. In the event that there is a Quorum, but no Settling State or Participating Subdivision Member is present, then a matter may pass with a simple majority vote.

EXHIBIT C (Litigating Subdivisions List)

#	City, County, Town	State of Occurrence
1	Cochise County	Arizona
2	Maricopa County	Arizona
3	Mohave County	Arizona
4	Navajo County	Arizona
5	Pima County	Arizona
6	Pinal County	Arizona
7	Yuma County	Arizona
8	Kingman City	Arizona
9	Tucson City	Arizona
10	Alameda County	California
11	Butte County	California
12	Contra Costa County	California
13	Del Norte County	California
14	El Dorado County	California
15	Fresno County	California
16	Imperial County	California
17	Inyo County	California
18	Madera County	California
19	Mendocino County	California
20	Mono County	California
21	Monterey County	California
22	Nevada County	California
23	Placer County	California
24	Riverside County	California
25	Sacramento County	California
26	San Benito County	California
27	San Diego County	California
28	San Mateo County	California
29	Santa Barbara County	California
30	Santa Clara County	California
31	Shasta County	California
32	Sutter County	California
33	Tuolumne County	California
34	Chico City	California
35	Chula Vista City	California
36	Dublin City	California
37	Encintas City	California
38	La Mesa City	California
39	Murrieta City	California
40	Onard City	California
41	San Jose City	California
42	Adams County	Colorado
43	Boulder County	Colorado
44	Fremont County	Colorado
45	Jefferson County	Colorado
46	Larimar County	Colorado
47	Mesa County	Colorado
48	Teller County	Colorado
49	Town of Hudson	Colorado
50	Arapahoe City	Colorado
51	Aurora City	Colorado

#	City, County, Town	State of Occurrence
52	Brighton City	Colorado
53	Broomfield City	Colorado
54	Commerce City	Colorado
55	Denver City	Colorado
56	Federal Heights City	Colorado
57	Greeley City	Colorado
58	Northglenn City	Colorado
59	Sheridan City	Colorado
60	Thornton City	Colorado
61	Westminister City	Colorado
62	Bay County	Florida
63	Escambia County	Florida
64	Leon County	Florida
65	Pasco County	Florida
66	Pinellas County	Florida
67	Seminole County	Florida
68	Volusia County	Florida
69	Bradenton City	Florida
70	Niceville City	Florida
71	Ormond Beach City	Florida
72	Oviedo City	Florida
73	Palmetto City	Florida
74	Panama City	Florida
75	Pensacola City	Florida
76	Pinellas Park	Florida
77	Sanford City	Florida
78	St. Petersburg	Florida
79	Tallahassee	Florida
80	Hawaii County	Hawaii
81	Kauai County	Hawaii
82	Ada County	Idaho
83	Adams County	Idaho
84	Bingham County	Idaho
85	Canyon County	Idaho
86	Boone County	Illinois
87	Bureau County	Illinois
88	Champaign County	Illinois
89	Cook County	Illinois
90	Dekalb County	Illinois
91	Dupage County	Illinois
92	Henry County	Illinois
93	Kane County	Illinois
94	Kankakee County	Illinois
95	Kendall County	Illinois
96	Logan County	Illinois
97	Macon County	Illinois
98	Macoupin County	Illinois
99	Mchenry County	Illinois
100	Piatt County	Illinois
101	Putnam County	Illinois
102	Rock Island County	Illinois
103	Stephenson County	Illinois

#	City, County, Town	State of Occurrence
104	Will County	Illinois
105	Baton Rouge City, East Baton Rouge Parish	Louisiana
106	Rapids Parish	Louisiana
107	Town of Richwood	Louisiana
108	Alexandria City	Louisiana
109	Monroe City	Louisiana
110	Pineville City	Louisiana
111	West Monroe City	Louisiana
112	York County	Maine
113	Sanford City	Maine
114	Calvert County	Maryland
115	Charles County	Maryland
116	Prince George's County	Maryland
117	Town of Cottage City	Maryland
118	Town of Scituate	Massachusetts
119	Town of Tewksbury	Massachusetts
120	Missoula County	Montana
121	Keith County	Nebraska
122	Clark County	Nevada
123	Belknap County	New Hampshire
124	Carroll County	New Hampshire
125	Grafton County	New Hampshire
126	Town of Belmont	New Hampshire
127	Laconia City	New Hampshire
128	Atlantic County	New Jersey
129	Burlington County	New Jersey
130	Barnegat Township	New Jersey
131	Clackamas County	Oregon
132	Coos County	Oregon
133	Multnomah County	Oregon
134	Portland City	Oregon
135	Bucks County	Pennsylvania
136	Chester County	Pennsylvania
137	Dauphin County	Pennsylvania
138	Delaware County	Pennsylvania
139	Erie County	Pennsylvania
140	Northampton County	Pennsylvania
141	Westmoreland County	Pennsylvania
142	City of Philadelphia	Pennsylvania
143	Pennington County	South Dakota
144	Bowie County	Texas
145	Clay County	Texas
146	Dallas County	Texas
147	McLennan County	Texas
148	Tarrant County	Texas
149	Wichita County	Texas
150	Beaver County	Utah
151	Cache County	Utah
152	Daggett County	Utah
153	Duchesne County	Utah
154	Emery County	Utah
155	Garfield County	Utah

#	City, County, Town	State of Occurrence
156	Juab County	Utah
157	Kane County	Utah
158	Piute County	Utah
159	Rich County	Utah
160	Sevier County	Utah
161	Summit County	Utah
162	Tooele County	Utah
163	Uintah County	Utah
164	Wasatch County	Utah
165	Washington County	Utah
166	Wayne County	Utah
167	Weber County	Utah
168	Culpeper County	Virginia
169	Fairfax County	Virginia
170	Loudoun County	Virginia
171	Prince William County	Virginia
172	Alexandria City	Virginia
173	Fairfax City	Virginia
174	Casper	Wyoming
175	Cheyenne	Wyoming
176	Riverton	Wyoming
177	Rock Springs	Wyoming

Exhibit D

[Intentionally Omitted]

EXHIBIT E

List of Opioid Remediation Uses

Schedule A
Core Strategies

Settling States and Participating Subdivisions listed on Exhibit G may choose from among the abatement strategies listed in Schedule B. However, priority may be given to the following core abatement strategies ("*Core Strategies*").[1]

A. NALOXONE OR OTHER FDA-APPROVED DRUG TO REVERSE OPIOID OVERDOSES

1. Expand training for first responders, schools, community support groups and families; and

2. Increase distribution to individuals who are uninsured or whose insurance does not cover the needed service.

B. MEDICATION-ASSISTED TREATMENT ("*MAT*") DISTRIBUTION AND OTHER OPIOID-RELATED TREATMENT

1. Increase distribution of MAT to individuals who are uninsured or whose insurance does not cover the needed service;

2. Provide education to school-based and youth-focused programs that discourage or prevent misuse;

3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and

4. Provide treatment and recovery support services such as residential and inpatient treatment, intensive outpatient treatment, outpatient therapy or counseling, and recovery housing that allow or integrate medication and with other support services.

[1] As used in this Schedule A, words like "expand," "fund," "provide" or the like shall not indicate a preference for new or existing programs.

C. PREGNANT & POSTPARTUM WOMEN

1. Expand Screening, Brief Intervention, and Referral to Treatment ("*SBIRT*") services to non-Medicaid eligible or uninsured pregnant women;

2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for women with co-occurring Opioid Use Disorder ("*OUD*") and other Substance Use Disorder ("*SUD*")/Mental Health disorders for uninsured individuals for up to 12 months postpartum; and

3. Provide comprehensive wrap-around services to individuals with OUD, including housing, transportation, job placement/training, and childcare.

D. EXPANDING TREATMENT FOR NEONATAL ABSTINENCE SYNDROME ("*NAS*")

1. Expand comprehensive evidence-based and recovery support for NAS babies;

2. Expand services for better continuum of care with infant-need dyad; and

3. Expand long-term treatment and services for medical monitoring of NAS babies and their families.

E. EXPANSION OF WARM HAND-OFF PROGRAMS AND RECOVERY SERVICES

1. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments;

2. Expand warm hand-off services to transition to recovery services;

3. Broaden scope of recovery services to include co-occurring SUD or mental health conditions;

4. Provide comprehensive wrap-around services to individuals in recovery, including housing, transportation, job placement/training, and childcare; and

5. Hire additional social workers or other behavioral health workers to facilitate expansions above.

F. TREATMENT FOR INCARCERATED POPULATION

1. Provide evidence-based treatment and recovery support, including MAT for persons with OUD and co-occurring SUD/MH disorders within and transitioning out of the criminal justice system; and

2. Increase funding for jails to provide treatment to inmates with OUD.

G. PREVENTION PROGRAMS

1. Funding for media campaigns to prevent opioid use (similar to the FDA's "Real Cost" campaign to prevent youth from misusing tobacco);

2. Funding for evidence-based prevention programs in schools;

3. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with the CDC guidelines, including providers at hospitals (academic detailing);

4. Funding for community drug disposal programs; and

5. Funding and training for first responders to participate in pre-arrest diversion programs, post-overdose response teams, or similar strategies that connect at-risk individuals to behavioral health services and supports.

H. EXPANDING SYRINGE SERVICE PROGRAMS

1. Provide comprehensive syringe services programs with more wrap-around services, including linkage to OUD treatment, access to sterile syringes and linkage to care and treatment of infectious diseases.

I. EVIDENCE-BASED DATA COLLECTION AND RESEARCH ANALYZING THE EFFECTIVENESS OF THE ABATEMENT STRATEGIES WITHIN THE STATE

Schedule B
Approved Uses

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder ("*OUD*") and any co-occurring Substance Use Disorder or Mental Health ("*SUD/MH*") conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:[2]

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment ("*MAT*") approved by the U.S. Food and Drug Administration.

2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine ("*ASAM*") continuum of care for OUD and any co-occurring SUD/MH conditions.

3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.

4. Improve oversight of Opioid Treatment Programs ("*OTPs*") to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.

5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.

6. Provide treatment of trauma for individuals with OUD (*e.g.*, violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (*e.g.*, surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.

[2] As used in this Schedule B, words like "expand," "fund," "provide" or the like shall not indicate a preference for new or existing programs.

7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.

8. Provide training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.

9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.

10. Offer fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.

11. Offer scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD/MH or mental health conditions, including, but not limited to, training, scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.

12. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 ("*DATA 2000*") to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.

13. Disseminate web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service–Opioids web-based training curriculum and motivational interviewing.

14. Develop and disseminate new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication–Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the programs or strategies that:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.

2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support

services and counseling, community navigators, case management, and connections to community-based services.

3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.

4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved mediation with other support services.

5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.

6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.

7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.

8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.

9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.

10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.

11. Provide training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.

12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.

13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.

14. Create and/or support recovery high schools.

15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED (CONNECTIONS TO CARE)

Provide connections to care for people who have—or are at risk of developing—OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.

2. Fund SBIRT programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.

3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.

4. Purchase automated versions of SBIRT and support ongoing costs of the technology.

5. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.

6. Provide training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.

7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically appropriate follow-up care through a bridge clinic or similar approach.

8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.

9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.

10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-

occurring SUD/MH conditions or to persons who have experienced an opioid overdose.

11. Expand warm hand-off services to transition to recovery services.

12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.

13. Develop and support best practices on addressing OUD in the workplace.

14. Support assistance programs for health care providers with OUD.

15. Engage non-profits and the faith community as a system to support outreach for treatment.

16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

D. ADDRESS THE NEEDS OF CRIMINAL JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:

    1. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative ("*PAARI*");

    2. Active outreach strategies such as the Drug Abuse Response Team ("*DART*") model;

    3. "Naloxone Plus" strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;

    4. Officer prevention strategies, such as the Law Enforcement Assisted Diversion ("*LEAD*") model;

5. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or

6. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise.

2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.

3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions.

4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.

5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison or have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.

6. Support critical time interventions ("*CTI*"), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.

7. Provide training on best practices for addressing the needs of criminal justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome ("*NAS*"), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women—or women who

could become pregnant—who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.

2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.

3. Provide training for obstetricians or other healthcare personnel who work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.

4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; and expand long-term treatment and services for medical monitoring of NAS babies and their families.

5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with NAS get referred to appropriate services and receive a plan of safe care.

6. Provide child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.

7. Provide enhanced family support and child care services for parents with OUD and any co-occurring SUD/MH conditions.

8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.

9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including, but not limited to, parent skills training.

10. Provide support for Children's Services—Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding medical provider education and outreach regarding best prescribing practices for opioids consistent with the Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).

2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.

3. Continuing Medical Education (CME) on appropriate prescribing of opioids.

4. Providing Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.

5. Supporting enhancements or improvements to Prescription Drug Monitoring Programs ("*PDMPs*"), including, but not limited to, improvements that:

    1. Increase the number of prescribers using PDMPs;

    2. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or

    3. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.

6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.

7. Increasing electronic prescribing to prevent diversion or forgery.

8. Educating dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding media campaigns to prevent opioid misuse.

2. Corrective advertising or affirmative public education campaigns based on evidence.

3. Public education relating to drug disposal.

4. Drug take-back disposal or destruction programs.

5. Funding community anti-drug coalitions that engage in drug prevention efforts.

6. Supporting community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction—including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration ("*SAMHSA*").

7. Engaging non-profits and faith-based communities as systems to support prevention.

8. Funding evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.

9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.

10. Create or support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.

11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.

12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or another drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increased availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.

2. Public health entities providing free naloxone to anyone in the community.

3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.

4. Enabling school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.

5. Expanding, improving, or developing data tracking software and applications for overdoses/naloxone revivals.

6. Public education relating to emergency responses to overdoses.

7. Public education relating to immunity and Good Samaritan laws.

8. Educating first responders regarding the existence and operation of immunity and Good Samaritan laws.

9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.

10. Expanding access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.

11. Supporting mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.

12. Providing training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.

13. Supporting screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items in section C, D and H relating to first responders, support the following:

1. Education of law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.

2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, coordination, facilitations, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment intervention services, and to support training and technical assistance and other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

2. A dashboard to (a) share reports, recommendations, or plans to spend opioid settlement funds; (b) to show how opioid settlement funds have been spent; (c) to report program or strategy outcomes; or (d) to track, share or visualize key opioid- or health-related indicators and supports as identified through collaborative statewide, regional, local or community processes.

3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, those that:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.

2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (*e.g.*, health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection and evaluation of programs and strategies described in this opioid abatement strategy list.

2. Research non-opioid treatment of chronic pain.

3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.

4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.

5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.

6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (*e.g.*, Hawaii HOPE and Dakota 24/7).

7. Epidemiological surveillance of OUD-related behaviors in critical populations, including individuals entering the criminal justice system, including, but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring ("ADAM") system.

8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.

9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

Exhibit F
List of Eligible States and Overall Allocation Percentages

Alaska	1.3494290164%
Arizona	6.2738632814%
Arkansas	1.0434867005%
California	17.7463118622%
Colorado	4.8645929787%
Connecticut	0.7241212493%
Delaware	0.5490845804%
District of Columbia	0.2014600176%
Florida	7.8645429812%
Hawaii	0.5647377600%
Idaho	1.9837173617%
Illinois	7.7124641613%
Indiana	1.9852055207%
Iowa	0.8304835981%
Louisiana	1.6399671519%
Maine	0.8888984056%
Maryland	2.7685656332%
Massachusetts	2.5785363664%
Missouri	0.4490092636%
Montana	1.5757139456%
Nebraska	0.4669471928%
Nevada	2.8476969074%
New Hampshire	0.8622922237%
New Jersey	3.0839948974%
New York	1.2067579851%
Oklahoma	1.3720975791%
Oregon	5.9141817395%
Pennsylvania	5.1359052989%
Rhode Island	0.3998746639%
South Dakota	0.2218656197%
Texas	8.8303416266%
Utah	1.3867483371%
Vermont	0.2848654679%
Virginia	2.5522749697%
Wisconsin	0.9840628156%
Wyoming	0.8559008388%

Exhibit G

BG Entity ID	Subdivision Name	County	State	Consolidated State Allocation
1002	Anchorage Municipality	Anchorage Borough	Alaska	0.4765780000000000000000
1009	Fairbanks City	Fairbanks North Star Borough	Alaska	0.0512260000000000000000
1001	Fairbanks North Star Borough	Fairbanks North Star Borough	Alaska	0.1096270000000000000000
7050	Juneau City And Borough	Juneau Borough	Alaska	0.0523240000000000000000
1016	Kenai Peninsula Borough	Kenai Peninsula Borough	Alaska	0.0949220000000000000000
1014	Ketchikan Gateway Borough	Ketchikan Gateway Borough	Alaska	0.0224060000000000000000
1003	Kodiak Island Borough	Kodiak Island Borough	Alaska	0.0218390000000000000000
1018	Matanuska-Susitna Borough	Matanuska-Susitna Borough	Alaska	0.1547260000000000000000
1000	Wasilla City	Matanuska-Susitna Borough	Alaska	0.0163510000000000000000
1814	Apache County	Apache County	Arizona	0.0039074700000000000000
1878	Apache Junction City	Maricopa County, Pinal County	Arizona	0.0022013400000000000000
1852	Avondale City	Maricopa County	Arizona	0.0056771400000000000000
1819	Benson City	Cochise County	Arizona	0.0006529600000000000000
1822	Bisbee City	Cochise County	Arizona	0.0006436850000000000000
1855	Buckeye City	Maricopa County	Arizona	0.0026647800000000000000
1877	Bullhead City	Mohave County	Arizona	0.0064163800000000000000
1911	Camp Verde Town	Yavapai County	Arizona	0.0004162270000000000000
1867	Carefree Town	Maricopa County	Arizona	0.0002317200000000000000
1895	Casa Grande City	Pinal County	Arizona	0.0021251440000000000000
1865	Cave Creek Town	Maricopa County	Arizona	0.0003475800000000000000
1853	Chandler City	Maricopa County	Arizona	0.0165679800000000000000
1916	Chino Valley Town	Yavapai County	Arizona	0.0002917880000000000000
1914	Clarkdale Town	Yavapai County	Arizona	0.0003089520000000000000
1846	Clifton Town	Greenlee County	Arizona	0.0001028700000000000000
1820	Cochise County	Cochise County	Arizona	0.0117736850000000000000
1828	Coconino County	Coconino County	Arizona	0.0120118080000000000000
1880	Colorado City Town	Mohave County	Arizona	0.0002987780000000000000
1897	Coolidge City	Pinal County	Arizona	0.0006444480000000000000
1913	Cottonwood City	Yavapai County	Arizona	0.0020982990000000000000
1909	Dewey-Humboldt Town	Yavapai County	Arizona	0.0006608140000000000000
1823	Douglas City	Cochise County	Arizona	0.0015656200000000000000
1848	Duncan Town	Greenlee County	Arizona	0.0000025200000000000000
1815	Eagar Town	Apache County	Arizona	0.0014255400000000000000
1859	El Mirage City	Maricopa County	Arizona	0.0022592700000000000000
1898	Eloy City	Pinal County	Arizona	0.0134183280000000000000
1829	Flagstaff City	Coconino County	Arizona	0.0031143600000000000000
1901	Florence Town	Pinal County	Arizona	0.0004564840000000000000
1872	Fountain Hills Town	Maricopa County	Arizona	0.0009848100000000000000
1827	Fredonia Town	Coconino County	Arizona	0.0000523280000000000000
1875	Gila Bend Town	Maricopa County	Arizona	0.0001737900000000000000
1838	Gila County	Gila County	Arizona	0.0077804460000000000000
1856	Gilbert Town	Maricopa County	Arizona	0.0099060300000000000000
1857	Glendale City	Maricopa County	Arizona	0.0152355900000000000000
1839	Globe City	Gila County	Arizona	0.0011682660000000000000
1858	Goodyear City	Maricopa County	Arizona	0.0044026800000000000000
1842	Graham County	Graham County	Arizona	0.0044764940000000000000
1845	Greenlee County	Greenlee County	Arizona	0.0007946100000000000000
1873	Guadalupe Town	Maricopa County	Arizona	0.0000000000000000000000
1841	Hayden Town	Gila County, Pinal County	Arizona	0.0002638020000000000000
1882	Holbrook City	Navajo County	Arizona	0.0005756250000000000000
1830	Huachuca City Town	Cochise County	Arizona	0.0001688050000000000000
1912	Jerome Town	Yavapai County	Arizona	0.0000128730000000000000
1903	Kearny Town	Pinal County	Arizona	0.0001074080000000000000
1876	Kingman City	Mohave County	Arizona	0.0048539180000000000000

BG Entity ID	Subdivision Name	County	State	Consolidated State Allocation
1851	La Paz County	La Paz County	Arizona	0.0026701710000000000000
1883	Lake Havasu City	Mohave County	Arizona	0.0067935260000000000000
1866	Litchfield Park City	Maricopa County	Arizona	0.0002317200000000000000
1904	Mammoth Town	Pinal County	Arizona	0.0000613760000000000000
1892	Marana Town	Pima County, Pinal County	Arizona	0.0038412820000000000000
1902	Maricopa City	Pinal County	Arizona	0.0010472280000000000000
1854	Maricopa County	Maricopa County	Arizona	0.2985132900000000000000
1860	Mesa City	Maricopa County	Arizona	0.0351055800000000000000
1835	Miami Town	Gila County	Arizona	0.0003094820000000000000
1884	Mohave County	Mohave County	Arizona	0.0306173980000000000000
1885	Navajo County	Navajo County	Arizona	0.0107895150000000000000
1905	Nogales City	Santa Cruz County	Arizona	0.0008343500000000000000
1896	Oro Valley Town	Pima County	Arizona	0.0032072840000000000000
1833	Page City	Coconino County	Arizona	0.0005756080000000000000
1869	Paradise Valley Town	Maricopa County	Arizona	0.0019696200000000000000
1850	Parker Town	La Paz County	Arizona	0.0001562190000000000000
1908	Patagonia Town	Santa Cruz County	Arizona	0.0000247900000000000000
1837	Payson Town	Gila County	Arizona	0.0018466140000000000000
1874	Peoria City	Maricopa County, Yavapai County	Arizona	0.0087474300000000000000
1861	Phoenix City	Maricopa County	Arizona	0.1232750400000000000000
1890	Pima County	Pima County	Arizona	0.1346126930000000000000
1844	Pima Town	Graham County	Arizona	0.0001596180000000000000
1899	Pinal County	Pinal County	Arizona	0.0203346360000000000000
1888	Pinetop-Lakeside Town	Navajo County	Arizona	0.0007291250000000000000
1910	Prescott City	Yavapai County	Arizona	0.0059172890000000000000
1915	Prescott Valley Town	Yavapai County	Arizona	0.0034714190000000000000
1849	Quartzsite Town	La Paz County	Arizona	0.0001839110000000000000
1870	Queen Creek Town	Maricopa County, Pinal County	Arizona	0.0006372300000000000000
1843	Safford City	Graham County	Arizona	0.0019290770000000000000
1894	Sahuarita Town	Pima County	Arizona	0.0015104070000000000000
1918	San Luis City	Yuma County	Arizona	0.0009638400000000000000
1906	Santa Cruz County	Santa Cruz County	Arizona	0.0028408600000000000000
1863	Scottsdale City	Maricopa County	Arizona	0.0231140700000000000000
1832	Sedona City	Coconino County, Yavapai County	Arizona	0.0006903920000000000000
1881	Show Low City	Navajo County	Arizona	0.0014413650000000000000
1824	Sierra Vista City	Cochise County	Arizona	0.0030848650000000000000
1887	Snowflake Town	Navajo County	Arizona	0.0004512900000000000000
1922	Somerton City	Yuma County	Arizona	0.0004497920000000000000
1891	South Tucson City	Pima County	Arizona	0.0005780570000000000000
1818	Springerville Town	Apache County	Arizona	0.0007403700000000000000
1821	St. Johns City	Apache County	Arizona	0.0008266200000000000000
1836	Star Valley Town	Gila County	Arizona	0.0003997000000000000000
1900	Superior Town	Pinal County	Arizona	0.0001687840000000000000
1868	Surprise City	Maricopa County	Arizona	0.0056771400000000000000
1889	Taylor Town	Navajo County	Arizona	0.0004113800000000000000
1864	Tempe City	Maricopa County	Arizona	0.0189431100000000000000
1847	Thatcher Town	Graham County	Arizona	0.0006240920000000000000
1862	Tolleson City	Maricopa County	Arizona	0.0015641100000000000000
1825	Tombstone City	Cochise County	Arizona	0.0002151800000000000000
1893	Tucson City	Pima County	Arizona	0.0427202770000000000000
1834	Tusayan Town	Coconino County	Arizona	0.0001130960000000000000
1917	Wellton Town	Yuma County	Arizona	0.0001224880000000000000
1879	Wickenburg Town	Maricopa County, Yavapai County	Arizona	0.0005793000000000000000
1826	Willcox City	Cochise County	Arizona	0.0004433450000000000000
1831	Williams City	Coconino County	Arizona	0.0003240960000000000000
1840	Winkelman Town	Gila County, Pinal County	Arizona	0.0000114200000000000000

BG Entity ID	Subdivision Name	County	State	Consolidated State Allocation
1886	Winslow City	Navajo County	Arizona	0.0009501650000000000000
1907	Yavapai County	Yavapai County	Arizona	0.0297409210000000000000
1871	Youngtown Town	Maricopa County	Arizona	0.0002896500000000000000
1921	Yuma City	Yuma County	Arizona	0.0052850560000000000000
1920	Yuma County	Yuma County	Arizona	0.0132588240000000000000
1652	Adona City	Perry County	Arkansas	0.0000207905060000000000
1704	Alexander City	Pulaski County, Saline County	Arkansas	0.0001034760180000000000
1532	Alicia Town	Lawrence County	Arkansas	0.0000023095790000000000
1591	Allport Town	Lonoke County	Arkansas	0.0000265873500000000000
1372	Alma City	Crawford County	Arkansas	0.0018752366730000000000
1243	Almyra Town	Arkansas County	Arkansas	0.0000108810660000000000
1298	Alpena Town	Boone County, Carroll County	Arkansas	0.0001413193470000000000
1520	Altheimer City	Jefferson County	Arkansas	0.0000710818080000000000
1434	Altus City	Franklin County	Arkansas	0.0001611496750000000000
1504	Amagon Town	Jackson County	Arkansas	0.0000165877590000000000
1321	Amity City	Clark County	Arkansas	0.0001059472970000000000
1391	Anthonyville Town	Crittenden County	Arkansas	0.0000109783720000000000
1665	Antoine Town	Pike County	Arkansas	0.0000105762700000000000
1323	Arkadelphia City	Clark County	Arkansas	0.0027105931660000000000
1410	Arkansas City	Desha County	Arkansas	0.0000263655500000000000
1242	Arkansas County	Arkansas County	Arkansas	0.0022720049280000000000
1444	Ash Flat City	Fulton County, Sharp County	Arkansas	0.0005609644560000000000
1561	Ashdown City	Little River County	Arkansas	0.0002106453600000000000
1249	Ashley County	Ashley County	Arkansas	0.0030245585690000000000
1684	Atkins City	Pope County	Arkansas	0.0005075407690000000000
1554	Aubrey Town	Lee County	Arkansas	0.0000211668500000000000
1803	Augusta City	Woodruff County	Arkansas	0.0001346453210000000000
1579	Austin City	Lonoke County	Arkansas	0.0002017476130000000000
1283	Avoca Town	Benton County	Arkansas	0.0000302277270000000000
1788	Bald Knob City	White County	Arkansas	0.0010482270050000000000
1303	Banks Town	Bradley County	Arkansas	0.0000068228460000000000
1732	Barling City	Sebastian County	Arkansas	0.0015886785630000000000
1613	Bassett Town	Mississippi County	Arkansas	0.0000114992430000000000
1485	Batesville City	Independence County	Arkansas	0.0013189657850000000000
1721	Bauxite Town	Saline County	Arkansas	0.0000498162220000000000
1257	Baxter County	Baxter County	Arkansas	0.0086902354700000000000
1364	Bay City	Craighead County	Arkansas	0.0002504934720000000000
1641	Bearden City	Ouachita County	Arkansas	0.0001611010220000000000
1316	Beaver Town	Carroll County	Arkansas	0.0000513659580000000000
1789	Beebe City	White County	Arkansas	0.0024120922130000000000
1515	Beedeville Town	Jackson County	Arkansas	0.0000180301720000000000
1282	Bella Vista City	Benton County	Arkansas	0.0051366487450000000000
1297	Bellefonte Town	Boone County	Arkansas	0.0000084355450000000000
1810	Belleville City	Yell County	Arkansas	0.0000508808600000000000
1739	Ben Lomond Town	Sevier County	Arkansas	0.0000124994890000000000
1712	Benton City	Saline County	Arkansas	0.0137626166670000000000
1265	Benton County	Benton County	Arkansas	0.0194935241560000000000
1270	Bentonville City	Benton County	Arkansas	0.0132121483470000000000
1294	Bergman Town	Boone County	Arkansas	0.0000801913380000000000
1311	Berryville City	Carroll County	Arkansas	0.0017676738150000000000
1266	Big Flat Town	Baxter County, Searcy County	Arkansas	0.0000055521480000000000
1651	Bigelow Town	Perry County	Arkansas	0.0000283517310000000000
1703	Biggers Town	Randolph County	Arkansas	0.0000025714460000000000
1612	Birdsong Town	Mississippi County	Arkansas	0.0000012105970000000000
1365	Black Oak Town	Craighead County	Arkansas	0.0000030794390000000000
1534	Black Rock City	Lawrence County	Arkansas	0.0000205529660000000000

BG Entity ID	Subdivision Name	County	State	Consolidated State Allocation
1629	Black Springs Town	Montgomery County	Arkansas	0.0000077143380000000000
1462	Blevins City	Hempstead County	Arkansas	0.0000422893400000000000
1309	Blue Eye Town	Carroll County	Arkansas	0.0000070847130000000000
1564	Blue Mountain Town	Logan County	Arkansas	0.0000234578270000000000
1633	Bluff City Town	Nevada County	Arkansas	0.0000019561310000000000
1603	Blytheville City	Mississippi County	Arkansas	0.0034448819560000000000
1636	Bodcaw Town	Nevada County	Arkansas	0.0000048924730000000000
1725	Bonanza City	Sebastian County	Arkansas	0.0002715343970000000000
1362	Bono City	Craighead County	Arkansas	0.0001663111690000000000
1287	Boone County	Boone County	Arkansas	0.0068443450490000000000
1568	Booneville City	Logan County	Arkansas	0.0023956704460000000000
1794	Bradford City	White County	Arkansas	0.0001961367950000000000
1530	Bradley City	Lafayette County	Arkansas	0.0001271670930000000000
1300	Bradley County	Bradley County	Arkansas	0.0009035577670000000000
1431	Branch City	Franklin County	Arkansas	0.0000015955270000000000
1260	Briarcliff City	Baxter County	Arkansas	0.0000018416530000000000
1618	Brinkley City	Monroe County	Arkansas	0.0007887942880000000000
1366	Brookland City	Craighead County	Arkansas	0.0003367292110000000000
1713	Bryant City	Saline County	Arkansas	0.0105361731120000000000
1533	Buckner City	Lafayette County	Arkansas	0.0000651805040000000000
1589	Bull Shoals City	Marion County	Arkansas	0.0006925432170000000000
1611	Burdette Town	Mississippi County	Arkansas	0.0000012105970000000000
1576	Cabot City	Lonoke County	Arkansas	0.0096260142990000000000
1325	Caddo Valley Town	Clark County	Arkansas	0.0004475990310000000000
1759	Caldwell Town	St Francis County	Arkansas	0.0000422392560000000000
1639	Cale Town	Nevada County	Arkansas	0.0000078273840000000000
1301	Calhoun County	Calhoun County	Arkansas	0.0013979594050000000000
1500	Calico Rock City	Izard County	Arkansas	0.0000244595030000000000
1761	Calion City	Union County	Arkansas	0.0000293619930000000000
1644	Camden City	Ouachita County	Arkansas	0.0040985429630000000000
1697	Cammack Village City	Pulaski County	Arkansas	0.0001120546600000000000
1505	Campbell Station City	Jackson County	Arkansas	0.0000430906810000000000
1367	Caraway City	Craighead County	Arkansas	0.0002258550980000000000
1578	Carlisle City	Lonoke County	Arkansas	0.0014685346520000000000
1306	Carroll County	Carroll County	Arkansas	0.0059282606050000000000
1405	Carthage City	Dallas County	Arkansas	0.0000166106540000000000
1649	Casa Town	Perry County	Arkansas	0.0000151210180000000000
1368	Cash Town	Craighead County	Arkansas	0.0000123191870000000000
1577	Caulksville Town	Logan County	Arkansas	0.0000069287380000000000
1498	Cave City	Independence County, Sharp County	Arkansas	0.0008504632020000000000
1284	Cave Springs City	Benton County	Arkansas	0.0003207968350000000000
1381	Cedarville City	Crawford County	Arkansas	0.0001788020720000000000
1267	Centerton City	Benton County	Arkansas	0.0011310770790000000000
1741	Central City Town	Sebastian County	Arkansas	0.0001742687720000000000
1430	Charleston City	Franklin County	Arkansas	0.0004100547750000000000
1447	Cherokee Village City	Fulton County, Sharp County	Arkansas	0.0021254139020000000000
1398	Cherry Valley City	Cross County	Arkansas	0.0000814663290000000000
1379	Chester Town	Crawford County	Arkansas	0.0000043615850000000000
1313	Chicot County	Chicot County	Arkansas	0.0028323526370000000000
1643	Chidester City	Ouachita County	Arkansas	0.0000074195590000000000
1617	Clarendon City	Monroe County	Arkansas	0.0002704840680000000000
1319	Clark County	Clark County	Arkansas	0.0033427081170000000000
1531	Clarksville City	Johnson County	Arkansas	0.0024588375810000000000
1328	Clay County	Clay County	Arkansas	0.0004796741360000000000
1339	Cleburne County	Cleburne County	Arkansas	0.0035031580490000000000
1345	Cleveland County	Cleveland County	Arkansas	0.0011436795970000000000

BG Entity ID	Subdivision Name	County	State	Consolidated State Allocation
1768	Clinton City	Van Buren County	Arkansas	0.0008240346890000000000
1523	Coal Hill City	Johnson County	Arkansas	0.0013287135260000000000
1747	Colt City	St Francis County	Arkansas	0.0000852054440000000000
1352	Columbia County	Columbia County	Arkansas	0.0006716639910000000000
1344	Concord Town	Cleburne County	Arkansas	0.0001507851880000000000
1417	Conway City	Faulkner County	Arkansas	0.0209227430150000000000
1360	Conway County	Conway County	Arkansas	0.0051389712030000000000
1326	Corning City	Clay County	Arkansas	0.0001918095540000000000
1258	Cotter City	Baxter County	Arkansas	0.0002339257470000000000
1808	Cotton Plant City	Woodruff County	Arkansas	0.0000249860990000000000
1679	Cove Town	Polk County	Arkansas	0.0000017772600000000000
1581	Coy Town	Lonoke County	Arkansas	0.0000781965720000000000
1361	Craighead County	Craighead County	Arkansas	0.0092651890500000000000
1373	Crawford County	Crawford County	Arkansas	0.0095658879670000000000
1384	Crawfordsville Town	Crittenden County	Arkansas	0.0000372294440000000000
1382	Crittenden County	Crittenden County	Arkansas	0.0048646893510000000000
1396	Cross County	Cross County	Arkansas	0.0031149684360000000000
1252	Crossett City	Ashley County	Arkansas	0.0024829264640000000000
1489	Cushman City	Independence County	Arkansas	0.0000312351270000000000
1668	Daisy Town	Pike County	Arkansas	0.0000190361420000000000
1403	Dallas County	Dallas County	Arkansas	0.0011701038160000000000
1432	Damascus Town	Faulkner County, Van Buren County	Arkansas	0.0003288331410000000000
1816	Danville City	Yell County	Arkansas	0.0005545980880000000000
1811	Dardanelle City	Yell County	Arkansas	0.0012703186630000000000
1330	Datto Town	Clay County	Arkansas	0.0000020419890000000000
1746	De Queen City	Sevier County	Arkansas	0.0018251771870000000000
1692	De Valls Bluff City	Prairie County	Arkansas	0.0001533695120000000000
1269	Decatur City	Benton County	Arkansas	0.0004612060880000000000
1458	Delaplaine Town	Greene County	Arkansas	0.0000124093380000000000
1663	Delight City	Pike County	Arkansas	0.0000190361420000000000
1602	Dell Town	Mississippi County	Arkansas	0.0000496273340000000000
1433	Denning Town	Franklin County	Arkansas	0.0000668933710000000000
1315	Dermott City	Chicot County	Arkansas	0.0000988110690000000000
1693	Des Arc City	Prairie County	Arkansas	0.0004619029680000000000
1406	Desha County	Desha County	Arkansas	0.0018804425270000000000
1247	Dewitt City	Arkansas County	Arkansas	0.0005614724490000000000
1296	Diamond City	Boone County	Arkansas	0.0000674814980000000000
1513	Diaz City	Jackson County	Arkansas	0.0001447994560000000000
1484	Dierks City	Howard County	Arkansas	0.0001098438170000000000
1482	Donaldson Town	Hot Spring County	Arkansas	0.0000972885210000000000
1687	Dover City	Pope County	Arkansas	0.0003575612150000000000
1414	Drew County	Drew County	Arkansas	0.0043143426630000000000
1407	Dumas City	Desha County	Arkansas	0.0003452091160000000000
1375	Dyer City	Crawford County	Arkansas	0.0000392485370000000000
1614	Dyess Town	Mississippi County	Arkansas	0.0000048423890000000000
1385	Earle City	Crittenden County	Arkansas	0.0001699200660000000000
1646	East Camden Town	Ouachita County	Arkansas	0.0000778259520000000000
1387	Edmondson Town	Crittenden County	Arkansas	0.0000806649880000000000
1370	Egypt Town	Craighead County	Arkansas	0.0000071863120000000000
1765	El Dorado City	Union County	Arkansas	0.0075497226010000000000
1657	Elaine City	Phillips County	Arkansas	0.0000612725360000000000
1786	Elkins City	Washington County	Arkansas	0.0005848200920000000000
1289	Elm Springs City	Benton County, Washington County	Arkansas	0.0001692704070000000000
1353	Emerson Town	Columbia County	Arkansas	0.0000077129070000000000
1470	Emmet City	Hempstead County, Nevada County	Arkansas	0.0000067326950000000000
1580	England City	Lonoke County	Arkansas	0.0012777339290000000000

BG Entity ID	Subdivision Name	County	State	Consolidated State Allocation
1423	Enola Town	Faulkner County	Arkansas	0.0001662839810000000000
1610	Etowah Town	Mississippi County	Arkansas	0.0000169455000000000000
1318	Eudora City	Chicot County	Arkansas	0.0000901279670000000000
1310	Eureka Springs City	Carroll County	Arkansas	0.0038913619720000000000
1745	Evening Shade City	Sharp County	Arkansas	0.0001128774650000000000
1288	Everton Town	Boone County	Arkansas	0.0000238255850000000000
1348	Fairfield Bay City	Cleburne County, Van Buren County	Arkansas	0.0009941837100000000000
1624	Fargo Town	Monroe County	Arkansas	0.0000035402100000000000
1774	Farmington City	Washington County	Arkansas	0.0009084502400000000000
1419	Faulkner County	Faulkner County	Arkansas	0.0100721165400000000000
1776	Fayetteville City	Washington County	Arkansas	0.0211036586240000000000
1770	Felsenthal Town	Union County	Arkansas	0.0000171816100000000000
1762	Fifty-Six City	Stone County	Arkansas	0.0000046148660000000000
1667	Fisher City	Poinsett County	Arkansas	0.0000196056660000000000
1594	Flippin City	Marion County	Arkansas	0.0009569013200000000000
1401	Fordyce City	Dallas County	Arkansas	0.0005450635610000000000
1563	Foreman City	Little River County	Arkansas	0.0000205830160000000000
1751	Forrest City	St Francis County	Arkansas	0.0029610909310000000000
1729	Fort Smith City	Sebastian County	Arkansas	0.0384349300880000000000
1598	Fouke City	Miller County	Arkansas	0.0000543724180000000000
1254	Fountain Hill Town	Ashley County	Arkansas	0.0000071505370000000000
1450	Fountain Lake Town	Garland County	Arkansas	0.0000282701660000000000
1650	Fourche Town	Perry County	Arkansas	0.0000096590210000000000
1428	Franklin County	Franklin County	Arkansas	0.0059816871540000000000
1499	Franklin Town	Izard County	Arkansas	0.0001470632450000000000
1690	Fredonia (Biscoe) Town	Prairie County	Arkansas	0.0000780305800000000000
1475	Friendship Town	Hot Spring County	Arkansas	0.0000513029950000000000
1440	Fulton County	Fulton County	Arkansas	0.0049581786570000000000
1465	Fulton Town	Hempstead County	Arkansas	0.0000663524660000000000
1273	Garfield Town	Benton County	Arkansas	0.0000744760600000000000
1445	Garland County	Garland County	Arkansas	0.0173345884430000000000
1600	Garland Town	Miller County	Arkansas	0.0000028919820000000000
1799	Garner Town	White County	Arkansas	0.0000779347050000000000
1261	Gassville City	Baxter County	Arkansas	0.0007275632500000000000
1271	Gateway Town	Benton County	Arkansas	0.0000628780800000000000
1275	Gentry City	Benton County	Arkansas	0.0009048613770000000000
1802	Georgetown Town	White County	Arkansas	0.0000402659540000000000
1730	Gilbert Town	Searcy County	Arkansas	0.0000248315540000000000
1246	Gillett City	Arkansas County	Arkansas	0.0001146160890000000000
1744	Gillham Town	Sevier County	Arkansas	0.0000138016680000000000
1386	Gilmore City	Crittenden County	Arkansas	0.0000009544540000000000
1628	Glenwood City	Montgomery County, Pike County	Arkansas	0.0004800218610000000000
1783	Goshen Town	Washington County	Arkansas	0.0000316601240000000000
1620	Gosnell City	Mississippi County	Arkansas	0.0002723471860000000000
1559	Gould City	Lincoln County	Arkansas	0.0001712480020000000000
1560	Grady City	Lincoln County	Arkansas	0.0003131039620000000000
1683	Grannis City	Polk County	Arkansas	0.0000092426100000000000
1449	Grant County	Grant County	Arkansas	0.0026644817150000000000
1278	Gravette City	Benton County	Arkansas	0.0008034545350000000000
1317	Green Forest City	Carroll County	Arkansas	0.0011760881160000000000
1422	Greenbrier City	Faulkner County	Arkansas	0.0007200664190000000000
1456	Greene County	Greene County	Arkansas	0.0052985282130000000000
1779	Greenland City	Washington County	Arkansas	0.0002374459240000000000
1333	Greenway City	Clay County	Arkansas	0.0000047579620000000000
1731	Greenwood City	Sebastian County	Arkansas	0.0023100671940000000000
1347	Greers Ferry City	Cleburne County	Arkansas	0.0004998607740000000000

BG Entity ID	Subdivision Name	County	State	Consolidated State Allocation
1787	Griffithville Town	White County	Arkansas	0.0000454617920000000000
1511	Grubbs City	Jackson County	Arkansas	0.0000568851940000000000
1494	Guion Town	Izard County	Arkansas	0.0001883337370000000000
1327	Gum Springs Town	Clark County	Arkansas	0.0000305124890000000000
1320	Gurdon City	Clark County	Arkansas	0.0006332582930000000000
1429	Guy City	Faulkner County	Arkansas	0.0001554816180000000000
1733	Hackett City	Sebastian County	Arkansas	0.0001715671080000000000
1251	Hamburg City	Ashley County	Arkansas	0.0005246508300000000000
1305	Hampton City	Calhoun County	Arkansas	0.0001492583470000000000
1443	Hardy City	Fulton County, Sharp County	Arkansas	0.0002257048470000000000
1312	Harrell Town	Calhoun County	Arkansas	0.0000156089780000000000
1671	Harrisburg City	Poinsett County	Arkansas	0.0006103742840000000000
1291	Harrison City	Boone County	Arkansas	0.0075090416660000000000
1734	Hartford City	Sebastian County	Arkansas	0.0000797033790000000000
1528	Hartman City	Johnson County	Arkansas	0.0000418085360000000000
1716	Haskell City	Saline County	Arkansas	0.0007190175200000000000
1677	Hatfield Town	Polk County	Arkansas	0.0000031195060000000000
1812	Havana City	Yell County	Arkansas	0.0000288325350000000000
1555	Haynes Town	Lee County	Arkansas	0.0000218079230000000000
1694	Hazen City	Prairie County	Arkansas	0.0006484580150000000000
1340	Heber Springs City	Cleburne County	Arkansas	0.0037675476330000000000
1688	Hector Town	Pope County	Arkansas	0.0000467324900000000000
1658	Helena-West Helena City	Phillips County	Arkansas	0.0017392147620000000000
1463	Hempstead County	Hempstead County	Arkansas	0.0027346591530000000000
1302	Hermitage City	Bradley County	Arkansas	0.0001218396060000000000
1402	Hickory Ridge City	Cross County	Arkansas	0.0000377703490000000000
1343	Higden Town	Cleburne County	Arkansas	0.0000856547670000000000
1790	Higginson Town	White County	Arkansas	0.0001519728890000000000
1281	Highfill Town	Benton County	Arkansas	0.0001560110760000000000
1750	Highland City	Sharp County	Arkansas	0.0002987184600000000000
1590	Hindsville Town	Madison County	Arkansas	0.0000338165900000000000
1421	Holland City	Faulkner County	Arkansas	0.0001488648310000000000
1622	Holly Grove City	Monroe County	Arkansas	0.0000446089360000000000
1464	Hope City	Hempstead County	Arkansas	0.0022488662060000000000
1740	Horatio City	Sevier County	Arkansas	0.0000294178000000000000
1441	Horseshoe Bend City	Fulton County, Izard County, Sharp County	Arkansas	0.0011121096230000000000
1393	Horseshoe Lake Town	Crittenden County	Arkansas	0.0000143196770000000000
1473	Hot Spring County	Hot Spring County	Arkansas	0.0047821497970000000000
1442	Hot Springs City	Garland County	Arkansas	0.0356179775070000000000
1654	Houston Town	Perry County	Arkansas	0.0000529228490000000000
1480	Howard County	Howard County	Arkansas	0.0017302497600000000000
1538	Hoxie City	Lawrence County	Arkansas	0.0001203184890000000000
1756	Hughes City	St Francis County	Arkansas	0.0001136086890000000000
1582	Humnoke City	Lonoke County	Arkansas	0.0001481765360000000000
1253	Humphrey City	Arkansas County, Jefferson County	Arkansas	0.0001426859200000000000
1806	Hunter Town	Woodruff County	Arkansas	0.0000017357620000000000
1737	Huntington City	Sebastian County	Arkansas	0.0000621425630000000000
1587	Huntsville City	Madison County	Arkansas	0.0008545085430000000000
1767	Huttig City	Union County	Arkansas	0.0000907561610000000000
1539	Imboden Town	Lawrence County	Arkansas	0.0000076213250000000000
1488	Independence County	Independence County	Arkansas	0.0108930202760000000000
1496	Izard County	Izard County	Arkansas	0.0055130486290000000000
1503	Jackson County	Jackson County	Arkansas	0.0018172410490000000000
1514	Jacksonport Town	Jackson County	Arkansas	0.0000506805250000000000
1695	Jacksonville City	Pulaski County	Arkansas	0.0263893052800000000000

BG Entity ID	Subdivision Name	County	State	Consolidated State Allocation
1635	Jasper City	Newton County	Arkansas	0.000070526594000000000
1521	Jefferson County	Jefferson County	Arkansas	0.005992841535000000000
1397	Jennette Town	Crittenden County, St Francis County	Arkansas	0.000012409338000000000
1395	Jericho Town	Crittenden County	Arkansas	0.000009641849000000000
1782	Johnson City	Washington County	Arkansas	0.001307711237000000000
1519	Johnson County	Johnson County	Arkansas	0.003131687844000000000
1606	Joiner City	Mississippi County	Arkansas	0.000294738943000000000
1371	Jonesboro City	Craighead County	Arkansas	0.021740597362000000000
1793	Judsonia City	White County	Arkansas	0.000470208295000000000
1771	Junction City	Union County	Arkansas	0.000041819983000000000
1605	Keiser City	Mississippi County	Arkansas	0.000065363668000000000
1792	Kensett City	White County	Arkansas	0.000362397881000000000
1583	Keo Town	Lonoke County	Arkansas	0.000137063654000000000
1380	Kibler City	Crawford County	Arkansas	0.000431741065000000000
1349	Kingsland City	Cleveland County	Arkansas	0.000062036672000000000
1331	Knobel City	Clay County	Arkansas	0.000009218283000000000
1527	Knoxville Town	Johnson County	Arkansas	0.000058832739000000000
1529	Lafayette County	Lafayette County	Arkansas	0.000910619584000000000
1461	Lafe Town	Greene County	Arkansas	0.000028363178000000000
1551	Lagrange Town	Lee County	Arkansas	0.000008239503000000000
1369	Lake City	Craighead County	Arkansas	0.000259733220000000000
1660	Lake View City	Phillips County	Arkansas	0.000047133160000000000
1324	Lake Village City	Chicot County	Arkansas	0.000224886334000000000
1262	Lakeview City	Baxter County	Arkansas	0.000193402219000000000
1524	Lamar City	Johnson County	Arkansas	0.001021685446000000000
1735	Lavaca City	Sebastian County	Arkansas	0.000302604964000000000
1536	Lawrence County	Lawrence County	Arkansas	0.004807663922000000000
1604	Leachville City	Mississippi County	Arkansas	0.000232401768000000000
1290	Lead Hill Town	Boone County	Arkansas	0.000069168607000000000
1545	Lee County	Lee County	Arkansas	0.000989039387000000000
1448	Leola Town	Grant County	Arkansas	0.000013687190000000000
1669	Lepanto City	Poinsett County	Arkansas	0.000682260295000000000
1720	Leslie City	Searcy County	Arkansas	0.000254444370000000000
1791	Letona Town	White County	Arkansas	0.000096119422000000000
1535	Lewisville City	Lafayette County	Arkansas	0.000166148039000000000
1659	Lexa Town	Phillips County	Arkansas	0.000073056542000000000
1777	Lincoln City	Washington County	Arkansas	0.000464338472000000000
1557	Lincoln County	Lincoln County	Arkansas	0.001387881111000000000
1286	Little Flock City	Benton County	Arkansas	0.000530723850000000000
1556	Little River County	Little River County	Arkansas	0.003040825791000000000
1702	Little Rock City	Pulaski County	Arkansas	0.067135694892000000000
1742	Lockesburg City	Sevier County	Arkansas	0.000062672021000000000
1567	Logan County	Logan County	Arkansas	0.005058103018000000000
1685	London City	Pope County	Arkansas	0.000142372538000000000
1585	Lonoke City	Lonoke County	Arkansas	0.002452247983000000000
1575	Lonoke County	Lonoke County	Arkansas	0.005819398431000000000
1446	Lonsdale Town	Garland County	Arkansas	0.000094329280000000000
1647	Louann Town	Ouachita County	Arkansas	0.000021192610000000000
1272	Lowell City	Benton County	Arkansas	0.002449366017000000000
1609	Luxora City	Mississippi County	Arkansas	0.000119226662000000000
1547	Lynn Town	Lawrence County	Arkansas	0.000001385175000000000
1758	Madison City	St Francis County	Arkansas	0.000058260353000000000
1586	Madison County	Madison County	Arkansas	0.003196927018000000000
1566	Magazine City	Logan County	Arkansas	0.000318730520000000000
1486	Magness Town	Independence County	Arkansas	0.000014179443000000000
1354	Magnolia City	Columbia County	Arkansas	0.005824169272000000000

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1476	Malvern City	Hot Spring County	Arkansas	0.0038356959610000000000
1436	Mammoth Spring City	Fulton County	Arkansas	0.0000724083140000000000
1607	Manila City	Mississippi County	Arkansas	0.0004091246470000000000
1728	Mansfield City	Scott County, Sebastian County	Arkansas	0.0000079976690000000000
1552	Marianna City	Lee County	Arkansas	0.0008466482460000000000
1621	Marie Town	Mississippi County	Arkansas	0.0000098493390000000000
1392	Marion City	Crittenden County	Arkansas	0.0011269158290000000000
1592	Marion County	Marion County	Arkansas	0.0039523368670000000000
1670	Marked Tree City	Poinsett County	Arkansas	0.0009920215200000000000
1460	Marmaduke City	Greene County	Arkansas	0.0003917613040000000000
1724	Marshall City	Searcy County	Arkansas	0.0003917970790000000000
1662	Marvell City	Phillips County	Arkansas	0.0006103757150000000000
1701	Maumelle City	Pulaski County	Arkansas	0.0025720126880000000000
1420	Mayflower City	Faulkner County	Arkansas	0.0006086943290000000000
1705	Maynard Town	Randolph County	Arkansas	0.0000131405610000000000
1469	Mccaskill Town	Hempstead County	Arkansas	0.0000128944350000000000
1804	Mccrory City	Woodruff County	Arkansas	0.0001474839490000000000
1342	Mcdougal Town	Clay County	Arkansas	0.0000011891330000000000
1409	Mcgehee City	Desha County	Arkansas	0.0004299938560000000000
1472	Mcnab Town	Hempstead County	Arkansas	0.0000091510280000000000
1351	Mcneil City	Columbia County	Arkansas	0.0000063906940000000000
1795	Mcrae City	White County	Arkansas	0.0003078437300000000000
1501	Melbourne City	Izard County	Arkansas	0.0006872958650000000000
1678	Mena City	Polk County	Arkansas	0.0077168665920000000000
1363	Menifee Town	Conway County	Arkansas	0.0001061447700000000000
1736	Midland Town	Sebastian County	Arkansas	0.0000027016640000000000
1597	Miller County	Miller County	Arkansas	0.0037690945070000000000
1481	Mineral Springs City	Howard County	Arkansas	0.0001335692350000000000
1540	Minturn Town	Lawrence County	Arkansas	0.0000023238890000000000
1601	Mississippi County	Mississippi County	Arkansas	0.0045615034150000000000
1411	Mitchellville City	Desha County	Arkansas	0.0000001903180000000000
1376	Monette City	Craighead County	Arkansas	0.0002309879740000000000
1619	Monroe County	Monroe County	Arkansas	0.0007512672030000000000
1623	Montgomery County	Montgomery County	Arkansas	0.0022640916850000000000
1415	Monticello City	Drew County	Arkansas	0.0005267471960000000000
1256	Montrose City	Ashley County	Arkansas	0.0000598830680000000000
1495	Moorefield Town	Independence County	Arkansas	0.0000096160920000000000
1550	Moro Town	Lee County	Arkansas	0.0000198589470000000000
1357	Morrilton City	Conway County	Arkansas	0.0025971504690000000000
1574	Morrison Bluff Town	Logan County	Arkansas	0.0000017329000000000000
1626	Mount Ida City	Montgomery County	Arkansas	0.0001335506320000000000
1506	Mount Pleasant Town	Izard County	Arkansas	0.0001222946530000000000
1427	Mount Vernon Town	Faulkner County	Arkansas	0.0000716756590000000000
1263	Mountain Home City	Baxter County	Arkansas	0.0084471000250000000000
1451	Mountain Pine City	Garland County	Arkansas	0.0001113119890000000000
1757	Mountain View City	Stone County	Arkansas	0.0014442626050000000000
1374	Mountainburg City	Crawford County	Arkansas	0.0005058779860000000000
1378	Mulberry City	Crawford County	Arkansas	0.0008394962780000000000
1664	Murfreesboro City	Pike County	Arkansas	0.0004018782350000000000
1483	Nashville City	Howard County	Arkansas	0.0011740046300000000000
1631	Nevada County	Nevada County	Arkansas	0.0010429724980000000000
1491	Newark City	Independence County	Arkansas	0.0007439592590000000000
1510	Newport City	Jackson County	Arkansas	0.0029570241250000000000
1640	Newton County	Newton County	Arkansas	0.0025389559410000000000
1335	Nimmons Town	Clay County	Arkansas	0.0000014052090000000000
1264	Norfork City	Baxter County	Arkansas	0.0000717357600000000000

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1627	Norman Town	Montgomery County	Arkansas	0.000054255078000000000
1764	Norphlet City	Union County	Arkansas	0.000199309247000000000
1699	North Little Rock City	Pulaski County	Arkansas	0.016145764729000000000
1457	Oak Grove Heights Town	Greene County	Arkansas	0.000108133813000000000
1314	Oak Grove Town	Carroll County	Arkansas	0.000031881924000000000
1467	Oakhaven Town	Hempstead County	Arkansas	0.000008458440000000000
1630	Oden Town	Montgomery County	Arkansas	0.000002086349000000000
1565	Ogden City	Little River County	Arkansas	0.000000829960000000000
1492	Oil Trough Town	Independence County	Arkansas	0.000018456600000000000
1710	O'Kean Town	Randolph County	Arkansas	0.000001714297000000000
1322	Okolona Town	Clark County	Arkansas	0.000019046158000000000
1813	Ola City	Yell County	Arkansas	0.000262882776000000000
1293	Omaha Town	Boone County	Arkansas	0.000030405167000000000
1356	Oppelo City	Conway County	Arkansas	0.000090335457000000000
1608	Osceola City	Mississippi County	Arkansas	0.002492878833000000000
1642	Ouachita County	Ouachita County	Arkansas	0.002913601460000000000
1502	Oxford City	Izard County	Arkansas	0.000264156336000000000
1466	Ozan Town	Hempstead County	Arkansas	0.000011369025000000000
1438	Ozark City	Franklin County	Arkansas	0.001131238778000000000
1753	Palestine City	St Francis County	Arkansas	0.000190803585000000000
1796	Pangburn City	White County	Arkansas	0.000157168727000000000
1459	Paragould City	Greene County	Arkansas	0.010056390223000000000
1572	Paris City	Logan County	Arkansas	0.001616167421000000000
1255	Parkdale City	Ashley County	Arkansas	0.000007150537000000000
1399	Parkin City	Cross County	Arkansas	0.000145157198000000000
1471	Patmos Town	Hempstead County	Arkansas	0.000012638292000000000
1807	Patterson City	Woodruff County	Arkansas	0.000019780244000000000
1276	Pea Ridge City	Benton County	Arkansas	0.001099874863000000000
1337	Peach Orchard City	Clay County	Arkansas	0.000002743162000000000
1478	Perla Town	Hot Spring County	Arkansas	0.000015089537000000000
1648	Perry County	Perry County	Arkansas	0.002411764522000000000
1653	Perry Town	Perry County	Arkansas	0.000054813155000000000
1474	Perrytown Town	Hempstead County	Arkansas	0.000014218079000000000
1656	Perryville City	Perry County	Arkansas	0.000413931262000000000
1655	Phillips County	Phillips County	Arkansas	0.003245121955000000000
1336	Piggott City	Clay County	Arkansas	0.003895380125000000000
1661	Pike County	Pike County	Arkansas	0.003481536152000000000
1727	Pindall Town	Searcy County	Arkansas	0.000030350790000000000
1518	Pine Bluff City	Jefferson County	Arkansas	0.009840818047000000000
1508	Pineville Town	Izard County	Arkansas	0.000022012551000000000
1817	Plainview City	Yell County	Arkansas	0.000125505741000000000
1497	Pleasant Plains Town	Independence County	Arkansas	0.000024498139000000000
1355	Plumerville City	Conway County	Arkansas	0.000292462276000000000
1707	Pocahontas City	Randolph County	Arkansas	0.004671181241000000000
1666	Poinsett County	Poinsett County	Arkansas	0.004009911787000000000
1674	Polk County	Polk County	Arkansas	0.000691418478000000000
1334	Pollard City	Clay County	Arkansas	0.000004521853000000000
1681	Pope County	Pope County	Arkansas	0.008568421621000000000
1542	Portia Town	Lawrence County	Arkansas	0.000009455824000000000
1250	Portland City	Ashley County	Arkansas	0.000081334680000000000
1686	Pottsville City	Pope County	Arkansas	0.000356473681000000000
1549	Powhatan Town	Lawrence County	Arkansas	0.000001556891000000000
1452	Poyen Town	Grant County	Arkansas	0.000022812461000000000
1691	Prairie County	Prairie County	Arkansas	0.000903177130000000000
1780	Prairie Grove City	Washington County	Arkansas	0.000877670159000000000
1454	Prattsville Town	Grant County	Arkansas	0.000011406231000000000

BG Entity ID	Subdivision Name	County	State	Consolidated State Allocation
1632	Prescott City	Nevada County	Arkansas	0.0009255645940000000000
1698	Pulaski County	Pulaski County	Arkansas	0.0235361091910000000000
1588	Pyatt Town	Marion County	Arkansas	0.0000614356660000000000
1346	Quitman City	Cleburne County, Faulkner County	Arkansas	0.0007208763450000000000
1709	Randolph County	Randolph County	Arkansas	0.0005330491700000000000
1570	Ratcliff City	Logan County	Arkansas	0.0000381924840000000000
1708	Ravenden Springs Town	Randolph County	Arkansas	0.0000011433420000000000
1541	Ravenden Town	Lawrence County	Arkansas	0.0000212469840000000000
1341	Rector City	Clay County	Arkansas	0.0000565016950000000000
1526	Redfield City	Jefferson County	Arkansas	0.0001998887880000000000
1412	Reed Town	Desha County	Arkansas	0.0000092941250000000000
1711	Reyno City	Randolph County	Arkansas	0.0000017142970000000000
1350	Rison City	Cleveland County	Arkansas	0.0002661582580000000000
1479	Rockport City	Hot Spring County	Arkansas	0.0004662588290000000000
1625	Roe Town	Monroe County	Arkansas	0.0000062976820000000000
1277	Rogers City	Benton County	Arkansas	0.0174098086060000000000
1553	Rondo Town	Lee County	Arkansas	0.0000012821460000000000
1801	Rose Bud Town	White County	Arkansas	0.0002013326330000000000
1634	Rosston Town	Nevada County	Arkansas	0.0000127198570000000000
1383	Rudy Town	Crawford County	Arkansas	0.0000436101220000000000
1797	Russell Town	White County	Arkansas	0.0000727388670000000000
1689	Russellville City	Pope County	Arkansas	0.0091716010070000000000
1435	Salem City	Fulton County	Arkansas	0.0000449623850000000000
1268	Salesville City	Baxter County	Arkansas	0.0000644049210000000000
1717	Saline County	Saline County	Arkansas	0.0108002006620000000000
1718	Scott County	Scott County	Arkansas	0.0033804054870000000000
1571	Scranton City	Logan County	Arkansas	0.0000727531770000000000
1798	Searcy City	White County	Arkansas	0.0098808736490000000000
1722	Searcy County	Searcy County	Arkansas	0.0021162528570000000000
1726	Sebastian County	Sebastian County	Arkansas	0.0219348338340000000000
1543	Sedgwick Town	Lawrence County	Arkansas	0.0000053117460000000000
1738	Sevier County	Sevier County	Arkansas	0.0026130599490000000000
1714	Shannon Hills City	Saline County	Arkansas	0.0004981636480000000000
1743	Sharp County	Sharp County	Arkansas	0.0028118855300000000000
1453	Sheridan City	Grant County	Arkansas	0.0022766713080000000000
1517	Sherrill Town	Jefferson County	Arkansas	0.0000257616820000000000
1700	Sherwood City	Pulaski County	Arkansas	0.0042418298880000000000
1773	Shirley Town	Van Buren County	Arkansas	0.0000091453040000000000
1748	Sidney Town	Sharp County	Arkansas	0.0000357741520000000000
1274	Siloam Springs City	Benton County	Arkansas	0.0074777836440000000000
1766	Smackover City	Union County	Arkansas	0.0000080076860000000000
1548	Smithville Town	Lawrence County	Arkansas	0.0000016241460000000000
1295	South Lead Hill Town	Boone County	Arkansas	0.0000183135040000000000
1404	Sparkman City	Dallas County	Arkansas	0.0000350658240000000000
1285	Springdale City	Benton County, Washington County	Arkansas	0.0201367863330000000000
1280	Springtown Town	Benton County	Arkansas	0.0000029248950000000000
1749	St Francis County	St Francis County	Arkansas	0.0020442151630000000000
1245	St. Charles Town	Arkansas County	Arkansas	0.0000246641310000000000
1332	St. Francis City	Clay County	Arkansas	0.0000071376590000000000
1723	St. Joe Town	Searcy County	Arkansas	0.0000767570200000000000
1595	St. Paul Town	Madison County	Arkansas	0.0000416196480000000000
1537	Stamps City	Lafayette County	Arkansas	0.0001802072810000000000
1558	Star City	Lincoln County	Arkansas	0.0005648652700000000000
1645	Stephens City	Ouachita County	Arkansas	0.0001165865290000000000
1760	Stone County	Stone County	Arkansas	0.0028377688440000000000
1546	Strawberry Town	Lawrence County	Arkansas	0.0000069287380000000000

BG Entity ID	Subdivision Name	County	State	Consolidated State Allocation
1769	Strong City	Union County	Arkansas	0.000029361993000000000
1248	Stuttgart City	Arkansas County	Arkansas	0.002203815101000000000
1573	Subiaco Town	Logan County	Arkansas	0.000109146937000000000
1338	Success Town	Clay County	Arkansas	0.000001784415000000000
1493	Sulphur Rock Town	Independence County	Arkansas	0.000032654646000000000
1279	Sulphur Springs City	Benton County	Arkansas	0.000120908047000000000
1593	Summit City	Marion County	Arkansas	0.000074467474000000000
1394	Sunset Town	Crittenden County	Arkansas	0.000016041130000000000
1507	Swifton City	Jackson County	Arkansas	0.000178930859000000000
1358	Taylor City	Columbia County	Arkansas	0.000014103602000000000
1599	Texarkana City	Miller County	Arkansas	0.007683955804000000000
1304	Thornton City	Calhoun County	Arkansas	0.000022437548000000000
1413	Tillar City	Desha County, Drew County	Arkansas	0.000003265465000000000
1307	Tinsman Town	Calhoun County	Arkansas	0.000003150987000000000
1487	Tollette Town	Howard County	Arkansas	0.000032731918000000000
1781	Tontitown City	Washington County	Arkansas	0.000610355681000000000
1715	Traskwood City	Saline County	Arkansas	0.000177678764000000000
1672	Trumann City	Poinsett County	Arkansas	0.002319945153000000000
1509	Tuckerman City	Jackson County	Arkansas	0.000405439909000000000
1455	Tull Town	Grant County	Arkansas	0.000030797252000000000
1512	Tupelo Town	Jackson County	Arkansas	0.000005171511000000000
1389	Turrell City	Crittenden County	Arkansas	0.000090687475000000000
1426	Twin Groves Town	Faulkner County	Arkansas	0.000156102657000000000
1676	Tyronza City	Poinsett County	Arkansas	0.000382955139000000000
1696	Ulm Town	Prairie County	Arkansas	0.000000897216000000000
1763	Union County	Union County	Arkansas	0.004520045466000000000
1299	Valley Springs Town	Boone County	Arkansas	0.000032716177000000000
1377	Van Buren City	Crawford County	Arkansas	0.017649031789000000000
1772	Van Buren County	Van Buren County	Arkansas	0.003641848711000000000
1682	Vandervoort Town	Polk County	Arkansas	0.000000659675000000000
1615	Victoria Town	Mississippi County	Arkansas	0.000005446257000000000
1424	Vilonia City	Faulkner County	Arkansas	0.001035441323000000000
1439	Viola Town	Fulton County	Arkansas	0.000032700437000000000
1525	Wabbaseka Town	Jefferson County	Arkansas	0.000082530968000000000
1673	Waldenburg Town	Poinsett County	Arkansas	0.000023526513000000000
1359	Waldo City	Columbia County	Arkansas	0.000028426141000000000
1719	Waldron City	Scott County	Arkansas	0.001501465474000000000
1544	Walnut Ridge City	Lawrence County	Arkansas	0.000315460763000000000
1584	Ward City	Lonoke County	Arkansas	0.001482609634000000000
1308	Warren City	Bradley County	Arkansas	0.001331456688000000000
1468	Washington City	Hempstead County	Arkansas	0.000014218079000000000
1775	Washington County	Washington County	Arkansas	0.020141562897000000000
1408	Watson City	Desha County	Arkansas	0.000005695240000000000
1675	Weiner City	Poinsett County	Arkansas	0.000115016760000000000
1516	Weldon Town	Jackson County	Arkansas	0.000015514534000000000
1784	West Fork City	Washington County	Arkansas	0.000278779379000000000
1388	West Memphis City	Crittenden County	Arkansas	0.006402086383000000000
1800	West Point Town	White County	Arkansas	0.000031173596000000000
1638	Western Grove Town	Newton County	Arkansas	0.000057204300000000000
1752	Wheatley City	St Francis County	Arkansas	0.000050976735000000000
1329	Whelen Springs Town	Clark County	Arkansas	0.000002381128000000000
1785	White County	White County	Arkansas	0.009979591705000000000
1522	White Hall City	Jefferson County	Arkansas	0.000551959387000000000
1680	Wickes Town	Polk County	Arkansas	0.000001422380000000000
1754	Widener Town	St Francis County	Arkansas	0.000014565804000000000
1437	Wiederkehr Village City	Franklin County	Arkansas	0.000015955272000000000

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1755	Williford Town	Sharp County	Arkansas	0.000025041906000000000
1637	Willisville Town	Nevada County	Arkansas	0.000003913692000000000
1416	Wilmar City	Drew County	Arkansas	0.000018078825000000000
1259	Wilmot City	Ashley County	Arkansas	0.000171605744000000000
1616	Wilson City	Mississippi County	Arkansas	0.000038733390000000000
1562	Wilton City	Little River County	Arkansas	0.000002323889000000000
1418	Winchester Town	Drew County	Arkansas	0.000011094280000000000
1778	Winslow City	Washington County	Arkansas	0.000059329284000000000
1569	Winthrop City	Little River County	Arkansas	0.000004315794000000000
1805	Woodruff County	Woodruff County	Arkansas	0.002136270641000000000
1425	Wooster Town	Faulkner County	Arkansas	0.000052930004000000000
1706	Wrightsville City	Pulaski County	Arkansas	0.000089014675000000000
1400	Wynne City	Cross County	Arkansas	0.001541190523000000000
1809	Yell County	Yell County	Arkansas	0.005032932325000000000
1596	Yellville City	Marion County	Arkansas	0.000268081476000000000
1292	Zinc Town	Boone County	Arkansas	0.000018492375000000000
2222	Adelanto City	San Bernardino County	California	
2079	Agoura Hills City	Los Angeles County	California	
1924	Alameda City	Alameda County	California	
1919	Alameda County	Alameda County	California	
1928	Albany City	Alameda County	California	
2012	Alhambra City	Los Angeles County	California	
2147	Aliso Viejo City	Orange County	California	
1935	Amador County	Amador County	California	
2118	American Canyon City	Napa County	California	
2125	Anaheim City	Orange County	California	
2299	Anderson City	Shasta County	California	
2213	Apple Valley Town	San Bernardino County	California	
2011	Arcadia City	Los Angeles County	California	
1981	Arcata City	Humboldt County	California	
2250	Arroyo Grande City	San Luis Obispo County	California	
2074	Artesia City	Los Angeles County	California	
1999	Arvin City	Kern County	California	
2254	Atascadero City	San Luis Obispo County	California	
2105	Atwater City	Merced County	California	
2160	Auburn City	Placer County	California	
2006	Avenal City	Kings County	California	
2014	Azusa City	Los Angeles County	California	
1993	Bakersfield City	Kern County	California	
2018	Baldwin Park City	Los Angeles County	California	
2167	Banning City	Riverside County	California	
2203	Barstow City	San Bernardino County	California	
2165	Beaumont City	Riverside County	California	
2016	Bell City	Los Angeles County	California	
2077	Bell Gardens City	Los Angeles County	California	
2061	Bellflower City	Los Angeles County	California	
2256	Belmont City	San Mateo County	California	
2305	Benicia City	Solano County	California	
1923	Berkeley City	Alameda County	California	
2017	Beverly Hills City	Los Angeles County	California	
2166	Blythe City	Riverside County	California	
1984	Brawley City	Imperial County	California	
2126	Brea City	Orange County	California	
1942	Brentwood City	Contra Costa County	California	
2127	Buena Park City	Orange County	California	
2015	Burbank City	Los Angeles County	California	

BG Entity ID	Subdivision Name	County	State	Consolidated State Allocation
2257	Burlingame City	San Mateo County	California	
1944	Butte County	Butte County	California	
2060	Calabasas City	Los Angeles County	California	
1941	Calaveras County	Calaveras County	California	
1991	Calexico City	Imperial County	California	
2002	California City	Kern County	California	
2345	Camarillo City	Ventura County	California	
2281	Campbell City	Santa Clara County	California	
2183	Canyon Lake City	Riverside County	California	
2295	Capitola City	Santa Cruz County	California	
2219	Carlsbad City	San Diego County	California	
2277	Carpinteria City	Santa Barbara County	California	
2088	Carson City	Los Angeles County	California	
2185	Cathedral City	Riverside County	California	
2320	Ceres City	Stanislaus County	California	
2020	Cerritos City	Los Angeles County	California	
1939	Chico City	Butte County	California	
2204	Chino City	San Bernardino County	California	
2214	Chino Hills City	San Bernardino County	California	
2090	Chowchilla City	Madera County	California	
2225	Chula Vista City	San Diego County	California	
2197	Citrus Heights City	Sacramento County	California	
1945	City Of Antioch	Contra Costa County	California	
2252	City Of Lathrop	San Joaquin County	California	
2293	City Of Santa Cruz	Santa Cruz County	California	
2019	Claremont City	Los Angeles County	California	
1961	Clayton City	Contra Costa County	California	
2010	Clearlake City	Lake County	California	
1969	Clovis City	Fresno County	California	
2170	Coachella City	Riverside County	California	
1970	Coalinga City	Fresno County	California	
2201	Colton City	San Bernardino County	California	
1946	Colusa County	Colusa County	California	
2071	Commerce City	Los Angeles County	California	
2022	Compton City	Los Angeles County	California	
1948	Concord City	Contra Costa County	California	
1943	Contra Costa County	Contra Costa County	California	
2003	Corcoran City	Kings County	California	
2168	Corona City	Riverside County	California	
2226	Coronado City	San Diego County	California	
2130	Costa Mesa City	Orange County	California	
2021	Covina City	Los Angeles County	California	
2075	Cudahy City	Los Angeles County	California	
2024	Culver City	Los Angeles County	California	
2280	Cupertino City	Santa Clara County	California	
2148	Cypress City	Orange County	California	
2262	Daly City	San Mateo County	California	
2151	Dana Point City	Orange County	California	
1956	Danville Town	Contra Costa County	California	
2346	Davis City	Yolo County	California	
1960	Del Norte County	Del Norte County	California	
1988	Delano City	Kern County	California	
2184	Desert Hot Springs City	Riverside County	California	
2063	Diamond Bar City	Los Angeles County	California	
2326	Dinuba City	Tulare County	California	
2307	Dixon City	Solano County	California	

BG Entity ID	Subdivision Name	County	State	Consolidated State Allocation
2059	Downey City	Los Angeles County	California	
2068	Duarte City	Los Angeles County	California	
1938	Dublin City	Alameda County	California	
2270	East Palo Alto City	San Mateo County	California	
2182	Eastvale City	Riverside County	California	
2229	El Cajon City	San Diego County	California	
1992	El Centro City	Imperial County	California	
1947	El Cerrito City	Contra Costa County	California	
1965	El Dorado County	El Dorado County	California	
2026	El Monte City	Los Angeles County	California	
2249	El Paso De Robles (Paso Robles) City	San Luis Obispo County	California	
2023	El Segundo City	Los Angeles County	California	
2198	Elk Grove City	Sacramento County	California	
1925	Emeryville City	Alameda County	California	
2233	Encinitas City	San Diego County	California	
2227	Escondido City	San Diego County	California	
1983	Eureka City	Humboldt County	California	
2324	Exeter City	Tulare County	California	
2308	Fairfield City	Solano County	California	
2337	Farmersville City	Tulare County	California	
2343	Fillmore City	Ventura County	California	
2190	Folsom City	Sacramento County	California	
2202	Fontana City	San Bernardino County	California	
1985	Fortuna City	Humboldt County	California	
2271	Foster City	San Mateo County	California	
2153	Fountain Valley City	Orange County	California	
1927	Fremont City	Alameda County	California	
1971	Fresno City	Fresno County	California	
1968	Fresno County	Fresno County	California	
2131	Fullerton City	Orange County	California	
2195	Galt City	Sacramento County	California	
2132	Garden Grove City	Orange County	California	
2027	Gardena City	Los Angeles County	California	
2279	Gilroy City	Santa Clara County	California	
2029	Glendale City	Los Angeles County	California	
2030	Glendora City	Los Angeles County	California	
1982	Glenn County	Glenn County	California	
2276	Goleta City	Santa Barbara County	California	
2224	Grand Terrace City	San Bernardino County	California	
2120	Grass Valley City	Nevada County	California	
2113	Greenfield City	Monterey County	California	
2251	Grover Beach City	San Luis Obispo County	California	
2269	Half Moon Bay City	San Mateo County	California	
2001	Hanford City	Kings County	California	
2083	Hawaiian Gardens City	Los Angeles County	California	
2028	Hawthorne City	Los Angeles County	California	
1926	Hayward City	Alameda County	California	
2309	Healdsburg City	Sonoma County	California	
2173	Hemet City	Riverside County	California	
1949	Hercules City	Contra Costa County	California	
2025	Hermosa Beach City	Los Angeles County	California	
2211	Hesperia City	San Bernardino County	California	
2212	Highland City	San Bernardino County	California	
7017	Hillsborough Town	San Mateo County	California	
2199	Hollister City	San Benito County	California	
1980	Humboldt County	Humboldt County	California	

BG Entity ID	Subdivision Name	County	State	Consolidated State Allocation
2129	Huntington Beach City	Orange County	California	
2033	Huntington Park City	Los Angeles County	California	
2231	Imperial Beach City	San Diego County	California	
1987	Imperial City	Imperial County	California	
1986	Imperial County	Imperial County	California	
2172	Indio City	Riverside County	California	
2032	Inglewood City	Los Angeles County	California	
1990	Inyo County	Inyo County	California	
2152	Irvine City	Orange County	California	
2179	Jurupa Valley City	Riverside County	California	
1976	Kerman City	Fresno County	California	
1989	Kern County	Kern County	California	
2110	King City	Monterey County	California	
1998	Kings County	Kings County	California	
1972	Kingsburg City	Fresno County	California	
2089	La Cañada Flintridge City	Los Angeles County	California	
2136	La Habra City	Orange County	California	
2230	La Mesa City	San Diego County	California	
2078	La Mirada City	Los Angeles County	California	
2128	La Palma City	Orange County	California	
2031	La Puente City	Los Angeles County	California	
2189	La Quinta City	Riverside County	California	
2034	La Verne City	Los Angeles County	California	
1962	Lafayette City	Contra Costa County	California	
2135	Laguna Beach City	Orange County	California	
2144	Laguna Hills City	Orange County	California	
2154	Laguna Niguel City	Orange County	California	
2145	Laguna Woods City	Orange County	California	
2007	Lake County	Lake County	California	
2169	Lake Elsinore City	Riverside County	California	
2141	Lake Forest City	Orange County	California	
2005	Lakeport City	Lake County	California	
2036	Lakewood City	Los Angeles County	California	
2085	Lancaster City	Los Angeles County	California	
2094	Larkspur City	Marin County	California	
2009	Lassen County	Lassen County	California	
2076	Lawndale City	Los Angeles County	California	
2238	Lemon Grove City	San Diego County	California	
2004	Lemoore City	Kings County	California	
2159	Lincoln City	Placer County	California	
2330	Lindsay City	Tulare County	California	
1930	Livermore City	Alameda County	California	
2103	Livingston City	Merced County	California	
2243	Lodi City	San Joaquin County	California	
2218	Loma Linda City	San Bernardino County	California	
2084	Lomita City	Los Angeles County	California	
2274	Lompoc City	Santa Barbara County	California	
2037	Long Beach City	Los Angeles County	California	
2150	Los Alamitos City	Orange County	California	
2282	Los Altos City	Santa Clara County	California	
2035	Los Angeles City	Los Angeles County	California	
2013	Los Angeles County	Los Angeles County	California	
2104	Los Banos City	Merced County	California	
2283	Los Gatos Town	Santa Clara County	California	
2040	Lynwood City	Los Angeles County	California	
2092	Madera City	Madera County	California	

BG Entity ID	Subdivision Name	County	State	Consolidated State Allocation
2091	Madera County	Madera County	California	Allocations in California will be made in accordance with the California State-Subdivision Agreement.
2064	Malibu City	Los Angeles County	California	
2041	Manhattan Beach City	Los Angeles County	California	
2241	Manteca City	San Joaquin County	California	
2093	Marin County	Marin County	California	
2119	Marina City	Monterey County	California	
2097	Mariposa County	Mariposa County	California	
1950	Martinez City	Contra Costa County	California	
2354	Marysville City	Yuba County	California	
2038	Maywood City	Los Angeles County	California	
1994	Mcfarland City	Kern County	California	
2100	Mendocino County	Mendocino County	California	
1973	Mendota City	Fresno County	California	
2176	Menifee City	Riverside County	California	
2260	Menlo Park City	San Mateo County	California	
2106	Merced City	Merced County	California	
2101	Merced County	Merced County	California	
2095	Mill Valley City	Marin County	California	
2265	Millbrae City	San Mateo County	California	
2286	Milpitas City	Santa Clara County	California	
2149	Mission Viejo City	Orange County	California	
2318	Modesto City	Stanislaus County	California	
2108	Modoc County	Modoc County	California	
2107	Mono County	Mono County	California	
2042	Monrovia City	Los Angeles County	California	
2217	Montclair City	San Bernardino County	California	
2039	Montebello City	Los Angeles County	California	
2117	Monterey City	Monterey County	California	
2109	Monterey County	Monterey County	California	
2043	Monterey Park City	Los Angeles County	California	
2347	Moorpark City	Ventura County	California	
1966	Moraga Town	Contra Costa County	California	
2186	Moreno Valley City	Riverside County	California	
2287	Morgan Hill City	Santa Clara County	California	
2259	Morro Bay City	San Luis Obispo County	California	
2288	Mountain View City	Santa Clara County	California	
2181	Murrieta City	Riverside County	California	
2122	Napa City	Napa County	California	
2115	Napa County	Napa County	California	
2235	National City	San Diego County	California	
2121	Nevada County	Nevada County	California	
1929	Newark City	Alameda County	California	
2319	Newman City	Stanislaus County	California	
2133	Newport Beach City	Orange County	California	
2188	Norco City	Riverside County	California	
2066	Norwalk City	Los Angeles County	California	
2099	Novato City	Marin County	California	
2321	Oakdale City	Stanislaus County	California	
1932	Oakland City	Alameda County	California	
1952	Oakley City	Contra Costa County	California	
2228	Oceanside City	San Diego County	California	
2206	Ontario City	San Bernardino County	California	
2134	Orange City	Orange County	California	
2123	Orange County	Orange County	California	
1977	Orange Cove City	Fresno County	California	
1959	Orinda City	Contra Costa County	California	

BG Entity ID	Subdivision Name	County	State	Consolidated State Allocation
1940	Oroville City	Butte County	California	
2344	Oxnard City	Ventura County	California	
2111	Pacific Grove City	Monterey County	California	
2266	Pacifica City	San Mateo County	California	
2187	Palm Desert City	Riverside County	California	
2174	Palm Springs City	Riverside County	California	
2086	Palmdale City	Los Angeles County	California	
2284	Palo Alto City	Santa Clara County	California	
2045	Palos Verdes Estates City	Los Angeles County	California	
2070	Paramount City	Los Angeles County	California	
1974	Parlier City	Fresno County	California	
2044	Pasadena City	Los Angeles County	California	
2322	Patterson City	Stanislaus County	California	
2175	Perris City	Riverside County	California	
2313	Petaluma City	Sonoma County	California	
2067	Pico Rivera City	Los Angeles County	California	
1931	Piedmont City	Alameda County	California	
1954	Pinole City	Contra Costa County	California	
1951	Pittsburg City	Contra Costa County	California	
2137	Placentia City	Orange County	California	
2157	Placer County	Placer County	California	
1967	Placerville City	El Dorado County	California	
1963	Pleasant Hill City	Contra Costa County	California	
1934	Pleasanton City	Alameda County	California	
2162	Plumas County	Plumas County	California	
2047	Pomona City	Los Angeles County	California	
2340	Port Hueneme City	Ventura County	California	
2333	Porterville City	Tulare County	California	
2234	Poway City	San Diego County	California	
2196	Rancho Cordova City	Sacramento County	California	
2221	Rancho Cucamonga City	San Bernardino County	California	
2192	Rancho Mirage City	Riverside County	California	
2087	Rancho Palos Verdes City	Los Angeles County	California	
2146	Rancho Santa Margarita City	Orange County	California	
2336	Red Bluff City	Tehama County	California	
2298	Redding City	Shasta County	California	
2205	Redlands City	San Bernardino County	California	
2046	Redondo Beach City	Los Angeles County	California	
2264	Redwood City	San Mateo County	California	
1978	Reedley City	Fresno County	California	
2208	Rialto City	San Bernardino County	California	
1953	Richmond City	Contra Costa County	California	
2000	Ridgecrest City	Kern County	California	
2242	Ripon City	San Joaquin County	California	
2327	Riverbank City	Stanislaus County	California	
2171	Riverside City	Riverside County	California	
2163	Riverside County	Riverside County	California	
2161	Rocklin City	Placer County	California	
2317	Rohnert Park City	Sonoma County	California	
2082	Rosemead City	Los Angeles County	California	
2164	Roseville City	Placer County	California	
2194	Sacramento City	Sacramento County	California	
2191	Sacramento County	Sacramento County	California	
2112	Salinas City	Monterey County	California	
2098	San Anselmo Town	Marin County	California	
2193	San Benito County	San Benito County	California	

BG Entity ID	Subdivision Name	County	State	Consolidated State Allocation
2207	San Bernardino City	San Bernardino County	California	
2200	San Bernardino County	San Bernardino County	California	
2261	San Bruno City	San Mateo County	California	
2341	San Buenaventura (Ventura) City	Ventura County	California	
2267	San Carlos City	San Mateo County	California	
2138	San Clemente City	Orange County	California	
2236	San Diego City	San Diego County	California	
2223	San Diego County	San Diego County	California	
2080	San Dimas City	Los Angeles County	California	
2048	San Fernando City	Los Angeles County	California	
2245	San Francisco City	San Francisco	California	
2051	San Gabriel City	Los Angeles County	California	
2178	San Jacinto City	Riverside County	California	
2240	San Joaquin County	San Joaquin County	California	
2285	San Jose City	Santa Clara County	California	
2158	San Juan Capistrano City	Orange County	California	
1933	San Leandro City	Alameda County	California	
2255	San Luis Obispo City	San Luis Obispo County	California	
2248	San Luis Obispo County	San Luis Obispo County	California	
2246	San Marcos City	San Diego County	California	
2049	San Marino City	Los Angeles County	California	
2263	San Mateo City	San Mateo County	California	
2253	San Mateo County	San Mateo County	California	
1957	San Pablo City	Contra Costa County	California	
2096	San Rafael City	Marin County	California	
1958	San Ramon City	Contra Costa County	California	
1979	Sanger City	Fresno County	California	
2139	Santa Ana City	Orange County	California	
2273	Santa Barbara City	Santa Barbara County	California	
2272	Santa Barbara County	Santa Barbara County	California	
2291	Santa Clara City	Santa Clara County	California	
2278	Santa Clara County	Santa Clara County	California	
2065	Santa Clarita City	Los Angeles County	California	
2292	Santa Cruz County	Santa Cruz County	California	
2069	Santa Fe Springs City	Los Angeles County	California	
2275	Santa Maria City	Santa Barbara County	California	
2050	Santa Monica City	Los Angeles County	California	
2342	Santa Paula City	Ventura County	California	
2311	Santa Rosa City	Sonoma County	California	
2239	Santee City	San Diego County	California	
2290	Saratoga City	Santa Clara County	California	
2297	Scotts Valley City	Santa Cruz County	California	
2140	Seal Beach City	Orange County	California	
2116	Seaside City	Monterey County	California	
1975	Selma City	Fresno County	California	
1995	Shafter City	Kern County	California	
2296	Shasta County	Shasta County	California	
2301	Shasta Lake City	Shasta County	California	
2052	Sierra Madre City	Los Angeles County	California	
2054	Signal Hill City	Los Angeles County	California	
2349	Simi Valley City	Ventura County	California	
2302	Siskiyou County	Siskiyou County	California	
2232	Solana Beach City	San Diego County	California	
2303	Solano County	Solano County	California	
2114	Soledad City	Monterey County	California	
2314	Sonoma City	Sonoma County	California	

BG Entity ID	Subdivision Name	County	State	Consolidated State Allocation
2312	Sonoma County	Sonoma County	California	
2072	South El Monte City	Los Angeles County	California	
2053	South Gate City	Los Angeles County	California	
1964	South Lake Tahoe City	El Dorado County	California	
2056	South Pasadena City	Los Angeles County	California	
2268	South San Francisco City	San Mateo County	California	
2316	Stanislaus County	Stanislaus County	California	
2142	Stanton City	Orange County	California	
2247	Stockton City	San Joaquin County	California	
2310	Suisun City	Solano County	California	
2289	Sunnyvale City	Santa Clara County	California	
2008	Susanville City	Lassen County	California	
2328	Sutter County	Sutter County	California	
1996	Tehachapi City	Kern County	California	
2331	Tehama County	Tehama County	California	
2180	Temecula City	Riverside County	California	
2081	Temple City	Los Angeles County	California	
2348	Thousand Oaks City	Ventura County	California	
2055	Torrance City	Los Angeles County	California	
2244	Tracy City	San Joaquin County	California	
2329	Trinity County	Trinity County	California	
2124	Truckee Town	Nevada County	California	
2334	Tulare City	Tulare County	California	
2332	Tulare County	Tulare County	California	
2339	Tuolumne County	Tuolumne County	California	
2325	Turlock City	Stanislaus County	California	
2143	Tustin City	Orange County	California	
2215	Twentynine Palms City	San Bernardino County	California	
2102	Ukiah City	Mendocino County	California	
1936	Union City	Alameda County	California	
2210	Upland City	San Bernardino County	California	
2304	Vacaville City	Solano County	California	
2306	Vallejo City	Solano County	California	
2338	Ventura County	Ventura County	California	
2220	Victorville City	San Bernardino County	California	
2335	Visalia City	Tulare County	California	
2237	Vista City	San Diego County	California	
2073	Walnut City	Los Angeles County	California	
1955	Walnut Creek City	Contra Costa County	California	
1997	Wasco City	Kern County	California	
2294	Watsonville City	Santa Cruz County	California	
2057	West Covina City	Los Angeles County	California	
2062	West Hollywood City	Los Angeles County	California	
2350	West Sacramento City	Yolo County	California	
2155	Westminster City	Orange County	California	
2058	Whittier City	Los Angeles County	California	
2177	Wildomar City	Riverside County	California	
2315	Windsor Town	Sonoma County	California	
2351	Woodland City	Yolo County	California	
2352	Yolo County	Yolo County	California	
2156	Yorba Linda City	Orange County	California	
2323	Yuba City	Sutter County	California	
2353	Yuba County	Yuba County	California	
2216	Yucaipa City	San Bernardino County	California	
2209	Yucca Valley Town	San Bernardino County	California	
2357	Adams County	Adams County	Colorado	

BG Entity ID	Subdivision Name	County	State	Consolidated State Allocation
13013	Aguilar Town	Las Animas County	Colorado	
13097	Akron Town	Washington County	Colorado	
2364	Alamosa City	Alamosa County	Colorado	
2365	Alamosa County	Alamosa County	Colorado	
13058	Alma Town	Park County	Colorado	
12931	Antonito Town	Conejos County	Colorado	
2368	Arapahoe County	Arapahoe County	Colorado	
2369	Archuleta County	Archuleta County	Colorado	
13019	Arriba Town	Lincoln County	Colorado	
2358	Arvada City	Adams County, Jefferson County	Colorado	
13054	Aspen City	Pitkin County	Colorado	
13098	Ault Town	Weld County	Colorado	
2360	Aurora City	Adams County, Arapahoe County, Douglas County	Colorado	
12957	Avon Town	Eagle County	Colorado	
2377	Baca County	Baca County	Colorado	
12948	Basalt Town	Eagle County, Pitkin County	Colorado	
13009	Bayfield Town	La Plata County	Colorado	
12892	Bennett Town	Adams County, Arapahoe County	Colorado	
2374	Bent County	Bent County	Colorado	
13010	Berthoud Town	Larimer County, Weld County	Colorado	
13001	Bethune Town	Kit Carson County	Colorado	
2405	Black Hawk City	Gilpin County	Colorado	
12935	Blanca Town	Costilla County	Colorado	
13091	Blue River Town	Summit County	Colorado	
13064	Boone Town	Pueblo County	Colorado	
2378	Boulder City	Boulder County	Colorado	
2370	Boulder County	Boulder County	Colorado	
12895	Bow Mar Town	Arapahoe County	Colorado	
13014	Branson Town	Las Animas County	Colorado	
13087	Breckenridge Town	Summit County	Colorado	
2361	Brighton City	Adams County, Weld County	Colorado	
12969	Brookside Town	Fremont County	Colorado	
13040	Brush City	Morgan County	Colorado	
12921	Buena Vista Town	Chaffee County	Colorado	
13002	Burlington City	Kit Carson County	Colorado	
12962	Calhan Town	El Paso County	Colorado	
12897	Campo Town	Baca County	Colorado	
2398	Cañon City	Fremont County	Colorado	
12977	Carbondale Town	Garfield County	Colorado	
2395	Castle Pines City	Douglas County	Colorado	
2396	Castle Rock Town	Douglas County	Colorado	
12943	Cedaredge Town	Delta County	Colorado	
2373	Centennial City	Arapahoe County	Colorado	
13076	Center Town	Rio Grande County, Saguache County	Colorado	
12978	Central City	Clear Creek County, Gilpin County	Colorado	
2386	Chaffee County	Chaffee County	Colorado	
13044	Cheraw Town	Otero County	Colorado	
12901	Cherry Hills Village City	Arapahoe County	Colorado	
2382	Cheyenne County	Cheyenne County	Colorado	
12929	Cheyenne Wells Town	Cheyenne County	Colorado	
2384	City and County of Broomfield	Broomfield County	Colorado	
13030	City Of Creede Town	Mineral County	Colorado	
2385	Clear Creek County	Clear Creek County	Colorado	
12968	Coal Creek Town	Fremont County	Colorado	
13015	Cokedale Town	Las Animas County	Colorado	

BG Entity ID	Subdivision Name	County	State	Consolidated State Allocation
13031	Collbran Town	Mesa County	Colorado	
2399	Colorado Springs City	El Paso County	Colorado	
12902	Columbine Valley Town	Arapahoe County	Colorado	
2356	Commerce City	Adams County	Colorado	
2387	Conejos County	Conejos County	Colorado	
13033	Cortez City	Montezuma County	Colorado	
2388	Costilla County	Costilla County	Colorado	
13034	Craig City	Moffat County	Colorado	
12946	Crawford Town	Delta County	Colorado	
12987	Crested Butte Town	Gunnison County	Colorado	
13074	Crestone Town	Saguache County	Colorado	
13093	Cripple Creek City	Teller County	Colorado	
13027	Crook Town	Logan County	Colorado	
2383	Crowley County	Crowley County	Colorado	
12937	Crowley Town	Crowley County	Colorado	
2391	Custer County	Custer County	Colorado	
13101	Dacono City	Weld County	Colorado	
13024	De Beque Town	Mesa County	Colorado	
12903	Deer Trail Town	Arapahoe County	Colorado	
13068	Del Norte Town	Rio Grande County	Colorado	
12945	Delta City	Delta County	Colorado	
2390	Delta County	Delta County	Colorado	
2389	Denver City	Denver	Colorado	
13088	Dillon Town	Summit County	Colorado	
13032	Dinosaur Town	Moffat County	Colorado	
2393	Dolores County	Dolores County	Colorado	
13035	Dolores Town	Montezuma County	Colorado	
2392	Douglas County	Douglas County	Colorado	
12951	Dove Creek Town	Dolores County	Colorado	
2418	Durango City	La Plata County	Colorado	
13000	Eads Town	Kiowa County	Colorado	
2404	Eagle County	Eagle County	Colorado	
12953	Eagle Town	Eagle County	Colorado	
13099	Eaton Town	Weld County	Colorado	
13115	Eckley Town	Yuma County	Colorado	
12995	Edgewater City	Jefferson County	Colorado	
2401	El Paso County	El Paso County	Colorado	
2402	Elbert County	Elbert County	Colorado	
12959	Elizabeth Town	Elbert County	Colorado	
12925	Empire Town	Clear Creek County	Colorado	
2366	Englewood City	Arapahoe County	Colorado	
2381	Erie Town	Boulder County, Weld County	Colorado	
13011	Estes Park Town	Larimer County	Colorado	
2463	Evans City	Weld County	Colorado	
13057	Fairplay Town	Park County	Colorado	
2359	Federal Heights City	Adams County	Colorado	
2462	Firestone Town	Weld County	Colorado	
13005	Flagler Town	Kit Carson County	Colorado	
13022	Fleming Town	Logan County	Colorado	
12971	Florence City	Fremont County	Colorado	
2421	Fort Collins City	Larimer County	Colorado	
13102	Fort Lupton City	Weld County	Colorado	
2438	Fort Morgan City	Morgan County	Colorado	
2400	Fountain City	El Paso County	Colorado	
13046	Fowler Town	Otero County	Colorado	
12898	Foxfield Town	Arapahoe County	Colorado	

BG Entity ID	Subdivision Name	County	State	Consolidated State Allocation
12980	Fraser Town	Grand County	Colorado	
2465	Frederick Town	Weld County	Colorado	
2406	Fremont County	Fremont County	Colorado	
13089	Frisco Town	Summit County	Colorado	
2439	Fruita City	Mesa County	Colorado	
13104	Garden City Town	Weld County	Colorado	
2403	Garfield County	Garfield County	Colorado	
13020	Genoa Town	Lincoln County	Colorado	
12924	Georgetown Town	Clear Creek County	Colorado	
13100	Gilcrest Town	Weld County	Colorado	
2408	Gilpin County	Gilpin County	Colorado	
12900	Glendale City	Arapahoe County	Colorado	
12979	Glenwood Springs City	Garfield County	Colorado	
2415	Golden City	Jefferson County	Colorado	
13059	Granada Town	Prowers County	Colorado	
12983	Granby Town	Grand County	Colorado	
2410	Grand County	Grand County	Colorado	
2431	Grand Junction City	Mesa County	Colorado	
12974	Grand Lake Town	Grand County	Colorado	
2464	Greeley City	Weld County	Colorado	
12964	Green Mountain Falls Town	El Paso County, Teller County	Colorado	
2367	Greenwood Village City	Arapahoe County	Colorado	
13103	Grover Town	Weld County	Colorado	
12986	Gunnison City	Gunnison County	Colorado	
2411	Gunnison County	Gunnison County	Colorado	
12954	Gypsum Town	Eagle County	Colorado	
13060	Hartman Town	Prowers County	Colorado	
12999	Haswell Town	Kiowa County	Colorado	
13052	Haxtun Town	Phillips County	Colorado	
13071	Hayden Town	Routt County	Colorado	
13042	Hillrose Town	Morgan County	Colorado	
2407	Hinsdale County	Hinsdale County	Colorado	
13061	Holly Town	Prowers County	Colorado	
13053	Holyoke City	Phillips County	Colorado	
12904	Hooper Town	Alamosa County	Colorado	
12973	Hot Sulphur Springs Town	Grand County	Colorado	
12944	Hotchkiss Town	Delta County	Colorado	
2467	Hudson Town	Weld County	Colorado	
2409	Huerfano County	Huerfano County	Colorado	
13021	Hugo Town	Lincoln County	Colorado	
12927	Idaho Springs City	Clear Creek County	Colorado	
13008	Ignacio Town	La Plata County	Colorado	
13029	Iliff Town	Logan County	Colorado	
2413	Jackson County	Jackson County	Colorado	
12916	Jamestown Town	Boulder County	Colorado	
2412	Jefferson County	Jefferson County	Colorado	
2420	Johnstown Town	Larimer County	Colorado	
13085	Julesburg Town	Sedgwick County	Colorado	
13106	Keenesburg Town	Weld County	Colorado	
13105	Kersey Town	Weld County	Colorado	
13018	Kim Town	Las Animas County	Colorado	
2414	Kiowa County	Kiowa County	Colorado	
12961	Kiowa Town	Elbert County	Colorado	
2424	Kit Carson County	Kit Carson County	Colorado	
12926	Kit Carson Town	Cheyenne County	Colorado	
12982	Kremmling Town	Grand County	Colorado	

Allocations in Colorado will be made in accordance with the Colorado Opioids Settlement Memorandum of Understanding

BG Entity ID	Subdivision Name	County	State	Consolidated State Allocation
12930	La Jara Town	Conejos County	Colorado	Understanding.
13045	La Junta City	Otero County	Colorado	
2417	La Plata County	La Plata County	Colorado	
13108	La Salle Town	Weld County	Colorado	
12992	La Veta Town	Huerfano County	Colorado	
2376	Lafayette City	Boulder County	Colorado	
12991	Lake City Town	Hinsdale County	Colorado	
2422	Lake County	Lake County	Colorado	
12998	Lakeside Town	Jefferson County	Colorado	
2419	Lakewood City	Jefferson County	Colorado	
13062	Lamar City	Prowers County	Colorado	
2423	Larimer County	Larimer County	Colorado	
12950	Larkspur Town	Douglas County	Colorado	
12917	Las Animas City	Bent County	Colorado	
2428	Las Animas County	Las Animas County	Colorado	
13007	Leadville City	Lake County	Colorado	
13026	Limon Town	Lincoln County	Colorado	
2427	Lincoln County	Lincoln County	Colorado	
2372	Littleton City	Arapahoe County, Douglas County, Jefferson County	Colorado	
13117	Lochbuie Town	Adams County, Weld County	Colorado	
13041	Log Lane Village Town	Morgan County	Colorado	
2430	Logan County	Logan County	Colorado	
2394	Lone Tree City	Douglas County	Colorado	
2379	Longmont City	Boulder County, Weld County	Colorado	
2375	Louisville City	Boulder County	Colorado	
2425	Loveland City	Larimer County	Colorado	
12918	Lyons Town	Boulder County	Colorado	
12932	Manassa Town	Conejos County	Colorado	
13036	Mancos Town	Montezuma County	Colorado	
12963	Manitou Springs City	El Paso County	Colorado	
13047	Manzanola Town	Otero County	Colorado	
12988	Marble Town	Gunnison County	Colorado	
13107	Mead Town	Weld County	Colorado	
13066	Meeker Town	Rio Blanco County	Colorado	
13028	Merino Town	Logan County	Colorado	
2433	Mesa County	Mesa County	Colorado	
13109	Milliken Town	Weld County	Colorado	
2432	Mineral County	Mineral County	Colorado	
12956	Minturn Town	Eagle County	Colorado	
2436	Moffat County	Moffat County	Colorado	
13075	Moffat Town	Saguache County	Colorado	
13069	Monte Vista City	Rio Grande County	Colorado	
2434	Montezuma County	Montezuma County	Colorado	
13090	Montezuma Town	Summit County	Colorado	
2440	Montrose City	Montrose County	Colorado	
2437	Montrose County	Montrose County	Colorado	
12965	Monument Town	El Paso County	Colorado	
2444	Morgan County	Morgan County	Colorado	
12996	Morrison Town	Jefferson County	Colorado	
12990	Mount Crested Butte Town	Gunnison County	Colorado	
12997	Mountain View Town	Jefferson County	Colorado	
13084	Mountain Village Town	San Miguel County	Colorado	
13038	Naturita Town	Montrose County	Colorado	
12920	Nederland Town	Boulder County	Colorado	
12975	New Castle Town	Garfield County	Colorado	

BG Entity ID	Subdivision Name	County	State	Consolidated State Allocation
2363	Northglenn City	Adams County, Weld County	Colorado	
13081	Norwood Town	San Miguel County	Colorado	
13037	Nucla Town	Montrose County	Colorado	
13110	Nunn Town	Weld County	Colorado	
13072	Oak Creek Town	Routt County	Colorado	
13039	Olathe Town	Montrose County	Colorado	
12938	Olney Springs Town	Crowley County	Colorado	
13082	Ophir Town	San Miguel County	Colorado	
12947	Orchard City Town	Delta County	Colorado	
12939	Ordway Town	Crowley County	Colorado	
2442	Otero County	Otero County	Colorado	
13096	Otis Town	Washington County	Colorado	
13050	Ouray City	Ouray County	Colorado	
2445	Ouray County	Ouray County	Colorado	
13083	Ovid Town	Sedgwick County	Colorado	
12899	Pagosa Springs Town	Archuleta County	Colorado	
13023	Palisade Town	Mesa County	Colorado	
12966	Palmer Lake Town	El Paso County	Colorado	
13055	Paoli Town	Phillips County	Colorado	
12949	Paonia Town	Delta County	Colorado	
12981	Parachute Town	Garfield County	Colorado	
2441	Park County	Park County	Colorado	
2397	Parker Town	Douglas County	Colorado	
13025	Peetz Town	Logan County	Colorado	
2443	Phillips County	Phillips County	Colorado	
13111	Pierce Town	Weld County	Colorado	
2446	Pitkin County	Pitkin County	Colorado	
12989	Pitkin Town	Gunnison County	Colorado	
13112	Platteville Town	Weld County	Colorado	
12928	Poncha Springs Town	Chaffee County	Colorado	
12896	Pritchett Town	Baca County	Colorado	
2447	Prowers County	Prowers County	Colorado	
2448	Pueblo City	Pueblo County	Colorado	
2449	Pueblo County	Pueblo County	Colorado	
12967	Ramah Town	El Paso County	Colorado	
13067	Rangely Town	Rio Blanco County	Colorado	
13113	Raymer (New Raymer) Town	Weld County	Colorado	
12955	Red Cliff Town	Eagle County	Colorado	
12952	Rico Town	Dolores County	Colorado	
13051	Ridgway Town	Ouray County	Colorado	
12976	Rifle City	Garfield County	Colorado	
2450	Rio Blanco County	Rio Blanco County	Colorado	
2451	Rio Grande County	Rio Grande County	Colorado	
12970	Rockvale Town	Fremont County	Colorado	
13049	Rocky Ford City	Otero County	Colorado	
12933	Romeo Town	Conejos County	Colorado	
2452	Routt County	Routt County	Colorado	
13063	Rye Town	Pueblo County	Colorado	
2455	Saguache County	Saguache County	Colorado	
13077	Saguache Town	Saguache County	Colorado	
12922	Salida City	Chaffee County	Colorado	
2453	San Juan County	San Juan County	Colorado	
12936	San Luis Town	Costilla County	Colorado	
2458	San Miguel County	San Miguel County	Colorado	
12934	Sanford Town	Conejos County	Colorado	
13079	Sawpit Town	San Miguel County	Colorado	

BG Entity ID	Subdivision Name	County	State	Consolidated State Allocation
2457	Sedgwick County	Sedgwick County	Colorado	
13086	Sedgwick Town	Sedgwick County	Colorado	
13003	Seibert Town	Kit Carson County	Colorado	
13114	Severance Town	Weld County	Colorado	
2371	Sheridan City	Arapahoe County	Colorado	
13620	Sheridan Lake Town	Kiowa	Colorado	
12984	Silt Town	Garfield County	Colorado	
12941	Silver Cliff Town	Custer County	Colorado	
12923	Silver Plume Town	Clear Creek County	Colorado	
13092	Silverthorne Town	Summit County	Colorado	
13078	Silverton Town	San Juan County	Colorado	
12960	Simla Town	Elbert County	Colorado	
13056	Snowmass Village Town	Pitkin County	Colorado	
13070	South Fork Town	Rio Grande County	Colorado	
12907	Springfield Town	Baca County	Colorado	
13016	Starkville Town	Las Animas County	Colorado	
2456	Steamboat Springs City	Routt County	Colorado	
2435	Sterling City	Logan County	Colorado	
13004	Stratton Town	Kit Carson County	Colorado	
12942	Sugar City Town	Crowley County	Colorado	
2454	Summit County	Summit County	Colorado	
2380	Superior Town	Boulder County, Jefferson County	Colorado	
13048	Swink Town	Otero County	Colorado	
2461	Teller County	Teller County	Colorado	
13080	Telluride Town	San Miguel County	Colorado	
2362	Thornton City	Adams County, Weld County	Colorado	
13012	Timnath Town	Larimer County	Colorado	
13017	Trinidad City	Las Animas County	Colorado	
12913	Two Buttes Town	Baca County	Colorado	
12958	Vail Town	Eagle County	Colorado	
13094	Victor City	Teller County	Colorado	
12914	Vilas Town	Baca County	Colorado	
13006	Vona Town	Kit Carson County	Colorado	
12994	Walden Town	Jackson County	Colorado	
12993	Walsenburg City	Huerfano County	Colorado	
12915	Walsh Town	Baca County	Colorado	
12919	Ward Town	Boulder County	Colorado	
2460	Washington County	Washington County	Colorado	
2459	Weld County	Weld County	Colorado	
2429	Wellington Town	Larimer County	Colorado	
12940	Westcliffe Town	Custer County	Colorado	
2355	Westminster City	Adams County, Jefferson County	Colorado	
2416	Wheat Ridge City	Jefferson County	Colorado	
13043	Wiggins Town	Morgan County	Colorado	
13065	Wiley Town	Prowers County	Colorado	
12972	Williamsburg Town	Fremont County	Colorado	
2426	Windsor Town	Larimer County, Weld County	Colorado	
12985	Winter Park Town	Grand County	Colorado	
13095	Woodland Park City	Teller County	Colorado	
13116	Wray City	Yuma County	Colorado	
13073	Yampa Town	Routt County	Colorado	
13118	Yuma City	Yuma County	Colorado	
2466	Yuma County	Yuma County	Colorado	
2609	Andover Town	Tolland County	Connecticut	0.0005132146400000000000
2561	Ansonia City	New Haven County	Connecticut	0.0053160524370000000000
2621	Ashford Town	Windham County	Connecticut	0.0010969651300000000000

BG Entity ID	Subdivision Name	County	State	Consolidated State Allocation
2494	Avon Town	Hartford County	Connecticut	0.0054948865340000000000
2521	Barkhamsted Town	Litchfield County	Connecticut	0.0006206295200000000000
2566	Beacon Falls Town	New Haven County	Connecticut	0.0019539473080000000000
2495	Berlin Town	Hartford County	Connecticut	0.0052156293850000000000
2573	Bethany Town	New Haven County	Connecticut	0.0010391560680000000000
2473	Bethel Town	Fairfield County	Connecticut	0.0035224221450000000000
2519	Bethlehem Town	Litchfield County	Connecticut	0.0000786472020000000000
2499	Bloomfield Town	Hartford County	Connecticut	0.0048883681360000000000
2613	Bolton Town	Tolland County	Connecticut	0.0015208313950000000000
2593	Bozrah Town	New London County	Connecticut	0.0005820578670000000000
2570	Branford Town	New Haven County	Connecticut	0.0089038169540000000000
2469	Bridgeport City	Fairfield County	Connecticut	0.0325807430950000000000
2524	Bridgewater Town	Litchfield County	Connecticut	0.0001181259350000000000
2490	Bristol City	Hartford County	Connecticut	0.0133557689080000000000
2474	Brookfield Town	Fairfield County	Connecticut	0.0030879031240000000000
2623	Brooklyn Town	Windham County	Connecticut	0.0018806615620000000000
2496	Burlington Town	Hartford County	Connecticut	0.0023487613190000000000
2522	Canaan Town	Litchfield County	Connecticut	0.0003433436400000000000
2620	Canterbury Town	Windham County	Connecticut	0.0013543100710000000000
2500	Canton Town	Hartford County	Connecticut	0.0026690119660000000000
2629	Chaplin Town	Windham County	Connecticut	0.0005239592900000000000
2577	Cheshire Town	New Haven County	Connecticut	0.0097831134990000000000
2549	Chester Town	Middlesex County	Connecticut	0.0007723875740000000000
2544	Clinton Town	Middlesex County	Connecticut	0.0053487260930000000000
2591	Colchester Town	New London County	Connecticut	0.0061343957700000000000
2527	Colebrook Town	Litchfield County	Connecticut	0.0002968701140000000000
2612	Columbia Town	Tolland County	Connecticut	0.0010056662370000000000
2525	Cornwall Town	Litchfield County	Connecticut	0.0004860279280000000000
2616	Coventry Town	Tolland County	Connecticut	0.0034600114790000000000
2551	Cromwell Town	Middlesex County	Connecticut	0.0047504514530000000000
2468	Danbury City	Fairfield County	Connecticut	0.0115564659070000000000
2475	Darien Town	Fairfield County	Connecticut	0.0064296493450000000000
2548	Deep River Town	Middlesex County	Connecticut	0.0009245635950000000000
2559	Derby City	New Haven County	Connecticut	0.0035031254490000000000
2552	Durham Town	Middlesex County	Connecticut	0.0000793092320000000000
2497	East Granby Town	Hartford County	Connecticut	0.0014559751700000000000
2550	East Haddam Town	Middlesex County	Connecticut	0.0031456963770000000000
2553	East Hampton Town	Middlesex County	Connecticut	0.0046375466630000000000
2501	East Hartford Town	Hartford County	Connecticut	0.0126454540690000000000
2576	East Haven Town	New Haven County	Connecticut	0.0085909237350000000000
2594	East Lyme Town	New London County	Connecticut	0.0063758262960000000000
2503	East Windsor Town	Hartford County	Connecticut	0.0024197437930000000000
2625	Eastford Town	Windham County	Connecticut	0.0004466519580000000000
2478	Easton Town	Fairfield County	Connecticut	0.0013549612310000000000
2611	Ellington Town	Tolland County	Connecticut	0.0040100478390000000000
2505	Enfield Town	Hartford County	Connecticut	0.0091734311900000000000
2555	Essex Town	Middlesex County	Connecticut	0.0014318703570000000000
2481	Fairfield Town	Fairfield County	Connecticut	0.0142123084150000000000
2504	Farmington Town	Hartford County	Connecticut	0.0065720915470000000000
2590	Franklin Town	New London County	Connecticut	0.0004460324160000000000
2502	Glastonbury Town	Hartford County	Connecticut	0.0104206445500000000000
2528	Goshen Town	Litchfield County	Connecticut	0.0000304642550000000000
2507	Granby Town	Hartford County	Connecticut	0.0029284052470000000000
2479	Greenwich Town	Fairfield County	Connecticut	0.0156447024670000000000
2595	Griswold Town	New London County	Connecticut	0.0038655701410000000000
2596	Groton Town	New London County	Connecticut	0.0140338745000000000000

BG Entity ID	Subdivision Name	County	State	Consolidated State Allocation
2574	Guilford Town	New Haven County	Connecticut	0.0083993924930000000000
2554	Haddam Town	Middlesex County	Connecticut	0.0001517165530000000000
2575	Hamden Town	New Haven County	Connecticut	0.0177243594130000000000
2626	Hampton Town	Windham County	Connecticut	0.0004294549850000000000
2492	Hartford City	Hartford County	Connecticut	0.0532685498990000000000
2498	Hartland Town	Hartford County	Connecticut	0.0003597827380000000000
2526	Harwinton Town	Litchfield County	Connecticut	0.0001263637640000000000
2614	Hebron Town	Tolland County	Connecticut	0.0015934432540000000000
2529	Kent Town	Litchfield County	Connecticut	0.0008358999760000000000
2631	Killingly Town	Windham County	Connecticut	0.0061168984130000000000
2557	Killingworth Town	Middlesex County	Connecticut	0.0026529631700000000000
2598	Lebanon Town	New London County	Connecticut	0.0027466078240000000000
2599	Ledyard Town	New London County	Connecticut	0.0055143808500000000000
2597	Lisbon Town	New London County	Connecticut	0.0011563551610000000000
2530	Litchfield Town	Litchfield County	Connecticut	0.0034819829740000000000
2601	Lyme Town	New London County	Connecticut	0.0000231414110000000000
2572	Madison Town	New Haven County	Connecticut	0.0075942235600000000000
2511	Manchester Town	Hartford County	Connecticut	0.0139297658180000000000
2617	Mansfield Town	Tolland County	Connecticut	0.0030587540370000000000
7130	Marlborough Town	Hartford County	Connecticut	0.0007660103460000000000
2560	Meriden City	New Haven County	Connecticut	0.0185087781490000000000
2580	Middlebury Town	New Haven County	Connecticut	0.0002760339510000000000
2558	Middlefield Town	Middlesex County	Connecticut	0.0000756275540000000000
2547	Middletown City	Middlesex County	Connecticut	0.0153431289750000000000
2569	Milford City	New Haven County	Connecticut	0.0182156796300000000000
2482	Monroe Town	Fairfield County	Connecticut	0.0043073754450000000000
2600	Montville Town	New London County	Connecticut	0.0058061859400000000000
2533	Morris Town	Litchfield County	Connecticut	0.0000997857250000000000
7181	Naugatuck Borough	New Haven County	Connecticut	0.0106445273260000000000
2493	New Britain City	Hartford County	Connecticut	0.0157405575110000000000
2480	New Canaan Town	Fairfield County	Connecticut	0.0061361872040000000000
2477	New Fairfield Town	Fairfield County	Connecticut	0.0029620304480000000000
2531	New Hartford Town	Litchfield County	Connecticut	0.0013234821930000000000
2565	New Haven City	New Haven County	Connecticut	0.0580614276010000000000
2589	New London City	New London County	Connecticut	0.0105367290600000000000
2535	New Milford Town	Litchfield County	Connecticut	0.0105654750010000000000
2509	Newington Town	Hartford County	Connecticut	0.0071324565650000000000
2476	Newtown Town	Fairfield County	Connecticut	0.0059644763530000000000
2532	Norfolk Town	Litchfield County	Connecticut	0.0004428191000000000000
2578	North Branford Town	New Haven County	Connecticut	0.0047957916230000000000
2534	North Canaan Town	Litchfield County	Connecticut	0.0009131480220000000000
2579	North Haven Town	New Haven County	Connecticut	0.0079225430690000000000
2602	North Stonington Town	New London County	Connecticut	0.0018038858300000000000
2470	Norwalk City	Fairfield County	Connecticut	0.0159182108230000000000
2588	Norwich City	New London County	Connecticut	0.0116391821240000000000
2607	Old Lyme Town	New London County	Connecticut	0.0002479213860000000000
2556	Old Saybrook Town	Middlesex County	Connecticut	0.0041811707670000000000
2581	Orange Town	New Haven County	Connecticut	0.0036835988120000000000
2584	Oxford Town	New Haven County	Connecticut	0.0039551279940000000000
2627	Plainfield Town	Windham County	Connecticut	0.0053520431610000000000
2508	Plainville Town	Hartford County	Connecticut	0.0039375496120000000000
2537	Plymouth Town	Litchfield County	Connecticut	0.0042133829780000000000
2628	Pomfret Town	Windham County	Connecticut	0.0011747220500000000000
2563	Portland Town	Middlesex County	Connecticut	0.0032055231490000000000
2606	Preston Town	New London County	Connecticut	0.0013198953740000000000
2583	Prospect Town	New Haven County	Connecticut	0.0030561731070000000000

BG Entity ID	Subdivision Name	County	State	Consolidated State Allocation
2632	Putnam Town	Windham County	Connecticut	0.0029532541030000000000
2484	Redding Town	Fairfield County	Connecticut	0.0017264352230000000000
2483	Ridgefield Town	Fairfield County	Connecticut	0.0066451737440000000000
2510	Rocky Hill Town	Hartford County	Connecticut	0.0039291754250000000000
2536	Roxbury Town	Litchfield County	Connecticut	0.0000379244450000000000
2603	Salem Town	New London County	Connecticut	0.0010752199110000000000
2541	Salisbury Town	Litchfield County	Connecticut	0.0010522573470000000000
2637	Scotland Town	Windham County	Connecticut	0.0003952122180000000000
2582	Seymour Town	New Haven County	Connecticut	0.0053011715810000000000
2542	Sharon Town	Litchfield County	Connecticut	0.0007612941230000000000
2471	Shelton City	Fairfield County	Connecticut	0.0056010998790000000000
2487	Sherman Town	Fairfield County	Connecticut	0.0004943823530000000000
2513	Simsbury Town	Hartford County	Connecticut	0.0069884462410000000000
2622	Somers Town	Tolland County	Connecticut	0.0024917400630000000000
2517	South Windsor Town	Hartford County	Connecticut	0.0073109359320000000000
2587	Southbury Town	New Haven County	Connecticut	0.0005819659740000000000
2512	Southington Town	Hartford County	Connecticut	0.0096830659270000000000
2610	Sprague Town	New London County	Connecticut	0.0008747097630000000000
2615	Stafford Town	Tolland County	Connecticut	0.0033882029490000000000
2472	Stamford City	Fairfield County	Connecticut	0.0290703955890000000000
2635	Sterling Town	Windham County	Connecticut	0.0009498264670000000000
2605	Stonington Town	New London County	Connecticut	0.0055768913150000000000
2486	Stratford Town	Fairfield County	Connecticut	0.0091556957000000000000
2515	Suffield Town	Hartford County	Connecticut	0.0034027923150000000000
2538	Thomaston Town	Litchfield County	Connecticut	0.0026640615620000000000
2633	Thompson Town	Windham County	Connecticut	0.0026734791870000000000
2619	Tolland Town	Tolland County	Connecticut	0.0043420203710000000000
2523	Torrington City	Litchfield County	Connecticut	0.0136524601760000000000
2485	Trumbull Town	Fairfield County	Connecticut	0.0076177444030000000000
2618	Union Town	Tolland County	Connecticut	0.0001539417640000000000
2630	Vernon Town	Tolland County	Connecticut	0.0070271621570000000000
2608	Voluntown Town	New London County	Connecticut	0.0007331815570000000000
2585	Wallingford Town	New Haven County	Connecticut	0.0153503539960000000000
2545	Warren Town	Litchfield County	Connecticut	0.0004897580240000000000
2539	Washington Town	Litchfield County	Connecticut	0.0015535178970000000000
2567	Waterbury City	New Haven County	Connecticut	0.0461922196540000000000
2604	Waterford Town	New London County	Connecticut	0.0076088020560000000000
2540	Watertown Town	Litchfield County	Connecticut	0.0068681188080000000000
2514	West Hartford Town	Hartford County	Connecticut	0.0162166974770000000000
2571	West Haven City	New Haven County	Connecticut	0.0140269725890000000000
2564	Westbrook Town	Middlesex County	Connecticut	0.0025869992800000000000
2491	Weston Town	Fairfield County	Connecticut	0.0036642013290000000000
2488	Westport Town	Fairfield County	Connecticut	0.0089210840830000000000
2516	Wethersfield Town	Hartford County	Connecticut	0.0062087071680000000000
2624	Willington Town	Tolland County	Connecticut	0.0009752681850000000000
2489	Wilton Town	Fairfield County	Connecticut	0.0063780999250000000000
2546	Winchester Town	Litchfield County	Connecticut	0.0037603053760000000000
2634	Windham Town	Windham County	Connecticut	0.0101089499010000000000
2518	Windsor Locks Town	Hartford County	Connecticut	0.0031741676240000000000
2520	Windsor Town	Hartford County	Connecticut	0.0075483241230000000000
2586	Wolcott Town	New Haven County	Connecticut	0.0054436938200000000000
2592	Woodbridge Town	New Haven County	Connecticut	0.0024353005130000000000
2543	Woodbury Town	Litchfield County	Connecticut	0.0034119886050000000000
10000	Woodmont Borough	New Haven County	Connecticut	0.0001731594120000000000
2636	Woodstock Town	Windham County	Connecticut	0.0018171106230000000000
2639	Dover City	Kent County	Delaware	0.2500000000000000000000

BG Entity ID	Subdivision Name	County	State	Consolidated State Allocation
2643	Kent County	Kent County	Delaware	0.2500000000000000000000
2641	Middletown Town	New Castle County	Delaware	0.0000000000000000000000
2648	Milford City	Sussex County, Kent County	Delaware	0.0000000000000000000000
2638	New Castle County	New Castle County	Delaware	0.0000000000000000000000
2642	Newark City	New Castle County	Delaware	0.0000000000000000000000
2646	Seaford City	Sussex County	Delaware	0.2500000000000000000000
2640	Smyrna Town	Kent County, New Castle County	Delaware	0.0000000000000000000000
2644	Sussex County	Sussex County	Delaware	0.2500000000000000000000
2645	Wilmington City	New Castle County	Delaware	0.0000000000000000000000
2651	Alachua County	Alachua County	Florida	0.0085946132340000000000
2866	Altamonte Springs City	Seminole County	Florida	0.0008130543020000000000
2799	Apopka City	Orange County	Florida	0.0009721547040000000000
2707	Atlantic Beach City	Duval County	Florida	0.0003889156640000000000
2852	Auburndale City	Polk County	Florida	0.0002863678310000000000
2783	Aventura City	Miami-Dade County	Florida	0.0002462007560000000000
2727	Avon Park City	Highlands County	Florida	0.0002582887370000000000
2653	Baker County	Baker County	Florida	0.0019317366220000000000
2851	Bartow City	Polk County	Florida	0.0004397257480000000000
2652	Bay County	Bay County	Florida	0.0053944656930000000000
2810	Belle Glade City	Palm Beach County	Florida	0.0002082781280000000000
2812	Boca Raton City	Palm Beach County	Florida	0.0047206896320000000000
2750	Bonita Springs City	Lee County	Florida	0.0001737545800000000000
2819	Boynton Beach City	Palm Beach County	Florida	0.0030649792460000000000
2764	Bradenton City	Manatee County	Florida	0.0037993032490000000000
2657	Bradford County	Bradford County	Florida	0.0018948348070000000000
2660	Brevard County	Brevard County	Florida	0.0238707635250000000000
2668	Broward County	Broward County	Florida	0.0406262277080000000000
2695	Calhoun County	Calhoun County	Florida	0.0004712821810000000000
2656	Callaway City	Bay County	Florida	0.0002495350150000000000
2666	Cape Canaveral City	Brevard County	Florida	0.0004556071900000000000
2755	Cape Coral City	Lee County	Florida	0.0071443001100000000000
2864	Casselberry City	Seminole County	Florida	0.0008003529620000000000
2697	Charlotte County	Charlotte County	Florida	0.0069022514260000000000
2702	Citrus County	Citrus County	Florida	0.0096964664730000000000
2699	Clay County	Clay County	Florida	0.0119343001210000000000
2831	Clearwater City	Pinellas County	Florida	0.0063386253720000000000
2738	Clermont City	Lake County	Florida	0.0007590953480000000000
2659	Cocoa Beach City	Brevard County	Florida	0.0008436320480000000000
2661	Cocoa City	Brevard County	Florida	0.0014924471990000000000
2692	Coconut Creek City	Broward County	Florida	0.0010113093180000000000
2700	Collier County	Collier County	Florida	0.0135482248740000000000
2703	Columbia County	Columbia County	Florida	0.0034212219730000000000
2681	Cooper City	Broward County	Florida	0.0007393632490000000000
2773	Coral Gables City	Miami-Dade County	Florida	0.0007177994220000000000
2689	Coral Springs City	Broward County	Florida	0.0032340640850000000000
2792	Crestview City	Okaloosa County	Florida	0.0007043975660000000000
2788	Cutler Bay Town	Miami-Dade County	Florida	0.0000941414630000000000
2671	Dania Beach City	Broward County	Florida	0.0001780678900000000000
2688	Davie Town	Broward County	Florida	0.0026692252930000000000
2883	Daytona Beach City	Volusia County	Florida	0.0044755599850000000000
2892	Daytona Beach Shores City	Volusia County	Florida	0.0003974331580000000000
2706	De Soto County	De Soto County	Florida	0.0011364042050000000000
2893	Debary City	Volusia County	Florida	0.0003528332960000000000
2669	Deerfield Beach City	Broward County	Florida	0.0020242335620000000000
2882	Deland City	Volusia County	Florida	0.0009898435420000000000
2811	Delray Beach City	Palm Beach County	Florida	0.0035184660050000000000

BG Entity ID	Subdivision Name	County	State	Consolidated State Allocation
2890	Deltona City	Volusia County	Florida	0.001993292304000000000
2797	Destin City	Okaloosa County	Florida	0.000146783092000000000
2708	Dixie County	Dixie County	Florida	0.001037443927000000000
2777	Doral City	Miami-Dade County	Florida	0.000139780477000000000
2841	Dunedin City	Pinellas County	Florida	0.001024411213000000000
2802	Eatonville Town	Orange County	Florida	0.000083256415000000000
2879	Edgewater City	Volusia County	Florida	0.000580427172000000000
2711	Escambia County	Escambia County	Florida	0.010109990610000000000
2752	Estero Village	Lee County	Florida	0.000120797555000000000
2741	Eustis City	Lake County	Florida	0.000419300395000000000
2793	Fernandina Beach City	Nassau County	Florida	0.000831601989000000000
2709	Flagler County	Flagler County	Florida	0.003050082484000000000
2767	Florida City	Miami-Dade County	Florida	0.000039287890000000000
2672	Fort Lauderdale City	Broward County	Florida	0.008305816295000000000
2748	Fort Myers City	Lee County	Florida	0.004310995634000000000
2877	Fort Pierce City	St Lucie County	Florida	0.001595358726000000000
2794	Fort Walton Beach City	Okaloosa County	Florida	0.000778370605000000000
2714	Franklin County	Franklin County	Florida	0.000499106708000000000
2744	Fruitland Park City	Lake County	Florida	0.000083820932000000000
2719	Gadsden County	Gadsden County	Florida	0.001236554705000000000
2647	Gainesville City	Alachua County	Florida	0.003815982894000000000
2716	Gilchrist County	Gilchrist County	Florida	0.000643335042000000000
2721	Glades County	Glades County	Florida	0.000406124963000000000
2814	Greenacres City	Palm Beach County	Florida	0.000764248986000000000
2739	Groveland City	Lake County	Florida	0.000261531482000000000
2722	Gulf County	Gulf County	Florida	0.000599141908000000000
2836	Gulfport City	Pinellas County	Florida	0.000478945547000000000
2849	Haines City	Polk County	Florida	0.000479847066000000000
2673	Hallandale Beach City	Broward County	Florida	0.001549505272000000000
2718	Hamilton County	Hamilton County	Florida	0.000479418005000000000
2720	Hardee County	Hardee County	Florida	0.000671103643000000000
2717	Hendry County	Hendry County	Florida	0.001444608951000000000
2723	Hernando County	Hernando County	Florida	0.015100758996000000000
2770	Hialeah City	Miami-Dade County	Florida	0.000980156525000000000
2771	Hialeah Gardens City	Miami-Dade County	Florida	0.000054519294000000000
2726	Highlands County	Highlands County	Florida	0.002931860386000000000
2729	Hillsborough County	Hillsborough County	Florida	0.065231125308000000000
2889	Holly Hill City	Volusia County	Florida	0.000316162444000000000
2674	Hollywood City	Broward County	Florida	0.005201647754000000000
2731	Holmes County	Holmes County	Florida	0.000816118922000000000
2769	Homestead City	Miami-Dade County	Florida	0.000249353985000000000
2733	Indian River County	Indian River County	Florida	0.006541177901000000000
2737	Jackson County	Jackson County	Florida	0.001589357678000000000
2710	Jacksonville Beach City	Duval County	Florida	0.001004466852000000000
2713	Jacksonville City	Duval County	Florida	0.052956380196000000000
2735	Jefferson County	Jefferson County	Florida	0.000408207989000000000
2816	Jupiter Town	Palm Beach County	Florida	0.001254666431000000000
2785	Key Biscayne Village	Miami-Dade County	Florida	0.000136838783000000000
2790	Key West City	Monroe County	Florida	0.000880867779000000000
2807	Kissimmee City	Osceola County	Florida	0.001623657708000000000
2742	Lady Lake Town	Lake County	Florida	0.000250481927000000000
2740	Lafayette County	Lafayette County	Florida	0.000319113399000000000
2705	Lake City	Columbia County	Florida	0.001046594391000000000
2736	Lake County	Lake County	Florida	0.007815478562000000000
2868	Lake Mary City	Seminole County	Florida	0.000797674370000000000
2854	Lake Wales City	Polk County	Florida	0.000362931762000000000

BG Entity ID	Subdivision Name	County	State	Consolidated State Allocation
2820	Lake Worth City	Palm Beach County	Florida	0.0011714590410000000000
2850	Lakeland City	Polk County	Florida	0.0029487492060000000000
2822	Lantana Town	Palm Beach County	Florida	0.0002450789870000000000
2840	Largo City	Pinellas County	Florida	0.0037419364980000000000
2693	Lauderdale Lakes City	Broward County	Florida	0.0006262430400000000000
2678	Lauderhill City	Broward County	Florida	0.0014438307210000000000
2746	Lee County	Lee County	Florida	0.0215038742990000000000
2743	Leesburg City	Lake County	Florida	0.0009133989060000000000
2753	Leon County	Leon County	Florida	0.0047120197970000000000
2756	Levy County	Levy County	Florida	0.0025119232080000000000
2757	Liberty County	Liberty County	Florida	0.0001939861910000000000
2686	Lighthouse Point City	Broward County	Florida	0.0002913228270000000000
2865	Longwood City	Seminole County	Florida	0.0006170916690000000000
2649	Lynn Haven City	Bay County	Florida	0.0003920578160000000000
2754	Madison County	Madison County	Florida	0.0006354033090000000000
2803	Maitland City	Orange County	Florida	0.0004672824510000000000
2766	Manatee County	Manatee County	Florida	0.0228852340190000000000
2704	Marco Island City	Collier County	Florida	0.0006209454130000000000
2685	Margate City	Broward County	Florida	0.0014368335540000000000
2760	Marion County	Marion County	Florida	0.0133218148660000000000
2761	Martin County	Martin County	Florida	0.0078826510790000000000
2662	Melbourne City	Brevard County	Florida	0.0038310548760000000000
2772	Miami Beach City	Miami-Dade County	Florida	0.0018140924770000000000
2768	Miami City	Miami-Dade County	Florida	0.0029279345570000000000
2774	Miami Gardens City	Miami-Dade County	Florida	0.0004068396410000000000
2791	Miami Lakes Town	Miami-Dade County	Florida	0.0000783751390000000000
2778	Miami Shores Village	Miami-Dade County	Florida	0.0000628760940000000000
2775	Miami Springs City	Miami-Dade County	Florida	0.0000616949500000000000
2763	Miami-Dade County	Miami-Dade County	Florida	0.0432717051920000000000
2858	Milton City	Santa Rosa County	Florida	0.0004663146570000000000
2745	Minneola City	Lake County	Florida	0.0001605804180000000000
2675	Miramar City	Broward County	Florida	0.0027927964040000000000
2789	Monroe County	Monroe County	Florida	0.0038830119670000000000
2747	Mount Dora City	Lake County	Florida	0.0004102122120000000000
2701	Naples City	Collier County	Florida	0.0013441579440000000000
2800	Nassau County	Nassau County	Florida	0.0039377251830000000000
2832	New Port Richey City	Pasco County	Florida	0.0014987832530000000000
2886	New Smyrna Beach City	Volusia County	Florida	0.0010406603440000000000
2801	Niceville City	Okaloosa County	Florida	0.0002174463850000000000
2687	North Lauderdale City	Broward County	Florida	0.0006606905080000000000
2776	North Miami Beach City	Miami-Dade County	Florida	0.0003039179460000000000
2779	North Miami City	Miami-Dade County	Florida	0.0003037843070000000000
2827	North Palm Beach Village	Palm Beach County	Florida	0.0004434916090000000000
2861	North Port City	Sarasota County	Florida	0.0020961190360000000000
2676	Oakland Park City	Broward County	Florida	0.0010043123320000000000
2758	Ocala City	Marion County	Florida	0.0036899458150000000000
2808	Ocoee City	Orange County	Florida	0.0006660008460000000000
2795	Okaloosa County	Okaloosa County	Florida	0.0063451241170000000000
2796	Okeechobee County	Okeechobee County	Florida	0.0035349531810000000000
2838	Oldsmar City	Pinellas County	Florida	0.0003942198280000000000
2780	Opa-Locka City	Miami-Dade County	Florida	0.0000784753690000000000
2884	Orange City	Volusia County	Florida	0.0003356241790000000000
2806	Orange County	Orange County	Florida	0.0313074198040000000000
2813	Orlando City	Orange County	Florida	0.0116024921000000000000
2885	Ormond Beach City	Volusia County	Florida	0.0011464382110000000000
2817	Osceola County	Osceola County	Florida	0.0083724911160000000000

BG Entity ID	Subdivision Name	County	State	Consolidated State Allocation
2871	Oviedo City	Seminole County	Florida	0.0010313086960000000000
2860	Palatka City	Putnam County	Florida	0.0004695492310000000000
2667	Palm Bay City	Brevard County	Florida	0.0040481693420000000000
2809	Palm Beach County	Palm Beach County	Florida	0.0597840016450000000000
2824	Palm Beach Gardens City	Palm Beach County	Florida	0.0023367521630000000000
2715	Palm Coast City	Flagler County	Florida	0.0008485647090000000000
2823	Palm Springs Village	Palm Beach County	Florida	0.0003802098770000000000
2782	Palmetto Bay Village	Miami-Dade County	Florida	0.0000740407670000000000
2762	Palmetto City	Manatee County	Florida	0.0005286975940000000000
2654	Panama City	Bay County	Florida	0.0015515314660000000000
2655	Panama City Beach City	Bay County	Florida	0.0008089730450000000000
2691	Parkland City	Broward County	Florida	0.0004580428340000000000
2829	Pasco County	Pasco County	Florida	0.0442953683170000000000
2682	Pembroke Pines City	Broward County	Florida	0.0046283317780000000000
2712	Pensacola City	Escambia County	Florida	0.0033063595540000000000
2787	Pinecrest Village	Miami-Dade County	Florida	0.0000829657140000000000
2835	Pinellas County	Pinellas County	Florida	0.0479353599920000000000
2844	Pinellas Park City	Pinellas County	Florida	0.0025166644900000000000
2724	Plant City	Hillsborough County	Florida	0.0010421857540000000000
2684	Plantation City	Broward County	Florida	0.0021391927610000000000
2848	Polk County	Polk County	Florida	0.0160168811610000000000
2677	Pompano Beach City	Broward County	Florida	0.0033547196480000000000
2887	Port Orange City	Volusia County	Florida	0.0017759701160000000000
2878	Port St. Lucie City	St Lucie County	Florida	0.0039080426020000000000
2698	Punta Gorda City	Charlotte County	Florida	0.0004712075540000000000
2856	Putnam County	Putnam County	Florida	0.0033793825940000000000
2826	Riviera Beach City	Palm Beach County	Florida	0.0016361743870000000000
2663	Rockledge City	Brevard County	Florida	0.0009660390820000000000
2834	Royal Palm Beach Village	Palm Beach County	Florida	0.0004929487790000000000
2839	Safety Harbor City	Pinellas County	Florida	0.0003806156970000000000
2867	Sanford City	Seminole County	Florida	0.0016424387180000000000
2857	Santa Rosa County	Santa Rosa County	Florida	0.0065463680350000000000
2862	Sarasota City	Sarasota County	Florida	0.0048428037860000000000
2855	Sarasota County	Sarasota County	Florida	0.0196880412450000000000
2664	Satellite Beach City	Brevard County	Florida	0.0003597503890000000000
2732	Sebastian City	Indian River County	Florida	0.0003831577450000000000
2725	Sebring City	Highlands County	Florida	0.0003817285690000000000
2847	Seminole City	Pinellas County	Florida	0.0009524892430000000000
2863	Seminole County	Seminole County	Florida	0.0150869511380000000000
2888	South Daytona City	Volusia County	Florida	0.0004522141010000000000
2781	South Miami City	Miami-Dade County	Florida	0.0000783304720000000000
2870	St Johns County	St Johns County	Florida	0.0066382167530000000000
2872	St Lucie County	St Lucie County	Florida	0.0095628875030000000000
2874	St. Augustine City	St Johns County	Florida	0.0004651088190000000000
2804	St. Cloud City	Osceola County	Florida	0.0007383660400000000000
2843	St. Petersburg City	Pinellas County	Florida	0.0145659241730000000000
2765	Stuart City	Martin County	Florida	0.0008122301340000000000
2873	Sumter County	Sumter County	Florida	0.0032639863450000000000
2786	Sunny Isles Beach City	Miami-Dade County	Florida	0.0000769377930000000000
2696	Sunrise City	Broward County	Florida	0.0028607044810000000000
2876	Suwannee County	Suwannee County	Florida	0.0019101493730000000000
2784	Sweetwater City	Miami-Dade County	Florida	0.0000411597450000000000
2759	Tallahassee City	Leon County	Florida	0.0042599725630000000000
2694	Tamarac City	Broward County	Florida	0.0013449289110000000000
2728	Tampa City	Hillsborough County	Florida	0.0197567264620000000000
2846	Tarpon Springs City	Pinellas County	Florida	0.0010197096960000000000

BG Entity ID	Subdivision Name	County	State	Consolidated State Allocation
2749	Tavares City	Lake County	Florida	0.0003182185980000000000
2881	Taylor County	Taylor County	Florida	0.0009218121760000000000
2730	Temple Terrace City	Hillsborough County	Florida	0.0010798104180000000000
2665	Titusville City	Brevard County	Florida	0.0024005584650000000000
2875	Union County	Union County	Florida	0.0006515551160000000000
2859	Venice City	Sarasota County	Florida	0.0014234761830000000000
2734	Vero Beach City	Indian River County	Florida	0.0006064172480000000000
2880	Volusia County	Volusia County	Florida	0.0174468491890000000000
2895	Wakulla County	Wakulla County	Florida	0.0011512946110000000000
2891	Walton County	Walton County	Florida	0.0026855768320000000000
2897	Washington County	Washington County	Florida	0.0012012445750000000000
2825	Wellington Village	Palm Beach County	Florida	0.0005018406800000000000
2670	West Melbourne City	Brevard County	Florida	0.0005199716520000000000
2828	West Palm Beach City	Palm Beach County	Florida	0.0054926622670000000000
2679	West Park City	Broward County	Florida	0.0002955389940000000000
2683	Weston City	Broward County	Florida	0.0013863735460000000000
2680	Wilton Manors City	Broward County	Florida	0.0003163060700000000000
2818	Winter Garden City	Orange County	Florida	0.0005626531760000000000
2853	Winter Haven City	Polk County	Florida	0.0009703282430000000000
2805	Winter Park City	Orange County	Florida	0.0010490296720000000000
2869	Winter Springs City	Seminole County	Florida	0.0006226215300000000000
2833	Zephyrhills City	Pasco County	Florida	0.0011267175510000000000
3155	City And County Of Honolulu	Urban Honolulu	Hawaii	0.6203075631090000000000
3156	Hawaii County	Hawaii County	Hawaii	0.1826716925010000000000
3154	Kalawao	Kalawao	Hawaii	0.0000345015140000000000
3152	Kauai County	Kauai County	Hawaii	0.0570062735800000000000
3157	Maui County	Maui County	Hawaii	0.1399799692960000000000
3302	Ada County	Ada County	Idaho	0.1327762783330000000000
3305	Adams County	Adams County	Idaho	0.0014468319020000000000
3318	Ammon City	Bonneville County	Idaho	0.0008129160240000000000
3309	Bannock County	Bannock County	Idaho	0.0305955898320000000000
3311	Bear Lake County	Bear Lake County	Idaho	0.0060827120410000000000
3313	Benewah County	Benewah County	Idaho	0.0065268298090000000000
3312	Bingham County	Bingham County	Idaho	0.0164212708120000000000
3314	Blackfoot City	Bingham County	Idaho	0.0062838574010000000000
3317	Blaine County	Blaine County	Idaho	0.0091377175510000000000
3301	Boise City	Ada County	Idaho	0.1275864091100000000000
3315	Boise County	Boise County	Idaho	0.0033096446520000000000
3319	Bonner County	Bonner County	Idaho	0.0259873617860000000000
3316	Bonneville County	Bonneville County	Idaho	0.0377612538750000000000
3320	Boundary County	Boundary County	Idaho	0.0087882844470000000000
3329	Burley City	Cassia County, Minidoka County	Idaho	0.0044859753630000000000
3322	Butte County	Butte County	Idaho	0.0018397455180000000000
3323	Caldwell City	Canyon County	Idaho	0.0119585532490000000000
3327	Camas County	Camas County	Idaho	0.0004220734430000000000
3324	Canyon County	Canyon County	Idaho	0.0501201136880000000000
3330	Caribou County	Caribou County	Idaho	0.0043961838320000000000
3325	Cassia County	Cassia County	Idaho	0.0072702358660000000000
3307	Chubbuck City	Bannock County	Idaho	0.0048419354470000000000
3326	Clark County	Clark County	Idaho	0.0004209244250000000000
3332	Clearwater County	Clearwater County	Idaho	0.0048904183900000000000
3346	Coeur D'Alene City	Kootenai County	Idaho	0.0275937782370000000000
3331	Custer County	Custer County	Idaho	0.0021332438780000000000
3304	Eagle City	Ada County	Idaho	0.0017118766610000000000
3336	Elmore County	Elmore County	Idaho	0.0088995121650000000000
3333	Franklin County	Franklin County	Idaho	0.0057536249580000000000

BG Entity ID	Subdivision Name	County	State	Consolidated State Allocation
3335	Fremont County	Fremont County	Idaho	0.0057160716960000000000
3306	Garden City	Ada County	Idaho	0.0055827828380000000000
3334	Gem County	Gem County	Idaho	0.0137840257250000000000
3338	Gooding County	Gooding County	Idaho	0.0069664720130000000000
3343	Hayden City	Kootenai County	Idaho	0.0000471321460000000000
3340	Idaho County	Idaho County	Idaho	0.0084743055470000000000
3321	Idaho Falls City	Bonneville County	Idaho	0.0388750275780000000000
3341	Jefferson County	Jefferson County	Idaho	0.0098426707490000000000
3345	Jerome City	Jerome County	Idaho	0.0041690174240000000000
3342	Jerome County	Jerome County	Idaho	0.0062234442910000000000
3351	Kootenai County	Kootenai County	Idaho	0.0563947985650000000000
3299	Kuna City	Ada County	Idaho	0.0018494617240000000000
3353	Latah County	Latah County	Idaho	0.0129438611660000000000
3349	Lemhi County	Lemhi County	Idaho	0.0048808142840000000000
3357	Lewis County	Lewis County	Idaho	0.0028825435550000000000
3358	Lewiston City	Nez Perce County	Idaho	0.0201765493750000000000
3347	Lincoln County	Lincoln County	Idaho	0.0019301844220000000000
3352	Madison County	Madison County	Idaho	0.0127484048450000000000
3303	Meridian City	Ada County	Idaho	0.0240456507540000000000
3354	Minidoka County	Minidoka County	Idaho	0.0091406209220000000000
3344	Moscow City	Latah County	Idaho	0.0065905526500000000000
3339	Mountain Home City	Elmore County	Idaho	0.0057066945910000000000
3328	Nampa City	Canyon County	Idaho	0.0332746479540000000000
3350	Nez Perce County	Nez Perce County	Idaho	0.0127658334820000000000
3364	Oneida County	Oneida County	Idaho	0.0023716566470000000000
3355	Owyhee County	Owyhee County	Idaho	0.0055542984090000000000
3359	Payette County	Payette County	Idaho	0.0127507281020000000000
3310	Pocatello City	Bannock County, Power County	Idaho	0.0294948981160000000000
3348	Post Falls City	Kootenai County	Idaho	0.0067813288260000000000
3360	Power County	Power County	Idaho	0.0035051710350000000000
3337	Preston City	Franklin County	Idaho	0.0014962200470000000000
3356	Rexburg City	Madison County	Idaho	0.0013362319410000000000
3361	Shoshone County	Shoshone County	Idaho	0.0128410913400000000000
3308	Star City	Ada County, Canyon County	Idaho	0.0000013227720000000000
3362	Teton County	Teton County	Idaho	0.0042581952110000000000
3366	Twin Falls City	Twin Falls County	Idaho	0.0182457652220000000000
3363	Twin Falls County	Twin Falls County	Idaho	0.0331043018730000000000
3367	Valley County	Valley County	Idaho	0.0080747108140000000000
3365	Washington County	Washington County	Idaho	0.0049173586520000000000
14116	District 1: Panhandle Health District	Benewah County, Boundary County, Kootenai County, Shoshone County, Bonner County	Idaho	Allocations to Health Districts in Idaho will be made in accordance with the Idaho Opioid Settlement Intrastate Allocation Agreement Between The State of Idaho, Health Districts, And Eligible Local Governments
14115	District 2: North Central Health District	Clearwater County, Idaho County, Latah County, Lewis County, Nez Perce County	Idaho	
14112	District 3: Southwest District Health	Adams County, Canyon County, Gem County, Owyhee County, Payette County, Washington County	Idaho	
14106	District 4: Central District Health	Ada County, Boise County, Elmore County, Valley County	Idaho	
14107	District 5: South Central Public Health District	Camas County, Gooding County, Blaine County, Lincoln County, Jerome County, Minidoka County, Twin Falls County, Cassia County	Idaho	

BG Entity ID	Subdivision Name	County	State	Consolidated State Allocation
14105	District 6: Southeastern Idaho Public Health	Bannock County, Bear Lake County, Bingham County, Butte County, Caribou County, Oneida County, Power County	Idaho	Local Governments:
14104	District 7: Eastern Idaho Public Health	Bonneville County, Clark County, Custer County, Fremont County, Jefferson County, Lemhi County, Madison County, Teton County	Idaho	
3370	Adams County	Adams County	Illinois	
3545	Addison Village	Dupage County	Illinois	
3369	Alexander County	Alexander County	Illinois	
3619	Algonquin Village	Kane County, Mchenry County	Illinois	
3802	Anna City	Union County	Illinois	
3405	Arlington Heights Village	Cook County	Illinois	
3564	Aurora City	Dupage County, Kane County, Kendall County, Will County	Illinois	
3518	Bartlett Village	Cook County, Dupage County, Kane County	Illinois	
3403	Bedford Park Village	Cook County	Illinois	
3780	Belleville City	St Clair County	Illinois	
3409	Bellwood Village	Cook County	Illinois	
3509	Bensenville Village	Cook County, Dupage County	Illinois	
3575	Benton City	Franklin County	Illinois	
3408	Berkeley Village	Cook County	Illinois	
3407	Berwyn City	Cook County	Illinois	
3728	Bloomington City	Mclean County	Illinois	
3829	Bolingbrook Village	Will County, Dupage County	Illinois	
3372	Bond County	Bond County	Illinois	
3379	Boone County	Boone County	Illinois	
3411	Bridgeview Village	Cook County	Illinois	
3410	Broadview Village	Cook County	Illinois	
3373	Brown County	Brown County	Illinois	
3527	Buffalo Grove Village	Cook County, Lake County	Illinois	
3480	Burbank City	Cook County	Illinois	
3378	Bureau County	Bureau County	Illinois	
3377	Calhoun County	Calhoun County	Illinois	
3415	Calumet City	Cook County	Illinois	
3600	Carbondale City	Jackson County, Williamson County	Illinois	
3554	Carol Stream Village	Dupage County	Illinois	
3606	Carpentersville Village	Kane County	Illinois	
3380	Carroll County	Carroll County	Illinois	
3382	Cass County	Cass County	Illinois	
3384	Champaign City	Champaign County	Illinois	
3385	Champaign County	Champaign County	Illinois	
3511	Chicago City	Cook County, Dupage County	Illinois	
3413	Chicago Heights City	Cook County	Illinois	
3414	Chicago Ridge Village	Cook County	Illinois	
3388	Christian County	Christian County	Illinois	
13120	Cicero Town	Cook County	Illinois	
3394	Clark County	Clark County	Illinois	
3399	Clay County	Clay County	Illinois	
3395	Clinton County	Clinton County	Illinois	
3398	Coles County	Coles County	Illinois	
3400	Cook County	Cook County	Illinois	
3475	Countryside City	Cook County	Illinois	
3528	Crawford County	Crawford County	Illinois	

BG Entity ID	Subdivision Name	County	State	Consolidated State Allocation
3720	Crystal Lake City	Mchenry County	Illinois	
3532	Cumberland County	Cumberland County	Illinois	
3803	Danville City	Vermilion County	Illinois	
3531	De Witt County	De Witt County	Illinois	
3684	Decatur City	Macon County	Illinois	
3535	Dekalb City	Dekalb County	Illinois	
3537	Dekalb County	Dekalb County	Illinois	
3417	Des Plaines City	Cook County	Illinois	
3419	Dolton Village	Cook County	Illinois	
3538	Douglas County	Douglas County	Illinois	
3544	Downers Grove Village	Dupage County	Illinois	
3541	Dupage County	Dupage County	Illinois	
3568	Edgar County	Edgar County	Illinois	
3569	Edwards County	Edwards County	Illinois	
3570	Effingham County	Effingham County	Illinois	
3517	Elgin City	Cook County, Kane County	Illinois	
3508	Elk Grove Village Village	Cook County, Dupage County	Illinois	
3513	Elmhurst City	Cook County, Dupage County	Illinois	
3420	Evanston City	Cook County	Illinois	
3424	Evergreen Park Village	Cook County	Illinois	
3574	Fayette County	Fayette County	Illinois	
3576	Ford County	Ford County	Illinois	
3421	Forest Park Village	Cook County	Illinois	
3580	Franklin County	Franklin County	Illinois	
3422	Franklin Park Village	Cook County	Illinois	
3582	Fulton County	Fulton County	Illinois	
3636	Galesburg City	Knox County	Illinois	
3587	Gallatin County	Gallatin County	Illinois	
3555	Glendale Heights Village	Dupage County	Illinois	
3426	Glenview Village	Cook County	Illinois	
3690	Granite City	Madison County	Illinois	
3588	Greene County	Greene County	Illinois	
3584	Grundy County	Grundy County	Illinois	
3638	Gurnee Village	Lake County	Illinois	
3583	Hamilton County	Hamilton County	Illinois	
3591	Hancock County	Hancock County	Illinois	
3510	Hanover Park Village	Cook County, Dupage County	Illinois	
3590	Hardin County	Hardin County	Illinois	
3767	Harrisburg City	Saline County	Illinois	
3423	Harvey City	Cook County	Illinois	
3427	Harwood Heights Village	Cook County	Illinois	
3594	Henderson County	Henderson County	Illinois	
3595	Henry County	Henry County	Illinois	
3838	Herrin City	Williamson County	Illinois	
3429	Hillside Village	Cook County	Illinois	
3434	Hodgkins Village	Cook County	Illinois	
3521	Hoffman Estates Village	Cook County, Kane County	Illinois	
3593	Iroquois County	Iroquois County	Illinois	
3597	Jackson County	Jackson County	Illinois	
3599	Jasper County	Jasper County	Illinois	
3601	Jefferson County	Jefferson County	Illinois	
3604	Jersey County	Jersey County	Illinois	
3605	Jo Daviess County	Jo Daviess County	Illinois	
3602	Johnson County	Johnson County	Illinois	
3635	Joliet City	Kendall County, Will County	Illinois	
3603	Kane County	Kane County	Illinois	

BG Entity ID	Subdivision Name	County	State	Consolidated State Allocation
3625	Kankakee City	Kankakee County	Illinois	Allocations in Illinois will be made in accordance with the Illinois Opioid Allocation Agreement.
3618	Kankakee County	Kankakee County	Illinois	
3628	Kendall County	Kendall County	Illinois	
3631	Knox County	Knox County	Illinois	
3435	La Grange Park Village	Cook County	Illinois	
3637	Lake County	Lake County	Illinois	
3673	Lasalle County	Lasalle County	Illinois	
3675	Lawrence County	Lawrence County	Illinois	
3678	Lee County	Lee County	Illinois	
3680	Livingston County	Livingston County	Illinois	
3682	Logan County	Logan County	Illinois	
3547	Lombard Village	Dupage County	Illinois	
3488	Lyons Township	Cook County	Illinois	
3440	Lyons Village	Cook County	Illinois	
3689	Macon County	Macon County	Illinois	
3685	Macoupin County	Macoupin County	Illinois	
3691	Madison County	Madison County	Illinois	
3837	Marion City	Williamson County, Johnson County	Illinois	
3706	Marion County	Marion County	Illinois	
3713	Marshall County	Marshall County	Illinois	
3715	Mason County	Mason County	Illinois	
3710	Massac County	Massac County	Illinois	
3437	Maywood Village	Cook County	Illinois	
3439	Mccook Village	Cook County	Illinois	
3711	Mcdonough County	Mcdonough County	Illinois	
3716	Mchenry County	Mchenry County	Illinois	
3729	Mclean County	Mclean County	Illinois	
3438	Melrose Park Village	Cook County	Illinois	
3735	Menard County	Menard County	Illinois	
3738	Mercer County	Mercer County	Illinois	
3446	Merrionette Park Village	Cook County	Illinois	
3712	Metropolis City	Massac County	Illinois	
3760	Moline City	Rock Island County	Illinois	
3733	Monroe County	Monroe County	Illinois	
3741	Montgomery County	Montgomery County	Illinois	
3740	Morgan County	Morgan County	Illinois	
3739	Moultrie County	Moultrie County	Illinois	
3445	Mount Prospect Village	Cook County	Illinois	
3645	Mundelein Village	Lake County	Illinois	
3567	Naperville City	Dupage County, Will County	Illinois	
3732	Normal Town	Mclean County	Illinois	
3450	North Riverside Village	Cook County	Illinois	
3447	Northbrook Village	Cook County	Illinois	
3449	Northlake City	Cook County	Illinois	
3456	Oak Lawn Village	Cook County	Illinois	
3454	Oak Park Village	Cook County	Illinois	
3744	Ogle County	Ogle County	Illinois	
3529	Orland Park Village	Cook County, Will County	Illinois	
3630	Oswego Village	Kendall County, Will County	Illinois	
3453	Palatine Village	Cook County	Illinois	
3476	Palos Heights City	Cook County	Illinois	
3479	Palos Hills City	Cook County	Illinois	
3458	Park Ridge City	Cook County	Illinois	
3746	Pekin City	Peoria County, Tazewell County	Illinois	
3745	Peoria City	Peoria County	Illinois	
3743	Peoria County	Peoria County	Illinois	

BG Entity ID	Subdivision Name	County	State	Consolidated State Allocation
3750	Perry County	Perry County	Illinois	
3753	Piatt County	Piatt County	Illinois	
3754	Pike County	Pike County	Illinois	
3839	Plainfield Village	Will County, Kendall County	Illinois	
3751	Pope County	Pope County	Illinois	
3452	Posen Village	Cook County	Illinois	
3376	Princeton City	Bureau County	Illinois	
3755	Pulaski County	Pulaski County	Illinois	
3756	Putnam County	Putnam County	Illinois	
3368	Quincy City	Adams County	Illinois	
3757	Randolph County	Randolph County	Illinois	
3759	Richland County	Richland County	Illinois	
3459	River Forest Village	Cook County	Illinois	
3460	River Grove Village	Cook County	Illinois	
3463	Riverside Village	Cook County	Illinois	
3763	Rock Island City	Rock Island County	Illinois	
3758	Rock Island County	Rock Island County	Illinois	
3852	Rockford City	Winnebago County, Ogle County	Illinois	
3821	Romeoville Village	Will County	Illinois	
3772	Saline County	Saline County	Illinois	
3774	Sangamon County	Sangamon County	Illinois	
3507	Schaumburg Village	Cook County, Dupage County	Illinois	
3465	Schiller Park Village	Cook County	Illinois	
3770	Schuyler County	Schuyler County	Illinois	
3775	Scott County	Scott County	Illinois	
3577	Sesser City	Franklin County	Illinois	
3779	Shelby County	Shelby County	Illinois	
3461	Skokie Village	Cook County	Illinois	
3769	Springfield City	Sangamon County	Illinois	
3777	St Clair County	St Clair County	Illinois	
3566	St. Charles City	Dupage County, Kane County	Illinois	
3788	Stark County	Stark County	Illinois	
3793	Stephenson County	Stephenson County	Illinois	
3466	Stone Park Village	Cook County	Illinois	
3472	Streamwood Village	Cook County	Illinois	
3677	Streator City	Lasalle County, Livingston County	Illinois	
3471	Summit Village	Cook County	Illinois	
3790	Tazewell County	Tazewell County	Illinois	
3524	Tinley Park Village	Cook County, Will County	Illinois	
3804	Union County	Union County	Illinois	
3386	Urbana City	Champaign County	Illinois	
3805	Vermilion County	Vermilion County	Illinois	
3810	Wabash County	Wabash County	Illinois	
3806	Warren County	Warren County	Illinois	
3809	Washington County	Washington County	Illinois	
3651	Waukegan City	Lake County	Illinois	
3812	Wayne County	Wayne County	Illinois	
3579	West Frankfort City	Franklin County	Illinois	
3549	Wheaton City	Dupage County	Illinois	
3520	Wheeling Village	Cook County, Lake County	Illinois	
3811	White County	White County	Illinois	
3816	Whiteside County	Whiteside County	Illinois	
3813	Will County	Will County	Illinois	
3841	Williamson County	Williamson County	Illinois	
3842	Winnebago County	Winnebago County	Illinois	
3846	Woodford County	Woodford County	Illinois	

BG Entity ID	Subdivision Name	County	State	Consolidated State Allocation
3519	Woodridge Village	Cook County, Dupage County, Will County	Illinois	
3849	Adams County	Adams County	Indiana	0.0030930669430000000000
3887	Advance Town	Boone County	Indiana	0.0000056978630000000000
4015	Akron Town	Fulton County	Indiana	0.0000032852540000000000
4253	Alamo Town	Montgomery County	Indiana	0.0000057491950000000000
3975	Albany Town	Delaware County, Randolph County	Indiana	0.0002569684860000000000
4280	Albion Town	Noble County	Indiana	0.0002166214570000000000
4214	Alexandria City	Madison County	Indiana	0.0010624204480000000000
3933	Alfordsville Town	Daviess County	Indiana	0.0000015399630000000000
3857	Allen County	Allen County	Indiana	0.0155291918460000000000
3932	Alton Town	Crawford County	Indiana	0.0000003079930000000000
3945	Altona Town	De Kalb County	Indiana	0.0000124737000000000000
3875	Ambia Town	Benton County	Indiana	0.0000065191770000000000
4239	Amboy Town	Miami County	Indiana	0.0000048252170000000000
4076	Amo Town	Hendricks County	Indiana	0.0000057491950000000000
4213	Anderson City	Madison County	Indiana	0.0138289187390000000000
4113	Andrews Town	Huntington County	Indiana	0.0000605205440000000000
4386	Angola City	Steuben County	Indiana	0.0009475392110000000000
4045	Arcadia Town	Hamilton County	Indiana	0.0000631384810000000000
4231	Argos Town	Marshall County	Indiana	0.0001679072950000000000
3944	Ashley Town	De Kalb County	Indiana	0.0000623685000000000000
4052	Atlanta Town	Hamilton County	Indiana	0.0000116523860000000000
3999	Attica City	Fountain County	Indiana	0.0002075870070000000000
3947	Auburn City	De Kalb County	Indiana	0.0014726152490000000000
3953	Aurora City	Dearborn County	Indiana	0.0000943997300000000000
4358	Austin City	Scott County	Indiana	0.0002322777470000000000
4279	Avilla Town	Noble County	Indiana	0.0001995792000000000000
4086	Avon Town	Hendricks County	Indiana	0.0001641087200000000000
4337	Bainbridge Town	Putnam County	Indiana	0.0000147836440000000000
4139	Bargersville Town	Johnson County	Indiana	0.0001210410890000000000
3869	Bartholomew County	Bartholomew County	Indiana	0.0118392352580000000000
4010	Batesville City	Franklin County, Ripley County	Indiana	0.0015470467920000000000
4408	Battle Ground Town	Tippecanoe County	Indiana	0.0001362867220000000000
4211	Bedford City	Lawrence County	Indiana	0.0032698033590000000000
4226	Beech Grove City	Marion County	Indiana	0.0005447362320000000000
3872	Benton County	Benton County	Indiana	0.0007443154320000000000
3854	Berne City	Adams County	Indiana	0.0000280786580000000000
4263	Bethany Town	Morgan County	Indiana	0.0000272060100000000000
4309	Beverly Shores Town	Porter County	Indiana	0.0001544582850000000000
4150	Bicknell City	Knox County	Indiana	0.0000132950140000000000
3980	Birdseye Town	Dubois County	Indiana	0.0000294646250000000000
3883	Blackford County	Blackford County	Indiana	0.0027153653600000000000
4044	Bloomfield Town	Greene County	Indiana	0.0000428623020000000000
4297	Bloomingdale Town	Parke County	Indiana	0.0000260253740000000000
4252	Bloomington City	Monroe County	Indiana	0.0083902315430000000000
4087	Blountsville Town	Henry County	Indiana	0.0000025666050000000000
4472	Bluffton City	Wells County	Indiana	0.0010029778780000000000
3886	Boone County	Boone County	Indiana	0.0067627986840000000000
4446	Boonville City	Warrick County	Indiana	0.0010078544270000000000
3914	Borden Town	Clark County	Indiana	0.0000175042460000000000
4465	Boston Town	Wayne County	Indiana	0.0000056978630000000000
3876	Boswell Town	Benton County	Indiana	0.0000210974930000000000
4234	Bourbon Town	Marshall County	Indiana	0.0001730405050000000000
3915	Brazil City	Clay County	Indiana	0.0006268162580000000000
4233	Bremen Town	Marshall County	Indiana	0.0005293879350000000000

BG Entity ID	Subdivision Name	County	State	Consolidated State Allocation
3982	Bristol Town	Elkhart County	Indiana	0.0001584621890000000000
4270	Brook Town	Newton County	Indiana	0.0000373697680000000000
4262	Brooklyn Town	Morgan County	Indiana	0.0000657050860000000000
4131	Brooksburg Town	Jefferson County	Indiana	0.0000095477700000000000
4488	Brookston Town	White County	Indiana	0.0001166778600000000000
4003	Brookville Town	Franklin County	Indiana	0.0005389357050000000000
3895	Brown County	Brown County	Indiana	0.0018791654710000000000
4077	Brownsburg Town	Hendricks County	Indiana	0.0011259182540000000000
4115	Brownstown Town	Jackson County	Indiana	0.0000336225250000000000
4151	Bruceville Town	Knox County	Indiana	0.0000024126090000000000
4125	Bryant Town	Jay County	Indiana	0.0000037472430000000000
4245	Bunker Hill Town	Miami County	Indiana	0.0000109850690000000000
4157	Burket Town	Kosciusko County	Indiana	0.0000111390650000000000
3901	Burlington Town	Carroll County	Indiana	0.0000638057990000000000
4490	Burnettsville Town	White County	Indiana	0.0000046198890000000000
4323	Burns Harbor Town	Porter County	Indiana	0.0003979777620000000000
3948	Butler City	De Kalb County	Indiana	0.0002391562480000000000
4092	Cadiz Town	Henry County	Indiana	0.0000028232650000000000
4466	Cambridge City Town	Wayne County	Indiana	0.0002415175250000000000
3893	Camden Town	Carroll County	Indiana	0.0000642164560000000000
4458	Campbellsburg Town	Washington County	Indiana	0.0000818746980000000000
3935	Cannelburg Town	Daviess County	Indiana	0.0000022586120000000000
4302	Cannelton City	Perry County	Indiana	0.0000183255590000000000
3917	Carbon Town	Clay County	Indiana	0.0000268466880000000000
4394	Carlisle Town	Sullivan County	Indiana	0.0000176582420000000000
4049	Carmel City	Hamilton County	Indiana	0.0036762509170000000000
3896	Carroll County	Carroll County	Indiana	0.0016297941360000000000
4357	Carthage Town	Rush County	Indiana	0.0000131410170000000000
3900	Cass County	Cass County	Indiana	0.0033896124780000000000
4422	Cayuga Town	Vermillion County	Indiana	0.0000784867790000000000
4009	Cedar Grove Town	Franklin County	Indiana	0.0000040552360000000000
4203	Cedar Lake Town	Lake County	Indiana	0.0005116783600000000000
3920	Center Point Town	Clay County	Indiana	0.0000163749400000000000
4464	Centerville Town	Wayne County	Indiana	0.0003507522310000000000
4485	Chalmers Town	White County	Indiana	0.0000068271690000000000
4451	Chandler Town	Warrick County	Indiana	0.0003475183090000000000
3910	Charlestown City	Clark County	Indiana	0.0001460398210000000000
3974	Chesterfield Town	Delaware County, Madison County	Indiana	0.0003790362170000000000
4311	Chesterton Town	Porter County	Indiana	0.0021600033840000000000
4366	Chrisney Town	Spencer County	Indiana	0.0000323392220000000000
4495	Churubusco Town	Whitley County	Indiana	0.0000056465300000000000
4055	Cicero Town	Hamilton County	Indiana	0.0001732971650000000000
3908	Clark County	Clark County	Indiana	0.0193760706590000000000
4406	Clarks Hill Town	Tippecanoe County	Indiana	0.0000406036900000000000
3907	Clarksville Town	Clark County	Indiana	0.0010717628900000000000
3918	Clay City Town	Clay County	Indiana	0.0000576972790000000000
3912	Clay County	Clay County	Indiana	0.0029545216080000000000
4161	Claypool Town	Kosciusko County	Indiana	0.0000246907400000000000
4082	Clayton Town	Hendricks County	Indiana	0.0000069811650000000000
4390	Clear Lake Town	Steuben County	Indiana	0.0000197628580000000000
3866	Clifford Town	Bartholomew County	Indiana	0.0000023099440000000000
4430	Clinton City	Vermillion County	Indiana	0.0003365845720000000000
3922	Clinton County	Clinton County	Indiana	0.0027442140000000000000
4331	Cloverdale Town	Putnam County	Indiana	0.0000502027930000000000
4079	Coatesville Town	Hendricks County	Indiana	0.0000074944860000000000
3921	Colfax Town	Clinton County	Indiana	0.0000461475570000000000

BG Entity ID	Subdivision Name	County	State	Consolidated State Allocation
4497	Columbia City	Whitley County	Indiana	0.0008864026810000000000
3861	Columbus City	Bartholomew County	Indiana	0.0007642836180000000000
3994	Connersville City	Fayette County	Indiana	0.0046361611640000000000
4040	Converse Town	Grant County	Indiana	0.0000457369000000000000
3946	Corunna Town	De Kalb County	Indiana	0.0000163749400000000000
4061	Corydon Town	Harrison County	Indiana	0.0000698116540000000000
4222	Country Club Heights Town	Madison County	Indiana	0.0000122170400000000000
4001	Covington City	Fountain County	Indiana	0.0002571224830000000000
4064	Crandall Town	Harrison County	Indiana	0.0000001539960000000000
4244	Crane Town	Martin County	Indiana	0.0000156562900000000000
3930	Crawford County	Crawford County	Indiana	0.0013389464640000000000
4251	Crawfordsville City	Montgomery County	Indiana	0.0027384134730000000000
4282	Cromwell Town	Noble County	Indiana	0.0000345465020000000000
4118	Crothersville Town	Jackson County	Indiana	0.0000182228950000000000
4190	Crown Point City	Lake County	Indiana	0.0012461893620000000000
4236	Culver Town	Marshall County	Indiana	0.0002898210300000000000
14145	Cumberland Town	Hancock County, Marion County	Indiana	0.0001482471010000000000
4328	Cynthiana Town	Posey County	Indiana	0.0000327498790000000000
4369	Dale Town	Spencer County	Indiana	0.0000597505630000000000
3971	Daleville Town	Delaware County	Indiana	0.0001997845280000000000
4432	Dana Town	Vermillion County	Indiana	0.0000505107850000000000
4078	Danville Town	Hendricks County	Indiana	0.0000394743840000000000
4257	Darlington Town	Montgomery County	Indiana	0.0000747908680000000000
4425	Darmstadt Town	Vanderburgh County	Indiana	0.0001094913670000000000
3942	Daviess County	Daviess County	Indiana	0.0037589982600000000000
4410	Dayton Town	Tippecanoe County	Indiana	0.0001147272410000000000
3943	De Kalb County	De Kalb County	Indiana	0.0027734732960000000000
4121	De Motte Town	Jasper County	Indiana	0.0000709409600000000000
3956	Dearborn County	Dearborn County	Indiana	0.0095772349940000000000
3856	Decatur City	Adams County	Indiana	0.0000909091470000000000
3961	Decatur County	Decatur County	Indiana	0.0035332396900000000000
4148	Decker Town	Knox County	Indiana	0.0000012319700000000000
3970	Delaware County	Delaware County	Indiana	0.0120357345330000000000
3897	Delphi City	Carroll County	Indiana	0.0001772497370000000000
4240	Denver Town	Miami County	Indiana	0.0000600585600000000000
3954	Dillsboro Town	Dearborn County	Indiana	0.0000600072230000000000
4469	Dublin Town	Wayne County	Indiana	0.0000515887590000000000
3976	Dubois County	Dubois County	Indiana	0.0027289683660000000000
4393	Dugger Town	Sullivan County	Indiana	0.0000234074370000000000
4313	Dune Acres Town	Porter County	Indiana	0.0000469175380000000000
3884	Dunkirk City	Blackford County, Jay County	Indiana	0.0000798727460000000000
4089	Dunreith Town	Henry County	Indiana	0.0000033879190000000000
4136	Dupont Town	Jefferson County	Indiana	0.0000397823770000000000
4187	Dyer Town	Lake County	Indiana	0.0005331865100000000000
3882	Earl Park Town	Benton County	Indiana	0.0000091884460000000000
4185	East Chicago City	Lake County	Indiana	0.0046210181950000000000
4463	East Germantown Town	Wayne County	Indiana	0.0000158616190000000000
3969	Eaton Town	Delaware County	Indiana	0.0001664186640000000000
4467	Economy Town	Wayne County	Indiana	0.0000076484830000000000
4216	Edgewood Town	Madison County	Indiana	0.0002436734730000000000
3873	Edinburgh Town	Bartholomew County, Johnson County, Shelby County	Indiana	0.0001989632150000000000
4147	Edwardsport Town	Knox County	Indiana	0.0000014886310000000000
4449	Elberfeld Town	Warrick County	Indiana	0.0000315692410000000000
4074	Elizabeth Town	Harrison County	Indiana	0.0000001539960000000000
3864	Elizabethtown Town	Bartholomew County	Indiana	0.0000051332100000000000

BG Entity ID	Subdivision Name	County	State	Consolidated State Allocation
3986	Elkhart City	Elkhart County	Indiana	0.005425802839000000000
3983	Elkhart County	Elkhart County	Indiana	0.011662652839000000000
4249	Ellettsville Town	Monroe County	Indiana	0.000677789032000000000
3940	Elnora Town	Daviess County	Indiana	0.000013551674000000000
4224	Elwood City	Madison County, Tipton County	Indiana	0.002112777853000000000
3931	English Town	Crawford County	Indiana	0.000037472430000000000
4158	Etna Green Town	Kosciusko County	Indiana	0.000033725189000000000
4423	Evansville City	Vanderburgh County	Indiana	0.019321196646000000000
4365	Fairland Town	Shelby County	Indiana	0.000005133210000000000
4027	Fairmount Town	Grant County	Indiana	0.000104409489000000000
4431	Fairview Park Town	Vermillion County	Indiana	0.000093373088000000000
4396	Farmersburg Town	Sullivan County	Indiana	0.000039731044000000000
4342	Farmland Town	Randolph County	Indiana	0.000182074954000000000
3990	Fayette County	Fayette County	Indiana	0.002945127834000000000
3978	Ferdinand Town	Dubois County	Indiana	0.000189415444000000000
4338	Fillmore Town	Putnam County	Indiana	0.000010420416000000000
4048	Fishers City	Hamilton County	Indiana	0.001521842732000000000
3898	Flora Town	Carroll County	Indiana	0.000175966435000000000
3989	Floyd County	Floyd County	Indiana	0.015760956272000000000
4019	Fort Branch Town	Gibson County	Indiana	0.000073250905000000000
3859	Fort Wayne City	Allen County	Indiana	0.027340040454000000000
4058	Fortville Town	Hamilton County	Indiana	0.000152712994000000000
4470	Fountain City Town	Wayne County	Indiana	0.000045993560000000000
3996	Fountain County	Fountain County	Indiana	0.001640779205000000000
3877	Fowler Town	Benton County	Indiana	0.000093886409000000000
4033	Fowlerton Town	Grant County	Indiana	0.000022688788000000000
4327	Francesville Town	Pulaski County	Indiana	0.000011498390000000000
4020	Francisco Town	Gibson County	Indiana	0.000027668001000000000
3926	Frankfort City	Clinton County	Indiana	0.001520302769000000000
4145	Franklin City	Johnson County	Indiana	0.001074072834000000000
4006	Franklin County	Franklin County	Indiana	0.002948618417000000000
4212	Frankton Town	Madison County	Indiana	0.000115548554000000000
4392	Fremont Town	Steuben County	Indiana	0.000201427156000000000
4289	French Lick Town	Orange County	Indiana	0.000211642243000000000
4008	Fulton County	Fulton County	Indiana	0.002359941908000000000
4013	Fulton Town	Fulton County	Indiana	0.000002925930000000000
3902	Galveston Town	Cass County	Indiana	0.000012730360000000000
3949	Garrett City	De Kalb County	Indiana	0.000387249353000000000
4194	Gary City	Lake County	Indiana	0.007295266544000000000
4030	Gas City	Grant County	Indiana	0.000544736232000000000
3967	Gaston Town	Delaware County	Indiana	0.000083209332000000000
3853	Geneva Town	Adams County	Indiana	0.000008367132000000000
4374	Gentryville Town	Spencer County	Indiana	0.000017966235000000000
13132	Georgetown Town	Floyd County	Indiana	0.000044864254000000000
4016	Gibson County	Gibson County	Indiana	0.002588523744000000000
3992	Glenwood Town	Fayette County	Indiana	0.000027103348000000000
4276	Goodland Town	Newton County	Indiana	0.000046352885000000000
3984	Goshen City	Elkhart County	Indiana	0.002386377939000000000
4293	Gosport Town	Owen County	Indiana	0.000097736316000000000
3860	Grabill Town	Allen County	Indiana	0.000057543283000000000
4371	Grandview Town	Spencer County	Indiana	0.000048406169000000000
4026	Grant County	Grant County	Indiana	0.007449878825000000000
4334	Greencastle City	Putnam County	Indiana	0.000286279115000000000
3959	Greendale City	Dearborn County	Indiana	0.000136543383000000000
4042	Greene County	Greene County	Indiana	0.004315540875000000000
4057	Greenfield City	Hancock County	Indiana	0.000612289274000000000

BG Entity ID	Subdivision Name	County	State	Consolidated State Allocation
4473	Greens Fork Town	Wayne County	Indiana	0.000017504246000000000
4090	Greensboro Town	Henry County	Indiana	0.000002720601000000000
3960	Greensburg City	Decatur County	Indiana	0.000195369968000000000
4101	Greentown Town	Howard County	Indiana	0.000017452914000000000
3991	Greenville Town	Floyd County	Indiana	0.000009291110000000000
4141	Greenwood City	Johnson County	Indiana	0.001803758618000000000
4322	Griffin Town	Posey County	Indiana	0.000010112423000000000
4195	Griffith Town	Lake County	Indiana	0.000696165923000000000
4474	Hagerstown Town	Wayne County	Indiana	0.000234433695000000000
4051	Hamilton County	Hamilton County	Indiana	0.020269762499000000000
3952	Hamilton Town	De Kalb County, Steuben County	Indiana	0.000034341174000000000
4384	Hamlet Town	Starke County	Indiana	0.000188234806000000000
4193	Hammond City	Lake County	Indiana	0.010770244302000000000
4062	Hancock County	Hancock County	Indiana	0.008954422640000000000
4133	Hanover Town	Jefferson County	Indiana	0.000079667417000000000
4454	Hardinsburg Town	Washington County	Indiana	0.000034649167000000000
3923	Harmony Town	Clay County	Indiana	0.000043529620000000000
4071	Harrison County	Harrison County	Indiana	0.005610033742000000000
3879	Hartford City	Blackford County	Indiana	0.001033058488000000000
3863	Hartsville Town	Bartholomew County	Indiana	0.000003849907000000000
4014	Haubstadt Town	Gibson County	Indiana	0.000066783060000000000
4018	Hazleton Town	Gibson County	Indiana	0.000014937641000000000
4314	Hebron Town	Porter County	Indiana	0.000722037301000000000
4073	Hendricks County	Hendricks County	Indiana	0.015700846384000000000
4088	Henry County	Henry County	Indiana	0.011653207733000000000
4192	Highland Town	Lake County	Indiana	0.000864997196000000000
3998	Hillsboro Town	Fountain County	Indiana	0.000040501026000000000
4201	Hobart City	Lake County	Indiana	0.001594631648000000000
3981	Holland Town	Dubois County	Indiana	0.000044453598000000000
4360	Holton Town	Ripley County	Indiana	0.000060058556000000000
3874	Hope Town	Bartholomew County	Indiana	0.000036805115000000000
4106	Howard County	Howard County	Indiana	0.018693507742000000000
4398	Hudson Town	Steuben County	Indiana	0.000029669953000000000
3868	Huntertown Town	Allen County	Indiana	0.000415225347000000000
3979	Huntingburg City	Dubois County	Indiana	0.000455829037000000000
4110	Huntington City	Huntington County	Indiana	0.002487142849000000000
4108	Huntington County	Huntington County	Indiana	0.002617013059000000000
4400	Hymera Town	Sullivan County	Indiana	0.000020173515000000000
4378	Indian Village Town	St Joseph County	Indiana	0.000006005856000000000
4230	Indianapolis City - Marion County	Marion County	Indiana	0.158348539612000000000
4215	Ingalls Town	Madison County	Indiana	0.000015194301000000000
4111	Jackson County	Jackson County	Indiana	0.007183516565000000000
13130	Jamestown Town	Boone County	Indiana	0.000010471748000000000
4043	Jasonville City	Greene County	Indiana	0.000039628380000000000
3977	Jasper City	Dubois County	Indiana	0.000892100544000000000
4119	Jasper County	Jasper County	Indiana	0.004269598647000000000
4124	Jay County	Jay County	Indiana	0.003117552354000000000
4132	Jefferson County	Jefferson County	Indiana	0.003577898616000000000
3909	Jeffersonville City	Clark County	Indiana	0.001772754031000000000
4137	Jennings County	Jennings County	Indiana	0.004175198917000000000
4138	Johnson County	Johnson County	Indiana	0.017413644524000000000
4032	Jonesboro City	Grant County	Indiana	0.000065499758000000000
3871	Jonesville Town	Bartholomew County	Indiana	0.000001847956000000000
4417	Kempton Town	Tipton County	Indiana	0.000027462673000000000
4284	Kendallville City	Noble County	Indiana	0.000955393022000000000
4091	Kennard Town	Henry County	Indiana	0.000009034449000000000

BG Entity ID	Subdivision Name	County	State	Consolidated State Allocation
4269	Kentland Town	Newton County	Indiana	0.000053796040000000000
4017	Kewanna Town	Fulton County	Indiana	0.000005389870000000000
3997	Kingman Town	Fountain County	Indiana	0.000037934421000000000
4169	Kingsbury Town	La Porte County	Indiana	0.000012935689000000000
4173	Kingsford Heights Town	La Porte County	Indiana	0.000045942228000000000
3925	Kirklin Town	Clinton County	Indiana	0.000053282719000000000
4093	Knightstown Town	Henry County	Indiana	0.000036856447000000000
3919	Knightsville Town	Clay County	Indiana	0.000053026058000000000
4389	Knox City	Starke County	Indiana	0.000998614649000000000
4146	Knox County	Knox County	Indiana	0.005298755895000000000
4105	Kokomo City	Howard County	Indiana	0.002824600066000000000
4156	Kosciusko County	Kosciusko County	Indiana	0.004936351277000000000
4318	Kouts Town	Porter County	Indiana	0.000383502110000000000
4172	La Crosse Town	La Porte County	Indiana	0.000028283986000000000
4439	La Fontaine Town	Wabash County	Indiana	0.000017555578000000000
4235	La Paz Town	Marshall County	Indiana	0.000034187178000000000
4174	La Porte City	La Porte County	Indiana	0.001637904607000000000
4168	La Porte County	La Porte County	Indiana	0.007761413333000000000
4066	Laconia Town	Harrison County	Indiana	0.000000051332000000000
4256	Ladoga Town	Montgomery County	Indiana	0.000108156732000000000
4409	Lafayette City	Tippecanoe County	Indiana	0.010122433215000000000
4182	Lagrange County	Lagrange County	Indiana	0.002088446438000000000
4183	Lagrange Town	Lagrange County	Indiana	0.000232996396000000000
4436	Lagro Town	Wabash County	Indiana	0.000008264468000000000
4188	Lake County	Lake County	Indiana	0.018344141478000000000
4191	Lake Station City	Lake County	Indiana	0.000738514905000000000
4379	Lakeville Town	St Joseph County	Indiana	0.000035470480000000000
4069	Lanesville Town	Harrison County	Indiana	0.000000513321000000000
4219	Lapel Town	Madison County	Indiana	0.000216570125000000000
4492	Larwill Town	Whitley County	Indiana	0.000024998732000000000
4007	Laurel Town	Franklin County	Indiana	0.000013295014000000000
4227	Lawrence City	Marion County	Indiana	0.001413634668000000000
4206	Lawrence County	Lawrence County	Indiana	0.004144758982000000000
3955	Lawrenceburg City	Dearborn County	Indiana	0.000397721101000000000
3934	Leavenworth Town	Crawford County	Indiana	0.000001385967000000000
3888	Lebanon City	Boone County	Indiana	0.000221087349000000000
4159	Leesburg Town	Kosciusko County	Indiana	0.000032236558000000000
3870	Leo-Cedarville Town	Allen County	Indiana	0.000196037285000000000
4094	Lewisville Town	Henry County	Indiana	0.000006981165000000000
4416	Liberty Town	Union County	Indiana	0.000173399830000000000
4281	Ligonier City	Noble County	Indiana	0.000407012211000000000
4259	Linden Town	Montgomery County	Indiana	0.000066885725000000000
4041	Linton City	Greene County	Indiana	0.000214516841000000000
4460	Little York Town	Washington County	Indiana	0.000026795356000000000
4456	Livonia Town	Washington County	Indiana	0.000017966235000000000
4081	Lizton Town	Hendricks County	Indiana	0.000006827169000000000
3903	Logansport City	Cass County	Indiana	0.000184076906000000000
4176	Long Beach Town	La Porte County	Indiana	0.000039115059000000000
4238	Loogootee City	Martin County	Indiana	0.000178533039000000000
4346	Losantville Town	Randolph County	Indiana	0.000065191765000000000
4196	Lowell Town	Lake County	Indiana	0.000413531388000000000
4341	Lynn Town	Randolph County	Indiana	0.000149633068000000000
4453	Lynnville Town	Warrick County	Indiana	0.000045377575000000000
4038	Lyons Town	Greene County	Indiana	0.000016426272000000000
4021	Mackey Town	Gibson County	Indiana	0.000006159852000000000
4246	Macy Town	Miami County	Indiana	0.000002617937000000000

BG Entity ID	Subdivision Name	County	State	Consolidated State Allocation
4129	Madison City	Jefferson County	Indiana	0.0013095845040000000000
4207	Madison County	Madison County	Indiana	0.0137926269450000000000
3929	Marengo Town	Crawford County	Indiana	0.0000048252170000000000
4031	Marion City	Grant County	Indiana	0.0079365584540000000000
4107	Markle Town	Huntington County	Indiana	0.0000688876770000000000
4223	Markleville Town	Madison County	Indiana	0.0000805400630000000000
4232	Marshall County	Marshall County	Indiana	0.0026797922160000000000
4298	Marshall Town	Parke County	Indiana	0.0000254093890000000000
4242	Martin County	Martin County	Indiana	0.0008651511930000000000
4271	Martinsville City	Morgan County	Indiana	0.0007940049040000000000
4037	Matthews Town	Grant County	Indiana	0.0000508187780000000000
4068	Mauckport Town	Harrison County	Indiana	0.0000000513320000000000
4060	Mccordsville Town	Hancock County	Indiana	0.0001708332250000000000
4301	Mecca Town	Parke County	Indiana	0.0000254607210000000000
4330	Medaryville Town	Pulaski County	Indiana	0.0000081104720000000000
4117	Medora Town	Jackson County	Indiana	0.0000800780700000000000
4000	Mellott Town	Fountain County	Indiana	0.0000147323120000000000
4160	Mentone Town	Kosciusko County	Indiana	0.0000563113120000000000
4397	Merom Town	Sullivan County	Indiana	0.0000059031910000000000
4209	Merrillville Town	Lake County	Indiana	0.0010769474320000000000
4241	Miami County	Miami County	Indiana	0.0021571801180000000000
4177	Michiana Shores Town	La Porte County	Indiana	0.0000160669470000000000
4175	Michigan City	La Porte County	Indiana	0.0051926524470000000000
3924	Michigantown Town	Clinton County	Indiana	0.0000305939310000000000
3985	Middlebury Town	Elkhart County	Indiana	0.0001863355190000000000
4098	Middletown Town	Henry County	Indiana	0.0000390637270000000000
4352	Milan Town	Ripley County	Indiana	0.0002914636570000000000
4163	Milford Town	Kosciusko County	Indiana	0.0001565629010000000000
3995	Millersburg Town	Elkhart County	Indiana	0.0000439402770000000000
3964	Millhousen Town	Decatur County	Indiana	0.0000016939590000000000
3936	Milltown Town	Crawford County	Indiana	0.0000047738850000000000
4475	Milton Town	Wayne County	Indiana	0.0000005646530000000000
4375	Mishawaka City	St Joseph County	Indiana	0.0055379121430000000000
4208	Mitchell City	Lawrence County	Indiana	0.0004247217850000000000
4347	Modoc Town	Randolph County	Indiana	0.0000444535980000000000
4489	Monon Town	White County	Indiana	0.0001328988040000000000
4149	Monroe City Town	Knox County	Indiana	0.0000026692690000000000
4248	Monroe County	Monroe County	Indiana	0.0116042882420000000000
3855	Monroe Town	Adams County	Indiana	0.0000075971510000000000
3858	Monroeville Town	Allen County	Indiana	0.0000675017100000000000
4272	Monrovia Town	Morgan County	Indiana	0.0000589292490000000000
4333	Monterey Town	Pulaski County	Indiana	0.0000028745980000000000
4296	Montezuma Town	Parke County	Indiana	0.0000789487680000000000
4254	Montgomery County	Montgomery County	Indiana	0.0038813226520000000000
3937	Montgomery Town	Daviess County	Indiana	0.0000030285940000000000
4484	Monticello City	White County	Indiana	0.0008595046620000000000
3885	Montpelier City	Blackford County	Indiana	0.0002380269420000000000
4103	Mooreland Town	Henry County	Indiana	0.0000070838300000000000
3957	Moores Hill Town	Dearborn County	Indiana	0.0000098044310000000000
4274	Mooresville Town	Morgan County	Indiana	0.0006795343230000000000
4266	Morgan County	Morgan County	Indiana	0.0118920046560000000000
4268	Morgantown Town	Morgan County	Indiana	0.0000332632000000000000
4275	Morocco Town	Newton County	Indiana	0.0000433242910000000000
4367	Morristown Town	Shelby County	Indiana	0.0000142189910000000000
4471	Mount Auburn Town	Wayne County	Indiana	0.0000045685570000000000
4277	Mount Ayr Town	Newton County	Indiana	0.0000046198890000000000

BG Entity ID	Subdivision Name	County	State	Consolidated State Allocation
4012	Mount Carmel Town	Franklin County	Indiana	0.000002207280000000000
4109	Mount Etna Town	Huntington County	Indiana	0.000009496438000000000
4100	Mount Summit Town	Henry County	Indiana	0.000006724505000000000
4326	Mount Vernon City	Posey County	Indiana	0.000528001968000000000
3928	Mulberry Town	Clinton County	Indiana	0.000102048212000000000
3973	Muncie City	Delaware County	Indiana	0.011426730513000000000
4197	Munster Town	Lake County	Indiana	0.001401776953000000000
4356	Napoleon Town	Ripley County	Indiana	0.000029207964000000000
3988	Nappanee City	Elkhart County, Kosciusko County	Indiana	0.000750937273000000000
3894	Nashville Town	Brown County	Indiana	0.000122940377000000000
3993	New Albany City	Floyd County	Indiana	0.001005493151000000000
4067	New Amsterdam Town	Harrison County	Indiana	0.000000000000000000000
4385	New Carlisle Town	St Joseph County	Indiana	0.000260048412000000000
4096	New Castle City	Henry County	Indiana	0.000525435363000000000
4198	New Chicago Town	Lake County	Indiana	0.000302397394000000000
4325	New Harmony Town	Posey County	Indiana	0.000046404217000000000
3867	New Haven City	Allen County	Indiana	0.001210256893000000000
4258	New Market Town	Montgomery County	Indiana	0.000055849323000000000
4072	New Middletown Town	Harrison County	Indiana	0.000000102664000000000
4059	New Palestine Town	Hancock County	Indiana	0.000039269056000000000
4462	New Pekin Town	Washington County	Indiana	0.000237000300000000000
3965	New Point Town	Decatur County	Indiana	0.000004311896000000000
4255	New Richmond Town	Montgomery County	Indiana	0.000029464625000000000
4260	New Ross Town	Montgomery County	Indiana	0.000030542599000000000
4142	New Whiteland Town	Johnson County	Indiana	0.000149735732000000000
4047	Newberry Town	Greene County	Indiana	0.000004311896000000000
4455	Newburgh Town	Warrick County	Indiana	0.000335968586000000000
4426	Newport Town	Vermillion County	Indiana	0.000042554310000000000
4273	Newton County	Newton County	Indiana	0.001317386983000000000
4004	Newtown Town	Fountain County	Indiana	0.000019352201000000000
4278	Noble County	Noble County	Indiana	0.003308610426000000000
4056	Noblesville City	Hamilton County	Indiana	0.001813255057000000000
4391	North Judson Town	Starke County	Indiana	0.000550690756000000000
4376	North Liberty Town	St Joseph County	Indiana	0.000258405785000000000
4442	North Manchester Town	Wabash County	Indiana	0.000190904075000000000
4083	North Salem Town	Hendricks County	Indiana	0.000007289158000000000
4135	North Vernon City	Jennings County	Indiana	0.001513680928000000000
4164	North Webster Town	Kosciusko County	Indiana	0.000116061875000000000
4028	Oakland City	Gibson County	Indiana	0.000117550506000000000
4152	Oaktown Town	Knox County	Indiana	0.000003028594000000000
3938	Odon Town	Daviess County	Indiana	0.000001129306000000000
4316	Ogden Dunes Town	Porter County	Indiana	0.000007545819000000000
4286	Ohio County	Ohio County	Indiana	0.000605102780000000000
4011	Oldenburg Town	Franklin County	Indiana	0.000017555578000000000
3906	Onward Town	Cass County	Indiana	0.000000205328000000000
4210	Oolitic Town	Lawrence County	Indiana	0.000059288574000000000
4287	Orange County	Orange County	Indiana	0.001597198253000000000
4217	Orestes Town	Madison County	Indiana	0.000064113791000000000
4395	Orland Town	Steuben County	Indiana	0.000025255393000000000
4288	Orleans Town	Orange County	Indiana	0.000250859967000000000
4383	Osceola Town	St Joseph County	Indiana	0.000333607310000000000
4349	Osgood Town	Ripley County	Indiana	0.000249576664000000000
4481	Ossian Town	Wells County	Indiana	0.000269134194000000000
3880	Otterbein Town	Benton County	Indiana	0.000047636188000000000
4292	Owen County	Owen County	Indiana	0.002265234186000000000
4025	Owensville Town	Gibson County	Indiana	0.000056362644000000000

BG Entity ID	Subdivision Name	County	State	Consolidated State Allocation
3878	Oxford Town	Benton County	Indiana	0.000039166391000000000
4075	Palmyra Town	Harrison County	Indiana	0.000000821314000000000
4290	Paoli Town	Orange County	Indiana	0.000428417696000000000
4264	Paragon Town	Morgan County	Indiana	0.000022226799000000000
4295	Parke County	Parke County	Indiana	0.001418203225000000000
4345	Parker City Town	Randolph County	Indiana	0.000194291994000000000
4024	Patoka Town	Gibson County	Indiana	0.000042605642000000000
4404	Patriot Town	Switzerland County	Indiana	0.000022740120000000000
4218	Pendleton Town	Madison County	Indiana	0.000746163388000000000
4127	Pennville Town	Jay County	Indiana	0.000010009759000000000
4299	Perry County	Perry County	Indiana	0.002167651867000000000
4429	Perrysville Town	Vermillion County	Indiana	0.000037934421000000000
4247	Peru City	Miami County	Indiana	0.001826036749000000000
4306	Petersburg City	Pike County	Indiana	0.000103588175000000000
4162	Pierceton Town	Kosciusko County	Indiana	0.000102869526000000000
4307	Pike County	Pike County	Indiana	0.001238284218000000000
4447	Pine Village Town	Warren County	Indiana	0.000008880453000000000
4080	Pittsboro Town	Hendricks County	Indiana	0.000022842784000000000
4085	Plainfield Town	Hendricks County	Indiana	0.001021046776000000000
3939	Plainville Town	Daviess County	Indiana	0.000007186494000000000
4237	Plymouth City	Marshall County	Indiana	0.001356142717000000000
4483	Poneto Town	Wells County	Indiana	0.000011087733000000000
4319	Portage City	Porter County	Indiana	0.004894412953000000000
4312	Porter County	Porter County	Indiana	0.011076491603000000000
4315	Porter Town	Porter County	Indiana	0.001634722017000000000
4126	Portland City	Jay County	Indiana	0.000123299701000000000
4321	Posey County	Posey County	Indiana	0.001942714610000000000
4329	Poseyville Town	Posey County	Indiana	0.000044658926000000000
4179	Pottawattamie Park Town	La Porte County	Indiana	0.000012319704000000000
4144	Princes Lakes Town	Johnson County	Indiana	0.000039063727000000000
4023	Princeton City	Gibson County	Indiana	0.000453005772000000000
4324	Pulaski County	Pulaski County	Indiana	0.001855306520000000000
4332	Putnam County	Putnam County	Indiana	0.004476056348000000000
4340	Randolph County	Randolph County	Indiana	0.001948463805000000000
4128	Redkey Town	Jay County	Indiana	0.000011601054000000000
4122	Remington Town	Jasper County	Indiana	0.000024228751000000000
4120	Rensselaer City	Jasper County	Indiana	0.000101278231000000000
4486	Reynolds Town	White County	Indiana	0.000007083830000000000
4373	Richland Town	Spencer County	Indiana	0.000026898020000000000
4476	Richmond City	Wayne County	Indiana	0.006900830697000000000
4343	Ridgeville Town	Randolph County	Indiana	0.000178943696000000000
4433	Riley Town	Vigo County	Indiana	0.000014629648000000000
4351	Ripley County	Ripley County	Indiana	0.002963915383000000000
4285	Rising Sun City	Ohio County	Indiana	0.000356090769000000000
4225	River Forest Town	Madison County	Indiana	0.000003439251000000000
4335	Roachdale Town	Putnam County	Indiana	0.000017760906000000000
4441	Roann Town	Wabash County	Indiana	0.000009599102000000000
4112	Roanoke Town	Huntington County	Indiana	0.000123402365000000000
4022	Rochester City	Fulton County	Indiana	0.000090652486000000000
4370	Rockport City	Spencer County	Indiana	0.000104768814000000000
4300	Rockville Town	Parke County	Indiana	0.000245162104000000000
4283	Rome City Town	Noble County	Indiana	0.000125096325000000000
4303	Rosedale Town	Parke County	Indiana	0.000056105984000000000
4380	Roseland Town	St Joseph County	Indiana	0.000028283986000000000
3927	Rossville Town	Clinton County	Indiana	0.000134079442000000000
3904	Royal Center Town	Cass County	Indiana	0.000001796623000000000

BG Entity ID	Subdivision Name	County	State	Consolidated State Allocation
4355	Rush County	Rush County	Indiana	0.002195011875000000000
4359	Rushville City	Rush County	Indiana	0.000154047628000000000
4339	Russellville Town	Putnam County	Indiana	0.000006929833000000000
4104	Russiaville Town	Howard County	Indiana	0.000008059140000000000
4130	Salamonia Town	Jay County	Indiana	0.000002258612000000000
4457	Salem City	Washington County	Indiana	0.000949284502000000000
4461	Saltillo Town	Washington County	Indiana	0.000012833025000000000
4154	Sandborn Town	Knox County	Indiana	0.000002053284000000000
4372	Santa Claus Town	Spencer County	Indiana	0.000075252857000000000
4344	Saratoga Town	Randolph County	Indiana	0.000045018251000000000
4205	Schererville Town	Lake County	Indiana	0.001304861951000000000
4202	Schneider Town	Lake County	Indiana	0.000009342442000000000
4363	Scott County	Scott County	Indiana	0.012220735416000000000
4361	Scottsburg City	Scott County	Indiana	0.000625019635000000000
4434	Seelyville Town	Vigo County	Indiana	0.000082952672000000000
3911	Sellersburg Town	Clark County	Indiana	0.000135722069000000000
3972	Selma Town	Delaware County	Indiana	0.000080899388000000000
4116	Seymour City	Jackson County	Indiana	0.000450541831000000000
4413	Shadeland Town	Tippecanoe County	Indiana	0.000129356889000000000
3881	Shamrock Lakes Town	Blackford County	Indiana	0.000030901923000000000
4415	Sharpsville Town	Tipton County	Indiana	0.000050818778000000000
4402	Shelburn Town	Sullivan County	Indiana	0.000044402265000000000
4368	Shelby County	Shelby County	Indiana	0.000450541831000000000
4364	Shelbyville City	Shelby County	Indiana	0.005457372080000000000
4053	Sheridan Town	Hamilton County	Indiana	0.000121657074000000000
4186	Shipshewana Town	Lagrange County	Indiana	0.000047174199000000000
4063	Shirley Town	Hancock County	Indiana	0.000011806383000000000
4243	Shoals Town	Martin County	Indiana	0.000066988389000000000
4167	Sidney Town	Kosciusko County	Indiana	0.000004773885000000000
4170	Silver Lake Town	Kosciusko County	Indiana	0.000053128722000000000
4029	Somerville Town	Gibson County	Indiana	0.000016939593000000000
4381	South Bend City	St Joseph County	Indiana	0.013582319336000000000
4493	South Whitley Town	Whitley County	Indiana	0.000000564653000000000
4228	Southport City	Marion County	Indiana	0.000003490583000000000
4229	Speedway Town	Marion County	Indiana	0.000716390770000000000
4362	Spencer County	Spencer County	Indiana	0.001563113739000000000
4294	Spencer Town	Owen County	Indiana	0.000335301269000000000
4095	Spiceland Town	Henry County	Indiana	0.000016836928000000000
4477	Spring Grove Town	Wayne County	Indiana	0.000014167659000000000
4070	Spring Lake Town	Hancock County	Indiana	0.000003079926000000000
4099	Springport Town	Henry County	Indiana	0.000002771933000000000
4308	Spurgeon Town	Pike County	Indiana	0.000006827169000000000
4377	St Joseph County	St Joseph County	Indiana	0.013360462005000000000
3950	St. Joe Town	De Kalb County	Indiana	0.000029823949000000000
4200	St. John Town	Lake County	Indiana	0.000653868274000000000
3958	St. Leon Town	Dearborn County	Indiana	0.000011190398000000000
3963	St. Paul Town	Decatur County	Indiana	0.000016220943000000000
4388	Starke County	Starke County	Indiana	0.005754687596000000000
4445	State Line City Town	Warren County	Indiana	0.000005800527000000000
3916	Staunton Town	Clay County	Indiana	0.000035419148000000000
4387	Steuben County	Steuben County	Indiana	0.002289052280000000000
4084	Stilesville Town	Hendricks County	Indiana	0.000004517225000000000
4250	Stinesville Town	Monroe County	Indiana	0.000014321656000000000
4097	Straughn Town	Henry County	Indiana	0.000004260564000000000
4403	Sullivan City	Sullivan County	Indiana	0.000150608378000000000
4399	Sullivan County	Sullivan County	Indiana	0.004997077150000000000

BG Entity ID	Subdivision Name	County	State	Consolidated State Allocation
4102	Sulphur Springs Town	Henry County	Indiana	0.000007494486000000000
4220	Summitville Town	Madison County	Indiana	0.000154098960000000000
4354	Sunman Town	Ripley County	Indiana	0.000161336786000000000
4036	Swayzee Town	Grant County	Indiana	0.000084954623000000000
4035	Sweetser Town	Grant County	Indiana	0.000043786280000000000
4054	Switz City Town	Greene County	Indiana	0.000006570509000000000
4401	Switzerland County	Switzerland County	Indiana	0.001390381227000000000
4166	Syracuse Town	Kosciusko County	Indiana	0.000288332399000000000
4305	Tell City	Perry County	Indiana	0.000071351617000000000
4452	Tennyson Town	Warrick County	Indiana	0.000014372988000000000
4437	Terre Haute City	Vigo County	Indiana	0.010172687340000000000
3889	Thorntown Town	Boone County	Indiana	0.000019968186000000000
4407	Tippecanoe County	Tippecanoe County	Indiana	0.009836513425000000000
4411	Tipton City	Tipton County	Indiana	0.000756840464000000000
4418	Tipton County	Tipton County	Indiana	0.001461219523000000000
4184	Topeka Town	Lagrange County	Indiana	0.000102510201000000000
4317	Town Of Pines Town	Porter County	Indiana	0.000177506398000000000
4140	Trafalgar Town	Johnson County	Indiana	0.000034751831000000000
4180	Trail Creek Town	La Porte County	Indiana	0.000070068315000000000
4304	Troy Town	Perry County	Indiana	0.000003695911000000000
3890	Ulen Town	Boone County	Indiana	0.000001385967000000000
4350	Union City	Randolph County	Indiana	0.000467276095000000000
4414	Union County	Union County	Indiana	0.000788666365000000000
4480	Uniondale Town	Wells County	Indiana	0.000020532840000000000
4427	Universal Town	Vermillion County	Indiana	0.000029823949000000000
4034	Upland Town	Grant County	Indiana	0.000132693475000000000
3913	Utica Town	Clark County	Indiana	0.000015553626000000000
4320	Valparaiso City	Porter County	Indiana	0.004508549566000000000
4039	Van Buren Town	Grant County	Indiana	0.000074585540000000000
4421	Vanderburgh County	Vanderburgh County	Indiana	0.018730004864000000000
4002	Veedersburg Town	Fountain County	Indiana	0.000174477804000000000
4487	Vera Cruz Town	Wells County	Indiana	0.000005287206000000000
4424	Vermillion County	Vermillion County	Indiana	0.001479237090000000000
4134	Vernon Town	Jennings County	Indiana	0.000044556262000000000
4353	Versailles Town	Ripley County	Indiana	0.000325753499000000000
4405	Vevay Town	Switzerland County	Indiana	0.000222627312000000000
4428	Vigo County	Vigo County	Indiana	0.007949340146000000000
4153	Vincennes City	Knox County	Indiana	0.000141984585000000000
4440	Wabash City	Wabash County	Indiana	0.000616549838000000000
4438	Wabash County	Wabash County	Indiana	0.005254353629000000000
3987	Wakarusa Town	Elkhart County	Indiana	0.000133566121000000000
4382	Walkerton Town	St Joseph County	Indiana	0.000293414277000000000
4005	Wallace Town	Fountain County	Indiana	0.000007443154000000000
3905	Walton Town	Cass County	Indiana	0.000010215088000000000
4181	Wanatah Town	La Porte County	Indiana	0.000034289842000000000
4443	Warren County	Warren County	Indiana	0.000576818794000000000
4114	Warren Town	Huntington County	Indiana	0.000076587491000000000
4450	Warrick County	Warrick County	Indiana	0.003991430003000000000
4165	Warsaw City	Kosciusko County	Indiana	0.002580772597000000000
3941	Washington City	Daviess County	Indiana	0.000149581736000000000
4459	Washington County	Washington County	Indiana	0.003404396122000000000
3951	Waterloo Town	De Kalb County	Indiana	0.000127970922000000000
4261	Waveland Town	Montgomery County	Indiana	0.000037215772000000000
4468	Wayne County	Wayne County	Indiana	0.007657876490000000000
4267	Waynetown Town	Montgomery County	Indiana	0.000084133310000000000
4478	Wells County	Wells County	Indiana	0.002019866754000000000

BG Entity ID	Subdivision Name	County	State	Consolidated State Allocation
4291	West Baden Springs Town	Orange County	Indiana	0.0000548226810000000000
4419	West College Corner Town	Union County	Indiana	0.0000653457620000000000
3962	West Harrison Town	Dearborn County	Indiana	0.0000047738850000000000
4412	West Lafayette City	Tippecanoe County	Indiana	0.0026122905060000000000
4444	West Lebanon Town	Warren County	Indiana	0.0000297726170000000000
4435	West Terre Haute Town	Vigo County	Indiana	0.0001801756670000000000
4050	Westfield City	Hamilton County	Indiana	0.0011068740460000000000
3966	Westport Town	Decatur County	Indiana	0.0000220214700000000000
4178	Westville Town	La Porte County	Indiana	0.0004051642560000000000
4123	Wheatfield Town	Jasper County	Indiana	0.0000140649950000000000
4155	Wheatland Town	Knox County	Indiana	0.0000023612770000000000
4482	White County	White County	Indiana	0.0020457381320000000000
4143	Whiteland Town	Johnson County	Indiana	0.0001268929480000000000
3892	Whitestown Town	Boone County	Indiana	0.0000755608490000000000
4479	Whitewater Town	Wayne County	Indiana	0.0000029772620000000000
4199	Whiting City	Lake County	Indiana	0.0007469333690000000000
4491	Whitley County	Whitley County	Indiana	0.0030739200700000000000
4065	Wilkinson Town	Hancock County	Indiana	0.0000063651800000000000
4448	Williamsport Town	Warren County	Indiana	0.0000945537260000000000
4336	Winamac Town	Pulaski County	Indiana	0.0000215594810000000000
4348	Winchester City	Randolph County	Indiana	0.0007150048040000000000
4420	Windfall City Town	Tipton County	Indiana	0.0000588779170000000000
4204	Winfield Town	Lake County	Indiana	0.0002465480700000000000
4265	Wingate Town	Montgomery County	Indiana	0.0000232534410000000000
4171	Winona Lake Town	Kosciusko County	Indiana	0.0009640168150000000000
4310	Winslow Town	Pike County	Indiana	0.0000284893150000000000
4494	Wolcott Town	White County	Indiana	0.0000133976780000000000
4189	Wolcottville Town	Lagrange County	Indiana	0.0000864945860000000000
3862	Woodburn City	Allen County	Indiana	0.0000821313580000000000
4221	Woodlawn Heights Town	Madison County	Indiana	0.0000122170400000000000
4046	Worthington Town	Greene County	Indiana	0.0000261280380000000000
3899	Yeoman Town	Carroll County	Indiana	0.0000145783160000000000
3968	Yorktown Town	Delaware County	Indiana	0.0009019563070000000000
3865	Zanesville Town	Allen County	Indiana	0.0000259227100000000000
3891	Zionsville Town	Boone County	Indiana	0.0003758536270000000000
3158	Adair County	Adair County	Iowa	0.0025568954920000000000
3159	Adams County	Adams County	Iowa	0.0011167386100000000000
3162	Allamakee County	Allamakee County	Iowa	0.0044586205710000000000
3161	Appanoose County	Appanoose County	Iowa	0.0053195734730000000000
3160	Audubon County	Audubon County	Iowa	0.0012080906490000000000
3163	Benton County	Benton County	Iowa	0.0051900779510000000000
3165	Black Hawk County	Black Hawk County	Iowa	0.0334239481450000000000
3166	Boone County	Boone County	Iowa	0.0082293763160000000000
3168	Bremer County	Bremer County	Iowa	0.0073132916580000000000
3172	Buchanan County	Buchanan County	Iowa	0.0037701146770000000000
3173	Buena Vista County	Buena Vista County	Iowa	0.0032697619300000000000
3176	Butler County	Butler County	Iowa	0.0027075462230000000000
3174	Calhoun County	Calhoun County	Iowa	0.0018895448070000000000
3178	Carroll County	Carroll County	Iowa	0.0060330809770000000000
3175	Cass County	Cass County	Iowa	0.0033566265010000000000
3177	Cedar County	Cedar County	Iowa	0.0036553636950000000000
3179	Cerro Gordo County	Cerro Gordo County	Iowa	0.0163029733650000000000
3180	Cherokee County	Cherokee County	Iowa	0.0023783583490000000000
3181	Chickasaw County	Chickasaw County	Iowa	0.0024312463720000000000
3183	Clarke County	Clarke County	Iowa	0.0030460295680000000000
3185	Clay County	Clay County	Iowa	0.0029572417970000000000

BG Entity ID	Subdivision Name	County	State	Consolidated State Allocation
3186	Clayton County	Clayton County	Iowa	0.0045740126210000000000
3184	Clinton County	Clinton County	Iowa	0.0145861960980000000000
3187	Crawford County	Crawford County	Iowa	0.0033053411450000000000
3192	Dallas County	Dallas County	Iowa	0.0147759519120000000000
3196	Davis County	Davis County	Iowa	0.0015385606570000000000
3197	Decatur County	Decatur County	Iowa	0.0025315733480000000000
3195	Delaware County	Delaware County	Iowa	0.0030213484910000000000
3199	Des Moines County	Des Moines County	Iowa	0.0156798562980000000000
3200	Dickinson County	Dickinson County	Iowa	0.0033223294190000000000
3201	Dubuque County	Dubuque County	Iowa	0.0274543327950000000000
3205	Emmet County	Emmet County	Iowa	0.0017533180820000000000
3204	Fayette County	Fayette County	Iowa	0.0052846353240000000000
3209	Floyd County	Floyd County	Iowa	0.0032854680700000000000
3206	Franklin County	Franklin County	Iowa	0.0021071870340000000000
3208	Fremont County	Fremont County	Iowa	0.0020478883420000000000
3207	Greene County	Greene County	Iowa	0.0035784356620000000000
3210	Grundy County	Grundy County	Iowa	0.0032309773800000000000
3215	Guthrie County	Guthrie County	Iowa	0.0023084820530000000000
3211	Hamilton County	Hamilton County	Iowa	0.0035018281630000000000
3214	Hancock County	Hancock County	Iowa	0.0019010840120000000000
3213	Hardin County	Hardin County	Iowa	0.0044913149850000000000
3212	Harrison County	Harrison County	Iowa	0.0061782826390000000000
3216	Henry County	Henry County	Iowa	0.0044512483020000000000
3217	Howard County	Howard County	Iowa	0.0017142129990000000000
3218	Humboldt County	Humboldt County	Iowa	0.0019296114910000000000
3219	Ida County	Ida County	Iowa	0.0016805569850000000000
3221	Iowa County	Iowa County	Iowa	0.0026585046020000000000
3223	Jackson County	Jackson County	Iowa	0.0054904178120000000000
3220	Jasper County	Jasper County	Iowa	0.0167805682350000000000
3227	Jefferson County	Jefferson County	Iowa	0.0057282536470000000000
3231	Johnson County	Johnson County	Iowa	0.0382239368630000000000
3232	Jones County	Jones County	Iowa	0.0038848656600000000000
3230	Keokuk County	Keokuk County	Iowa	0.0019802557790000000000
3229	Kossuth County	Kossuth County	Iowa	0.0034822756210000000000
3236	Lee County	Lee County	Iowa	0.0145868371650000000000
3238	Linn County	Linn County	Iowa	0.0732858110410000000000
3239	Louisa County	Louisa County	Iowa	0.0033588702350000000000
3242	Lucas County	Lucas County	Iowa	0.0033005331430000000000
3241	Lyon County	Lyon County	Iowa	0.0016193350920000000000
3243	Madison County	Madison County	Iowa	0.0040313494560000000000
3240	Mahaska County	Mahaska County	Iowa	0.0071619998600000000000
3244	Marion County	Marion County	Iowa	0.0117882594360000000000
3251	Marshall County	Marshall County	Iowa	0.0103634881610000000000
3248	Mills County	Mills County	Iowa	0.0049471135800000000000
3250	Mitchell County	Mitchell County	Iowa	0.0018946733430000000000
3249	Monona County	Monona County	Iowa	0.0044576589710000000000
3256	Monroe County	Monroe County	Iowa	0.0021575107880000000000
3254	Montgomery County	Montgomery County	Iowa	0.0053089958680000000000
3252	Muscatine County	Muscatine County	Iowa	0.0106074141310000000000
3257	O Brien County	O Brien County	Iowa	0.0023482282030000000000
3253	Osceola County	Osceola County	Iowa	0.0014539398210000000000
3258	Page County	Page County	Iowa	0.0058240931550000000000
3262	Palo Alto County	Palo Alto County	Iowa	0.0016661329780000000000
3259	Plymouth County	Plymouth County	Iowa	0.0044528509690000000000
3264	Pocahontas County	Pocahontas County	Iowa	0.0011657802310000000000
3261	Polk County	Polk County	Iowa	0.2281089262500000000000

BG Entity ID	Subdivision Name	County	State	Consolidated State Allocation
3273	Pottawattamie County	Pottawattamie County	Iowa	0.0361455978410000000000
3270	Poweshiek County	Poweshiek County	Iowa	0.0047471006950000000000
3274	Ringgold County	Ringgold County	Iowa	0.0011959103780000000000
3280	Sac County	Sac County	Iowa	0.0022007828070000000000
3276	Scott County	Scott County	Iowa	0.0886140421230000000000
3279	Shelby County	Shelby County	Iowa	0.0028591585550000000000
3281	Sioux County	Sioux County	Iowa	0.0040967382830000000000
3282	Story County	Story County	Iowa	0.0216651777890000000000
3278	Tama County	Tama County	Iowa	0.0034499017400000000000
3284	Taylor County	Taylor County	Iowa	0.0017844098290000000000
3285	Union County	Union County	Iowa	0.0046297854450000000000
3283	Van Buren County	Van Buren County	Iowa	0.0015254187850000000000
3287	Wapello County	Wapello County	Iowa	0.0100266074830000000000
3291	Warren County	Warren County	Iowa	0.0133165630220000000000
3289	Washington County	Washington County	Iowa	0.0055436263680000000000
3292	Wayne County	Wayne County	Iowa	0.0024405418430000000000
3290	Webster County	Webster County	Iowa	0.0159577588170000000000
3294	Winnebago County	Winnebago County	Iowa	0.0023405354000000000000
3298	Winneshiek County	Winneshiek County	Iowa	0.0036745957030000000000
3296	Woodbury County	Woodbury County	Iowa	0.0256622301630000000000
3297	Worth County	Worth County	Iowa	0.0023456639350000000000
3300	Wright County	Wright County	Iowa	0.0028104374670000000000
5140	Acadia Parish	Acadia Parish	Louisiana	
5209	Alexandria City	Rapides Parish	Louisiana	
5142	Allen Parish	Allen Parish	Louisiana	
5145	Ascension Parish	Ascension Parish	Louisiana	
5147	Assumption Parish	Assumption Parish	Louisiana	
5148	Avoyelles Parish	Avoyelles Parish	Louisiana	
5233	Baldwin Town	St Mary Parish	Louisiana	
5198	Bastrop City	Morehouse Parish	Louisiana	
5170	Baton Rouge City	East Baton Rouge Parish	Louisiana	
5150	Beauregard Parish	Beauregard Parish	Louisiana	
5229	Berwick Town	St Mary Parish	Louisiana	
5153	Bienville Parish	Bienville Parish	Louisiana	
5249	Bogalusa City	Washington Parish	Louisiana	
5155	Bossier City	Bossier Parish	Louisiana	
5152	Bossier Parish	Bossier Parish	Louisiana	
5156	Caddo Parish	Caddo Parish	Louisiana	
5158	Calcasieu Parish	Calcasieu Parish	Louisiana	
5160	Caldwell Parish	Caldwell Parish	Louisiana	
5161	Cameron Parish	Cameron Parish	Louisiana	
5164	Catahoula Parish	Catahoula Parish	Louisiana	
5163	Claiborne Parish	Claiborne Parish	Louisiana	
5162	Concordia Parish	Concordia Parish	Louisiana	
5231	Covington City	St Tammany Parish	Louisiana	
5165	De Soto Parish	De Soto Parish	Louisiana	
5214	Delhi Town	Richland Parish	Louisiana	
5149	Donaldsonville City	Ascension Parish	Louisiana	
5171	East Carroll Parish	East Carroll Parish	Louisiana	
5172	East Feliciana Parish	East Feliciana Parish	Louisiana	
5143	Eunice City	Acadia Parish, St Landry Parish	Louisiana	
5177	Evangeline Parish	Evangeline Parish	Louisiana	
5167	Ferriday Town	Concordia Parish	Louisiana	
5225	Franklin City	St Mary Parish	Louisiana	
5174	Franklin Parish	Franklin Parish	Louisiana	
5218	Gramercy Town	St James Parish	Louisiana	

BG Entity ID	Subdivision Name	County	State	Consolidated State Allocation
5178	Grant Parish	Grant Parish	Louisiana	
5182	Gretna City	Jefferson Parish	Louisiana	
5175	Iberia Parish	Iberia Parish	Louisiana	
5180	Iberville Parish	Iberville Parish	Louisiana	
5181	Jackson Parish	Jackson Parish	Louisiana	
5183	Jean Lafitte Town	Jefferson Parish	Louisiana	
5184	Jefferson Davis Parish	Jefferson Davis Parish	Louisiana	
5179	Jefferson Parish	Jefferson Parish	Louisiana	
5187	Kenner City	Jefferson Parish	Louisiana	
5186	Lafayette City	Lafayette Parish	Louisiana	
5189	Lafourche Parish	Lafourche Parish	Louisiana	
5157	Lake Charles City	Calcasieu Parish	Louisiana	
5173	Lake Providence Town	East Carroll Parish	Louisiana	
5193	Lasalle Parish	Lasalle Parish	Louisiana	
5191	Lincoln Parish	Lincoln Parish	Louisiana	
5194	Livingston Parish	Livingston Parish	Louisiana	
5230	Lutcher Town	St James Parish	Louisiana	
5197	Madison Parish	Madison Parish	Louisiana	
5237	Madisonville Town	St Tammany Parish	Louisiana	
5236	Mandeville City	St Tammany Parish	Louisiana	
5206	Monroe City	Ouachita Parish	Louisiana	
5199	Morehouse Parish	Morehouse Parish	Louisiana	
5226	Morgan City	St Martin Parish, St Mary Parish	Louisiana	
5200	Natchitoches City	Natchitoches Parish	Louisiana	
5195	Natchitoches Parish	Natchitoches Parish	Louisiana	
5176	New Iberia City	Iberia Parish	Louisiana	
5205	New Orleans City	Orleans Parish	Louisiana	
5201	New Roads City	Pointe Coupee Parish	Louisiana	
5224	Opelousas City	St Landry Parish	Louisiana	
5204	Ouachita Parish	Ouachita Parish	Louisiana	
5232	Patterson City	St Mary Parish	Louisiana	
5235	Pearl River Town	St Tammany Parish	Louisiana	
5213	Pineville City	Rapides Parish	Louisiana	
5203	Plaquemines Parish	Plaquemines Parish	Louisiana	
5210	Pointe Coupee Parish	Pointe Coupee Parish	Louisiana	
5208	Rapides Parish	Rapides Parish/Police Jury	Louisiana	
5212	Red River Parish	Red River Parish	Louisiana	
5211	Richland Parish	Richland Parish	Louisiana	
5207	Richwood Town	Ouachita Parish	Louisiana	
5215	Sabine Parish	Sabine Parish	Louisiana	
14184	Sheriff Of Acadia Parish	Acadia Parish	Louisiana	
13403	Sheriff Of Allen Parish	Allen Parish	Louisiana	
13405	Sheriff Of Ascension Parish	Ascension Parish	Louisiana	
13406	Sheriff Of Assumption Parish	Assumption Parish	Louisiana	
13408	Sheriff Of Avoyelles Parish	Avoyelles Parish	Louisiana	
14183	Sheriff Of Beauregard Parish	Beauregard Parish	Louisiana	Allocations in Louisiana will be made in accordance with the Louisiana State-Local Government Opioid Litigation Memorandum of Understanding.
13556	Sheriff Of Bienville Parish	Bienville Parish	Louisiana	
14158	Sheriff Of Bossier Parish	Bossier Parish	Louisiana	
14154	Sheriff Of Caddo Parish	Caddo Parish	Louisiana	
13411	Sheriff Of Calcasieu Parish	Calcasieu Parish	Louisiana	
14156	Sheriff Of Caldwell Parish	Caldwell Parish	Louisiana	
14157	Sheriff Of Cameron Parish	Cameron Parish	Louisiana	
13409	Sheriff Of Catahoula Parish	Catahoula Parish	Louisiana	
14161	Sheriff Of Claiborne Parish	Claiborne Parish	Louisiana	
13412	Sheriff Of Concordia Parish	Concordia Parish	Louisiana	
14165	Sheriff Of De Soto Parish	De Soto Parish	Louisiana	

BG Entity ID	Subdivision Name	County	State	Consolidated State Allocation
13415	Sheriff Of East Baton Rouge Parish	East Baton Rouge Parish	Louisiana	
13416	Sheriff Of East Carroll Parish	East Carroll Parish	Louisiana	
14163	Sheriff Of East Feliciana Parish	East Feliciana Parish	Louisiana	
13419	Sheriff Of Evangeline Parish	Evangeline Parish	Louisiana	
14164	Sheriff Of Franklin Parish	Franklin Parish	Louisiana	
13417	Sheriff Of Grant Parish	Grant Parish	Louisiana	
13557	Sheriff Of Iberia Parish	Iberia Parish	Louisiana	
14169	Sheriff Of Iberville Parish	Iberville Parish	Louisiana	
13422	Sheriff Of Jackson Parish	Jackson Parish	Louisiana	
13425	Sheriff Of Jefferson Davis Parish	Jefferson Davis Parish	Louisiana	
13423	Sheriff Of Jefferson Parish	Jefferson Parish	Louisiana	
13430	Sheriff Of Lafayette Parish	Lafayette Parish	Louisiana	
14168	Sheriff Of Lafourche Parish	Lafourche Parish	Louisiana	
14167	Sheriff Of Lasalle Parish	Lasalle Parish	Louisiana	
13429	Sheriff Of Lincoln Parish	Lincoln Parish	Louisiana	
13433	Sheriff Of Livingston Parish	Livingston Parish	Louisiana	
14162	Sheriff Of Madison Parish	Madison Parish	Louisiana	
13436	Sheriff Of Morehouse Parish	Morehouse Parish	Louisiana	
14166	Sheriff Of Natchitoches Parish	Natchitoches Parish	Louisiana	
13440	Sheriff Of Orleans Parish	Orleans Parish	Louisiana	
13435	Sheriff Of Ouachita Parish	Ouachita Parish	Louisiana	
14159	Sheriff Of Plaquemines Parish	Plaquemines Parish	Louisiana	
14153	Sheriff Of Pointe Coupee Parish	Pointe Coupee Parish	Louisiana	
13559	Sheriff Of Rapides Parish	Rapides Parish	Louisiana	
14155	Sheriff Of Red River Parish	Red River Parish	Louisiana	
13439	Sheriff Of Richland Parish	Richland Parish	Louisiana	
13441	Sheriff Of Sabine Parish	Sabine Parish	Louisiana	
14160	Sheriff Of St Helena Parish	St Helena Parish	Louisiana	
14152	Sheriff Of St James Parish	St James Parish	Louisiana	
14170	Sheriff Of St John The Baptist Parish	St John The Baptist Parish	Louisiana	
14171	Sheriff Of St Martin Parish	St Martin Parish	Louisiana	
13442	Sheriff Of St. Bernard Parish	St Bernard Parish	Louisiana	
13444	Sheriff Of St. Charles Parish	St Charles Parish	Louisiana	
13445	Sheriff Of St. Landry Parish	St Landry Parish	Louisiana	
13447	Sheriff Of St. Mary Parish	St Mary Parish	Louisiana	
13449	Sheriff Of St. Tammany Parish	St Tammany Parish	Louisiana	
14172	Sheriff Of Tangipahoa Parish	Tangipahoa Parish	Louisiana	
13455	Sheriff Of Tensas Parish	Tensas Parish	Louisiana	
13458	Sheriff Of Terrebonne Parish	Terrebonne Parish	Louisiana	
13460	Sheriff Of Union Parish	Union Parish	Louisiana	
14173	Sheriff Of Vermilion Parish	Vermilion Parish	Louisiana	
13459	Sheriff Of Vernon Parish	Vernon Parish	Louisiana	
13462	Sheriff Of Washington Parish	Washington Parish	Louisiana	
14174	Sheriff Of Webster Parish	Webster Parish	Louisiana	
14175	Sheriff Of West Baton Rouge Parish	West Baton Rouge Parish	Louisiana	
13561	Sheriff Of West Carroll Parish	West Carroll Parish	Louisiana	
14176	Sheriff Of West Feliciana Parish	West Feliciana Parish	Louisiana	
14177	Sheriff Of Winn Parish	Winn Parish	Louisiana	
5154	Shreveport City	Bossier Parish, Caddo Parish	Louisiana	
5238	Slidell City	St Tammany Parish	Louisiana	
5217	St Bernard Parish	St Bernard Parish	Louisiana	
5216	St Charles Parish	St Charles Parish	Louisiana	
5219	St Helena Parish	St Helena Parish	Louisiana	
5223	St James Parish	St James Parish	Louisiana	
5220	St John The Baptist Parish	St John The Baptist Parish	Louisiana	
5227	St Landry Parish	St Landry Parish	Louisiana	

BG Entity ID	Subdivision Name	County	State	Consolidated State Allocation
5222	St Martin Parish	St Martin Parish	Louisiana	
5228	St Mary Parish	St Mary Parish	Louisiana	
5234	St Tammany Parish	St Tammany Parish	Louisiana	
5221	St. Martinville City	St Martin Parish	Louisiana	
5239	Tangipahoa Parish	Tangipahoa Parish	Louisiana	
5242	Tensas Parish	Tensas Parish	Louisiana	
5241	Terrebonne Parish Consolidated Government	Terrebonne Parish	Louisiana	
5245	Union Parish	Union Parish	Louisiana	
5243	Vermilion Parish	Vermilion Parish	Louisiana	
5246	Vernon Parish	Vernon Parish	Louisiana	
5248	Washington Parish	Washington Parish	Louisiana	
5247	Webster Parish	Webster Parish	Louisiana	
5250	West Baton Rouge Parish	West Baton Rouge Parish	Louisiana	
5253	West Carroll Parish	West Carroll Parish	Louisiana	
5254	West Feliciana Parish	West Feliciana Parish	Louisiana	
5202	West Monroe City	Ouachita Parish	Louisiana	
5185	Westwego City	Jefferson Parish	Louisiana	
5252	Winn Parish	Winn Parish	Louisiana	
5669	Androscoggin County	Androscoggin County	Maine	0.0167995359860000000000
5672	Aroostook County	Aroostook County	Maine	0.0405371162180000000000
5670	Auburn City	Androscoggin County	Maine	0.0262833328260000000000
5687	Augusta City	Kennebec County	Maine	0.0367795458070000000000
5694	Bangor City	Penobscot County	Maine	0.0520428731230000000000
5707	Biddeford City	York County	Maine	0.0273939973000000000000
5676	Brunswick Town	Cumberland County	Maine	0.0161139292610000000000
5700	Calais City	Washington County	Maine	0.0083690495040000000000
5675	Cumberland County	Cumberland County	Maine	0.0350257019510000000000
5683	Falmouth Town	Cumberland County	Maine	0.0123532789390000000000
5682	Franklin County	Franklin County	Maine	0.0197175724540000000000
5678	Gorham Town	Cumberland County	Maine	0.0145829403170000000000
5686	Hancock County	Hancock County	Maine	0.0384943401110000000000
5685	Kennebec County	Kennebec County	Maine	0.0499592683850000000000
5704	Kennebunk Town	York County	Maine	0.0021856790490000000000
5689	Knox County	Knox County	Maine	0.0210103697890000000000
5673	Lewiston City	Androscoggin County	Maine	0.0434510069680000000000
5690	Lincoln County	Lincoln County	Maine	0.0216217279810000000000
5696	Orono Town	Penobscot County	Maine	0.0020941808300000000000
5693	Oxford County	Oxford County	Maine	0.0384544187820000000000
5691	Penobscot County	Penobscot County	Maine	0.0678010275970000000000
5695	Piscataquis County	Piscataquis County	Maine	0.0127608519780000000000
5674	Portland City	Cumberland County	Maine	0.0720160262490000000000
5692	Rockland City	Knox County	Maine	0.0061843980030000000000
5703	Saco City	York County	Maine	0.0043665182380000000000
5699	Sagadahoc County	Sagadahoc County	Maine	0.0197081468890000000000
5702	Sanford City	York County	Maine	0.0269082158440000000000
9828	Scarborough Town	Cumberland County	Maine	0.0183637699300000000000
5697	Somerset County	Somerset County	Maine	0.0369771984670000000000
5679	South Portland City	Cumberland County	Maine	0.0222759944950000000000
5684	Standish Town	Cumberland County	Maine	0.0006641457310000000000
5698	Waldo County	Waldo County	Maine	0.0247239250780000000000
5701	Washington County	Washington County	Maine	0.0269985744690000000000
5688	Waterville City	Kennebec County	Maine	0.0281328096880000000000
5706	Wells Town	York County	Maine	0.0025413117290000000000
5677	Westbrook City	Cumberland County	Maine	0.0154161504670000000000
5681	Windham Town	Cumberland County	Maine	0.0019354820730000000000
5705	York County	York County	Maine	0.0679505030190000000000

BG Entity ID	Subdivision Name	County	State	Consolidated State Allocation
5709	York Town	York County	Maine	0.0210050844760000000000
5639	Aberdeen City	Harford County	Maryland	0.0003727965290000000000
5612	Allegany County	Allegany County	Maryland	0.0161204114940000000000
5622	Annapolis City	Anne Arundel County	Maryland	0.0024132309580000000000
5613	Anne Arundel County	Anne Arundel County	Maryland	0.0958500951560000000000
5617	Baltimore City	Baltimore City	Maryland	0.2099703343540000000000
5614	Baltimore County	Baltimore County	Maryland	0.1775653944340000000000
5636	Bel Air Town	Harford County	Maryland	0.0003223642800000000000
5671	Berlin Town	Worcester County	Maryland	0.0001092361860000000000
5647	Bowie City	Prince Georges County	Maryland	0.0002632709460000000000
5615	Calvert County	Calvert County	Maryland	0.0169483436880000000000
5631	Cambridge City	Dorchester County	Maryland	0.0001967461850000000000
5616	Caroline County	Caroline County	Maryland	0.0058650178500000000000
5618	Carroll County	Carroll County	Maryland	0.0296055630010000000000
5621	Cecil County	Cecil County	Maryland	0.0379585776340000000000
5626	Charles County	Charles County	Maryland	0.0196634091790000000000
5623	Charlestown Town	Cecil County	Maryland	0.0000138465870000000000
5649	College Park City	Prince Georges County	Maryland	0.0000503348450000000000
5655	Cottage City Town	Prince Georges County	Maryland	0.0000159720230000000000
5607	Cumberland City	Allegany County	Maryland	0.0016271324260000000000
5628	Dorchester County	Dorchester County	Maryland	0.0039519131250000000000
5662	Easton Town	Talbot County	Maryland	0.0006301083700000000000
5627	Elkton Town	Cecil County	Maryland	0.0008841101600000000000
5652	Forest Heights Town	Prince Georges County	Maryland	0.0000148121820000000000
5629	Frederick City	Frederick County	Maryland	0.0015308892740000000000
5633	Frederick County	Frederick County	Maryland	0.0349573332120000000000
5619	Frostburg City	Allegany County	Maryland	0.0001946787410000000000
5645	Gaithersburg City	Montgomery County	Maryland	0.0002439669140000000000
5632	Garrett County	Garrett County	Maryland	0.0035134346900000000000
5637	Grantsville Town	Garrett County	Maryland	0.0000022070760000000000
5651	Greenbelt City	Prince Georges County	Maryland	0.0003699380280000000000
5666	Hagerstown City	Washington County	Maryland	0.0018293281740000000000
5638	Harford County	Harford County	Maryland	0.0519581107200000000000
5641	Havre De Grace City	Harford County	Maryland	0.0004580099310000000000
5648	Howard County	Howard County	Maryland	0.0324872137440000000000
5650	Hyattsville City	Prince Georges County	Maryland	0.0001273775620000000000
5646	Kent County	Kent County	Maryland	0.0046838521520000000000
5654	Laurel City	Prince Georges County	Maryland	0.0003005164800000000000
5640	Montgomery County	Montgomery County	Maryland	0.0855743789580000000000
5635	Mountain Lake Park Town	Garrett County	Maryland	0.0000010044450000000000
5653	New Carrollton City	Prince Georges County	Maryland	0.0000627276890000000000
5658	North Brentwood Town	Prince Georges County	Maryland	0.0000006626860000000000
5624	North East Town	Cecil County	Maryland	0.0001838145220000000000
5634	Oakland Town	Garrett County	Maryland	0.0000117774530000000000
5620	Perryville Town	Cecil County	Maryland	0.0001841607850000000000
5643	Prince Georges County	Prince Georges County	Maryland	0.0713826506550000000000
5657	Queen Annes County	Queen Annes County	Maryland	0.0073817925350000000000
5644	Rockville City	Montgomery County	Maryland	0.0006110458780000000000
5667	Salisbury City	Wicomico County	Maryland	0.0013478066910000000000
5656	Seat Pleasant City	Prince Georges County	Maryland	0.0000401288080000000000
5660	Somerset County	Somerset County	Maryland	0.0038751288390000000000
5659	St Marys County	St Marys County	Maryland	0.0136845625110000000000
5642	Takoma Park City	Montgomery County	Maryland	0.0001955964790000000000
5664	Talbot County	Talbot County	Maryland	0.0048968248500000000000
5661	Upper Marlboro Town	Prince Georges County	Maryland	0.0000094436950000000000
5630	Vienna Town	Dorchester County	Maryland	0.0000015826760000000000

BG Entity ID	Subdivision Name	County	State	Consolidated State Allocation
5663	Washington County	Washington County	Maryland	0.0304744905050000000000
5625	Westminster City	Carroll County	Maryland	0.0004400875730000000000
5665	Wicomico County	Wicomico County	Maryland	0.0166944224110000000000
5668	Worcester County	Worcester County	Maryland	0.0098760310640000000000
5522	Abington Town	Plymouth County	Massachusetts	0.0024008997910000000000
5446	Acton Town	Middlesex County	Massachusetts	0.0015864793430000000000
5308	Acushnet Town	Bristol County	Massachusetts	0.0015473057920000000000
5273	Adams Town	Berkshire County	Massachusetts	0.0001897319860000000000
5397	Agawam Town City	Hampden County	Massachusetts	0.0043419017300000000000
5275	Alford Town	Berkshire County	Massachusetts	0.0000074494910000000000
5338	Amesbury Town City	Essex County	Massachusetts	0.0025809594240000000000
5419	Amherst Town	Hampshire County	Massachusetts	0.0036758979820000000000
5343	Andover Town	Essex County	Massachusetts	0.0071027271310000000000
5327	Aquinnah Town	Dukes County	Massachusetts	0.0000492939300000000000
5448	Arlington Town	Middlesex County	Massachusetts	0.0033502333300000000000
5549	Ashburnham Town	Worcester County	Massachusetts	0.0001401601330000000000
5447	Ashby Town	Middlesex County	Massachusetts	0.0000698769890000000000
5369	Ashfield Town	Franklin County	Massachusetts	0.0000272961320000000000
5451	Ashland Town	Middlesex County	Massachusetts	0.0016139309230000000000
5557	Athol Town	Worcester County	Massachusetts	0.0003595592330000000000
5306	Attleboro City	Bristol County	Massachusetts	0.0093572059300000000000
5558	Auburn Town	Worcester County	Massachusetts	0.0030366831950000000000
5495	Avon Town	Norfolk County	Massachusetts	0.0007398899480000000000
5449	Ayer Town	Middlesex County	Massachusetts	0.0001792106860000000000
5256	Barnstable County	Barnstable County	Massachusetts	0.0006394822420000000000
5257	Barnstable Town City	Barnstable County	Massachusetts	0.0085783135820000000000
5559	Barre Town	Worcester County	Massachusetts	0.0000965220170000000000
5277	Becket Town	Berkshire County	Massachusetts	0.0000672793760000000000
5453	Bedford Town	Middlesex County	Massachusetts	0.0019829379720000000000
5418	Belchertown Town	Hampshire County	Massachusetts	0.0034927859050000000000
5494	Bellingham Town	Norfolk County	Massachusetts	0.0019610767810000000000
5455	Belmont Town	Middlesex County	Massachusetts	0.0024203156780000000000
5309	Berkley Town	Bristol County	Massachusetts	0.0012127591150000000000
5560	Berlin Town	Worcester County	Massachusetts	0.0003977535110000000000
5368	Bernardston Town	Franklin County	Massachusetts	0.0000407515890000000000
5333	Beverly City	Essex County	Massachusetts	0.0048015661470000000000
5456	Billerica Town	Middlesex County	Massachusetts	0.0038709131240000000000
5561	Blackstone Town	Worcester County	Massachusetts	0.0002214733180000000000
5395	Blandford Town	Hampden County	Massachusetts	0.0000090071160000000000
5563	Bolton Town	Worcester County	Massachusetts	0.0001100884330000000000
5548	Boston City	Suffolk County	Massachusetts	0.1057677803490000000000
5255	Bourne Town	Barnstable County	Massachusetts	0.0037839467420000000000
4659	Boxborough Town	Middlesex County	Massachusetts	0.0003992980510000000000
5344	Boxford Town	Essex County	Massachusetts	0.0009123090510000000000
5564	Boylston Town	Worcester County	Massachusetts	0.0005623677370000000000
5486	Braintree Town City	Norfolk County	Massachusetts	0.0044572262140000000000
5259	Brewster Town	Barnstable County	Massachusetts	0.0012844700830000000000
5523	Bridgewater Town	Plymouth County	Massachusetts	0.0005704484430000000000
5396	Brimfield Town	Hampden County	Massachusetts	0.0003556447570000000000
5303	Bristol County	Bristol County	Massachusetts	0.0010150830300000000000
5519	Brockton City	Plymouth County	Massachusetts	0.0211703446150000000000
5562	Brookfield Town	Worcester County	Massachusetts	0.0003729534530000000000
5497	Brookline Town	Norfolk County	Massachusetts	0.0082449686220000000000
5367	Buckland Town	Franklin County	Massachusetts	0.0000313969370000000000
5458	Burlington Town	Middlesex County	Massachusetts	0.0030347529120000000000
5432	Cambridge City	Middlesex County	Massachusetts	0.0430537797480000000000

BG Entity ID	Subdivision Name	County	State	Consolidated State Allocation
5498	Canton Town	Norfolk County	Massachusetts	0.0029098408660000000000
5460	Carlisle Town	Middlesex County	Massachusetts	0.0005261445680000000000
5521	Carver Town	Plymouth County	Massachusetts	0.0021795479010000000000
5370	Charlemont Town	Franklin County	Massachusetts	0.0000667659250000000000
5566	Charlton Town	Worcester County	Massachusetts	0.0003053794050000000000
5260	Chatham Town	Barnstable County	Massachusetts	0.0016853351810000000000
5461	Chelmsford Town	Middlesex County	Massachusetts	0.0031626320880000000000
5547	Chelsea City	Suffolk County	Massachusetts	0.0052360311550000000000
5274	Cheshire Town	Berkshire County	Massachusetts	0.0000158306260000000000
5400	Chester Town	Hampden County	Massachusetts	0.0000968287270000000000
5417	Chesterfield Town	Hampshire County	Massachusetts	0.0001680424680000000000
5389	Chicopee City	Hampden County	Massachusetts	0.0088169527080000000000
5325	Chilmark Town	Dukes County	Massachusetts	0.0000623285760000000000
5272	Clarksburg Town	Berkshire County	Massachusetts	0.0003039201780000000000
5565	Clinton Town	Worcester County	Massachusetts	0.0023717445570000000000
5499	Cohasset Town	Norfolk County	Massachusetts	0.0014308612410000000000
5371	Colrain Town	Franklin County	Massachusetts	0.0000160185250000000000
5457	Concord Town	Middlesex County	Massachusetts	0.0017495977040000000000
5373	Conway Town	Franklin County	Massachusetts	0.0003545901150000000000
5422	Cummington Town	Hampshire County	Massachusetts	0.0000097571430000000000
5278	Dalton Town	Berkshire County	Massachusetts	0.0001230346260000000000
5348	Danvers Town	Essex County	Massachusetts	0.0040373686560000000000
5310	Dartmouth Town	Bristol County	Massachusetts	0.0055058819370000000000
5500	Dedham Town	Norfolk County	Massachusetts	0.0031888353700000000000
5374	Deerfield Town	Franklin County	Massachusetts	0.0008727000350000000000
5263	Dennis Town	Barnstable County	Massachusetts	0.0009701835300000000000
5312	Dighton Town	Bristol County	Massachusetts	0.0002287527050000000000
5567	Douglas Town	Worcester County	Massachusetts	0.0016591926130000000000
5502	Dover Town	Norfolk County	Massachusetts	0.0006834281140000000000
5464	Dracut Town	Middlesex County	Massachusetts	0.0020458872960000000000
5568	Dudley Town	Worcester County	Massachusetts	0.0001793907340000000000
5321	Dukes County	Dukes County	Massachusetts	0.0000542562440000000000
5454	Dunstable Town	Middlesex County	Massachusetts	0.0000416078640000000000
5525	Duxbury Town	Plymouth County	Massachusetts	0.0037420117560000000000
5524	East Bridgewater Town	Plymouth County	Massachusetts	0.0023080478250000000000
5570	East Brookfield Town	Worcester County	Massachusetts	0.0000523657390000000000
5399	East Longmeadow Town	Hampden County	Massachusetts	0.0027157134030000000000
5258	Eastham Town	Barnstable County	Massachusetts	0.0007869165280000000000
5415	Easthampton Town City	Hampshire County	Massachusetts	0.0026704632280000000000
5311	Easton Town	Bristol County	Massachusetts	0.0056768575150000000000
5329	Edgartown Town	Dukes County	Massachusetts	0.0008098093320000000000
5279	Egremont Town	Berkshire County	Massachusetts	0.0000507505400000000000
5376	Erving Town	Franklin County	Massachusetts	0.0005137521280000000000
5347	Essex Town	Essex County	Massachusetts	0.0001133334870000000000
5438	Everett City	Middlesex County	Massachusetts	0.0043682285340000000000
5313	Fairhaven Town	Bristol County	Massachusetts	0.0032653626250000000000
5307	Fall River City	Bristol County	Massachusetts	0.0210559010060000000000
5261	Falmouth Town	Barnstable County	Massachusetts	0.0066328413200000000000
5550	Fitchburg City	Worcester County	Massachusetts	0.0069136342120000000000
5282	Florida Town	Berkshire County	Massachusetts	0.0001708750860000000000
7005	Foxborough Town	Norfolk County	Massachusetts	0.0025881001120000000000
5459	Framingham Town	Middlesex County	Massachusetts	0.0069023100220000000000
5492	Franklin Town City	Norfolk County	Massachusetts	0.0045067158940000000000
5316	Freetown Town	Bristol County	Massachusetts	0.0003471118370000000000
5555	Gardner City	Worcester County	Massachusetts	0.0030805803920000000000
5342	Georgetown Town	Essex County	Massachusetts	0.0013611433650000000000

BG Entity ID	Subdivision Name	County	State	Consolidated State Allocation
5372	Gill Town	Franklin County	Massachusetts	0.0000322935140000000000
5334	Gloucester City	Essex County	Massachusetts	0.0042194020150000000000
5420	Goshen Town	Hampshire County	Massachusetts	0.0000205987610000000000
5326	Gosnold Town	Dukes County	Massachusetts	0.0000116450310000000000
5569	Grafton Town	Worcester County	Massachusetts	0.0027879032770000000000
5426	Granby Town	Hampshire County	Massachusetts	0.0014214207530000000000
5405	Granville Town	Hampden County	Massachusetts	0.0002057887190000000000
5280	Great Barrington Town	Berkshire County	Massachusetts	0.0002387359540000000000
5366	Greenfield Town City	Franklin County	Massachusetts	0.0045229170840000000000
5466	Groton Town	Middlesex County	Massachusetts	0.0001128619070000000000
5346	Groveland Town	Essex County	Massachusetts	0.0001095482890000000000
5423	Hadley Town	Hampshire County	Massachusetts	0.0010366584470000000000
5526	Halifax Town	Plymouth County	Massachusetts	0.0007440744970000000000
5345	Hamilton Town	Essex County	Massachusetts	0.0001487548140000000000
5403	Hampden Town	Hampden County	Massachusetts	0.0000864414160000000000
5283	Hancock Town	Berkshire County	Massachusetts	0.0000800832050000000000
5530	Hanover Town	Plymouth County	Massachusetts	0.0029799879270000000000
5527	Hanson Town	Plymouth County	Massachusetts	0.0003061514130000000000
5572	Hardwick Town	Worcester County	Massachusetts	0.0000464895760000000000
5571	Harvard Town	Worcester County	Massachusetts	0.0016461443580000000000
5264	Harwich Town	Barnstable County	Massachusetts	0.0028643091040000000000
5429	Hatfield Town	Hampshire County	Massachusetts	0.0006273938950000000000
5331	Haverhill City	Essex County	Massachusetts	0.0081429378650000000000
5375	Hawley Town	Franklin County	Massachusetts	0.0000026913010000000000
5380	Heath Town	Franklin County	Massachusetts	0.0000117900110000000000
5528	Hingham Town	Plymouth County	Massachusetts	0.0048287246260000000000
5281	Hinsdale Town	Berkshire County	Massachusetts	0.0000370150670000000000
5501	Holbrook Town	Norfolk County	Massachusetts	0.0012225010790000000000
5574	Holden Town	Worcester County	Massachusetts	0.0003437458790000000000
5407	Holland Town	Hampden County	Massachusetts	0.0002380408850000000000
5463	Holliston Town	Middlesex County	Massachusetts	0.0016721906210000000000
5392	Holyoke City	Hampden County	Massachusetts	0.0096646595520000000000
5573	Hopedale Town	Worcester County	Massachusetts	0.0013723058250000000000
5462	Hopkinton Town	Middlesex County	Massachusetts	0.0020275145370000000000
5577	Hubbardston Town	Worcester County	Massachusetts	0.0000766471120000000000
5467	Hudson Town	Middlesex County	Massachusetts	0.0019945123450000000000
5532	Hull Town	Plymouth County	Massachusetts	0.0019548410450000000000
5421	Huntington Town	Hampshire County	Massachusetts	0.0000265612850000000000
5350	Ipswich Town	Essex County	Massachusetts	0.0020796358500000000000
5529	Kingston Town	Plymouth County	Massachusetts	0.0013693784730000000000
5534	Lakeville Town	Plymouth County	Massachusetts	0.0002022280580000000000
5576	Lancaster Town	Worcester County	Massachusetts	0.0001166560020000000000
7046	Lanesborough Town	Berkshire County	Massachusetts	0.0005752485050000000000
5337	Lawrence City	Essex County	Massachusetts	0.0147588379130000000000
5286	Lee Town	Berkshire County	Massachusetts	0.0015190183480000000000
5575	Leicester Town	Worcester County	Massachusetts	0.0019262913800000000000
5287	Lenox Town	Berkshire County	Massachusetts	0.0016094611240000000000
5554	Leominster City	Worcester County	Massachusetts	0.0079025307080000000000
5377	Leverett Town	Franklin County	Massachusetts	0.0003953422270000000000
5468	Lexington Town	Middlesex County	Massachusetts	0.0050909244100000000000
5387	Leyden Town	Franklin County	Massachusetts	0.0000076892060000000000
5465	Lincoln Town	Middlesex County	Massachusetts	0.0010996192850000000000
5469	Littleton Town	Middlesex County	Massachusetts	0.0010435971040000000000
5402	Longmeadow Town	Hampden County	Massachusetts	0.0029921082010000000000
5435	Lowell City	Middlesex County	Massachusetts	0.0102424747900000000000
5406	Ludlow Town	Hampden County	Massachusetts	0.0030426656080000000000

BG Entity ID	Subdivision Name	County	State	Consolidated State Allocation
5584	Lunenburg Town	Worcester County	Massachusetts	0.001916440550000000000
5335	Lynn City	Essex County	Massachusetts	0.015917595154000000000
5349	Lynnfield Town	Essex County	Massachusetts	0.002333154069000000000
5437	Malden City	Middlesex County	Massachusetts	0.004659742140000000000
5351	Manchester-By-The-Sea Town	Essex County	Massachusetts	0.000201100664000000000
5314	Mansfield Town	Bristol County	Massachusetts	0.006816694002000000000
5355	Marblehead Town	Essex County	Massachusetts	0.003485912672000000000
5535	Marion Town	Plymouth County	Massachusetts	0.000698025620000000000
7135	Marlborough City	Middlesex County	Massachusetts	0.003668295136000000000
5531	Marshfield Town	Plymouth County	Massachusetts	0.004930551259000000000
5262	Mashpee Town	Barnstable County	Massachusetts	0.003459150927000000000
5533	Mattapoisett Town	Plymouth County	Massachusetts	0.000843720139000000000
5470	Maynard Town	Middlesex County	Massachusetts	0.001014940666000000000
5506	Medfield Town	Norfolk County	Massachusetts	0.002083772770000000000
5441	Medford City	Middlesex County	Massachusetts	0.003972200658000000000
5505	Medway Town	Norfolk County	Massachusetts	0.001940731867000000000
5440	Melrose City	Middlesex County	Massachusetts	0.002296395466000000000
5581	Mendon Town	Worcester County	Massachusetts	0.000164096065000000000
5353	Merrimac Town	Essex County	Massachusetts	0.000100336001000000000
5340	Methuen Town City	Essex County	Massachusetts	0.007149217230000000000
7143	Middleborough Town	Plymouth County	Massachusetts	0.003933419654000000000
5424	Middlefield Town	Hampshire County	Massachusetts	0.000003252381000000000
5359	Middleton Town	Essex County	Massachusetts	0.000917093411000000000
5582	Milford Town	Worcester County	Massachusetts	0.005323916620000000000
5578	Millbury Town	Worcester County	Massachusetts	0.002332340712000000000
5504	Millis Town	Norfolk County	Massachusetts	0.000999797258000000000
5580	Millville Town	Worcester County	Massachusetts	0.000062130209000000000
5510	Milton Town	Norfolk County	Massachusetts	0.003520463069000000000
5378	Monroe Town	Franklin County	Massachusetts	0.000001025332000000000
5411	Monson Town	Hampden County	Massachusetts	0.001266258006000000000
5381	Montague Town	Franklin County	Massachusetts	0.000291412591000000000
5289	Monterey Town	Berkshire County	Massachusetts	0.000042137017000000000
5410	Montgomery Town	Hampden County	Massachusetts	0.000002324400000000000
5285	Mt Washington Town	Berkshire County	Massachusetts	0.000001746048000000000
5352	Nahant Town	Essex County	Massachusetts	0.000355497159000000000
5490	Nantucket Town	Nantucket County	Massachusetts	0.001102324194000000000
5471	Natick Town	Middlesex County	Massachusetts	0.003421702489000000000
5507	Needham Town	Norfolk County	Massachusetts	0.004914063771000000000
5288	New Ashford Town	Berkshire County	Massachusetts	0.000002677169000000000
5304	New Bedford City	Bristol County	Massachusetts	0.023617391681000000000
5579	New Braintree Town	Worcester County	Massachusetts	0.000013480056000000000
7180	New Marlborough Town	Berkshire County	Massachusetts	0.000032940955000000000
5382	New Salem Town	Franklin County	Massachusetts	0.000024476600000000000
5354	Newbury Town	Essex County	Massachusetts	0.000135400372000000000
5336	Newburyport City	Essex County	Massachusetts	0.002905748435000000000
5444	Newton City	Middlesex County	Massachusetts	0.010088865481000000000
5493	Norfolk County	Norfolk County	Massachusetts	0.000563017795000000000
5509	Norfolk Town	Norfolk County	Massachusetts	0.000892988423000000000
5271	North Adams City	Berkshire County	Massachusetts	0.003428675166000000000
5356	North Andover Town	Essex County	Massachusetts	0.004494773051000000000
7199	North Attleborough Town	Bristol County	Massachusetts	0.006369959028000000000
5590	North Brookfield Town	Worcester County	Massachusetts	0.000698725924000000000
5473	North Reading Town	Middlesex County	Massachusetts	0.001664230820000000000
5414	Northampton City	Hampshire County	Massachusetts	0.005405649568000000000
7209	Northborough Town	Worcester County	Massachusetts	0.002422641125000000000
5585	Northbridge Town	Worcester County	Massachusetts	0.002823159735000000000

BG Entity ID	Subdivision Name	County	State	Consolidated State Allocation
5379	Northfield Town	Franklin County	Massachusetts	0.000153010544000000000
5319	Norton Town	Bristol County	Massachusetts	0.004563834066000000000
5537	Norwell Town	Plymouth County	Massachusetts	0.002753854817000000000
5508	Norwood Town	Norfolk County	Massachusetts	0.003412282413000000000
5330	Oak Bluffs Town	Dukes County	Massachusetts	0.000769116887000000000
5586	Oakham Town	Worcester County	Massachusetts	0.000026269230000000000
5383	Orange Town	Franklin County	Massachusetts	0.001376712816000000000
5265	Orleans Town	Barnstable County	Massachusetts	0.000935051641000000000
5290	Otis Town	Berkshire County	Massachusetts	0.000035269019000000000
5587	Oxford Town	Worcester County	Massachusetts	0.002336229019000000000
5404	Palmer Town City	Hampden County	Massachusetts	0.001621757259000000000
5588	Paxton Town	Worcester County	Massachusetts	0.000115100470000000000
5341	Peabody City	Essex County	Massachusetts	0.007162928627000000000
5427	Pelham Town	Hampshire County	Massachusetts	0.000235476246000000000
5536	Pembroke Town	Plymouth County	Massachusetts	0.003388218249000000000
5472	Pepperell Town	Middlesex County	Massachusetts	0.000102363113000000000
5294	Peru Town	Berkshire County	Massachusetts	0.000011523603000000000
5589	Petersham Town	Worcester County	Massachusetts	0.000159775433000000000
5592	Phillipston Town	Worcester County	Massachusetts	0.000039835646000000000
5276	Pittsfield City	Berkshire County	Massachusetts	0.011541979937000000000
5431	Plainfield Town	Hampshire County	Massachusetts	0.000004986914000000000
5511	Plainville Town	Norfolk County	Massachusetts	0.000738004154000000000
5520	Plymouth County	Plymouth County	Massachusetts	0.000008974666000000000
5539	Plymouth Town	Plymouth County	Massachusetts	0.010727134492000000000
5540	Plympton Town	Plymouth County	Massachusetts	0.000311939123000000000
5594	Princeton Town	Worcester County	Massachusetts	0.000094015998000000000
5266	Provincetown Town	Barnstable County	Massachusetts	0.000895015011000000000
5496	Quincy City	Norfolk County	Massachusetts	0.010277365393000000000
5517	Randolph Town	Norfolk County	Massachusetts	0.003517891103000000000
5318	Raynham Town	Bristol County	Massachusetts	0.000739771661000000000
5474	Reading Town	Middlesex County	Massachusetts	0.002463903024000000000
5317	Rehoboth Town	Bristol County	Massachusetts	0.000342848256000000000
5551	Revere City	Suffolk County	Massachusetts	0.005754964378000000000
5295	Richmond Town	Berkshire County	Massachusetts	0.000346755405000000000
5545	Rochester Town	Plymouth County	Massachusetts	0.000656757963000000000
5542	Rockland Town	Plymouth County	Massachusetts	0.003048431858000000000
5358	Rockport Town	Essex County	Massachusetts	0.001188536886000000000
5384	Rowe Town	Franklin County	Massachusetts	0.000242459391000000000
5357	Rowley Town	Essex County	Massachusetts	0.000134543050000000000
5593	Royalston Town	Worcester County	Massachusetts	0.000020739031000000000
5413	Russell Town	Hampden County	Massachusetts	0.000012348998000000000
5591	Rutland Town	Worcester County	Massachusetts	0.000122272562000000000
5339	Salem City	Essex County	Massachusetts	0.006254547137000000000
5360	Salisbury Town	Essex County	Massachusetts	0.000319290215000000000
5296	Sandisfield Town	Berkshire County	Massachusetts	0.000020719142000000000
5268	Sandwich Town	Barnstable County	Massachusetts	0.004944903815000000000
5362	Saugus Town	Essex County	Massachusetts	0.003330802265000000000
5297	Savoy Town	Berkshire County	Massachusetts	0.000103246605000000000
5541	Scituate Town	Plymouth County	Massachusetts	0.003938536371000000000
5315	Seekonk Town	Bristol County	Massachusetts	0.003325159013000000000
5512	Sharon Town	Norfolk County	Massachusetts	0.003157804286000000000
5292	Sheffield Town	Berkshire County	Massachusetts	0.000066580643000000000
5386	Shelburne Town	Franklin County	Massachusetts	0.000145706034000000000
5475	Sherborn Town	Middlesex County	Massachusetts	0.000361347676000000000
5477	Shirley Town	Middlesex County	Massachusetts	0.000049654026000000000
5598	Shrewsbury Town	Worcester County	Massachusetts	0.006471205738000000000

BG Entity ID	Subdivision Name	County	State	Consolidated State Allocation
5385	Shutesbury Town	Franklin County	Massachusetts	0.0003581785160000000000
5324	Somerset Town	Bristol County	Massachusetts	0.0029437176520000000000
5442	Somerville City	Middlesex County	Massachusetts	0.0055383277590000000000
5433	South Hadley Town	Hampshire County	Massachusetts	0.0032895089620000000000
5425	Southampton Town	Hampshire County	Massachusetts	0.0007738619930000000000
9879	Southborough Town	Worcester County	Massachusetts	0.0021736884860000000000
5556	Southbridge Town City	Worcester County	Massachusetts	0.0029061148120000000000
5408	Southwick Town	Hampden County	Massachusetts	0.0001652559100000000000
5596	Spencer Town	Worcester County	Massachusetts	0.0002031539450000000000
5394	Springfield City	Hampden County	Massachusetts	0.0344102243700000000000
5599	Sterling Town	Worcester County	Massachusetts	0.0001967596200000000000
5293	Stockbridge Town	Berkshire County	Massachusetts	0.0000923050180000000000
5476	Stoneham Town	Middlesex County	Massachusetts	0.0016697809080000000000
5515	Stoughton Town	Norfolk County	Massachusetts	0.0031189437260000000000
5484	Stow Town	Middlesex County	Massachusetts	0.0000877336800000000000
5597	Sturbridge Town	Worcester County	Massachusetts	0.0012356885570000000000
5485	Sudbury Town	Middlesex County	Massachusetts	0.0019501938140000000000
5388	Sunderland Town	Franklin County	Massachusetts	0.0003944451270000000000
5602	Sutton Town	Worcester County	Massachusetts	0.0017206314160000000000
5363	Swampscott Town	Essex County	Massachusetts	0.0028022704890000000000
5323	Swansea Town	Bristol County	Massachusetts	0.0031273703970000000000
5305	Taunton City	Bristol County	Massachusetts	0.0131566985710000000000
5601	Templeton Town	Worcester County	Massachusetts	0.0001677252900000000000
5480	Tewksbury Town	Middlesex County	Massachusetts	0.0025265084770000000000
5332	Tisbury Town	Dukes County	Massachusetts	0.0006655667130000000000
5409	Tolland Town	Hampden County	Massachusetts	0.0000055935300000000000
5361	Topsfield Town	Essex County	Massachusetts	0.0007133506460000000000
5478	Townsend Town	Middlesex County	Massachusetts	0.0000938438010000000000
5269	Truro Town	Barnstable County	Massachusetts	0.0006042503840000000000
9926	Tyngsborough Town	Middlesex County	Massachusetts	0.0011623969350000000000
5299	Tyringham Town	Berkshire County	Massachusetts	0.0000128038290000000000
5603	Upton Town	Worcester County	Massachusetts	0.0002110174420000000000
5600	Uxbridge Town	Worcester County	Massachusetts	0.0022556067160000000000
5482	Wakefield Town	Middlesex County	Massachusetts	0.0021160657610000000000
5416	Wales Town	Hampden County	Massachusetts	0.0001476043900000000000
5513	Walpole Town	Norfolk County	Massachusetts	0.0031941499300000000000
5443	Waltham City	Middlesex County	Massachusetts	0.0053226719850000000000
5430	Ware Town	Hampshire County	Massachusetts	0.0020355884390000000000
5546	Wareham Town	Plymouth County	Massachusetts	0.0035953944900000000000
5608	Warren Town	Worcester County	Massachusetts	0.0001793043730000000000
5391	Warwick Town	Franklin County	Massachusetts	0.0000659970570000000000
5298	Washington Town	Berkshire County	Massachusetts	0.0000040741120000000000
5450	Watertown Town City	Middlesex County	Massachusetts	0.0025409657130000000000
5479	Wayland Town	Middlesex County	Massachusetts	0.0021473899460000000000
5609	Webster Town	Worcester County	Massachusetts	0.0024059636440000000000
5514	Wellesley Town	Norfolk County	Massachusetts	0.0048114839720000000000
5267	Wellfleet Town	Barnstable County	Massachusetts	0.0006678084170000000000
5393	Wendell Town	Franklin County	Massachusetts	0.0000105082150000000000
5364	Wenham Town	Essex County	Massachusetts	0.0001121192090000000000
5610	West Boylston Town	Worcester County	Massachusetts	0.0012227266630000000000
5543	West Bridgewater Town	Plymouth County	Massachusetts	0.0014675989090000000000
5611	West Brookfield Town	Worcester County	Massachusetts	0.0000591918660000000000
5365	West Newbury Town	Essex County	Massachusetts	0.0000869815600000000000
5398	West Springfield Town City	Hampden County	Massachusetts	0.0046275946530000000000
5301	West Stockbridge Town	Berkshire County	Massachusetts	0.0000284015440000000000
5328	West Tisbury Town	Dukes County	Massachusetts	0.0000991834840000000000

BG Entity ID	Subdivision Name	County	State	Consolidated State Allocation
9959	Westborough Town	Worcester County	Massachusetts	0.0050703842690000000000
5401	Westfield City	Hampden County	Massachusetts	0.0065383856690000000000
5483	Westford Town	Middlesex County	Massachusetts	0.0029399628110000000000
5436	Westhampton Town	Hampshire County	Massachusetts	0.0001993739810000000000
5605	Westminster Town	Worcester County	Massachusetts	0.0002267444360000000000
5481	Weston Town	Middlesex County	Massachusetts	0.0022546583230000000000
5322	Westport Town	Bristol County	Massachusetts	0.0028113351790000000000
5518	Westwood Town	Norfolk County	Massachusetts	0.0029037830840000000000
5488	Weymouth Town City	Norfolk County	Massachusetts	0.0056566397860000000000
5390	Whately Town	Franklin County	Massachusetts	0.0003142232220000000000
5544	Whitman Town	Plymouth County	Massachusetts	0.0004487427190000000000
5412	Wilbraham Town	Hampden County	Massachusetts	0.0003131502610000000000
5428	Williamsburg Town	Hampshire County	Massachusetts	0.0003439986790000000000
5302	Williamstown Town	Berkshire County	Massachusetts	0.0007830219410000000000
5489	Wilmington Town	Middlesex County	Massachusetts	0.0024675599900000000000
5606	Winchendon Town	Worcester County	Massachusetts	0.0018307203730000000000
5487	Winchester Town	Middlesex County	Massachusetts	0.0025700953000000000000
5300	Windsor Town	Berkshire County	Massachusetts	0.0000052381440000000000
5553	Winthrop Town City	Suffolk County	Massachusetts	0.0015058905370000000000
5445	Woburn City	Middlesex County	Massachusetts	0.0035035411630000000000
5552	Worcester City	Worcester County	Massachusetts	0.0379295035180000000000
5434	Worthington Town	Hampshire County	Massachusetts	0.0000150696090000000000
5516	Wrentham Town	Norfolk County	Massachusetts	0.0009617940210000000000
5270	Yarmouth Town	Barnstable County	Massachusetts	0.0013083918830000000000
6177	Adair County	Adair County	Missouri	
6176	Andrew County	Andrew County	Missouri	
6258	Arnold City	Jefferson County	Missouri	
6182	Atchison County	Atchison County	Missouri	
6183	Audrain County	Audrain County	Missouri	
6331	Ballwin City	St Louis County	Missouri	
6175	Barry County	Barry County	Missouri	
6178	Barton County	Barton County	Missouri	
6181	Bates County	Bates County	Missouri	
6333	Bellefontaine Neighbors City	St Louis County	Missouri	
6200	Belton City	Cass County	Missouri	
6186	Benton County	Benton County	Missouri	
6245	Blue Springs City	Jackson County	Missouri	
6304	Bolivar City	Polk County	Missouri	
6184	Bollinger County	Bollinger County	Missouri	
6185	Boone County	Boone County	Missouri	
6359	Branson City	Stone County, Taney County	Missouri	
6334	Bridgeton City	St Louis County	Missouri	
6189	Buchanan County	Buchanan County	Missouri	
6188	Butler County	Butler County	Missouri	
6192	Caldwell County	Caldwell County	Missouri	
6193	Callaway County	Callaway County	Missouri	
6197	Camden County	Camden County	Missouri	
6319	Cape Girardeau City	Scott County, Cape Girardeau County	Missouri	
6195	Cape Girardeau County	Cape Girardeau County	Missouri	
6201	Carroll County	Carroll County	Missouri	
6202	Carter County	Carter County	Missouri	
6255	Carthage City	Jasper County	Missouri	
6199	Cass County	Cass County	Missouri	
6210	Cedar County	Cedar County	Missouri	
6207	Chariton County	Chariton County	Missouri	
6351	Chesterfield City	St Louis County	Missouri	

BG Entity ID	Subdivision Name	County	State	Consolidated State Allocation
6204	Christian County	Christian County	Missouri	
13496	Citizens Memorial Hospital District D/B/A	Polk County	Missouri	
6217	Clark County	Clark County	Missouri	
6213	Clay County	Clay County	Missouri	
6336	Clayton City	St Louis County	Missouri	
6214	Clinton County	Clinton County	Missouri	
6222	Cole County	Cole County	Missouri	
6187	Columbia City	Boone County	Missouri	
6219	Cooper County	Cooper County	Missouri	
6221	Crawford County	Crawford County	Missouri	
6339	Crestwood City	St Louis County	Missouri	
6335	Creve Coeur City	St Louis County	Missouri	
6224	Dade County	Dade County	Missouri	
6223	Dallas County	Dallas County	Missouri	
6324	Dardenne Prairie City	St Charles County	Missouri	
6225	Daviess County	Daviess County	Missouri	
6226	De Kalb County	De Kalb County	Missouri	
6227	Dent County	Dent County	Missouri	
6229	Douglas County	Douglas County	Missouri	
6228	Dunklin County	Dunklin County	Missouri	
6342	Eureka City	St Louis County	Missouri	
6220	Excelsior Springs City	Clay County, Ray County	Missouri	
6330	Farmington City	St Francois County	Missouri	
6338	Ferguson City	St Louis County	Missouri	
6257	Festus City	Jefferson County	Missouri	
6337	Florissant City	St Louis County	Missouri	
6230	Franklin County	Franklin County	Missouri	
6194	Fulton City	Callaway County	Missouri	
6234	Gasconade County	Gasconade County	Missouri	
6232	Gentry County	Gentry County	Missouri	
6212	Gladstone City	Clay County	Missouri	
6246	Grain Valley City	Jackson County	Missouri	
6248	Grandview City	Jackson County	Missouri	
6236	Greene County	Greene County	Missouri	
6239	Grundy County	Grundy County	Missouri	
6277	Hannibal City	Marion County, Ralls County	Missouri	
6238	Harrison County	Harrison County	Missouri	
6206	Harrisonville City	Cass County	Missouri	
6341	Hazelwood City	St Louis County	Missouri	
6240	Henry County	Henry County	Missouri	
6242	Hickory County	Hickory County	Missouri	
6243	Holt County	Holt County	Missouri	
6244	Howard County	Howard County	Missouri	
6241	Howell County	Howell County	Missouri	
6252	Independence City	Jackson County, Clay County	Missouri	
6250	Iron County	Iron County	Missouri	
6198	Jackson City	Cape Girardeau County	Missouri	
6249	Jackson County	Jackson County	Missouri	
6253	Jasper County	Jasper County	Missouri	
6196	Jefferson City	Callaway County, Cole County	Missouri	
6259	Jefferson County	Jefferson County	Missouri	
6340	Jennings City	St Louis County	Missouri	
6260	Johnson County	Johnson County	Missouri	
6261	Joplin City	Jasper County, Newton County	Missouri	
6203	Kansas City	Cass County, Clay County, Jackson County, Platte County	Missouri	

BG Entity ID	Subdivision Name	County	State	Consolidated State Allocation
6218	Kearney City	Clay County	Missouri	Allocations in Missouri will be made in accordance with the Memorandum of Understanding Between the State of Missouri and its Political Subdivisions on Proceeds Relating to the Settlement of Opioid Litigation and with the ancillary Memorandum of Understanding Between the Litigating Subdivisions of the State of Missouri.
6231	Kennett City	Dunklin County	Missouri	
13136	Kinloch Fire Protection District	St Louis County	Missouri	
6179	Kirksville City	Adair County	Missouri	
6344	Kirkwood City	St Louis County	Missouri	
6269	Knox County	Knox County	Missouri	
6266	Laclede County	Laclede County	Missouri	
6268	Lafayette County	Lafayette County	Missouri	
6327	Lake St. Louis City	St Charles County	Missouri	
6263	Lawrence County	Lawrence County	Missouri	
6262	Lebanon City	Laclede County	Missouri	
6251	Lee'S Summit City	Jackson County, Cass County	Missouri	
6267	Lewis County	Lewis County	Missouri	
6211	Liberty City	Clay County	Missouri	
6265	Lincoln County	Lincoln County	Missouri	
6270	Linn County	Linn County	Missouri	
6273	Livingston County	Livingston County	Missouri	
6271	Macon County	Macon County	Missouri	
6275	Madison County	Madison County	Missouri	
6345	Manchester City	St Louis County	Missouri	
6272	Maries County	Maries County	Missouri	
6278	Marion County	Marion County	Missouri	
6315	Marshall City	Saline County	Missouri	
6352	Maryland Heights City	St Louis County	Missouri	
6288	Maryville City	Nodaway County	Missouri	
6274	Mcdonald County	Mcdonald County	Missouri	
6279	Mercer County	Mercer County	Missouri	
6180	Mexico City	Audrain County	Missouri	
6280	Miller County	Miller County	Missouri	
6283	Mississippi County	Mississippi County	Missouri	
6313	Moberly City	Randolph County	Missouri	
6281	Moniteau County	Moniteau County	Missouri	
6282	Monroe County	Monroe County	Missouri	
6285	Montgomery County	Montgomery County	Missouri	
6284	Morgan County	Morgan County	Missouri	
6290	Neosho City	Newton County	Missouri	
6289	New Madrid County	New Madrid County	Missouri	
6286	Newton County	Newton County	Missouri	
6208	Nixa City	Christian County	Missouri	
6294	Nodaway County	Nodaway County	Missouri	
13135	Northeast Ambulance And Fire Protection	St Louis County	Missouri	
6323	O'Fallon City	St Charles County	Missouri	
6291	Oregon County	Oregon County	Missouri	
6293	Osage County	Osage County	Missouri	
6349	Overland City	St Louis County	Missouri	
6209	Ozark City	Christian County	Missouri	
6292	Ozark County	Ozark County	Missouri	
6297	Pemiscot County	Pemiscot County	Missouri	
6296	Perry County	Perry County	Missouri	
6295	Pettis County	Pettis County	Missouri	
6298	Phelps County	Phelps County	Missouri	
6300	Pike County	Pike County	Missouri	
6301	Platte County	Platte County	Missouri	
6302	Polk County	Polk County	Missouri	
6191	Poplar Bluff City	Butler County	Missouri	
6307	Pulaski County	Pulaski County	Missouri	

BG Entity ID	Subdivision Name	County	State	Consolidated State Allocation
6305	Putnam County	Putnam County	Missouri	
6306	Ralls County	Ralls County	Missouri	
6310	Randolph County	Randolph County	Missouri	
6308	Ray County	Ray County	Missouri	
6205	Raymore City	Cass County	Missouri	
6254	Raytown City	Jackson County	Missouri	
6237	Republic City	Greene County, Christian County	Missouri	
6309	Reynolds County	Reynolds County	Missouri	
6311	Ripley County	Ripley County	Missouri	
6299	Rolla City	Phelps County	Missouri	
6312	Saline County	Saline County	Missouri	
6314	Schuyler County	Schuyler County	Missouri	
6316	Scotland County	Scotland County	Missouri	
6318	Scott County	Scott County	Missouri	
6303	Sedalia City	Pettis County	Missouri	
6321	Shannon County	Shannon County	Missouri	
6322	Shelby County	Shelby County	Missouri	
6287	Sikeston City	New Madrid County, Scott County	Missouri	
6215	Smithville City	Clay County, Platte County	Missouri	
6216	Springfield City	Christian County, Greene County	Missouri	
6320	St Charles County	St Charles County	Missouri	
6328	St Clair County	St Clair County	Missouri	
6329	St Francois County	St Francois County	Missouri	
6332	St Louis County	St Louis County	Missouri	
6343	St. Ann City	St Louis County	Missouri	
6317	St. Charles City	St Charles County	Missouri	
6190	St. Joseph City	Buchanan County	Missouri	
6354	St. Louis City	St. Louis City	Missouri	
6325	St. Peters City	St Charles County	Missouri	
6353	Ste Genevieve County	Ste Genevieve County	Missouri	
6358	Stoddard County	Stoddard County	Missouri	
6357	Stone County	Stone County	Missouri	
6355	Sullivan County	Sullivan County	Missouri	
6356	Taney County	Taney County	Missouri	
6361	Texas County	Texas County	Missouri	
6350	Town And Country City	St Louis County	Missouri	
6276	Troy City	Lincoln County	Missouri	
6235	Union City	Franklin County	Missouri	
6347	University City	St Louis County	Missouri	
6362	Vernon County	Vernon County	Missouri	
6368	Warren County	Warren County	Missouri	
6264	Warrensburg City	Johnson County	Missouri	
6233	Washington City	Franklin County	Missouri	
6360	Washington County	Washington County	Missouri	
6364	Wayne County	Wayne County	Missouri	
6256	Webb City	Jasper County	Missouri	
6365	Webster County	Webster County	Missouri	
6346	Webster Groves City	St Louis County	Missouri	
6326	Wentzville City	St Charles County	Missouri	
6247	West Plains City	Howell County	Missouri	
6348	Wildwood City	St Louis County	Missouri	
6366	Worth County	Worth County	Missouri	
6369	Wright County	Wright County	Missouri	
6534	Anaconda-Deer Lodge County	Deer Lodge County	Montana	0.0144801905140000000000
6522	Beaverhead County	Beaverhead County	Montana	0.0068414802250000000000
6518	Big Horn County	Big Horn County	Montana	0.0085049036090000000000

BG Entity ID	Subdivision Name	County	State	Consolidated State Allocation
6582	Billings City	Yellowstone County	Montana	0.0913311424130000000000
6520	Blaine County	Blaine County	Montana	0.0036910943370000000000
6538	Bozeman City	Gallatin County	Montana	0.0201618865070000000000
6523	Broadwater County	Broadwater County	Montana	0.0041432512640000000000
6569	Butte-Silver Bow	Silver Bow County	Montana	0.0561012604340000000000
6519	Carbon County	Carbon County	Montana	0.0071053605220000000000
6524	Carter County	Carter County	Montana	0.0003746791040000000000
6525	Cascade County	Cascade County	Montana	0.0389930504800000000000
6527	Chouteau County	Chouteau County	Montana	0.0040530634240000000000
6530	Custer County	Custer County	Montana	0.0151390564500000000000
6532	Daniels County	Daniels County	Montana	0.0017876029080000000000
6528	Dawson County	Dawson County	Montana	0.0078006821330000000000
6533	Fallon County	Fallon County	Montana	0.0015435820110000000000
6535	Fergus County	Fergus County	Montana	0.0086670276690000000000
6529	Flathead County	Flathead County	Montana	0.0801417853690000000000
6537	Gallatin County	Gallatin County	Montana	0.0402055727170000000000
6536	Garfield County	Garfield County	Montana	0.0003988385990000000000
6540	Glacier County	Glacier County	Montana	0.0152307093670000000000
6541	Golden Valley County	Golden Valley County	Montana	0.0002643036480000000000
6539	Granite County	Granite County	Montana	0.0018313982370000000000
6526	Great Falls City	Cascade County	Montana	0.0435777797840000000000
6548	Helena City	Lewis And Clark County	Montana	0.0173606550420000000000
6543	Hill County	Hill County	Montana	0.0184385329220000000000
6542	Jefferson County	Jefferson County	Montana	0.0077708430870000000000
6544	Judith Basin County	Judith Basin County	Montana	0.0006148042280000000000
6531	Kalispell City	Flathead County	Montana	0.0247354327100000000000
6546	Lake County	Lake County	Montana	0.0361750990640000000000
6545	Lewis And Clark County	Lewis And Clark County	Montana	0.0493267123340000000000
6547	Liberty County	Liberty County	Montana	0.0012103959730000000000
6549	Lincoln County	Lincoln County	Montana	0.0219155976240000000000
6550	Madison County	Madison County	Montana	0.0054980476730000000000
6552	Mccone County	Mccone County	Montana	0.0008230353940000000000
6551	Meagher County	Meagher County	Montana	0.0009120863730000000000
6555	Mineral County	Mineral County	Montana	0.0075469099140000000000
6554	Missoula City	Missoula County	Montana	0.0443125585750000000000
6553	Missoula County	Missoula County	Montana	0.0802728336290000000000
6559	Musselshell County	Musselshell County	Montana	0.0038955105940000000000
6558	Park County	Park County	Montana	0.0208318356530000000000
6556	Petroleum County	Petroleum County	Montana	0.0001447429220000000000
6557	Phillips County	Phillips County	Montana	0.0020856223470000000000
6563	Pondera County	Pondera County	Montana	0.0040038739480000000000
6565	Powder River County	Powder River County	Montana	0.0015043864520000000000
6562	Powell County	Powell County	Montana	0.0088727234900000000000
6560	Prairie County	Prairie County	Montana	0.0005720696530000000000
6561	Ravalli County	Ravalli County	Montana	0.0369068192700000000000
6564	Richland County	Richland County	Montana	0.0075415252810000000000
6566	Roosevelt County	Roosevelt County	Montana	0.0081829767820000000000
6567	Rosebud County	Rosebud County	Montana	0.0056419819490000000000
6568	Sanders County	Sanders County	Montana	0.0106791345580000000000
6574	Sheridan County	Sheridan County	Montana	0.0027003552250000000000
6571	Stillwater County	Stillwater County	Montana	0.0050556040140000000000
6570	Sweet Grass County	Sweet Grass County	Montana	0.0028365407660000000000
6573	Teton County	Teton County	Montana	0.0057359038320000000000
6572	Toole County	Toole County	Montana	0.0032580404870000000000
6575	Treasure County	Treasure County	Montana	0.0002265541380000000000
6576	Valley County	Valley County	Montana	0.0055982912680000000000

BG Entity ID	Subdivision Name	County	State	Consolidated State Allocation
6580	Wheatland County	Wheatland County	Montana	0.0007209985080000000000
6577	Wibaux County	Wibaux County	Montana	0.0006303730470000000000
6578	Yellowstone County	Yellowstone County	Montana	0.0730908895500000000000
6832	Adams County	Adams County	Nebraska	0.0071304102640000000000
6834	Antelope County	Antelope County	Nebraska	0.0024063398000000000000
6833	Arthur County	Arthur County	Nebraska	0.0001108312780000000000
6836	Banner County	Banner County	Nebraska	0.0001836746060000000000
6873	Beatrice City	Gage County	Nebraska	0.0092482053820000000000
6920	Bellevue City	Sarpy County	Nebraska	0.0247878800230000000000
6840	Blaine County	Blaine County	Nebraska	0.0001236409970000000000
6838	Boone County	Boone County	Nebraska	0.0025334075070000000000
6837	Box Butte County	Box Butte County	Nebraska	0.0074925336200000000000
6839	Boyd County	Boyd County	Nebraska	0.0009028474330000000000
6844	Brown County	Brown County	Nebraska	0.0013751353540000000000
6842	Buffalo County	Buffalo County	Nebraska	0.0096303203320000000000
6841	Burt County	Burt County	Nebraska	0.0033656617700000000000
6846	Butler County	Butler County	Nebraska	0.0028998056720000000000
6851	Cass County	Cass County	Nebraska	0.0123563393440000000000
6845	Cedar County	Cedar County	Nebraska	0.0035025880090000000000
6848	Chase County	Chase County	Nebraska	0.0017078988140000000000
6847	Cherry County	Cherry County	Nebraska	0.0030821615580000000000
6850	Cheyenne County	Cheyenne County	Nebraska	0.0074082630230000000000
6852	Clay County	Clay County	Nebraska	0.0017729719910000000000
6849	Colfax County	Colfax County	Nebraska	0.0026704759130000000000
6911	Columbus City	Platte County	Nebraska	0.0072912940610000000000
6853	Cuming County	Cuming County	Nebraska	0.0040198839780000000000
6857	Custer County	Custer County	Nebraska	0.0048481379610000000000
6854	Dakota County	Dakota County	Nebraska	0.0039409176730000000000
6856	Dawes County	Dawes County	Nebraska	0.0065772931640000000000
6858	Dawson County	Dawson County	Nebraska	0.0075403163730000000000
6861	Deuel County	Deuel County	Nebraska	0.0015000558520000000000
6860	Dixon County	Dixon County	Nebraska	0.0021445714990000000000
6865	Dodge County	Dodge County	Nebraska	0.0183179963300000000000
6866	Douglas County	Douglas County	Nebraska	0.1491191114550000000000
6867	Dundy County	Dundy County	Nebraska	0.0015136303300000000000
6868	Fillmore County	Fillmore County	Nebraska	0.0035414436670000000000
6863	Franklin County	Franklin County	Nebraska	0.0016301629870000000000
6864	Fremont City	Dodge County	Nebraska	0.0014769463930000000000
6862	Frontier County	Frontier County	Nebraska	0.0007326492600000000000
6871	Furnas County	Furnas County	Nebraska	0.0023154265810000000000
6870	Gage County	Gage County	Nebraska	0.0053906513800000000000
6872	Garden County	Garden County	Nebraska	0.0011321183640000000000
6876	Garfield County	Garfield County	Nebraska	0.0011044791770000000000
6874	Gosper County	Gosper County	Nebraska	0.0005285810720000000000
6879	Grand Island City	Hall County	Nebraska	0.0150528611960000000000
6881	Grant County	Grant County	Nebraska	0.0001670754060000000000
6875	Greeley County	Greeley County	Nebraska	0.0010069968720000000000
6878	Hall County	Hall County	Nebraska	0.0130232143970000000000
6877	Hamilton County	Hamilton County	Nebraska	0.0032855532280000000000
6880	Harlan County	Harlan County	Nebraska	0.0018311574310000000000
6835	Hastings City	Adams County	Nebraska	0.0077381586350000000000
6884	Hayes County	Hayes County	Nebraska	0.0004642089240000000000
6883	Hitchcock County	Hitchcock County	Nebraska	0.0014287273360000000000
6882	Holt County	Holt County	Nebraska	0.0043190862690000000000
6885	Hooker County	Hooker County	Nebraska	0.0001953911110000000000
6886	Howard County	Howard County	Nebraska	0.0031175905050000000000

BG Entity ID	Subdivision Name	County	State	Consolidated State Allocation
6890	Jefferson County	Jefferson County	Nebraska	0.0046215878090000000000
6887	Johnson County	Johnson County	Nebraska	0.0036742813850000000000
6843	Kearney City	Buffalo County	Nebraska	0.0131286629460000000000
6891	Kearney County	Kearney County	Nebraska	0.0032840874390000000000
6888	Keith County	Keith County	Nebraska	0.0055861209280000000000
6894	Keya Paha County	Keya Paha County	Nebraska	0.0002077007950000000000
6889	Kimball County	Kimball County	Nebraska	0.0020745175820000000000
6892	Knox County	Knox County	Nebraska	0.0042621803290000000000
6928	La Vista City	Sarpy County	Nebraska	0.0069485397060000000000
6896	Lancaster County	Lancaster County	Nebraska	0.0795305993400000000000
6859	Lexington City	Dawson County	Nebraska	0.0026722358400000000000
6895	Lincoln City	Lancaster County	Nebraska	0.0895849934370000000000
6893	Lincoln County	Lincoln County	Nebraska	0.0075884618950000000000
6897	Logan County	Logan County	Nebraska	0.0001922536370000000000
6898	Loup County	Loup County	Nebraska	0.0001630702240000000000
6899	Madison County	Madison County	Nebraska	0.0101980855150000000000
6900	Mcpherson County	Mcpherson County	Nebraska	0.0001336515010000000000
6904	Merrick County	Merrick County	Nebraska	0.0055711492930000000000
6903	Morrill County	Morrill County	Nebraska	0.0026408071730000000000
6907	Nance County	Nance County	Nebraska	0.0018202203920000000000
6905	Nemaha County	Nemaha County	Nebraska	0.0058621402250000000000
6901	Norfolk City	Madison County	Nebraska	0.0068559646070000000000
6902	North Platte City	Lincoln County	Nebraska	0.0126687141240000000000
6908	Nuckolls County	Nuckolls County	Nebraska	0.0026062410300000000000
6869	Omaha City	Douglas County	Nebraska	0.1678360327330000000000
6909	Otoe County	Otoe County	Nebraska	0.0081145378900000000000
6922	Papillion City	Sarpy County	Nebraska	0.0119434526350000000000
6912	Pawnee County	Pawnee County	Nebraska	0.0024493035880000000000
6906	Perkins County	Perkins County	Nebraska	0.0009387421000000000000
6910	Phelps County	Phelps County	Nebraska	0.0044531642700000000000
6913	Pierce County	Pierce County	Nebraska	0.0027916069310000000000
6917	Platte County	Platte County	Nebraska	0.0050546327900000000000
6914	Polk County	Polk County	Nebraska	0.0021260358900000000000
6919	Red Willow County	Red Willow County	Nebraska	0.0067822829850000000000
14709	Region 1 - Behavioral Health Authority		Nebraska	0.0000000000000000000000
14710	Region 2 - Human Services		Nebraska	0.0000000000000000000000
14711	Region 3 - Behavioral Health Services		Nebraska	0.0000000000000000000000
14712	Region 4 - Behavioral Health Systems		Nebraska	0.0000000000000000000000
14713	Region 5 - Systems		Nebraska	0.0000000000000000000000
14714	Region 6 - Behavioral Healthcare		Nebraska	0.0000000000000000000000
6918	Richardson County	Richardson County	Nebraska	0.0067806407130000000000
6915	Rock County	Rock County	Nebraska	0.0004206323480000000000
6916	Saline County	Saline County	Nebraska	0.0064314153180000000000
6921	Sarpy County	Sarpy County	Nebraska	0.0412050964070000000000
6923	Saunders County	Saunders County	Nebraska	0.0091473404870000000000
6925	Scotts Bluff County	Scotts Bluff County	Nebraska	0.0184289256540000000000
6926	Scottsbluff City	Scotts Bluff County	Nebraska	0.0051595371830000000000
6930	Seward County	Seward County	Nebraska	0.0076374506140000000000
6924	Sheridan County	Sheridan County	Nebraska	0.0018140925130000000000
6929	Sherman County	Sherman County	Nebraska	0.0011982602430000000000
6931	Sioux County	Sioux County	Nebraska	0.0003557307520000000000
6855	South Sioux City	Dakota County	Nebraska	0.0044313686280000000000
6933	Stanton County	Stanton County	Nebraska	0.0021620629180000000000
6934	Thayer County	Thayer County	Nebraska	0.0020595753610000000000
6927	Thomas County	Thomas County	Nebraska	0.0001735709580000000000
6936	Thurston County	Thurston County	Nebraska	0.0025641596570000000000

BG Entity ID	Subdivision Name	County	State	Consolidated State Allocation
6932	Valley County	Valley County	Nebraska	0.0031039571990000000000
6935	Washington County	Washington County	Nebraska	0.0078785557060000000000
6937	Wayne County	Wayne County	Nebraska	0.0035100346080000000000
6942	Webster County	Webster County	Nebraska	0.0016523557150000000000
6938	Wheeler County	Wheeler County	Nebraska	0.0002101568490000000000
6939	York County	York County	Nebraska	0.0083219396450000000000
7297	Boulder City	Clark County	Nevada	0.0014786604520000000000
7296	Carson City	Carson City	Nevada	0.0181460075370000000000
13500	Central Lyon County Fire Protection District	Lyon County	Nevada	0.0001509226180000000000
7305	Churchill County	Churchill County	Nevada	0.0070130519880000000000
7300	Clark County	Clark County	Nevada	0.6692480268340000000000
7301	Douglas County	Douglas County	Nevada	0.0166014624720000000000
7313	Elko County	Elko County	Nevada	0.0108257452250000000000
7327	Ely City	White Pine County	Nevada	0.0000661728070000000000
7304	Esmeralda County	Esmeralda County	Nevada	0.0004972914480000000000
7306	Eureka County	Eureka County	Nevada	0.0010335736230000000000
7314	Fernley City	Lyon County	Nevada	0.0001445069910000000000
7303	Henderson City	Clark County	Nevada	0.0230206439740000000000
7309	Humboldt County	Humboldt County	Nevada	0.0101927247310000000000
7310	Lander County	Lander County	Nevada	0.0036274387910000000000
7307	Las Vegas City	Clark County	Nevada	0.0472069707730000000000
7311	Lincoln County	Lincoln County	Nevada	0.0023732842190000000000
7312	Lyon County	Lyon County	Nevada	0.0157213968720000000000
7302	Mesquite City	Clark County	Nevada	0.0014650695440000000000
7316	Mineral County	Mineral County	Nevada	0.0059929302530000000000
7299	North Las Vegas City	Clark County	Nevada	0.0242588668920000000000
13504	North Lyon County Fire Protection District	Lyon County	Nevada	0.0000518291500000000000
7317	Nye County	Nye County	Nevada	0.0160168415760000000000
7315	Pershing County	Pershing County	Nevada	0.0036244987910000000000
7321	Reno City	Washoe County	Nevada	0.0135628633830000000000
7322	Sparks City	Washoe County	Nevada	0.0042532292180000000000
7320	Storey County	Storey County	Nevada	0.0012639086200000000000
7318	Washoe County	Washoe County	Nevada	0.0911394888280000000000
7319	West Wendover City	Elko County	Nevada	0.0005640157940000000000
7325	White Pine County	White Pine County	Nevada	0.0104585765940000000000
6940	Belknap County	Belknap County	New Hampshire	0.0286890500000000000000
6943	Belmont Town	Belknap County	New Hampshire	0.0053095100000000000000
6952	Berlin City	Coos County	New Hampshire	0.0068419600000000000000
6941	Carroll County	Carroll County	New Hampshire	0.0363745500000000000000
6945	Cheshire County	Cheshire County	New Hampshire	0.0387730500000000000000
6983	Claremont City	Sullivan County	New Hampshire	0.0094001700000000000000
6962	Concord City	Merrimack County	New Hampshire	0.0319173000000000000000
6948	Coos County	Coos County	New Hampshire	0.0158566500000000000000
6969	Derry Town	Rockingham County	New Hampshire	0.0249120000000000000000
6977	Dover City	Strafford County	New Hampshire	0.0237679200000000000000
6967	Franklin City	Merrimack County	New Hampshire	0.0063454200000000000000
6950	Grafton County	Grafton County	New Hampshire	0.0661459800000000000000
6954	Hillsborough County	Hillsborough County	New Hampshire	0.1567669400000000000000
6947	Keene City	Cheshire County	New Hampshire	0.0167306800000000000000
6944	Laconia City	Belknap County	New Hampshire	0.0122472900000000000000
6970	Londonderry Town	Rockingham County	New Hampshire	0.0187480600000000000000
6949	Manchester City	Hillsborough County	New Hampshire	0.0839648400000000000000
6964	Merrimack County	Merrimack County	New Hampshire	0.0733922800000000000000
6955	Nashua City	Hillsborough County	New Hampshire	0.0662940700000000000000
6979	Rochester City	Strafford County	New Hampshire	0.0235871600000000000000
6971	Rockingham County	Rockingham County	New Hampshire	0.1844120900000000000000

BG Entity ID	Subdivision Name	County	State	Consolidated State Allocation
6976	Strafford County	Strafford County	New Hampshire	0.0476621500000000000000
6980	Sullivan County	Sullivan County	New Hampshire	0.0218608800000000000000
7155	Aberdeen Township	Monmouth County	New Jersey	0.0007973968940000000000
7145	Asbury Park City	Monmouth County	New Jersey	0.0039163496710000000000
6987	Atlantic City	Atlantic County	New Jersey	0.0128476909150000000000
6982	Atlantic County	Atlantic County	New Jersey	0.0289157640450000000000
7190	Barnegat Township	Ocean County	New Jersey	0.0016266388140000000000
7095	Bayonne City	Hudson County	New Jersey	0.0085023400580000000000
2258	Beachwood Borough	Ocean County	New Jersey	0.0004923292280000000000
7080	Belleville Township	Essex County	New Jersey	0.0008720902230000000000
2506	Bellmawr Borough	Camden County	New Jersey	0.0006409899920000000000
6991	Bergen County	Bergen County	New Jersey	0.0494463610900000000000
2562	Bergenfield Borough	Bergen County	New Jersey	0.0006180760730000000000
7232	Berkeley Heights Township	Union County	New Jersey	0.0002726730620000000000
7184	Berkeley Township	Ocean County	New Jersey	0.0026197317880000000000
7214	Bernards Township	Somerset County	New Jersey	0.0009105770730000000000
7083	Bloomfield Township	Essex County	New Jersey	0.0011738749590000000000
7030	Bordentown Township	Burlington County	New Jersey	0.0005458914820000000000
2568	Bound Brook Borough	Somerset County	New Jersey	0.0005271050230000000000
7216	Branchburg Township	Somerset County	New Jersey	0.0005610245630000000000
7182	Brick Township	Ocean County	New Jersey	0.0059081931740000000000
7062	Bridgeton City	Cumberland County	New Jersey	0.0020796141540000000000
7215	Bridgewater Township	Somerset County	New Jersey	0.0018280576290000000000
7026	Burlington County	Burlington County	New Jersey	0.0449409166590000000000
7033	Burlington Township	Burlington County	New Jersey	0.0011579006300000000000
7045	Camden City	Camden County	New Jersey	0.0166038288430000000000
7044	Camden County	Camden County	New Jersey	0.0687412181720000000000
7056	Cape May County	Cape May County	New Jersey	0.0128427775400000000000
5284	Carteret Borough	Middlesex County	New Jersey	0.0017948471000000000000
7071	Cedar Grove Township	Essex County	New Jersey	0.0001879110210000000000
7160	Chatham Township	Morris County	New Jersey	0.0004985410510000000000
7049	Cherry Hill Township	Camden County	New Jersey	0.0034400449470000000000
7034	Cinnaminson Township	Burlington County	New Jersey	0.0007016489260000000000
7240	Clark Township	Union County	New Jersey	0.0004298987040000000000
5320	Cliffside Park Borough	Bergen County	New Jersey	0.0011424491500000000000
7191	Clifton City	Passaic County	New Jersey	0.0035352588120000000000
7108	Clinton Town	Hunterdon County	New Jersey	0.0002941933430000000000
7111	Clinton Township	Hunterdon County	New Jersey	0.0007997785540000000000
5439	Collingswood Borough	Camden County	New Jersey	0.0011289305710000000000
7237	Cranford Township	Union County	New Jersey	0.0006844413300000000000
7064	Cumberland County	Cumberland County	New Jersey	0.0098628280590000000000
7032	Delran Township	Burlington County	New Jersey	0.0008374860540000000000
7165	Denville Township	Morris County	New Jersey	0.0007956543770000000000
7063	Deptford Township	Camden County	New Jersey	0.0022000954630000000000
7161	Dover Town	Morris County	New Jersey	0.0011865302510000000000
5503	Dumont Borough	Bergen County	New Jersey	0.0004038261200000000000
7133	East Brunswick Township	Middlesex County	New Jersey	0.0009729278810000000000
7087	East Greenwich Township	Gloucester County	New Jersey	0.0002121041620000000000
7173	East Hanover Township	Morris County	New Jersey	0.0008901564170000000000
7068	East Orange City	Essex County	New Jersey	0.0128448445530000000000
7119	East Windsor Township	Mercer County	New Jersey	0.0004224634620000000000
5595	Eatontown Borough	Monmouth County	New Jersey	0.0009747941940000000000
5604	Edgewater Borough	Bergen County	New Jersey	0.0005469489040000000000
7139	Edison Township	Middlesex County	New Jersey	0.0240181326310000000000
6988	Egg Harbor Township	Atlantic County	New Jersey	0.0015728913360000000000
7223	Elizabeth City	Union County	New Jersey	0.0076463081010000000000

BG Entity ID	Subdivision Name	County	State	Consolidated State Allocation
6992	Elmwood Park Borough	Bergen County	New Jersey	0.0004624353910000000000
6996	Englewood City	Bergen County	New Jersey	0.0064298127360000000000
7067	Essex County	Essex County	New Jersey	0.0148984986640000000000
7031	Evesham Township	Burlington County	New Jersey	0.0017451159470000000000
7118	Ewing Township	Mercer County	New Jersey	0.0008397969070000000000
7000	Fair Lawn Borough	Bergen County	New Jersey	0.0006993329160000000000
6997	Fairview Borough	Bergen County	New Jersey	0.0003470254840000000000
7037	Florence Township	Burlington County	New Jersey	0.0006760072820000000000
7001	Florham Park Borough	Morris County	New Jersey	0.0006749751820000000000
7002	Fort Lee Borough	Bergen County	New Jersey	0.0018483666820000000000
7007	Franklin Lakes Borough	Bergen County	New Jersey	0.0002730763360000000000
7085	Franklin Township	Gloucester County	New Jersey	0.0008709638700000000000
7212	Franklin Township	Somerset County	New Jersey	0.0032360222030000000000
7008	Freehold Borough	Monmouth County	New Jersey	0.0008166757230000000000
7147	Freehold Township	Monmouth County	New Jersey	0.0015128185560000000000
6986	Galloway Township	Atlantic County	New Jersey	0.0008465156340000000000
6999	Garfield City	Bergen County	New Jersey	0.0009891962240000000000
7009	Glassboro Borough	Gloucester County	New Jersey	0.0019481867770000000000
7010	Glen Rock Borough	Bergen County	New Jersey	0.0002531780600000000000
7086	Gloucester City	Gloucester County	New Jersey	0.0013252756400000000000
7084	Gloucester County	Gloucester County	New Jersey	0.0470220294910000000000
7052	Gloucester Township	Camden County	New Jersey	0.0032595025810000000000
7100	Guttenberg Town	Hudson County	New Jersey	0.0003821867330000000000
7003	Hackensack City	Bergen County	New Jersey	0.0025541397850000000000
7054	Haddon Township	Camden County	New Jersey	0.0008310571210000000000
7011	Haddonfield Borough	Camden County	New Jersey	0.0007104792140000000000
6990	Hamilton Township	Atlantic County	New Jersey	0.0009396085610000000000
7117	Hamilton Township	Mercer County	New Jersey	0.0013942621760000000000
6984	Hammonton Town	Atlantic County	New Jersey	0.0004634515470000000000
7168	Hanover Township	Morris County	New Jersey	0.0007116519900000000000
7102	Harrison Town	Hudson County	New Jersey	0.0020591906840000000000
7089	Harrison Township	Gloucester County	New Jersey	0.0004784875610000000000
7012	Hasbrouck Heights Borough	Bergen County	New Jersey	0.0003608455810000000000
7015	Hawthorne Borough	Passaic County	New Jersey	0.0003801225340000000000
7157	Hazlet Township	Monmouth County	New Jersey	0.0008105192340000000000
7014	Highland Park Borough	Middlesex County	New Jersey	0.0006062465540000000000
7022	Hillsborough Township	Somerset County	New Jersey	0.0014051130530000000000
7020	Hillsdale Borough	Bergen County	New Jersey	0.0002470276670000000000
7236	Hillside Township	Union County	New Jersey	0.0010856039670000000000
7101	Hoboken City	Hudson County	New Jersey	0.0018036333090000000000
7150	Holmdel Township	Monmouth County	New Jersey	0.0010588758280000000000
7018	Hopatcong Borough	Sussex County	New Jersey	0.0006775584790000000000
7115	Hopewell Township	Mercer County	New Jersey	0.0002758781510000000000
7152	Howell Township	Monmouth County	New Jersey	0.0020675290720000000000
7098	Hudson County	Hudson County	New Jersey	0.0093632802310000000000
7109	Hunterdon County	Hunterdon County	New Jersey	0.0080376453960000000000
7081	Irvington Township	Essex County	New Jersey	0.0092440406300000000000
7186	Jackson Township	Ocean County	New Jersey	0.0026700973940000000000
7169	Jefferson Township	Morris County	New Jersey	0.0008661982060000000000
7096	Jersey City	Hudson County	New Jersey	0.0099161028630000000000
7097	Kearny Town	Hudson County	New Jersey	0.0010718579600000000000
7188	Lacey Township	Ocean County	New Jersey	0.0015022912360000000000
7192	Lakewood Township	Ocean County	New Jersey	0.0077300286650000000000
7123	Lawrence Township	Mercer County	New Jersey	0.0006445031630000000000
7090	Lincoln Park Borough	Morris County	New Jersey	0.0005952615650000000000
7228	Linden City	Union County	New Jersey	0.0024952618210000000000

BG Entity ID	Subdivision Name	County	State	Consolidated State Allocation
7124	Lindenwold Borough	Camden County	New Jersey	0.0010044559140000000000
7189	Little Egg Harbor Township	Ocean County	New Jersey	0.0014659028160000000000
7208	Little Falls Township	Passaic County	New Jersey	0.0003483201800000000000
7125	Little Ferry Borough	Bergen County	New Jersey	0.0002589669140000000000
7075	Livingston Township	Essex County	New Jersey	0.0004842857930000000000
7127	Lodi Borough	Bergen County	New Jersey	0.0010783403510000000000
7146	Long Branch City	Monmouth County	New Jersey	0.0052431844800000000000
7057	Lower Township	Cape May County	New Jersey	0.0007103291590000000000
7036	Lumberton Township	Burlington County	New Jersey	0.0004619735020000000000
7025	Lyndhurst Township	Bergen County	New Jersey	0.0006453547270000000000
7134	Madison Borough	Morris County	New Jersey	0.0014249306740000000000
7024	Mahwah Township	Bergen County	New Jersey	0.0006109850200000000000
7149	Manalapan Township	Monmouth County	New Jersey	0.0013184106080000000000
7194	Manchester Township	Ocean County	New Jersey	0.0021368011820000000000
7091	Mantua Township	Gloucester County	New Jersey	0.0008539841700000000000
7129	Manville Borough	Somerset County	New Jersey	0.0005745323580000000000
7035	Maple Shade Township	Burlington County	New Jersey	0.0010580889760000000000
7079	Maplewood Township	Essex County	New Jersey	0.0005893071820000000000
7151	Marlboro Township	Monmouth County	New Jersey	0.0015881514950000000000
7038	Medford Township	Burlington County	New Jersey	0.0011307757830000000000
7110	Mercer County	Mercer County	New Jersey	0.0111172048950000000000
7142	Metuchen Borough	Middlesex County	New Jersey	0.0003394683220000000000
7059	Middle Township	Cape May County	New Jersey	0.0006951609080000000000
7164	Middlesex Borough	Middlesex County	New Jersey	0.0003176061960000000000
7120	Middlesex County	Middlesex County	New Jersey	0.0223872997700000000000
7153	Middletown Township	Monmouth County	New Jersey	0.0032929480410000000000
7074	Millburn Township	Essex County	New Jersey	0.0006275328420000000000
7154	Millstone Township	Monmouth County	New Jersey	0.0000660989090000000000
7069	Millville City	Cumberland County	New Jersey	0.0023979814120000000000
7144	Monmouth County	Monmouth County	New Jersey	0.0446179356680000000000
7094	Monroe Township	Gloucester County	New Jersey	0.0022716320020000000000
7136	Monroe Township	Middlesex County	New Jersey	0.0010242167960000000000
7076	Montclair Township	Essex County	New Jersey	0.0058436665640000000000
7221	Montgomery Township	Somerset County	New Jersey	0.0008056663500000000000
7170	Montville Township	Morris County	New Jersey	0.0009027273030000000000
7042	Moorestown Township	Burlington County	New Jersey	0.0010008719360000000000
7158	Morris County	Morris County	New Jersey	0.0235757662040000000000
7172	Morris Township	Morris County	New Jersey	0.0011257470530000000000
7166	Morristown Town	Morris County	New Jersey	0.0023698071150000000000
7039	Mount Laurel Township	Burlington County	New Jersey	0.0017258314910000000000
7174	Mount Olive Township	Morris County	New Jersey	0.0010688090230000000000
7156	Neptune Township	Monmouth County	New Jersey	0.0024503511950000000000
7126	New Brunswick City	Middlesex County	New Jersey	0.0183273311940000000000
7197	New Milford Borough	Bergen County	New Jersey	0.0003684430700000000000
7196	New Providence Borough	Union County	New Jersey	0.0002584121780000000000
7070	Newark City	Essex County	New Jersey	0.0177604005460000000000
7198	North Arlington Borough	Bergen County	New Jersey	0.0004088909560000000000
7103	North Bergen Township	Hudson County	New Jersey	0.0011106350740000000000
7131	North Brunswick Township	Middlesex County	New Jersey	0.0012171973430000000000
7195	North Plainfield Borough	Somerset County	New Jersey	0.0014549417420000000000
7072	Nutley Township	Essex County	New Jersey	0.0005740610900000000000
7210	Oakland Borough	Bergen County	New Jersey	0.0003352311340000000000
7060	Ocean City	Cape May County	New Jersey	0.0019104281640000000000
7183	Ocean County	Ocean County	New Jersey	0.0494972936240000000000
7159	Ocean Township	Monmouth County	New Jersey	0.0013872630320000000000
7132	Old Bridge Township	Middlesex County	New Jersey	0.0012639667790000000000

BG Entity ID	Subdivision Name	County	State	Consolidated State Allocation
7088	Orange City Township	Essex County	New Jersey	0.005609302630000000000
7211	Palisades Park Borough	Bergen County	New Jersey	0.000366345109000000000
7213	Paramus Borough	Bergen County	New Jersey	0.001129786350000000000
7171	Parsippany-Troy Hills Township	Morris County	New Jersey	0.002342890939000000000
7201	Passaic City	Passaic County	New Jersey	0.004984612868000000000
7193	Passaic County	Passaic County	New Jersey	0.021805505203000000000
7203	Paterson City	Passaic County	New Jersey	0.009805526614000000000
7041	Pemberton Township	Burlington County	New Jersey	0.001182059071000000000
7053	Pennsauken Township	Camden County	New Jersey	0.003221185950000000000
7206	Pennsville Township	Salem County	New Jersey	0.000340920576000000000
7175	Pequannock Township	Morris County	New Jersey	0.000769477223000000000
7128	Perth Amboy City	Middlesex County	New Jersey	0.003436749356000000000
7239	Phillipsburg Town	Warren County	New Jersey	0.001544595119000000000
7222	Pine Hill Borough	Camden County	New Jersey	0.000482528270000000000
7138	Piscataway Township	Middlesex County	New Jersey	0.001067019613000000000
7230	Plainfield City	Union County	New Jersey	0.003012229667000000000
7137	Plainsboro Township	Middlesex County	New Jersey	0.000503298743000000000
6985	Pleasantville City	Atlantic County	New Jersey	0.001421175070000000000
7234	Point Pleasant Borough	Ocean County	New Jersey	0.001109970141000000000
7231	Pompton Lakes Borough	Passaic County	New Jersey	0.000290573727000000000
7114	Princeton	Mercer County	New Jersey	0.000503970240000000000
7229	Rahway City	Union County	New Jersey	0.001444485698000000000
9753	Ramsey Borough	Bergen County	New Jersey	0.000402523452000000000
7178	Randolph Township	Morris County	New Jersey	0.000853331898000000000
7113	Raritan Township	Hunterdon County	New Jersey	0.001071670391000000000
7112	Readington Township	Hunterdon County	New Jersey	0.000850076166000000000
9756	Red Bank Borough	Monmouth County	New Jersey	0.001420636747000000000
9758	Ridgefield Borough	Bergen County	New Jersey	0.000201153405000000000
7016	Ridgefield Park Village	Bergen County	New Jersey	0.000392827532000000000
7023	Ridgewood Village	Bergen County	New Jersey	0.000849185213000000000
9760	Ringwood Borough	Passaic County	New Jersey	0.000309822545000000000
9761	River Edge Borough	Bergen County	New Jersey	0.000266057498000000000
7122	Robbinsville Township	Mercer County	New Jersey	0.000338593312000000000
7176	Rockaway Township	Morris County	New Jersey	0.001290497970000000000
9763	Roselle Borough	Union County	New Jersey	0.000912325687000000000
9759	Roselle Park Borough	Union County	New Jersey	0.000316673040000000000
7177	Roxbury Township	Morris County	New Jersey	0.001057717120000000000
9790	Rutherford Borough	Bergen County	New Jersey	0.000459830524000000000
7028	Saddle Brook Township	Bergen County	New Jersey	0.000390656888000000000
7202	Salem County	Salem County	New Jersey	0.009344056735000000000
9799	Sayreville Borough	Middlesex County	New Jersey	0.001477057086000000000
7238	Scotch Plains Township	Union County	New Jersey	0.000484433504000000000
7104	Secaucus Town	Hudson County	New Jersey	0.000516659295000000000
6989	Somers Point City	Atlantic County	New Jersey	0.000439926621000000000
7205	Somerset County	Somerset County	New Jersey	0.014647125488000000000
9836	Somerville Borough	Somerset County	New Jersey	0.000756287358000000000
7140	South Brunswick Township	Middlesex County	New Jersey	0.001037777110000000000
7073	South Orange Village Township	Essex County	New Jersey	0.000488891085000000000
9840	South Plainfield Borough	Middlesex County	New Jersey	0.000899775902000000000
9857	South River Borough	Middlesex County	New Jersey	0.000421568288000000000
7040	Southampton Township	Burlington County	New Jersey	0.000127996268000000000
7219	Sparta Township	Sussex County	New Jersey	0.001069549921000000000
7243	Springfield Township	Union County	New Jersey	0.000573437423000000000
7187	Stafford Township	Ocean County	New Jersey	0.002155115906000000000
7233	Summit City	Union County	New Jersey	0.005428090174000000000
7217	Sussex County	Sussex County	New Jersey	0.012735318221000000000

BG Entity ID	Subdivision Name	County	State	Consolidated State Allocation
7027	Teaneck Township	Bergen County	New Jersey	0.0017234779660000000000
9911	Tenafly Borough	Bergen County	New Jersey	0.0004507137240000000000
9907	Tinton Falls Borough	Monmouth County	New Jersey	0.0008816403070000000000
7185	Toms River Township	Ocean County	New Jersey	0.0056209408290000000000
9918	Totowa Borough	Passaic County	New Jersey	0.0003425458630000000000
7116	Trenton City	Mercer County	New Jersey	0.0193529069290000000000
7107	Union City	Hudson County	New Jersey	0.0098418756440000000000
7225	Union County	Union County	New Jersey	0.0174004745230000000000
7241	Union Township	Union County	New Jersey	0.0022472405060000000000
7065	Upper Township	Cape May County	New Jersey	0.0001739305520000000000
7224	Vernon Township	Sussex County	New Jersey	0.0007836161870000000000
7082	Verona Township	Essex County	New Jersey	0.0002343189170000000000
7066	Vineland City	Cumberland County	New Jersey	0.0050001698560000000000
7055	Voorhees Township	Camden County	New Jersey	0.0014060218250000000000
9925	Waldwick Borough	Bergen County	New Jersey	0.0004217703940000000000
7163	Wall Township	Monmouth County	New Jersey	0.0016508478990000000000
9924	Wallington Borough	Bergen County	New Jersey	0.0002359568650000000000
9928	Wanaque Borough	Passaic County	New Jersey	0.0003112452570000000000
7220	Wantage Township	Sussex County	New Jersey	0.0000914033970000000000
7242	Warren County	Warren County	New Jersey	0.0103824720490000000000
7226	Warren Township	Somerset County	New Jersey	0.0007363262460000000000
7092	Washington Township	Gloucester County	New Jersey	0.0024703751430000000000
7179	Washington Township	Morris County	New Jersey	0.0005242741350000000000
7058	Waterford Township	Camden County	New Jersey	0.0006485668490000000000
7207	Wayne Township	Passaic County	New Jersey	0.0017244448860000000000
7106	Weehawken Township	Hudson County	New Jersey	0.0002824515130000000000
7078	West Caldwell Township	Essex County	New Jersey	0.0002467481890000000000
7093	West Deptford Township	Gloucester County	New Jersey	0.0014020598950000000000
7204	West Milford Township	Passaic County	New Jersey	0.0006447526300000000000
7105	West New York Town	Hudson County	New Jersey	0.0061573314630000000000
7077	West Orange Township	Essex County	New Jersey	0.0010511939330000000000
7121	West Windsor Township	Mercer County	New Jersey	0.0004586052280000000000
7235	Westfield Town	Union County	New Jersey	0.0008877456840000000000
9967	Westwood Borough	Bergen County	New Jersey	0.0003483281520000000000
7043	Willingboro Township	Burlington County	New Jersey	0.0020918080260000000000
7061	Winslow Township	Camden County	New Jersey	0.0018179786000000000000
7141	Woodbridge Township	Middlesex County	New Jersey	0.0036880296850000000000
9983	Woodland Park Borough	Passaic County	New Jersey	0.0002924986550000000000
7099	Woolwich Township	Gloucester County	New Jersey	0.0005992919580000000000
7029	Wyckoff Township	Bergen County	New Jersey	0.0002966650360000000000
7323	Albany City	Albany County	New York	
7328	Albany County	Albany County	New York	
7326	Allegany County	Allegany County	New York	
7349	Amherst Town	Erie County	New York	
7370	Amsterdam City	Montgomery County	New York	
7329	Auburn City	Cayuga County	New York	
7324	Broome County	Broome County	New York	
7346	Buffalo City	Erie County	New York	
7330	Cattaraugus County	Cattaraugus County	New York	
7333	Cayuga County	Cayuga County	New York	
7335	Chautauqua County	Chautauqua County	New York	
7352	Cheektowaga Town	Erie County	New York	
7338	Chemung County	Chemung County	New York	
7331	Chenango County	Chenango County	New York	
7334	Clinton County	Clinton County	New York	
7332	Columbia County	Columbia County	New York	

BG Entity ID	Subdivision Name	County	State	Consolidated State Allocation
7337	Cortland County	Cortland County	New York	Allocations in New York will be made in accordance with the New York Agreement.
7341	Delaware County	Delaware County	New York	
7339	Dutchess County	Dutchess County	New York	
7350	Erie County	Erie County	New York	
7355	Essex County	Essex County	New York	
7354	Franklin County	Franklin County	New York	
7353	Fulton County	Fulton County	New York	
7356	Genesee County	Genesee County	New York	
7394	Geneva City	Ontario County, Seneca County	New York	
7357	Greene County	Greene County	New York	
7359	Hamilton County	Hamilton County	New York	
7362	Herkimer County	Herkimer County	New York	
7361	Herkimer Village	Herkimer County	New York	
7453	Ithaca City	Tompkins County	New York	
7363	Jefferson County	Jefferson County	New York	
7345	Lackawanna City	Erie County	New York	
7351	Lancaster Town	Erie County	New York	
7360	Lewis County	Lewis County	New York	
7364	Livingston County	Livingston County	New York	
7368	Madison County	Madison County	New York	
7365	Monroe County	Monroe County	New York	
7373	Montgomery County	Montgomery County	New York	
7459	Mount Vernon City	Westchester County	New York	
7369	Nassau County	Nassau County	New York	
7358	New York City	Kings County, New York County, Queens County, Richmond County, Bronx County	New York	
7389	Niagara County	Niagara County	New York	
7425	Ogdensburg City	St Lawrence County	New York	
7388	Oneida County	Oneida County	New York	
7399	Onondaga County	Onondaga County	New York	
7396	Ontario County	Ontario County	New York	
7395	Orange County	Orange County	New York	
7401	Orleans County	Orleans County	New York	
7404	Oswego County	Oswego County	New York	
7405	Otsego County	Otsego County	New York	
7336	Plattsburgh City	Clinton County	New York	
7343	Poughkeepsie City	Dutchess County	New York	
7403	Putnam County	Putnam County	New York	
7407	Rensselaer County	Rensselaer County	New York	
7367	Rochester City	Monroe County	New York	
7402	Rockland County	Rockland County	New York	
7397	Rome City	Oneida County	New York	
7419	Saratoga County	Saratoga County	New York	
7415	Saratoga Springs City	Saratoga County	New York	
7410	Schenectady City	Schenectady County	New York	
7416	Schenectady County	Schenectady County	New York	
7418	Schoharie County	Schoharie County	New York	
7420	Schuyler County	Schuyler County	New York	
7421	Seneca County	Seneca County	New York	
7424	St Lawrence County	St Lawrence County	New York	
7422	Steuben County	Steuben County	New York	
7426	Suffolk County	Suffolk County	New York	
7449	Sullivan County	Sullivan County	New York	
7398	Syracuse City	Onondaga County	New York	
7450	Tioga County	Tioga County	New York	
7452	Tompkins County	Tompkins County	New York	

BG Entity ID	Subdivision Name	County	State	Consolidated State Allocation
7348	Tonawanda Town	Erie County	New York	
7411	Troy City	Rensselaer County	New York	
7454	Ulster County	Ulster County	New York	
7400	Utica City	Oneida County	New York	
7458	Warren County	Warren County	New York	
7457	Washington County	Washington County	New York	
7460	Wayne County	Wayne County	New York	
7456	Westchester County	Westchester County	New York	
7462	Wyoming County	Wyoming County	New York	
7463	Yates County	Yates County	New York	
7461	Yonkers City	Westchester County	New York	
9633	Ada City	Pontotoc County	Oklahoma	0.01278
9579	Altus City	Jackson County	Oklahoma	0.0010100
9546	Anadarko City	Caddo County	Oklahoma	0.0035600
9543	Atoka County	Atoka County	Oklahoma	0.0031500
9541	Beckham County	Beckham County	Oklahoma	0.0028000
9615	Bethany City	Oklahoma County	Oklahoma	0.0038700
9653	Broken Arrow City	Tulsa County, Wagoner County	Oklahoma	0.0314600
9547	Caddo County	Caddo County	Oklahoma	0.0047500
9558	Choctaw County	Choctaw County	Oklahoma	0.0032800
9552	Cimarron County	Cimarron County	Oklahoma	0.0005100
9559	Cleveland County	Cleveland County	Oklahoma	0.0041300
9562	Coal County	Coal County	Oklahoma	0.0016000
14109	Collinsville City	Tulsa County	Oklahoma	0.0019200
9557	Comanche County	Comanche County	Oklahoma	0.0344500
9565	Craig County	Craig County	Oklahoma	0.0016000
9566	Creek County	Creek County	Oklahoma	0.0126300
9569	Custer County	Custer County	Oklahoma	0.0030900
9572	Delaware County	Delaware County	Oklahoma	0.0037300
9576	Dewey County	Dewey County	Oklahoma	0.0001900
9617	Edmond City	Oklahoma County	Oklahoma	0.0227900
9549	El Reno City	Canadian County	Oklahoma	0.0031000
9537	Elk City	Beckham County	Oklahoma	0.0049800
9575	Enid City	Garfield County	Oklahoma	0.0115800
9587	Garvin County	Garvin County	Oklahoma	0.0012700
9577	Grady County	Grady County	Oklahoma	0.0157500
9584	Greer County	Greer County	Oklahoma	0.0006600
9602	Guthrie City	Logan County	Oklahoma	0.0033100
9578	Harmon County	Harmon County	Oklahoma	0.0004600
9586	Harper County	Harper County	Oklahoma	0.0006300
9580	Haskell County	Haskell County	Oklahoma	0.0024900
9582	Hughes County	Hughes County	Oklahoma	0.0019100
9581	Jackson County	Jackson County	Oklahoma	0.0077300
9585	Jefferson County	Jefferson County	Oklahoma	0.0021000
9649	Jenks City	Tulsa County	Oklahoma	0.0027700
9590	Johnston County	Johnston County	Oklahoma	0.0025200
9588	Kay County	Kay County	Oklahoma	0.0048600
9595	Kiowa County	Kiowa County	Oklahoma	0.0017200
9591	Latimer County	Latimer County	Oklahoma	0.0039600
9564	Lawton City	Comanche County	Oklahoma	0.0055200
9598	Le Flore County	Le Flore County	Oklahoma	0.0126100
9596	Lincoln County	Lincoln County	Oklahoma	0.0039800
9599	Logan County	Logan County	Oklahoma	0.0084500
9601	Love County	Love County	Oklahoma	0.0016000
9604	Major County	Major County	Oklahoma	0.0001800
9592	Mayes County	Mayes County	Oklahoma	0.0074200

BG Entity ID	Subdivision Name	County	State	Consolidated State Allocation
9593	Mcclain County	Mcclain County	Oklahoma	0.0031600
9603	Mccurtain County	Mccurtain County	Oklahoma	0.0069400
9622	Midwest City	Oklahoma County	Oklahoma	0.0213000
9609	Muskogee City	Muskogee County	Oklahoma	0.0330700
9608	Muskogee County	Muskogee County	Oklahoma	0.0017000
9551	Mustang City	Canadian County	Oklahoma	0.0024900
9606	Noble County	Noble County	Oklahoma	0.0004500
9607	Nowata County	Nowata County	Oklahoma	0.0012100
9610	Okfuskee County	Okfuskee County	Oklahoma	0.0022700
9554	Oklahoma City	Canadian County, Cleveland County, Oklahoma County, Pottawatomie County	Oklahoma	0.2243000
9614	Oklahoma County	Oklahoma County	Oklahoma	0.0446800
9627	Okmulgee County	Okmulgee County	Oklahoma	0.0033900
9621	Osage County	Osage County	Oklahoma	0.0071900
9624	Ottawa County	Ottawa County	Oklahoma	0.0028700
9642	Owasso City	Rogers County, Tulsa County	Oklahoma	0.0114800
9623	Pawnee County	Pawnee County	Oklahoma	0.0035100
9628	Payne County	Payne County	Oklahoma	0.0057000
9631	Pittsburg County	Pittsburg County	Oklahoma	0.0015500
9589	Ponca City	Kay County	Oklahoma	0.0069500
9634	Pottawatomie County	Pottawatomie County	Oklahoma	0.0078300
9635	Roger Mills County	Roger Mills County	Oklahoma	0.0008900
9636	Rogers County	Rogers County	Oklahoma	0.0140600
9643	Seminole City	Seminole County	Oklahoma	0.0038200
9639	Seminole County	Seminole County	Oklahoma	0.0048100
9637	Shawnee City	Pottawatomie County	Oklahoma	0.0177900
9646	Stephens County	Stephens County	Oklahoma	0.0066600
9629	Stillwater City	Payne County	Oklahoma	0.0138200
9644	Texas County	Texas County	Oklahoma	0.0049700
9647	Tillman County	Tillman County	Oklahoma	0.0014700
9616	Tulsa City	Osage County, Rogers County, Tulsa County, Wagoner County	Oklahoma	0.1826700
9652	Tulsa County	Tulsa County	Oklahoma	0.0791200
9655	Washington County	Washington County	Oklahoma	0.0056600
9663	Woods County	Woods County	Oklahoma	0.0004600
9658	Woodward County	Woodward County	Oklahoma	0.0022000
9550	Yukon City	Canadian County	Oklahoma	0.0046800
9661	Albany City	Benton County, Linn County	Oregon	0.0115744212340000000000
9693	Ashland City	Jackson County	Oregon	0.0057255932380000000000
9675	Astoria City	Clatsop County	Oregon	0.0018592830650000000000
9660	Baker County	Baker County	Oregon	0.0047716362050000000000
9744	Beaverton City	Washington County	Oregon	0.0097096760290000000000
9686	Bend City	Deschutes County	Oregon	0.0094435190430000000000
9664	Benton County	Benton County	Oregon	0.0102198853060000000000
9671	Canby City	Clackamas County	Oregon	0.0017168124370000000000
9695	Central Point City	Jackson County	Oregon	0.0017187300430000000000
9662	Clackamas County	Clackamas County	Oregon	0.0777131425770000000000
9679	Clatsop County	Clatsop County	Oregon	0.0114236920990000000000
9678	Columbia County	Columbia County	Oregon	0.0100966994130000000000
9687	Coos Bay City	Coos County	Oregon	0.0025389459290000000000
9681	Coos County	Coos County	Oregon	0.0156330024700000000000
9742	Cornelius City	Washington County	Oregon	0.0009497502650000000000
9666	Corvallis City	Benton County	Oregon	0.0066337114250000000000
9704	Cottage Grove City	Lane County	Oregon	0.0009102295750000000000
9685	Crook County	Crook County	Oregon	0.0035132299110000000000
9683	Curry County	Curry County	Oregon	0.0076129612950000000000

BG Entity ID	Subdivision Name	County	State	Consolidated State Allocation
9725	Dallas City	Polk County	Oregon	0.0016069646830000000000
9684	Deschutes County	Deschutes County	Oregon	0.0225697536000000000000
9688	Douglas County	Douglas County	Oregon	0.0256894810470000000000
9706	Eugene City	Lane County	Oregon	0.0276110399320000000000
9735	Forest Grove City	Washington County	Oregon	0.0025221694150000000000
9665	Gladstone City	Clackamas County	Oregon	0.0011813600320000000000
9699	Grants Pass City	Josephine County	Oregon	0.0082325818950000000000
9722	Gresham City	Multnomah County	Oregon	0.0098319427180000000000
9667	Happy Valley City	Clackamas County	Oregon	0.0001035060090000000000
9728	Hermiston City	Umatilla County	Oregon	0.0013163043140000000000
9743	Hillsboro City	Washington County	Oregon	0.0150835193640000000000
9694	Hood River County	Hood River County	Oregon	0.0035536874980000000000
9727	Independence City	Polk County	Oregon	0.0008089706010000000000
9692	Jackson County	Jackson County	Oregon	0.0407695106400000000000
9702	Jefferson County	Jefferson County	Oregon	0.0036746929150000000000
9701	Josephine County	Josephine County	Oregon	0.0165365237980000000000
9721	Keizer City	Marion County	Oregon	0.0019165584510000000000
9700	Klamath County	Klamath County	Oregon	0.0121696286010000000000
9703	Klamath Falls City	Klamath County	Oregon	0.0032092752140000000000
9739	La Grande City	Union County	Oregon	0.0027156486690000000000
9670	Lake Oswego City	Clackamas County, Multnomah County, Washington County	Oregon	0.0069341603420000000000
9705	Lane County	Lane County	Oregon	0.0633268082340000000000
9708	Lebanon City	Linn County	Oregon	0.0032693452820000000000
9709	Lincoln County	Lincoln County	Oregon	0.0151903432680000000000
9712	Linn County	Linn County	Oregon	0.0181853766890000000000
9714	Malheur County	Malheur County	Oregon	0.0050140270230000000000
9713	Marion County	Marion County	Oregon	0.0416364753080000000000
9747	Mcminnville City	Yamhill County	Oregon	0.0048035926350000000000
9696	Medford City	Jackson County	Oregon	0.0155407585980000000000
9677	Milwaukie City	Clackamas County, Multnomah County	Oregon	0.0021136471180000000000
9724	Monmouth City	Polk County	Oregon	0.0007069609300000000000
9723	Morrow County	Morrow County	Oregon	0.0013515449370000000000
9720	Multnomah County	Multnomah County	Oregon	0.1396438156620000000000
9748	Newberg City	Yamhill County	Oregon	0.0040932573610000000000
9711	Newport City	Lincoln County	Oregon	0.0019083926230000000000
9717	Ontario City	Malheur County	Oregon	0.0018697801820000000000
9674	Oregon City	Clackamas County	Oregon	0.0027650404750000000000
9733	Pendleton City	Umatilla County	Oregon	0.0035210494580000000000
9726	Polk County	Polk County	Oregon	0.0070742996810000000000
9673	Portland City	Clackamas County, Multnomah County, Washington County	Oregon	0.0827367028580000000000
9682	Prineville City	Crook County	Oregon	0.0009248618430000000000
9689	Redmond City	Deschutes County	Oregon	0.0015503110860000000000
9690	Roseburg City	Douglas County	Oregon	0.0063707998770000000000
9715	Salem City	Marion County, Polk County	Oregon	0.0304382214210000000000
9669	Sandy City	Clackamas County	Oregon	0.0007750156820000000000
9745	Sherwood City	Washington County	Oregon	0.0014042049280000000000
9718	Silverton City	Marion County	Oregon	0.0007756307310000000000
9710	Springfield City	Lane County	Oregon	0.0116672346590000000000
9680	St. Helens City	Columbia County	Oregon	0.0019644530770000000000
9737	The Dalles City	Wasco County	Oregon	0.0017234187380000000000
9738	Tigard City	Washington County	Oregon	0.0050498759560000000000
9731	Tillamook County	Tillamook County	Oregon	0.0090012288700000000000
9719	Troutdale City	Multnomah County	Oregon	0.0008999296100000000000
9676	Tualatin City	Clackamas County, Washington County	Oregon	0.0015515656180000000000

BG Entity ID	Subdivision Name	County	State	Consolidated State Allocation
9730	Umatilla County	Umatilla County	Oregon	0.0097386338840000000000
9732	Union County	Union County	Oregon	0.0041538413740000000000
9734	Wasco County	Wasco County	Oregon	0.0041162787310000000000
9736	Washington County	Washington County	Oregon	0.0721676222100000000000
9668	West Linn City	Clackamas County	Oregon	0.0016005049830000000000
9672	Wilsonville City	Clackamas County, Washington County	Oregon	0.0013833513960000000000
9716	Woodburn City	Marion County	Oregon	0.0020693492660000000000
9746	Yamhill County	Yamhill County	Oregon	0.0141202464440000000000
9749	Adams County	Adams County	Pennsylvania	
9781	Aliquippa City	Beaver County	Pennsylvania	
9752	Allegheny County	Allegheny County	Pennsylvania	
9950	Allentown City	Lehigh County	Pennsylvania	
9782	Armstrong County	Armstrong County	Pennsylvania	
9779	Beaver County	Beaver County	Pennsylvania	
9786	Bedford County	Bedford County	Pennsylvania	
9801	Bensalem Township	Bucks County	Pennsylvania	
9783	Berks County	Berks County	Pennsylvania	
9794	Blair County	Blair County	Pennsylvania	
9800	Bradford County	Bradford County	Pennsylvania	
9803	Bristol Township	Bucks County	Pennsylvania	
9796	Bucks County	Bucks County	Pennsylvania	
9821	Butler County	Butler County	Pennsylvania	
9823	Cambria County	Cambria County	Pennsylvania	
9822	Cameron County	Cameron County	Pennsylvania	
9827	Carbon County	Carbon County	Pennsylvania	
9829	Centre County	Centre County	Pennsylvania	
9833	Chester County	Chester County	Pennsylvania	
9850	Clarion County	Clarion County	Pennsylvania	
9851	Clearfield County	Clearfield County	Pennsylvania	
9853	Clinton County	Clinton County	Pennsylvania	
9832	Coatesville City	Chester County	Pennsylvania	
9855	Columbia County	Columbia County	Pennsylvania	
9860	Crawford County	Crawford County	Pennsylvania	
9861	Cumberland County	Cumberland County	Pennsylvania	
9869	Dauphin County	Dauphin County	Pennsylvania	
9877	Delaware County	Delaware County	Pennsylvania	
13581	District Attorney Of Allegheny County	Allegheny County	Pennsylvania	
13575	District Attorney Of Berks County	Berks County	Pennsylvania	
13579	District Attorney Of Bucks County	Bucks County	Pennsylvania	
13585	District Attorney Of Chester County	Chester County	Pennsylvania	
13582	District Attorney Of Clearfield County	Clearfield County	Pennsylvania	
13568	District Attorney Of Dauphin County	Dauphin County	Pennsylvania	
13584	District Attorney Of Delaware County	Delaware County	Pennsylvania	
13577	District Attorney Of Erie County	Erie County	Pennsylvania	
13572	District Attorney Of Lehigh County	Lehigh County	Pennsylvania	
13569	District Attorney Of Northampton County	Northampton County	Pennsylvania	
13578	District Attorney Of Philadelphia	Philadelphia County	Pennsylvania	
13580	District Attorney Of Westmoreland County	Westmoreland County	Pennsylvania	
5680	Edwardsville Borough	Luzerne County	Pennsylvania	
9892	Elk County	Elk County	Pennsylvania	
9896	Erie County	Erie County	Pennsylvania	
6998	Exeter Borough	Luzerne County	Pennsylvania	
9900	Fairview Township	Erie County	Pennsylvania	
10073	Fairview Township	York County	Pennsylvania	
12887	Fairview Township	Luzerne County	Pennsylvania	
9902	Fayette County	Fayette County	Pennsylvania	

BG Entity ID	Subdivision Name	County	State	Consolidated State Allocation
9904	Forest County	Forest County	Pennsylvania	Allocations in Pennsylvania will be made in accordance with the Pennsylvania Trust and Allocation Order.
7004	Forty Fort Borough	Luzerne County	Pennsylvania	
9905	Franklin County	Franklin County	Pennsylvania	
9916	Fulton County	Fulton County	Pennsylvania	
9912	Greene County	Greene County	Pennsylvania	
9974	Hanover Township	Luzerne County	Pennsylvania	
9964	Hazleton City	Luzerne County	Pennsylvania	
9919	Huntingdon County	Huntingdon County	Pennsylvania	
9913	Indiana County	Indiana County	Pennsylvania	
9917	Jefferson County	Jefferson County	Pennsylvania	
9922	Juniata County	Juniata County	Pennsylvania	
7048	Kingston Borough	Luzerne County	Pennsylvania	
9921	Lackawanna County	Lackawanna County	Pennsylvania	
9923	Lancaster County	Lancaster County	Pennsylvania	
9944	Lawrence County	Lawrence County	Pennsylvania	
9949	Lebanon County	Lebanon County	Pennsylvania	
9948	Lehigh County	Lehigh County	Pennsylvania	
9856	Lock Haven City	Clinton County	Pennsylvania	
9808	Lower Makefield Township	Bucks County	Pennsylvania	
9804	Lower Southampton Township	Bucks County	Pennsylvania	
9958	Luzerne County	Luzerne County	Pennsylvania	
9976	Lycoming County	Lycoming County	Pennsylvania	
12884	Mahoning Township	Carbon County	Pennsylvania	
13189	Mahoning Township	Lawrence County	Pennsylvania	
9978	Mckean County	Mckean County	Pennsylvania	
9981	Mercer County	Mercer County	Pennsylvania	
9805	Middletown Township	Bucks County	Pennsylvania	
9883	Middletown Township	Delaware County	Pennsylvania	
9980	Mifflin County	Mifflin County	Pennsylvania	
9985	Monroe County	Monroe County	Pennsylvania	
9988	Montgomery County	Montgomery County	Pennsylvania	
10024	Montour County	Montour County	Pennsylvania	
7167	Morrisville Borough	Bucks County	Pennsylvania	
7200	Municipality of Norristown	Montgomery County	Pennsylvania	
9961	Nanticoke City	Luzerne County	Pennsylvania	
9942	New Castle City	Lawrence County	Pennsylvania	
9811	Newtown Township	Bucks County	Pennsylvania	
9884	Newtown Township	Delaware County	Pennsylvania	
10023	Northampton County	Northampton County	Pennsylvania	
10033	Northumberland County	Northumberland County	Pennsylvania	
10032	Perry County	Perry County	Pennsylvania	
10034	Philadelphia City	Philadelphia	Pennsylvania	
10038	Pike County	Pike County	Pennsylvania	
9757	Pittsburgh City	Allegheny County	Pennsylvania	
9969	Plains Township	Luzerne County	Pennsylvania	
10037	Potter County	Potter County	Pennsylvania	
10041	Schuylkill County	Schuylkill County	Pennsylvania	
10043	Snyder County	Snyder County	Pennsylvania	
10046	Somerset County	Somerset County	Pennsylvania	
13142	Southeastern Pennsylvania Transportation Authority	Bucks County, Chester County, Delaware County, Montgomery County, Philadelphia County	Pennsylvania	
9880	Sugar Notch Borough	Luzerne County	Pennsylvania	
10045	Sullivan County	Sullivan County	Pennsylvania	
10044	Susquehanna County	Susquehanna County	Pennsylvania	
10047	Tioga County	Tioga County	Pennsylvania	

BG Entity ID	Subdivision Name	County	State	Consolidated State Allocation
10049	Union County	Union County	Pennsylvania	
9945	Union Township	Lawrence County	Pennsylvania	
10050	Venango County	Venango County	Pennsylvania	
12888	Wampum Borough	Lawrence County	Pennsylvania	
9814	Warminster Township	Bucks County	Pennsylvania	
10048	Warren County	Warren County	Pennsylvania	
9816	Warrington Township	Bucks County	Pennsylvania	
10052	Washington County	Washington County	Pennsylvania	
10056	Wayne County	Wayne County	Pennsylvania	
10019	West Norriton Township	Montgomery County	Pennsylvania	
9966	West Pittston Borough	Luzerne County	Pennsylvania	
10059	Westmoreland County	Westmoreland County	Pennsylvania	
9973	Wilkes Barre Township	Luzerne County	Pennsylvania	
9972	Wilkes-Barre City	Luzerne County	Pennsylvania	
9971	Wright Township	Luzerne County	Pennsylvania	
9994	Wyoming Borough	Luzerne County	Pennsylvania	
10071	Wyoming County	Wyoming County	Pennsylvania	
10070	York County	York County	Pennsylvania	
10166	Barrington Town	Bristol County	Rhode Island	0.0230005392020000000000
10168	Bristol Town	Bristol County	Rhode Island	0.0108218689600000000000
10182	Burrillville Town	Providence County	Rhode Island	0.0132720361090000000000
10174	Central Falls City	Providence County	Rhode Island	0.0091475846890000000000
10190	Charlestown Town	Washington County	Rhode Island	0.0058878601000000000000
10165	Coventry Town	Kent County	Rhode Island	0.0358869390360000000000
10177	Cranston City	Providence County	Rhode Island	0.0788695952620000000000
10185	Cumberland Town	Providence County	Rhode Island	0.0247420037540000000000
10167	East Greenwich Town	Kent County	Rhode Island	0.0174676714390000000000
10180	East Providence City	Providence County	Rhode Island	0.0432477285800000000000
10193	Exeter Town	Washington County	Rhode Island	0.0000718106400000000000
10184	Foster Town	Providence County	Rhode Island	0.0024890215330000000000
10183	Glocester Town	Providence County	Rhode Island	0.0085084691300000000000
10198	Hopkinton Town	Washington County	Rhode Island	0.0070980066140000000000
10171	Jamestown Town	Newport County	Rhode Island	0.0042202952870000000000
10187	Johnston Town	Providence County	Rhode Island	0.0308986851400000000000
10186	Lincoln Town	Providence County	Rhode Island	0.0211719735200000000000
10173	Little Compton Town	Newport County	Rhode Island	0.0026630177450000000000
10172	Middletown Town	Newport County	Rhode Island	0.0128774396010000000000
10194	Narragansett Town	Washington County	Rhode Island	0.0127601238000000000000
10201	New Shoreham Town	Washington County	Rhode Island	0.0021182693750000000000
10169	Newport City	Newport County	Rhode Island	0.0233393166950000000000
10196	North Kingstown Town	Washington County	Rhode Island	0.0265005245140000000000
10192	North Providence Town	Providence County	Rhode Island	0.0253062293980000000000
10188	North Smithfield Town	Providence County	Rhode Island	0.0112990135060000000000
10176	Pawtucket City	Providence County	Rhode Island	0.0596522173450000000000
10175	Portsmouth Town	Newport County	Rhode Island	0.0128074290200000000000
10178	Providence City	Providence County	Rhode Island	0.2148580802620000000000
10195	Richmond Town	Washington County	Rhode Island	0.0008187895420000000000
10191	Scituate Town	Providence County	Rhode Island	0.0102485886450000000000
10189	Smithfield Town	Providence County	Rhode Island	0.0177246735740000000000
10197	South Kingstown Town	Washington County	Rhode Island	0.0232827478940000000000
10179	Tiverton Town	Newport County	Rhode Island	0.0099077306390000000000
10161	Warren Town	Bristol County	Rhode Island	0.0013941160290000000000
10162	Warwick City	Kent County	Rhode Island	0.0994181844270000000000
10164	West Greenwich Town	Kent County	Rhode Island	0.0071047346590000000000
10170	West Warwick Town	Kent County	Rhode Island	0.0302399434950000000000
10204	Westerly Town	Washington County	Rhode Island	0.0201357545350000000000

BG Entity ID	Subdivision Name	County	State	Consolidated State Allocation
10181	Woonsocket City	Providence County	Rhode Island	0.0387409863060000000000
10303	Aberdeen City	Brown County	South Dakota	0.0178067892840000000000
10285	Aurora County	Aurora County	South Dakota	0.0012832521500000000000
10288	Beadle County	Beadle County	South Dakota	0.0087430327040000000000
10293	Bennett County	Bennett County	South Dakota	0.0018957033320000000000
10296	Bon Homme County	Bon Homme County	South Dakota	0.0060471624260000000000
10342	Box Elder City	Meade County, Pennington County	South Dakota	0.0022510761070000000000
10346	Brandon City	Minnehaha County	South Dakota	0.0040128959180000000000
10299	Brookings City	Brookings County	South Dakota	0.0242596118630000000000
10295	Brookings County	Brookings County	South Dakota	0.0028024215880000000000
10294	Brown County	Brown County	South Dakota	0.0177645643150000000000
10297	Brule County	Brule County	South Dakota	0.0080457100910000000000
10298	Buffalo County	Buffalo County	South Dakota	0.0018235199260000000000
10305	Butte County	Butte County	South Dakota	0.0089265443440000000000
10302	Campbell County	Campbell County	South Dakota	0.0006824190480000000000
10301	Charles Mix County	Charles Mix County	South Dakota	0.0080844334240000000000
10300	Clark County	Clark County	South Dakota	0.0025502606010000000000
10304	Clay County	Clay County	South Dakota	0.0044151949320000000000
10307	Codington County	Codington County	South Dakota	0.0087212663650000000000
10308	Corson County	Corson County	South Dakota	0.0034293224210000000000
10309	Custer County	Custer County	South Dakota	0.0108684714260000000000
10313	Davison County	Davison County	South Dakota	0.0068154580050000000000
10314	Day County	Day County	South Dakota	0.0039216804750000000000
10312	Deuel County	Deuel County	South Dakota	0.0040350080980000000000
10317	Dewey County	Dewey County	South Dakota	0.0036999966850000000000
10316	Douglas County	Douglas County	South Dakota	0.0028915187590000000000
10321	Edmunds County	Edmunds County	South Dakota	0.0025293480560000000000
10320	Fall River County	Fall River County	South Dakota	0.0219689045900000000000
10319	Faulk County	Faulk County	South Dakota	0.0027724739590000000000
10315	Grant County	Grant County	South Dakota	0.0069232305640000000000
10322	Gregory County	Gregory County	South Dakota	0.0055551285990000000000
10318	Haakon County	Haakon County	South Dakota	0.0017744970290000000000
10324	Hamlin County	Hamlin County	South Dakota	0.0033401171760000000000
10323	Hand County	Hand County	South Dakota	0.0024013114010000000000
10326	Hanson County	Hanson County	South Dakota	0.0014842719660000000000
10328	Harding County	Harding County	South Dakota	0.0006208053930000000000
10325	Hughes County	Hughes County	South Dakota	0.0081370660320000000000
10291	Huron City	Beadle County	South Dakota	0.0083089595900000000000
10329	Hutchinson County	Hutchinson County	South Dakota	0.0056592374100000000000
10332	Hyde County	Hyde County	South Dakota	0.0006405291120000000000
10334	Jackson County	Jackson County	South Dakota	0.0014374213800000000000
10330	Jerauld County	Jerauld County	South Dakota	0.0032582502340000000000
10331	Jones County	Jones County	South Dakota	0.0004517325970000000000
10336	Kingsbury County	Kingsbury County	South Dakota	0.0037217630250000000000
10335	Lake County	Lake County	South Dakota	0.0082739324280000000000
10341	Lawrence County	Lawrence County	South Dakota	0.0238382375810000000000
10338	Lincoln County	Lincoln County	South Dakota	0.0126117239230000000000
10339	Lyman County	Lyman County	South Dakota	0.0032399423000000000000
10340	Marshall County	Marshall County	South Dakota	0.0056251072710000000000
10343	Mccook County	Mccook County	South Dakota	0.0030477738400000000000
10345	Mcpherson County	Mcpherson County	South Dakota	0.0016131840300000000000
10344	Meade County	Meade County	South Dakota	0.0326983265020000000000
10347	Mellette County	Mellette County	South Dakota	0.0018482475250000000000
10353	Miner County	Miner County	South Dakota	0.0016167397030000000000
10352	Minnehaha County	Minnehaha County	South Dakota	0.1222435225170000000000
10311	Mitchell City	Davison County	South Dakota	0.0150317323290000000000

BG Entity ID	Subdivision Name	County	State	Consolidated State Allocation
10349	Moody County	Moody County	South Dakota	0.0047439379850000000000
10348	Oglala Lakota County	Oglala Lakota County	South Dakota	0.0139196928640000000000
10351	Pennington County	Pennington County	South Dakota	0.0806117672830000000000
10357	Perkins County	Perkins County	South Dakota	0.0037553744030000000000
10327	Pierre City	Hughes County	South Dakota	0.0062166783310000000000
10356	Potter County	Potter County	South Dakota	0.0018934445610000000000
10350	Rapid City	Pennington County	South Dakota	0.0694927235740000000000
10360	Roberts County	Roberts County	South Dakota	0.0099437802690000000000
10355	Sanborn County	Sanborn County	South Dakota	0.0011418574040000000000
10337	Sioux Falls City	Lincoln County, Minnehaha County	South Dakota	0.2167326604280000000000
10333	Spearfish City	Lawrence County	South Dakota	0.0082086334100000000000
10359	Spink County	Spink County	South Dakota	0.0073247730520000000000
10354	Stanley County	Stanley County	South Dakota	0.0017338823800000000000
10358	Sully County	Sully County	South Dakota	0.0006322181310000000000
10362	Todd County	Todd County	South Dakota	0.0106778592480000000000
10364	Tripp County	Tripp County	South Dakota	0.0062525809030000000000
10363	Turner County	Turner County	South Dakota	0.0065369699060000000000
10365	Union County	Union County	South Dakota	0.0145310416800000000000
10306	Vermillion City	Clay County	South Dakota	0.0059127817600000000000
10361	Walworth County	Walworth County	South Dakota	0.0056151103180000000000
10310	Watertown City	Codington County	South Dakota	0.0161329642770000000000
10367	Yankton City	Yankton County	South Dakota	0.0122198973930000000000
10366	Yankton County	Yankton County	South Dakota	0.0142334350840000000000
10368	Ziebach County	Ziebach County	South Dakota	0.0030851030040000000000
11279	Abbott City	Hill County	Texas	0.0000045866700000000000
11164	Abernathy City	Hale County, Lubbock County	Texas	0.0000073333000000000000
11395	Abilene City	Jones County, Taylor County	Texas	0.0037587866700000000000
10939	Ackerly City	Dawson County	Texas	0.0000001400000000000000
10914	Addison Town	Dallas County	Texas	0.0003872933300000000000
11658	Adrian City	Oldham County	Texas	0.0000012066700000000000
11646	Agua Dulce City	Nueces County	Texas	0.0000002866700000000000
11257	Alamo City	Hidalgo County	Texas	0.0001474733300000000000
10631	Alamo Heights City	Bexar County	Texas	0.0001879866700000000000
11717	Alba Town	Rains County, Wood County	Texas	0.0000213066700000000000
11795	Albany City	Shackelford County	Texas	0.0000012000000000000000
11685	Aledo City	Parker County	Texas	0.0000022066700000000000
11370	Alice City	Jim Wells County	Texas	0.0004752733300000000000
10834	Allen City	Collin County	Texas	0.0021005400000000000000
11026	Alma Town	Ellis County	Texas	0.0000073800000000000000
10717	Alpine City	Brewster County	Texas	0.0001979066700000000000
10803	Alto Town	Cherokee County	Texas	0.0000251133300000000000
11270	Alton City	Hidalgo County	Texas	0.0000769333300000000000
11377	Alvarado City	Johnson County	Texas	0.0001935266700000000000
10683	Alvin City	Brazoria County	Texas	0.0007597466700000000000
12005	Alvord Town	Wise County	Texas	0.0000023866700000000000
11711	Amarillo City	Potter County, Randall County	Texas	0.0065844066700000000000
11487	Ames City	Liberty County	Texas	0.0000371400000000000000
11453	Amherst City	Lamb County	Texas	0.0000001466700000000000
10788	Anahuac City	Chambers County	Texas	0.0000036133300000000000
11153	Anderson City	Grimes County	Texas	0.0000001266700000000000
10567	Anderson County	Anderson County	Texas	0.0017917533300000000000
10569	Andrews City	Andrews County	Texas	0.0001265533300000000000
10571	Andrews County	Andrews County	Texas	0.0002507066700000000000
10573	Angelina County	Angelina County	Texas	0.0015330400000000000000
10689	Angleton City	Brazoria County	Texas	0.0004186066700000000000
11640	Angus City	Navarro County	Texas	0.0000022066700000000000

BG Entity ID	Subdivision Name	County	State	Consolidated State Allocation
10836	Anna City	Collin County	Texas	0.0000605000000000000000
11683	Annetta North Town	Parker County	Texas	0.0000022667000000000000
11689	Annetta South Town	Parker County	Texas	0.0000040133300000000000
11690	Annetta Town	Parker County	Texas	0.0000397066700000000000
11739	Annona Town	Red River County	Texas	0.0000049200000000000000
11384	Anson City	Jones County	Texas	0.0000342266700000000000
11009	Anthony Town	El Paso County	Texas	0.0000300933300000000000
11294	Anton City	Hockley County	Texas	0.0000029600000000000000
11621	Appleby City	Nacogdoches County	Texas	0.0000103400000000000000
11293	Aquilla City	Hill County	Texas	0.0000013866700000000000
10578	Aransas County	Aransas County	Texas	0.0017767466700000000000
11654	Aransas Pass City	Nueces County, San Patricio County, Aransas County	Texas	0.0003854200000000000000
10585	Archer City	Archer County	Texas	0.0000703600000000000000
10581	Archer County	Archer County	Texas	0.0003035600000000000000
11078	Arcola City	Fort Bend County	Texas	0.0000486000000000000000
10965	Argyle City	Denton County	Texas	0.0000760400000000000000
11832	Arlington City	Tarrant County	Texas	0.0049053533300000000000
10589	Armstrong County	Armstrong County	Texas	0.0000064933300000000000
11804	Arp City	Smith County	Texas	0.0000133933300000000000
10988	Asherton City	Dimmit County	Texas	0.0000007466700000000000
11831	Aspermont Town	Stonewall County	Texas	0.0000000600000000000000
10593	Atascosa County	Atascosa County	Texas	0.0011793533300000000000
11233	Athens City	Henderson County	Texas	0.0007062800000000000000
10783	Atlanta City	Cass County	Texas	0.0002066333300000000000
10950	Aubrey City	Denton County	Texas	0.0001009400000000000000
12019	Aurora City	Wise County	Texas	0.0000123266700000000000
11912	Austin City	Travis County, Williamson County, Hays County	Texas	0.0325181066700000000000
10597	Austin County	Austin County	Texas	0.0005068666700000000000
11735	Austwell City	Refugio County	Texas	0.0000007266700000000000
11732	Avery Town	Red River County	Texas	0.0000009200000000000000
10779	Avinger Town	Cass County	Texas	0.0000074333300000000000
11691	Azle City	Parker County, Tarrant County	Texas	0.0002147533300000000000
11037	Bailey City	Fannin County	Texas	0.0000063333300000000000
10605	Bailey County	Bailey County	Texas	0.0001025133300000000000
10700	Bailey'S Prairie Village	Brazoria County	Texas	0.0000373600000000000000
10750	Baird City	Callahan County	Texas	0.0000186800000000000000
10912	Balch Springs City	Dallas County	Texas	0.0001823866700000000000
10643	Balcones Heights City	Bexar County	Texas	0.0001587400000000000000
11759	Ballinger City	Runnels County	Texas	0.0000611466700000000000
11740	Balmorhea City	Reeves County	Texas	0.0000004200000000000000
10608	Bandera City	Bandera County	Texas	0.0000192866700000000000
10609	Bandera County	Bandera County	Texas	0.0005787666700000000000
10722	Bangs City	Brown County	Texas	0.0000203333300000000000
11012	Bardwell City	Ellis County	Texas	0.0000024133300000000000
11630	Barry City	Navarro County	Texas	0.0000013333300000000000
11955	Barstow City	Ward County	Texas	0.0000004066700000000000
12000	Bartlett City	Williamson County, Bell County	Texas	0.0000224933300000000000
10970	Bartonville Town	Denton County	Texas	0.0000592466700000000000
10610	Bastrop City	Bastrop County	Texas	0.0003088000000000000000
10612	Bastrop County	Bastrop County	Texas	0.0022930666700000000000
11536	Bay City	Matagorda County	Texas	0.0003860800000000000000
10615	Baylor County	Baylor County	Texas	0.0001988800000000000000
11104	Bayou Vista City	Galveston County	Texas	0.0000416000000000000000
11746	Bayside Town	Refugio County	Texas	0.0000016133300000000000

BG Entity ID	Subdivision Name	County	State	Consolidated State Allocation
10802	Baytown City	Chambers County, Harris County	Texas	0.0014404400000000000000
10765	Bayview Town	Cameron County	Texas	0.0000027333000000000000
10794	Beach City	Chambers County	Texas	0.0000833666700000000000
11225	Bear Creek Village	Hays County	Texas	0.0000060400000000000000
11075	Beasley City	Fort Bend County	Texas	0.0000008666700000000000
11362	Beaumont City	Jefferson County	Texas	0.0045534000000000000000
11674	Beckville City	Panola County	Texas	0.0000083133300000000000
11839	Bedford City	Tarrant County	Texas	0.0006287600000000000000
11151	Bedias City	Grimes County	Texas	0.0000231666700000000000
11902	Bee Cave City	Travis County	Texas	0.0000857533300000000000
10611	Bee County	Bee County	Texas	0.0006522933300000000000
10617	Beeville City	Bee County	Texas	0.0001601800000000000000
10622	Bell County	Bell County	Texas	0.0043383200000000000000
11189	Bellaire City	Harris County	Texas	0.0002750933300000000000
10821	Bellevue City	Clay County	Texas	0.0000037333000000000000
11544	Bellmead City	Mclennan County	Texas	0.0000965800000000000000
11129	Bells Town	Grayson County	Texas	0.0000126066700000000000
10600	Bellville City	Austin County	Texas	0.0000499200000000000000
10618	Belton City	Bell County	Texas	0.0004845333300000000000
10996	Benavides City	Duval County	Texas	0.0000010133300000000000
11836	Benbrook City	Tarrant County	Texas	0.0002927933300000000000
11434	Benjamin City	Knox County	Texas	0.0000063400000000000000
11248	Berryville Town	Henderson County	Texas	0.0000958600000000000000
10742	Bertram City	Burnet County	Texas	0.0000012133300000000000
11546	Beverly Hills City	Mclennan County	Texas	0.0000289066700000000000
11366	Bevil Oaks City	Jefferson County	Texas	0.0000036600000000000000
10632	Bexar County	Bexar County	Texas	0.0467143466700000000000
11725	Big Lake City	Reagan County	Texas	0.0000036466700000000000
11917	Big Sandy Town	Upshur County	Texas	0.0000305266700000000000
11323	Big Spring City	Howard County	Texas	0.0012661866700000000000
10982	Big Wells City	Dimmit County	Texas	0.0000015733300000000000
11647	Bishop City	Nueces County	Texas	0.0000547533300000000000
11708	Bishop Hills Town	Potter County	Texas	0.0000021533300000000000
10826	Blackwell City	Coke County	Texas	0.0000002066700000000000
10660	Blanco City	Blanco County	Texas	0.0000412733300000000000
10656	Blanco County	Blanco County	Texas	0.0003281533300000000000
10721	Blanket Town	Brown County	Texas	0.0000009800000000000000
10781	Bloomburg Town	Cass County	Texas	0.0000067333300000000000
11622	Blooming Grove Town	Navarro County	Texas	0.0000023466700000000000
11444	Blossom City	Lamar County	Texas	0.0000013200000000000000
11854	Blue Mound City	Tarrant County	Texas	0.0000192533300000000000
10837	Blue Ridge City	Collin County	Texas	0.0000089666700000000000
11282	Blum Town	Hill County	Texas	0.0000108133300000000000
11417	Boerne City	Kendall County	Texas	0.0003038400000000000000
11728	Bogata City	Red River County	Texas	0.0000243266700000000000
11039	Bonham City	Fannin County	Texas	0.0006727266700000000000
10703	Bonney Village	Brazoria County	Texas	0.0000167333300000000000
11506	Booker Town	Lipscomb County, Ochiltree County	Texas	0.0000069066700000000000
10661	Borden County	Borden County	Texas	0.0000066666700000000000
11344	Borger City	Hutchinson County	Texas	0.0004645333300000000000
10662	Bosque County	Bosque County	Texas	0.0004738200000000000000
11694	Bovina City	Parmer County	Texas	0.0000011533300000000000
11585	Bowie City	Montague County	Texas	0.0005574666700000000000
10675	Bowie County	Bowie County	Texas	0.0015546000000000000000
12012	Boyd Town	Wise County	Texas	0.0000463533300000000000
11429	Brackettville City	Kinney County	Texas	0.0000005333000000000000

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11541	Brady City	Mcculloch County	Texas	0.0001832000000000000000
10685	Brazoria City	Brazoria County	Texas	0.0000769133300000000000
10684	Brazoria County	Brazoria County	Texas	0.0068072666700000000000
11306	Brazos Bend City	Hood County	Texas	0.0000030800000000000000
10603	Brazos Country City	Austin County	Texas	0.0000060133300000000000
10708	Brazos County	Brazos County	Texas	0.0022805800000000000000
11826	Breckenridge City	Stephens County	Texas	0.0001598400000000000000
11745	Bremond City	Robertson County	Texas	0.0000370266700000000000
11958	Brenham City	Washington County	Texas	0.0003650000000000000000
10712	Brewster County	Brewster County	Texas	0.0004005800000000000000
11897	Briarcliff Village	Travis County	Texas	0.0000038133300000000000
11385	Briaroaks City	Johnson County	Texas	0.0000003800000000000000
11665	Bridge City	Orange County	Texas	0.0005383733300000000000
12011	Bridgeport City	Wise County	Texas	0.0002220066700000000000
10715	Briscoe County	Briscoe County	Texas	0.0000065133300000000000
11769	Broaddus Town	San Augustine County	Texas	0.0000002066700000000000
10828	Bronte Town	Coke County	Texas	0.0000006600000000000000
10720	Brooks County	Brooks County	Texas	0.0001380666700000000000
11948	Brookshire City	Waller County	Texas	0.0000427066700000000000
10692	Brookside Village City	Brazoria County	Texas	0.0000074000000000000000
10723	Brown County	Brown County	Texas	0.0012894466700000000000
11351	Browndell City	Jasper County	Texas	0.0000010133300000000000
11878	Brownfield City	Terry County	Texas	0.0000963466700000000000
11236	Brownsboro City	Henderson County	Texas	0.0000211733300000000000
10757	Brownsville City	Cameron County	Texas	0.0028337133300000000000
10724	Brownwood City	Brown County	Texas	0.0011104800000000000000
11562	Bruceville-Eddy City	Mclennan County, Falls County	Texas	0.0000112800000000000000
10707	Bryan City	Brazos County	Texas	0.0016459800000000000000
11345	Bryson City	Jack County	Texas	0.0000081866700000000000
11573	Buckholts Town	Milam County	Texas	0.0000074200000000000000
11224	Buda City	Hays County	Texas	0.0000718933300000000000
11469	Buffalo City	Leon County	Texas	0.0000791066700000000000
11872	Buffalo Gap Town	Taylor County	Texas	0.0000058666700000000000
11515	Buffalo Springs Village	Lubbock County	Texas	0.0000012533300000000000
11814	Bullard Town	Smith County, Cherokee County	Texas	0.0000499133300000000000
10877	Bulverde City	Comal County	Texas	0.0000962400000000000000
11188	Bunker Hill Village City	Harris County	Texas	0.0000031466700000000000
11979	Burkburnett City	Wichita County	Texas	0.0002522933300000000000
10574	Burke City	Angelina County	Texas	0.0000074266700000000000
11388	Burleson City	Johnson County, Tarrant County	Texas	0.0010118600000000000000
10726	Burleson County	Burleson County	Texas	0.0004682933300000000000
10732	Burnet City	Burnet County	Texas	0.0002223000000000000000
10729	Burnet County	Burnet County	Texas	0.0012655266700000000000
11961	Burton City	Washington County	Texas	0.0000062466700000000000
10818	Byers City	Clay County	Texas	0.0000005133300000000000
11288	Bynum Town	Hill County	Texas	0.0000025333300000000000
11605	Cactus City	Moore County	Texas	0.0000318600000000000000
11326	Caddo Mills City	Hunt County	Texas	0.0000002866700000000000
10727	Caldwell City	Burleson County	Texas	0.0001216333300000000000
10738	Caldwell County	Caldwell County	Texas	0.0005760866700000000000
10746	Calhoun County	Calhoun County	Texas	0.0008528400000000000000
10751	Callahan County	Callahan County	Texas	0.0000859600000000000000
10889	Callisburg City	Cooke County	Texas	0.0000006733300000000000
11747	Calvert City	Robertson County	Texas	0.0000051466700000000000
11574	Cameron City	Milam County	Texas	0.0000739400000000000000
10753	Cameron County	Cameron County	Texas	0.0035801733300000000000

BG Entity ID	Subdivision Name	County	State	Consolidated State Allocation
10775	Camp County	Camp County	Texas	0.000192340000000000000
11729	Camp Wood City	Real County	Texas	0.000002813330000000000
11335	Campbell City	Hunt County	Texas	0.000007440000000000000
11235	Canadian City	Hemphill County	Texas	0.000007266670000000000
11245	Caney City Town	Henderson County	Texas	0.000013366670000000000
11934	Canton City	Van Zandt County	Texas	0.000378226670000000000
11718	Canyon City	Randall County	Texas	0.000175006670000000000
10994	Carbon Town	Eastland County	Texas	0.000004133330000000000
11287	Carl'S Corner Town	Hill County	Texas	0.000000320000000000000
11059	Carmine City	Fayette County	Texas	0.000002566670000000000
10983	Carrizo Springs City	Dimmit County	Texas	0.000011140000000000000
10855	Carrollton City	Collin County, Dallas County, Denton County	Texas	0.002068366670000000000
10780	Carson County	Carson County	Texas	0.000196620000000000000
11676	Carthage City	Panola County	Texas	0.000126180000000000000
11980	Cashion Community City	Wichita County	Texas	0.000002146670000000000
10782	Cass County	Cass County	Texas	0.000621033330000000000
10636	Castle Hills City	Bexar County	Texas	0.000085200000000000000
10789	Castro County	Castro County	Texas	0.000029466670000000000
11567	Castroville City	Medina County	Texas	0.000030166670000000000
10929	Cedar Hill City	Dallas County, Ellis County	Texas	0.000467513330000000000
11907	Cedar Park City	Travis County, Williamson County	Texas	0.001237113330000000000
11324	Celeste City	Hunt County	Texas	0.000008533330000000000
10838	Celina City	Collin County	Texas	0.000121886670000000000
11803	Center City	Shelby County	Texas	0.000392253330000000000
11473	Centerville City	Leon County	Texas	0.000002566670000000000
10796	Chambers County	Chambers County	Texas	0.001021253330000000000
11242	Chandler City	Henderson County	Texas	0.000115760000000000000
11219	Channing City	Hartley County	Texas	0.000000013330000000000
10592	Charlotte City	Atascosa County	Texas	0.000028380000000000000
10804	Cherokee County	Cherokee County	Texas	0.001044080000000000000
11919	Chester Town	Tyler County	Texas	0.000007826670000000000
12009	Chico City	Wise County	Texas	0.000019520000000000000
10811	Childress City	Childress County	Texas	0.000252773330000000000
10817	Childress County	Childress County	Texas	0.000337213330000000000
11174	Chillicothe City	Hardeman County	Texas	0.000001146670000000000
11360	China City	Jefferson County	Texas	0.000003480000000000000
10645	China Grove Town	Bexar County	Texas	0.000003986670000000000
11623	Chireno City	Nacogdoches County	Texas	0.000010453330000000000
10595	Christine Town	Atascosa County	Texas	0.000002360000000000000
10658	Cibolo City	Bexar County, Guadalupe County	Texas	0.000091266670000000000
10995	Cisco City	Eastland County	Texas	0.000048120000000000000
10986	Clarendon City	Donley County	Texas	0.000000760000000000000
11148	Clarksville City	Gregg County, Upshur County	Texas	0.000000360000000000000
11733	Clarksville City	Red River County	Texas	0.000139273330000000000
10591	Claude City	Armstrong County	Texas	0.000000173330000000000
10814	Clay County	Clay County	Texas	0.000480333330000000000
11107	Clear Lake Shores City	Galveston County	Texas	0.000044546670000000000
11374	Cleburne City	Johnson County	Texas	0.001521226670000000000
11493	Cleveland City	Liberty County, Montgomery County, San Jacinto County	Texas	0.000645980000000000000
10664	Clifton City	Bosque County	Texas	0.000066260000000000000
11013	Clint Town	El Paso County	Texas	0.000002500000000000000
10693	Clute City	Brazoria County	Texas	0.000342333330000000000
10752	Clyde City	Callahan County	Texas	0.000115246670000000000
11322	Coahoma Town	Howard County	Texas	0.000015273330000000000

BG Entity ID	Subdivision Name	County	State	Consolidated State Allocation
10824	Cochran County	Cochran County	Texas	0.0000225933300000000000
10911	Cockrell Hill City	Dallas County	Texas	0.0000034133300000000000
11246	Coffee City Town	Henderson County	Texas	0.0000072466700000000000
10831	Coke County	Coke County	Texas	0.0000368133300000000000
11773	Coldspring City	San Jacinto County	Texas	0.0000029800000000000000
10830	Coleman City	Coleman County	Texas	0.0000362800000000000000
10835	Coleman County	Coleman County	Texas	0.0000277600000000000000
10710	College Station City	Brazos County	Texas	0.0017209800000000000000
11838	Colleyville City	Tarrant County	Texas	0.0003069933300000000000
10832	Collin County	Collin County	Texas	0.0084448066700000000000
10866	Collingsworth County	Collingsworth County	Texas	0.0001282266700000000000
11128	Collinsville Town	Grayson County	Texas	0.0000122066700000000000
11915	Colmesneil City	Tyler County	Texas	0.0000147400000000000000
11582	Colorado City	Mitchell County	Texas	0.0000560333300000000000
10869	Colorado County	Colorado County	Texas	0.0003272266700000000000
10867	Columbus City	Colorado County	Texas	0.0000457800000000000000
10873	Comal County	Comal County	Texas	0.0026409466700000000000
10881	Comanche City	Comanche County	Texas	0.0001100200000000000000
10875	Comanche County	Comanche County	Texas	0.0003397600000000000000
10756	Combes Town	Cameron County	Texas	0.0000114000000000000000
11419	Combine City	Kaufman County, Dallas County	Texas	0.0000126133300000000000
11328	Commerce City	Hunt County	Texas	0.0002257933300000000000
11309	Como Town	Hopkins County	Texas	0.0000027666700000000000
10882	Concho County	Concho County	Texas	0.0000257266700000000000
11590	Conroe City	Montgomery County	Texas	0.0031111400000000000000
10654	Converse City	Bexar County	Texas	0.0001846200000000000000
10886	Cooke County	Cooke County	Texas	0.0013363400000000000000
11686	Cool City	Parker County	Texas	0.0000048733300000000000
11491	Coolidge Town	Limestone County	Texas	0.0000016200000000000000
10946	Cooper City	Delta County	Texas	0.0000024133300000000000
10931	Coppell City	Dallas County, Denton County	Texas	0.0005772866700000000000
10971	Copper Canyon Town	Denton County	Texas	0.0000032600000000000000
10630	Copperas Cove City	Bell County, Coryell County, Lampasas County	Texas	0.0008899466700000000000
10964	Corinth City	Denton County	Texas	0.0005019866700000000000
11435	Corpus Christi City	Kleberg County, Nueces County, San Patricio County, Aransas County	Texas	0.0120847133300000000000
10974	Corral City Town	Denton County	Texas	0.0000009533300000000000
11703	Corrigan Town	Polk County	Texas	0.0001421200000000000000
11624	Corsicana City	Navarro County	Texas	0.0005820666700000000000
10891	Coryell County	Coryell County	Texas	0.0008243933300000000000
10896	Cottle County	Cottle County	Texas	0.0000058333300000000000
11410	Cottonwood City	Kaufman County	Texas	0.0000019266700000000000
10734	Cottonwood Shores City	Burnet County	Texas	0.0000080200000000000000
11438	Cotulla City	La Salle County	Texas	0.0000083400000000000000
11992	Coupland City	Williamson County	Texas	0.0000017733300000000000
10800	Cove City	Chambers County	Texas	0.0000025800000000000000
11291	Covington City	Hill County	Texas	0.0000034600000000000000
11378	Coyote Flats City	Johnson County	Texas	0.0000098133300000000000
11399	Crandall City	Kaufman County	Texas	0.0000806266700000000000
10901	Crane City	Crane County	Texas	0.0000706600000000000000
10899	Crane County	Crane County	Texas	0.0001743066700000000000
10672	Cranfills Gap City	Bosque County	Texas	0.0000008533300000000000
11545	Crawford Town	Mclennan County	Texas	0.0000025533300000000000
11899	Creedmoor City	Travis County	Texas	0.0000001066700000000000
11302	Cresson City	Hood County	Texas	0.0000072400000000000000

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11312	Crockett City	Houston County	Texas	0.0001560200000000000000
10900	Crockett County	Crockett County	Texas	0.0001214000000000000000
10898	Crosby County	Crosby County	Texas	0.0001225866700000000000
10905	Crosbyton City	Crosby County	Texas	0.0000099866700000000000
10754	Cross Plains Town	Callahan County	Texas	0.0000325133300000000000
10973	Cross Roads Town	Denton County	Texas	0.0000016266700000000000
11383	Cross Timber Town	Johnson County	Texas	0.0000036133300000000000
11062	Crowell City	Foard County	Texas	0.0000422333300000000000
11387	Crowley City	Johnson County, Tarrant County	Texas	0.0001489666700000000000
12037	Crystal City	Zavala County	Texas	0.0001294133300000000000
10938	Cuero City	De Witt County	Texas	0.0001645933300000000000
10908	Culberson County	Culberson County	Texas	0.0000052600000000000000
11307	Cumby City	Hopkins County	Texas	0.0000354666700000000000
10810	Cuney Town	Cherokee County	Texas	0.0000040400000000000000
11620	Cushing City	Nacogdoches County	Texas	0.0000074666700000000000
11595	Cut And Shoot City	Montgomery County	Texas	0.0000142733300000000000
11609	Daingerfield City	Morris County	Texas	0.0000831733300000000000
11488	Daisetta City	Liberty County	Texas	0.0000358000000000000000
10902	Dalhart City	Dallam County, Hartley County	Texas	0.0000773933300000000000
10909	Dallam County	Dallam County	Texas	0.0001445733300000000000
10852	Dallas City	Collin County, Dallas County, Denton County, Kaufman County, Rockwall County	Texas	0.0199993466700000000000
10913	Dallas County	Dallas County	Texas	0.0569219400000000000000
11837	Dalworthington Gardens City	Tarrant County	Texas	0.0000404000000000000000
10697	Danbury City	Brazoria County	Texas	0.0000282066700000000000
11497	Darrouzett Town	Lipscomb County	Texas	0.0000006733300000000000
10937	Dawson County	Dawson County	Texas	0.0003127400000000000000
11625	Dawson Town	Navarro County	Texas	0.0000040000000000000000
11483	Dayton City	Liberty County	Texas	0.0003141466700000000000
11478	Dayton Lakes City	Liberty County	Texas	0.0000002533300000000000
10668	De Kalb City	Bowie County	Texas	0.0000069000000000000000
10883	De Leon City	Comanche County	Texas	0.0000547866700000000000
10936	De Witt County	De Witt County	Texas	0.0004593000000000000000
10943	Deaf Smith County	Deaf Smith County	Texas	0.0002302133300000000000
10822	Dean City	Clay County	Texas	0.0000009400000000000000
12015	Decatur City	Wise County	Texas	0.0003777933300000000000
11305	Decordova City	Hood County	Texas	0.0000918533300000000000
11186	Deer Park City	Harris County	Texas	0.0003292533300000000000
11930	Del Rio City	Val Verde County	Texas	0.0003937066700000000000
11319	Dell City	Hudspeth County	Texas	0.0000001000000000000000
10945	Delta County	Delta County	Texas	0.0002038933300000000000
11130	Denison City	Grayson County	Texas	0.0014028400000000000000
10949	Denton City	Denton County	Texas	0.0030555600000000000000
10944	Denton County	Denton County	Texas	0.0075486533300000000000
12027	Denver City Town	Yoakum County, Gaines County	Texas	0.0000140266700000000000
11452	Deport City	Lamar County, Red River County	Texas	0.0000002800000000000000
10916	Desoto City	Dallas County	Texas	0.0004826666700000000000
11730	Detroit Town	Red River County	Texas	0.0000064333300000000000
11489	Devers City	Liberty County	Texas	0.0000012733300000000000
11565	Devine City	Medina County	Texas	0.0000290266700000000000
10577	Diboll City	Angelina County	Texas	0.0001702200000000000000
10977	Dickens City	Dickens County	Texas	0.0000004733300000000000
10980	Dickens County	Dickens County	Texas	0.0000124866700000000000
11105	Dickinson City	Galveston County	Texas	0.0005578866700000000000
11094	Dilley City	Frio County	Texas	0.0000175533300000000000

BG Entity ID	Subdivision Name	County	State	Consolidated State Allocation
10978	Dimmit County	Dimmit County	Texas	0.0002219600000000000000
10792	Dimmitt City	Castro County	Texas	0.0000067466700000000000
10951	Dish Town	Denton County	Texas	0.0000012667000000000000
11041	Dodd City Town	Fannin County	Texas	0.0000080733300000000000
10870	Dodson Town	Collingsworth County	Texas	0.0000029800000000000000
10791	Domino Town	Cass County	Texas	0.0000013066700000000000
10984	Donley County	Donley County	Texas	0.0001491333300000000000
11251	Donna City	Hidalgo County	Texas	0.0000919866700000000000
11139	Dorchester City	Grayson County	Texas	0.0000015400000000000000
10972	Double Oak Town	Denton County	Texas	0.0000317666700000000000
10786	Douglassville Town	Cass County	Texas	0.0000038266700000000000
11234	Dripping Springs City	Hays County	Texas	0.0000054066700000000000
11649	Driscoll City	Nueces County	Texas	0.0000002600000000000000
11031	Dublin City	Erath County	Texas	0.0000965200000000000000
11606	Dumas City	Moore County	Texas	0.0001748600000000000000
10915	Duncanville City	Dallas County	Texas	0.0003888533300000000000
10990	Duval County	Duval County	Texas	0.0003273933300000000000
10871	Eagle Lake City	Colorado County	Texas	0.0000325466700000000000
11538	Eagle Pass City	Maverick County	Texas	0.0003733666700000000000
10728	Early City	Brown County	Texas	0.0000989200000000000000
11454	Earth City	Lamb County	Texas	0.0000016133300000000000
11968	East Bernard City	Wharton County	Texas	0.0000370266700000000000
11924	East Mountain City	Upshur County, Gregg County	Texas	0.0000166266700000000000
11713	East Tawakoni City	Rains County	Texas	0.0000181533300000000000
10998	Eastland City	Eastland County	Texas	0.0001059733300000000000
10993	Eastland County	Eastland County	Texas	0.0003485000000000000000
11143	Easton City	Gregg County	Texas	0.0000021933300000000000
11038	Ector City	Fannin County	Texas	0.0000073866700000000000
11001	Ector County	Ector County	Texas	0.0032000000000000000000
11255	Edcouch City	Hidalgo County	Texas	0.0000273400000000000000
10878	Eden City	Concho County	Texas	0.0000033133300000000000
11840	Edgecliff Village Town	Tarrant County	Texas	0.0000148800000000000000
11944	Edgewood Town	Van Zandt County	Texas	0.0000876933300000000000
11258	Edinburg City	Hidalgo County	Texas	0.0008058933300000000000
11165	Edmonson Town	Hale County	Texas	0.0000009066700000000000
11350	Edna City	Jackson County	Texas	0.0001212933300000000000
11935	Edom City	Van Zandt County	Texas	0.0000143266700000000000
11006	Edwards County	Edwards County	Texas	0.0000065000000000000000
11967	El Campo City	Wharton County	Texas	0.0002113333300000000000
11965	El Cenizo City	Webb County	Texas	0.0000041400000000000000
11206	El Lago City	Harris County	Texas	0.0000373600000000000000
11002	El Paso City	El Paso County	Texas	0.0081624733300000000000
11011	El Paso County	El Paso County	Texas	0.0172808066700000000000
11790	Eldorado City	Schleicher County	Texas	0.0000033333300000000000
11976	Electra City	Wichita County	Texas	0.0001047733300000000000
10614	Elgin City	Bastrop County, Travis County	Texas	0.0001752266700000000000
10564	Elkhart Town	Anderson County	Texas	0.0000020066700000000000
11016	Ellis County	Ellis County	Texas	0.0021024800000000000000
10657	Elmendorf City	Bexar County, Wilson County	Texas	0.0000049733300000000000
11260	Elsa City	Hidalgo County	Texas	0.0000514666700000000000
11633	Emhouse Town	Navarro County	Texas	0.0000005533300000000000
11716	Emory City	Rains County	Texas	0.0000258533300000000000
11244	Enchanted Oaks Town	Henderson County	Texas	0.0000086600000000000000
11442	Encinal City	La Salle County	Texas	0.0000101000000000000000
11015	Ennis City	Ellis County	Texas	0.0005455933300000000000
11028	Erath County	Erath County	Texas	0.0006841066700000000000

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11819	Escobares City	Starr County	Texas	0.0000002666700000000000
11167	Estelline Town	Hall County	Texas	0.0000060600000000000000
11841	Euless City	Tarrant County	Texas	0.0006188266700000000000
11637	Eureka City	Navarro County	Texas	0.0000022266700000000000
11239	Eustace City	Henderson County	Texas	0.0000139266700000000000
10897	Evant Town	Coryell County, Hamilton County	Texas	0.0000137866700000000000
11842	Everman City	Tarrant County	Texas	0.0000512800000000000000
11421	Fair Oaks Ranch City	Kendall County, Bexar County, Comal County	Texas	0.0000538466700000000000
11070	Fairchilds Village	Fort Bend County	Texas	0.0000005400000000000000
11087	Fairfield City	Freestone County	Texas	0.0000083000000000000000
10845	Fairview Town	Collin County	Texas	0.0002149666700000000000
10719	Falfurrias City	Brooks County	Texas	0.0000148066700000000000
11398	Falls City	Karnes County	Texas	0.0000002733300000000000
11033	Falls County	Falls County	Texas	0.0002301466700000000000
11042	Fannin County	Fannin County	Texas	0.0008776866700000000000
10917	Farmers Branch City	Dallas County	Texas	0.0006302133300000000000
10842	Farmersville City	Collin County	Texas	0.0000702133300000000000
11696	Farwell City	Parmer County	Texas	0.0000022866700000000000
11752	Fate City	Rockwall County	Texas	0.0000231533300000000000
11053	Fayette County	Fayette County	Texas	0.0006162666700000000000
11049	Fayetteville City	Fayette County	Texas	0.0000026066700000000000
10927	Ferris City	Dallas County, Ellis County	Texas	0.0000924866700000000000
11060	Fisher County	Fisher County	Texas	0.0000367866700000000000
11050	Flatonia Town	Fayette County	Texas	0.0000377400000000000000
11990	Florence City	Williamson County	Texas	0.0000263266700000000000
12003	Floresville City	Wilson County	Texas	0.0001446600000000000000
10976	Flower Mound Town	Denton County, Tarrant County	Texas	0.0014350400000000000000
11056	Floyd County	Floyd County	Texas	0.0000603266700000000000
11057	Floydada City	Floyd County	Texas	0.0000423800000000000000
11058	Foard County	Foard County	Texas	0.0000384266700000000000
11502	Follett City	Lipscomb County	Texas	0.0000014133300000000000
11844	Forest Hill City	Tarrant County	Texas	0.0001742133300000000000
11396	Forney City	Kaufman County	Texas	0.0005340800000000000000
11318	Forsan City	Howard County	Texas	0.0000038400000000000000
11067	Fort Bend County	Fort Bend County	Texas	0.0100447933300000000000
11697	Fort Stockton City	Pecos County	Texas	0.0000294066700000000000
11386	Fort Worth City	Johnson County, Parker County, Tarrant County, Wise County, Denton County	Texas	0.0141386000000000000000
11750	Franklin City	Robertson County	Texas	0.0000262066700000000000
11082	Franklin County	Franklin County	Texas	0.0001718866700000000000
10570	Frankston Town	Anderson County	Texas	0.0000018266700000000000
11113	Fredericksburg City	Gillespie County	Texas	0.0003765733300000000000
10687	Freeport City	Brazoria County	Texas	0.0004864866700000000000
10992	Freer City	Duval County	Texas	0.0000218066700000000000
11089	Freestone County	Freestone County	Texas	0.0003366333300000000000
11111	Friendswood City	Galveston County, Harris County	Texas	0.0009355333300000000000
11092	Frio County	Frio County	Texas	0.0001330266700000000000
11699	Friona City	Parmer County	Texas	0.0000189866700000000000
10858	Frisco City	Collin County, Denton County	Texas	0.0027020600000000000000
11338	Fritch City	Hutchinson County	Texas	0.0000303200000000000000
11626	Frost City	Navarro County	Texas	0.0000021400000000000000
11937	Fruitvale City	Van Zandt County	Texas	0.0000156266700000000000
11073	Fulshear City	Fort Bend County	Texas	0.0000351466700000000000
10583	Fulton Town	Aransas County	Texas	0.0000106800000000000000
11093	Gaines County	Gaines County	Texas	0.0003623133300000000000

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10885	Gainesville City	Cooke County	Texas	0.0010265333300000000000
11193	Galena Park City	Harris County	Texas	0.0000872866700000000000
10809	Gallatin City	Cherokee County	Texas	0.0000083533300000000000
11103	Galveston City	Galveston County	Texas	0.0032545800000000000000
11102	Galveston County	Galveston County	Texas	0.0074939533300000000000
11353	Ganado City	Jackson County	Texas	0.0000367333300000000000
10874	Garden Ridge City	Comal County	Texas	0.0000756733300000000000
10853	Garland City	Collin County, Dallas County, Rockwall County	Texas	0.0028016266700000000000
11027	Garrett Town	Ellis County	Texas	0.0000167333300000000000
11617	Garrison City	Nacogdoches County	Texas	0.0000237000000000000000
11679	Gary City Town	Panola County	Texas	0.0000030000000000000000
11112	Garza County	Garza County	Texas	0.0000596266700000000000
10892	Gatesville City	Coryell County	Texas	0.0001799600000000000000
11505	George West City	Live Oak County	Texas	0.0000413800000000000000
11989	Georgetown City	Williamson County	Texas	0.0015059733300000000000
11555	Gholson City	Mclennan County	Texas	0.0000100333300000000000
11468	Giddings City	Lee County	Texas	0.0000844933300000000000
11116	Gillespie County	Gillespie County	Texas	0.0004212733300000000000
11921	Gilmer City	Upshur County	Texas	0.0002263400000000000000
11147	Gladewater City	Gregg County, Upshur County	Texas	0.0001642533300000000000
11121	Glasscock County	Glasscock County	Texas	0.0000066666700000000000
11817	Glen Rose City	Somervell County	Texas	0.0000036000000000000000
10928	Glenn Heights City	Dallas County, Ellis County	Texas	0.0001106200000000000000
11371	Godley City	Johnson County	Texas	0.0000207666700000000000
11004	Goldsmith City	Ector County	Texas	0.0000045133300000000000
11579	Goldthwaite City	Mills County	Texas	0.0000081666700000000000
11110	Goliad City	Goliad County	Texas	0.0000237533300000000000
11115	Goliad County	Goliad County	Texas	0.0002310666700000000000
11036	Golinda City	Falls County, Mclennan County	Texas	0.0000006666700000000000
11117	Gonzales City	Gonzales County	Texas	0.0000992133300000000000
11122	Gonzales County	Gonzales County	Texas	0.0002215333300000000000
11632	Goodlow City	Navarro County	Texas	0.0000014733300000000000
11707	Goodrich City	Polk County	Texas	0.0000642866700000000000
11672	Gordon City	Palo Pinto County	Texas	0.0000024333300000000000
11437	Goree City	Knox County	Texas	0.0000049933300000000000
10997	Gorman City	Eastland County	Texas	0.0000207133300000000000
11673	Graford City	Palo Pinto County	Texas	0.0000001533300000000000
12033	Graham City	Young County	Texas	0.0015695200000000000000
11300	Granbury City	Hood County	Texas	0.0004782333300000000000
11865	Grand Prairie City	Tarrant County, Dallas County, Ellis County	Texas	0.0029695933300000000000
11939	Grand Saline City	Van Zandt County	Texas	0.0002427533300000000000
11954	Grandfalls Town	Ward County	Texas	0.0000004333300000000000
11373	Grandview City	Johnson County	Texas	0.0000440000000000000000
11993	Granger City	Williamson County	Texas	0.0000182733300000000000
10741	Granite Shoals City	Burnet County	Texas	0.0000788933300000000000
11271	Granjeno City	Hidalgo County	Texas	0.0000002866700000000000
11316	Grapeland City	Houston County	Texas	0.0000485800000000000000
10925	Grapevine City	Dallas County, Denton County, Tarrant County	Texas	0.0008613000000000000000
11125	Gray County	Gray County	Texas	0.0004392266700000000000
11411	Grays Prairie Village	Kaufman County	Texas	0.0000001133300000000000
11123	Grayson County	Grayson County	Texas	0.0035938866700000000000
11327	Greenville City	Hunt County	Texas	0.0013540800000000000000
11142	Gregg County	Gregg County	Texas	0.0016249600000000000000

BG Entity ID	Subdivision Name	County	State	Consolidated State Allocation
11781	Gregory City	San Patricio County	Texas	0.000031313330000000000
10647	Grey Forest City	Bexar County	Texas	0.000003160000000000000
11150	Grimes County	Grimes County	Texas	0.000632520000000000000
11494	Groesbeck City	Limestone County	Texas	0.000038300000000000000
10778	Groom Town	Carson County	Texas	0.000006433330000000000
11363	Groves City	Jefferson County	Texas	0.000271680000000000000
11910	Groveton City	Trinity County	Texas	0.000058846670000000000
11173	Gruver City	Hansford County	Texas	0.000007773330000000000
11158	Guadalupe County	Guadalupe County	Texas	0.000978826670000000000
11240	Gun Barrel City	Henderson County	Texas	0.000242013330000000000
11131	Gunter City	Grayson County	Texas	0.000030726670000000000
10879	Gustine Town	Comanche County	Texas	0.000002266700000000000
10956	Hackberry Town	Denton County	Texas	0.000006266700000000000
11162	Hale Center City	Hale County	Texas	0.000040280000000000000
11160	Hale County	Hale County	Texas	0.000527666670000000000
11168	Hall County	Hall County	Texas	0.000059553330000000000
11466	Hallettsville City	Lavaca County	Texas	0.000045966670000000000
11553	Hallsburg City	Mclennan County	Texas	0.000001813330000000000
11209	Hallsville City	Harrison County	Texas	0.000068260000000000000
11846	Haltom City	Tarrant County	Texas	0.000478666670000000000
11177	Hamilton City	Hamilton County	Texas	0.000023873330000000000
11172	Hamilton County	Hamilton County	Texas	0.000442380000000000000
11391	Hamlin City	Jones County, Fisher County	Texas	0.000031040000000000000
11179	Hansford County	Hansford County	Texas	0.000109440000000000000
11723	Happy Town	Randall County, Swisher County	Texas	0.000002180000000000000
11175	Hardeman County	Hardeman County	Texas	0.000101460000000000000
11479	Hardin City	Liberty County	Texas	0.000006666700000000000
11180	Hardin County	Hardin County	Texas	0.002532000000000000000
10623	Harker Heights City	Bell County	Texas	0.000757873330000000000
10755	Harlingen City	Cameron County	Texas	0.001102860000000000000
11182	Harris County	Harris County	Texas	0.099774680000000000000
11212	Harrison County	Harrison County	Texas	0.001239400000000000000
10795	Hart City	Castro County	Texas	0.000005733300000000000
11214	Hartley County	Hartley County	Texas	0.000005240000000000000
11218	Haskell City	Haskell County	Texas	0.000072193330000000000
11217	Haskell County	Haskell County	Texas	0.000146740000000000000
11869	Haslet City	Tarrant County, Denton County	Texas	0.000012720000000000000
11336	Hawk Cove City	Hunt County	Texas	0.000004493330000000000
12025	Hawkins City	Wood County	Texas	0.000052880000000000000
11392	Hawley City	Jones County	Texas	0.000006206700000000000
11230	Hays City	Hays County	Texas	0.000003373330000000000
11226	Hays County	Hays County	Texas	0.003529926670000000000
11749	Hearne City	Robertson County	Texas	0.000112160000000000000
11416	Heath City	Kaufman County, Rockwall County	Texas	0.000191673330000000000
10859	Hebron Town	Collin County	Texas	0.000004580000000000000
10987	Hedley City	Donley County	Texas	0.000000466670000000000
11190	Hedwig Village City	Harris County	Texas	0.000087113330000000000
10649	Helotes City	Bexar County	Texas	0.000105266670000000000
11768	Hemphill City	Sabine County	Texas	0.000053566670000000000
11232	Hemphill County	Hemphill County	Texas	0.000095960000000000000
11949	Hempstead City	Waller County	Texas	0.000141600000000000000
11761	Henderson City	Rusk County	Texas	0.000399773330000000000
11238	Henderson County	Henderson County	Texas	0.002186433330000000000
10816	Henrietta City	Clay County	Texas	0.000018133330000000000
10941	Hereford City	Deaf Smith County	Texas	0.000136153330000000000
11552	Hewitt City	Mclennan County	Texas	0.000131840000000000000

BG Entity ID	Subdivision Name	County	State	Consolidated State Allocation
10962	Hickory Creek Town	Denton County	Texas	0.0001100666700000000000
11032	Hico City	Erath County, Hamilton County	Texas	0.0000368933300000000000
11269	Hidalgo City	Hidalgo County	Texas	0.0001774733300000000000
11259	Hidalgo County	Hidalgo County	Texas	0.0083540200000000000000
11811	Hideaway City	Smith County	Texas	0.0000061466700000000000
11503	Higgins City	Lipscomb County	Texas	0.0000002866700000000000
10731	Highland Haven City	Burnet County	Texas	0.0000021333300000000000
10918	Highland Park Town	Dallas County	Texas	0.0002892200000000000000
10960	Highland Village City	Denton County	Texas	0.0003354333300000000000
10642	Hill Country Village City	Bexar County	Texas	0.0000432333300000000000
11277	Hill County	Hill County	Texas	0.0008498466700000000000
10698	Hillcrest Village	Brazoria County	Texas	0.0000356333300000000000
11280	Hillsboro City	Hill County	Texas	0.0003107266700000000000
11191	Hilshire Village City	Harris County	Texas	0.0000057266700000000000
11101	Hitchcock City	Galveston County	Texas	0.0001919733300000000000
11295	Hockley County	Hockley County	Texas	0.0003093800000000000000
10696	Holiday Lakes Town	Brazoria County	Texas	0.0000119666700000000000
10613	Holland Town	Bell County	Texas	0.0000005133300000000000
10586	Holliday City	Archer County	Texas	0.0000394000000000000000
10639	Hollywood Park Town	Bexar County	Texas	0.0000628266700000000000
11564	Hondo City	Medina County	Texas	0.0007685866700000000000
11043	Honey Grove City	Fannin County	Texas	0.0000479733300000000000
11301	Hood County	Hood County	Texas	0.0019473666700000000000
10674	Hooks City	Bowie County	Texas	0.0000180133300000000000
11308	Hopkins County	Hopkins County	Texas	0.0009967866700000000000
11010	Horizon City	El Paso County	Texas	0.0000501333300000000000
10740	Horseshoe Bay City	Burnet County, Llano County	Texas	0.0003211533300000000000
11083	Houston City	Fort Bend County, Harris County, Montgomery County	Texas	0.0468119533300000000000
11314	Houston County	Houston County	Texas	0.0005243200000000000000
11313	Howard County	Howard County	Texas	0.0005955333300000000000
10991	Howardwick City	Donley County	Texas	0.0000056000000000000000
11132	Howe Town	Grayson County	Texas	0.0000611800000000000000
11281	Hubbard City	Hill County	Texas	0.0000242333300000000000
10580	Hudson City	Angelina County	Texas	0.0000456000000000000000
11684	Hudson Oaks City	Parker County	Texas	0.0001042466700000000000
11320	Hudspeth County	Hudspeth County	Texas	0.0000065666700000000000
10790	Hughes Springs City	Cass County, Morris County	Texas	0.0000296133300000000000
11192	Humble City	Harris County	Texas	0.0004930133300000000000
11325	Hunt County	Hunt County	Texas	0.0020656733300000000000
11197	Hunters Creek Village City	Harris County	Texas	0.0000980533300000000000
10576	Huntington City	Angelina County	Texas	0.0000586133300000000000
11942	Huntsville City	Walker County	Texas	0.0005358200000000000000
11843	Hurst City	Tarrant County	Texas	0.0006612466700000000000
10919	Hutchins City	Dallas County	Texas	0.0000636733300000000000
11337	Hutchinson County	Hutchinson County	Texas	0.0004975333300000000000
11994	Hutto City	Williamson County	Texas	0.0002556400000000000000
11800	Huxley City	Shelby County	Texas	0.0000049200000000000000
11516	Idalou City	Lubbock County	Texas	0.0000133266700000000000
11880	Impact Town	Taylor County	Texas	0.0000000533300000000000
10771	Indian Lake Town	Cameron County	Texas	0.0000031533300000000000
10601	Industry City	Austin County	Texas	0.0000040266700000000000
11650	Ingleside City	Nueces County, San Patricio County	Texas	0.0002699133300000000000
11783	Ingleside On The Bay City	San Patricio County	Texas	0.0000009466700000000000
11424	Ingram City	Kerr County	Texas	0.0000349533300000000000
11152	Iola City	Grimes County	Texas	0.0000210933300000000000

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10704	Iowa Colony Village	Brazoria County	Texas	0.000027266700000000000
11977	Iowa Park City	Wichita County	Texas	0.000156580000000000000
11698	Iraan City	Pecos County	Texas	0.000000373300000000000
10666	Iredell City	Bosque County	Texas	0.000001440000000000000
11341	Irion County	Irion County	Texas	0.000060700000000000000
10922	Irving City	Dallas County	Texas	0.002852120000000000000
11017	Italy Town	Ellis County	Texas	0.000035660000000000000
11283	Itasca City	Hill County	Texas	0.000057960000000000000
11914	Ivanhoe City	Tyler County	Texas	0.000000173300000000000
11195	Jacinto City	Harris County	Texas	0.000094273300000000000
11346	Jack County	Jack County	Texas	0.000098660000000000000
11348	Jacksboro City	Jack County	Texas	0.000155026670000000000
11347	Jackson County	Jackson County	Texas	0.000253226670000000000
10807	Jacksonville City	Cherokee County	Texas	0.000534526670000000000
11108	Jamaica Beach City	Galveston County	Texas	0.000032753300000000000
11995	Jarrell City	Williamson County	Texas	0.000016153300000000000
11354	Jasper City	Jasper County	Texas	0.000522813300000000000
11352	Jasper County	Jasper County	Texas	0.001659033300000000000
11420	Jayton City	Kent County	Texas	0.000000420000000000000
11356	Jeff Davis County	Jeff Davis County	Texas	0.000056666700000000000
11530	Jefferson City	Marion County	Texas	0.000074626670000000000
11361	Jefferson County	Jefferson County	Texas	0.005044093300000000000
11196	Jersey Village City	Harris County	Texas	0.000242313300000000000
11476	Jewett City	Leon County	Texas	0.000062253300000000000
11367	Jim Hogg County	Jim Hogg County	Texas	0.000084786670000000000
11369	Jim Wells County	Jim Wells County	Texas	0.001110260000000000000
11798	Joaquin City	Shelby County	Texas	0.000005400000000000000
10663	Johnson City	Blanco County	Texas	0.000023873300000000000
11375	Johnson County	Johnson County	Texas	0.002724613300000000000
10820	Jolly City	Clay County	Texas	0.000000173300000000000
11393	Jones County	Jones County	Texas	0.000146673300000000000
10699	Jones Creek Village	Brazoria County	Texas	0.000033853300000000000
11900	Jonestown City	Travis County	Texas	0.000042793300000000000
10865	Josephine City	Collin County, Hunt County	Texas	0.000005873300000000000
11380	Joshua City	Johnson County	Texas	0.000137460000000000000
10596	Jourdanton City	Atascosa County	Texas	0.000064000000000000000
11427	Junction City	Kimble County	Texas	0.000032166670000000000
10947	Justin City	Denton County	Texas	0.000057166670000000000
11400	Karnes City	Karnes County	Texas	0.000077546670000000000
11397	Karnes County	Karnes County	Texas	0.000234993300000000000
11085	Katy City	Fort Bend County, Harris County, Waller County	Texas	0.000349780000000000000
11403	Kaufman City	Kaufman County	Texas	0.000184046670000000000
11404	Kaufman County	Kaufman County	Texas	0.002353646670000000000
11381	Keene City	Johnson County	Texas	0.000255306670000000000
11845	Keller City	Tarrant County	Texas	0.000527926670000000000
11106	Kemah City	Galveston County	Texas	0.000188833300000000000
11405	Kemp City	Kaufman County	Texas	0.000042793300000000000
11459	Kempner City	Lampasas County	Texas	0.000002200000000000000
11418	Kendall County	Kendall County	Texas	0.000670953300000000000
11074	Kendleton City	Fort Bend County	Texas	0.000000086670000000000
11401	Kenedy City	Karnes County	Texas	0.000004506670000000000
11426	Kenedy County	Kenedy County	Texas	0.000006666670000000000
11484	Kenefick Town	Liberty County	Texas	0.000002773300000000000
11317	Kennard City	Houston County	Texas	0.000000880000000000000
11847	Kennedale City	Tarrant County	Texas	0.000140160000000000000

BG Entity ID	Subdivision Name	County	State	Consolidated State Allocation
11422	Kent County	Kent County	Texas	0.000006260000000000000
11627	Kerens City	Navarro County	Texas	0.000012826670000000000
12008	Kermit City	Winkler County	Texas	0.000037680000000000000
11423	Kerr County	Kerr County	Texas	0.001456346670000000000
11425	Kerrville City	Kerr County	Texas	0.001269046670000000000
11762	Kilgore City	Rusk County, Gregg County	Texas	0.000703886670000000000
10619	Killeen City	Bell County	Texas	0.003571000000000000000
11428	Kimble County	Kimble County	Texas	0.000136533330000000000
11430	King County	King County	Texas	0.000006666670000000000
11432	Kingsville City	Kleberg County	Texas	0.000133886670000000000
11431	Kinney County	Kinney County	Texas	0.000014280000000000000
10634	Kirby City	Bexar County	Texas	0.000058346670000000000
11357	Kirbyville City	Jasper County	Texas	0.000071266670000000000
11086	Kirvin Town	Freestone County	Texas	0.000000013330000000000
11433	Kleberg County	Kleberg County	Texas	0.000827393330000000000
11137	Knollwood City	Grayson County	Texas	0.000007733330000000000
11440	Knox City Town	Knox County	Texas	0.000013080000000000000
11439	Knox County	Knox County	Texas	0.000078200000000000000
11492	Kosse Town	Limestone County	Texas	0.000016453330000000000
11183	Kountze City	Hardin County	Texas	0.000131440000000000000
11834	Kress City	Swisher County	Texas	0.000001240000000000000
10968	Krugerville City	Denton County	Texas	0.000010053330000000000
10953	Krum City	Denton County	Texas	0.000064406670000000000
10711	Kurten Town	Brazos County	Texas	0.000004573330000000000
11229	Kyle City	Hays County	Texas	0.000345566670000000000
10758	La Feria City	Cameron County	Texas	0.000069206670000000000
11047	La Grange City	Fayette County	Texas	0.000064153330000000000
11823	La Grulla City	Starr County	Texas	0.000011386670000000000
11278	La Joya City	Hidalgo County	Texas	0.000056380000000000000
11099	La Marque City	Galveston County	Texas	0.000659533330000000000
11194	La Porte City	Harris County	Texas	0.000610213330000000000
11447	La Salle County	La Salle County	Texas	0.000099833330000000000
12007	La Vernia City	Wilson County	Texas	0.000021446670000000000
11263	La Villa City	Hidalgo County	Texas	0.000003813330000000000
11349	La Ward City	Jackson County	Texas	0.000002140000000000000
11575	Lacoste City	Medina County	Texas	0.000001060000000000000
11548	Lacy-Lakeview City	Mclennan County	Texas	0.000077326670000000000
11040	Ladonia Town	Fannin County	Texas	0.000013406670000000000
11898	Lago Vista City	Travis County	Texas	0.000091786670000000000
10768	Laguna Vista Town	Cameron County	Texas	0.000024593330000000000
12020	Lake Bridgeport City	Wise County	Texas	0.000001546670000000000
11784	Lake City Town	San Patricio County	Texas	0.000019453330000000000
10958	Lake Dallas City	Denton County	Texas	0.000168760000000000000
10691	Lake Jackson City	Brazoria County	Texas	0.000505206670000000000
11726	Lake Tanglewood Village	Randall County	Texas	0.000004086670000000000
11856	Lake Worth City	Tarrant County	Texas	0.000133673330000000000
11145	Lakeport City	Gregg County	Texas	0.000003086670000000000
10584	Lakeside City Town	Archer County	Texas	0.000001480000000000000
11787	Lakeside Town	San Patricio County	Texas	0.000029826670000000000
11860	Lakeside Town	Tarrant County	Texas	0.000029826670000000000
11169	Lakeview Town	Hall County	Texas	0.000002846670000000000
11908	Lakeway City	Travis County	Texas	0.000211046670000000000
10959	Lakewood Village City	Denton County	Texas	0.000003713330000000000
11443	Lamar County	Lamar County	Texas	0.000943986670000000000
11451	Lamb County	Lamb County	Texas	0.000337873330000000000
10932	Lamesa City	Dawson County	Texas	0.000197706670000000000

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11463	Lampasas City	Lampasas County	Texas	0.0001880733300000000000
11458	Lampasas County	Lampasas County	Texas	0.0002854533300000000000
10920	Lancaster City	Dallas County	Texas	0.0006043533300000000000
11964	Laredo City	Webb County	Texas	0.0050878266700000000000
11315	Latexo City	Houston County	Texas	0.0000008266700000000000
11465	Lavaca County	Lavaca County	Texas	0.0003064866700000000000
10850	Lavon City	Collin County	Texas	0.0000495666700000000000
11862	Lawn Town	Taylor County	Texas	0.0000003866700000000000
11109	League City	Galveston County, Harris County	Texas	0.0020161200000000000000
11724	Leakey City	Real County	Texas	0.0000017066700000000000
11909	Leander City	Travis County, Williamson County	Texas	0.0005909400000000000000
10679	Leary City	Bowie County	Texas	0.0000053133300000000000
11470	Lee County	Lee County	Texas	0.0002030466700000000000
11127	Lefors Town	Gray County	Texas	0.0000010600000000000000
11472	Leon County	Leon County	Texas	0.0004492866700000000000
10635	Leon Valley City	Bexar County	Texas	0.0001550533300000000000
11477	Leona City	Leon County	Texas	0.0000058866700000000000
11045	Leonard City	Fannin County	Texas	0.0000567000000000000000
11558	Leroy City	Mclennan County	Texas	0.0000011733300000000000
11299	Levelland City	Hockley County	Texas	0.0003123200000000000000
10926	Lewisville City	Dallas County, Denton County	Texas	0.0025472933300000000000
11471	Lexington Town	Lee County	Texas	0.0000154533300000000000
11480	Liberty City	Liberty County	Texas	0.0004822866700000000000
11482	Liberty County	Liberty County	Texas	0.0035414133300000000000
11998	Liberty Hill City	Williamson County	Texas	0.0000185333300000000000
11490	Limestone County	Limestone County	Texas	0.0009045600000000000000
10967	Lincoln Park Town	Denton County	Texas	0.0000045133300000000000
11806	Lindale City	Smith County	Texas	0.0001613466700000000000
10785	Linden City	Cass County	Texas	0.0000244066700000000000
10895	Lindsay City	Cooke County	Texas	0.0000081866700000000000
11303	Lipan City	Hood County	Texas	0.0000002933300000000000
11499	Lipscomb County	Lipscomb County	Texas	0.0000675466700000000000
10963	Little Elm City	Denton County	Texas	0.0004621733300000000000
10628	Little River-Academy City	Bell County	Texas	0.0000053200000000000000
11455	Littlefield City	Lamb County	Texas	0.0000511866700000000000
10648	Live Oak City	Bexar County	Texas	0.0002182666700000000000
11501	Live Oak County	Live Oak County	Texas	0.0002647733300000000000
10702	Liverpool City	Brazoria County	Texas	0.0000095666700000000000
11700	Livingston Town	Polk County	Texas	0.0004877666700000000000
11504	Llano City	Llano County	Texas	0.0001541400000000000000
11508	Llano County	Llano County	Texas	0.0007709800000000000000
10737	Lockhart City	Caldwell County	Texas	0.0003270000000000000000
11061	Lockney Town	Floyd County	Texas	0.0000220066700000000000
11241	Log Cabin City	Henderson County	Texas	0.0000130666700000000000
11460	Lometa City	Lampasas County	Texas	0.0000078400000000000000
11329	Lone Oak City	Hunt County	Texas	0.0000113666700000000000
11610	Lone Star City	Morris County	Texas	0.0000552200000000000000
11146	Longview City	Gregg County, Harrison County	Texas	0.0032150266700000000000
11588	Loraine Town	Mitchell County	Texas	0.0000012533300000000000
11556	Lorena City	Mclennan County	Texas	0.0000226000000000000000
10903	Lorenzo City	Crosby County	Texas	0.0000757200000000000000
10759	Los Fresnos City	Cameron County	Texas	0.0000745666700000000000
10766	Los Indios Town	Cameron County	Texas	0.0000010600000000000000
11029	Lott City	Falls County	Texas	0.0000101066700000000000
11321	Lovelady City	Houston County	Texas	0.0000016600000000000000
11509	Loving County	Loving County	Texas	0.0000066666700000000000

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10856	Lowry Crossing City	Collin County	Texas	0.0000052200000000000000
11510	Lubbock City	Lubbock County	Texas	0.0021324466700000000000
11512	Lubbock County	Lubbock County	Texas	0.0091981266700000000000
10844	Lucas City	Collin County	Texas	0.0000351066700000000000
11394	Lueders City	Jones County	Texas	0.0000033866700000000000
10575	Lufkin City	Angelina County	Texas	0.0018772800000000000000
10743	Luling City	Caldwell County, Guadalupe County	Texas	0.0001961400000000000000
11184	Lumberton City	Hardin County	Texas	0.0002440600000000000000
11988	Lyford City	Willacy County	Texas	0.0000204733300000000000
11518	Lynn County	Lynn County	Texas	0.0000418333300000000000
10599	Lytle City	Atascosa County, Bexar County, Medina County	Texas	0.0000481533300000000000
11415	Mabank Town	Kaufman County, Henderson County	Texas	0.0001296200000000000000
11526	Madison County	Madison County	Texas	0.0003299466700000000000
11524	Madisonville City	Madison County	Texas	0.0000763866700000000000
11598	Magnolia City	Montgomery County	Texas	0.0001735400000000000000
11237	Malakoff City	Henderson County	Texas	0.0000840933300000000000
11285	Malone Town	Hill County	Texas	0.0000029266700000000000
11889	Manor City	Travis County	Texas	0.0000833266700000000000
11389	Mansfield City	Johnson County, Tarrant County, Ellis County	Texas	0.0010052533300000000000
10694	Manvel City	Brazoria County	Texas	0.0000820333300000000000
10735	Marble Falls City	Burnet County	Texas	0.0002469266700000000000
11715	Marfa City	Presidio County	Texas	0.0000043333300000000000
10793	Marietta Town	Cass County	Texas	0.0000022533300000000000
11155	Marion City	Guadalupe County	Texas	0.0000018333300000000000
11529	Marion County	Marion County	Texas	0.0003648533300000000000
11035	Marlin City	Falls County	Texas	0.0001442266700000000000
11474	Marquez City	Leon County	Texas	0.0000088133300000000000
11211	Marshall City	Harrison County	Texas	0.0007224733300000000000
11496	Mart City	Limestone County, Mclennan County	Texas	0.0000061866700000000000
11528	Martin County	Martin County	Texas	0.0000724133300000000000
10736	Martindale City	Caldwell County	Texas	0.0000162466700000000000
11534	Mason City	Mason County	Texas	0.0000051800000000000000
11537	Mason County	Mason County	Texas	0.0000208933300000000000
11616	Matador Town	Motley County	Texas	0.0000080200000000000000
11535	Matagorda County	Matagorda County	Texas	0.0009015933300000000000
11776	Mathis City	San Patricio County	Texas	0.0001048000000000000000
10671	Maud City	Bowie County	Texas	0.0000028200000000000000
11539	Maverick County	Maverick County	Texas	0.0007727933300000000000
11021	Maypearl City	Ellis County	Texas	0.0000065733300000000000
11262	Mcallen City	Hidalgo County	Texas	0.0024294933300000000000
11927	Mccamey City	Upton County	Texas	0.0000036133300000000000
11543	Mcculloch County	Mcculloch County	Texas	0.0001334733300000000000
11561	Mcgregor City	Mclennan County, Coryell County	Texas	0.0000610333300000000000
10839	Mckinney City	Collin County	Texas	0.0030025533300000000000
11124	Mclean Town	Gray County	Texas	0.0000000933300000000000
11757	Mclendon-Chisholm City	Rockwall County	Texas	0.0000027400000000000000
11542	Mclennan County	Mclennan County	Texas	0.0035309400000000000000
11560	Mcmullen County	Mcmullen County	Texas	0.0000066666700000000000
11874	Meadow Town	Terry County	Texas	0.0000074733300000000000
10733	Meadowlakes City	Burnet County	Texas	0.0000060333300000000000
11069	Meadows Place City	Fort Bend County	Texas	0.0001209866700000000000
11563	Medina County	Medina County	Texas	0.0003223666700000000000
10588	Megargel Town	Archer County	Texas	0.0000040733300000000000
10847	Melissa City	Collin County	Texas	0.0001025400000000000000

BG Entity ID	Subdivision Name	County	State	Consolidated State Allocation
11540	Melvin Town	Mcculloch County	Texas	0.0000023000000000000000
11171	Memphis City	Hall County	Texas	0.0000480200000000000000
11572	Menard City	Menard County	Texas	0.0000066066700000000000
11568	Menard County	Menard County	Texas	0.0000981133300000000000
11266	Mercedes City	Hidalgo County	Texas	0.0001429400000000000000
10665	Meridian City	Bosque County	Texas	0.0000236400000000000000
11863	Merkel Town	Taylor County	Texas	0.0000674466700000000000
11290	Mertens Town	Hill County	Texas	0.0000015933300000000000
11342	Mertzon City	Irion County	Texas	0.0000001933300000000000
10934	Mesquite City	Dallas County, Kaufman County	Texas	0.0020713933300000000000
11495	Mexia City	Limestone County	Texas	0.0001406400000000000000
11743	Miami City	Roberts County	Texas	0.0000030333300000000000
11531	Midland City	Martin County, Midland County	Texas	0.0034789933300000000000
11569	Midland County	Midland County	Texas	0.0018661800000000000000
11019	Midlothian City	Ellis County	Texas	0.0006386600000000000000
11527	Midway City	Madison County	Texas	0.0000052000000000000000
11570	Milam County	Milam County	Texas	0.0006492400000000000000
11578	Milano City	Milam County	Texas	0.0000060266700000000000
11628	Mildred Town	Navarro County	Texas	0.0000019066700000000000
11754	Miles City	Runnels County	Texas	0.0000006200000000000000
11018	Milford Town	Ellis County	Texas	0.0000411800000000000000
11883	Miller'S Cove Town	Titus County	Texas	0.0000006466700000000000
10709	Millican Town	Brazos County	Texas	0.0000027800000000000000
11577	Mills County	Mills County	Texas	0.0001328733300000000000
11688	Millsap Town	Parker County	Texas	0.0000002266700000000000
12021	Mineola City	Wood County	Texas	0.0003247933300000000000
11677	Mineral Wells City	Palo Pinto County, Parker County	Texas	0.0006137400000000000000
11667	Mingus City	Palo Pinto County	Texas	0.0000012600000000000000
11261	Mission City	Hidalgo County	Texas	0.0008317866700000000000
11081	Missouri City	Fort Bend County, Harris County	Texas	0.0013975533300000000000
11581	Mitchell County	Mitchell County	Texas	0.0001390000000000000000
11975	Mobeetie City	Wheeler County	Texas	0.0000034667000000000000
11751	Mobile City	Rockwall County	Texas	0.0000135600000000000000
11960	Monahans City	Ward County, Winkler County	Texas	0.0000389933300000000000
10805	Mont Belvieu City	Chambers County, Liberty County	Texas	0.0001311266700000000000
11580	Montague County	Montague County	Texas	0.0006319733300000000000
11592	Montgomery City	Montgomery County	Texas	0.0000125600000000000000
11589	Montgomery County	Montgomery County	Texas	0.0180060733300000000000
11550	Moody City	Mclennan County	Texas	0.0000055200000000000000
11604	Moore County	Moore County	Texas	0.0002708466700000000000
11254	Moore Station City	Henderson County	Texas	0.0000051466700000000000
11796	Moran City	Shackelford County	Texas	0.0000033333300000000000
10667	Morgan City	Bosque County	Texas	0.0000040333300000000000
11203	Morgan'S Point City	Harris County	Texas	0.0000207000000000000000
10627	Morgan'S Point Resort City	Bell County	Texas	0.0000534933300000000000
11607	Morris County	Morris County	Texas	0.0003555200000000000000
10823	Morton City	Cochran County	Texas	0.0000011133300000000000
11613	Motley County	Motley County	Texas	0.0000222933300000000000
11464	Moulton Town	Lavaca County	Texas	0.0000066600000000000000
11286	Mount Calm City	Hill County	Texas	0.0000040333300000000000
11764	Mount Enterprise City	Rusk County	Texas	0.0000122133300000000000
11879	Mount Pleasant City	Titus County	Texas	0.0004378933300000000000
11084	Mount Vernon Town	Franklin County	Texas	0.0000403266700000000000
11231	Mountain City	Hays County	Texas	0.0000103200000000000000
10880	Muenster City	Cooke County	Texas	0.0000310400000000000000
10607	Muleshoe City	Bailey County	Texas	0.0000327333300000000000

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11583	Mullin Town	Mills County	Texas	0.000002560000000000000
11441	Munday City	Knox County	Texas	0.000013646670000000000
11252	Murchison City	Henderson County	Texas	0.000015346670000000000
10840	Murphy City	Collin County	Texas	0.000345953330000000000
11903	Mustang Ridge City	Travis County, Bastrop County, Caldwell County	Texas	0.000016413330000000000
11642	Mustang Town	Navarro County	Texas	0.000000046670000000000
11618	Nacogdoches City	Nacogdoches County	Texas	0.001373280000000000000
11614	Nacogdoches County	Nacogdoches County	Texas	0.001323886670000000000
11612	Naples City	Morris County	Texas	0.000028160000000000000
10680	Nash City	Bowie County	Texas	0.000053326670000000000
11205	Nassau Bay City	Harris County	Texas	0.000074980000000000000
11566	Natalia City	Medina County	Texas	0.000004166670000000000
11619	Navarro County	Navarro County	Texas	0.000690086670000000000
11629	Navarro Town	Navarro County	Texas	0.000002226670000000000
10714	Navasota City	Brazos County, Grimes County	Texas	0.000251173330000000000
10797	Nazareth City	Castro County	Texas	0.000000826670000000000
11359	Nederland City	Jefferson County	Texas	0.000297233330000000000
11064	Needville City	Fort Bend County	Texas	0.000068940000000000000
10841	Nevada City	Collin County	Texas	0.000001580000000000000
11159	New Berlin City	Guadalupe County	Texas	0.000000026670000000000
10673	New Boston City	Bowie County	Texas	0.000046353330000000000
10876	New Braunfels City	Comal County, Guadalupe County	Texas	0.002048753330000000000
11813	New Chapel Hill City	Smith County	Texas	0.000001920000000000000
11520	New Deal Town	Lubbock County	Texas	0.000002253330000000000
12018	New Fairview City	Wise County	Texas	0.000015560000000000000
11525	New Home City	Lynn County	Texas	0.000000060000000000000
10848	New Hope Town	Collin County	Texas	0.000006826670000000000
11767	New London City	Rusk County	Texas	0.000027526670000000000
10812	New Summerfield City	Cherokee County	Texas	0.000002946670000000000
11946	New Waverly City	Walker County	Texas	0.000017080000000000000
11867	Newark City	Tarrant County, Wise County	Texas	0.000003466670000000000
12032	Newcastle City	Young County	Texas	0.000006093330000000000
11643	Newton City	Newton County	Texas	0.000040680000000000000
11639	Newton County	Newton County	Texas	0.001053373330000000000
11330	Neylandville Town	Hunt County	Texas	0.000001086670000000000
10745	Niederwald City	Caldwell County, Hays County	Texas	0.000000106670000000000
11118	Nixon City	Gonzales County, Wilson County	Texas	0.000015220000000000000
11586	Nocona City	Montague County	Texas	0.000110240000000000000
11645	Nolan County	Nolan County	Texas	0.000335080000000000000
10629	Nolanville City	Bell County	Texas	0.000028133330000000000
11368	Nome City	Jefferson County	Texas	0.000002606670000000000
11812	Noonday City	Smith County	Texas	0.000001506670000000000
10940	Nordheim City	De Witt County	Texas	0.000004646670000000000
11481	Normangee Town	Leon County, Madison County	Texas	0.000041280000000000000
11486	North Cleveland City	Liberty County	Texas	0.000000700000000000000
11850	North Richland Hills City	Tarrant County	Texas	0.000976126670000000000
10955	Northlake Town	Denton County	Texas	0.000059366670000000000
10833	Novice City	Coleman County	Texas	0.000000506670000000000
11648	Nueces County	Nueces County	Texas	0.009119546670000000000
11413	Oak Grove Town	Kaufman County	Texas	0.000018460000000000000
11024	Oak Leaf City	Ellis County	Texas	0.000004080000000000000
10966	Oak Point City	Denton County	Texas	0.000060073330000000000
11593	Oak Ridge North City	Montgomery County	Texas	0.000223413330000000000
10888	Oak Ridge Town	Cooke County	Texas	0.000002386670000000000
11414	Oak Ridge Town	Kaufman County	Texas	0.000002386670000000000

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11634	Oak Valley Town	Navarro County	Texas	0.000000046670000000000
11475	Oakwood Town	Leon County, Freestone County	Texas	0.000000986700000000000
11221	O'Brien City	Haskell County	Texas	0.000000506700000000000
11657	Ochiltree County	Ochiltree County	Texas	0.000103173330000000000
11779	Odem City	San Patricio County	Texas	0.000049466670000000000
11003	Odessa City	Ector County, Midland County	Texas	0.003727753330000000000
11522	O'Donnell City	Lynn County, Dawson County	Texas	0.000000180000000000000
10893	Oglesby City	Coryell County	Texas	0.000001933300000000000
10801	Old River-Winfree City	Chambers County, Liberty County	Texas	0.000144353330000000000
11661	Oldham County	Oldham County	Texas	0.000068786700000000000
10637	Olmos Park City	Bexar County	Texas	0.000065340000000000000
12034	Olney City	Young County	Texas	0.000040586700000000000
11456	Olton City	Lamb County	Texas	0.000007980000000000000
11611	Omaha City	Morris County	Texas	0.000027900000000000000
11705	Onalaska City	Polk County	Texas	0.000211026670000000000
11296	Opdyke West Town	Hockley County	Texas	0.000031933300000000000
11660	Orange City	Orange County	Texas	0.002075593330000000000
11659	Orange County	Orange County	Texas	0.004598786670000000000
11372	Orange Grove City	Jim Wells County	Texas	0.000011180000000000000
11079	Orchard City	Fort Bend County	Texas	0.000005780000000000000
11922	Ore City	Upshur County	Texas	0.000045373330000000000
11765	Overton City	Rusk County, Smith County	Texas	0.000052666670000000000
10933	Ovilla City	Dallas County, Ellis County	Texas	0.000089273330000000000
10701	Oyster Creek City	Brazoria County	Texas	0.000064220000000000000
10906	Paducah Town	Cottle County	Texas	0.000000833330000000000
10884	Paint Rock Town	Concho County	Texas	0.000000940000000000000
11533	Palacios City	Matagorda County	Texas	0.000093573330000000000
10572	Palestine City	Anderson County	Texas	0.001186726670000000000
11719	Palisades Village	Randall County	Texas	0.000001600000000000000
10770	Palm Valley City	Cameron County	Texas	0.000012786670000000000
11022	Palmer Town	Ellis County	Texas	0.000084440000000000000
11275	Palmhurst City	Hidalgo County	Texas	0.000031066670000000000
11276	Palmview City	Hidalgo County	Texas	0.000050513330000000000
11670	Palo Pinto County	Palo Pinto County	Texas	0.000830806670000000000
11126	Pampa City	Gray County	Texas	0.000448180000000000000
10774	Panhandle Town	Carson County	Texas	0.000063573330000000000
11675	Panola County	Panola County	Texas	0.000537993330000000000
11599	Panorama Village City	Montgomery County	Texas	0.000008613330000000000
11855	Pantego Town	Tarrant County	Texas	0.000085986700000000000
12014	Paradise City	Wise County	Texas	0.000000346670000000000
11445	Paris City	Lamar County	Texas	0.001341200000000000000
10849	Parker City	Collin County	Texas	0.000068713330000000000
11678	Parker County	Parker County	Texas	0.003175026670000000000
11695	Parmer County	Parmer County	Texas	0.000105773330000000000
11198	Pasadena City	Harris County	Texas	0.002376906670000000000
11952	Pattison City	Waller County	Texas	0.000007653330000000000
11594	Patton Village City	Montgomery County	Texas	0.000061786700000000000
11247	Payne Springs Town	Henderson County	Texas	0.000011800000000000000
10706	Pearland City	Brazoria County, Fort Bend County, Harris County	Texas	0.002225013330000000000
11091	Pearsall City	Frio County	Texas	0.000077133330000000000
10948	Pecan Gap City	Delta County	Texas	0.000004793330000000000
11025	Pecan Hill City	Ellis County	Texas	0.000001526670000000000
11734	Pecos City	Reeves County	Texas	0.000050813330000000000
11701	Pecos County	Pecos County	Texas	0.000313313330000000000
11858	Pelican Bay City	Tarrant County	Texas	0.000007993330000000000

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11289	Penelope Town	Hill County	Texas	0.0000027666700000000000
11272	Penitas City	Hidalgo County	Texas	0.0000020800000000000000
11656	Perryton City	Ochiltree County	Texas	0.0001557600000000000000
11163	Petersburg City	Hale County	Texas	0.0000112733300000000000
10819	Petrolia City	Clay County	Texas	0.0000001133300000000000
11651	Petronila City	Nueces County	Texas	0.0000000333300000000000
11901	Pflugerville City	Travis County, Williamson County	Texas	0.0005760533300000000000
11268	Pharr City	Hidalgo County	Texas	0.0009648066700000000000
10890	Pilot Point City	Cooke County, Denton County, Grayson County	Texas	0.0000774200000000000000
11668	Pine Forest City	Orange County	Texas	0.0000259600000000000000
11950	Pine Island Town	Waller County	Texas	0.0000209400000000000000
11664	Pinehurst City	Orange County	Texas	0.0002178066700000000000
11766	Pineland City	Sabine County	Texas	0.0000275866700000000000
11204	Piney Point Village City	Harris County	Texas	0.0001049200000000000000
10773	Pittsburg City	Camp County	Texas	0.0001368400000000000000
12031	Plains Town	Yoakum County	Texas	0.0000086000000000000000
11166	Plainview City	Hale County	Texas	0.0004019866700000000000
10862	Plano City	Collin County, Denton County	Texas	0.0076773866700000000000
11076	Pleak Village	Fort Bend County	Texas	0.0000018000000000000000
11981	Pleasant Valley Town	Wichita County	Texas	0.0000020533300000000000
10594	Pleasanton City	Atascosa County	Texas	0.0001934066700000000000
11485	Plum Grove City	Liberty County	Texas	0.0000017200000000000000
11775	Point Blank City	San Jacinto County	Texas	0.0000023666700000000000
11714	Point City	Rains County	Texas	0.0000101266700000000000
10749	Point Comfort City	Calhoun County	Texas	0.0000029800000000000000
11894	Point Venture Village	Travis County	Texas	0.0000039200000000000000
11702	Polk County	Polk County	Texas	0.0024722066700000000000
10969	Ponder Town	Denton County	Texas	0.0000085466700000000000
11653	Port Aransas City	Nueces County	Texas	0.0002068133300000000000
11365	Port Arthur City	Jefferson County, Orange County	Texas	0.0024529666700000000000
10763	Port Isabel City	Cameron County	Texas	0.0000653466700000000000
10747	Port Lavaca City	Calhoun County	Texas	0.0000783466700000000000
11358	Port Neches City	Jefferson County	Texas	0.0002589933300000000000
11655	Portland City	Nueces County, San Patricio County	Texas	0.0005101133300000000000
11114	Post City	Garza County	Texas	0.0000155466700000000000
11407	Post Oak Bend City Town	Kaufman County	Texas	0.0000068933300000000000
10598	Poteet City	Atascosa County	Texas	0.0000451133300000000000
12004	Poth Town	Wilson County	Texas	0.0000264933300000000000
11704	Potter County	Potter County	Texas	0.0024780066700000000000
11133	Pottsboro Town	Grayson County	Texas	0.0000820133300000000000
11638	Powell Town	Navarro County	Texas	0.0000073333300000000000
11253	Poynor Town	Henderson County	Texas	0.0000078666700000000000
11951	Prairie View City	Waller County	Texas	0.0000506666700000000000
11376	Premont City	Jim Wells County	Texas	0.0000221400000000000000
11712	Presidio City	Presidio County	Texas	0.0000009866700000000000
11709	Presidio County	Presidio County	Texas	0.0000052466700000000000
10764	Primera Town	Cameron County	Texas	0.0000197200000000000000
10843	Princeton City	Collin County	Texas	0.0001283000000000000000
11265	Progreso City	Hidalgo County	Texas	0.0000538133300000000000
11273	Progreso Lakes City	Hidalgo County	Texas	0.0000002600000000000000
10861	Prosper Town	Collin County, Denton County	Texas	0.0001518000000000000000
10954	Providence Village Town	Denton County	Texas	0.0000033866700000000000
10760	Putnam Town	Callahan County	Texas	0.0000009333300000000000
11962	Pyote Town	Ward County	Texas	0.0000001466700000000000
11178	Quanah City	Hardeman County	Texas	0.0000013800000000000000

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10787	Queen City	Cass County	Texas	0.0000322466700000000000
11331	Quinlan City	Hunt County	Texas	0.0000486933300000000000
10705	Quintana Town	Brazoria County	Texas	0.0000032800000000000000
10716	Quitaque City	Briscoe County	Texas	0.0000000533300000000000
12023	Quitman City	Wood County	Texas	0.0001041266700000000000
11710	Rains County	Rains County	Texas	0.0003546000000000000000
10907	Ralls City	Crosby County	Texas	0.0000264466700000000000
10769	Rancho Viejo Town	Cameron County	Texas	0.0000255733300000000000
11720	Randall County	Randall County	Texas	0.0018541733300000000000
10999	Ranger City	Eastland County	Texas	0.0000812400000000000000
11926	Rankin City	Upton County	Texas	0.0000107533300000000000
11517	Ransom Canyon Town	Lubbock County	Texas	0.0000062000000000000000
11046	Ravenna City	Fannin County	Texas	0.0000045666700000000000
11983	Raymondville City	Willacy County	Texas	0.0000497733300000000000
11721	Reagan County	Reagan County	Texas	0.0001681000000000000000
11731	Real County	Real County	Texas	0.0000338200000000000000
10677	Red Lick City	Bowie County	Texas	0.0000001533300000000000
11020	Red Oak City	Ellis County	Texas	0.0001789533300000000000
11727	Red River County	Red River County	Texas	0.0001953733300000000000
10678	Redwater City	Bowie County	Texas	0.0000070533300000000000
11738	Reeves County	Reeves County	Texas	0.0006890000000000000000
11736	Refugio County	Refugio County	Texas	0.0003081066700000000000
11742	Refugio Town	Refugio County	Texas	0.0000589266700000000000
10815	Reklaw City	Cherokee County	Texas	0.0000075733300000000000
11449	Reno City	Lamar County	Texas	0.0000744266700000000000
11693	Reno City	Parker County	Texas	0.0000252733300000000000
11636	Retreat Town	Navarro County	Texas	0.0000003466700000000000
12016	Rhome City	Wise County	Texas	0.0000819000000000000000
11631	Rice City	Navarro County	Texas	0.0000131466700000000000
10854	Richardson City	Collin County, Dallas County	Texas	0.0017354333300000000000
11857	Richland Hills City	Tarrant County	Texas	0.0001629200000000000000
11788	Richland Springs Town	San Saba County	Texas	0.0000148933300000000000
11635	Richland Town	Navarro County	Texas	0.0000014000000000000000
11065	Richmond City	Fort Bend County	Texas	0.0005173733300000000000
10688	Richwood City	Brazoria County	Texas	0.0000807466700000000000
11557	Riesel City	Mclennan County	Texas	0.0000074533300000000000
11970	Rio Bravo City	Webb County	Texas	0.0000569866700000000000
11821	Rio Grande City	Starr County	Texas	0.0001729800000000000000
10762	Rio Hondo City	Cameron County	Texas	0.0000236666700000000000
11379	Rio Vista City	Johnson County	Texas	0.0000294600000000000000
11000	Rising Star Town	Eastland County	Texas	0.0000128866700000000000
11851	River Oaks City	Tarrant County	Texas	0.0000794466700000000000
11940	Riverside City	Walker County	Texas	0.0000057200000000000000
10981	Roanoke City	Denton County, Tarrant County	Texas	0.0000018333300000000000
11615	Roaring Springs Town	Motley County	Texas	0.0000030733300000000000
10827	Robert Lee City	Coke County	Texas	0.0000005666700000000000
11755	Roberts County	Roberts County	Texas	0.0000036466700000000000
11744	Robertson County	Robertson County	Texas	0.0002976133300000000000
11547	Robinson City	Mclennan County	Texas	0.0001200133300000000000
11652	Robstown City	Nueces County	Texas	0.0002676933300000000000
11063	Roby City	Fisher County	Texas	0.0000028533300000000000
11223	Rochester Town	Haskell County	Texas	0.0000044933300000000000
11571	Rockdale City	Milam County	Texas	0.0001398200000000000000
10582	Rockport City	Aransas County	Texas	0.0003616866700000000000
11007	Rocksprings Town	Edwards County	Texas	0.0000001666700000000000
11748	Rockwall City	Rockwall County	Texas	0.0007620533300000000000

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11753	Rockwall County	Rockwall County	Texas	0.0011254666700000000000
10777	Rocky Mound Town	Camp County	Texas	0.0000018666700000000000
10620	Rogers Town	Bell County	Texas	0.0000254533300000000000
11890	Rollingwood City	Travis County	Texas	0.0000316933300000000000
11818	Roma City	Starr County	Texas	0.0001108600000000000000
11601	Roman Forest Town	Montgomery County	Texas	0.0000574000000000000000
11292	Ropesville City	Hockley County	Texas	0.0000141466700000000000
11641	Roscoe City	Nolan County	Texas	0.0000051866700000000000
11669	Rose City	Orange County	Texas	0.0000267466700000000000
11187	Rose Hill Acres City	Hardin County	Texas	0.0000154066700000000000
11034	Rosebud City	Falls County	Texas	0.0000099266700000000000
11068	Rosenberg City	Fort Bend County	Texas	0.0008439533300000000000
11559	Ross City	Mclennan County	Texas	0.0000009800000000000000
11412	Rosser Village	Kaufman County	Texas	0.0000036600000000000000
11054	Rotan City	Fisher County	Texas	0.0000099533300000000000
10659	Round Mountain Town	Blanco County	Texas	0.0000030266700000000000
11905	Round Rock City	Travis County, Williamson County	Texas	0.0031732800000000000000
11055	Round Top Town	Fayette County	Texas	0.0000009333300000000000
10935	Rowlett City	Dallas County, Rockwall County	Texas	0.0006664200000000000000
11446	Roxton City	Lamar County	Texas	0.0000003133300000000000
11339	Royse City	Hunt County, Rockwall County, Collin County	Texas	0.0001566266700000000000
11222	Rule Town	Haskell County	Texas	0.0000053333300000000000
12017	Runaway Bay City	Wise County	Texas	0.0000462066700000000000
11402	Runge Town	Karnes County	Texas	0.0000017000000000000000
11756	Runnels County	Runnels County	Texas	0.0002255400000000000000
10806	Rusk City	Cherokee County	Texas	0.0001199400000000000000
11758	Rusk County	Rusk County	Texas	0.0010092666700000000000
11933	Sabinal City	Uvalde County	Texas	0.0000120733300000000000
11763	Sabine County	Sabine County	Texas	0.0003098600000000000000
10860	Sachse City	Collin County, Dallas County	Texas	0.0001560000000000000000
11140	Sadler City	Grayson County	Texas	0.0000061666700000000000
11849	Saginaw City	Tarrant County	Texas	0.0002131533300000000000
10624	Salado Village	Bell County	Texas	0.0000214000000000000000
11887	San Angelo City	Tom Green County	Texas	0.0035767266700000000000
10653	San Antonio City	Bexar County, Comal County, Medina County	Texas	0.0291027733300000000000
11772	San Augustine City	San Augustine County	Texas	0.0001678800000000000000
11770	San Augustine County	San Augustine County	Texas	0.0002523600000000000000
10761	San Benito City	Cameron County	Texas	0.0002667666700000000000
10989	San Diego City	Duval County, Jim Wells County	Texas	0.0000784733300000000000
11005	San Elizario City	El Paso County	Texas	0.0000522066700000000000
10602	San Felipe Town	Austin County	Texas	0.0000099866700000000000
11771	San Jacinto County	San Jacinto County	Texas	0.0013159866700000000000
11264	San Juan City	Hidalgo County	Texas	0.0001923000000000000000
11904	San Leanna Village	Travis County	Texas	0.0000002400000000000000
10739	San Marcos City	Caldwell County, Guadalupe County, Hays County	Texas	0.0021712533300000000000
11782	San Patricio City	San Patricio County	Texas	0.0000280866700000000000
11777	San Patricio County	San Patricio County	Texas	0.0018127733300000000000
11985	San Perlita City	Willacy County	Texas	0.0000147933300000000000
11786	San Saba City	San Saba County	Texas	0.0000670466700000000000
11785	San Saba County	San Saba County	Texas	0.0001170800000000000000
11682	Sanctuary Town	Parker County	Texas	0.0000001133300000000000
10633	Sandy Oaks City	Bexar County	Texas	0.0000657533300000000000
10682	Sandy Point City	Brazoria County	Texas	0.0000109133300000000000

BG Entity ID	Subdivision Name	County	State	Consolidated State Allocation
11343	Sanford Town	Hutchinson County	Texas	0.000002053330000000000
10952	Sanger City	Denton County	Texas	0.000148246670000000000
11848	Sansom Park City	Tarrant County	Texas	0.000001486670000000000
10829	Santa Anna Town	Coleman County	Texas	0.000002193330000000000
11161	Santa Clara City	Guadalupe County	Texas	0.000000580000000000000
11100	Santa Fe City	Galveston County	Texas	0.000221813330000000000
10767	Santa Rosa Town	Cameron County	Texas	0.000014253330000000000
11044	Savoy City	Fannin County	Texas	0.000015660000000000000
10655	Schertz City	Bexar County, Comal County, Guadalupe County	Texas	0.000400733330000000000
11789	Schleicher County	Schleicher County	Texas	0.000037966670000000000
11052	Schulenburg City	Fayette County	Texas	0.000017066670000000000
10590	Scotland City	Archer County	Texas	0.000009866700000000000
11215	Scottsville City	Harrison County	Texas	0.000004720000000000000
11791	Scurry County	Scurry County	Texas	0.000487440000000000000
11406	Scurry Town	Kaufman County	Texas	0.000007400000000000000
10798	Seabrook City	Chambers County, Galveston County, Harris County	Texas	0.000201800000000000000
10748	Seadrift City	Calhoun County	Texas	0.000006606700000000000
10930	Seagoville City	Dallas County, Kaufman County	Texas	0.000114040000000000000
11088	Seagraves City	Gaines County	Texas	0.000050206670000000000
10604	Sealy City	Austin County	Texas	0.000137580000000000000
11157	Seguin City	Guadalupe County	Texas	0.002510253330000000000
10651	Selma City	Bexar County, Comal County, Guadalupe County	Texas	0.000149526670000000000
11097	Seminole City	Gaines County	Texas	0.000107280000000000000
11706	Seven Oaks City	Polk County	Texas	0.000026113330000000000
11256	Seven Points City	Henderson County, Kaufman County	Texas	0.000049680000000000000
10625	Seymour City	Baylor County	Texas	0.000094786670000000000
11793	Shackelford County	Shackelford County	Texas	0.000008586670000000000
10957	Shady Shores Town	Denton County	Texas	0.000003960000000000000
11513	Shallowater City	Lubbock County	Texas	0.000012713330000000000
11973	Shamrock City	Wheeler County	Texas	0.000028853330000000000
10640	Shavano Park City	Bexar County	Texas	0.000021186670000000000
11794	Shelby County	Shelby County	Texas	0.000732833330000000000
11603	Shenandoah City	Montgomery County	Texas	0.000314146670000000000
11774	Shepherd City	San Jacinto County	Texas	0.000009800000000000000
11135	Sherman City	Grayson County	Texas	0.002203900000000000000
11799	Sherman County	Sherman County	Texas	0.000052866670000000000
11462	Shiner City	Lavaca County	Texas	0.000026946670000000000
10813	Shoreacres City	Chambers County, Harris County	Texas	0.000006386670000000000
11185	Silsbee City	Hardin County	Texas	0.000442946670000000000
10718	Silverton City	Briscoe County	Texas	0.000000093330000000000
11072	Simonton City	Fort Bend County	Texas	0.000012706670000000000
11778	Sinton City	San Patricio County	Texas	0.000157720000000000000
10784	Skellytown Town	Carson County	Texas	0.000002666670000000000
11514	Slaton City	Lubbock County	Texas	0.000001026670000000000
11119	Smiley City	Gonzales County	Texas	0.000004366670000000000
11807	Smith County	Smith County	Texas	0.005059740000000000000
10616	Smithville City	Bastrop County	Texas	0.000113393330000000000
11297	Smyer Town	Hockley County	Texas	0.000002000000000000000
10730	Snook City	Burleson County	Texas	0.000009480000000000000
11792	Snyder City	Scurry County	Texas	0.000060120000000000000
11008	Socorro City	El Paso County	Texas	0.000074166670000000000
10652	Somerset City	Bexar County	Texas	0.000010180000000000000
11816	Somervell County	Somervell County	Texas	0.000380506670000000000

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10725	Somerville City	Burleson County	Texas	0.0000253733300000000000
11829	Sonora City	Sutton County	Texas	0.0000489133300000000000
11181	Sour Lake City	Hardin County	Texas	0.0001190400000000000000
11200	South Houston City	Harris County	Texas	0.0001708000000000000000
10894	South Mountain Town	Coryell County	Texas	0.0000010266700000000000
10772	South Padre Island Town	Cameron County	Texas	0.0002041933300000000000
11864	Southlake City	Tarrant County, Denton County	Texas	0.0004723066700000000000
11141	Southmayd City	Grayson County	Texas	0.0000473066700000000000
11199	Southside Place City	Harris County	Texas	0.0000059000000000000000
11176	Spearman City	Hansford County	Texas	0.0000933333300000000000
11597	Splendora City	Montgomery County	Texas	0.0000517066700000000000
11436	Spofford City	Kinney County	Texas	0.0000000466700000000000
11201	Spring Valley Village City	Harris County	Texas	0.0001093600000000000000
11457	Springlake Town	Lamb County	Texas	0.0000000200000000000000
11692	Springtown City	Parker County, Wise County	Texas	0.0000949600000000000000
10985	Spur City	Dickens County	Texas	0.0000028466700000000000
10650	St. Hedwig Town	Bexar County	Texas	0.0000007400000000000000
11587	St. Jo City	Montague County	Texas	0.0000490666700000000000
10846	St. Paul Town	Collin County	Texas	0.0000001400000000000000
11080	Stafford City	Fort Bend County, Harris County	Texas	0.0005009666700000000000
11602	Stagecoach Town	Montgomery County	Texas	0.0000202400000000000000
11390	Stamford City	Jones County, Haskell County	Texas	0.0000026533300000000000
11532	Stanton City	Martin County	Texas	0.0000255866700000000000
11154	Staples City	Guadalupe County	Texas	0.0000001266700000000000
11249	Star Harbor City	Henderson County	Texas	0.0000010066700000000000
11820	Starr County	Starr County	Texas	0.0006659733300000000000
11822	Stephens County	Stephens County	Texas	0.0002349600000000000000
11030	Stephenville City	Erath County	Texas	0.0005564800000000000000
11828	Sterling City	Sterling County	Texas	0.0000004133300000000000
11825	Sterling County	Sterling County	Texas	0.0000062600000000000000
11340	Stinnett City	Hutchinson County	Texas	0.0000273133300000000000
12002	Stockdale City	Wilson County	Texas	0.0000049400000000000000
11827	Stonewall County	Stonewall County	Texas	0.0000121466700000000000
11801	Stratford City	Sherman County	Texas	0.0000558533300000000000
11671	Strawn City	Palo Pinto County	Texas	0.0000065800000000000000
11090	Streetman Town	Freestone County	Texas	0.0000003333300000000000
11461	Sudan City	Lamb County	Texas	0.0000002133300000000000
11066	Sugar Land City	Fort Bend County	Texas	0.0021437400000000000000
11274	Sullivan City	Hidalgo County	Texas	0.0000408066700000000000
11310	Sulphur Springs City	Hopkins County	Texas	0.0008306866700000000000
11450	Sun Valley City	Lamar County	Texas	0.0000000266700000000000
11298	Sundown City	Hockley County	Texas	0.0000172800000000000000
10921	Sunnyvale Town	Dallas County	Texas	0.0000216533300000000000
11608	Sunray City	Moore County	Texas	0.0000171400000000000000
11511	Sunrise Beach Village City	Llano County	Texas	0.0000138866700000000000
11906	Sunset Valley City	Travis County	Texas	0.0000628333300000000000
10695	Surfside Beach City	Brazoria County	Texas	0.0000435333300000000000
11824	Sutton County	Sutton County	Texas	0.0000436066700000000000
10686	Sweeny City	Brazoria County	Texas	0.0000300200000000000000
11644	Sweetwater City	Nolan County	Texas	0.0004549866700000000000
11835	Swisher County	Swisher County	Texas	0.0000483400000000000000
11780	Taft City	San Patricio County	Texas	0.0000390733300000000000
11523	Tahoka City	Lynn County	Texas	0.0000028666700000000000
11885	Talco City	Titus County	Texas	0.0000024800000000000000
11409	Talty Town	Kaufman County	Texas	0.0000608266700000000000
11833	Tarrant County	Tarrant County	Texas	0.0411410600000000000000

BG Entity ID	Subdivision Name	County	State	Consolidated State Allocation
11680	Tatum City	Panola County, Rusk County	Texas	0.000006480000000000000
11997	Taylor City	Williamson County	Texas	0.000386300000000000000
11866	Taylor County	Taylor County	Texas	0.002340520000000000000
11210	Taylor Lake Village City	Harris County	Texas	0.000002746670000000000
11364	Taylor Landing City	Jefferson County	Texas	0.000001020000000000000
11096	Teague City	Freestone County	Texas	0.000011426670000000000
11498	Tehuacana Town	Limestone County	Texas	0.000000080000000000000
10621	Temple City	Bell County	Texas	0.001871646670000000000
11797	Tenaha Town	Shelby County	Texas	0.000031453330000000000
11408	Terrell City	Kaufman County	Texas	0.000991373330000000000
11873	Terrell County	Terrell County	Texas	0.000038246670000000000
10641	Terrell Hills City	Bexar County	Texas	0.000065720000000000000
11875	Terry County	Terry County	Texas	0.000169486670000000000
10676	Texarkana City	Bowie County	Texas	0.001280626670000000000
10799	Texas City	Chambers County, Galveston County	Texas	0.001991346670000000000
11805	Texhoma City	Sherman County	Texas	0.000001040000000000000
10904	Texline Town	Dallam County	Texas	0.000005766670000000000
10961	The Colony City	Denton County	Texas	0.000761980000000000000
11896	The Hills Village	Travis County	Texas	0.000006693330000000000
11077	Thompsons Town	Fort Bend County	Texas	0.000012646670000000000
11576	Thorndale City	Milam County, Williamson County	Texas	0.000010633330000000000
11500	Thornton Town	Limestone County	Texas	0.000001800000000000000
11957	Thorntonville Town	Ward County	Texas	0.000000580000000000000
11996	Thrall City	Williamson County	Texas	0.000005500000000000000
11507	Three Rivers City	Live Oak County	Texas	0.000031126670000000000
11881	Throckmorton County	Throckmorton County	Texas	0.000037966670000000000
11882	Throckmorton Town	Throckmorton County	Texas	0.000001933300000000000
11098	Tiki Island Village	Galveston County	Texas	0.000014520000000000000
11722	Timbercreek Canyon Village	Randall County	Texas	0.000002460000000000000
11802	Timpson City	Shelby County	Texas	0.000084280000000000000
11134	Tioga Town	Grayson County	Texas	0.000015933330000000000
11311	Tira Town	Hopkins County	Texas	0.000001233330000000000
11891	Titus County	Titus County	Texas	0.000470740000000000000
11448	Toco City	Lamar County	Texas	0.000000026670000000000
11156	Todd Mission City	Grimes County	Texas	0.000011200000000000000
11304	Tolar City	Hood County	Texas	0.000015793330000000000
11138	Tom Bean City	Grayson County	Texas	0.000015286670000000000
11884	Tom Green County	Tom Green County	Texas	0.001882846670000000000
11208	Tomball City	Harris County, Montgomery County	Texas	0.000230800000000000000
11250	Tool City	Henderson County	Texas	0.000098580000000000000
11741	Toyah Town	Reeves County	Texas	0.000000266670000000000
11888	Travis County	Travis County	Texas	0.031356486670000000000
11868	Trent Town	Taylor County	Texas	0.000000420000000000000
10864	Trenton City	Collin County, Fannin County, Grayson County	Texas	0.000020593330000000000
11243	Trinidad City	Henderson County	Texas	0.000039060000000000000
11920	Trinity City	Trinity County	Texas	0.000157680000000000000
11911	Trinity County	Trinity County	Texas	0.000705106670000000000
10979	Trophy Club Town	Denton County, Tarrant County	Texas	0.000195800000000000000
11815	Troup City	Smith County, Cherokee County	Texas	0.000052786670000000000
10626	Troy City	Bell County	Texas	0.000035466670000000000
11830	Tulia City	Swisher County	Texas	0.000059406670000000000
11170	Turkey City	Hall County	Texas	0.000004913330000000000
11871	Tuscola City	Taylor County	Texas	0.000000920000000000000
11870	Tye City	Taylor County	Texas	0.000011773330000000000
11810	Tyler City	Smith County	Texas	0.004825526670000000000

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11916	Tyler County	Tyler County	Texas	0.000878286670000000000
10744	Uhland City	Caldwell County, Hays County	Texas	0.000010300000000000000
11216	Uncertain City	Harrison County	Texas	0.000001233300000000000
11923	Union Grove City	Upshur County	Texas	0.000006626670000000000
11334	Union Valley City	Hunt County	Texas	0.000004440000000000000
10644	Universal City	Bexar County	Texas	0.000189520000000000000
10924	University Park City	Dallas County	Texas	0.000338886670000000000
11918	Upshur County	Upshur County	Texas	0.000855333330000000000
11925	Upton County	Upton County	Texas	0.000056660000000000000
11929	Uvalde City	Uvalde County	Texas	0.000122926670000000000
11928	Uvalde County	Uvalde County	Texas	0.000241626670000000000
11932	Val Verde County	Val Verde County	Texas	0.000785433330000000000
11355	Valentine Town	Jeff Davis County	Texas	0.000001380000000000000
10669	Valley Mills City	Bosque County, Mclennan County	Texas	0.000014853330000000000
10887	Valley View City	Cooke County	Texas	0.000012160000000000000
10863	Van Alstyne City	Collin County, Grayson County	Texas	0.000291660000000000000
11936	Van City	Van Zandt County	Texas	0.000041373330000000000
10910	Van Horn Town	Culberson County	Texas	0.000001406670000000000
11931	Van Zandt County	Van Zandt County	Texas	0.001658313330000000000
11662	Vega City	Oldham County	Texas	0.000006493330000000000
11382	Venus Town	Johnson County, Ellis County	Texas	0.000065280000000000000
11984	Vernon City	Wilbarger County	Texas	0.000542246670000000000
11943	Victoria City	Victoria County	Texas	0.000563986670000000000
11945	Victoria County	Victoria County	Texas	0.003472573330000000000
11663	Vidor City	Orange County	Texas	0.000637466670000000000
11014	Vinton Village	El Paso County	Texas	0.000004146670000000000
11892	Volente Village	Travis County	Texas	0.000002220000000000000
10638	Von Ormy City	Bexar County	Texas	0.000003420000000000000
11554	Waco City	Mclennan County	Texas	0.003413380000000000000
11120	Waelder City	Gonzales County	Texas	0.000022846670000000000
10681	Wake Village City	Bowie County	Texas	0.000001160000000000000
11941	Walker County	Walker County	Texas	0.001230826670000000000
11953	Waller City	Waller County, Harris County	Texas	0.000075300000000000000
11947	Waller County	Waller County	Texas	0.000841373330000000000
10606	Wallis City	Austin County	Texas	0.000017986670000000000
10670	Walnut Springs City	Bosque County	Texas	0.000001220000000000000
11956	Ward County	Ward County	Texas	0.000452800000000000000
11149	Warren City	Gregg County, Upshur County	Texas	0.000000440000000000000
11963	Washington County	Washington County	Texas	0.000558180000000000000
11213	Waskom City	Harrison County	Texas	0.000035640000000000000
11861	Watauga City	Tarrant County	Texas	0.000221440000000000000
11023	Waxahachie City	Ellis County	Texas	0.001013960000000000000
11681	Weatherford City	Parker County	Texas	0.001385813330000000000
11966	Webb County	Webb County	Texas	0.003368693330000000000
11893	Webberville Village	Travis County	Texas	0.000008533330000000000
11207	Webster City	Harris County	Texas	0.000354680000000000000
10872	Weimar City	Colorado County	Texas	0.000038866670000000000
11220	Weinert City	Haskell County	Texas	0.000001560000000000000
12001	Weir City	Williamson County	Texas	0.000002953330000000000
10868	Wellington City	Collingsworth County	Texas	0.000060740000000000000
11877	Wellman City	Terry County	Texas	0.000002553330000000000
10808	Wells Town	Cherokee County	Texas	0.000009046670000000000
11267	Weslaco City	Hidalgo County	Texas	0.000492993330000000000
11551	West City	Mclennan County	Texas	0.000023480000000000000
10690	West Columbia City	Brazoria County	Texas	0.000119720000000000000
11895	West Lake Hills City	Travis County	Texas	0.000113706670000000000

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11666	West Orange City	Orange County	Texas	0.0002830133300000000000
11333	West Tawakoni City	Hunt County	Texas	0.0000466333300000000000
11202	West University Place City	Harris County	Texas	0.0002311466700000000000
11584	Westbrook City	Mitchell County	Texas	0.0000002866700000000000
10975	Westlake Town	Denton County, Tarrant County	Texas	0.0002769333300000000000
10851	Weston City	Collin County	Texas	0.0000017733300000000000
11071	Weston Lakes City	Fort Bend County	Texas	0.0000012600000000000000
11853	Westover Hills Town	Tarrant County	Texas	0.0000300600000000000000
11859	Westworth Village City	Tarrant County	Texas	0.0000522800000000000000
11971	Wharton City	Wharton County	Texas	0.0002113333300000000000
11969	Wharton County	Wharton County	Texas	0.0004859133300000000000
11974	Wheeler City	Wheeler County	Texas	0.0000029800000000000000
11972	Wheeler County	Wheeler County	Texas	0.0001751533300000000000
10776	White Deer Town	Carson County	Texas	0.0000084866700000000000
11144	White Oak City	Gregg County	Texas	0.0001020333300000000000
11852	White Settlement City	Tarrant County	Texas	0.0001553600000000000000
10825	Whiteface Town	Cochran County	Texas	0.0000010333300000000000
11809	Whitehouse City	Smith County	Texas	0.0001934466700000000000
11136	Whitesboro City	Grayson County	Texas	0.0001262133300000000000
11051	Whitewright Town	Fannin County	Texas	0.0000473200000000000000
11284	Whitney Town	Hill County	Texas	0.0000004866700000000000
11978	Wichita County	Wichita County	Texas	0.0036824733300000000000
11982	Wichita Falls City	Wichita County	Texas	0.0055504933300000000000
11959	Wickett Town	Ward County	Texas	0.0000005800000000000000
11986	Wilbarger County	Wilbarger County	Texas	0.0003674933300000000000
11987	Willacy County	Willacy County	Texas	0.0001638733300000000000
11991	Williamson County	Williamson County	Texas	0.0079732466700000000000
11591	Willis City	Montgomery County	Texas	0.0001625600000000000000
11687	Willow Park City	Parker County	Texas	0.0001782466700000000000
11938	Wills Point City	Van Zandt County	Texas	0.0002917666700000000000
10923	Wilmer City	Dallas County	Texas	0.0000028400000000000000
11521	Wilson City	Lynn County	Texas	0.0000000800000000000000
11999	Wilson County	Wilson County	Texas	0.0008068933300000000000
11227	Wimberley City	Hays County	Texas	0.0000048266700000000000
10646	Windcrest City	Bexar County	Texas	0.0000860533300000000000
11048	Windom Town	Fannin County	Texas	0.0000072466700000000000
10587	Windthorst Town	Archer County, Clay County	Texas	0.0000225666700000000000
11886	Winfield City	Titus County	Texas	0.0000019333300000000000
12006	Wink City	Winkler County	Texas	0.0000008000000000000000
12013	Winkler County	Winkler County	Texas	0.0004077533300000000000
12028	Winnsboro City	Wood County, Franklin County	Texas	0.0001919400000000000000
11808	Winona Town	Smith County	Texas	0.0000021266700000000000
11760	Winters City	Runnels County	Texas	0.0000415266700000000000
12010	Wise County	Wise County	Texas	0.0019271600000000000000
10713	Wixon Valley City	Brazos County	Texas	0.0000029400000000000000
11332	Wolfe City	Hunt County	Texas	0.0000364400000000000000
11519	Wolfforth City	Lubbock County	Texas	0.0000268133300000000000
12022	Wood County	Wood County	Texas	0.0017803200000000000000
11596	Woodbranch City	Montgomery County	Texas	0.0000641133300000000000
11228	Woodcreek City	Hays County	Texas	0.0000023866700000000000
11600	Woodloch Town	Montgomery County	Texas	0.0000067466700000000000
11737	Woodsboro Town	Refugio County	Texas	0.0000075333300000000000
11876	Woodson Town	Throckmorton County	Texas	0.0000008133300000000000
11913	Woodville Town	Tyler County	Texas	0.0001356000000000000000
11549	Woodway City	Mclennan County	Texas	0.0001714200000000000000
11095	Wortham Town	Freestone County	Texas	0.0000025066700000000000

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10857	Wylie City	Collin County, Dallas County, Rockwall County	Texas	0.0007647200000000000000
12024	Yantis Town	Wood County	Texas	0.0000138133300000000000
11467	Yoakum City	Lavaca County, De Witt County	Texas	0.0001347333300000000000
12030	Yoakum County	Yoakum County	Texas	0.0002328266700000000000
10942	Yorktown City	De Witt County	Texas	0.0000363133300000000000
12026	Young County	Young County	Texas	0.0002941333300000000000
12029	Zapata County	Zapata County	Texas	0.0003765333300000000000
12036	Zavala County	Zavala County	Texas	0.0002543133300000000000
10579	Zavalla City	Angelina County	Texas	0.0000072533300000000000
12035	Beaver County	Beaver County	Utah	0.0022800000000000000000
12040	Box Elder County	Box Elder County	Utah	0.0146400000000000000000
12039	Cache County	Cache County	Utah	0.0264900000000000000000
12046	Carbon County	Carbon County	Utah	0.0271800000000000000000
12043	Daggett County	Daggett County	Utah	0.0002800000000000000000
12044	Davis County	Davis County	Utah	0.0869500000000000000000
12051	Duchesne County	Duchesne County	Utah	0.0064100000000000000000
12059	Emery County	Emery County	Utah	0.0093800000000000000000
12061	Garfield County	Garfield County	Utah	0.0014700000000000000000
12060	Grand County	Grand County	Utah	0.0030400000000000000000
12065	Iron County	Iron County	Utah	0.0162200000000000000000
12066	Juab County	Juab County	Utah	0.0035200000000000000000
12064	Kane County	Kane County	Utah	0.0043900000000000000000
12070	Millard County	Millard County	Utah	0.0035500000000000000000
12068	Morgan County	Morgan County	Utah	0.0021600000000000000000
12067	Piute County	Piute County	Utah	0.0002200000000000000000
12072	Rich County	Rich County	Utah	0.0006100000000000000000
12071	Salt Lake County	Salt Lake County	Utah	0.4227100000000000000000
12088	San Juan County	San Juan County	Utah	0.0024900000000000000000
12089	Sanpete County	Sanpete County	Utah	0.0101300000000000000000
12086	Sevier County	Sevier County	Utah	0.0066100000000000000000
12090	Summit County	Summit County	Utah	0.0094400000000000000000
12091	Tooele County	Tooele County	Utah	0.0223300000000000000000
12094	Uintah County	Uintah County	Utah	0.0086600000000000000000
12098	Utah County	Utah County	Utah	0.1542600000000000000000
12117	Wasatch County	Wasatch County	Utah	0.0060100000000000000000
12114	Washington County	Washington County	Utah	0.0486500000000000000000
12119	Wayne County	Wayne County	Utah	0.0010900000000000000000
12121	Weber County	Weber County	Utah	0.0988300000000000000000
12262	Addison County	Addison County	Vermont	0.0073559489100000000000
12419	Albany Town	Orleans County	Vermont	0.0003450754050000000000
12412	Albany Village	Orleans County	Vermont	0.0001606682670000000000
12371	Alburgh Town	Grand Isle County	Vermont	0.0006061453220000000000
12372	Alburgh Village	Grand Isle County	Vermont	0.0005255805270000000000
12516	Andover Town	Windsor County	Vermont	0.0000123980340000000000
12290	Arlington Town	Bennington County	Vermont	0.0008855592020000000000
12496	Athens Town	Windham County	Vermont	0.0000064841400000000000
12357	Bakersfield Town	Franklin County	Vermont	0.0005491271800000000000
12524	Baltimore Town	Windsor County	Vermont	0.0000247960680000000000
12521	Barnard Town	Windsor County	Vermont	0.0008306362320000000000
12307	Barnet Town	Caledonia County	Vermont	0.0004710740290000000000
12470	Barre City	Washington County	Vermont	0.0212560286000000000000
12468	Barre Town	Washington County	Vermont	0.0133208320150000000000
12418	Barton Town	Orleans County	Vermont	0.0032520651500000000000
12413	Barton Village	Orleans County	Vermont	0.0003241621330000000000
12488	Bellows Falls Village	Windham County	Vermont	0.0094221597420000000000

BG Entity ID	Subdivision Name	County	State	Consolidated State Allocation
12384	Belvidere Town	Lamoille County	Vermont	0.0000499317200000000000
12282	Bennington County	Bennington County	Vermont	0.0099015183480000000000
12289	Bennington Town	Bennington County	Vermont	0.0248514135690000000000
12438	Benson Town	Rutland County	Vermont	0.0002259709860000000000
12473	Berlin Town	Washington County	Vermont	0.0055264732490000000000
12519	Bethel Town	Windsor County	Vermont	0.0008926264020000000000
12341	Bloomfield Town	Essex County	Vermont	0.0001192453790000000000
12327	Bolton Town	Chittenden County	Vermont	0.0018740316960000000000
12392	Bradford Town	Orange County	Vermont	0.0077244428240000000000
12399	Braintree Town	Orange County	Vermont	0.0006199081000000000000
12443	Brandon Town	Rutland County	Vermont	0.0050391568350000000000
12495	Brattleboro Town	Windham County	Vermont	0.0286166483980000000000
12520	Bridgewater Town	Windsor County	Vermont	0.0020455922930000000000
12264	Bridport Town	Addison County	Vermont	0.0005254267530000000000
12347	Brighton Town	Essex County	Vermont	0.0013713122460000000000
12263	Bristol Town	Addison County	Vermont	0.0045361682810000000000
12398	Brookfield Town	Orange County	Vermont	0.0001810945890000000000
12493	Brookline Town	Windham County	Vermont	0.0001426638870000000000
12423	Brownington Town	Orleans County	Vermont	0.0002091327260000000000
12342	Brunswick Town	Essex County	Vermont	0.0000715497900000000000
12310	Burke Town	Caledonia County	Vermont	0.0000355538450000000000
12325	Burlington City	Chittenden County	Vermont	0.1069841398840000000000
12471	Cabot Town	Washington County	Vermont	0.0002233888630000000000
12474	Calais Town	Washington County	Vermont	0.0004613478190000000000
12305	Caledonia County	Caledonia County	Vermont	0.0085059610580000000000
12383	Cambridge Town	Lamoille County	Vermont	0.0006824108500000000000
12375	Cambridge Village	Lamoille County	Vermont	0.0000124813280000000000
12343	Canaan Town	Essex County	Vermont	0.0013593883490000000000
12440	Castleton Town	Rutland County	Vermont	0.0042557869060000000000
12522	Cavendish Town	Windsor County	Vermont	0.0002169559820000000000
12422	Charleston Town	Orleans County	Vermont	0.0004600984050000000000
12330	Charlotte Town	Chittenden County	Vermont	0.0025879470070000000000
12397	Chelsea Town	Orange County	Vermont	0.0000975119780000000000
12525	Chester Town	Windsor County	Vermont	0.0037192627910000000000
12320	Chittenden County	Chittenden County	Vermont	0.0067211503550000000000
12441	Chittenden Town	Rutland County	Vermont	0.0002033726060000000000
12442	Clarendon Town	Rutland County	Vermont	0.0006327161980000000000
12331	Colchester Town	Chittenden County	Vermont	0.0254896335970000000000
12344	Concord Town	Essex County	Vermont	0.0001669409680000000000
12400	Corinth Town	Orange County	Vermont	0.0006268727840000000000
12265	Cornwall Town	Addison County	Vermont	0.0005779662240000000000
12421	Coventry Town	Orleans County	Vermont	0.0003764453140000000000
12424	Craftsbury Town	Orleans County	Vermont	0.0005019249500000000000
12444	Danby Town	Rutland County	Vermont	0.0000828585910000000000
12306	Danville Town	Caledonia County	Vermont	0.0003021980710000000000
12414	Derby Center Village	Orleans County	Vermont	0.0004881173210000000000
12415	Derby Line Village	Orleans County	Vermont	0.0005492425110000000000
12425	Derby Town	Orleans County	Vermont	0.0058558060350000000000
12288	Dorset Town	Bennington County	Vermont	0.0006972884900000000000
12498	Dover Town	Windham County	Vermont	0.0064262629600000000000
12497	Dummerston Town	Windham County	Vermont	0.0005771332820000000000
12346	East Haven Town	Essex County	Vermont	0.0001073214820000000000
12476	East Montpelier Town	Washington County	Vermont	0.0011218074210000000000
12381	Eden Town	Lamoille County	Vermont	0.0002995967260000000000
12385	Elmore Town	Lamoille County	Vermont	0.0001955685720000000000
12353	Enosburg Falls Village	Franklin County	Vermont	0.0005158479100000000000

BG Entity ID	Subdivision Name	County	State	Consolidated State Allocation
12356	Enosburgh Town	Franklin County	Vermont	0.0008736096760000000000
12338	Essex County	Essex County	Vermont	0.0037919722940000000000
12322	Essex Junction Village	Chittenden County	Vermont	0.0014513196100000000000
12328	Essex Town	Chittenden County	Vermont	0.0184021357580000000000
12446	Fair Haven Town	Rutland County	Vermont	0.0038791685950000000000
12364	Fairfax Town	Franklin County	Vermont	0.0012563340980000000000
12361	Fairfield Town	Franklin County	Vermont	0.0009817705080000000000
12402	Fairlee Town	Orange County	Vermont	0.0005920429590000000000
12477	Fayston Town	Washington County	Vermont	0.0000534172650000000000
12268	Ferrisburgh Town	Addison County	Vermont	0.0012960462500000000000
12360	Fletcher Town	Franklin County	Vermont	0.0002163216640000000000
12351	Franklin County	Franklin County	Vermont	0.0141108718940000000000
12359	Franklin Town	Franklin County	Vermont	0.0004326433270000000000
12366	Georgia Town	Franklin County	Vermont	0.0025126681960000000000
12267	Goshen Town	Addison County	Vermont	0.0001488725150000000000
12503	Grafton Town	Windham County	Vermont	0.0002204799710000000000
12369	Grand Isle County	Grand Isle County	Vermont	0.0043129588210000000000
12373	Grand Isle Town	Grand Isle County	Vermont	0.0015619920850000000000
12270	Granville Town	Addison County	Vermont	0.0001313550860000000000
12427	Greensboro Town	Orleans County	Vermont	0.0026455674300000000000
12308	Groton Town	Caledonia County	Vermont	0.0007199381280000000000
12349	Guildhall Town	Essex County	Vermont	0.0001550170700000000000
12499	Guilford Town	Windham County	Vermont	0.0000324206980000000000
12500	Halifax Town	Windham County	Vermont	0.0001556321670000000000
12266	Hancock Town	Addison County	Vermont	0.0005341790600000000000
12312	Hardwick Town	Caledonia County	Vermont	0.0078393504930000000000
12527	Hartford Town	Windsor County	Vermont	0.0320538511130000000000
12526	Hartland Town	Windsor County	Vermont	0.0004835040990000000000
12362	Highgate Town	Franklin County	Vermont	0.0023629050720000000000
12332	Hinesburg Town	Chittenden County	Vermont	0.0028697572000000000000
12426	Holland Town	Orleans County	Vermont	0.0000104566360000000000
12447	Hubbardton Town	Rutland County	Vermont	0.0006327161980000000000
12335	Huntington Town	Chittenden County	Vermont	0.0004227120860000000000
12387	Hyde Park Town	Lamoille County	Vermont	0.0003744975100000000000
12382	Hyde Park Village	Lamoille County	Vermont	0.0000254816440000000000
12449	Ira Town	Rutland County	Vermont	0.0000677887330000000000
12430	Irasburg Town	Orleans County	Vermont	0.0009097401730000000000
12374	Isle La Motte Town	Grand Isle County	Vermont	0.0005206661640000000000
12489	Jacksonville Village	Windham County	Vermont	0.0000619773550000000000
12502	Jamaica Town	Windham County	Vermont	0.0002593848090000000000
12429	Jay Town	Orleans County	Vermont	0.0000313699090000000000
12379	Jeffersonville Village	Lamoille County	Vermont	0.0000394622690000000000
12329	Jericho Town	Chittenden County	Vermont	0.0004227120860000000000
12390	Johnson Town	Lamoille County	Vermont	0.0028128736110000000000
12380	Johnson Village	Lamoille County	Vermont	0.0016163640310000000000
12458	Killington Town	Rutland County	Vermont	0.0021241259880000000000
12309	Kirby Town	Caledonia County	Vermont	0.0000088868590000000000
12378	Lamoille County	Lamoille County	Vermont	0.0111516245970000000000
12293	Landgrove Town	Bennington County	Vermont	0.0001255116720000000000
12271	Leicester Town	Addison County	Vermont	0.0004816395880000000000
12269	Lincoln Town	Addison County	Vermont	0.0007180800250000000000
12501	Londonderry Town	Windham County	Vermont	0.0003825898700000000000
12432	Lowell Town	Orleans County	Vermont	0.0004810116780000000000
12529	Ludlow Town	Windsor County	Vermont	0.0072091715670000000000
12518	Ludlow Village	Windsor County	Vermont	0.0029407303370000000000
12348	Lunenburg Town	Essex County	Vermont	0.0009658805210000000000

BG Entity ID	Subdivision Name	County	State	Consolidated State Allocation
12311	Lyndon Town	Caledonia County	Vermont	0.0045596188260000000000
12303	Lyndonville Village	Caledonia County	Vermont	0.0000799945490000000000
12354	Maidstone Town	Essex County	Vermont	0.0002146429630000000000
12291	Manchester Town	Bennington County	Vermont	0.0069728977190000000000
12285	Manchester Village	Bennington County	Vermont	0.0000767012210000000000
12506	Marlboro Town	Windham County	Vermont	0.0001296956080000000000
12475	Marshfield Town	Washington County	Vermont	0.0001748282960000000000
12467	Marshfield Village	Washington County	Vermont	0.0001714452660000000000
12445	Mendon Town	Rutland County	Vermont	0.0009716726780000000000
12272	Middlebury Town	Addison County	Vermont	0.0135209369220000000000
12481	Middlesex Town	Washington County	Vermont	0.0001651149010000000000
12450	Middletown Springs Town	Rutland County	Vermont	0.0005875258450000000000
12333	Milton Town	Chittenden County	Vermont	0.0093325799430000000000
12273	Monkton Town	Addison County	Vermont	0.0002101707010000000000
12368	Montgomery Town	Franklin County	Vermont	0.0004326433270000000000
12472	Montpelier City	Washington County	Vermont	0.0213580128400000000000
12480	Moretown Town	Washington County	Vermont	0.0001408314130000000000
12428	Morgan Town	Orleans County	Vermont	0.0002718789510000000000
12395	Morristown Town	Lamoille County	Vermont	0.0058878935560000000000
12386	Morrisville Village	Lamoille County	Vermont	0.0022664502910000000000
12448	Mount Holly Town	Rutland County	Vermont	0.0009189473960000000000
12451	Mount Tabor Town	Rutland County	Vermont	0.0002410344370000000000
12277	New Haven Town	Addison County	Vermont	0.0013135636780000000000
12401	Newbury Town	Orange County	Vermont	0.0005363254900000000000
12396	Newbury Village	Orange County	Vermont	0.0000208940510000000000
12505	Newfane Town	Windham County	Vermont	0.0006030698400000000000
12492	Newfane Village	Windham County	Vermont	0.0000324206980000000000
12416	Newport City	Orleans County	Vermont	0.0124435894260000000000
12433	Newport Town	Orleans County	Vermont	0.0057616963080000000000
12284	North Bennington Village	Bennington County	Vermont	0.0010738235060000000000
12376	North Hero Town	Grand Isle County	Vermont	0.0009169867760000000000
12420	North Troy Village	Orleans County	Vermont	0.0003450754050000000000
12479	Northfield Town	Washington County	Vermont	0.0053662150460000000000
12350	Norton Town	Essex County	Vermont	0.0001311692760000000000
12528	Norwich Town	Windsor County	Vermont	0.0048660392760000000000
12287	Old Bennington Village	Bennington County	Vermont	0.0000142561370000000000
12394	Orange County	Orange County	Vermont	0.0058368661960000000000
12403	Orange Town	Orange County	Vermont	0.0002716418830000000000
12411	Orleans County	Orleans County	Vermont	0.0044755108200000000000
12417	Orleans Village	Orleans County	Vermont	0.0011502492160000000000
12274	Orwell Town	Addison County	Vermont	0.0003502845020000000000
12276	Panton Town	Addison County	Vermont	0.0004028239740000000000
12453	Pawlet Town	Rutland County	Vermont	0.0004971387320000000000
12316	Peacham Town	Caledonia County	Vermont	0.0003732993530000000000
12517	Perkinsville Village	Windsor County	Vermont	0.0004631354430000000000
12292	Peru Town	Bennington County	Vermont	0.0000348618620000000000
12452	Pittsfield Town	Rutland County	Vermont	0.0000903871130000000000
12455	Pittsford Town	Rutland County	Vermont	0.0025384061300000000000
12478	Plainfield Town	Washington County	Vermont	0.0006847366820000000000
12531	Plymouth Town	Windsor County	Vermont	0.0006818662330000000000
12530	Pomfret Town	Windsor County	Vermont	0.0007500522160000000000
12454	Poultney Town	Rutland County	Vermont	0.0016345221850000000000
12436	Poultney Village	Rutland County	Vermont	0.0032181515620000000000
12296	Pownal Town	Bennington County	Vermont	0.0015689055110000000000
12456	Proctor Town	Rutland County	Vermont	0.0015817969030000000000
12504	Putney Town	Windham County	Vermont	0.0013488035680000000000

BG Entity ID	Subdivision Name	County	State	Consolidated State Allocation
12404	Randolph Town	Orange County	Vermont	0.0104826753850000000000
12535	Reading Town	Windsor County	Vermont	0.0000061958130000000000
12295	Readsboro Town	Bennington County	Vermont	0.0004950755970000000000
12363	Richford Town	Franklin County	Vermont	0.0033779548500000000000
12336	Richmond Town	Chittenden County	Vermont	0.0030858097590000000000
12275	Ripton Town	Addison County	Vermont	0.0004028239740000000000
12532	Rochester Town	Windsor County	Vermont	0.0010909821290000000000
12507	Rockingham Town	Windham County	Vermont	0.0048245587230000000000
12482	Roxbury Town	Washington County	Vermont	0.0000825574500000000000
12537	Royalton Town	Windsor County	Vermont	0.0019898043440000000000
12439	Rutland City	Rutland County	Vermont	0.0629781420290000000000
12434	Rutland County	Rutland County	Vermont	0.0154262936760000000000
12457	Rutland Town	Rutland County	Vermont	0.0032012556370000000000
12314	Ryegate Town	Caledonia County	Vermont	0.0005155147330000000000
12278	Salisbury Town	Addison County	Vermont	0.0002714688870000000000
12294	Sandgate Town	Bennington County	Vermont	0.0002579944350000000000
12491	Saxtons River Village	Windham County	Vermont	0.0001563754080000000000
12298	Searsburg Town	Bennington County	Vermont	0.0001185405810000000000
12297	Shaftsbury Town	Bennington County	Vermont	0.0006972884900000000000
12534	Sharon Town	Windsor County	Vermont	0.0014629103300000000000
12315	Sheffield Town	Caledonia County	Vermont	0.0003021980710000000000
12334	Shelburne Town	Chittenden County	Vermont	0.0078389916870000000000
12367	Sheldon Town	Franklin County	Vermont	0.0013728179510000000000
12280	Shoreham Town	Addison County	Vermont	0.0003590432160000000000
12460	Shrewsbury Town	Rutland County	Vermont	0.0003238930280000000000
12324	South Burlington City	Chittenden County	Vermont	0.0428115065590000000000
12377	South Hero Town	Grand Isle County	Vermont	0.0005595197440000000000
12533	Springfield Town	Windsor County	Vermont	0.0204001606070000000000
12365	St Albans Town	Franklin County	Vermont	0.0071552801650000000000
12337	St George Town	Chittenden County	Vermont	0.0001174193120000000000
12313	St Johnsbury Town	Caledonia County	Vermont	0.0171719048070000000000
12355	St. Albans City	Franklin County	Vermont	0.0390129027590000000000
12299	Stamford Town	Bennington County	Vermont	0.0004950755970000000000
12317	Stannard Town	Caledonia County	Vermont	0.0000177737190000000000
12281	Starksboro Town	Addison County	Vermont	0.0000700569000000000000
12539	Stockbridge Town	Windsor County	Vermont	0.0007376541820000000000
12388	Stowe Town	Lamoille County	Vermont	0.0093956593450000000000
12407	Strafford Town	Orange County	Vermont	0.0008218967400000000000
12508	Stratton Town	Windham County	Vermont	0.0016146725160000000000
12459	Sudbury Town	Rutland County	Vermont	0.0001355838730000000000
12300	Sunderland Town	Bennington County	Vermont	0.0003416731540000000000
12321	Sutton Town	Caledonia County	Vermont	0.0003644124940000000000
12370	Swanton Town	Franklin County	Vermont	0.0012979363890000000000
12358	Swanton Village	Franklin County	Vermont	0.0057159036740000000000
12409	Thetford Town	Orange County	Vermont	0.0026189260730000000000
12463	Tinmouth Town	Rutland County	Vermont	0.0001205204220000000000
12405	Topsham Town	Orange County	Vermont	0.0005920429590000000000
12510	Townshend Town	Windham County	Vermont	0.0005965857010000000000
12431	Troy Town	Orleans County	Vermont	0.0003659886780000000000
12340	Underhill Town	Chittenden County	Vermont	0.0008970922570000000000
12261	Vergennes City	Addison County	Vermont	0.0147469326780000000000
12509	Vernon Town	Windham County	Vermont	0.0031969179270000000000
12410	Vershire Town	Orange County	Vermont	0.0000069646840000000000
12352	Victory Town	Essex County	Vermont	0.0000953975850000000000
12483	Waitsfield Town	Washington County	Vermont	0.0004856313070000000000
12318	Walden Town	Caledonia County	Vermont	0.0000711076900000000000

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12461	Wallingford Town	Rutland County	Vermont	0.000165710775000000000
12283	Waltham Town	Addison County	Vermont	0.000201411987000000000
12490	Warren Town	Washington County	Vermont	0.000480774609000000000
12465	Washington County	Washington County	Vermont	0.009081281087000000000
12408	Washington Town	Orange County	Vermont	0.000529360806000000000
12484	Waterbury Town	Washington County	Vermont	0.004584350821000000000
12319	Waterford Town	Caledonia County	Vermont	0.000577729156000000000
12389	Waterville Town	Lamoille County	Vermont	0.000004158307000000000
12536	Weathersfield Town	Windsor County	Vermont	0.001692264346000000000
12393	Wells River Village	Orange County	Vermont	0.001107474397000000000
12462	Wells Town	Rutland County	Vermont	0.000444407043000000000
12304	West Burke Village	Caledonia County	Vermont	0.000017773719000000000
12406	West Fairlee Town	Orange County	Vermont	0.000090547294000000000
12464	West Haven Town	Rutland County	Vermont	0.000090387113000000000
12466	West Rutland Town	Rutland County	Vermont	0.001212713522000000000
12538	West Windsor Town	Windsor County	Vermont	0.000210760168000000000
12437	Westfield Town	Orleans County	Vermont	0.000250965679000000000
12339	Westford Town	Chittenden County	Vermont	0.000657557117000000000
12511	Westminster Town	Windham County	Vermont	0.000752217867000000000
12494	Westminster Village	Windham County	Vermont	0.000079763888000000000
12435	Westmore Town	Orleans County	Vermont	0.000365988678000000000
12540	Weston Town	Windsor County	Vermont	0.000291344185000000000
12279	Weybridge Town	Addison County	Vermont	0.000245199151000000000
12323	Wheelock Town	Caledonia County	Vermont	0.000222203522000000000
12286	Whiting Town	Addison County	Vermont	0.000026269736000000000
12512	Whitingham Town	Windham County	Vermont	0.000901365894000000000
12345	Williston Town	Chittenden County	Vermont	0.014048183334000000000
12513	Wilmington Town	Windham County	Vermont	0.004344700351000000000
12487	Windham County	Windham County	Vermont	0.007048785219000000000
12515	Windham Town	Windham County	Vermont	0.000155632167000000000
12514	Windsor County	Windsor County	Vermont	0.007909631647000000000
12541	Windsor Town	Windsor County	Vermont	0.015118803214000000000
12301	Winhall Town	Bennington County	Vermont	0.003772340472000000000
12326	Winooski City	Chittenden County	Vermont	0.013620774732000000000
12391	Wolcott Town	Lamoille County	Vermont	0.000337047118000000000
12486	Woodbury Town	Washington County	Vermont	0.000267099141000000000
12302	Woodford Town	Bennington County	Vermont	0.000383512514000000000
12542	Woodstock Town	Windsor County	Vermont	0.005151181240000000000
12523	Woodstock Village	Windsor County	Vermont	0.003241960913000000000
12485	Worcester Town	Washington County	Vermont	0.000233102258000000000
12129	Accomack County	Accomack County	Virginia	0.003480034800000000000
12126	Albemarle County	Albemarle County	Virginia	0.008630086301000000000
12221	Alexandria City	Alexandria City	Virginia	0.011620116201000000000
12130	Alleghany County	Alleghany County	Virginia	0.002130021300000000000
12127	Amelia County	Amelia County	Virginia	0.001000010000000000000
12131	Amherst County	Amherst County	Virginia	0.002990029900000000000
12134	Appomattox County	Appomattox County	Virginia	0.001330013300000000000
12132	Arlington County	Arlington County	Virginia	0.013780137801000000000
12135	Augusta County	Augusta County	Virginia	0.008350083501000000000
12133	Bath County	Bath County	Virginia	0.000370003700000000000
12139	Bedford County	Bedford County	Virginia	0.007770077701000000000
12138	Bland County	Bland County	Virginia	0.001470014700000000000
12137	Botetourt County	Botetourt County	Virginia	0.003620036200000000000
12224	Bristol City	Bristol City	Virginia	0.004340043400000000000
12136	Brunswick County	Brunswick County	Virginia	0.001070010700000000000
12140	Buchanan County	Buchanan County	Virginia	0.009290092901000000000

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12142	Buckingham County	Buckingham County	Virginia	0.0012700127000000000000
12225	Buena Vista City	Buena Vista City	Virginia	0.0007800078000000000000
12144	Campbell County	Campbell County	Virginia	0.0045600456000000000000
12143	Caroline County	Caroline County	Virginia	0.0031800318000000000000
12141	Carroll County	Carroll County	Virginia	0.0044000440000000000000
12145	Charles City County	Charles City County	Virginia	0.0007300073000000000000
12146	Charlotte County	Charlotte County	Virginia	0.0013800138000000000000
12230	Charlottesville City		Virginia	0.0046300463000000000000
12240	Chesapeake City	Chesapeake City	Virginia	0.0291202912030000000000
12147	Chesterfield County	Chesterfield County	Virginia	0.0408804088040000000000
12149	Clarke County	Clarke County	Virginia	0.0012500125000000000000
12222	Colonial Heights City		Virginia	0.0028300283000000000000
12228	Covington City	Covington City	Virginia	0.0010000100000000000000
12151	Craig County	Craig County	Virginia	0.0007000070000000000000
12150	Culpeper County	Culpeper County	Virginia	0.0079000790010000000000
12148	Cumberland County	Cumberland County	Virginia	0.0010000100000000000000
12226	Danville City	Danville City	Virginia	0.0063700637010000000000
12153	Dickenson County	Dickenson County	Virginia	0.0094800948010000000000
12154	Dinwiddie County	Dinwiddie County	Virginia	0.0019600196000000000000
12256	Emporia City	Emporia City	Virginia	0.0005000050000000000000
12160	Essex County	Essex County	Virginia	0.0010100101000000000000
12227	Fairfax City	Fairfax City	Virginia	0.0026900269000000000000
12157	Fairfax County	Fairfax County	Virginia	0.0867208672090000000000
12229	Falls Church City		Virginia	0.0010200102000000000000
12156	Fauquier County	Fauquier County	Virginia	0.0121001210010000000000
12152	Floyd County	Floyd County	Virginia	0.0018200182000000000000
12158	Fluvanna County	Fluvanna County	Virginia	0.0019400194000000000000
12231	Franklin City		Virginia	0.0007900079000000000000
12155	Franklin County	Franklin County	Virginia	0.0095400954010000000000
12165	Frederick County	Frederick County	Virginia	0.0127701277010000000000
12233	Fredericksburg City	Fredericksburg City	Virginia	0.0052400524010000000000
12237	Galax City	Galax City	Virginia	0.0013900139000000000000
12162	Giles County	Giles County	Virginia	0.0040900409000000000000
12163	Gloucester County	Gloucester County	Virginia	0.0042400424000000000000
12159	Goochland County	Goochland County	Virginia	0.0022500225000000000000
12167	Grayson County	Grayson County	Virginia	0.0022400224000000000000
12161	Greene County	Greene County	Virginia	0.0017800178000000000000
12166	Greensville County	Greensville County	Virginia	0.0012400124000000000000
12168	Halifax County	Halifax County	Virginia	0.0035300353000000000000
12234	Hampton City		Virginia	0.0153801538020000000000
12169	Hanover County	Hanover County	Virginia	0.0107901079010000000000
12235	Harrisonburg City		Virginia	0.0052300523010000000000
12164	Henrico County	Henrico County	Virginia	0.0447304473040000000000
12171	Henry County	Henry County	Virginia	0.0122001220010000000000
12170	Highland County	Highland County	Virginia	0.0002300023000000000000
12238	Hopewell City	Hopewell City	Virginia	0.0034400344000000000000
12174	Isle Of Wight County	Isle Of Wight County	Virginia	0.0035600356000000000000
12172	James City County	James City County	Virginia	0.0061200612010000000000
12173	King And Queen County	King And Queen County	Virginia	0.0007200072000000000000
12178	King George County	King George County	Virginia	0.0030600306000000000000
12177	King William County	King William County	Virginia	0.0017800178000000000000
12176	Lancaster County	Lancaster County	Virginia	0.0013500135000000000000
12179	Lee County	Lee County	Virginia	0.0055600556010000000000
12236	Lexington City	Lexington City	Virginia	0.0009300093000000000000
12175	Loudoun County	Loudoun County	Virginia	0.0256702567030000000000
12182	Louisa County	Louisa County	Virginia	0.0044900449000000000000

BG Entity ID	Subdivision Name	County	State	Consolidated State Allocation
12180	Lunenburg County	Lunenburg County	Virginia	0.000880008800000000000
12242	Lynchburg City		Virginia	0.008160081601000000000
12189	Madison County	Madison County	Virginia	0.001630016300000000000
12257	Manassas City		Virginia	0.004520045200000000000
12260	Manassas Park City		Virginia	0.000950009500000000000
12241	Martinsville City	Martinsville City	Virginia	0.004940049400000000000
12184	Mathews County	Mathews County	Virginia	0.000880008800000000000
12181	Mecklenburg County	Mecklenburg County	Virginia	0.003440034400000000000
12186	Middlesex County	Middlesex County	Virginia	0.001080010800000000000
12183	Montgomery County	Montgomery County	Virginia	0.012050120501000000000
12188	Nelson County	Nelson County	Virginia	0.001470014700000000000
12187	New Kent County	New Kent County	Virginia	0.001560015600000000000
12244	Newport News City		Virginia	0.020470204702000000000
12239	Norfolk City	Norfolk City	Virginia	0.033880338803000000000
12185	Northampton County	Northampton County	Virginia	0.001220012200000000000
12192	Northumberland County	Northumberland County	Virginia	0.001290012900000000000
12243	Norton City	Norton City	Virginia	0.001100011000000000000
12193	Nottoway County	Nottoway County	Virginia	0.001330013300000000000
12190	Orange County	Orange County	Virginia	0.006380063801000000000
12191	Page County	Page County	Virginia	0.004100041000000000000
12199	Patrick County	Patrick County	Virginia	0.003290032900000000000
12245	Petersburg City		Virginia	0.003950039500000000000
12195	Pittsylvania County	Pittsylvania County	Virginia	0.007500075001000000000
12258	Poquoson City		Virginia	0.001860018600000000000
12248	Portsmouth City	Portsmouth City	Virginia	0.019370193702000000000
12197	Powhatan County	Powhatan County	Virginia	0.002620026200000000000
12194	Prince Edward County	Prince Edward County	Virginia	0.001900019000000000000
12196	Prince George County	Prince George County	Virginia	0.003510035100000000000
12202	Prince William County	Prince William County	Virginia	0.035560355604000000000
12200	Pulaski County	Pulaski County	Virginia	0.010610106101000000000
12250	Radford City	Radford City	Virginia	0.002470024700000000000
12198	Rappahannock County	Rappahannock County	Virginia	0.000910009100000000000
12249	Richmond City	Richmond City	Virginia	0.042250422504000000000
12203	Richmond County	Richmond County	Virginia	0.000840008400000000000
12247	Roanoke City	Roanoke City	Virginia	0.018590185902000000000
12201	Roanoke County	Roanoke County	Virginia	0.014980149801000000000
12205	Rockbridge County	Rockbridge County	Virginia	0.002350023500000000000
12207	Rockingham County	Rockingham County	Virginia	0.006140061401000000000
12206	Russell County	Russell County	Virginia	0.010640106401000000000
12259	Salem City	Salem City	Virginia	0.007860078601000000000
12204	Scott County	Scott County	Virginia	0.004210042100000000000
12208	Shenandoah County	Shenandoah County	Virginia	0.006600066001000000000
12209	Smyth County	Smyth County	Virginia	0.005920059201000000000
12210	Southampton County	Southampton County	Virginia	0.001370013700000000000
12211	Spotsylvania County	Spotsylvania County	Virginia	0.014170141701000000000
12214	Stafford County	Stafford County	Virginia	0.014430144301000000000
12251	Staunton City		Virginia	0.004400044000000000000
12255	Suffolk City		Virginia	0.007100071001000000000
12212	Surry County	Surry County	Virginia	0.000580005800000000000
12213	Sussex County	Sussex County	Virginia	0.000810008100000000000
12217	Tazewell County	Tazewell County	Virginia	0.016060160602000000000
12246	Virginia Beach City	Virginia Beach City	Virginia	0.048590485905000000000
12220	Warren County	Warren County	Virginia	0.007660076601000000000
12218	Washington County	Washington County	Virginia	0.009960099601000000000
12254	Waynesboro City	Waynesboro City	Virginia	0.003630036300000000000
12216	Westmoreland County	Westmoreland County	Virginia	0.002230022300000000000

BG Entity ID	Subdivision Name	County	State	Consolidated State Allocation
12252	Williamsburg City		Virginia	0.0008600086000000000000
12253	Winchester City	Winchester City	Virginia	0.0064900649010000000000
12223	Wise County	Wise County	Virginia	0.0175601756020000000000
12219	Wythe County	Wythe County	Virginia	0.0064200642010000000000
12232	York County	York County	Virginia	0.0056100561010000000000
12668	Adams County	Adams County	Wisconsin	0.0032700000000000000000
12665	Ashland County	Ashland County	Wisconsin	0.0022500000000000000000
12670	Barron County	Barron County	Wisconsin	0.0047800000000000000000
12672	Bayfield County	Bayfield County	Wisconsin	0.0012400000000000000000
12674	Brown County	Brown County	Wisconsin	0.0290000000000000000000
12682	Buffalo County	Buffalo County	Wisconsin	0.0012600000000000000000
12683	Burnett County	Burnett County	Wisconsin	0.0022400000000000000000
12690	Calumet County	Calumet County	Wisconsin	0.0038600000000000000000
12687	Chippewa County	Chippewa County	Wisconsin	0.0069600000000000000000
12685	Clark County	Clark County	Wisconsin	0.0026100000000000000000
12693	Columbia County	Columbia County	Wisconsin	0.0107600000000000000000
12686	Crawford County	Crawford County	Wisconsin	0.0019500000000000000000
12754	Cudahy City	Milwaukee County	Wisconsin	0.0008700000000000000000
12692	Dane County	Dane County	Wisconsin	0.0824800000000000000000
12703	Dodge County	Dodge County	Wisconsin	0.0130200000000000000000
12706	Door County	Door County	Wisconsin	0.0028200000000000000000
12712	Douglas County	Douglas County	Wisconsin	0.0055400000000000000000
12713	Dunn County	Dunn County	Wisconsin	0.0044200000000000000000
12714	Eau Claire County	Eau Claire County	Wisconsin	0.0117700000000000000000
12711	Florence County	Florence County	Wisconsin	0.0005300000000000000000
12709	Fond Du Lac County	Fond Du Lac County	Wisconsin	0.0119600000000000000000
12717	Forest County	Forest County	Wisconsin	0.0012700000000000000000
12755	Franklin City	Milwaukee County	Wisconsin	0.0015500000000000000000
12719	Grant County	Grant County	Wisconsin	0.0049800000000000000000
12721	Green County	Green County	Wisconsin	0.0046600000000000000000
12723	Green Lake County	Green Lake County	Wisconsin	0.0028000000000000000000
12764	Greenfield City	Milwaukee County	Wisconsin	0.0016300000000000000000
12722	Iowa County	Iowa County	Wisconsin	0.0027900000000000000000
12724	Iron County	Iron County	Wisconsin	0.0006100000000000000000
12725	Jackson County	Jackson County	Wisconsin	0.0023600000000000000000
12728	Jefferson County	Jefferson County	Wisconsin	0.0105100000000000000000
12729	Juneau County	Juneau County	Wisconsin	0.0043800000000000000000
12731	Kenosha City	Kenosha County	Wisconsin	0.0048400000000000000000
12730	Kenosha County	Kenosha County	Wisconsin	0.0371200000000000000000
12735	Kewaunee County	Kewaunee County	Wisconsin	0.0015600000000000000000
12733	La Crosse County	La Crosse County	Wisconsin	0.0164900000000000000000
12739	Lafayette County	Lafayette County	Wisconsin	0.0013400000000000000000
12740	Langlade County	Langlade County	Wisconsin	0.0031200000000000000000
12741	Lincoln County	Lincoln County	Wisconsin	0.0035000000000000000000
12744	Manitowoc County	Manitowoc County	Wisconsin	0.0140300000000000000000
12745	Marathon County	Marathon County	Wisconsin	0.0125900000000000000000
12752	Marinette City	Marinette County	Wisconsin	0.0003200000000000000000
12753	Marinette County	Marinette County	Wisconsin	0.0050300000000000000000
12756	Marquette County	Marquette County	Wisconsin	0.0024600000000000000000
12751	Menominee County	Menominee County	Wisconsin	0.0008000000000000000000
12768	Milwaukee City	Milwaukee County, Washington County, Waukesha County	Wisconsin	0.0781500000000000000000
12750	Milwaukee County	Milwaukee County	Wisconsin	0.2522100000000000000000
12767	Monroe County	Monroe County	Wisconsin	0.0065500000000000000000
12794	Mount Pleasant Village	Racine County	Wisconsin	0.0011700000000000000000
12760	Oak Creek City	Milwaukee County	Wisconsin	0.0016600000000000000000

BG Entity ID	Subdivision Name	County	State	Consolidated State Allocation
12766	Oconto County	Oconto County	Wisconsin	0.003360000000000000000
12769	Oneida County	Oneida County	Wisconsin	0.005260000000000000000
12771	Outagamie County	Outagamie County	Wisconsin	0.018360000000000000000
12778	Ozaukee County	Ozaukee County	Wisconsin	0.010360000000000000000
12782	Pepin County	Pepin County	Wisconsin	0.000550000000000000000
12781	Pierce County	Pierce County	Wisconsin	0.003870000000000000000
12732	Pleasant Prairie Village	Kenosha County	Wisconsin	0.000590000000000000000
12786	Portage County	Portage County	Wisconsin	0.007290000000000000000
12790	Price County	Price County	Wisconsin	0.001490000000000000000
12787	Racine County	Racine County	Wisconsin	0.032080000000000000000
12796	Richland County	Richland County	Wisconsin	0.002180000000000000000
12803	Rock County	Rock County	Wisconsin	0.029470000000000000000
12805	Rusk County	Rusk County	Wisconsin	0.001590000000000000000
12800	Sauk County	Sauk County	Wisconsin	0.012260000000000000000
12799	Sawyer County	Sawyer County	Wisconsin	0.002580000000000000000
12806	Shawano County	Shawano County	Wisconsin	0.004180000000000000000
12808	Sheboygan County	Sheboygan County	Wisconsin	0.014100000000000000000
12763	South Milwaukee City	Milwaukee County	Wisconsin	0.000960000000000000000
12807	St Croix County	St Croix County	Wisconsin	0.008290000000000000000
12792	Sturtevant Village	Racine County	Wisconsin	0.000180000000000000000
12705	Superior City	Douglas County	Wisconsin	0.000890000000000000000
12810	Taylor County	Taylor County	Wisconsin	0.001590000000000000000
12811	Trempealeau County	Trempealeau County	Wisconsin	0.003200000000000000000
12791	Union Grove Village	Racine County	Wisconsin	0.000070000000000000000
12812	Vernon County	Vernon County	Wisconsin	0.003220000000000000000
12813	Vilas County	Vilas County	Wisconsin	0.004680000000000000000
12814	Walworth County	Walworth County	Wisconsin	0.015730000000000000000
12816	Washburn County	Washburn County	Wisconsin	0.001850000000000000000
12819	Washington County	Washington County	Wisconsin	0.019910000000000000000
12821	Waukesha County	Waukesha County	Wisconsin	0.060350000000000000000
12831	Waupaca County	Waupaca County	Wisconsin	0.006060000000000000000
12832	Waushara County	Waushara County	Wisconsin	0.002310000000000000000
12762	Wauwatosa City	Milwaukee County	Wisconsin	0.003090000000000000000
12765	West Allis City	Milwaukee County	Wisconsin	0.003780000000000000000
12833	Winnebago County	Winnebago County	Wisconsin	0.021760000000000000000
12841	Wood County	Wood County	Wisconsin	0.008420000000000000000
12795	Yorkville Town	Racine County	Wisconsin	0.000020000000000000000
12836	Albany County	Albany County	Wyoming	0.0163298761370000000000
12839	Big Horn County	Big Horn County	Wyoming	0.0303244324850000000000
12843	Campbell County	Campbell County	Wyoming	0.0443933352130000000000
12849	Carbon County	Carbon County	Wyoming	0.0369685560430000000000
12856	Casper City	Natrona County	Wyoming	0.0735036110590000000000
12853	Cheyenne City	Laramie County	Wyoming	0.0122862653280000000000
12846	Converse County	Converse County	Wyoming	0.0189624324930000000000
12847	Crook County	Crook County	Wyoming	0.0054486698850000000000
12869	Evanston City	Uinta County	Wyoming	0.0197024051990000000000
12850	Fremont County	Fremont County	Wyoming	0.0673748384370000000000
12844	Gillette City	Campbell County	Wyoming	0.0174106356700000000000
12845	Goshen County	Goshen County	Wyoming	0.0163612029050000000000
12860	Green River City	Sweetwater County	Wyoming	0.0061222186720000000000
12851	Hot Springs County	Hot Springs County	Wyoming	0.0085573093290000000000
12872	Jackson Town	Teton County	Wyoming	0.0055985449630000000000
12852	Johnson County	Johnson County	Wyoming	0.0093224272360000000000
12837	Laramie City	Albany County	Wyoming	0.0341810788110000000000
12854	Laramie County	Laramie County	Wyoming	0.1558552699220000000000
12855	Lincoln County	Lincoln County	Wyoming	0.0312280119140000000000

BG Entity ID	Subdivision Name	County	State	Consolidated State Allocation
12857	Natrona County	Natrona County	Wyoming	0.0790001694720000000000
12861	Niobrara County	Niobrara County	Wyoming	0.0015402808610000000000
12864	Park County	Park County	Wyoming	0.0579642680090000000000
12858	Platte County	Platte County	Wyoming	0.0175070271570000000000
12848	Riverton City	Fremont County	Wyoming	0.0127444833140000000000
12866	Rock Springs City	Sweetwater County	Wyoming	0.0152614797380000000000
12865	Sheridan City	Sheridan County	Wyoming	0.0034051871020000000000
12859	Sheridan County	Sheridan County	Wyoming	0.0391494949120000000000
12862	Sublette County	Sublette County	Wyoming	0.0071367404770000000000
12863	Sweetwater County	Sweetwater County	Wyoming	0.0763913060200000000000
12867	Teton County	Teton County	Wyoming	0.0132909003490000000000
12870	Uinta County	Uinta County	Wyoming	0.0439115081080000000000
12871	Washakie County	Washakie County	Wyoming	0.0150075979280000000000
12868	Weston County	Weston County	Wyoming	0.0077584348510000000000

Exhibit H

[Intentionally Omitted]

EXHIBIT I

Primary Subdivisions and Subdivisions with Population Over 10,000

1. Anchorage municipality, Alaska *
2. Fairbanks city, Alaska *
3. Fairbanks North Star Borough, Alaska *
4. Juneau city and borough, Alaska *
5. Kenai Peninsula Borough, Alaska *
6. Matanuska-Susitna Borough, Alaska *
7. Ketchikan Gateway Borough, Alaska
8. Kodiak Island Borough, Alaska
9. Wasilla city, Alaska
10. Apache County, Arizona *
11. Apache Junction city, Arizona *
12. Avondale city, Arizona *
13. Buckeye city, Arizona *
14. Bullhead City city, Arizona *
15. Casa Grande city, Arizona *
16. Chandler city, Arizona *
17. Cochise County, Arizona *
18. Coconino County, Arizona *
19. El Mirage city, Arizona *
20. Flagstaff city, Arizona *
21. Gila County, Arizona *
22. Gilbert town, Arizona *
23. Glendale city, Arizona *
24. Goodyear city, Arizona *
25. Graham County, Arizona *
26. Kingman city, Arizona *
27. Lake Havasu City city, Arizona *
28. Marana town, Arizona *
29. Maricopa city, Arizona *
30. Maricopa County, Arizona *
31. Mesa city, Arizona *
32. Mohave County, Arizona *
33. Navajo County, Arizona *
34. Oro Valley town, Arizona *
35. Peoria city, Arizona *
36. Phoenix city, Arizona *
37. Pima County, Arizona *
38. Pinal County, Arizona *
39. Prescott city, Arizona *
40. Prescott Valley town, Arizona *
41. Queen Creek town, Arizona *
42. Sahuarita town, Arizona *
43. San Luis city, Arizona *
44. Santa Cruz County, Arizona *
45. Scottsdale city, Arizona *
46. Sierra Vista city, Arizona *
47. Surprise city, Arizona *
48. Tempe city, Arizona *
49. Tucson city, Arizona *
50. Yavapai County, Arizona *
51. Yuma city, Arizona *
52. Yuma County, Arizona *
53. Camp Verde town, Arizona
54. Chino Valley town, Arizona
55. Coolidge city, Arizona
56. Cottonwood city, Arizona
57. Douglas city, Arizona
58. Eloy city, Arizona
59. Florence town, Arizona
60. Fountain Hills town, Arizona
61. La Paz County, Arizona
62. Nogales city, Arizona
63. Paradise Valley town, Arizona
64. Payson town, Arizona
65. Sedona city, Arizona
66. Show Low city, Arizona
67. Somerton city, Arizona
68. Baxter County, Arkansas *
69. Benton city, Arkansas *
70. Benton County, Arkansas *
71. Bentonville city, Arkansas *
72. Boone County, Arkansas *
73. Conway city, Arkansas *
74. Craighead County, Arkansas *
75. Crawford County, Arkansas *
76. Crittenden County, Arkansas *
77. Faulkner County, Arkansas *
78. Fayetteville city, Arkansas *
79. Fort Smith city, Arkansas *
80. Garland County, Arkansas *
81. Greene County, Arkansas *
82. Hot Spring County, Arkansas *
83. Hot Springs city, Arkansas *
84. Independence County, Arkansas *
85. Jefferson County, Arkansas *
86. Jonesboro city, Arkansas *
87. Little Rock city, Arkansas *
88. Lonoke County, Arkansas *
89. Miller County, Arkansas *
90. Mississippi County, Arkansas *
91. North Little Rock city, Arkansas *
92. Pine Bluff city, Arkansas *
93. Pope County, Arkansas *
94. Pulaski County, Arkansas *
95. Rogers city, Arkansas *
96. Saline County, Arkansas *
97. Sebastian County, Arkansas *
98. Sherwood city, Arkansas *
99. Springdale city, Arkansas *
100. Union County, Arkansas *

101. Washington County, Arkansas *
102. White County, Arkansas *
103. Arkadelphia city, Arkansas
104. Arkansas County, Arkansas
105. Ashley County, Arkansas
106. Batesville city, Arkansas
107. Bella Vista city, Arkansas
108. Blytheville city, Arkansas
109. Bradley County, Arkansas
110. Bryant city, Arkansas
111. Cabot city, Arkansas
112. Camden city, Arkansas
113. Carroll County, Arkansas
114. Centerton city, Arkansas
115. Chicot County, Arkansas
116. Clark County, Arkansas
117. Clay County, Arkansas
118. Cleburne County, Arkansas
119. Columbia County, Arkansas
120. Conway County, Arkansas
121. Cross County, Arkansas
122. Desha County, Arkansas
123. Drew County, Arkansas
124. El Dorado city, Arkansas
125. Forrest City city, Arkansas
126. Franklin County, Arkansas
127. Fulton County, Arkansas
128. Grant County, Arkansas
129. Harrison city, Arkansas
130. Helena-West Helena city, Arkansas
131. Hempstead County, Arkansas
132. Howard County, Arkansas
133. Izard County, Arkansas
134. Jackson County, Arkansas
135. Jacksonville city, Arkansas
136. Johnson County, Arkansas
137. Lawrence County, Arkansas
138. Lincoln County, Arkansas
139. Little River County, Arkansas
140. Logan County, Arkansas
141. Madison County, Arkansas
142. Magnolia city, Arkansas
143. Malvern city, Arkansas
144. Marion city, Arkansas
145. Marion County, Arkansas
146. Maumelle city, Arkansas
147. Mountain Home city, Arkansas
148. Ouachita County, Arkansas
149. Paragould city, Arkansas
150. Perry County, Arkansas
151. Phillips County, Arkansas
152. Pike County, Arkansas
153. Poinsett County, Arkansas
154. Polk County, Arkansas
155. Randolph County, Arkansas
156. Russellville city, Arkansas
157. Scott County, Arkansas
158. Searcy city, Arkansas
159. Sevier County, Arkansas
160. Sharp County, Arkansas
161. Siloam Springs city, Arkansas
162. St. Francis County, Arkansas
163. Stone County, Arkansas
164. Texarkana city, Arkansas
165. Van Buren city, Arkansas
166. Van Buren County, Arkansas
167. West Memphis city, Arkansas
168. Yell County, Arkansas
169. Adelanto city, California *
170. Alameda city, California *
171. Alameda County, California *
172. Alhambra city, California *
173. Aliso Viejo city, California *
174. Amador County, California *
175. Anaheim city, California *
176. Antioch city, California *
177. Apple Valley town, California *
178. Arcadia city, California *
179. Atascadero city, California *
180. Azusa city, California *
181. Bakersfield city, California *
182. Baldwin Park city, California *
183. Banning city, California *
184. Beaumont city, California *
185. Bell city, California *
186. Bell Gardens city, California *
187. Bellflower city, California *
188. Berkeley city, California *
189. Beverly Hills city, California *
190. Brea city, California *
191. Brentwood city, California *
192. Buena Park city, California *
193. Burbank city, California *
194. Burlingame city, California *
195. Butte County, California *
196. Calaveras County, California *
197. Calexico city, California *
198. Camarillo city, California *
199. Campbell city, California *
200. Carlsbad city, California *
201. Carson city, California *
202. Cathedral City city, California *
203. Ceres city, California *
204. Cerritos city, California *
205. Chico city, California *
206. Chino city, California *
207. Chino Hills city, California *
208. Chula Vista city, California *
209. Citrus Heights city, California *
210. Claremont city, California *
211. Clovis city, California *
212. Coachella city, California *

213. Colton city, California *
214. Compton city, California *
215. Concord city, California *
216. Contra Costa County, California *
217. Corona city, California *
218. Costa Mesa city, California *
219. Covina city, California *
220. Culver City city, California *
221. Cupertino city, California *
222. Cypress city, California *
223. Daly City city, California *
224. Dana Point city, California *
225. Danville town, California *
226. Davis city, California *
227. Delano city, California *
228. Diamond Bar city, California *
229. Downey city, California *
230. Dublin city, California *
231. Eastvale city, California *
232. El Cajon city, California *
233. El Centro city, California *
234. El Dorado County, California *
235. El Monte city, California *
236. El Paso de Robles (Paso Robles) city, California *
237. Elk Grove city, California *
238. Encinitas city, California *
239. Escondido city, California *
240. Fairfield city, California *
241. Folsom city, California *
242. Fontana city, California *
243. Foster City city, California *
244. Fountain Valley city, California *
245. Fremont city, California *
246. Fresno city, California *
247. Fresno County, California *
248. Fullerton city, California *
249. Garden Grove city, California *
250. Gardena city, California *
251. Gilroy city, California *
252. Glendale city, California *
253. Glendora city, California *
254. Goleta city, California *
255. Hanford city, California *
256. Hawthorne city, California *
257. Hayward city, California *
258. Hemet city, California *
259. Hesperia city, California *
260. Highland city, California *
261. Hollister city, California *
262. Humboldt County, California *
263. Huntington Beach city, California *
264. Huntington Park city, California *
265. Imperial County, California *
266. Indio city, California *
267. Inglewood city, California *
268. Irvine city, California *
269. Jurupa Valley city, California *
270. Kern County, California *
271. Kings County, California *
272. La Habra city, California *
273. La Mesa city, California *
274. La Mirada city, California *
275. La Puente city, California *
276. La Quinta city, California *
277. La Verne city, California *
278. Laguna Hills city, California *
279. Laguna Niguel city, California *
280. Lake County, California *
281. Lake Elsinore city, California *
282. Lake Forest city, California *
283. Lakewood city, California *
284. Lancaster city, California *
285. Lassen County, California *
286. Lawndale city, California *
287. Lincoln city, California *
288. Livermore city, California *
289. Lodi city, California *
290. Lompoc city, California *
291. Long Beach city, California *
292. Los Altos city, California *
293. Los Angeles city, California *
294. Los Angeles County, California *
295. Los Banos city, California *
296. Los Gatos town, California *
297. Lynwood city, California *
298. Madera city, California *
299. Madera County, California *
300. Manhattan Beach city, California *
301. Manteca city, California *
302. Marin County, California *
303. Martinez city, California *
304. Mendocino County, California *
305. Menifee city, California *
306. Menlo Park city, California *
307. Merced city, California *
308. Merced County, California *
309. Milpitas city, California *
310. Mission Viejo city, California *
311. Modesto city, California *
312. Monrovia city, California *
313. Montclair city, California *
314. Montebello city, California *
315. Monterey County, California *
316. Monterey Park city, California *
317. Moorpark city, California *
318. Moreno Valley city, California *
319. Morgan Hill city, California *
320. Mountain View city, California *
321. Murrieta city, California *
322. Napa city, California *
323. Napa County, California *

324. National City city, California *
325. Nevada County, California *
326. Newark city, California *
327. Newport Beach city, California *
328. Norwalk city, California *
329. Novato city, California *
330. Oakland city, California *
331. Oakley city, California *
332. Oceanside city, California *
333. Ontario city, California *
334. Orange city, California *
335. Orange County, California *
336. Oxnard city, California *
337. Pacifica city, California *
338. Palm Desert city, California *
339. Palm Springs city, California *
340. Palmdale city, California *
341. Palo Alto city, California *
342. Paramount city, California *
343. Pasadena city, California *
344. Perris city, California *
345. Petaluma city, California *
346. Pico Rivera city, California *
347. Pittsburg city, California *
348. Placentia city, California *
349. Placer County, California *
350. Pleasant Hill city, California *
351. Pleasanton city, California *
352. Pomona city, California *
353. Porterville city, California *
354. Poway city, California *
355. Rancho Cordova city, California *
356. Rancho Cucamonga city, California *
357. Rancho Palos Verdes city, California *
358. Rancho Santa Margarita city, California *
359. Redding city, California *
360. Redlands city, California *
361. Redondo Beach city, California *
362. Redwood City city, California *
363. Rialto city, California *
364. Richmond city, California *
365. Riverside city, California *
366. Riverside County, California *
367. Rocklin city, California *
368. Rohnert Park city, California *
369. Rosemead city, California *
370. Roseville city, California *
371. Sacramento city, California *
372. Sacramento County, California *
373. Salinas city, California *
374. San Benito County, California *
375. San Bernardino city, California *
376. San Bernardino County, California *
377. San Bruno city, California *
378. San Buenaventura (Ventura) city, California *
379. San Carlos city, California *
380. San Clemente city, California *
381. San Diego city, California *
382. San Diego County, California *
383. San Dimas city, California *
384. San Francisco city / San Francisco County, California *
385. San Gabriel city, California *
386. San Jacinto city, California *
387. San Joaquin County, California *
388. San Jose city, California *
389. San Juan Capistrano city, California *
390. San Leandro city, California *
391. San Luis Obispo city, California *
392. San Luis Obispo County, California *
393. San Marcos city, California *
394. San Mateo city, California *
395. San Mateo County, California *
396. San Pablo city, California *
397. San Rafael city, California *
398. San Ramon city, California *
399. Santa Ana city, California *
400. Santa Barbara city, California *
401. Santa Barbara County, California *
402. Santa Clara city, California *
403. Santa Clara County, California *
404. Santa Clarita city, California *
405. Santa Cruz city, California *
406. Santa Cruz County, California *
407. Santa Maria city, California *
408. Santa Monica city, California *
409. Santa Rosa city, California *
410. Santee city, California *
411. Saratoga city, California *
412. Seaside city, California *
413. Shasta County, California *
414. Simi Valley city, California *
415. Siskiyou County, California *
416. Solano County, California *
417. Sonoma County, California *
418. South Gate city, California *
419. South San Francisco city, California *
420. Stanislaus County, California *
421. Stanton city, California *
422. Stockton city, California *
423. Sunnyvale city, California *
424. Sutter County, California *
425. Tehama County, California *
426. Temecula city, California *
427. Temple City city, California *
428. Thousand Oaks city, California *
429. Torrance city, California *
430. Tracy city, California *
431. Tulare city, California *
432. Tulare County, California *
433. Tuolumne County, California *

434. Turlock city, California *
435. Tustin city, California *
436. Union City city, California *
437. Upland city, California *
438. Vacaville city, California *
439. Vallejo city, California *
440. Ventura County, California *
441. Victorville city, California *
442. Visalia city, California *
443. Vista city, California *
444. Walnut Creek city, California *
445. Watsonville city, California *
446. West Covina city, California *
447. West Hollywood city, California *
448. West Sacramento city, California *
449. Westminster city, California *
450. Whittier city, California *
451. Wildomar city, California *
452. Woodland city, California *
453. Yolo County, California *
454. Yorba Linda city, California *
455. Yuba City city, California *
456. Yuba County, California *
457. Yucaipa city, California *
458. Agoura Hills city, California
459. Albany city, California
460. American Canyon city, California
461. Anderson city, California
462. Arcata city, California
463. Arroyo Grande city, California
464. Artesia city, California
465. Arvin city, California
466. Atwater city, California
467. Auburn city, California
468. Avenal city, California
469. Barstow city, California
470. Belmont city, California
471. Benicia city, California
472. Blythe city, California
473. Brawley city, California
474. Calabasas city, California
475. California City city, California
476. Canyon Lake city, California
477. Capitola city, California
478. Carpinteria city, California
479. Chowchilla city, California
480. Clayton city, California
481. Clearlake city, California
482. Coalinga city, California
483. Colusa County, California
484. Commerce city, California
485. Corcoran city, California
486. Coronado city, California
487. Cudahy city, California
488. Del Norte County, California
489. Desert Hot Springs city, California
490. Dinuba city, California
491. Dixon city, California
492. Duarte city, California
493. East Palo Alto city, California
494. El Cerrito city, California
495. El Segundo city, California
496. Emeryville city, California
497. Eureka city, California
498. Exeter city, California
499. Farmersville city, California
500. Fillmore city, California
501. Fortuna city, California
502. Galt city, California
503. Glenn County, California
504. Grand Terrace city, California
505. Grass Valley city, California
506. Greenfield city, California
507. Grover Beach city, California
508. Half Moon Bay city, California
509. Hawaiian Gardens city, California
510. Healdsburg city, California
511. Hercules city, California
512. Hermosa Beach city, California
513. Hillsborough town, California
514. Imperial Beach city, California
515. Imperial city, California
516. Inyo County, California
517. Kerman city, California
518. King City city, California
519. Kingsburg city, California
520. La Cañada Flintridge city, California
521. La Palma city, California
522. Lafayette city, California
523. Laguna Beach city, California
524. Laguna Woods city, California
525. Larkspur city, California
526. Lathrop city, California
527. Lemon Grove city, California
528. Lemoore city, California
529. Lindsay city, California
530. Livingston city, California
531. Loma Linda city, California
532. Lomita city, California
533. Los Alamitos city, California
534. Malibu city, California
535. Marina city, California
536. Mariposa County, California
537. Marysville city, California
538. Maywood city, California
539. McFarland city, California
540. Mendota city, California
541. Mill Valley city, California
542. Millbrae city, California
543. Mono County, California
544. Monterey city, California
545. Moraga town, California

546. Morro Bay city, California
547. Newman city, California
548. Norco city, California
549. Oakdale city, California
550. Orange Cove city, California
551. Orinda city, California
552. Oroville city, California
553. Pacific Grove city, California
554. Palos Verdes Estates city, California
555. Parlier city, California
556. Patterson city, California
557. Piedmont city, California
558. Pinole city, California
559. Placerville city, California
560. Plumas County, California
561. Port Hueneme city, California
562. Rancho Mirage city, California
563. Red Bluff city, California
564. Reedley city, California
565. Ridgecrest city, California
566. Ripon city, California
567. Riverbank city, California
568. San Anselmo town, California
569. San Fernando city, California
570. San Marino city, California
571. Sanger city, California
572. Santa Fe Springs city, California
573. Santa Paula city, California
574. Scotts Valley city, California
575. Seal Beach city, California
576. Selma city, California
577. Shafter city, California
578. Shasta Lake city, California
579. Sierra Madre city, California
580. Signal Hill city, California
581. Solana Beach city, California
582. Soledad city, California
583. Sonoma city, California
584. South El Monte city, California
585. South Lake Tahoe city, California
586. South Pasadena city, California
587. Suisun City city, California
588. Susanville city, California
589. Tehachapi city, California
590. Trinity County, California
591. Truckee town, California
592. Twentynine Palms city, California
593. Ukiah city, California
594. Walnut city, California
595. Wasco city, California
596. Windsor town, California
597. Yucca Valley town, California
598. Adams County, Colorado *
599. Arapahoe County, Colorado *
600. Arvada city, Colorado *
601. Aurora city, Colorado *
602. Boulder city, Colorado *
603. Boulder County, Colorado *
604. Brighton city, Colorado *
605. Broomfield city / Broomfield County, Colorado *
606. Castle Rock town, Colorado *
607. Centennial city, Colorado *
608. Colorado Springs city, Colorado *
609. Commerce City city, Colorado *
610. Delta County, Colorado *
611. Denver city / Denver County, Colorado *
612. Douglas County, Colorado *
613. Eagle County, Colorado *
614. El Paso County, Colorado *
615. Englewood city, Colorado *
616. Fort Collins city, Colorado *
617. Fountain city, Colorado *
618. Fremont County, Colorado *
619. Garfield County, Colorado *
620. Grand Junction city, Colorado *
621. Greeley city, Colorado *
622. Jefferson County, Colorado *
623. La Plata County, Colorado *
624. Lafayette city, Colorado *
625. Lakewood city, Colorado *
626. Larimer County, Colorado *
627. Littleton city, Colorado *
628. Longmont city, Colorado *
629. Loveland city, Colorado *
630. Mesa County, Colorado *
631. Montrose County, Colorado *
632. Northglenn city, Colorado *
633. Parker town, Colorado *
634. Pueblo city, Colorado *
635. Pueblo County, Colorado *
636. Summit County, Colorado *
637. Thornton city, Colorado *
638. Weld County, Colorado *
639. Westminster city, Colorado *
640. Wheat Ridge city, Colorado *
641. Windsor town, Colorado *
642. Alamosa County, Colorado
643. Archuleta County, Colorado
644. Cañon City city, Colorado
645. Castle Pines city, Colorado
646. Chaffee County, Colorado
647. Durango city, Colorado
648. Elbert County, Colorado
649. Erie town, Colorado
650. Evans city, Colorado
651. Federal Heights city, Colorado
652. Firestone town, Colorado
653. Fort Morgan city, Colorado
654. Frederick town, Colorado
655. Fruita city, Colorado
656. Golden city, Colorado

657. Grand County, Colorado
658. Greenwood Village city, Colorado
659. Gunnison County, Colorado
660. Johnstown town, Colorado
661. Las Animas County, Colorado
662. Logan County, Colorado
663. Lone Tree city, Colorado
664. Louisville city, Colorado
665. Moffat County, Colorado
666. Montezuma County, Colorado
667. Montrose city, Colorado
668. Morgan County, Colorado
669. Otero County, Colorado
670. Park County, Colorado
671. Pitkin County, Colorado
672. Prowers County, Colorado
673. Rio Grande County, Colorado
674. Routt County, Colorado
675. Steamboat Springs city, Colorado
676. Sterling city, Colorado
677. Superior town, Colorado
678. Teller County, Colorado
679. Wellington town, Colorado
680. Yuma County, Colorado
681. Bridgeport town / Bridgeport city, Connecticut *
682. Bristol city / Bristol town, Connecticut *
683. Danbury city / Danbury town, Connecticut *
684. East Hartford town, Connecticut *
685. Enfield town, Connecticut *
686. Fairfield town, Connecticut *
687. Glastonbury town, Connecticut *
688. Greenwich town, Connecticut *
689. Groton town, Connecticut *
690. Hamden town, Connecticut *
691. Hartford city / Hartford town, Connecticut *
692. Manchester town, Connecticut *
693. Meriden city / Meriden town, Connecticut *
694. Middletown city / Middletown town, Connecticut *
695. Milford city, Connecticut *
696. Milford town, Connecticut *
697. Naugatuck borough / Naugatuck town, Connecticut *
698. New Britain town / New Britain city, Connecticut *
699. New Haven town / New Haven city, Connecticut *
700. Newington town, Connecticut *
701. Norwalk city / Norwalk town, Connecticut *
702. Norwich city / Norwich town, Connecticut *
703. Shelton city / Shelton town, Connecticut *
704. Southington town, Connecticut *
705. Stamford city / Stamford town, Connecticut *
706. Stratford town, Connecticut *
707. Torrington city / Torrington town, Connecticut *
708. Trumbull town, Connecticut *
709. Wallingford town, Connecticut *
710. Waterbury city / Waterbury town, Connecticut *
711. West Hartford town, Connecticut *
712. West Haven city / West Haven town, Connecticut *
713. Ansonia town / Ansonia city, Connecticut
714. Avon town, Connecticut
715. Berlin town, Connecticut
716. Bethel town, Connecticut
717. Bloomfield town, Connecticut
718. Branford town, Connecticut
719. Brookfield town, Connecticut
720. Canton town, Connecticut
721. Cheshire town, Connecticut
722. Clinton town, Connecticut
723. Colchester town, Connecticut
724. Coventry town, Connecticut
725. Cromwell town, Connecticut
726. Darien town, Connecticut
727. Derby city / Derby town, Connecticut
728. East Hampton town, Connecticut
729. East Haven town, Connecticut
730. East Lyme town, Connecticut
731. East Windsor town, Connecticut
732. Ellington town, Connecticut
733. Farmington town, Connecticut
734. Granby town, Connecticut
735. Griswold town, Connecticut
736. Guilford town, Connecticut
737. Killingly town, Connecticut
738. Ledyard town, Connecticut
739. Madison town, Connecticut
740. Mansfield town, Connecticut
741. Monroe town, Connecticut
742. Montville town, Connecticut
743. New Canaan town, Connecticut
744. New Fairfield town, Connecticut
745. New London city / New London town, Connecticut
746. New Milford town, Connecticut
747. Newtown town, Connecticut
748. North Branford town, Connecticut
749. North Haven town, Connecticut
750. Old Saybrook town, Connecticut
751. Orange town, Connecticut
752. Oxford town, Connecticut
753. Plainfield town, Connecticut
754. Plainville town, Connecticut
755. Plymouth town, Connecticut
756. Ridgefield town, Connecticut
757. Rocky Hill town, Connecticut
758. Seymour town, Connecticut

759. Simsbury town, Connecticut
760. Somers town, Connecticut
761. South Windsor town, Connecticut
762. Southbury town, Connecticut
763. Stafford town, Connecticut
764. Stonington town, Connecticut
765. Suffield town, Connecticut
766. Tolland town, Connecticut
767. Vernon town, Connecticut
768. Waterford town, Connecticut
769. Watertown town, Connecticut
770. Weston town, Connecticut
771. Westport town, Connecticut
772. Wethersfield town, Connecticut
773. Wilton town, Connecticut
774. Winchester town, Connecticut
775. Windham town, Connecticut
776. Windsor Locks town, Connecticut
777. Windsor town, Connecticut
778. Wolcott town, Connecticut
779. Dover city, Delaware *
780. Kent County, Delaware *
781. New Castle County, Delaware *
782. Newark city, Delaware *
783. Sussex County, Delaware *
784. Wilmington city, Delaware *
785. Middletown town, Delaware
786. Milford city, Delaware
787. Smyrna town, Delaware
788. Alachua County, Florida *
789. Altamonte Springs city, Florida *
790. Apopka city, Florida *
791. Aventura city, Florida *
792. Bay County, Florida *
793. Boca Raton city, Florida *
794. Bonita Springs city, Florida *
795. Boynton Beach city, Florida *
796. Bradenton city, Florida *
797. Brevard County, Florida *
798. Broward County, Florida *
799. Cape Coral city, Florida *
800. Charlotte County, Florida *
801. Citrus County, Florida *
802. Clay County, Florida *
803. Clearwater city, Florida *
804. Clermont city, Florida *
805. Coconut Creek city, Florida *
806. Collier County, Florida *
807. Columbia County, Florida *
808. Cooper City city, Florida *
809. Coral Gables city, Florida *
810. Coral Springs city, Florida *
811. Cutler Bay town, Florida *
812. Dania Beach city, Florida *
813. Davie town, Florida *
814. Daytona Beach city, Florida *
815. Deerfield Beach city, Florida *
816. DeLand city, Florida *
817. Delray Beach city, Florida *
818. Deltona city, Florida *
819. DeSoto County, Florida *
820. Doral city, Florida *
821. Dunedin city, Florida *
822. Duval County / Jacksonville city, Florida *
823. Escambia County, Florida *
824. Estero village, Florida *
825. Flagler County, Florida *
826. Fort Lauderdale city, Florida *
827. Fort Myers city, Florida *
828. Fort Pierce city, Florida *
829. Gadsden County, Florida *
830. Gainesville city, Florida *
831. Greenacres city, Florida *
832. Hallandale Beach city, Florida *
833. Hendry County, Florida *
834. Hernando County, Florida *
835. Hialeah city, Florida *
836. Highlands County, Florida *
837. Hillsborough County, Florida *
838. Hollywood city, Florida *
839. Homestead city, Florida *
840. Indian River County, Florida *
841. Jackson County, Florida *
842. Jupiter town, Florida *
843. Kissimmee city, Florida *
844. Lake County, Florida *
845. Lake Worth city, Florida *
846. Lakeland city, Florida *
847. Largo city, Florida *
848. Lauderdale Lakes city, Florida *
849. Lauderhill city, Florida *
850. Lee County, Florida *
851. Leon County, Florida *
852. Levy County, Florida *
853. Manatee County, Florida *
854. Margate city, Florida *
855. Marion County, Florida *
856. Martin County, Florida *
857. Melbourne city, Florida *
858. Miami Beach city, Florida *
859. Miami city, Florida *
860. Miami Gardens city, Florida *
861. Miami Lakes town, Florida *
862. Miami-Dade County, Florida *
863. Miramar city, Florida *
864. Monroe County, Florida *
865. Nassau County, Florida *
866. North Lauderdale city, Florida *
867. North Miami Beach city, Florida *
868. North Miami city, Florida *
869. North Port city, Florida *
870. Oakland Park city, Florida *

871. Ocala city, Florida *
872. Ocoee city, Florida *
873. Okaloosa County, Florida *
874. Okeechobee County, Florida *
875. Orange County, Florida *
876. Orlando city, Florida *
877. Ormond Beach city, Florida *
878. Osceola County, Florida *
879. Oviedo city, Florida *
880. Palm Bay city, Florida *
881. Palm Beach County, Florida *
882. Palm Beach Gardens city, Florida *
883. Palm Coast city, Florida *
884. Panama City city, Florida *
885. Parkland city, Florida *
886. Pasco County, Florida *
887. Pembroke Pines city, Florida *
888. Pensacola city, Florida *
889. Pinellas County, Florida *
890. Pinellas Park city, Florida *
891. Plant City city, Florida *
892. Plantation city, Florida *
893. Polk County, Florida *
894. Pompano Beach city, Florida *
895. Port Orange city, Florida *
896. Port St. Lucie city, Florida *
897. Putnam County, Florida *
898. Riviera Beach city, Florida *
899. Royal Palm Beach village, Florida *
900. Sanford city, Florida *
901. Santa Rosa County, Florida *
902. Sarasota city, Florida *
903. Sarasota County, Florida *
904. Seminole County, Florida *
905. St. Cloud city, Florida *
906. St. Johns County, Florida *
907. St. Lucie County, Florida *
908. St. Petersburg city, Florida *
909. Sumter County, Florida *
910. Sunrise city, Florida *
911. Suwannee County, Florida *
912. Tallahassee city, Florida *
913. Tamarac city, Florida *
914. Tampa city, Florida *
915. Titusville city, Florida *
916. Volusia County, Florida *
917. Wakulla County, Florida *
918. Walton County, Florida *
919. Wellington village, Florida *
920. West Palm Beach city, Florida *
921. Weston city, Florida *
922. Winter Garden city, Florida *
923. Winter Haven city, Florida *
924. Winter Park city, Florida *
925. Winter Springs city, Florida *
926. Atlantic Beach city, Florida
927. Auburndale city, Florida
928. Avon Park city, Florida
929. Baker County, Florida
930. Bartow city, Florida
931. Belle Glade city, Florida
932. Bradford County, Florida
933. Calhoun County, Florida
934. Callaway city, Florida
935. Cape Canaveral city, Florida
936. Casselberry city, Florida
937. Cocoa Beach city, Florida
938. Cocoa city, Florida
939. Crestview city, Florida
940. DeBary city, Florida
941. Destin city, Florida
942. Dixie County, Florida
943. Edgewater city, Florida
944. Eustis city, Florida
945. Fernandina Beach city, Florida
946. Florida City city, Florida
947. Fort Walton Beach city, Florida
948. Franklin County, Florida
949. Fruitland Park city, Florida
950. Gilchrist County, Florida
951. Glades County, Florida
952. Groveland city, Florida
953. Gulf County, Florida
954. Gulfport city, Florida
955. Haines City city, Florida
956. Hamilton County, Florida
957. Hardee County, Florida
958. Hialeah Gardens city, Florida
959. Holly Hill city, Florida
960. Holmes County, Florida
961. Jacksonville Beach city, Florida
962. Jefferson County, Florida
963. Key Biscayne village, Florida
964. Key West city, Florida
965. Lady Lake town, Florida
966. Lake City city, Florida
967. Lake Mary city, Florida
968. Lake Wales city, Florida
969. Lantana town, Florida
970. Leesburg city, Florida
971. Lighthouse Point city, Florida
972. Longwood city, Florida
973. Lynn Haven city, Florida
974. Madison County, Florida
975. Maitland city, Florida
976. Marco Island city, Florida
977. Miami Shores village, Florida
978. Miami Springs city, Florida
979. Milton city, Florida
980. Minneola city, Florida
981. Mount Dora city, Florida
982. Naples city, Florida

983. New Port Richey city, Florida
984. New Smyrna Beach city, Florida
985. Niceville city, Florida
986. North Palm Beach village, Florida
987. Oldsmar city, Florida
988. Opa-locka city, Florida
989. Orange City city, Florida
990. Palatka city, Florida
991. Palm Springs village, Florida
992. Palmetto Bay village, Florida
993. Palmetto city, Florida
994. Panama City Beach city, Florida
995. Pinecrest village, Florida
996. Punta Gorda city, Florida
997. Rockledge city, Florida
998. Safety Harbor city, Florida
999. Satellite Beach city, Florida
1000. Sebastian city, Florida
1001. Sebring city, Florida
1002. Seminole city, Florida
1003. South Daytona city, Florida
1004. South Miami city, Florida
1005. St. Augustine city, Florida
1006. Stuart city, Florida
1007. Sunny Isles Beach city, Florida
1008. Sweetwater city, Florida
1009. Tarpon Springs city, Florida
1010. Tavares city, Florida
1011. Taylor County, Florida
1012. Temple Terrace city, Florida
1013. Union County, Florida
1014. Venice city, Florida
1015. Vero Beach city, Florida
1016. Washington County, Florida
1017. West Melbourne city, Florida
1018. West Park city, Florida
1019. Wilton Manors city, Florida
1020. Zephyrhills city, Florida
1021. Hawaii County, Hawaii *
1022. Honolulu County / Honolulu city, Hawaii *
1023. Kauai County, Hawaii *
1024. Maui County, Hawaii *
1025. Ada County, Idaho *
1026. Bannock County, Idaho *
1027. Bingham County, Idaho *
1028. Boise City city, Idaho *
1029. Bonner County, Idaho *
1030. Bonneville County, Idaho *
1031. Caldwell city, Idaho *
1032. Canyon County, Idaho *
1033. Coeur d'Alene city, Idaho *
1034. Idaho Falls city, Idaho *
1035. Kootenai County, Idaho *
1036. Latah County, Idaho *
1037. Lewiston city, Idaho *
1038. Madison County, Idaho *
1039. Meridian city, Idaho *
1040. Nampa city, Idaho *
1041. Nez Perce County, Idaho *
1042. Pocatello city, Idaho *
1043. Post Falls city, Idaho *
1044. Twin Falls city, Idaho *
1045. Twin Falls County, Idaho *
1046. Ammon city, Idaho
1047. Blackfoot city, Idaho
1048. Blaine County, Idaho
1049. Boundary County, Idaho
1050. Burley city, Idaho
1051. Cassia County, Idaho
1052. Chubbuck city, Idaho
1053. Eagle city, Idaho
1054. Elmore County, Idaho
1055. Franklin County, Idaho
1056. Fremont County, Idaho
1057. Garden City city, Idaho
1058. Gem County, Idaho
1059. Gooding County, Idaho
1060. Hayden city, Idaho
1061. Idaho County, Idaho
1062. Jefferson County, Idaho
1063. Jerome city, Idaho
1064. Jerome County, Idaho
1065. Kuna city, Idaho
1066. Minidoka County, Idaho
1067. Moscow city, Idaho
1068. Mountain Home city, Idaho
1069. Owyhee County, Idaho
1070. Payette County, Idaho
1071. Rexburg city, Idaho
1072. Shoshone County, Idaho
1073. Star city, Idaho
1074. Teton County, Idaho
1075. Valley County, Idaho
1076. Washington County, Idaho
1077. Adams County, Illinois *
1078. Addison township, Illinois *
1079. Addison village, Illinois *
1080. Algonquin township, Illinois *
1081. Algonquin village, Illinois *
1082. Arlington Heights village, Illinois *
1083. Aurora city, Illinois *
1084. Aurora township, Illinois *
1085. Avon township, Illinois *
1086. Bartlett village, Illinois *
1087. Batavia township, Illinois *
1088. Belleville city, Illinois *
1089. Berwyn city, Illinois *
1090. Berwyn township, Illinois *
1091. Bloom township, Illinois *
1092. Bloomingdale township, Illinois *
1093. Bloomington city, Illinois *
1094. Bloomington City township, Illinois *

1095. Bolingbrook village, Illinois *
1096. Boone County, Illinois *
1097. Bourbonnais township, Illinois *
1098. Bremen township, Illinois *
1099. Bristol township, Illinois *
1100. Buffalo Grove village, Illinois *
1101. Bureau County, Illinois *
1102. Calumet City city, Illinois *
1103. Capital township, Illinois *
1104. Carol Stream village, Illinois *
1105. Carpentersville village, Illinois *
1106. Caseyville township, Illinois *
1107. Champaign city, Illinois *
1108. Champaign City township, Illinois *
1109. Champaign County, Illinois *
1110. Chicago city, Illinois *
1111. Christian County, Illinois *
1112. Cicero town / Cicero township, Illinois *
1113. Clinton County, Illinois *
1114. Coles County, Illinois *
1115. Collinsville township, Illinois *
1116. Cook County, Illinois *
1117. Crystal Lake city, Illinois *
1118. Cunningham township, Illinois *
1119. Danville city, Illinois *
1120. Decatur city, Illinois *
1121. Decatur township, Illinois *
1122. DeKalb city, Illinois *
1123. DeKalb County, Illinois *
1124. DeKalb township, Illinois *
1125. Des Plaines city, Illinois *
1126. Downers Grove township, Illinois *
1127. Downers Grove village, Illinois *
1128. Du Page township, Illinois *
1129. Dundee township, Illinois *
1130. DuPage County, Illinois *
1131. Edwardsville township, Illinois *
1132. Effingham County, Illinois *
1133. Ela township, Illinois *
1134. Elgin city, Illinois *
1135. Elgin township, Illinois *
1136. Elk Grove township, Illinois *
1137. Elk Grove Village village, Illinois *
1138. Elmhurst city, Illinois *
1139. Evanston city, Illinois *
1140. Frankfort township, Illinois *
1141. Franklin County, Illinois *
1142. Fremont township, Illinois *
1143. Fulton County, Illinois *
1144. Galesburg city, Illinois *
1145. Galesburg City township, Illinois *
1146. Glendale Heights village, Illinois *
1147. Glenview village, Illinois *
1148. Grafton township, Illinois *
1149. Grundy County, Illinois *
1150. Gurnee village, Illinois *
1151. Hanover Park village, Illinois *
1152. Hanover township, Illinois *
1153. Harlem township, Illinois *
1154. Henry County, Illinois *
1155. Hoffman Estates village, Illinois *
1156. Homer township, Illinois *
1157. Jackson County, Illinois *
1158. Jefferson County, Illinois *
1159. Joliet city, Illinois *
1160. Joliet township, Illinois *
1161. Kane County, Illinois *
1162. Kankakee County, Illinois *
1163. Kendall County, Illinois *
1164. Knox County, Illinois *
1165. Lake County, Illinois *
1166. Lake Villa township, Illinois *
1167. LaSalle County, Illinois *
1168. Lee County, Illinois *
1169. Leyden township, Illinois *
1170. Libertyville township, Illinois *
1171. Lisle township, Illinois *
1172. Livingston County, Illinois *
1173. Lockport township, Illinois *
1174. Lombard village, Illinois *
1175. Lyons township, Illinois *
1176. Macon County, Illinois *
1177. Macoupin County, Illinois *
1178. Madison County, Illinois *
1179. Maine township, Illinois *
1180. Marion County, Illinois *
1181. McHenry County, Illinois *
1182. McHenry township, Illinois *
1183. McLean County, Illinois *
1184. Milton township, Illinois *
1185. Moline city, Illinois *
1186. Monroe County, Illinois *
1187. Moraine township, Illinois *
1188. Morgan County, Illinois *
1189. Mount Prospect village, Illinois *
1190. Mundelein village, Illinois *
1191. Naperville city, Illinois *
1192. Naperville township, Illinois *
1193. New Lenox township, Illinois *
1194. New Trier township, Illinois *
1195. Niles township, Illinois *
1196. Normal town, Illinois *
1197. Normal township, Illinois *
1198. Northbrook village, Illinois *
1199. Northfield township, Illinois *
1200. Nunda township, Illinois *
1201. Oak Lawn village, Illinois *
1202. Oak Park township, Illinois *
1203. Oak Park village, Illinois *
1204. Ogle County, Illinois *
1205. Orland Park village, Illinois *
1206. Orland township, Illinois *

1207. Oswego township, Illinois *
1208. Oswego village, Illinois *
1209. Palatine township, Illinois *
1210. Palatine village, Illinois *
1211. Palos township, Illinois *
1212. Park Ridge city, Illinois *
1213. Pekin city, Illinois *
1214. Peoria city, Illinois *
1215. Peoria City township, Illinois *
1216. Peoria County, Illinois *
1217. Plainfield township, Illinois *
1218. Plainfield village, Illinois *
1219. Proviso township, Illinois *
1220. Quincy city, Illinois *
1221. Quincy township, Illinois *
1222. Randolph County, Illinois *
1223. Rich township, Illinois *
1224. Rock Island city, Illinois *
1225. Rock Island County, Illinois *
1226. Rockford city, Illinois *
1227. Rockford township, Illinois *
1228. Romeoville village, Illinois *
1229. Sangamon County, Illinois *
1230. Schaumburg township, Illinois *
1231. Schaumburg village, Illinois *
1232. Shields township, Illinois *
1233. Skokie village, Illinois *
1234. South Moline township, Illinois *
1235. Springfield city, Illinois *
1236. St. Charles city, Illinois *
1237. St. Charles township, Illinois *
1238. St. Clair County, Illinois *
1239. St. Clair township, Illinois *
1240. Stephenson County, Illinois *
1241. Stickney township, Illinois *
1242. Streamwood village, Illinois *
1243. Tazewell County, Illinois *
1244. Thornton township, Illinois *
1245. Tinley Park village, Illinois *
1246. Troy township, Illinois *
1247. Urbana city, Illinois *
1248. Vermilion County, Illinois *
1249. Vernon township, Illinois *
1250. Warren township, Illinois *
1251. Waukegan city, Illinois *
1252. Waukegan township, Illinois *
1253. Wayne township, Illinois *
1254. West Deerfield township, Illinois *
1255. Wheatland township, Illinois *
1256. Wheaton city, Illinois *
1257. Wheeling township, Illinois *
1258. Wheeling village, Illinois *
1259. Whiteside County, Illinois *
1260. Will County, Illinois *
1261. Williamson County, Illinois *
1262. Winfield township, Illinois *
1263. Winnebago County, Illinois *
1264. Wood River township, Illinois *
1265. Woodford County, Illinois *
1266. Woodridge village, Illinois *
1267. Worth township, Illinois *
1268. York township, Illinois *
1269. Alsip village, Illinois
1270. Alton city, Illinois
1271. Alton township, Illinois
1272. Antioch township, Illinois
1273. Antioch village, Illinois
1274. Aux Sable township, Illinois
1275. Barrington township, Illinois
1276. Barrington village, Illinois
1277. Batavia city, Illinois
1278. Beach Park village, Illinois
1279. Bellwood village, Illinois
1280. Belvidere city, Illinois
1281. Belvidere township, Illinois
1282. Bensenville village, Illinois
1283. Benton township, Illinois
1284. Blackberry township, Illinois
1285. Bloomingdale village, Illinois
1286. Blue Island city, Illinois
1287. Bond County, Illinois
1288. Bourbonnais village, Illinois
1289. Bradley village, Illinois
1290. Bridgeview village, Illinois
1291. Brookfield village, Illinois
1292. Bruce township, Illinois
1293. Burbank city, Illinois
1294. Burr Ridge village, Illinois
1295. Cahokia village, Illinois
1296. Calumet township, Illinois
1297. Campton Hills village, Illinois
1298. Campton township, Illinois
1299. Canton city, Illinois
1300. Canton township, Illinois
1301. Carbondale city, Illinois
1302. Carbondale township, Illinois
1303. Carroll County, Illinois
1304. Cary village, Illinois
1305. Cass County, Illinois
1306. Centralia city, Illinois
1307. Centralia township, Illinois
1308. Centreville township, Illinois
1309. Champaign township, Illinois
1310. Channahon township, Illinois
1311. Channahon village, Illinois
1312. Charleston city, Illinois
1313. Charleston township, Illinois
1314. Chatham village, Illinois
1315. Cherry Valley township, Illinois
1316. Chicago Heights city, Illinois
1317. Chicago Ridge village, Illinois
1318. Clark County, Illinois

1319. Clay County, Illinois
1320. Collinsville city, Illinois
1321. Coloma township, Illinois
1322. Columbia city, Illinois
1323. Cortland township, Illinois
1324. Country Club Hills city, Illinois
1325. Crawford County, Illinois
1326. Crest Hill city, Illinois
1327. Crestwood village, Illinois
1328. Crete township, Illinois
1329. Cuba township, Illinois
1330. Cumberland County, Illinois
1331. Danville township, Illinois
1332. Darien city, Illinois
1333. De Witt County, Illinois
1334. Deerfield village, Illinois
1335. Dixon city, Illinois
1336. Dixon township, Illinois
1337. Dolton village, Illinois
1338. Dorr township, Illinois
1339. Douglas County, Illinois
1340. Douglas township, Illinois
1341. East Moline city, Illinois
1342. East Peoria city, Illinois
1343. East St. Louis city, Illinois
1344. East St. Louis township, Illinois
1345. Edgar County, Illinois
1346. Edwardsville city, Illinois
1347. Effingham city, Illinois
1348. Elmwood Park village, Illinois
1349. Evergreen Park village, Illinois
1350. Fairview Heights city, Illinois
1351. Fayette County, Illinois
1352. Flagg township, Illinois
1353. Fondulac township, Illinois
1354. Ford County, Illinois
1355. Forest Park village, Illinois
1356. Fox Lake village, Illinois
1357. Frankfort village, Illinois
1358. Franklin Park village, Illinois
1359. Freeport city, Illinois
1360. Freeport township, Illinois
1361. Geneva city, Illinois
1362. Geneva township, Illinois
1363. Glen Carbon village, Illinois
1364. Glen Ellyn village, Illinois
1365. Godfrey township, Illinois
1366. Godfrey village, Illinois
1367. Granite City city, Illinois
1368. Granite City township, Illinois
1369. Grant township, Illinois
1370. Grayslake village, Illinois
1371. Greene County, Illinois
1372. Greenwood township, Illinois
1373. Groveland township, Illinois
1374. Hampton township, Illinois
1375. Hancock County, Illinois
1376. Harrisburg township, Illinois
1377. Harvey city, Illinois
1378. Hazel Crest village, Illinois
1379. Herrin city, Illinois
1380. Hickory Hills city, Illinois
1381. Hickory Point township, Illinois
1382. Highland Park city, Illinois
1383. Hinsdale village, Illinois
1384. Homer Glen village, Illinois
1385. Homewood village, Illinois
1386. Huntley village, Illinois
1387. Iroquois County, Illinois
1388. Jacksonville city, Illinois
1389. Jarvis township, Illinois
1390. Jersey County, Illinois
1391. Jo Daviess County, Illinois
1392. Johnson County, Illinois
1393. Justice village, Illinois
1394. Kankakee city, Illinois
1395. Kankakee township, Illinois
1396. Kewanee city, Illinois
1397. La Grange Park village, Illinois
1398. La Grange village, Illinois
1399. Lake Forest city, Illinois
1400. Lake in the Hills village, Illinois
1401. Lake Zurich village, Illinois
1402. Lansing village, Illinois
1403. LaSalle township, Illinois
1404. Lawrence County, Illinois
1405. Lemont township, Illinois
1406. Lemont village, Illinois
1407. Libertyville village, Illinois
1408. Limestone township, Illinois
1409. Lincoln city, Illinois
1410. Lincolnwood village, Illinois
1411. Lindenhurst village, Illinois
1412. Lisle village, Illinois
1413. Little Rock township, Illinois
1414. Lockport city, Illinois
1415. Logan County, Illinois
1416. Long Creek township, Illinois
1417. Loves Park city, Illinois
1418. Lyons village, Illinois
1419. Machesney Park village, Illinois
1420. Macomb city, Illinois
1421. Macomb City township, Illinois
1422. Mahomet township, Illinois
1423. Manhattan township, Illinois
1424. Manteno township, Illinois
1425. Marion city, Illinois
1426. Markham city, Illinois
1427. Marshall County, Illinois
1428. Mason County, Illinois
1429. Massac County, Illinois
1430. Matteson village, Illinois

1431. Mattoon city, Illinois
1432. Mattoon township, Illinois
1433. Maywood village, Illinois
1434. McDonough County, Illinois
1435. McHenry city, Illinois
1436. Medina township, Illinois
1437. Melrose Park village, Illinois
1438. Menard County, Illinois
1439. Mercer County, Illinois
1440. Midlothian village, Illinois
1441. Minooka village, Illinois
1442. Mokena village, Illinois
1443. Moline township, Illinois
1444. Monee township, Illinois
1445. Montgomery County, Illinois
1446. Montgomery village, Illinois
1447. Morris city, Illinois
1448. Morton Grove village, Illinois
1449. Morton township, Illinois
1450. Morton village, Illinois
1451. Moultrie County, Illinois
1452. Mount Vernon city, Illinois
1453. Mount Vernon township, Illinois
1454. Nameoki township, Illinois
1455. New Lenox village, Illinois
1456. Newell township, Illinois
1457. Niles village, Illinois
1458. Norridge village, Illinois
1459. North Aurora village, Illinois
1460. North Chicago city, Illinois
1461. Northlake city, Illinois
1462. Norwood Park township, Illinois
1463. O'Fallon city, Illinois
1464. O'Fallon township, Illinois
1465. Oak Forest city, Illinois
1466. Ottawa city, Illinois
1467. Ottawa township, Illinois
1468. Palos Heights city, Illinois
1469. Palos Hills city, Illinois
1470. Park Forest village, Illinois
1471. Pekin township, Illinois
1472. Perry County, Illinois
1473. Peru township, Illinois
1474. Piatt County, Illinois
1475. Pike County, Illinois
1476. Plano city, Illinois
1477. Pontiac city, Illinois
1478. Pontiac township, Illinois
1479. Prospect Heights city, Illinois
1480. Rantoul township, Illinois
1481. Rantoul village, Illinois
1482. Richland County, Illinois
1483. Richton Park village, Illinois
1484. River Forest township, Illinois
1485. River Forest village, Illinois
1486. Riverdale village, Illinois
1487. Riverside township, Illinois
1488. Rock Island township, Illinois
1489. Rockton township, Illinois
1490. Rolling Meadows city, Illinois
1491. Roscoe township, Illinois
1492. Roscoe village, Illinois
1493. Roselle village, Illinois
1494. Round Lake Beach village, Illinois
1495. Round Lake village, Illinois
1496. Rutland township, Illinois
1497. Saline County, Illinois
1498. Sauk Village village, Illinois
1499. Schiller Park village, Illinois
1500. Shelby County, Illinois
1501. Shiloh Valley township, Illinois
1502. Shiloh village, Illinois
1503. Shorewood village, Illinois
1504. South Elgin village, Illinois
1505. South Holland village, Illinois
1506. South Rock Island township, Illinois
1507. Sterling city, Illinois
1508. Sterling township, Illinois
1509. Streator city, Illinois
1510. Sugar Grove township, Illinois
1511. Summit village, Illinois
1512. Swansea village, Illinois
1513. Sycamore city, Illinois
1514. Sycamore township, Illinois
1515. Taylorville city, Illinois
1516. Taylorville township, Illinois
1517. Troy city, Illinois
1518. Union County, Illinois
1519. Vernon Hills village, Illinois
1520. Villa Park village, Illinois
1521. Wabash County, Illinois
1522. Warren County, Illinois
1523. Warrenville city, Illinois
1524. Washington city, Illinois
1525. Washington County, Illinois
1526. Washington township, Illinois
1527. Waterloo city, Illinois
1528. Wauconda township, Illinois
1529. Wauconda village, Illinois
1530. Wayne County, Illinois
1531. West Chicago city, Illinois
1532. Westchester village, Illinois
1533. Western Springs village, Illinois
1534. Westmont village, Illinois
1535. White County, Illinois
1536. Wilmette village, Illinois
1537. Winnetka village, Illinois
1538. Wood Dale city, Illinois
1539. Wood River city, Illinois
1540. Woodside township, Illinois
1541. Woodstock city, Illinois
1542. Worth village, Illinois

1543. Yorkville city, Illinois
1544. Zion city, Illinois
1545. Zion township, Illinois
1546. Aboite township, Indiana *
1547. Adams County, Indiana *
1548. Adams township, Indiana *
1549. Allen County, Indiana *
1550. Anderson city, Indiana *
1551. Anderson township, Indiana *
1552. Bartholomew County, Indiana *
1553. Bloomington city, Indiana *
1554. Bloomington township, Indiana *
1555. Boone County, Indiana *
1556. Calumet township, Indiana *
1557. Carmel city, Indiana *
1558. Cass County, Indiana *
1559. Center township, Indiana *
1560. Center township, Indiana *
1561. Center township, Indiana *
1562. Center township, Indiana *
1563. Center township, Indiana *
1564. Center township, Indiana *
1565. Clark County, Indiana *
1566. Clay township, Indiana *
1567. Clay township, Indiana *
1568. Clinton County, Indiana *
1569. Columbus city, Indiana *
1570. Columbus township, Indiana *
1571. Concord township, Indiana *
1572. Crown Point city, Indiana *
1573. Daviess County, Indiana *
1574. Dearborn County, Indiana *
1575. Decatur township, Indiana *
1576. DeKalb County, Indiana *
1577. Delaware County, Indiana *
1578. Delaware township, Indiana *
1579. Dubois County, Indiana *
1580. Elkhart city, Indiana *
1581. Elkhart County, Indiana *
1582. Elkhart township, Indiana *
1583. Evansville city, Indiana *
1584. Fairfield township, Indiana *
1585. Fall Creek township, Indiana *
1586. Fishers city, Indiana *
1587. Floyd County, Indiana *
1588. Fort Wayne city, Indiana *
1589. Franklin township, Indiana *
1590. Gary city, Indiana *
1591. Gibson County, Indiana *
1592. Goshen city, Indiana *
1593. Grant County, Indiana *
1594. Greene County, Indiana *
1595. Greenwood city, Indiana *
1596. Guilford township, Indiana *
1597. Hamilton County, Indiana *
1598. Hammond city, Indiana *
1599. Hancock County, Indiana *
1600. Harrison County, Indiana *
1601. Harrison township, Indiana *
1602. Hendricks County, Indiana *
1603. Henry County, Indiana *
1604. Hobart township, Indiana *
1605. Howard County, Indiana *
1606. Huntington County, Indiana *
1607. Jackson County, Indiana *
1608. Jasper County, Indiana *
1609. Jefferson County, Indiana *
1610. Jeffersonville city, Indiana *
1611. Jeffersonville township, Indiana *
1612. Johnson County, Indiana *
1613. Knight township, Indiana *
1614. Knox County, Indiana *
1615. Kokomo city, Indiana *
1616. Kosciusko County, Indiana *
1617. Lafayette city, Indiana *
1618. LaGrange County, Indiana *
1619. Lake County, Indiana *
1620. LaPorte County, Indiana *
1621. Lawrence city, Indiana *
1622. Lawrence County, Indiana *
1623. Lawrence township, Indiana *
1624. Lincoln township, Indiana *
1625. Madison County, Indiana *
1626. Marion County / Indianapolis city, Indiana *
1627. Marshall County, Indiana *
1628. Merrillville town, Indiana *
1629. Miami County, Indiana *
1630. Michigan City city, Indiana *
1631. Mishawaka city, Indiana *
1632. Monroe County, Indiana *
1633. Montgomery County, Indiana *
1634. Morgan County, Indiana *
1635. Muncie city, Indiana *
1636. New Albany city, Indiana *
1637. New Albany township, Indiana *
1638. Noble County, Indiana *
1639. Noblesville city, Indiana *
1640. Noblesville township, Indiana *
1641. North township, Indiana *
1642. Ohio township, Indiana *
1643. Penn township, Indiana *
1644. Perry township, Indiana *
1645. Perry township, Indiana *
1646. Perry township, Indiana *
1647. Pike township, Indiana *
1648. Plainfield town, Indiana *
1649. Pleasant township, Indiana *
1650. Portage city, Indiana *
1651. Portage township, Indiana *
1652. Portage township, Indiana *
1653. Porter County, Indiana *
1654. Putnam County, Indiana *

1655. Richmond city, Indiana *
1656. Ross township, Indiana *
1657. Shelby County, Indiana *
1658. South Bend city, Indiana *
1659. St. John township, Indiana *
1660. St. Joseph County, Indiana *
1661. St. Joseph township, Indiana *
1662. Steuben County, Indiana *
1663. Terre Haute city, Indiana *
1664. Tippecanoe County, Indiana *
1665. Valparaiso city, Indiana *
1666. Vanderburgh County, Indiana *
1667. Vigo County, Indiana *
1668. Wabash County, Indiana *
1669. Wabash township, Indiana *
1670. Warren township, Indiana *
1671. Warrick County, Indiana *
1672. Washington township, Indiana *
1673. Washington township, Indiana *
1674. Washington township, Indiana *
1675. Washington township, Indiana *
1676. Wayne County, Indiana *
1677. Wayne township, Indiana *
1678. Wayne township, Indiana *
1679. Wayne township, Indiana *
1680. Wea township, Indiana *
1681. West Lafayette city, Indiana *
1682. Westfield city, Indiana *
1683. White River township, Indiana *
1684. Whitley County, Indiana *
1685. Addison township, Indiana
1686. Auburn city, Indiana
1687. Avon town, Indiana
1688. Bainbridge township, Indiana
1689. Baugo township, Indiana
1690. Bedford city, Indiana
1691. Beech Grove city, Indiana
1692. Blackford County, Indiana
1693. Bluffton city, Indiana
1694. Boon township, Indiana
1695. Brown County, Indiana
1696. Brown township, Indiana
1697. Brown township, Indiana
1698. Brownsburg town, Indiana
1699. Carroll County, Indiana
1700. Cedar Creek township, Indiana
1701. Cedar Creek township, Indiana
1702. Cedar Lake town, Indiana
1703. Center township, Indiana
1704. Center township, Indiana
1705. Center township, Indiana
1706. Center township, Indiana
1707. Center township, Indiana
1708. Center township, Indiana
1709. Center township, Indiana
1710. Centre township, Indiana
1711. Charlestown township, Indiana
1712. Chesterton town, Indiana
1713. Clarksville town, Indiana
1714. Clay County, Indiana
1715. Cleveland township, Indiana
1716. Columbia township, Indiana
1717. Connersville city, Indiana
1718. Connersville township, Indiana
1719. Coolspring township, Indiana
1720. Crawford County, Indiana
1721. Crawfordsville city, Indiana
1722. Danville town, Indiana
1723. Decatur County, Indiana
1724. Dyer town, Indiana
1725. East Chicago city, Indiana
1726. Eel township, Indiana
1727. Fall Creek township, Indiana
1728. Fayette County, Indiana
1729. Fountain County, Indiana
1730. Frankfort city, Indiana
1731. Franklin city, Indiana
1732. Franklin County, Indiana
1733. Franklin township, Indiana
1734. Fulton County, Indiana
1735. Georgetown township, Indiana
1736. Greencastle city, Indiana
1737. Greencastle township, Indiana
1738. Greenfield city, Indiana
1739. Greensburg city, Indiana
1740. Griffith town, Indiana
1741. Hanover township, Indiana
1742. Harris township, Indiana
1743. Harrison township, Indiana
1744. Henry township, Indiana
1745. Highland town, Indiana
1746. Hobart city, Indiana
1747. Honey Creek township, Indiana
1748. Huntington city, Indiana
1749. Huntington township, Indiana
1750. Jackson township, Indiana
1751. Jackson township, Indiana
1752. Jasper city, Indiana
1753. Jay County, Indiana
1754. Jefferson township, Indiana
1755. Jennings County, Indiana
1756. Keener township, Indiana
1757. La Porte city, Indiana
1758. Lake Station city, Indiana
1759. Lawrenceburg township, Indiana
1760. Lebanon city, Indiana
1761. Logansport city, Indiana
1762. Lost Creek township, Indiana
1763. Madison city, Indiana
1764. Madison township, Indiana
1765. Marion city, Indiana
1766. Martin County, Indiana

1767. Martinsville city, Indiana
1768. Michigan township, Indiana
1769. Mill township, Indiana
1770. Munster town, Indiana
1771. New Castle city, Indiana
1772. New Haven city, Indiana
1773. Newton County, Indiana
1774. Noble township, Indiana
1775. Orange County, Indiana
1776. Osolo township, Indiana
1777. Owen County, Indiana
1778. Parke County, Indiana
1779. Patoka township, Indiana
1780. Perry County, Indiana
1781. Perry township, Indiana
1782. Peru city, Indiana
1783. Peru township, Indiana
1784. Pigeon township, Indiana
1785. Pike County, Indiana
1786. Pipe Creek township, Indiana
1787. Pleasant township, Indiana
1788. Posey County, Indiana
1789. Pulaski County, Indiana
1790. Randolph County, Indiana
1791. Richland township, Indiana
1792. Ripley County, Indiana
1793. Rush County, Indiana
1794. Schererville town, Indiana
1795. Scott County, Indiana
1796. Seymour city, Indiana
1797. Shawswick township, Indiana
1798. Shelbyville city, Indiana
1799. Silver Creek township, Indiana
1800. Speedway town, Indiana
1801. Spencer County, Indiana
1802. St. John town, Indiana
1803. Starke County, Indiana
1804. Sugar Creek township, Indiana
1805. Sullivan County, Indiana
1806. Switzerland County, Indiana
1807. Tipton County, Indiana
1808. Troy township, Indiana
1809. Union township, Indiana
1810. Union township, Indiana
1811. Van Buren township, Indiana
1812. Vermillion County, Indiana
1813. Vernon township, Indiana
1814. Vincennes city, Indiana
1815. Vincennes township, Indiana
1816. Warsaw city, Indiana
1817. Washington city, Indiana
1818. Washington County, Indiana
1819. Washington township, Indiana
1820. Washington township, Indiana
1821. Washington township, Indiana
1822. Washington township, Indiana
1823. Wayne township, Indiana
1824. Wayne township, Indiana
1825. Wells County, Indiana
1826. Westchester township, Indiana
1827. White County, Indiana
1828. Winfield township, Indiana
1829. Yorktown town, Indiana
1830. Zionsville town, Indiana
1831. Ames city, Iowa *
1832. Ankeny city, Iowa *
1833. Bettendorf city, Iowa *
1834. Black Hawk County, Iowa *
1835. Cedar Falls city, Iowa *
1836. Cedar Rapids city, Iowa *
1837. Cerro Gordo County, Iowa *
1838. Clinton County, Iowa *
1839. Council Bluffs city, Iowa *
1840. Dallas County, Iowa *
1841. Davenport city, Iowa *
1842. Des Moines city, Iowa *
1843. Des Moines County, Iowa *
1844. Dubuque city, Iowa *
1845. Dubuque County, Iowa *
1846. Iowa City city, Iowa *
1847. Jasper County, Iowa *
1848. Johnson County, Iowa *
1849. Lee County, Iowa *
1850. Linn County, Iowa *
1851. Marion city, Iowa *
1852. Marion County, Iowa *
1853. Marshall County, Iowa *
1854. Muscatine County, Iowa *
1855. Polk County, Iowa *
1856. Pottawattamie County, Iowa *
1857. Scott County, Iowa *
1858. Sioux City city, Iowa *
1859. Sioux County, Iowa *
1860. Story County, Iowa *
1861. Urbandale city, Iowa *
1862. Wapello County, Iowa *
1863. Warren County, Iowa *
1864. Waterloo city, Iowa *
1865. Webster County, Iowa *
1866. West Des Moines city, Iowa *
1867. Woodbury County, Iowa *
1868. Allamakee County, Iowa
1869. Altoona city, Iowa
1870. Appanoose County, Iowa
1871. Benton County, Iowa
1872. Boone city, Iowa
1873. Boone County, Iowa
1874. Bremer County, Iowa
1875. Buchanan County, Iowa
1876. Buena Vista County, Iowa
1877. Burlington city, Iowa
1878. Butler County, Iowa

1879. Carroll County, Iowa
1880. Cass County, Iowa
1881. Cedar County, Iowa
1882. Cherokee County, Iowa
1883. Chickasaw County, Iowa
1884. Clay County, Iowa
1885. Clayton County, Iowa
1886. Clinton city, Iowa
1887. Clive city, Iowa
1888. Coralville city, Iowa
1889. Crawford County, Iowa
1890. Delaware County, Iowa
1891. Dickinson County, Iowa
1892. Fairfield city, Iowa
1893. Fayette County, Iowa
1894. Floyd County, Iowa
1895. Fort Dodge city, Iowa
1896. Fort Madison city, Iowa
1897. Franklin County, Iowa
1898. Grimes city, Iowa
1899. Grundy County, Iowa
1900. Guthrie County, Iowa
1901. Hamilton County, Iowa
1902. Hancock County, Iowa
1903. Hardin County, Iowa
1904. Harrison County, Iowa
1905. Henry County, Iowa
1906. Indianola city, Iowa
1907. Iowa County, Iowa
1908. Jackson County, Iowa
1909. Jefferson County, Iowa
1910. Johnston city, Iowa
1911. Jones County, Iowa
1912. Keokuk city, Iowa
1913. Keokuk County, Iowa
1914. Kossuth County, Iowa
1915. Le Mars city, Iowa
1916. Louisa County, Iowa
1917. Lyon County, Iowa
1918. Madison County, Iowa
1919. Mahaska County, Iowa
1920. Marshalltown city, Iowa
1921. Mason City city, Iowa
1922. Mills County, Iowa
1923. Mitchell County, Iowa
1924. Muscatine city, Iowa
1925. Newton city, Iowa
1926. North Liberty city, Iowa
1927. Norwalk city, Iowa
1928. O'Brien County, Iowa
1929. Oskaloosa city, Iowa
1930. Ottumwa city, Iowa
1931. Page County, Iowa
1932. Pella city, Iowa
1933. Pleasant Hill city, Iowa
1934. Plymouth County, Iowa
1935. Poweshiek County, Iowa
1936. Shelby County, Iowa
1937. Spencer city, Iowa
1938. Storm Lake city, Iowa
1939. Tama County, Iowa
1940. Union County, Iowa
1941. Washington County, Iowa
1942. Waukee city, Iowa
1943. Waverly city, Iowa
1944. Winnebago County, Iowa
1945. Winneshiek County, Iowa
1946. Wright County, Iowa
1947. Acadia Parish, Louisiana *
1948. Alexandria city, Louisiana *
1949. Ascension Parish, Louisiana *
1950. Avoyelles Parish, Louisiana *
1951. Baton Rouge city, Louisiana *
1952. Beauregard Parish, Louisiana *
1953. Bossier City city, Louisiana *
1954. Bossier Parish, Louisiana *
1955. Caddo Parish, Louisiana *
1956. Calcasieu Parish, Louisiana *
1957. East Baton Rouge Parish, Louisiana *
1958. Evangeline Parish, Louisiana *
1959. Iberia Parish, Louisiana *
1960. Iberville Parish, Louisiana *
1961. Jefferson Davis Parish, Louisiana *
1962. Jefferson Parish, Louisiana *
1963. Kenner city, Louisiana *
1964. Lafayette city, Louisiana *
1965. Lafayette Parish, Louisiana *
1966. Lafourche Parish, Louisiana *
1967. Lake Charles city, Louisiana *
1968. Lincoln Parish, Louisiana *
1969. Livingston Parish, Louisiana *
1970. Monroe city, Louisiana *
1971. Natchitoches Parish, Louisiana *
1972. New Orleans city / Orleans Parish, Louisiana *
1973. Ouachita Parish, Louisiana *
1974. Rapides Parish, Louisiana *
1975. Shreveport city, Louisiana *
1976. St. Bernard Parish, Louisiana *
1977. St. Charles Parish, Louisiana *
1978. St. John the Baptist Parish, Louisiana *
1979. St. Landry Parish, Louisiana *
1980. St. Martin Parish, Louisiana *
1981. St. Mary Parish, Louisiana *
1982. St. Tammany Parish, Louisiana *
1983. Tangipahoa Parish, Louisiana *
1984. Terrebonne Parish / Houma city, Louisiana *
1985. Vermilion Parish, Louisiana *
1986. Vernon Parish, Louisiana *
1987. Washington Parish, Louisiana *
1988. Webster Parish, Louisiana *

1989. Abbeville city, Louisiana
1990. Allen Parish, Louisiana
1991. Assumption Parish, Louisiana
1992. Baker city, Louisiana
1993. Bastrop city, Louisiana
1994. Bienville Parish, Louisiana
1995. Bogalusa city, Louisiana
1996. Broussard city, Louisiana
1997. Central city, Louisiana
1998. Claiborne Parish, Louisiana
1999. Concordia Parish, Louisiana
2000. Covington city, Louisiana
2001. Crowley city, Louisiana
2002. De Soto Parish, Louisiana
2003. DeRidder city, Louisiana
2004. East Feliciana Parish, Louisiana
2005. Franklin Parish, Louisiana
2006. Gonzales city, Louisiana
2007. Grant Parish, Louisiana
2008. Gretna city, Louisiana
2009. Hammond city, Louisiana
2010. Jackson Parish, Louisiana
2011. LaSalle Parish, Louisiana
2012. Madison Parish, Louisiana
2013. Mandeville city, Louisiana
2014. Minden city, Louisiana
2015. Morehouse Parish, Louisiana
2016. Morgan City city, Louisiana
2017. Natchitoches city, Louisiana
2018. New Iberia city, Louisiana
2019. Opelousas city, Louisiana
2020. Pineville city, Louisiana
2021. Plaquemines Parish, Louisiana
2022. Pointe Coupee Parish, Louisiana
2023. Richland Parish, Louisiana
2024. Ruston city, Louisiana
2025. Sabine Parish, Louisiana
2026. Slidell city, Louisiana
2027. St. Helena Parish, Louisiana
2028. St. James Parish, Louisiana
2029. Sulphur city, Louisiana
2030. Thibodaux city, Louisiana
2031. Union Parish, Louisiana
2032. West Baton Rouge Parish, Louisiana
2033. West Carroll Parish, Louisiana
2034. West Feliciana Parish, Louisiana
2035. West Monroe city, Louisiana
2036. Winn Parish, Louisiana
2037. Youngsville city, Louisiana
2038. Zachary city, Louisiana
2039. Androscoggin County, Maine *
2040. Aroostook County, Maine *
2041. Bangor city, Maine *
2042. Cumberland County, Maine *
2043. Franklin County, Maine *
2044. Hancock County, Maine *
2045. Kennebec County, Maine *
2046. Knox County, Maine *
2047. Lewiston city, Maine *
2048. Lincoln County, Maine *
2049. Oxford County, Maine *
2050. Penobscot County, Maine *
2051. Portland city, Maine *
2052. Sagadahoc County, Maine *
2053. Somerset County, Maine *
2054. Waldo County, Maine *
2055. Washington County, Maine *
2056. York County, Maine *
2057. Auburn city, Maine
2058. Augusta city, Maine
2059. Biddeford city, Maine
2060. Brunswick town, Maine
2061. Falmouth town, Maine
2062. Gorham town, Maine
2063. Kennebunk town, Maine
2064. Orono town, Maine
2065. Piscataquis County, Maine
2066. Saco city, Maine
2067. Sanford city, Maine
2068. Scarborough town, Maine
2069. South Portland city, Maine
2070. Standish town, Maine
2071. Waterville city, Maine
2072. Wells town, Maine
2073. Westbrook city, Maine
2074. Windham town, Maine
2075. York town, Maine
2076. Allegany County, Maryland *
2077. Annapolis city, Maryland *
2078. Anne Arundel County, Maryland *
2079. Baltimore city, Maryland *
2080. Baltimore County, Maryland *
2081. Bowie city, Maryland *
2082. Calvert County, Maryland *
2083. Caroline County, Maryland *
2084. Carroll County, Maryland *
2085. Cecil County, Maryland *
2086. Charles County, Maryland *
2087. College Park city, Maryland *
2088. Dorchester County, Maryland *
2089. Frederick city, Maryland *
2090. Frederick County, Maryland *
2091. Gaithersburg city, Maryland *
2092. Hagerstown city, Maryland *
2093. Harford County, Maryland *
2094. Howard County, Maryland *
2095. Montgomery County, Maryland *
2096. Prince George's County, Maryland *
2097. Queen Anne's County, Maryland *
2098. Rockville city, Maryland *
2099. Salisbury city, Maryland *
2100. St. Mary's County, Maryland *

2101. Talbot County, Maryland *
2102. Washington County, Maryland *
2103. Wicomico County, Maryland *
2104. Worcester County, Maryland *
2105. Aberdeen city, Maryland
2106. Bel Air town, Maryland
2107. Cambridge city, Maryland
2108. Cumberland city, Maryland
2109. Easton town, Maryland
2110. Elkton town, Maryland
2111. Garrett County, Maryland
2112. Greenbelt city, Maryland
2113. Havre de Grace city, Maryland
2114. Hyattsville city, Maryland
2115. Kent County, Maryland
2116. Laurel city, Maryland
2117. New Carrollton city, Maryland
2118. Somerset County, Maryland
2119. Takoma Park city, Maryland
2120. Westminster city, Maryland
2121. Amherst town, Massachusetts *
2122. Andover town, Massachusetts *
2123. Arlington town, Massachusetts *
2124. Attleboro city, Massachusetts *
2125. Barnstable County, Massachusetts *
2126. Barnstable Town city, Massachusetts *
2127. Beverly city, Massachusetts *
2128. Billerica town, Massachusetts *
2129. Boston city, Massachusetts *
2130. Braintree Town city, Massachusetts *
2131. Bristol County, Massachusetts *
2132. Brockton city, Massachusetts *
2133. Brookline town, Massachusetts *
2134. Cambridge city, Massachusetts *
2135. Chelmsford town, Massachusetts *
2136. Chelsea city, Massachusetts *
2137. Chicopee city, Massachusetts *
2138. Dartmouth town, Massachusetts *
2139. Dracut town, Massachusetts *
2140. Everett city, Massachusetts *
2141. Fall River city, Massachusetts *
2142. Falmouth town, Massachusetts *
2143. Fitchburg city, Massachusetts *
2144. Framingham city, Massachusetts *
2145. Franklin Town city, Massachusetts *
2146. Gloucester city, Massachusetts *
2147. Haverhill city, Massachusetts *
2148. Holyoke city, Massachusetts *
2149. Lawrence city, Massachusetts *
2150. Leominster city, Massachusetts *
2151. Lexington town, Massachusetts *
2152. Lowell city, Massachusetts *
2153. Lynn city, Massachusetts *
2154. Malden city, Massachusetts *
2155. Marlborough city, Massachusetts *
2156. Medford city, Massachusetts *
2157. Methuen Town city, Massachusetts *
2158. Natick town, Massachusetts *
2159. Needham town, Massachusetts *
2160. New Bedford city, Massachusetts *
2161. Newton city, Massachusetts *
2162. Norfolk County, Massachusetts *
2163. North Andover town, Massachusetts *
2164. Peabody city, Massachusetts *
2165. Pittsfield city, Massachusetts *
2166. Plymouth County, Massachusetts *
2167. Plymouth town, Massachusetts *
2168. Quincy city, Massachusetts *
2169. Randolph Town city, Massachusetts *
2170. Revere city, Massachusetts *
2171. Salem city, Massachusetts *
2172. Shrewsbury town, Massachusetts *
2173. Somerville city, Massachusetts *
2174. Springfield city, Massachusetts *
2175. Taunton city, Massachusetts *
2176. Tewksbury town, Massachusetts *
2177. Waltham city, Massachusetts *
2178. Watertown Town city, Massachusetts *
2179. Westfield city, Massachusetts *
2180. Weymouth Town city, Massachusetts *
2181. Woburn city, Massachusetts *
2182. Worcester city, Massachusetts *
2183. Abington town, Massachusetts
2184. Acton town, Massachusetts
2185. Acushnet town, Massachusetts
2186. Agawam Town city, Massachusetts
2187. Amesbury Town city, Massachusetts
2188. Ashland town, Massachusetts
2189. Athol town, Massachusetts
2190. Auburn town, Massachusetts
2191. Bedford town, Massachusetts
2192. Belchertown town, Massachusetts
2193. Bellingham town, Massachusetts
2194. Belmont town, Massachusetts
2195. Bourne town, Massachusetts
2196. Bridgewater Town city, Massachusetts
2197. Burlington town, Massachusetts
2198. Canton town, Massachusetts
2199. Carver town, Massachusetts
2200. Charlton town, Massachusetts
2201. Clinton town, Massachusetts
2202. Concord town, Massachusetts
2203. Danvers town, Massachusetts
2204. Dedham town, Massachusetts
2205. Dennis town, Massachusetts
2206. Dudley town, Massachusetts
2207. Dukes County, Massachusetts
2208. Duxbury town, Massachusetts
2209. East Bridgewater town, Massachusetts
2210. East Longmeadow town, Massachusetts
2211. Easthampton Town city, Massachusetts
2212. Easton town, Massachusetts

2213. Fairhaven town, Massachusetts
2214. Foxborough town, Massachusetts
2215. Gardner city, Massachusetts
2216. Grafton town, Massachusetts
2217. Greenfield Town city, Massachusetts
2218. Groton town, Massachusetts
2219. Hanover town, Massachusetts
2220. Hanson town, Massachusetts
2221. Harwich town, Massachusetts
2222. Hingham town, Massachusetts
2223. Holbrook town, Massachusetts
2224. Holden town, Massachusetts
2225. Holliston town, Massachusetts
2226. Hopkinton town, Massachusetts
2227. Hudson town, Massachusetts
2228. Hull town, Massachusetts
2229. Ipswich town, Massachusetts
2230. Kingston town, Massachusetts
2231. Lakeville town, Massachusetts
2232. Leicester town, Massachusetts
2233. Littleton town, Massachusetts
2234. Longmeadow town, Massachusetts
2235. Ludlow town, Massachusetts
2236. Lunenburg town, Massachusetts
2237. Lynnfield town, Massachusetts
2238. Mansfield town, Massachusetts
2239. Marblehead town, Massachusetts
2240. Marshfield town, Massachusetts
2241. Mashpee town, Massachusetts
2242. Maynard town, Massachusetts
2243. Medfield town, Massachusetts
2244. Medway town, Massachusetts
2245. Melrose city, Massachusetts
2246. Middleborough town, Massachusetts
2247. Middleton town, Massachusetts
2248. Milford town, Massachusetts
2249. Millbury town, Massachusetts
2250. Milton town, Massachusetts
2251. Nantucket town / Nantucket County, Massachusetts
2252. Newburyport city, Massachusetts
2253. Norfolk town, Massachusetts
2254. North Adams city, Massachusetts
2255. North Attleborough town, Massachusetts
2256. North Reading town, Massachusetts
2257. Northampton city, Massachusetts
2258. Northborough town, Massachusetts
2259. Northbridge town, Massachusetts
2260. Norton town, Massachusetts
2261. Norwell town, Massachusetts
2262. Norwood town, Massachusetts
2263. Oxford town, Massachusetts
2264. Palmer Town city, Massachusetts
2265. Pembroke town, Massachusetts
2266. Pepperell town, Massachusetts
2267. Raynham town, Massachusetts
2268. Reading town, Massachusetts
2269. Rehoboth town, Massachusetts
2270. Rockland town, Massachusetts
2271. Sandwich town, Massachusetts
2272. Saugus town, Massachusetts
2273. Scituate town, Massachusetts
2274. Seekonk town, Massachusetts
2275. Sharon town, Massachusetts
2276. Somerset town, Massachusetts
2277. South Hadley town, Massachusetts
2278. Southborough town, Massachusetts
2279. Southbridge Town city, Massachusetts
2280. Spencer town, Massachusetts
2281. Stoneham town, Massachusetts
2282. Stoughton town, Massachusetts
2283. Sudbury town, Massachusetts
2284. Swampscott town, Massachusetts
2285. Swansea town, Massachusetts
2286. Tyngsborough town, Massachusetts
2287. Uxbridge town, Massachusetts
2288. Wakefield town, Massachusetts
2289. Walpole town, Massachusetts
2290. Wareham town, Massachusetts
2291. Wayland town, Massachusetts
2292. Webster town, Massachusetts
2293. Wellesley town, Massachusetts
2294. West Springfield Town city, Massachusetts
2295. Westborough town, Massachusetts
2296. Westford town, Massachusetts
2297. Weston town, Massachusetts
2298. Westport town, Massachusetts
2299. Westwood town, Massachusetts
2300. Whitman town, Massachusetts
2301. Wilbraham town, Massachusetts
2302. Wilmington town, Massachusetts
2303. Winchendon town, Massachusetts
2304. Winchester town, Massachusetts
2305. Winthrop Town city, Massachusetts
2306. Wrentham town, Massachusetts
2307. Yarmouth town, Massachusetts
2308. Ballwin city, Missouri *
2309. Barry County, Missouri *
2310. Blue Springs city, Missouri *
2311. Boone County, Missouri *
2312. Buchanan County, Missouri *
2313. Butler County, Missouri *
2314. Callaway County, Missouri *
2315. Camden County, Missouri *
2316. Cape Girardeau city, Missouri *
2317. Cape Girardeau County, Missouri *
2318. Cass County, Missouri *
2319. Chesterfield city, Missouri *
2320. Christian County, Missouri *
2321. Clay County, Missouri *
2322. Cole County, Missouri *
2323. Columbia city, Missouri *

2324. Florissant city, Missouri *
2325. Franklin County, Missouri *
2326. Greene County, Missouri *
2327. Howell County, Missouri *
2328. Independence city, Missouri *
2329. Jackson County, Missouri *
2330. Jasper County, Missouri *
2331. Jefferson City city, Missouri *
2332. Jefferson County, Missouri *
2333. Johnson County, Missouri *
2334. Joplin city, Missouri *
2335. Kansas City city, Missouri *
2336. Laclede County, Missouri *
2337. Lafayette County, Missouri *
2338. Lawrence County, Missouri *
2339. Lee's Summit city, Missouri *
2340. Liberty city, Missouri *
2341. Lincoln County, Missouri *
2342. Newton County, Missouri *
2343. O'Fallon city, Missouri *
2344. Pettis County, Missouri *
2345. Phelps County, Missouri *
2346. Platte County, Missouri *
2347. Polk County, Missouri *
2348. Pulaski County, Missouri *
2349. Scott County, Missouri *
2350. Springfield city, Missouri *
2351. St. Charles city, Missouri *
2352. St. Charles County, Missouri *
2353. St. Francois County, Missouri *
2354. St. Joseph city, Missouri *
2355. St. Louis city, Missouri *
2356. St. Louis County, Missouri *
2357. St. Peters city, Missouri *
2358. Stone County, Missouri *
2359. Taney County, Missouri *
2360. University City city, Missouri *
2361. Warren County, Missouri *
2362. Webster County, Missouri *
2363. Wentzville city, Missouri *
2364. Wildwood city, Missouri *
2365. Adair County, Missouri
2366. Andrew County, Missouri
2367. Arnold city, Missouri
2368. Audrain County, Missouri
2369. Barton County, Missouri
2370. Bates County, Missouri
2371. Bellefontaine Neighbors city, Missouri
2372. Belton city, Missouri
2373. Benton County, Missouri
2374. Bolivar city, Missouri
2375. Bollinger County, Missouri
2376. Branson city, Missouri
2377. Bridgeton city, Missouri
2378. Carthage city, Missouri
2379. Cedar County, Missouri
2380. Clayton city, Missouri
2381. Clinton County, Missouri
2382. Cooper County, Missouri
2383. Crawford County, Missouri
2384. Crestwood city, Missouri
2385. Creve Coeur city, Missouri
2386. Dallas County, Missouri
2387. Dardenne Prairie city, Missouri
2388. DeKalb County, Missouri
2389. Dent County, Missouri
2390. Douglas County, Missouri
2391. Dunklin County, Missouri
2392. Eureka city, Missouri
2393. Excelsior Springs city, Missouri
2394. Farmington city, Missouri
2395. Ferguson city, Missouri
2396. Festus city, Missouri
2397. Fulton city, Missouri
2398. Gasconade County, Missouri
2399. Gladstone city, Missouri
2400. Grain Valley city, Missouri
2401. Grandview city, Missouri
2402. Hannibal city, Missouri
2403. Harrisonville city, Missouri
2404. Hazelwood city, Missouri
2405. Henry County, Missouri
2406. Howard County, Missouri
2407. Independence township, Missouri
2408. Iron County, Missouri
2409. Jackson city, Missouri
2410. Jennings city, Missouri
2411. Kearney city, Missouri
2412. Kennett city, Missouri
2413. Kirksville city, Missouri
2414. Kirkwood city, Missouri
2415. Lake St. Louis city, Missouri
2416. Lebanon city, Missouri
2417. Liberty township, Missouri
2418. Linn County, Missouri
2419. Livingston County, Missouri
2420. Macon County, Missouri
2421. Madison County, Missouri
2422. Manchester city, Missouri
2423. Marion County, Missouri
2424. Marshall city, Missouri
2425. Maryland Heights city, Missouri
2426. Maryville city, Missouri
2427. McDonald County, Missouri
2428. Mexico city, Missouri
2429. Miller County, Missouri
2430. Mississippi County, Missouri
2431. Moberly city, Missouri
2432. Moniteau County, Missouri
2433. Montgomery County, Missouri
2434. Morgan County, Missouri
2435. Neosho city, Missouri

2436. New Madrid County, Missouri
2437. Nixa city, Missouri
2438. Nodaway County, Missouri
2439. Oregon County, Missouri
2440. Osage County, Missouri
2441. Overland city, Missouri
2442. Ozark city, Missouri
2443. Pemiscot County, Missouri
2444. Perry County, Missouri
2445. Pike County, Missouri
2446. Polk township, Missouri
2447. Poplar Bluff city, Missouri
2448. Ralls County, Missouri
2449. Randolph County, Missouri
2450. Ray County, Missouri
2451. Raymore city, Missouri
2452. Raytown city, Missouri
2453. Republic city, Missouri
2454. Ripley County, Missouri
2455. Rolla city, Missouri
2456. Saline County, Missouri
2457. Sedalia city, Missouri
2458. Sikeston city, Missouri
2459. Smithville city, Missouri
2460. St. Ann city, Missouri
2461. Ste. Genevieve County, Missouri
2462. Stoddard County, Missouri
2463. Texas County, Missouri
2464. Town and Country city, Missouri
2465. Troy city, Missouri
2466. Union city, Missouri
2467. Vernon County, Missouri
2468. Warrensburg city, Missouri
2469. Washington city, Missouri
2470. Washington County, Missouri
2471. Wayne County, Missouri
2472. Webb City city, Missouri
2473. Webster Groves city, Missouri
2474. West Plains city, Missouri
2475. Wright County, Missouri
2476. Billings city, Montana *
2477. Bozeman city, Montana *
2478. Butte-Silver Bow, Montana *
2479. Cascade County, Montana *
2480. Flathead County, Montana *
2481. Gallatin County, Montana *
2482. Great Falls city, Montana *
2483. Helena city, Montana *
2484. Lake County, Montana *
2485. Lewis and Clark County, Montana *
2486. Missoula city, Montana *
2487. Missoula County, Montana *
2488. Ravalli County, Montana *
2489. Yellowstone County, Montana *
2490. Big Horn County, Montana
2491. Carbon County, Montana
2492. Custer County, Montana
2493. Fergus County, Montana
2494. Glacier County, Montana
2495. Hill County, Montana
2496. Jefferson County, Montana
2497. Kalispell city, Montana
2498. Lincoln County, Montana
2499. Park County, Montana
2500. Richland County, Montana
2501. Roosevelt County, Montana
2502. Sanders County, Montana
2503. Adams County, Nebraska *
2504. Bellevue city, Nebraska *
2505. Buffalo County, Nebraska *
2506. Dodge County, Nebraska *
2507. Douglas County, Nebraska *
2508. Grand Island city, Nebraska *
2509. Hall County, Nebraska *
2510. Kearney city, Nebraska *
2511. Lancaster County, Nebraska *
2512. Lincoln city, Nebraska *
2513. Lincoln County, Nebraska *
2514. Madison County, Nebraska *
2515. Omaha city, Nebraska *
2516. Platte County, Nebraska *
2517. Sarpy County, Nebraska *
2518. Scotts Bluff County, Nebraska *
2519. Beatrice city, Nebraska
2520. Box Butte County, Nebraska
2521. Cass County, Nebraska
2522. Colfax County, Nebraska
2523. Columbus city, Nebraska
2524. Custer County, Nebraska
2525. Dakota County, Nebraska
2526. Dawson County, Nebraska
2527. Fremont city, Nebraska
2528. Gage County, Nebraska
2529. Hastings city, Nebraska
2530. Holt County, Nebraska
2531. La Vista city, Nebraska
2532. Lexington city, Nebraska
2533. Norfolk city, Nebraska
2534. North Platte city, Nebraska
2535. Otoe County, Nebraska
2536. Papillion city, Nebraska
2537. Red Willow County, Nebraska
2538. Saline County, Nebraska
2539. Saunders County, Nebraska
2540. Scottsbluff city, Nebraska
2541. Seward County, Nebraska
2542. South Sioux City city, Nebraska
2543. Washington County, Nebraska
2544. York County, Nebraska
2545. Carson City, Nevada *
2546. Clark County, Nevada *
2547. Douglas County, Nevada *

2548. Elko County, Nevada *
2549. Henderson city, Nevada *
2550. Las Vegas city, Nevada *
2551. Lyon County, Nevada *
2552. North Las Vegas city, Nevada *
2553. Nye County, Nevada *
2554. Reno city, Nevada *
2555. Sparks city, Nevada *
2556. Washoe County, Nevada *
2557. Boulder City city, Nevada
2558. Churchill County, Nevada
2559. Elko city, Nevada
2560. Fernley city, Nevada
2561. Humboldt County, Nevada
2562. Mesquite city, Nevada
2563. Belknap County, New Hampshire *
2564. Carroll County, New Hampshire *
2565. Cheshire County, New Hampshire *
2566. Concord city, New Hampshire *
2567. Coos County, New Hampshire *
2568. Derry town, New Hampshire *
2569. Dover city, New Hampshire *
2570. Grafton County, New Hampshire *
2571. Hillsborough County, New Hampshire *
2572. Manchester city, New Hampshire *
2573. Merrimack County, New Hampshire *
2574. Nashua city, New Hampshire *
2575. Rochester city, New Hampshire *
2576. Rockingham County, New Hampshire *
2577. Strafford County, New Hampshire *
2578. Sullivan County, New Hampshire *
2579. Amherst town, New Hampshire
2580. Bedford town, New Hampshire
2581. Berlin city, New Hampshire
2582. Claremont city, New Hampshire
2583. Conway town, New Hampshire
2584. Durham town, New Hampshire
2585. Exeter town, New Hampshire
2586. Goffstown town, New Hampshire
2587. Hampton town, New Hampshire
2588. Hanover town, New Hampshire
2589. Hooksett town, New Hampshire
2590. Hudson town, New Hampshire
2591. Keene city, New Hampshire
2592. Laconia city, New Hampshire
2593. Lebanon city, New Hampshire
2594. Londonderry town, New Hampshire
2595. Merrimack town, New Hampshire
2596. Milford town, New Hampshire
2597. Pelham town, New Hampshire
2598. Portsmouth city, New Hampshire
2599. Raymond town, New Hampshire
2600. Salem town, New Hampshire
2601. Somersworth city, New Hampshire
2602. Windham town, New Hampshire
2603. Atlantic City city, New Jersey *
2604. Atlantic County, New Jersey *
2605. Bayonne city, New Jersey *
2606. Belleville township, New Jersey *
2607. Bergen County, New Jersey *
2608. Berkeley township, New Jersey *
2609. Bloomfield township, New Jersey *
2610. Brick township, New Jersey *
2611. Bridgewater township, New Jersey *
2612. Burlington County, New Jersey *
2613. Camden city, New Jersey *
2614. Camden County, New Jersey *
2615. Cape May County, New Jersey *
2616. Cherry Hill township, New Jersey *
2617. City of Orange township, New Jersey *
2618. Clifton city, New Jersey *
2619. Cumberland County, New Jersey *
2620. Deptford township, New Jersey *
2621. East Brunswick township, New Jersey *
2622. East Orange city, New Jersey *
2623. Edison township, New Jersey *
2624. Egg Harbor township, New Jersey *
2625. Elizabeth city, New Jersey *
2626. Essex County, New Jersey *
2627. Evesham township, New Jersey *
2628. Ewing township, New Jersey *
2629. Fair Lawn borough, New Jersey *
2630. Fort Lee borough, New Jersey *
2631. Franklin township, New Jersey *
2632. Freehold township, New Jersey *
2633. Galloway township, New Jersey *
2634. Garfield city, New Jersey *
2635. Gloucester County, New Jersey *
2636. Gloucester township, New Jersey *
2637. Hackensack city, New Jersey *
2638. Hamilton township, New Jersey *
2639. Hillsborough township, New Jersey *
2640. Hoboken city, New Jersey *
2641. Howell township, New Jersey *
2642. Hudson County, New Jersey *
2643. Hunterdon County, New Jersey *
2644. Irvington township, New Jersey *
2645. Jackson township, New Jersey *
2646. Jersey City city, New Jersey *
2647. Kearny town, New Jersey *
2648. Lakewood township, New Jersey *
2649. Lawrence township, New Jersey *
2650. Linden city, New Jersey *
2651. Livingston township, New Jersey *
2652. Long Branch city, New Jersey *
2653. Manalapan township, New Jersey *
2654. Manchester township, New Jersey *
2655. Marlboro township, New Jersey *
2656. Mercer County, New Jersey *
2657. Middlesex County, New Jersey *
2658. Middletown township, New Jersey *
2659. Monmouth County, New Jersey *

2660. Monroe township, New Jersey *
2661. Monroe township, New Jersey *
2662. Montclair township, New Jersey *
2663. Morris County, New Jersey *
2664. Mount Laurel township, New Jersey *
2665. New Brunswick city, New Jersey *
2666. Newark city, New Jersey *
2667. North Bergen township, New Jersey *
2668. North Brunswick township, New Jersey *
2669. Ocean County, New Jersey *
2670. Old Bridge township, New Jersey *
2671. Parsippany-Troy Hills township, New Jersey *
2672. Passaic city, New Jersey *
2673. Passaic County, New Jersey *
2674. Paterson city, New Jersey *
2675. Pennsauken township, New Jersey *
2676. Perth Amboy city, New Jersey *
2677. Piscataway township, New Jersey *
2678. Plainfield city, New Jersey *
2679. Princeton, New Jersey *
2680. Salem County, New Jersey *
2681. Sayreville borough, New Jersey *
2682. Somerset County, New Jersey *
2683. South Brunswick township, New Jersey *
2684. Sussex County, New Jersey *
2685. Teaneck township, New Jersey *
2686. Toms River township, New Jersey *
2687. Trenton city, New Jersey *
2688. Union City city, New Jersey *
2689. Union County, New Jersey *
2690. Union township, New Jersey *
2691. Vineland city, New Jersey *
2692. Warren County, New Jersey *
2693. Washington township, New Jersey *
2694. Wayne township, New Jersey *
2695. West New York town, New Jersey *
2696. West Orange township, New Jersey *
2697. Willingboro township, New Jersey *
2698. Winslow township, New Jersey *
2699. Woodbridge township, New Jersey *
2700. Aberdeen township, New Jersey
2701. Asbury Park city, New Jersey
2702. Barnegat township, New Jersey
2703. Beachwood borough, New Jersey
2704. Bellmawr borough, New Jersey
2705. Bergenfield borough, New Jersey
2706. Berkeley Heights township, New Jersey
2707. Bernards township, New Jersey
2708. Bordentown township, New Jersey
2709. Bound Brook borough, New Jersey
2710. Branchburg township, New Jersey
2711. Bridgeton city, New Jersey
2712. Burlington township, New Jersey
2713. Carteret borough, New Jersey
2714. Cedar Grove township, New Jersey
2715. Chatham township, New Jersey
2716. Cinnaminson township, New Jersey
2717. Clark township, New Jersey
2718. Cliffside Park borough, New Jersey
2719. Clinton township, New Jersey
2720. Collingswood borough, New Jersey
2721. Cranford township, New Jersey
2722. Delran township, New Jersey
2723. Denville township, New Jersey
2724. Dover town, New Jersey
2725. Dumont borough, New Jersey
2726. East Greenwich township, New Jersey
2727. East Hanover township, New Jersey
2728. East Windsor township, New Jersey
2729. Eatontown borough, New Jersey
2730. Edgewater borough, New Jersey
2731. Elmwood Park borough, New Jersey
2732. Englewood city, New Jersey
2733. Fairview borough, New Jersey
2734. Florence township, New Jersey
2735. Florham Park borough, New Jersey
2736. Franklin Lakes borough, New Jersey
2737. Franklin township, New Jersey
2738. Freehold borough, New Jersey
2739. Glassboro borough, New Jersey
2740. Glen Rock borough, New Jersey
2741. Gloucester City city, New Jersey
2742. Guttenberg town, New Jersey
2743. Haddon township, New Jersey
2744. Haddonfield borough, New Jersey
2745. Hamilton township, New Jersey
2746. Hammonton town, New Jersey
2747. Hanover township, New Jersey
2748. Harrison town, New Jersey
2749. Harrison township, New Jersey
2750. Hasbrouck Heights borough, New Jersey
2751. Hawthorne borough, New Jersey
2752. Hazlet township, New Jersey
2753. Highland Park borough, New Jersey
2754. Hillsdale borough, New Jersey
2755. Hillside township, New Jersey
2756. Holmdel township, New Jersey
2757. Hopatcong borough, New Jersey
2758. Hopewell township, New Jersey
2759. Jefferson township, New Jersey
2760. Lacey township, New Jersey
2761. Lincoln Park borough, New Jersey
2762. Lindenwold borough, New Jersey
2763. Little Egg Harbor township, New Jersey
2764. Little Falls township, New Jersey
2765. Little Ferry borough, New Jersey
2766. Lodi borough, New Jersey
2767. Lower township, New Jersey
2768. Lumberton township, New Jersey
2769. Lyndhurst township, New Jersey
2770. Madison borough, New Jersey

2771. Mahwah township, New Jersey
2772. Mantua township, New Jersey
2773. Manville borough, New Jersey
2774. Maple Shade township, New Jersey
2775. Maplewood township, New Jersey
2776. Medford township, New Jersey
2777. Metuchen borough, New Jersey
2778. Middle township, New Jersey
2779. Middlesex borough, New Jersey
2780. Millburn township, New Jersey
2781. Millstone township, New Jersey
2782. Millville city, New Jersey
2783. Montgomery township, New Jersey
2784. Montville township, New Jersey
2785. Moorestown township, New Jersey
2786. Morris township, New Jersey
2787. Morristown town, New Jersey
2788. Mount Olive township, New Jersey
2789. Neptune township, New Jersey
2790. New Milford borough, New Jersey
2791. New Providence borough, New Jersey
2792. North Arlington borough, New Jersey
2793. North Plainfield borough, New Jersey
2794. Nutley township, New Jersey
2795. Oakland borough, New Jersey
2796. Ocean City city, New Jersey
2797. Ocean township, New Jersey
2798. Palisades Park borough, New Jersey
2799. Paramus borough, New Jersey
2800. Pemberton township, New Jersey
2801. Pennsville township, New Jersey
2802. Pequannock township, New Jersey
2803. Phillipsburg town, New Jersey
2804. Pine Hill borough, New Jersey
2805. Plainsboro township, New Jersey
2806. Pleasantville city, New Jersey
2807. Point Pleasant borough, New Jersey
2808. Pompton Lakes borough, New Jersey
2809. Rahway city, New Jersey
2810. Ramsey borough, New Jersey
2811. Randolph township, New Jersey
2812. Raritan township, New Jersey
2813. Readington township, New Jersey
2814. Red Bank borough, New Jersey
2815. Ridgefield borough, New Jersey
2816. Ridgefield Park village, New Jersey
2817. Ridgewood village, New Jersey
2818. Ringwood borough, New Jersey
2819. River Edge borough, New Jersey
2820. Robbinsville township, New Jersey
2821. Rockaway township, New Jersey
2822. Roselle borough, New Jersey
2823. Roselle Park borough, New Jersey
2824. Roxbury township, New Jersey
2825. Rutherford borough, New Jersey
2826. Saddle Brook township, New Jersey
2827. Scotch Plains township, New Jersey
2828. Secaucus town, New Jersey
2829. Somers Point city, New Jersey
2830. Somerville borough, New Jersey
2831. South Orange Village township, New Jersey
2832. South Plainfield borough, New Jersey
2833. South River borough, New Jersey
2834. Southampton township, New Jersey
2835. Sparta township, New Jersey
2836. Springfield township, New Jersey
2837. Stafford township, New Jersey
2838. Summit city, New Jersey
2839. Tenafly borough, New Jersey
2840. Tinton Falls borough, New Jersey
2841. Totowa borough, New Jersey
2842. Upper township, New Jersey
2843. Vernon township, New Jersey
2844. Verona township, New Jersey
2845. Voorhees township, New Jersey
2846. Waldwick borough, New Jersey
2847. Wall township, New Jersey
2848. Wallington borough, New Jersey
2849. Wanaque borough, New Jersey
2850. Wantage township, New Jersey
2851. Warren township, New Jersey
2852. Washington township, New Jersey
2853. Waterford township, New Jersey
2854. Weehawken township, New Jersey
2855. West Caldwell township, New Jersey
2856. West Deptford township, New Jersey
2857. West Milford township, New Jersey
2858. West Windsor township, New Jersey
2859. Westfield town, New Jersey
2860. Westwood borough, New Jersey
2861. Woodland Park borough, New Jersey
2862. Woolwich township, New Jersey
2863. Wyckoff township, New Jersey
2864. Albany city, New York *
2865. Albany County, New York *
2866. Allegany County, New York *
2867. Amherst town, New York *
2868. Babylon town, New York *
2869. Bethlehem town, New York *
2870. Binghamton city, New York *
2871. Brighton town, New York *
2872. Brookhaven town, New York *
2873. Broome County, New York *
2874. Buffalo city, New York *
2875. Carmel town, New York *
2876. Cattaraugus County, New York *
2877. Cayuga County, New York *
2878. Chautauqua County, New York *
2879. Cheektowaga town, New York *
2880. Chemung County, New York *
2881. Chenango County, New York *
2882. Cicero town, New York *

2883. Clarence town, New York *
2884. Clarkstown town, New York *
2885. Clay town, New York *
2886. Clifton Park town, New York *
2887. Clinton County, New York *
2888. Colonie town, New York *
2889. Columbia County, New York *
2890. Cortland County, New York *
2891. Cortlandt town, New York *
2892. Delaware County, New York *
2893. Dutchess County, New York *
2894. Eastchester town, New York *
2895. Erie County, New York *
2896. Essex County, New York *
2897. Franklin County, New York *
2898. Freeport village, New York *
2899. Fulton County, New York *
2900. Genesee County, New York *
2901. Greece town, New York *
2902. Greenburgh town, New York *
2903. Greene County, New York *
2904. Guilderland town, New York *
2905. Hamburg town, New York *
2906. Haverstraw town, New York *
2907. Hempstead town, New York *
2908. Hempstead village, New York *
2909. Henrietta town, New York *
2910. Herkimer County, New York *
2911. Huntington town, New York *
2912. Irondequoit town, New York *
2913. Islip town, New York *
2914. Ithaca city, New York *
2915. Jefferson County, New York *
2916. Lancaster town, New York *
2917. Livingston County, New York *
2918. Long Beach city, New York *
2919. Madison County, New York *
2920. Manlius town, New York *
2921. Monroe County, New York *
2922. Montgomery County, New York *
2923. Mount Pleasant town, New York *
2924. Mount Vernon city, New York *
2925. Nassau County, New York *
2926. New Rochelle city, New York *
2927. New York city / Bronx County / Kings County / New York County / Queens County / Richmond County, New York *
2928. Newburgh town, New York *
2929. Niagara County, New York *
2930. Niagara Falls city, New York *
2931. North Hempstead town, New York *
2932. North Tonawanda city, New York *
2933. Oneida County, New York *
2934. Onondaga County, New York *
2935. Ontario County, New York *
2936. Orange County, New York *
2937. Orangetown town, New York *
2938. Orleans County, New York *
2939. Ossining town, New York *
2940. Oswego County, New York *
2941. Otsego County, New York *
2942. Oyster Bay town, New York *
2943. Penfield town, New York *
2944. Perinton town, New York *
2945. Poughkeepsie city, New York *
2946. Poughkeepsie town, New York *
2947. Putnam County, New York *
2948. Ramapo town, New York *
2949. Rensselaer County, New York *
2950. Riverhead town, New York *
2951. Rochester city, New York *
2952. Rockland County, New York *
2953. Rome city, New York *
2954. Rye town, New York *
2955. Salina town, New York *
2956. Saratoga County, New York *
2957. Schenectady city, New York *
2958. Schenectady County, New York *
2959. Schoharie County, New York *
2960. Seneca County, New York *
2961. Smithtown town, New York *
2962. Southampton town, New York *
2963. Spring Valley village, New York *
2964. St. Lawrence County, New York *
2965. Steuben County, New York *
2966. Suffolk County, New York *
2967. Sullivan County, New York *
2968. Syracuse city, New York *
2969. Tioga County, New York *
2970. Tompkins County, New York *
2971. Tonawanda town, New York *
2972. Troy city, New York *
2973. Ulster County, New York *
2974. Union town, New York *
2975. Utica city, New York *
2976. Valley Stream village, New York *
2977. Warren County, New York *
2978. Warwick town, New York *
2979. Washington County, New York *
2980. Wayne County, New York *
2981. Webster town, New York *
2982. West Seneca town, New York *
2983. Westchester County, New York *
2984. White Plains city, New York *
2985. Wyoming County, New York *
2986. Yonkers city, New York *
2987. Yorktown town, New York *
2988. Amsterdam city, New York
2989. Arcadia town, New York
2990. Auburn city, New York
2991. Aurora town, New York
2992. Babylon village, New York

2993. Ballston town, New York
2994. Batavia city, New York
2995. Bath town, New York
2996. Beacon city, New York
2997. Bedford town, New York
2998. Beekman town, New York
2999. Blooming Grove town, New York
3000. Brunswick town, New York
3001. Camillus town, New York
3002. Canandaigua city, New York
3003. Canandaigua town, New York
3004. Canton town, New York
3005. Catskill town, New York
3006. Chenango town, New York
3007. Chester town, New York
3008. Chili town, New York
3009. Cohoes city, New York
3010. Corning city, New York
3011. Cornwall town, New York
3012. Cortland city, New York
3013. De Witt town, New York
3014. Depew village, New York
3015. Dobbs Ferry village, New York
3016. Dryden town, New York
3017. Dunkirk city, New York
3018. East Fishkill town, New York
3019. East Greenbush town, New York
3020. East Hampton town, New York
3021. Elma town, New York
3022. Elmira city, New York
3023. Endicott village, New York
3024. Evans town, New York
3025. Fallsburg town, New York
3026. Farmington town, New York
3027. Fishkill town, New York
3028. Floral Park village, New York
3029. Fredonia village, New York
3030. Fulton city, New York
3031. Garden City village, New York
3032. Gates town, New York
3033. Geddes town, New York
3034. Geneseo town, New York
3035. Geneva city, New York
3036. German Flatts town, New York
3037. Glen Cove city, New York
3038. Glens Falls city, New York
3039. Glenville town, New York
3040. Gloversville city, New York
3041. Goshen town, New York
3042. Grand Island town, New York
3043. Great Neck village, New York
3044. Halfmoon town, New York
3045. Harrison town, New York
3046. Harrison village, New York
3047. Haverstraw village, New York
3048. Highlands town, New York
3049. Horseheads town, New York
3050. Hyde Park town, New York
3051. Ithaca town, New York
3052. Jamestown city, New York
3053. Johnson City village, New York
3054. Kenmore village, New York
3055. Kent town, New York
3056. Kingsbury town, New York
3057. Kingston city, New York
3058. Kirkland town, New York
3059. Kiryas Joel village, New York
3060. La Grange town, New York
3061. Lackawanna city, New York
3062. Lake Grove village, New York
3063. Lancaster village, New York
3064. Lansing town, New York
3065. Le Ray town, New York
3066. Lewis County, New York
3067. Lewisboro town, New York
3068. Lewiston town, New York
3069. Lindenhurst village, New York
3070. Lloyd town, New York
3071. Lockport city, New York
3072. Lockport town, New York
3073. Lynbrook village, New York
3074. Lysander town, New York
3075. Malone town, New York
3076. Malta town, New York
3077. Mamakating town, New York
3078. Mamaroneck town, New York
3079. Mamaroneck village, New York
3080. Massapequa Park village, New York
3081. Massena town, New York
3082. Massena village, New York
3083. Middletown city, New York
3084. Milton town, New York
3085. Mineola village, New York
3086. Monroe town, New York
3087. Montgomery town, New York
3088. Moreau town, New York
3089. Mount Kisco village / Mount Kisco town, New York
3090. New Castle town, New York
3091. New Hartford town, New York
3092. New Paltz town, New York
3093. New Windsor town, New York
3094. Newburgh city, New York
3095. Niskayuna town, New York
3096. North Castle town, New York
3097. North Greenbush town, New York
3098. Ogden town, New York
3099. Ogdensburg city, New York
3100. Olean city, New York
3101. Oneida city, New York
3102. Oneonta city, New York
3103. Onondaga town, New York

3104. Ontario town, New York
3105. Orchard Park town, New York
3106. Ossining village, New York
3107. Oswego city, New York
3108. Owego town, New York
3109. Palm Tree town, New York
3110. Parma town, New York
3111. Patchogue village, New York
3112. Patterson town, New York
3113. Peekskill city, New York
3114. Pelham town, New York
3115. Pittsford town, New York
3116. Plattekill town, New York
3117. Plattsburgh city, New York
3118. Plattsburgh town, New York
3119. Pomfret town, New York
3120. Port Chester village, New York
3121. Potsdam town, New York
3122. Putnam Valley town, New York
3123. Queensbury town, New York
3124. Red Hook town, New York
3125. Rockville Centre village, New York
3126. Rotterdam town, New York
3127. Rye city, New York
3128. Saratoga Springs city, New York
3129. Saugerties town, New York
3130. Scarsdale village / Scarsdale town, New York
3131. Schodack town, New York
3132. Schuyler County, New York
3133. Shawangunk town, New York
3134. Sleepy Hollow village, New York
3135. Somers town, New York
3136. Southeast town, New York
3137. Southold town, New York
3138. Stony Point town, New York
3139. Suffern village, New York
3140. Sullivan town, New York
3141. Sweden town, New York
3142. Tarrytown village, New York
3143. Thompson town, New York
3144. Tonawanda city, New York
3145. Ulster town, New York
3146. Van Buren town, New York
3147. Vestal town, New York
3148. Victor town, New York
3149. Wallkill town, New York
3150. Wappinger town, New York
3151. Watertown city, New York
3152. Wawarsing town, New York
3153. West Haverstraw village, New York
3154. Westbury village, New York
3155. Wheatfield town, New York
3156. Whitestown town, New York
3157. Wilton town, New York
3158. Woodbury town, New York
3159. Woodbury village, New York
3160. Yates County, New York
3161. Bartlesville city, Oklahoma *
3162. Broken Arrow city, Oklahoma *
3163. Bryan County, Oklahoma *
3164. Canadian County, Oklahoma *
3165. Carter County, Oklahoma *
3166. Cherokee County, Oklahoma *
3167. Cleveland County, Oklahoma *
3168. Comanche County, Oklahoma *
3169. Creek County, Oklahoma *
3170. Delaware County, Oklahoma *
3171. Edmond city, Oklahoma *
3172. Enid city, Oklahoma *
3173. Garfield County, Oklahoma *
3174. Grady County, Oklahoma *
3175. Kay County, Oklahoma *
3176. Lawton city, Oklahoma *
3177. Le Flore County, Oklahoma *
3178. Lincoln County, Oklahoma *
3179. Logan County, Oklahoma *
3180. Mayes County, Oklahoma *
3181. McClain County, Oklahoma *
3182. McCurtain County, Oklahoma *
3183. Midwest City city, Oklahoma *
3184. Moore city, Oklahoma *
3185. Muskogee city, Oklahoma *
3186. Muskogee County, Oklahoma *
3187. Norman city, Oklahoma *
3188. Oklahoma City city, Oklahoma *
3189. Oklahoma County, Oklahoma *
3190. Okmulgee County, Oklahoma *
3191. Osage County, Oklahoma *
3192. Ottawa County, Oklahoma *
3193. Owasso city, Oklahoma *
3194. Payne County, Oklahoma *
3195. Pittsburg County, Oklahoma *
3196. Pontotoc County, Oklahoma *
3197. Pottawatomie County, Oklahoma *
3198. Rogers County, Oklahoma *
3199. Sequoyah County, Oklahoma *
3200. Shawnee city, Oklahoma *
3201. Stephens County, Oklahoma *
3202. Stillwater city, Oklahoma *
3203. Tulsa city, Oklahoma *
3204. Tulsa County, Oklahoma *
3205. Wagoner County, Oklahoma *
3206. Washington County, Oklahoma *
3207. Ada city, Oklahoma
3208. Adair County, Oklahoma
3209. Altus city, Oklahoma
3210. Ardmore city, Oklahoma
3211. Atoka County, Oklahoma
3212. Beckham County, Oklahoma
3213. Bethany city, Oklahoma
3214. Bixby city, Oklahoma

3215. Caddo County, Oklahoma
3216. Chickasha city, Oklahoma
3217. Choctaw city, Oklahoma
3218. Choctaw County, Oklahoma
3219. Claremore city, Oklahoma
3220. Coweta city, Oklahoma
3221. Craig County, Oklahoma
3222. Custer County, Oklahoma
3223. Del City city, Oklahoma
3224. Duncan city, Oklahoma
3225. Durant city, Oklahoma
3226. El Reno city, Oklahoma
3227. Elk City city, Oklahoma
3228. Garvin County, Oklahoma
3229. Glenpool city, Oklahoma
3230. Guthrie city, Oklahoma
3231. Guymon city, Oklahoma
3232. Haskell County, Oklahoma
3233. Hughes County, Oklahoma
3234. Jackson County, Oklahoma
3235. Jenks city, Oklahoma
3236. Johnston County, Oklahoma
3237. Kingfisher County, Oklahoma
3238. Latimer County, Oklahoma
3239. Love County, Oklahoma
3240. Marshall County, Oklahoma
3241. McAlester city, Oklahoma
3242. McIntosh County, Oklahoma
3243. Miami city, Oklahoma
3244. Murray County, Oklahoma
3245. Mustang city, Oklahoma
3246. Newcastle city, Oklahoma
3247. Noble County, Oklahoma
3248. Nowata County, Oklahoma
3249. Okfuskee County, Oklahoma
3250. Okmulgee city, Oklahoma
3251. Pawnee County, Oklahoma
3252. Ponca City city, Oklahoma
3253. Pushmataha County, Oklahoma
3254. Sand Springs city, Oklahoma
3255. Sapulpa city, Oklahoma
3256. Seminole County, Oklahoma
3257. Tahlequah city, Oklahoma
3258. Texas County, Oklahoma
3259. Warr Acres city, Oklahoma
3260. Washita County, Oklahoma
3261. Weatherford city, Oklahoma
3262. Woodward city, Oklahoma
3263. Woodward County, Oklahoma
3264. Yukon city, Oklahoma
3265. Albany city, Oregon *
3266. Beaverton city, Oregon *
3267. Bend city, Oregon *
3268. Benton County, Oregon *
3269. Clackamas County, Oregon *
3270. Clatsop County, Oregon *
3271. Columbia County, Oregon *
3272. Coos County, Oregon *
3273. Corvallis city, Oregon *
3274. Deschutes County, Oregon *
3275. Douglas County, Oregon *
3276. Eugene city, Oregon *
3277. Grants Pass city, Oregon *
3278. Gresham city, Oregon *
3279. Hillsboro city, Oregon *
3280. Jackson County, Oregon *
3281. Josephine County, Oregon *
3282. Keizer city, Oregon *
3283. Klamath County, Oregon *
3284. Lake Oswego city, Oregon *
3285. Lane County, Oregon *
3286. Lincoln County, Oregon *
3287. Linn County, Oregon *
3288. Malheur County, Oregon *
3289. Marion County, Oregon *
3290. McMinnville city, Oregon *
3291. Medford city, Oregon *
3292. Multnomah County, Oregon *
3293. Oregon City city, Oregon *
3294. Polk County, Oregon *
3295. Portland city, Oregon *
3296. Redmond city, Oregon *
3297. Salem city, Oregon *
3298. Springfield city, Oregon *
3299. Tigard city, Oregon *
3300. Umatilla County, Oregon *
3301. Washington County, Oregon *
3302. Yamhill County, Oregon *
3303. Ashland city, Oregon
3304. Astoria city, Oregon
3305. Baker County, Oregon
3306. Canby city, Oregon
3307. Central Point city, Oregon
3308. Coos Bay city, Oregon
3309. Cornelius city, Oregon
3310. Cottage Grove city, Oregon
3311. Crook County, Oregon
3312. Curry County, Oregon
3313. Dallas city, Oregon
3314. Forest Grove city, Oregon
3315. Gladstone city, Oregon
3316. Happy Valley city, Oregon
3317. Hermiston city, Oregon
3318. Hood River County, Oregon
3319. Independence city, Oregon
3320. Jefferson County, Oregon
3321. Klamath Falls city, Oregon
3322. La Grande city, Oregon
3323. Lebanon city, Oregon
3324. Milwaukie city, Oregon
3325. Monmouth city, Oregon
3326. Morrow County, Oregon

3327. Newberg city, Oregon
3328. Newport city, Oregon
3329. Ontario city, Oregon
3330. Pendleton city, Oregon
3331. Prineville city, Oregon
3332. Roseburg city, Oregon
3333. Sandy city, Oregon
3334. Sherwood city, Oregon
3335. Silverton city, Oregon
3336. St. Helens city, Oregon
3337. The Dalles city, Oregon
3338. Tillamook County, Oregon
3339. Troutdale city, Oregon
3340. Tualatin city, Oregon
3341. Union County, Oregon
3342. Wasco County, Oregon
3343. West Linn city, Oregon
3344. Wilsonville city, Oregon
3345. Woodburn city, Oregon
3346. Abington township, Pennsylvania *
3347. Adams County, Pennsylvania *
3348. Allegheny County, Pennsylvania *
3349. Allentown city, Pennsylvania *
3350. Altoona city, Pennsylvania *
3351. Armstrong County, Pennsylvania *
3352. Beaver County, Pennsylvania *
3353. Bedford County, Pennsylvania *
3354. Bensalem township, Pennsylvania *
3355. Berks County, Pennsylvania *
3356. Bethel Park municipality, Pennsylvania *
3357. Bethlehem city, Pennsylvania *
3358. Blair County, Pennsylvania *
3359. Bradford County, Pennsylvania *
3360. Bristol township, Pennsylvania *
3361. Bucks County, Pennsylvania *
3362. Butler County, Pennsylvania *
3363. Cambria County, Pennsylvania *
3364. Carbon County, Pennsylvania *
3365. Centre County, Pennsylvania *
3366. Cheltenham township, Pennsylvania *
3367. Chester city, Pennsylvania *
3368. Chester County, Pennsylvania *
3369. Clarion County, Pennsylvania *
3370. Clearfield County, Pennsylvania *
3371. Clinton County, Pennsylvania *
3372. Columbia County, Pennsylvania *
3373. Cranberry township, Pennsylvania *
3374. Crawford County, Pennsylvania *
3375. Cumberland County, Pennsylvania *
3376. Dauphin County, Pennsylvania *
3377. Delaware County, Pennsylvania *
3378. Erie city, Pennsylvania *
3379. Erie County, Pennsylvania *
3380. Falls township, Pennsylvania *
3381. Fayette County, Pennsylvania *
3382. Franklin County, Pennsylvania *
3383. Greene County, Pennsylvania *
3384. Hampden township, Pennsylvania *
3385. Harrisburg city, Pennsylvania *
3386. Haverford township, Pennsylvania *
3387. Hempfield township, Pennsylvania *
3388. Huntingdon County, Pennsylvania *
3389. Indiana County, Pennsylvania *
3390. Jefferson County, Pennsylvania *
3391. Lackawanna County, Pennsylvania *
3392. Lancaster city, Pennsylvania *
3393. Lancaster County, Pennsylvania *
3394. Lawrence County, Pennsylvania *
3395. Lebanon County, Pennsylvania *
3396. Lehigh County, Pennsylvania *
3397. Lower Macungie township, Pennsylvania *
3398. Lower Makefield township, Pennsylvania *
3399. Lower Merion township, Pennsylvania *
3400. Lower Paxton township, Pennsylvania *
3401. Luzerne County, Pennsylvania *
3402. Lycoming County, Pennsylvania *
3403. Manheim township, Pennsylvania *
3404. McKean County, Pennsylvania *
3405. Mercer County, Pennsylvania *
3406. Middletown township, Pennsylvania *
3407. Mifflin County, Pennsylvania *
3408. Millcreek township, Pennsylvania *
3409. Monroe County, Pennsylvania *
3410. Montgomery County, Pennsylvania *
3411. Mount Lebanon township, Pennsylvania *
3412. Norristown borough, Pennsylvania *
3413. North Huntingdon township, Pennsylvania *
3414. Northampton County, Pennsylvania *
3415. Northampton township, Pennsylvania *
3416. Northumberland County, Pennsylvania *
3417. Penn Hills township, Pennsylvania *
3418. Perry County, Pennsylvania *
3419. Philadelphia city / Philadelphia County, Pennsylvania *
3420. Pike County, Pennsylvania *
3421. Pittsburgh city, Pennsylvania *
3422. Radnor township, Pennsylvania *
3423. Reading city, Pennsylvania *
3424. Ridley township, Pennsylvania *
3425. Ross township, Pennsylvania *
3426. Schuylkill County, Pennsylvania *
3427. Scranton city, Pennsylvania *
3428. Snyder County, Pennsylvania *
3429. Somerset County, Pennsylvania *
3430. State College borough, Pennsylvania *
3431. Susquehanna County, Pennsylvania *
3432. Tioga County, Pennsylvania *
3433. Union County, Pennsylvania *
3434. Upper Darby township, Pennsylvania *
3435. Upper Merion township, Pennsylvania *
3436. Venango County, Pennsylvania *
3437. Warminster township, Pennsylvania *

3438. Warren County, Pennsylvania *
3439. Washington County, Pennsylvania *
3440. Wayne County, Pennsylvania *
3441. Westmoreland County, Pennsylvania *
3442. Wilkes-Barre city, Pennsylvania *
3443. York city, Pennsylvania *
3444. York County, Pennsylvania *
3445. Adams township, Pennsylvania
3446. Amity township, Pennsylvania
3447. Antrim township, Pennsylvania
3448. Aston township, Pennsylvania
3449. Baldwin borough, Pennsylvania
3450. Bethlehem township, Pennsylvania
3451. Bloomsburg town, Pennsylvania
3452. Buckingham township, Pennsylvania
3453. Butler city, Pennsylvania
3454. Butler township, Pennsylvania
3455. Caln township, Pennsylvania
3456. Carlisle borough, Pennsylvania
3457. Cecil township, Pennsylvania
3458. Center township, Pennsylvania
3459. Chambersburg borough, Pennsylvania
3460. Chestnuthill township, Pennsylvania
3461. Coal township, Pennsylvania
3462. Coatesville city, Pennsylvania
3463. College township, Pennsylvania
3464. Columbia borough, Pennsylvania
3465. Concord township, Pennsylvania
3466. Coolbaugh township, Pennsylvania
3467. Cumru township, Pennsylvania
3468. Darby borough, Pennsylvania
3469. Derry township, Pennsylvania
3470. Derry township, Pennsylvania
3471. Dingman township, Pennsylvania
3472. Douglass township, Pennsylvania
3473. Dover township, Pennsylvania
3474. Doylestown township, Pennsylvania
3475. Dunmore borough, Pennsylvania
3476. East Cocalico township, Pennsylvania
3477. East Goshen township, Pennsylvania
3478. East Hempfield township, Pennsylvania
3479. East Lampeter township, Pennsylvania
3480. East Norriton township, Pennsylvania
3481. East Pennsboro township, Pennsylvania
3482. East Stroudsburg borough, Pennsylvania
3483. East Whiteland township, Pennsylvania
3484. Easton city, Pennsylvania
3485. Easttown township, Pennsylvania
3486. Elizabeth township, Pennsylvania
3487. Elizabethtown borough, Pennsylvania
3488. Elk County, Pennsylvania
3489. Emmaus borough, Pennsylvania
3490. Ephrata borough, Pennsylvania
3491. Ephrata township, Pennsylvania
3492. Exeter township, Pennsylvania
3493. Fairview township, Pennsylvania
3494. Fairview township, Pennsylvania
3495. Ferguson township, Pennsylvania
3496. Forks township, Pennsylvania
3497. Franconia township, Pennsylvania
3498. Franklin Park borough, Pennsylvania
3499. Fulton County, Pennsylvania
3500. Greene township, Pennsylvania
3501. Greensburg city, Pennsylvania
3502. Guilford township, Pennsylvania
3503. Hamilton township, Pennsylvania
3504. Hampton township, Pennsylvania
3505. Hanover borough, Pennsylvania
3506. Hanover township, Pennsylvania
3507. Hanover township, Pennsylvania
3508. Harborcreek township, Pennsylvania
3509. Harrison township, Pennsylvania
3510. Hatfield township, Pennsylvania
3511. Hazleton city, Pennsylvania
3512. Hermitage city, Pennsylvania
3513. Hilltown township, Pennsylvania
3514. Hopewell township, Pennsylvania
3515. Horsham township, Pennsylvania
3516. Indiana borough, Pennsylvania
3517. Jefferson Hills borough, Pennsylvania
3518. Johnstown city, Pennsylvania
3519. Juniata County, Pennsylvania
3520. Kingston borough, Pennsylvania
3521. Lancaster township, Pennsylvania
3522. Lansdale borough, Pennsylvania
3523. Lansdowne borough, Pennsylvania
3524. Lebanon city, Pennsylvania
3525. Lehigh township, Pennsylvania
3526. Lehman township, Pennsylvania
3527. Limerick township, Pennsylvania
3528. Logan township, Pennsylvania
3529. Lower Allen township, Pennsylvania
3530. Lower Burrell city, Pennsylvania
3531. Lower Gwynedd township, Pennsylvania
3532. Lower Moreland township, Pennsylvania
3533. Lower Pottsgrove township, Pennsylvania
3534. Lower Providence township, Pennsylvania
3535. Lower Salford township, Pennsylvania
3536. Lower Saucon township, Pennsylvania
3537. Lower Southampton township, Pennsylvania
3538. Loyalsock township, Pennsylvania
3539. Manchester township, Pennsylvania
3540. Manor township, Pennsylvania
3541. Marple township, Pennsylvania
3542. McCandless township, Pennsylvania
3543. McKeesport city, Pennsylvania
3544. Meadville city, Pennsylvania
3545. Middle Smithfield township, Pennsylvania
3546. Middletown township, Pennsylvania
3547. Milford township, Pennsylvania
3548. Monroeville municipality, Pennsylvania
3549. Montgomery township, Pennsylvania

3550. Montour County, Pennsylvania
3551. Moon township, Pennsylvania
3552. Mount Joy township, Pennsylvania
3553. Mount Pleasant township, Pennsylvania
3554. Muhlenberg township, Pennsylvania
3555. Munhall borough, Pennsylvania
3556. Murrysville municipality, Pennsylvania
3557. Nanticoke city, Pennsylvania
3558. Nether Providence township, Pennsylvania
3559. New Britain township, Pennsylvania
3560. New Castle city, Pennsylvania
3561. New Garden township, Pennsylvania
3562. New Hanover township, Pennsylvania
3563. New Kensington city, Pennsylvania
3564. Newberry township, Pennsylvania
3565. Newtown township, Pennsylvania
3566. Newtown township, Pennsylvania
3567. North Fayette township, Pennsylvania
3568. North Lebanon township, Pennsylvania
3569. North Middleton township, Pennsylvania
3570. North Strabane township, Pennsylvania
3571. North Union township, Pennsylvania
3572. North Whitehall township, Pennsylvania
3573. Palmer township, Pennsylvania
3574. Patton township, Pennsylvania
3575. Penn township, Pennsylvania
3576. Penn township, Pennsylvania
3577. Peters township, Pennsylvania
3578. Phoenixville borough, Pennsylvania
3579. Pine township, Pennsylvania
3580. Plum borough, Pennsylvania
3581. Plumstead township, Pennsylvania
3582. Plymouth township, Pennsylvania
3583. Pocono township, Pennsylvania
3584. Potter County, Pennsylvania
3585. Pottstown borough, Pennsylvania
3586. Pottsville city, Pennsylvania
3587. Rapho township, Pennsylvania
3588. Richland township, Pennsylvania
3589. Richland township, Pennsylvania
3590. Richland township, Pennsylvania
3591. Robinson township, Pennsylvania
3592. Rostraver township, Pennsylvania
3593. Salisbury township, Pennsylvania
3594. Salisbury township, Pennsylvania
3595. Sandy township, Pennsylvania
3596. Scott township, Pennsylvania
3597. Shaler township, Pennsylvania
3598. Sharon city, Pennsylvania
3599. Silver Spring township, Pennsylvania
3600. Skippack township, Pennsylvania
3601. Somerset township, Pennsylvania
3602. South Fayette township, Pennsylvania
3603. South Lebanon township, Pennsylvania
3604. South Middleton township, Pennsylvania
3605. South Park township, Pennsylvania
3606. South Union township, Pennsylvania
3607. South Whitehall township, Pennsylvania
3608. Spring Garden township, Pennsylvania
3609. Spring township, Pennsylvania
3610. Springettsbury township, Pennsylvania
3611. Springfield township, Pennsylvania
3612. Springfield township, Pennsylvania
3613. St. Marys city, Pennsylvania
3614. Stroud township, Pennsylvania
3615. Susquehanna township, Pennsylvania
3616. Swatara township, Pennsylvania
3617. Towamencin township, Pennsylvania
3618. Tredyffrin township, Pennsylvania
3619. Unity township, Pennsylvania
3620. Upper Allen township, Pennsylvania
3621. Upper Chichester township, Pennsylvania
3622. Upper Dublin township, Pennsylvania
3623. Upper Gwynedd township, Pennsylvania
3624. Upper Macungie township, Pennsylvania
3625. Upper Moreland township, Pennsylvania
3626. Upper Providence township, Pennsylvania
3627. Upper Providence township, Pennsylvania
3628. Upper Saucon township, Pennsylvania
3629. Upper Southampton township, Pennsylvania
3630. Upper St. Clair township, Pennsylvania
3631. Upper Uwchlan township, Pennsylvania
3632. Uwchlan township, Pennsylvania
3633. Warrington township, Pennsylvania
3634. Warwick township, Pennsylvania
3635. Warwick township, Pennsylvania
3636. Washington city, Pennsylvania
3637. Washington township, Pennsylvania
3638. Waynesboro borough, Pennsylvania
3639. West Bradford township, Pennsylvania
3640. West Chester borough, Pennsylvania
3641. West Deer township, Pennsylvania
3642. West Goshen township, Pennsylvania
3643. West Hanover township, Pennsylvania
3644. West Hempfield township, Pennsylvania
3645. West Lampeter township, Pennsylvania
3646. West Manchester township, Pennsylvania
3647. West Mifflin borough, Pennsylvania
3648. West Norriton township, Pennsylvania
3649. West Whiteland township, Pennsylvania
3650. Westtown township, Pennsylvania
3651. White township, Pennsylvania
3652. Whitehall borough, Pennsylvania
3653. Whitehall township, Pennsylvania
3654. Whitemarsh township, Pennsylvania
3655. Whitpain township, Pennsylvania
3656. Wilkinsburg borough, Pennsylvania
3657. Williamsport city, Pennsylvania
3658. Willistown township, Pennsylvania
3659. Windsor township, Pennsylvania
3660. Worcester township, Pennsylvania
3661. Wyoming County, Pennsylvania

3662. Wyomissing borough, Pennsylvania
3663. Yeadon borough, Pennsylvania
3664. York township, Pennsylvania
3665. Coventry town, Rhode Island *
3666. Cranston city, Rhode Island *
3667. Cumberland town, Rhode Island *
3668. East Providence city, Rhode Island *
3669. North Providence town, Rhode Island *
3670. Pawtucket city, Rhode Island *
3671. Providence city, Rhode Island *
3672. South Kingstown town, Rhode Island *
3673. Warwick city, Rhode Island *
3674. Woonsocket city, Rhode Island *
3675. Barrington town, Rhode Island
3676. Bristol town, Rhode Island
3677. Burrillville town, Rhode Island
3678. Central Falls city, Rhode Island
3679. East Greenwich town, Rhode Island
3680. Glocester town, Rhode Island
3681. Johnston town, Rhode Island
3682. Lincoln town, Rhode Island
3683. Middletown town, Rhode Island
3684. Narragansett town, Rhode Island
3685. Newport city, Rhode Island
3686. North Kingstown town, Rhode Island
3687. North Smithfield town, Rhode Island
3688. Portsmouth town, Rhode Island
3689. Scituate town, Rhode Island
3690. Smithfield town, Rhode Island
3691. Tiverton town, Rhode Island
3692. Warren town, Rhode Island
3693. West Warwick town, Rhode Island
3694. Westerly town, Rhode Island
3695. Brookings County, South Dakota *
3696. Brown County, South Dakota *
3697. Lincoln County, South Dakota *
3698. Minnehaha County, South Dakota *
3699. Pennington County, South Dakota *
3700. Rapid City city, South Dakota *
3701. Sioux Falls city, South Dakota *
3702. Aberdeen city, South Dakota
3703. Beadle County, South Dakota
3704. Box Elder city, South Dakota
3705. Brandon city, South Dakota
3706. Brookings city, South Dakota
3707. Butte County, South Dakota
3708. Clay County, South Dakota
3709. Codington County, South Dakota
3710. Davison County, South Dakota
3711. Hughes County, South Dakota
3712. Huron city, South Dakota
3713. Lake County, South Dakota
3714. Lawrence County, South Dakota
3715. Meade County, South Dakota
3716. Mitchell city, South Dakota
3717. Oglala Lakota County, South Dakota
3718. Pierre city, South Dakota
3719. Roberts County, South Dakota
3720. Spearfish city, South Dakota
3721. Todd County, South Dakota
3722. Union County, South Dakota
3723. Vermillion city, South Dakota
3724. Watertown city, South Dakota
3725. Yankton city, South Dakota
3726. Yankton County, South Dakota
3727. Abilene city, Texas *
3728. Allen city, Texas *
3729. Amarillo city, Texas *
3730. Anderson County, Texas *
3731. Angelina County, Texas *
3732. Arlington city, Texas *
3733. Atascosa County, Texas *
3734. Austin city, Texas *
3735. Austin County, Texas *
3736. Bastrop County, Texas *
3737. Baytown city, Texas *
3738. Beaumont city, Texas *
3739. Bedford city, Texas *
3740. Bee County, Texas *
3741. Bell County, Texas *
3742. Bexar County, Texas *
3743. Bowie County, Texas *
3744. Brazoria County, Texas *
3745. Brazos County, Texas *
3746. Brown County, Texas *
3747. Brownsville city, Texas *
3748. Bryan city, Texas *
3749. Burleson city, Texas *
3750. Burnet County, Texas *
3751. Caldwell County, Texas *
3752. Cameron County, Texas *
3753. Carrollton city, Texas *
3754. Cass County, Texas *
3755. Cedar Hill city, Texas *
3756. Cedar Park city, Texas *
3757. Chambers County, Texas *
3758. Cherokee County, Texas *
3759. Cibolo city, Texas *
3760. Cleburne city, Texas *
3761. College Station city, Texas *
3762. Collin County, Texas *
3763. Comal County, Texas *
3764. Conroe city, Texas *
3765. Cooke County, Texas *
3766. Coppell city, Texas *
3767. Copperas Cove city, Texas *
3768. Corpus Christi city, Texas *
3769. Coryell County, Texas *
3770. Dallas city, Texas *
3771. Dallas County, Texas *
3772. Deer Park city, Texas *
3773. Del Rio city, Texas *

3774. Denton city, Texas *
3775. Denton County, Texas *
3776. DeSoto city, Texas *
3777. Duncanville city, Texas *
3778. Ector County, Texas *
3779. Edinburg city, Texas *
3780. El Paso city, Texas *
3781. El Paso County, Texas *
3782. Ellis County, Texas *
3783. Erath County, Texas *
3784. Euless city, Texas *
3785. Fannin County, Texas *
3786. Farmers Branch city, Texas *
3787. Flower Mound town, Texas *
3788. Fort Bend County, Texas *
3789. Fort Worth city, Texas *
3790. Friendswood city, Texas *
3791. Frisco city, Texas *
3792. Galveston city, Texas *
3793. Galveston County, Texas *
3794. Garland city, Texas *
3795. Georgetown city, Texas *
3796. Grand Prairie city, Texas *
3797. Grapevine city, Texas *
3798. Grayson County, Texas *
3799. Gregg County, Texas *
3800. Guadalupe County, Texas *
3801. Hale County, Texas *
3802. Haltom City city, Texas *
3803. Hardin County, Texas *
3804. Harker Heights city, Texas *
3805. Harlingen city, Texas *
3806. Harris County, Texas *
3807. Harrison County, Texas *
3808. Hays County, Texas *
3809. Henderson County, Texas *
3810. Hidalgo County, Texas *
3811. Hill County, Texas *
3812. Hood County, Texas *
3813. Hopkins County, Texas *
3814. Houston city, Texas *
3815. Howard County, Texas *
3816. Hunt County, Texas *
3817. Huntsville city, Texas *
3818. Hurst city, Texas *
3819. Irving city, Texas *
3820. Jasper County, Texas *
3821. Jefferson County, Texas *
3822. Jim Wells County, Texas *
3823. Johnson County, Texas *
3824. Kaufman County, Texas *
3825. Keller city, Texas *
3826. Kendall County, Texas *
3827. Kerr County, Texas *
3828. Killeen city, Texas *
3829. Kleberg County, Texas *
3830. Kyle city, Texas *
3831. La Porte city, Texas *
3832. Lamar County, Texas *
3833. Lancaster city, Texas *
3834. Laredo city, Texas *
3835. League City city, Texas *
3836. Leander city, Texas *
3837. Lewisville city, Texas *
3838. Liberty County, Texas *
3839. Little Elm city, Texas *
3840. Longview city, Texas *
3841. Lubbock city, Texas *
3842. Lubbock County, Texas *
3843. Lufkin city, Texas *
3844. Mansfield city, Texas *
3845. Matagorda County, Texas *
3846. Maverick County, Texas *
3847. McAllen city, Texas *
3848. McKinney city, Texas *
3849. McLennan County, Texas *
3850. Medina County, Texas *
3851. Mesquite city, Texas *
3852. Midland city, Texas *
3853. Midland County, Texas *
3854. Midlothian city, Texas *
3855. Mission city, Texas *
3856. Missouri City city, Texas *
3857. Montgomery County, Texas *
3858. Nacogdoches city, Texas *
3859. Nacogdoches County, Texas *
3860. Navarro County, Texas *
3861. New Braunfels city, Texas *
3862. North Richland Hills city, Texas *
3863. Nueces County, Texas *
3864. Odessa city, Texas *
3865. Orange County, Texas *
3866. Parker County, Texas *
3867. Pasadena city, Texas *
3868. Pearland city, Texas *
3869. Pflugerville city, Texas *
3870. Pharr city, Texas *
3871. Plano city, Texas *
3872. Polk County, Texas *
3873. Port Arthur city, Texas *
3874. Potter County, Texas *
3875. Randall County, Texas *
3876. Richardson city, Texas *
3877. Rockwall city, Texas *
3878. Rockwall County, Texas *
3879. Rosenberg city, Texas *
3880. Round Rock city, Texas *
3881. Rowlett city, Texas *
3882. Rusk County, Texas *
3883. San Angelo city, Texas *
3884. San Antonio city, Texas *
3885. San Juan city, Texas *

3886. San Marcos city, Texas *
3887. San Patricio County, Texas *
3888. Schertz city, Texas *
3889. Sherman city, Texas *
3890. Smith County, Texas *
3891. Socorro city, Texas *
3892. Southlake city, Texas *
3893. Starr County, Texas *
3894. Sugar Land city, Texas *
3895. Tarrant County, Texas *
3896. Taylor County, Texas *
3897. Temple city, Texas *
3898. Texarkana city, Texas *
3899. Texas City city, Texas *
3900. The Colony city, Texas *
3901. Titus County, Texas *
3902. Tom Green County, Texas *
3903. Travis County, Texas *
3904. Tyler city, Texas *
3905. Upshur County, Texas *
3906. Val Verde County, Texas *
3907. Van Zandt County, Texas *
3908. Victoria city, Texas *
3909. Victoria County, Texas *
3910. Waco city, Texas *
3911. Walker County, Texas *
3912. Waller County, Texas *
3913. Washington County, Texas *
3914. Waxahachie city, Texas *
3915. Weatherford city, Texas *
3916. Webb County, Texas *
3917. Weslaco city, Texas *
3918. Wharton County, Texas *
3919. Wichita County, Texas *
3920. Wichita Falls city, Texas *
3921. Williamson County, Texas *
3922. Wilson County, Texas *
3923. Wise County, Texas *
3924. Wood County, Texas *
3925. Wylie city, Texas *
3926. Addison town, Texas
3927. Alamo city, Texas
3928. Alice city, Texas
3929. Alton city, Texas
3930. Alvin city, Texas
3931. Andrews city, Texas
3932. Andrews County, Texas
3933. Angleton city, Texas
3934. Anna city, Texas
3935. Aransas County, Texas
3936. Athens city, Texas
3937. Azle city, Texas
3938. Balch Springs city, Texas
3939. Bandera County, Texas
3940. Bay City city, Texas
3941. Beeville city, Texas
3942. Bellaire city, Texas
3943. Bellmead city, Texas
3944. Belton city, Texas
3945. Benbrook city, Texas
3946. Big Spring city, Texas
3947. Blanco County, Texas
3948. Boerne city, Texas
3949. Bonham city, Texas
3950. Borger city, Texas
3951. Bosque County, Texas
3952. Brenham city, Texas
3953. Brownwood city, Texas
3954. Buda city, Texas
3955. Burkburnett city, Texas
3956. Burleson County, Texas
3957. Calhoun County, Texas
3958. Callahan County, Texas
3959. Camp County, Texas
3960. Canyon city, Texas
3961. Celina city, Texas
3962. Clay County, Texas
3963. Clute city, Texas
3964. Colleyville city, Texas
3965. Colorado County, Texas
3966. Comanche County, Texas
3967. Converse city, Texas
3968. Corinth city, Texas
3969. Corsicana city, Texas
3970. Crowley city, Texas
3971. Dawson County, Texas
3972. Deaf Smith County, Texas
3973. Denison city, Texas
3974. DeWitt County, Texas
3975. Dickinson city, Texas
3976. Dimmit County, Texas
3977. Donna city, Texas
3978. Dumas city, Texas
3979. Duval County, Texas
3980. Eagle Pass city, Texas
3981. Eastland County, Texas
3982. El Campo city, Texas
3983. Elgin city, Texas
3984. Ennis city, Texas
3985. Fair Oaks Ranch city, Texas
3986. Falls County, Texas
3987. Fate city, Texas
3988. Fayette County, Texas
3989. Forest Hill city, Texas
3990. Forney city, Texas
3991. Franklin County, Texas
3992. Fredericksburg city, Texas
3993. Freeport city, Texas
3994. Freestone County, Texas
3995. Frio County, Texas
3996. Fulshear city, Texas
3997. Gaines County, Texas

3998. Gainesville city, Texas
3999. Galena Park city, Texas
4000. Gatesville city, Texas
4001. Gillespie County, Texas
4002. Glenn Heights city, Texas
4003. Gonzales County, Texas
4004. Granbury city, Texas
4005. Gray County, Texas
4006. Greenville city, Texas
4007. Grimes County, Texas
4008. Groves city, Texas
4009. Henderson city, Texas
4010. Hereford city, Texas
4011. Hewitt city, Texas
4012. Hidalgo city, Texas
4013. Highland Village city, Texas
4014. Hockley County, Texas
4015. Horizon City city, Texas
4016. Houston County, Texas
4017. Humble city, Texas
4018. Hutchinson County, Texas
4019. Hutto city, Texas
4020. Ingleside city, Texas
4021. Jacinto City city, Texas
4022. Jackson County, Texas
4023. Jacksonville city, Texas
4024. Jones County, Texas
4025. Karnes County, Texas
4026. Katy city, Texas
4027. Kerrville city, Texas
4028. Kilgore city, Texas
4029. Kingsville city, Texas
4030. La Marque city, Texas
4031. Lake Jackson city, Texas
4032. Lakeway city, Texas
4033. Lamb County, Texas
4034. Lampasas County, Texas
4035. Lavaca County, Texas
4036. Lee County, Texas
4037. Leon County, Texas
4038. Leon Valley city, Texas
4039. Levelland city, Texas
4040. Limestone County, Texas
4041. Live Oak city, Texas
4042. Live Oak County, Texas
4043. Llano County, Texas
4044. Lockhart city, Texas
4045. Lumberton city, Texas
4046. Madison County, Texas
4047. Manor city, Texas
4048. Manvel city, Texas
4049. Marshall city, Texas
4050. Melissa city, Texas
4051. Mercedes city, Texas
4052. Milam County, Texas
4053. Mineral Wells city, Texas
4054. Montague County, Texas
4055. Moore County, Texas
4056. Morris County, Texas
4057. Mount Pleasant city, Texas
4058. Murphy city, Texas
4059. Nederland city, Texas
4060. Newton County, Texas
4061. Nolan County, Texas
4062. Orange city, Texas
4063. Palestine city, Texas
4064. Palo Pinto County, Texas
4065. Pampa city, Texas
4066. Panola County, Texas
4067. Paris city, Texas
4068. Pearsall city, Texas
4069. Pecos city, Texas
4070. Pecos County, Texas
4071. Plainview city, Texas
4072. Pleasanton city, Texas
4073. Port Lavaca city, Texas
4074. Port Neches city, Texas
4075. Portland city, Texas
4076. Princeton city, Texas
4077. Prosper town, Texas
4078. Rains County, Texas
4079. Raymondville city, Texas
4080. Red Oak city, Texas
4081. Red River County, Texas
4082. Reeves County, Texas
4083. Richmond city, Texas
4084. Rio Grande City city, Texas
4085. Robertson County, Texas
4086. Robinson city, Texas
4087. Robstown city, Texas
4088. Rockport city, Texas
4089. Roma city, Texas
4090. Royse City city, Texas
4091. Runnels County, Texas
4092. Sabine County, Texas
4093. Sachse city, Texas
4094. Saginaw city, Texas
4095. San Benito city, Texas
4096. San Jacinto County, Texas
4097. Santa Fe city, Texas
4098. Scurry County, Texas
4099. Seabrook city, Texas
4100. Seagoville city, Texas
4101. Seguin city, Texas
4102. Selma city, Texas
4103. Shelby County, Texas
4104. Snyder city, Texas
4105. South Houston city, Texas
4106. Stafford city, Texas
4107. Stephenville city, Texas
4108. Sulphur Springs city, Texas
4109. Sweetwater city, Texas

4110. Taylor city, Texas
4111. Terrell city, Texas
4112. Terry County, Texas
4113. Tomball city, Texas
4114. Trinity County, Texas
4115. Trophy Club town, Texas
4116. Tyler County, Texas
4117. Universal City city, Texas
4118. University Park city, Texas
4119. Uvalde city, Texas
4120. Uvalde County, Texas
4121. Vernon city, Texas
4122. Vidor city, Texas
4123. Ward County, Texas
4124. Watauga city, Texas
4125. Webster city, Texas
4126. West University Place city, Texas
4127. White Settlement city, Texas
4128. Wilbarger County, Texas
4129. Willacy County, Texas
4130. Young County, Texas
4131. Zapata County, Texas
4132. Zavala County, Texas
4133. American Fork city, Utah *
4134. Bountiful city, Utah *
4135. Box Elder County, Utah *
4136. Cache County, Utah *
4137. Cedar City city, Utah *
4138. Clearfield city, Utah *
4139. Cottonwood Heights city, Utah *
4140. Davis County, Utah *
4141. Draper city, Utah *
4142. Eagle Mountain city, Utah *
4143. Herriman city, Utah *
4144. Holladay city, Utah *
4145. Iron County, Utah *
4146. Kaysville city, Utah *
4147. Kearns metro township, Utah *
4148. Layton city, Utah *
4149. Lehi city, Utah *
4150. Logan city, Utah *
4151. Midvale city, Utah *
4152. Millcreek city, Utah *
4153. Murray city, Utah *
4154. Ogden city, Utah *
4155. Orem city, Utah *
4156. Pleasant Grove city, Utah *
4157. Provo city, Utah *
4158. Riverton city, Utah *
4159. Roy city, Utah *
4160. Salt Lake City city, Utah *
4161. Salt Lake County, Utah *
4162. Sandy city, Utah *
4163. Sanpete County, Utah *
4164. Saratoga Springs city, Utah *
4165. South Jordan city, Utah *
4166. Spanish Fork city, Utah *
4167. Springville city, Utah *
4168. St. George city, Utah *
4169. Summit County, Utah *
4170. Syracuse city, Utah *
4171. Taylorsville city, Utah *
4172. Tooele city, Utah *
4173. Tooele County, Utah *
4174. Uintah County, Utah *
4175. Utah County, Utah *
4176. Wasatch County, Utah *
4177. Washington County, Utah *
4178. Weber County, Utah *
4179. West Jordan city, Utah *
4180. West Valley City city, Utah *
4181. Alpine city, Utah
4182. Bluffdale city, Utah
4183. Brigham City city, Utah
4184. Carbon County, Utah
4185. Cedar Hills city, Utah
4186. Centerville city, Utah
4187. Clinton city, Utah
4188. Duchesne County, Utah
4189. Emery County, Utah
4190. Farmington city, Utah
4191. Grantsville city, Utah
4192. Heber city, Utah
4193. Highland city, Utah
4194. Hurricane city, Utah
4195. Juab County, Utah
4196. Lindon city, Utah
4197. Magna metro township, Utah
4198. Mapleton city, Utah
4199. Millard County, Utah
4200. Morgan County, Utah
4201. North Logan city, Utah
4202. North Ogden city, Utah
4203. North Salt Lake city, Utah
4204. Payson city, Utah
4205. Pleasant View city, Utah
4206. San Juan County, Utah
4207. Santaquin city, Utah
4208. Sevier County, Utah
4209. Smithfield city, Utah
4210. South Ogden city, Utah
4211. South Salt Lake city, Utah
4212. Vernal city, Utah
4213. Vineyard town, Utah
4214. Washington city, Utah
4215. West Haven city, Utah
4216. West Point city, Utah
4217. Woods Cross city, Utah
4218. Addison County, Vermont *
4219. Bennington County, Vermont *
4220. Burlington city, Vermont *
4221. Chittenden County, Vermont *

4222. Franklin County, Vermont *
4223. Rutland County, Vermont *
4224. Washington County, Vermont *
4225. Windham County, Vermont *
4226. Windsor County, Vermont *
4227. Bennington town, Vermont
4228. Brattleboro town, Vermont
4229. Caledonia County, Vermont
4230. Colchester town, Vermont
4231. Essex Junction village, Vermont
4232. Essex town, Vermont
4233. Lamoille County, Vermont
4234. Milton town, Vermont
4235. Orange County, Vermont
4236. Orleans County, Vermont
4237. Rutland city, Vermont
4238. South Burlington city, Vermont
4239. Williston town, Vermont
4240. Accomack County, Virginia *
4241. Albemarle County, Virginia *
4242. Alexandria city, Virginia *
4243. Amherst County, Virginia *
4244. Arlington County, Virginia *
4245. Augusta County, Virginia *
4246. Bedford County, Virginia *
4247. Blacksburg town, Virginia *
4248. Botetourt County, Virginia *
4249. Campbell County, Virginia *
4250. Caroline County, Virginia *
4251. Charlottesville city, Virginia *
4252. Chesapeake city, Virginia *
4253. Chesterfield County, Virginia *
4254. Culpeper County, Virginia *
4255. Danville city, Virginia *
4256. Fairfax County, Virginia *
4257. Fauquier County, Virginia *
4258. Franklin County, Virginia *
4259. Frederick County, Virginia *
4260. Gloucester County, Virginia *
4261. Halifax County, Virginia *
4262. Hampton city, Virginia *
4263. Hanover County, Virginia *
4264. Harrisonburg city, Virginia *
4265. Henrico County, Virginia *
4266. Henry County, Virginia *
4267. Isle of Wight County, Virginia *
4268. James City County, Virginia *
4269. Leesburg town, Virginia *
4270. Loudoun County, Virginia *
4271. Louisa County, Virginia *
4272. Lynchburg city, Virginia *
4273. Manassas city, Virginia *
4274. Mecklenburg County, Virginia *
4275. Montgomery County, Virginia *
4276. Newport News city, Virginia *
4277. Norfolk city, Virginia *
4278. Orange County, Virginia *
4279. Petersburg city, Virginia *
4280. Pittsylvania County, Virginia *
4281. Portsmouth city, Virginia *
4282. Prince George County, Virginia *
4283. Prince William County, Virginia *
4284. Pulaski County, Virginia *
4285. Richmond city, Virginia *
4286. Roanoke city, Virginia *
4287. Roanoke County, Virginia *
4288. Rockingham County, Virginia *
4289. Shenandoah County, Virginia *
4290. Smyth County, Virginia *
4291. Spotsylvania County, Virginia *
4292. Stafford County, Virginia *
4293. Suffolk city, Virginia *
4294. Tazewell County, Virginia *
4295. Virginia Beach city, Virginia *
4296. Warren County, Virginia *
4297. Washington County, Virginia *
4298. Wise County, Virginia *
4299. York County, Virginia *
4300. Alleghany County, Virginia
4301. Amelia County, Virginia
4302. Appomattox County, Virginia
4303. Bristol city, Virginia
4304. Brunswick County, Virginia
4305. Buchanan County, Virginia
4306. Buckingham County, Virginia
4307. Carroll County, Virginia
4308. Charlotte County, Virginia
4309. Christiansburg town, Virginia
4310. Clarke County, Virginia
4311. Colonial Heights city, Virginia
4312. Culpeper town, Virginia
4313. Dickenson County, Virginia
4314. Dinwiddie County, Virginia
4315. Essex County, Virginia
4316. Fairfax city, Virginia
4317. Falls Church city, Virginia
4318. Floyd County, Virginia
4319. Fluvanna County, Virginia
4320. Fredericksburg city, Virginia
4321. Front Royal town, Virginia
4322. Giles County, Virginia
4323. Goochland County, Virginia
4324. Grayson County, Virginia
4325. Greene County, Virginia
4326. Greensville County, Virginia
4327. Herndon town, Virginia
4328. Hopewell city, Virginia
4329. King George County, Virginia
4330. King William County, Virginia
4331. Lancaster County, Virginia
4332. Lee County, Virginia
4333. Lunenburg County, Virginia

4334. Madison County, Virginia
4335. Manassas Park city, Virginia
4336. Martinsville city, Virginia
4337. Middlesex County, Virginia
4338. Nelson County, Virginia
4339. New Kent County, Virginia
4340. Northampton County, Virginia
4341. Northumberland County, Virginia
4342. Nottoway County, Virginia
4343. Page County, Virginia
4344. Patrick County, Virginia
4345. Poquoson city, Virginia
4346. Powhatan County, Virginia
4347. Prince Edward County, Virginia
4348. Purcellville town, Virginia
4349. Radford city, Virginia
4350. Rockbridge County, Virginia
4351. Russell County, Virginia
4352. Salem city, Virginia
4353. Scott County, Virginia
4354. Southampton County, Virginia
4355. Staunton city, Virginia
4356. Sussex County, Virginia
4357. Vienna town, Virginia
4358. Warrenton town, Virginia
4359. Waynesboro city, Virginia
4360. Westmoreland County, Virginia
4361. Williamsburg city, Virginia
4362. Winchester city, Virginia
4363. Wythe County, Virginia
4364. Appleton city, Wisconsin *
4365. Barron County, Wisconsin *
4366. Beloit city, Wisconsin *
4367. Brookfield city, Wisconsin *
4368. Brown County, Wisconsin *
4369. Calumet County, Wisconsin *
4370. Chippewa County, Wisconsin *
4371. Clark County, Wisconsin *
4372. Columbia County, Wisconsin *
4373. Dane County, Wisconsin *
4374. Dodge County, Wisconsin *
4375. Douglas County, Wisconsin *
4376. Dunn County, Wisconsin *
4377. Eau Claire city, Wisconsin *
4378. Eau Claire County, Wisconsin *
4379. Fitchburg city, Wisconsin *
4380. Fond du Lac city, Wisconsin *
4381. Fond du Lac County, Wisconsin *
4382. Franklin city, Wisconsin *
4383. Grant County, Wisconsin *
4384. Green Bay city, Wisconsin *
4385. Green County, Wisconsin *
4386. Greenfield city, Wisconsin *
4387. Janesville city, Wisconsin *
4388. Jefferson County, Wisconsin *
4389. Kenosha city, Wisconsin *
4390. Kenosha County, Wisconsin *
4391. La Crosse city, Wisconsin *
4392. La Crosse County, Wisconsin *
4393. Madison city, Wisconsin *
4394. Manitowoc city, Wisconsin *
4395. Manitowoc County, Wisconsin *
4396. Marathon County, Wisconsin *
4397. Marinette County, Wisconsin *
4398. Menomonee Falls village, Wisconsin *
4399. Milwaukee city, Wisconsin *
4400. Milwaukee County, Wisconsin *
4401. Monroe County, Wisconsin *
4402. New Berlin city, Wisconsin *
4403. Oak Creek city, Wisconsin *
4404. Oconto County, Wisconsin *
4405. Oneida County, Wisconsin *
4406. Oshkosh city, Wisconsin *
4407. Outagamie County, Wisconsin *
4408. Ozaukee County, Wisconsin *
4409. Pierce County, Wisconsin *
4410. Polk County, Wisconsin *
4411. Portage County, Wisconsin *
4412. Racine city, Wisconsin *
4413. Racine County, Wisconsin *
4414. Rock County, Wisconsin *
4415. Sauk County, Wisconsin *
4416. Shawano County, Wisconsin *
4417. Sheboygan city, Wisconsin *
4418. Sheboygan County, Wisconsin *
4419. St. Croix County, Wisconsin *
4420. Sun Prairie city, Wisconsin *
4421. Vernon County, Wisconsin *
4422. Walworth County, Wisconsin *
4423. Washington County, Wisconsin *
4424. Waukesha city, Wisconsin *
4425. Waukesha County, Wisconsin *
4426. Waupaca County, Wisconsin *
4427. Wausau city, Wisconsin *
4428. Wauwatosa city, Wisconsin *
4429. West Allis city, Wisconsin *
4430. West Bend city, Wisconsin *
4431. Winnebago County, Wisconsin *
4432. Wood County, Wisconsin *
4433. Adams County, Wisconsin
4434. Allouez village, Wisconsin
4435. Ashland County, Wisconsin
4436. Ashwaubenon village, Wisconsin
4437. Baraboo city, Wisconsin
4438. Bayfield County, Wisconsin
4439. Beaver Dam city, Wisconsin
4440. Bellevue village, Wisconsin
4441. Brown Deer village, Wisconsin
4442. Buffalo County, Wisconsin
4443. Burlington city, Wisconsin
4444. Burnett County, Wisconsin
4445. Caledonia village, Wisconsin

4446. Cedarburg city, Wisconsin
4447. Chippewa Falls city, Wisconsin
4448. Crawford County, Wisconsin
4449. Cudahy city, Wisconsin
4450. De Pere city, Wisconsin
4451. DeForest village, Wisconsin
4452. Door County, Wisconsin
4453. Elkhorn city, Wisconsin
4454. Fort Atkinson city, Wisconsin
4455. Fox Crossing village, Wisconsin
4456. Germantown village, Wisconsin
4457. Glendale city, Wisconsin
4458. Grafton village, Wisconsin
4459. Grand Chute town, Wisconsin
4460. Green Lake County, Wisconsin
4461. Greendale village, Wisconsin
4462. Greenville town, Wisconsin
4463. Harrison village, Wisconsin
4464. Hartford city, Wisconsin
4465. Hobart village, Wisconsin
4466. Holmen village, Wisconsin
4467. Howard village, Wisconsin
4468. Hudson city, Wisconsin
4469. Iowa County, Wisconsin
4470. Jackson County, Wisconsin
4471. Juneau County, Wisconsin
4472. Kaukauna city, Wisconsin
4473. Kewaunee County, Wisconsin
4474. Lafayette County, Wisconsin
4475. Langlade County, Wisconsin
4476. Lincoln County, Wisconsin
4477. Lisbon town, Wisconsin
4478. Little Chute village, Wisconsin
4479. Marinette city, Wisconsin
4480. Marquette County, Wisconsin
4481. Marshfield city, Wisconsin
4482. Menasha city, Wisconsin
4483. Menomonie city, Wisconsin
4484. Mequon city, Wisconsin
4485. Middleton city, Wisconsin
4486. Monroe city, Wisconsin
4487. Mount Pleasant village, Wisconsin
4488. Muskego city, Wisconsin
4489. Neenah city, Wisconsin
4490. Oconomowoc city, Wisconsin
4491. Onalaska city, Wisconsin
4492. Oregon village, Wisconsin
4493. Pewaukee city, Wisconsin
4494. Platteville city, Wisconsin
4495. Pleasant Prairie village, Wisconsin
4496. Plover village, Wisconsin
4497. Port Washington city, Wisconsin
4498. Portage city, Wisconsin
4499. Price County, Wisconsin
4500. Richfield village, Wisconsin
4501. Richland County, Wisconsin
4502. River Falls city, Wisconsin
4503. Rusk County, Wisconsin
4504. Salem Lakes village, Wisconsin
4505. Sawyer County, Wisconsin
4506. Shorewood village, Wisconsin
4507. South Milwaukee city, Wisconsin
4508. Stevens Point city, Wisconsin
4509. Stoughton city, Wisconsin
4510. Suamico village, Wisconsin
4511. Superior city, Wisconsin
4512. Sussex village, Wisconsin
4513. Taylor County, Wisconsin
4514. Trempealeau County, Wisconsin
4515. Two Rivers city, Wisconsin
4516. Verona city, Wisconsin
4517. Vilas County, Wisconsin
4518. Washburn County, Wisconsin
4519. Watertown city, Wisconsin
4520. Waunakee village, Wisconsin
4521. Waupun city, Wisconsin
4522. Waushara County, Wisconsin
4523. Weston village, Wisconsin
4524. Whitefish Bay village, Wisconsin
4525. Whitewater city, Wisconsin
4526. Wisconsin Rapids city, Wisconsin
4527. Albany County, Wyoming *
4528. Campbell County, Wyoming *
4529. Casper city, Wyoming *
4530. Cheyenne city, Wyoming *
4531. Fremont County, Wyoming *
4532. Gillette city, Wyoming *
4533. Laramie city, Wyoming *
4534. Laramie County, Wyoming *
4535. Natrona County, Wyoming *
4536. Sheridan County, Wyoming *
4537. Sweetwater County, Wyoming *
4538. Big Horn County, Wyoming
4539. Carbon County, Wyoming
4540. Converse County, Wyoming
4541. Evanston city, Wyoming
4542. Goshen County, Wyoming
4543. Green River city, Wyoming
4544. Jackson town, Wyoming
4545. Lincoln County, Wyoming
4546. Park County, Wyoming
4547. Riverton city, Wyoming
4548. Rock Springs city, Wyoming
4549. Sheridan city, Wyoming
4550. Teton County, Wyoming
4551. Uinta County, Wyoming

Exhibit J Albertsons' Subsidiaries, Affiliates, and Joint Ventures
0984093 B.C. Unlimited Liability Company (British Columbia)
0984354 B.C. Unlimited Liability Company (formerly Canada Safeway Liquor Stores ULC) (British Columbia)
0984470 B.C. Unlimited Liability Company (formerly Safeway Ontario Finance ULC) (British Columbia)
14 North Main Street LLC (MA)
18 NMS LLC (MA)
360 Chauncy Street Realty Trust (MA)
675 Randolph Realty Trust (MA)
AB Acquisition LLC (DE)
AB Management Services Corp. (DE)
ABS CA-GL LLC (DE)
ABS CA-O DC1 LLC (DE)
ABS CA-O DC2 LLC (DE)
ABS CA-O LLC (DE)
ABS DFW Investor LLC (DE)
ABS DFW Lease Investor LLC (DE)
ABS Finance Co., Inc. (DE)
ABS FLA Investor LLC (DE)
ABS FLA Lease Investor LLC (DE)
ABS FLA Lease Owner LLC (DE)
ABS ID-GL LLC (DE)
ABS ID-O DC LLC (DE)
ABS ID-O LLC (DE)
ABS Insurance LTD. Bermuda
ABS Mezzanine I LLC (DE)
ABS Mezzanine III LLC (DE)
ABS MT-GL LLC (DE)
ABS MT-O LLC (DE)
ABS NV-GL LLC (DE)
ABS NV-O LLC (DE)
ABS OR-GL LLC (DE)
ABS OR-O DC LLC (DE)
ABS OR-O LLC (DE)
ABS Procurement CO. Grand Cayman
ABS Real Estate Company LLC (DE)
ABS Real Estate Holdings LLC (DE)
ABS Real Estate Investor Holdings LLC (DE)
ABS Real Estate Owner Holdings LLC (DE)
ABS RM Investor LLC (DE)
ABS RM Lease Investor LLC (DE)
ABS Surplus-O LLC (DE)
ABS SW Investor LLC (DE)
ABS SW Lease Investor LLC (DE)
ABS TX Investor LP (TX)
ABS UT-GL LLC (DE)

ABS UT-O DC LLC (DE)
ABS UT-O LLC (DE)
ABS WA-GL LLC (DE)
ABS WA-O LLC (DE)
ABS WY-GL LLC (DE)
ABS WY-O LLC (DE)
ACI Real Estate Company LLC (DE)
ACI Real Estate Holding I Company LLC (DE)
ACI Real Estate Holding II Company LLC (DE)
ACI Real Estate SPE 102, LLC (DE)
ACI Real Estate SPE 103, LLC (DE)
ACI Real Estate SPE 106, LLC (DE)
ACI Real Estate SPE 109, LLC (DE)
ACI Real Estate SPE 110, LLC (DE)
ACI Real Estate SPE 112, LLC (DE)
ACI Real Estate SPE 118, LLC (DE)
ACI Real Estate SPE 119, LLC (DE)
ACI Real Estate SPE 120, LLC (DE)
ACI Real Estate SPE 121, LLC (DE)
ACI Real Estate SPE 122, LLC (DE)
ACI Real Estate SPE 123, LLC (DE)
ACI Real Estate SPE 126, LLC (DE)
ACI Real Estate SPE 127, LLC (DE)
ACI Real Estate SPE 132, LLC (DE)
ACI Real Estate SPE 134, LLC (DE)
ACI Real Estate SPE 135, LLC (DE)
ACI Real Estate SPE 136, LLC (DE)
ACI Real Estate SPE 137, LLC (DE)
ACI Real Estate SPE 143, LLC (DE)
ACI Real Estate SPE 147, LLC (DE)
ACI Real Estate SPE 148, LLC (DE)
ACI Real Estate SPE 153, LLC (DE)
ACI Real Estate SPE 154, LLC (DE)
ACI Real Estate SPE 155, LLC (DE)
ACI Real Estate SPE 157, LLC (DE)
ACI Real Estate SPE 158, LLC (DE)
ACI Real Estate SPE 159, LLC (DE)
ACI Real Estate SPE 160, LLC (DE)
ACI Real Estate SPE 161, LLC (DE)
Acme Markets, Inc. (DE)
Adrian Realty Trust (MA)
Advantage Stores, INC. (CA)
Albertson’s Holdings LLC (DE)
Albertson’s Stores Sub Holdings LLC (DE)
Albertson’s Stores Sub LLC (DE)
Albertson’s, Inc. (DE)

Albertsons Assist, INC. (ID)
Albertsons Companies Specialty Care, LLC (DE)
Albertsons Companies, LLC (DE)
Albertsons Global Holdings LLC (DE)
Albertsons Health, LLC (DE)
Albertsons Innovation and Development Centre (India)
Albertson's Liquors, Inc. (WY)
Albertson's LLC (DE)
Albertson's Realty, INC. (ID)
Albertsons Safeway LLC (DE)
Albertsons Stores Charitable Foundation, INC. (ID)
American Drug Stores LLC (DE)
American Drug Stores, INC. (IL)
American Food and Drug LLC (DE)
American Partners, L.P. (IN)
American Procurement and Logistics Company LLC (DE)
American Stores Charitable Foundation (UT)
American Stores Company, LLC (DE)
American Stores Properties LLC (DE)
American Stores Properties, INC. – One (DE)
American Stores Properties, INC. (DE)
American Stores Realty Company, LLC (DE)
AOL Express, Inc. (AK)
APLC Procurement, Inc. (UT)
APR Forwarders, Inc. (AK)
ARLES, LLC (NH)
ASC Media Services, Inc. (UT)
ASC Pharmacy, INC. (DE)
ASP NoCal Lease Owner LLC (DE)
ASP Realty, LLC (DE)
ASP SW Investor LLC (DE)
Association of Unit Owners Safeway Beretania (HI)
Avia Partners, Inc. (DE)
Beryl American Corporation (VT)
Better Living Brands LLC (DE)
Blackhawk Developments, Inc.
Blackhawk Marketing, LLC
Blackhawk Properties, Inc.
Border Street Realty Trust (MA)
Boulder Investco LLC (DE)
BP Realty, LLC (MA)
Bristol Farms (CA)
Brockton Corporation (VT)
CAL-PHARM, INC. (CA)
Cambridge Charter Realty I LLC (MA)
Carr-Gottstein Foods Co. (DE)

Casa Ley Services, Inc. (DE)
Cayam Energy, LLC (DE)
CH Project LLC (MA)
Clifford W. Perham, Inc. (ME)
Collington Services LLC (DE)
Consolidated Procurement Services, Inc. (DE)
CSL IT Services ULC (formerly Canada Safeway Limited) (British Columbia)
Dartmouth Charter LLC (MA)
DineInFresh, LLC (DE)
Divario Ventures LLC (DE)
Dominick’s Finer Foods, Inc. of Illinois (IL)
Dominick’s Finer Foods, LLC (DE)
Dominick’s Supermarkets, LLC (DE)
Dominick's Supermarkets, Inc.
East Hampton Realty, LLC (MA)
East High Street LLC (MA)
Eating Right LLC (DE)
Eureka Development LLC (WA)
Eureka Land Management LLC: (WA)
Extreme INC. (DE)
Extreme LLC (DE)
Food Basket (CA)
Fresh Holdings LLC (DE)
Fresh Holdings, INC. (DE)
Galway Realty Trust (MA)
Genuardi's Family Markets LP (DE)
GFM Holdings I, Inc. (DE)
GFM Holdings LLC (DE)
Giant of Salisbury, Inc. (MD)
Goldstar Partners, LLC (The) (MA)
Good Spirits LLC (TX)
Good Spirits, INC. (TX)
Gorham Markets, LLC (NH)
Gretna Properties, INC. (LA)
GroceryWorks.com Operating Company, LLC (DE)
GroceryWorks.com, LLC (DE)
Hayward Street Investment Trust: (MA)
Health 'N' Home Corporation (DE)
Hodisco, INC. (TX)
Hooksett Project, LLC (MA)
Hooksett Realty SSI LLC (MA)
Ink Holdings, LLC (DE)
JA Procurement LLC (DE)
Jetco Properties, Inc. (DE)
Jewel Companies, Inc. (DE)
Jewel Companies, INC., A 1985 Delaware Corporation (DE)

Jewel Food Stores, INC. (NY)
Jewel Food Stores, Inc. (OH)
Jewel Osco Southwest, INC. (IL)
Jim Dandy Markets (CA)
Joah, INC. (DE)
K&J Realty Trust (MA)
Kasco Automotive Products (CA)
Keene Realty Trust (NH)
Kohl's of Bloomingdale, Inc.
Lazy Acres Market INC. (CA)
Lehua Insurance Company, Inc. (HI)
Limited (Macau)
LRT Realty Trust (MA)
LS Holdings, INC. (DE)
Lucerne Dairy Products LLC (DE)
Lucerne Foods, Inc. (DE)
Lucerne North America LLC (DE)
Lucky Stores LLC (OH)
Lucky Stores Properties, INC. (DE)
Lucky Stores, INC. (DE) (DE)
Lucky Stores, INC. (FL) (FL)
Lucky Stores, INC. (NV) (NV)
Malin Acquisitions, LLC (DE)
Meadowlane, INC. (MA)
Mealime Meal Plans ULC (British Columbia)
Medcart Specialty Care, LLC (DE)
MFC-LIVONIA Properties, INC. (DE)
Michael's Realty Trust (MA)
Michaels Realty Trust New Aloha Corporation (DE)
Milford Insurance Brokerage Services, Inc. (DE)
Milford Insurance Ltd. (Bermuda)
NAI Holdings GP LLC (DE)
NAI Saturn Eastern LLC (DE)
New Albertson’s, Inc. (OH)
New Albertsons L.P. (DE)
New Bristol Farms, INC. (DE)
New Diamond Sub, INC. (DE)
Newco Investments, LLC (DE)
NHI Investment Partners, LP (DE)
NHI Spirits, LLC (TX)
NMS Realty, LLC (MA)
NP Realty LLC (NY)
O Organics LLC (DE)
O Organics LLC (DE)
Oakbrook Beverage Centers, INC. (IL)
Oakland Property Brokerage Inc. (DE)

ORDISCO, INC. (CA)
Osco Drug Of Massachusetts, INC. (MA)
Osco Drug Of Texas, INC. (DE)
Pak 'N Save, Inc. (CA)
PDC I, Inc. (DE)
Philtech Inc. (Philippines)
Point Fosdick Square LLC (WA)
PP Realty LLC (MA)
Private Limited (India)
Property Development Centers LLC (DE)
Randall’s Beverage Company, Inc. (TX)
Randall’s Food & Drugs LP (DE)
Randall’s Holdings, Inc. (DE)
Randall’s Investments, Inc. (DE)
Randall’s Management Company, Inc. (DE)
Randall's Finance Company, Inc. (DE)
Randall's Food Markets, Inc., (DE)
Safelease, Inc. (DE)
Safeway #0638 Exchange, LLC (OR)
Safeway Australia Holdings, Inc. (DE)
Safeway Canada Holdings, Inc. (DE)
Safeway Corporate, Inc. (DE)
Safeway Dallas, Inc. (DE)
Safeway Denver, Inc. (DE)
Safeway Gift Cards, LLC (AZ)
Safeway Global Sourcing (Macao Commercial Offshore)
Safeway Global Sourcing Holdings Ltd. (BVI)
Safeway Global Sourcing Limited (Hong Kong)
Safeway Health Inc. (DE)
Safeway Holdings I, Inc.
Safeway Holdings I, LLC (DE)
Safeway Holdings I, LLC (DE)
Safeway Inc. (DE)
Safeway Leasing, Inc. (DE)
Safeway Liquor Stores, Inc.
Safeway New Canada, Inc. (DE)
Safeway of Western Nebraska, Inc.
Safeway Philtech Holdings, Inc. (DE)
Safeway Philtech Inc. (Philippines)
Safeway Realty LLC (DE)
Safeway Richmond, Inc. (DE)
Safeway Select Gift Source, Inc. (DE)
Safeway Southern California LLC (DE)
Safeway Southern California, Inc. (DE)
Safeway Stores 18, Inc. (DE)
Safeway Stores 26, Inc. (DE)

Safeway Stores 28, Inc.
Safeway Stores 28, Inc. (DE)
Safeway Stores 31, Inc. (DE)
Safeway Stores 42, Inc. (DE)
Safeway Stores 43, Inc. (DE)
Safeway Stores 44, Inc. (DE)
Safeway Stores 45, Inc. (DE)
Safeway Stores 46, Inc. (DE)
Safeway Stores 47, Inc. (DE)
Safeway Stores 48, Inc. (DE)
Safeway Stores 49, Inc. (DE)
Safeway Stores 50, Inc. (DE)
Safeway Stores 58, Inc. (DE)
Safeway Stores 59, Inc.
Safeway Stores 64, Inc.
Safeway Stores 67, Inc. (DE)
Safeway Stores 68, Inc. (DE)
Safeway Stores 69, Inc. (DE)
Safeway Stores 70, Inc. (DE)
Safeway Stores 71, Inc. (DE)
Safeway Stores 72, Inc. (DE)
Safeway Stores 73, Inc. (DE)
Safeway Stores 74, Inc. (DE)
Safeway Stores 75, Inc. (DE)
Safeway Stores 76, Inc. (DE)
Safeway Stores 77, Inc. (DE)
Safeway Stores 78, Inc. (DE)
Safeway Stores 79, Inc. (DE)
Safeway Stores 80, Inc. (DE)
Safeway Stores 82, Inc. (DE)
Safeway Stores 85, Inc. (DE)
Safeway Stores 86, Inc. (DE)
Safeway Stores 87, Inc. (DE)
Safeway Stores 88, Inc. (DE)
Safeway Stores 89, Inc. (DE)
Safeway Stores 90, Inc. (DE)
Safeway Stores 91, Inc. (DE)
Safeway Stores 92, Inc. (DE)
Safeway Stores 96, Inc. (DE)
Safeway Stores 97, Inc. (DE)
Safeway Stores 98, Inc. (DE)
Safeway Stores 99, Inc. (DE)
Safeway Stores, Incorporated
Safeway Supply, Inc. (DE)
Safeway Trucking, Inc. (DE)
Save-It Discount Foods Corporation

Sav-On Realty, INC. (DE)
Scolari's Stores, INC. (CA)
Seessel Holdings, INC. (TN)
Shaw Equipment Corporation (MA)
Shaw's North Attleboro CORP. (MA)
Shaw's Realty CO. (ME)
Shaw's Realty Trust (MA)
Shaw's Securities Corporation I (MA)
Shaw's Securities Corporation II (MA)
Shaw's Supermarkets, Inc. (MA)
Shortco, Inc. (TX)
SMC Rx, Inc.
Smitty's Super Markets, INC. (MO)
SNH Realty, LLC (MA)
Spirit Acquisition Holdings LLC (DE)
SRA Realty LLC (MA)
SRG, Inc. (DE)
SSI - AK Holdings, Inc. (DE)
SSM Holdings Company (DE)
Star Markets Company, Inc. (MA)
Star Markets Holdings, Inc. (MA)
Stoneridge Holdings, LLC (DE)
Strategic Global Sourcing, LLC (DE)
Sunrich Mercantile CORP. (CA)
Sunrich Mercantile LLC (CA)
Taylor Properties, Inc. (DE)
The Dominick's/Omni Foundation Dodi Hazelcrest, Inc.
The James A. Martin, IV Trust
The Matthew Jim Martin Trust
The Robert C. Martin Trust
The Ronald M. Kolozie Trust
The Safeway Foundation
The Vons Companies, Inc. (Ml)
U.S. Satellite Corporation (UT)
United Supermarkets, L.L.C. (TX)
Vons Food Services, Inc.
Vons REIT, Inc. (DE)
Vons Sherman Oaks, LLC (OR)
WHP Realty, LLC (CT)
Wildcat Acquisition Holdings LLC (DE)
Wildcat Markets Opco LLC (DE)
WP Properties, LLC (RI)

BANNERS
Albertsons
ACME

Andronico's Community Markets
Balducci's Food Lovers Market
Bristol Farms
Carrs
Dominick's
Genuardi's Family Markets
Grocery Warehouse
Haggen
Jewel
Jewel-Osco
Kings Food Markets
Lucky
Market Street
Max Foods
Osco Drugs
Pak N' Save
Pavilions
Randalls
Safeway
Sav-On Drugs
Seesel's
Shaw's
Star Market
Super Saver
Tom Thumb
United Supermarkets
Vons

EXHIBIT K

Subdivision Participation and Release Form

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated August 20, 2026 ("*Albertsons Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Albertsons Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Albertsons Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Albertsons Settlement and become a Participating Subdivision as provided therein.

2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at [website link to national settlement website to be provided].

3. The Governmental Entity agrees to the terms of the Albertsons Settlement pertaining to Participating Subdivisions as defined therein.

4. By agreeing to the terms of the Albertsons Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

5. The Governmental Entity agrees to use any monies it receives through the Albertsons Settlement solely for the purposes provided therein.

6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Albertsons Settlement. The Governmental Entity likewise agrees to arbitrate before the National

Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Albertsons Settlement.

7. The Governmental Entity has the right to enforce the Albertsons Settlement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Albertsons Settlement, including without limitation all provisions of Section X (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Albertsons Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Albertsons Settlement shall be a complete bar to any Released Claim.

9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Albertsons Settlement.

10. In connection with the releases provided for in the Albertsons Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

> **General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Albertsons Settlement.

11. Nothing herein is intended to modify in any way the terms of the Albertsons Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Albertsons Settlement in any respect, the Albertsons Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

Exhibit L

Settlement Fund Administrator Terms

[Exhibit to be inserted prior to Effective Date]

EXHIBIT M-1: PAYMENT SCHEDULE

Payment Year and Payment Date	Maximum Annual Fees Payment (See Exhibit M-3)	Maximum Annual Remediation Payment (See Exhibit M-2)	Annual Maximum
Year 1 April 30, 2026	$27,645,779.98	$104,610,266.26	$132,256,046.24
Year 2 March 31, 2027	$27,645,779.98	$104,610,266.25	$132,256,046.23
Year 3 March 31, 2028	$14,481,122.85	$54,795,853.75	$69,276,976.60
Year 4 March 31, 2029	$14,481,122.85	$54,795,853.75	$69,276,976.60
Year 5 March 31, 2030	$10,082,674.87	$59,194,301.73	$69,276,976.60
Year 6 March 31, 2031		$69,276,976.60	$69,276,976.60
Year 7 March 31, 2032		$69,276,976.60	$69,276,976.60
Year 8 March 31, 2033		$69,276,976.60	$69,276,976.60
Year 9 March 31, 2034		$69,276,976.60	$69,276,976.60
Total	**$94,336,480.53**	**$655,114,448.14**	**$749,450,928.67**

EXHIBIT M-2: MAXIMUM ANNUAL REMEDIATION PAYMENT SCHEDULE
(See Notes on next page)

Payment Year	Maximum Base Payments (38%)	Maximum Incentive Payment A (62%)	Maximum Incentive Payment BC (59%)	Maximum Incentive Payment D (10%)	Maximum Annual Remediation Payment
Year 1	$104,610,266.26	---	---	---	$104,610,266.26
Year 2	$27,427,106.80	$77,183,159.45	$77,183,159.45	---	$104,610,266.25
Year 3	$14,366,579.76	$40,429,273.99	$40,429,273.99	---	$54,795,853.75
Year 4	$14,366,579.76	$40,429,273.99	$40,429,273.99	---	$54,795,853.75
Year 5	$15,519,781.12	$43,674,520.61	$43,674,520.61	---	$59,194,301.73
Year 6	$18,163,294.15	$51,113,682.45	$46,200,324.09	$16,377,861.20	$69,276,976.60
Year 7	$18,163,294.15	$51,113,682.45	$46,200,324.09	$16,377,861.20	$69,276,976.60
Year 8	$18,163,294.15	$51,113,682.45	$46,200,324.09	$16,377,861.20	$69,276,976.60
Year 9	$18,163,294.15	$51,113,682.45	$46,200,324.09	$16,377,861.20	$69,276,976.60
Total	**$248,943,490.30**	**$406,170,957.84**	**386,517,524.40**	**$65,511,444.80**	**$655,114,448.14**

NOTES TO EXHIBIT M-2:

1. All figures for the Maximum Base Payment, Maximum Incentive A Payment, and Maximum Incentive Payment BC are maximum figures that reflect the following:

- An assumption that all Eligible States are Settling States.
- An assumption that all Settling States earn the full amount of the relevant incentive payment.

2. All figures for the Maximum Incentive Payment D show the amount earned based on all Settling States obtaining its maximum value of 10%, and reflect the following:
   - An assumption that all Eligible States are Settling States.
   - An assumption that all Settling States are eligible for Incentive Payment D in every Payment Year in which Incentive D is paid.

3. All figures for the Maximum Annual Remediation Payment reflect the following:
   - An assumption that all Eligible States are Settling States.
   - An assumption that each Settling State earn the maximum amount of the available Incentive Payment by either qualifying for Incentive Payment A, or the combination of obtaining a 100% participation percentage for Incentive Payment BC and earning Incentive Payment D at a value of 3%).

4. Pursuant to the terms of the Settlement Agreement, Albertsons will never have to pay both the Maximum Incentive Payment BC and Maximum Incentive Payment D.

5. Any offsets for Eligible States that are Non-Settling States would be deducted from the Maximum Base Payment, Maximum Incentive Payments (A, BC, and D), and Maximum Annual Remediation Payment by subtracting the amount of the payment times the Overall State Allocation Percentage for each Non-Settling State.

6. A Settling State may receive Base Payments and Incentive Payments totaling more than one hundred percent (100%) of its respective Overall Allocation Percentage in Year 9 if it is eligible to receive an Earnback Payment. The maximum aggregate Earnback Payment for all Settling States shall be lesser of the Total Unearned Incentive Payments for all Settling States, or $13,102.288.96 million.

EXHIBIT M-3: ANNUAL FEES PAYMENT SCHEDULE

Payment Year	Maximum Exhibit R Attorney Fee and Cost Funds	Maximum Additional Remediation Amount	Maximum Annual Fees Payment
Year 1	$23,806,088.32	$3,839,691.66	$27,645,779.98
Year 2	$23,806,088.32	$3,839,691.66	$27,645,779.98
Year 3	$12,469,855.79	$2,011,267.06	$14,481,122.85
Year 4	$12,469,855.79	$2,011,267.06	$14,481,122.85
Year 5	$8,682,303.35	$1,400,371.52	$10,082,674.87
Total	**$81,234,191.57**	**13,102,288.96**	**94,336,480.53**

Exhibit N
Additional Remediation Amount Allocation Percentages

Alaska	1.3494290164%
Arizona	6.2738632814%
Arkansas	1.0434867005%
California	17.7463118622%
Colorado	4.8645929787%
Connecticut	0.7241212493%
Delaware	0.5490845804%
District of Columbia	0.2014600176%
Florida	7.8645429812%
Hawaii	0.5647377600%
Idaho	1.9837173617%
Illinois	7.7124641613%
Indiana	1.9852055207%
Iowa	0.8304835981%
Louisiana	1.6399671519%
Maine	0.8888984056%
Maryland	2.7685656332%
Massachusetts	2.5785363664%
Missouri	0.4490092636%
Montana	1.5757139456%
Nebraska	0.4669471928%
Nevada	2.8476969074%
New Hampshire	0.8622922237%
New Jersey	3.0839948974%
New York	1.2067579851%
Oklahoma	1.3720975791%
Oregon	5.9141817395%
Pennsylvania	5.1359052989%
Rhode Island	0.3998746639%
South Dakota	0.2218656197%
Texas	8.8303416266%
Utah	1.3867483371%
Vermont	0.2848654679%
Virginia	2.5522749697%
Wisconsin	0.9840628156%
Wyoming	0.8559008388%

EXHIBIT O

Adoption of a State-Subdivision Agreement

A State-Subdivision Agreement shall be applied if it meets the requirements of Section V and is approved by the State and by the State's Subdivisions as follows:

1. *Requirements for Approval*. A State-Subdivision Agreement shall be deemed as agreed to when it has been approved by the State and either (a) Subdivisions whose aggregate "Population Percentages," determined as set forth below, total more than sixty percent (60%), or (b) Subdivisions whose aggregate Population Percentages total more than fifty percent (50%) provided that these Subdivisions also represent fifteen percent (15%) or more of the State's counties or parishes (or, in the case of Settling States whose counties and parishes do not function as local governments, 15% of or more of the Settling State's non-county Subdivisions), by number.

2. *Approval Authority*. Approval by the State shall be by the Attorney General. Approval by a Subdivision shall be by the appropriate official or legislative body pursuant to the required procedures for that Subdivision to agree to a legally binding settlement.

3. *Population Percentage Calculation*. For purposes of this Exhibit O only, Population Percentages shall be determined as follows: For States with functional counties or parishes[1] the Population Percentage of each county or parish shall be deemed to be equal to (a) (1) two hundred percent (200%) of the population of such county or parish, minus (2) the aggregate population of all Primary Incorporated Municipalities located in such county or parish, divided by (b) two hundred percent (200%) of the State's population. A "*Primary Incorporated Municipality*" means a city, town, village or other municipality incorporated under applicable state law with a population of at least 25,000 that is not located within another incorporated municipality. The Population Percentage of each Primary Incorporated Municipality shall be equal to its population (including the population of any incorporated or unincorporated municipality located therein) divided by two hundred percent (200%) of the State's population; provided that the Population Percentage of a Primary Incorporated Municipality that is not located within a county shall be equal to two hundred percent (200%) of its population (including the population of any incorporated or unincorporated municipality located therein) divided by two hundred percent (200%) of the State's population. For all States that do not have functional counties or parishes, the Population Percentage of each non-county Subdivision (including any incorporated or unincorporated municipality located therein), shall be equal to its population divided by the State's population.

4. *Preexisting Agreements and Statutory Provisions*. A State may include with the notice to its Subdivisions an existing agreement, a proposed agreement, or statutory provisions regarding the distribution and use of settlement funds and have the acceptance of such an agreement or statutory provision be part of the requirements to be an Initial Participating Subdivision.

[1] Certain states do not have counties or parishes that have functional governments, including Alaska.

5. *Revised Agreements*. A State-Subdivision Agreement that has been revised, supplemented, or refined shall be applied if it meets the requirements of Section V and is approved by the State and by the State's Subdivisions pursuant to the terms above.

EXHIBIT P

Pharmacy Controlled Substance Compliance Program & Anti-Diversion Injunctive Terms

I. INTRODUCTION

1. Except where these Injunctive Terms specify a different implementation period, Albertsons shall implement the Injunctive Terms set forth below in Sections II through XVII by the Injunctive Terms Implementation Date (defined below).

2. To the extent that Albertsons already has in place positions, committees, departments, policies or programs that satisfy the Injunctive Terms, no re-naming or other change is required by these Injunctive Terms.

3. Overview

    a. Albertsons will implement or maintain a Controlled Substance Compliance Program ("CSCP").

    b. The CSCP must include written standard operating procedures and/or corporate policies (the "CSCP Policies and Procedures") required by these Injunctive Terms.

    c. The CSCP shall apply during the term of these Injunctive Terms, to each of Albertsons' retail pharmacy stores that dispense Schedule II Designated Controlled Substances and are registered or licensed with each Settling State.

    d. Albertsons shall provide a copy of the relevant CSCP Policies and Procedures to each Settling State within sixty (60) days of the Injunctive Terms Implementation Date. To the extent any implementation is expected to require additional time, the Parties agree to work together in good faith to establish a timeline for implementation. No later than thirty (30) days after the Injunctive Terms Implementation Date, each Settling State shall identify the person or office to whom Albertsons must provide a copy of the relevant CSCP Policies and Procedures and any other State-specific reporting required under these Injunctive Terms.

    e. Settling States shall form the States Injunctive Relief Committee to serve as a point of contact for Albertsons and to perform such other roles as set forth herein. Upon the committee's formation, Settling States shall provide notice to Albertsons of the members of the committee.

4. Compliance with Laws

a. Albertsons acknowledges and agrees that its pharmacies must comply with applicable state and federal laws, regulations, and rules, including those regarding the dispensing of Controlled Substances. The requirements of these Injunctive Terms are in addition to, and not in lieu of, any other requirements of federal, state, or local law. Nothing in the Injunctive Terms shall be construed as relieving Albertsons of the obligation of its pharmacies to comply with all federal, state and local laws, regulations or rules, nor shall any of the provisions of the Injunctive Terms be deemed as permission for Albertsons to engage in any acts or practices prohibited by such laws, regulations or rules.

b. The Injunctive Terms are not intended to and shall not be interpreted to prevent Albertsons from taking or implementing any other compliance or policy steps that are more restrictive or that are necessary to conform with federal, state, or local legal requirements, unless such steps would conflict with State or local law. The Injunctive Terms are not intended to and shall not be interpreted to require Albertsons to inventory any Controlled Substances or any particular Controlled Substances or to require dispensing of any Controlled Substances or of any individual, types, subsets or categories of Controlled Substances prescriptions.

c. In the event that Albertsons determines that there may be a conflict between the Injunctive Terms and the express requirements of federal, state, or local laws, or interpretations of such laws articulated by an agency responsible for enforcing such laws or a court ("Express Interpretations"), such that Albertsons determines that it cannot comply with the Injunctive Terms without violating these express requirements or Express Interpretations, Albertsons shall follow the express requirements of the federal, state or local law or Express Interpretation thereof and shall provide notice to the Settling State(s). Within thirty (30) days after receipt of a notification from Albertsons referenced above, Albertsons and the State shall meet and discuss the potential conflict, and Albertsons shall comply with any reasonable requests from the Settling State as necessary to determine whether there is a conflict between the Injunctive Terms and the express requirements of federal, state, or local laws, or Express Interpretations. In the event that Albertsons believes a court or administrative action brought by a governmental body in a Settling State has commenced against it or its pharmacists for actions required by the Injunctive Terms, then Albertsons may notify the Attorney General of the Settling State of such pending action. If the State agrees that the court or administrative action is a result of actions required by the Injunctive Terms, the State will engage in best efforts to resolve the conflict or assist in achieving resolution of the court or administrative action. Nothing in this paragraph shall (i) limit the right of the Settling State to disagree with Albertsons as to the conflict; (ii) be deemed to relieve Albertsons from following any subsequently enacted law or regulation,

or judicial decisions from a regulatory authority with jurisdiction over controlled substances that is more restrictive than the provisions of the Injunctive Terms, or from following the Injunctive Terms if they are more restrictive than applicable laws at issue in the administrative action if there is no conflict; (iii) be deemed to relieve Albertsons from adhering to the outcome of a court or administrative action when it is determined that there is no conflict; or (iv) limit a Settling State's ability to relieve Albertsons of a duty under these Injunctive Terms if that Settling State determines that that term is in conflict with that Settling State's express legal requirements.

d. Albertsons shall retain all records it is required to create pursuant to its obligations hereunder for a period no shorter than three years, unless otherwise specified. Nothing in these Injunctive Terms shall prevent a Settling State from issuing a lawful subpoena or Civil Investigative Demand (CID) for records pursuant to an applicable law.

5. No Admission and No Use as Evidence. Albertsons does not admit liability or wrongdoing. These Injunctive Terms shall not be considered, construed, or represented to be (1) an admission, concession, or evidence of liability, wrongdoing, or to impose the existence of any legal obligations or requirements other than the requirement to follow these Injunctive Terms, or (2) a waiver or limitation of any defense otherwise available to Albertsons. These Injunctive Terms shall not be offered or received in evidence or otherwise relied on in any action or proceeding for any purpose other than in an action or proceeding to modify or enforce or monitor compliance with these Injunctive Terms.

II. TERM AND SCOPE

1. The term of these Injunctive Terms shall be from the Injunctive Terms Implementation Date until ten years from the Injunctive Term Implementation Date, unless otherwise specified herein.

2. Except as otherwise stated herein, the Injunctive Terms shall apply to Albertsons' retail pharmacy stores located in, and registered or licensed with, each Settling State that dispense Schedule II Designated Controlled Substances to Patients, including any Schedule II Designated Controlled Substances dispensed by any such retail pharmacy stores that are mailed or shipped to patients in a Settling State. Should Albertsons operate an online pharmacy that is registered or licensed to dispense Schedule II

Designated Controlled Substances in any Settling State while these Injunctive Terms are in effect, the Injunctive Terms shall apply to such pharmacy as well.[1]

3. These Injunctive Terms may be amended by mutual agreement of a majority of the States Injunctive Relief Committee and Settling Pharmacy. Any such amendments must be in writing.

III. DEFINITIONS

1. The term "Distributor Injunctive Terms" means Exhibit P of the Settlement Agreement, dated as of July 21, 2021, between McKesson Corporation, Cardinal Health, Inc., and AmerisourceBergen Corporation and certain States and subdivisions.

2. The term "Block" means an action taken by Albertsons preventing or otherwise prohibiting any Settling Pharmacy pharmacist from filling prescriptions for Controlled Substances from a specific identified Prescriber.

3. The term "Clearinghouse" means the system established by Section XVII of the Distributor Injunctive Terms.

4. The term "Controlled Substances" means those substances designated under schedules II-V pursuant to the federal Controlled Substances Act.

5. The term "Designated Controlled Substances" shall be limited to: (a) oxycodone; (b) hydrocodone; (c) hydromorphone; (d) tramadol; (e) oxymorphone; (f) morphine; (g) methadone; and (h) fentanyl.

6. The term "Injunctive Terms Implementation Date" means thirty (30) days after the Effective Date of the Settlement Agreement as defined in Section [ ] of the Albertsons Settlement Agreement.

7. The term "National Arbitration Panel" is defined in Section [ ] of the Albertsons Settlement Agreement.

8. The term "Patient" means any individual who receives a prescription for a Designated Controlled Substance from a Prescriber, whether legally valid or not, and attempts to fill it at one of Albertsons' pharmacy stores in a Settling State.

9. The term "Prescriber" means any individual that has written a prescription for a Designated Controlled Substance, whether legally valid or not, that is presented to Albertsons in a Settling State.

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[1] Albertsons' specialty and mail order pharmacies (in the event Albertsons operates such pharmacies) are not subject to, and are not online pharmacies for purposes of, these Injunctive Terms.

10. The term "Red Flag(s)" means the enumerated Patient Red Flags, Prescription Red Flags, and Prescriber Red Flags set out in Section IX.

11. The term "Settling State(s)" means each State that is a signatory to the Albertsons Settlement Agreement.

12. The term "States Injunctive Relief Committee" means a committee representing the Settling States composed of between four and eight members designated by the Settling States. The members of the States Injunctive Relief Committee shall be employees of a Settling State's Office of Attorney General and/or employees of another agency of a Settling State.

13. The term "Albertsons Settlement Agreement" means the settlement agreement dated as of [ ] between and among the Settling States, the Participating Subdivisions and Albertsons.

IV. CONTROLLED SUBSTANCE COMPLIANCE PERSONNEL

1. Albertsons shall designate a Controlled Substance Compliance Director, or other appropriately titled position, to be a member of the Controlled Substance Compliance Committee (described below in Section VI), and to oversee a Controlled Substance Compliance Department and Albertsons' compliance with 21 C.F.R. 1306.04 and these Injunctive Terms. As used in these Injunctive Terms, the terms "Controlled Substance Compliance Committee" and "Controlled Substance Compliance Department" refer to the entity or entities, however titled, that carry out the functions required by these Injunctive Terms. Notwithstanding the preceding sentence, to the extent an existing position, committee or department carries out the functions required by these Injunctive Terms, any other functions undertaken by such position, committee or department shall not be subject to these Injunctive Terms or oversight by the Settling States pursuant to these Injunctive Terms. The position, committee and department discussed in these Terms may bear different names and need not be limited to the roles and functions set forth herein.

2. The Controlled Substance Compliance Director shall have knowledge of and experience with the laws and regulation of Controlled Substances, in particular the regulations in 21 C.F.R. § 1306.04.

3. The Controlled Substance Compliance Director shall provide at least quarterly reports to the Controlled Substance Compliance Committee (described below in Section VI) regarding Albertsons' compliance with these Injunctive Terms, including the implementation of any changes to the CSCP Policies and Procedures required by these Injunctive Terms.

4. Staffing levels of Albertsons' Controlled Substance Compliance Department shall be reviewed periodically, but at least on an annual basis, by Albertsons' Controlled Substance Compliance Committee to assess whether such staffing levels are sufficient for the Controlled Substance Compliance Department to comply with this Agreement. This review shall include consideration of relevant developments in technology, law, and regulations.

5. Throughout the term of these Injunctive Terms, Albertsons shall maintain a telephone and electronic submission hotline(s) (the "Hotline") to permit employees and/or Patients and/or members of the public to anonymously report suspected inappropriate or illegitimate dispensing, prescribing or diversion of Designated Controlled Substances, violations of the CSCP Policies and Procedures, these Injunctive Terms, Albertsons' company policy, or other applicable law. The Hotline may be implemented by adding a dedicated option to existing systems that includes reporting regarding Designated Controlled Substances. Albertsons shall publish its Hotline contact information to its employees and Patients in the Settling States. Albertsons shall maintain for the duration of these Injunctive Terms a record of each complaint made to the Hotline regarding Designated Controlled Substances and documentation regarding any investigation or response to such complaints. Nothing herein shall require Albertsons to investigate a pharmacist's professional judgment to refuse a prescription that the pharmacist believes was prescribed or is being used for other than a legitimate medical purpose or that the pharmacist believes was not prescribed by an individual Prescriber acting in the usual course of his or her professional practice.

V. INDEPENDENCE

1. Albertsons' Controlled Substance Compliance Department personnel, pharmacists, contract pharmacists, and pharmacist technicians who work at Albertsons' pharmacies within the Settling States, and field personnel who supervise pharmacists and pharmacist technicians (together, "CSCP Employees"), shall not be compensated in whole or in part by commissions, bonuses, incentives or any other monetary or non-pecuniary benefit that depends in material part on revenue or profitability targets or expectations to sales of Controlled Substances. Nothing in these Injunctive Terms shall be interpreted to prevent compensation of employees based on sales volume, revenue or profitability targets/expectations for enterprise-, store-, or pharmacy-wide sales that include Controlled Substances.

2. No CSCP Employees may be terminated, suspended, threatened with or face any other negative employment consequence for failing to meet any revenue or profitability targets or expectations that depends in material part on sales of Controlled Substances. Nothing in these Injunctive Terms shall be interpreted to prevent Albertsons from taking employment action based on sales volume, revenue or profitability targets/expectations for enterprise-, store-, or pharmacy-wide sales that include Controlled Substances.

3. Personnel in Albertsons' Controlled Substance Compliance Department shall not report to Albertsons' sales, marketing, or business development departments, and sales, marketing, or business development departments shall not be authorized to make decisions regarding the promotion, compensation, demotion, admonition, discipline, commendation, periodic performance reviews, hiring, or firing of Controlled Substance Compliance Department personnel. This provision does not apply to an officer or executive to whom both the Controlled Substance Compliance Department and sales, marketing and/or business development departments report.

4. Albertsons' sales, marketing and business development departments are prohibited from interfering with, obstructing, or otherwise exerting control over any Controlled Substance Compliance Department or Controlled Substance Committee decision-making. This provision does not apply to an officer or executive to whom both the Controlled Substance Compliance Department and sales, marketing and/or business development departments report.

5. To the extent necessary to comply with this section, Albertsons' Controlled Substance Compliance Committee shall review, modify, and direct any changes to any compensation and non-retaliation policies specific to the sale or dispensing of Designated Controlled Substances.

VI. OVERSIGHT

1. To the extent not already established, within thirty (30) business days of the Injunctive Terms Implementation Date, Albertsons shall establish a compliance committee, however titled, that includes representatives from its respective legal, compliance, pharmacy operations and asset protection departments, however named, to provide oversight over the CSCP and its compliance with the Injunctive Terms. For the purposes of reference herein, this committee, however named, shall be referred to as the "Controlled Substance Compliance Committee." Albertsons shall maintain its Controlled Substance Compliance Committee for the duration of the term of the Injunctive Terms. The Controlled Substance Compliance Director shall be a member of the Controlled Substance Compliance Committee.

2. Albertsons' Controlled Substance Compliance Committee shall have quarterly meetings during which the Controlled Substance Compliance Director shall report on, and the Controlled Substance Compliance Committee shall review, among other things, (a) the Prescription Validation Process, including the CSCP Policies and Procedures on identifying and resolving Patient, Prescriber and Prescription Red Flags; (b) the training required under the Injunctive Terms; (c) proactive due diligence and site visits; (d) the Prescriber Review Processes; (e) significant new national and regional diversion trends involving Controlled Substances; (f) Albertsons' adherence to the Injunctive Terms and applicable laws and regulations; and (g) any technology, staffing, or other resource needs for the CSCP. The Controlled Substance Compliance Committee shall have access to all CSCP reports described in the following subsection.

3. On an annual basis, Albertsons' Controlled Substance Compliance Committee shall provide a written report to the President of the Settling Pharmacy's Retail Division, the Chief Financial Officer of the Settling Pharmacy's Retail Division, the Chief Legal Officer of the Settling Pharmacy's Retail Division, and the corporate Chief Compliance Officer, outlining (a) the Settling Pharmacy's adherence to, and any material deviations from these Injunctive Terms; (b) the allocation of resources sufficient to comply with these Injunctive Terms; and (c) any revisions to the CSCP that the Controlled Substance Compliance Committee has approved. The corporate Chief Compliance Officer shall determine if and when it is appropriate to make a report to the Board or any subcommittee thereof, but shall report at least annually.

4. Albertsons, through its Controlled Substance Compliance Department and Committee, shall, at least once every year, review and oversee any enhancements to the CSCP Policies and Procedures and systems for dispensing activity that the Controlled Substance Compliance Committee deems necessary.

5. The Controlled Substance Compliance Committee shall be responsible for the approval of all material revisions to the CSCP Policies and Procedures, provided that nothing herein shall prevent Albertsons from implementing changes to the CSCP Policies and Procedures pending such review and approval.

VII. MANDATORY TRAINING

1. The CSCP Policies and Procedures shall be published in a form and location readily accessible to all pharmacy and compliance personnel at each of Albertsons' retail pharmacy locations in the Settling States. Online availability is sufficient, so long as pharmacy and compliance personnel have access to a computer with access to the CSCP Policies and Procedures.

2. Albertsons shall launch training for all existing CSCP Employees, to the extent practical (for example, accounting for employee leave), on the CSCP Policies and Procedures required under these Injunctive Terms, including the Prescription Validation Process and corresponding responsibility. The training shall be launched within one hundred twenty (120) days of the Injunctive Terms Implementation Date. All CSCP Employee new hires, to the extent practical, shall be required to participate in such trainings within sixty (60) days of hiring or six (6) months of the Injunctive Terms Implementation Date, whichever is later. Albertsons will further require that every CSCP Employee, to the extent practical, receive such training at least once every three (3) years for the term of these Injunctive Terms.

3. On an annual basis for the duration of these Injunctive Terms, Albertsons shall test its CSCP Employees on their knowledge regarding the CSCP Policies and Procedures required under these Injunctive Terms, including the Prescription Validation Process and corresponding responsibility.

4. It shall be a part of the CSCP Policies and Procedures and all trainings of all CSCP Employees required under these Injunctive Terms that pharmacists shall refuse to dispense Controlled Substances that they believe were prescribed or are being used for other than a legitimate medical purpose or that they believe were not prescribed by an individual Prescriber acting in the usual course of his or her professional practice.

5. All trainings required under these Injunctive Terms shall also make clear that (i) Albertsons' compensation and non-retaliation policies, including pursuant to these Injunctive Terms, prevent CSCP Employees from being compensated or penalized in any way related to revenue or profitability targets or expectations specific to sales of Controlled Substances; and ii) pharmacists will not be penalized in any way for exercising their professional judgment to refuse to fill prescriptions for Controlled Substances pursuant to their corresponding responsibility. To the extent that trainings designed and launched prior to the Effective Date of these Injunctive Terms do not reference these policies, they shall be added by the end of 2026.

VIII. THE PRESCRIPTION VALIDATION PROCESS

1. As part of its CSCP, Albertsons shall maintain a Prescription Validation Process in the CSCP Policies and Procedures, as further described and set forth in this section, that each pharmacist employed by Albertsons in a Settling State must follow when dispensing a prescription for a Controlled Substance. A Red Flag shall not be interpreted to mean that a prescription is, or is more likely than not, illegitimate and/or not issued in the usual course of professional practice or treatment.

2. A Red Flag will be considered "resolved" if, after further investigation as described below, and given other facts and circumstances surrounding the prescription, a pharmacist determines, in his or her professional judgment, that the facts that triggered the Red Flag do not lead him or her to believe that the prescription was written or is being submitted for an illegitimate medical purpose or outside the usual course of a Prescriber's professional practice.

3. Albertsons' CSCP Policies and Procedures shall provide that if a pharmacist identifies any "Patient Red Flags" associated with a Controlled Substances prescription (described in Section IX(3) below), before filling the prescription the pharmacist must resolve them; and that the method of resolution falls within the judgment of the pharmacist and may include reviewing the Patient's profile and history with the Settling Pharmacy, calling the Prescriber or Prescribers if appropriate, speaking with the Patient if appropriate, calling on the pharmacist's pre-existing knowledge of the Patient or Prescriber, reviewing available Prescription Monitoring Program ("PMP" or "PDMP") data, and/or reviewing other data or information available to the pharmacist.

4. Albertsons' CSCP Policies and Procedures shall provide that if forgery or fraud is suspected, or if the pharmacist identifies any other "Prescription Red Flags" associated

with a Controlled Substances prescription (described in Section IX(4) below), the pharmacist must resolve the Prescription Red Flags before filling the prescription; and that the method of resolution falls within the judgment of the pharmacist and may include reviewing the Patient's profile and history with Albertsons, calling the Prescriber or Prescribers if appropriate, speaking with the Patient if appropriate, calling on the pharmacist's pre-existing knowledge of the Patient or Prescriber, reviewing available PMP or PDMP data, and/or reviewing other data or information available to the pharmacist.

5. Albertsons' CSCP Policies and Procedures shall require that if a pharmacist identifies any "Prescriber Red Flags" associated with a Controlled Substances prescription (described in Section IX(5) below), the pharmacist must resolve them before filling the prescription; and that the method of resolution falls within the judgment of the pharmacist and may include reviewing any Albertsons records regarding the Prescriber, calling the Prescriber if appropriate, speaking with the Patient if appropriate, calling on the pharmacist's pre-existing knowledge of the Patient or Prescriber, reviewing available PMP or PDMP data, and/or reviewing other data or information available to Albertsons.

6. Albertsons' CSCP Policies and Procedures related to Schedule II Designated Controlled Substances shall provide that the resolution of all Red Flags identified by the pharmacist, as well as any prescriptions that were rejected pursuant to Red Flags identified by the pharmacist, and the reasons why they were rejected, must be documented by the pharmacist, unless if based on the pharmacist's pre-existing knowledge of the Patient or Prescriber. Any such records shall be maintained for the duration of these Injunctive Terms. To the extent that a Red Flag is resolved based upon facts or circumstances that are already reflected or documented in Albertsons' records, further documentation of those facts or circumstances is not required for resolution of substantially the same Red Flag on subsequent prescriptions. For example, if a Patient lives fifty-five (55) miles from an Albertsons but works near the pharmacy and that fact is reflected in pharmacy records, no documentation for the resolution of the Red Flag addressing the Patient's distance from the pharmacy is required in connection with individual prescriptions dispensed for that Patient. A lack of documentation shall not be interpreted to create a presumption that a pharmacist did not resolve any identified Red Flags. Nothing in these Injunctive Terms shall require Albertsons to create a record in those instances where the pharmacist rejects a prescription when presented without an effort to resolve any red flags, including but not limited to instances where the pharmacist rejects a prescription for clinical reasons, or where the pharmacist identifies on the face of the prescription a Prescription Red Flag (defined in Section IX below) that causes the pharmacist to conclude without further inquiry that the prescription is invalid.

7. Albertsons' CSCP Policies and Procedures shall provide that, even if all Red Flags are resolved, a pharmacist shall reject a prescription if, in his or her professional judgment, he or she believes that it was written or is being submitted for other than a legitimate medical purpose and/or was written outside the usual course of an individual Prescriber's professional practice.

IX. RED FLAGS

1. Upon request by the Settling States, but no more than annually, and no earlier than four months after the Injunctive Terms Implementation Date, Albertsons shall provide to the Settling States a report (the "Annual Data Report") that sets forth: (1) the total number of prescriptions for Controlled Substances dispensed annually, aggregated nationally and by state; (2) the top twenty-five prescribers of Designated Controlled Substances in each Settling State; and (3) the list of prescribers subject to disclosure in section X.5; (4) the specific process, system, metrics or algorithms (if any) sufficient to demonstrate the operational system's ability to identify each category of Red Flag listed in this section; (5) the total number of Designated Controlled Substance prescriptions that pharmacists at the Settling Pharmacy refused to dispense, as reflected in the pharmacy dispensing or other electronic system. Unless otherwise required by law, if a Settling State seeks to disclose any data and/or information provided under this provision as part of a proceeding to enforce these Injunctive Terms or otherwise, it shall first provide ten (10) days' notice to Albertsons unless doing so would conflict with applicable law. A Settling State shall not otherwise disclose or provide any data provided under this provision to third parties during or after the Term of these Injunctive Terms unless required to do so by law. If a Settling State is required to disclose or provide any data under this provision to third parties during or after the Term of these Injunctive Terms, it shall first provide ten (10) days' notice to Albertsons unless doing so would conflict with applicable law. All data and/or information provided under this paragraph shall be deemed confidential law enforcement material, to the extent state law permits, and shall not be subject to production unless required by law. Nothing in this paragraph shall be deemed to prevent a Settling State from sharing this material with other State or federal law enforcement agencies.

2. Within the three months following the provision of the Annual Data Reports, either Albertsons or the States Injunctive Relief Committee may propose in writing a meet and confer to discuss potential changes to the scope of one or more categories of Red Flags. At such a meeting, Albertsons or the States Injunctive Relief Committee may provide additional research, information or data available to them beyond that provided in the Annual Data Reports. For example, Albertsons might propose reducing the threshold for triggering a particular category of Red Flag or consolidating certain Red Flags or subcategories of Red Flags into a single metric, or the States Injunctive Relief Committee might propose increasing the threshold for triggering a particular Red Flag

or expanding that Red Flag to include multiple subcategories (*e.g.*, number of prescriptions, distance thresholds).

a. If Albertsons and the States Injunctive Relief Committee agree on such changes to one or more Red Flags, they shall document those changes in writing and they shall become a part of these Injunctive Terms for all intents and purposes.

b. If Albertsons and the States Injunctive Relief Committee cannot agree on the proposed changes during their meeting and confer, the Party seeking the change(s) to the Red Flag(s) may seek a 5-day mediation of the issue at its own expense. If the mediation fails to resolve the dispute between the parties, the party seeking the proposed change(s) may appeal to the National Arbitration Panel to have the National Arbitration Panel modify the Red Flags on the basis that the change(s) would be consistent both with avoiding unnecessary material costs of identifying and resolving Red Flags and materially reducing the diversion of Controlled Substances. In such a proceeding, the Party seeking the proposed change(s) may provide evidence from Annual Data Reports or from other research, data and information.

c. In any such proceedings, there shall be a presumption against imposition of any proposed Red Flags, or proposed modifications to pre-existing Red Flags, that have not been identified by the United States Drug Enforcement Administration (DEA) or other law enforcement agencies tasked with the regulation of Controlled Substances.

d. The Red Flags required by these Injunctive Terms shall at no point be too numerous or complex to be reasonably workable for pharmacists in the context of protecting patient safety, performing corresponding responsibility, drug utilization review, and their other responsibilities. Any dispute over whether the Red Flags required by these Injunctive Terms have become too numerous or complex to be reasonably workable for pharmacists shall be submitted to the National Arbitration Panel. In the event a dispute is submitted to the National Arbitration Panel, it shall be Albertsons' burden to prove that the Red Flag(s) at issue are overly burdensome and that their burdensome nature outweighs any public health benefit.

3. Albertsons' CSCP Policies and Procedures shall direct its pharmacists to treat the following circumstances as "Patient Red Flags":

a. A Patient seeks to fill a Schedule II Designated Controlled Substance prescription more than three days prior to the contemplated exhaustion date of an earlier prescription of the same Schedule II Designated Controlled Substance (e.g., exhaustion of the days' supply assuming the prescription has been taken in accordance with the prescribers' directions on the face of the prescription), provided the previous prescription was also dispensed by the same Settling Pharmacy;

b. A Patient seeks to fill a Designated Controlled Substance prescription from a Prescriber after having filled Designated Controlled Substance prescriptions at the same Albertsons from more than four other Prescribers, from separate practices, in a given 6-month period;[2]

c. To the extent personally known by the dispensing pharmacist, Prescriber has been the subject of more than ten (10) documented refusals to fill within a six-month period;

d. A Patient seeks to fill a Designated Controlled Substance prescription after having filled three other Designated Controlled Substance prescriptions written by multiple Prescribers with overlapping days of supply at Albertsons' pharmacies within thirty (30) days;

e. The distance between a Patient's residence and the Albertsons receiving the Designated Controlled Substance prescription is farther than 50 miles;

f. The Patient resides more than one hundred (100) miles from the Prescriber who issued the Designated Controlled Substances prescription;

g. To the extent personally known by the dispensing pharmacist, a Patient seeks to fill a Designated Controlled Substance prescription after having two other prescriptions for Designated Controlled Substances subjected to documented refusals to fill by an Albertsons pharmacist within the past thirty (30) days;

h. A patient pays in cash for a Designated Controlled Substance despite having prescription drug insurance on file for that medication;

i. Three or more Patients come to the pharmacy together to fill prescriptions for the same Designated Controlled Substances;

j. A Patient requests a Designated Controlled Substance by its slang or street description, such as "Mallinckrodt blues," "M's" or "the blue pill"; and

[2] In Albertsons' sole discretion, for administrative convenience Albertsons may implement this Red Flag without regard to whether Prescribers are at separate practices, thereby resulting in more instances in which the flag occurs.

k. A Patient presenting a prescription for a Designated Controlled Substance appears visibly altered, intoxicated, or incoherent.

4. Albertsons' CSCP Policies and Procedures shall direct its pharmacists to treat the following circumstances as "Prescription Red Flags:"

   a. A Controlled Substance prescription fails to meet the requirements of law;

   b. A Controlled Substance prescription that appears altered, including but not limited to, a photocopied prescription or a prescription in which an altering agent, such as white out, was used;

   c. A Controlled Substance prescription written with misspellings suggesting the prescription may not have been written by a valid Prescriber;

   d. A Controlled Substance prescription using atypical abbreviations suggesting the prescription may not have been written by a valid Prescriber; and

   e. A Controlled Substance prescription written with multiple colors of ink or in multiple different handwritings.

5. Albertsons' CSCP Policies and Procedures shall direct its pharmacists to treat the following circumstances as "Prescriber Red Flags:"

   a. A Prescriber provides a Patient with prescriptions for all three of a Schedule II Designated Controlled Substance, a benzodiazepine, and carisoprodol;

   b. A Prescriber has no office within fifty (50) miles of the retail pharmacy store where a Designated Controlled Substance prescription is submitted; and

   c. A Prescriber of Designated Controlled Substances uses prescriptions that are preprinted or stamped with drug type and amount.

X. PRESCRIBER REVIEW

1. Albertsons shall regularly review the prescribing patterns and practices of Prescribers of Designated Controlled Substances (the "Prescriber Review Process"). The Prescriber Review Process shall employ algorithms, or other means, to review data on Albertsons' retail dispensing for potential Prescribers of concern.

2. Albertsons shall initiate Prescriber Review Process in the following circumstances:

   a. Personnel implementing the Prescriber Review Process become aware that a Prescriber of Designated Controlled Substances located in a Settling State has been the subject of a blanket refusal to fill by one or more of Albertsons' retail pharmacy stores in the Settling States;

b. Personnel implementing the Prescriber Review Process become aware that a Prescriber of Designated Controlled Substances located in a Settling State has been charged or indicted with a crime related to prescribing Designated Controlled Substances by the Federal Government or law enforcement in a Settling State; or

c. Albertsons has received a Hotline complaint that has been investigated and substantiated concerning a Prescriber's illegitimate prescribing of Designated Controlled Substances.

3. Based on the professional judgment of the employees operating the Prescriber Review Process, Albertsons may also initiate the Prescriber Review Process when:

a. Personnel implementing the Prescriber Review Process are notified in writing by law enforcement that a Prescriber of Designated Controlled Substances located in a Settling State is the target of an investigation regarding the prescribing of Controlled Substances;

b. A Prescriber of Designated Controlled Substances was flagged for review by an Albertsons pharmacist in a Settling State (other than through a refusal to fill or blanket refusal to fill) or by field personnel who supervise Albertsons' pharmacies in a Settling State; or

c. A Prescriber of Designated Controlled Substances located in a Settling State was identified through the running of algorithms on Albertsons' retail dispensing.

4. Once Albertsons identifies a Prescriber for further investigation, Albertsons shall review pertinent and available data or information pertaining to the Prescriber, which may include interviews or other information gathered in the discretion of the employees operating the Prescriber Review Process. All data and information collected or created as part of the Prescriber Review Process shall be maintained by Albertsons for the length of these Injunctive Terms. When permitted by law, nothing contained in this Section prevents Albertsons from taking immediate action to Block a Prescriber.

5. If after the Prescriber Review Process those making the decision have not resolved the circumstances that caused Albertsons to further investigate the Prescriber, then the Prescriber shall be Blocked from having Controlled Substance prescriptions filled at Albertsons' retail pharmacies in the Settling States, when permitted by law. A Prescriber may have an opportunity at the discretion of Albertsons to seek future reinstatement by providing information to Albertsons that may resolve its concerns. Nothing in this Section shall limit the right or ability of Albertsons pharmacists to either refuse to fill a given prescription or refuse to fill all prescriptions for Controlled Substances from a given Prescriber independent of any decision by Albertsons to Block

or not Block a given Prescriber. On written demand, on an annual basis, Albertsons shall provide to each Settling State the names of and DEA registration or NPI numbers of Prescribers of Designated Controlled Substances within that Settling State that it has Blocked. Each Settling State shall provide contact information in order to receive such information. For each of the Settling States, on an annual basis, Albertsons shall provide to the Injunctive Relief Committee: (a) the number, names and DEA registration or NPI numbers of Prescribers who were blocked, and (b) the number of prescribers who were reviewed pursuant to X.2 or X.3 above but not blocked.

XI. PROACTIVE DUE DILIGENCE AND SITE VISITS

1. During the term of these Injunctive Terms, Albertsons shall conduct periodic proactive compliance reviews of its retail pharmacy stores in the Settling States to assist with the identification of potential compliance issues related to the dispensing of Designated Controlled Substances at its retail pharmacy stores in the Settling States. This may be satisfied by the use of algorithms, or other electronic means, to analyze data associated with each pharmacy's dispensing of Designated Controlled Substances to identify particular pharmacies for review as required under this Section XI. Documentation of any resulting reviews shall be maintained by Albertsons and made accessible to all Controlled Substance Compliance Department personnel upon request for the duration of these Injunctive Terms.

2. During the term of these Injunctive Terms, Albertsons personnel or qualified third-party compliance consultants shall conduct site visits to each pharmacy in a calendar year. These site visits shall at a minimum consist of a review of Controlled Substance dispensing documentation and recordkeeping; and a review of physical surroundings and other circumstances for any indications of potential non-compliance with these Injunctive Terms or the CSCP Policies and Procedures, or any violations of other applicable laws and regulations related to the dispensing of Controlled Substances.

3. During site visits, Albertsons' personnel or qualified third-party compliance consultants shall interview relevant pharmacy employees, if appropriate, about any potential areas or issues of concern, including potential violations of laws related to the dispensing of Controlled Substances, the CSCP Policies and Procedures, and these Injunctive Terms.

4. Albertsons' personnel or qualified third-party compliance consultants who conduct site visits shall complete a report reflecting the findings of any site visit pursuant to this section. This report shall document areas or issues of concern, including potential violations of law related to the dispensing of Controlled Substances, the CSCP Policies and Procedures, and these Injunctive Terms.

5. The site visit reports described above shall be maintained by Albertsons and made

accessible to all Controlled Substance Compliance Department personnel for the duration of these Injunctive Terms. Upon its request, the States Injunctive Relief Committee shall be provided sample reports or a report for a particular store.

XII. THEFT AND LOSS PREVENTION

1. In addition to complying with all theft and loss procedures, policies and precautions required by state and federal law, Albertsons shall maintain for at least three years information regarding the receipt and disposition of inventory of all Designated Controlled Substances at each retail pharmacy store.

2. In addition to any other reporting obligations under state and federal law, Albertsons must provide to each Settling State on a quarterly basis any reports it has made to the DEA regarding the theft or significant loss of Designated Controlled Substances in that Settling State pursuant to 21 C.F.R. §1301.76(b). Each Settling State shall provide contact information in order to receive such reports. There shall be no obligation to provide these reports to Settling States that receive contemporaneous reporting of thefts or significant losses of Designated Controlled Substances to a Settling State's board of pharmacy.

XIII. REPORTING TO LAW ENFORCEMENT

1. The Settling States shall inform Albertsons to what extent their law enforcement authorities would like to receive reports, other than those already required by law or regulation, of any confirmed forged prescriptions. To the extent not already in place, Albertsons shall implement standard operating procedures directing its employees to report any confirmed forged prescriptions for Designated Controlled Substances to those Settling States who have indicated that they want to accept it, within five (5) business days of completing any review of such prescription or conduct. The Settling States shall provide contact information in order to receive such reports.

2. Albertsons shall document and for at least two (2) years maintain records of any such reports that are made to Settling States regarding confirmed fraudulent or forged prescriptions, which are maintained centrally.

XIV. ENFORCEMENT OF INJUNCTIVE TERMS

1. Notice of Potential Violations and Opportunity to Cure.

    a. A "Potential Violation" occurs when the Settling State determines, after appropriate investigation and due diligence, that Albertsons is not in substantial compliance with a material aspect of the Injunctive Terms. A Potential Violation may be for a single retail pharmacy. A violation of this Agreement

is not presumed to occur when a pharmacist, pharmacist technician, or other field personnel who supervise pharmacists and/or pharmacist technicians employed by Albertsons violates Albertsons' CSCP Policies and Procedures.

b. Potential Violation Discovered by Settling State.

   i. In the event of a Potential Violation identified by a Settling State, the Settling State shall notify Albertsons in writing (the "State's Notice").

   ii. Within thirty (30) days of receipt of the State's Notice, Albertsons shall provide a written response to the Settling State. The response shall include Albertsons' position as to the act(s) of non-compliance, including, possibly, a statement setting forth why Albertsons believes it is in substantial compliance with the relevant provision(s) or a statement explaining how the Potential Violation has been addressed.

   iii. If the Settling State wishes to meet with Albertsons, Albertsons shall promptly make itself available for such a meeting.

c. If, after review of a written response and any meeting, the Settling State believes that a Potential Violation is ongoing or has not been substantially addressed, it will provide written notice to Albertsons and work in conjunction with Albertsons to devise, within thirty (30) days, a corrective action plan ("Corrective Action Plan") to remedy such Potential Violation, including a reasonable period for implementation of such plan.

d. Within sixty (60) and one hundred twenty (120) days after implementing the Corrective Action Plan, Albertsons will provide a written compliance update to the Settling State and make itself available to meet with the Settling State if requested. If after reviewing the compliance update and any meeting, the Settling State believes a Potential Violation remains ongoing or has not been substantially addressed, the Settling State may commence a 30-day mediation period. If mediation fails to resolve the dispute between the parties, the Settling State may take whatever action it deems necessary, including but not limited to bringing an action to enforce these Injunctive Terms, filing a new action (administrative or civil action) for violation of the Injunctive Terms as allowed by state law, conducting further investigation, or attempting to negotiate an updated Corrective Action Plan with Albertsons. But the Settling State may not seek to reinstate claims that have been released as part of the Settlement Agreement.

e. If Albertsons fails or refuses to provide a written response, to devise or implement a Corrective Action Plan or to provide a compliance update as

required by subsections 1(b), 1(c) and/or 1(d), a Settling State may bring an action to enforce these Injunctive Terms, filing a new action (administrative or civil action) for violation of the Injunctive Terms as allowed by state law, conduct further investigation, or attempt to negotiate an updated Corrective Action Plan with Albertsons. But the Settling State may not seek to reinstate claims that have been released as part of the Settlement Agreement.

f. If, after review of a written response and any meeting, pursuant to subsections 1b. or 1c., above, the Settling State concludes that a Potential Violation is not ongoing or has been substantially addressed, the Settling State will provide written notice of this conclusion to the Settling Pharmacy within thirty (30) days of reaching its conclusion.

2. Enforcement Action. Each Settling State agrees that prior to taking any court or administrative action, other than an action that the Settling State concludes is necessary to address an immediate threat to the health, safety, or welfare of the citizens of the Settling State, or that a public emergency requiring immediate action exists, it will follow the process outlined above. If the Settling State concludes that action is necessary to address an immediate threat to the health, safety, or welfare of the citizens of the Settling State or that a public emergency requiring immediate action exists, it will make best efforts to provide reasonable notice to a Settling Pharmacy prior to initiating any such action.

XV. COMPLIANCE CERTIFICATION

1. Albertsons' Controlled Substance Compliance Director shall, after diligent inquiry, complete an annual compliance certification as set out in Section XV(4).

2. The certification shall be filed annually for the duration of these Injunctive Terms with a Settling State's appropriate licensing and/or regulatory agency and its Attorney General.

3. The certification shall state:

> "I understand the compliance requirements and responsibilities as they relate to [insert name of department], an area under my supervision. My job responsibilities include attempting to achieve compliance with regard to the [insert name of department] with all applicable statutory requirements, obligations of the Injunctive Terms, and applicable policies, and I have taken steps to promote such compliance. To the best of my knowledge, the [insert name of department] is in compliance with the obligations of these Injunctive Terms. I understand that this certification is being provided to and relied upon by the State of [Settling State]."

4. If the Controlled Substance Compliance Director is unable to provide such a certification, the Controlled Substance Compliance Director shall provide a written explanation of the reasons why he or she is unable to provide the certification outlined above.

XVI. DATA SHARING

1. Albertsons shall consent to the provision by its distributors of Albertsons' unblinded "867 Data" (data sent from the distributor to the manufacturer concerning the sale of its products to Albertsons) to opioid manufacturers on any particular Designated Controlled Substances manufactured by them as soon as commercially reasonable and at no cost to the manufacturers, provided that, pursuant to a prior written agreement with Albertsons, the opioid manufacturers agree (a) to ensure the confidentiality of the 867 Data, except as required by law; (b) to implement safeguards and procedures to limit access to and use of the 867 Data, except as required by law; (c) that the 867 Data shall be used solely for compliance purposes as part of their Suspicious Order Monitoring programs; and (d) that the 867 Data shall be shared only with specified personnel and shall not be shared with business or sales personnel.

2. To the extent that Albertsons provides McKesson Corporation, Cardinal Health, Inc., or AmerisourceBergen Corporation (the "Settling Distributors") with Pharmacy Customer Data (as defined in the Distributor Injunctive Terms) for use in their Controlled Substance Monitoring Programs, Albertsons agrees that the Settling Distributor(s) may share such Pharmacy Customer Data with the Monitor appointed pursuant to the Distributor Injunctive Terms, provided that the Monitor agrees, pursuant to a prior written agreement with Albertsons, (a) to ensure the confidentiality of the Pharmacy Customer Data; (b) to implement safeguards and procedures to limit access to and use of the Pharmacy Customer Data; (c) that the Pharmacy Customer Data is used solely for the purpose of ensuring the Settling Distributors' compliance with the Distributor Injunctive Terms; and (d) that the Pharmacy Customer Data shall be shared only with specified personnel.

XVII. CLEARINGHOUSE

1. Albertsons will confer with any Settling Distributor that distributes Designated Controlled Substances to its retail pharmacies and the States Injunctive Relief Committee for a period not to exceed six (6) months from the Injunctive Terms Implementation Date to determine: what additional deidentified information, if any, is needed from Albertsons for a Settling Distributor to perform suspicious order monitoring; if additional deidentified information is needed, how the Settling Pharmacy shall provide it to a Settling Distributor; and what information provided by Albertsons to a Settling Distributor may be deposited by the Settling Distributor into the Clearinghouse. For the avoidance of doubt "deidentified" does not refer to Prescribers. If agreements are not reached, the matters in dispute shall be submitted to arbitration. Due to patient privacy and legal restrictions and other confidentiality and

commercial concerns, in connection with any meet and confer described above, Albertsons may not be compelled to provide individual patient-level or prescription-level data, de-identified or otherwise, to the Settling Distributors.

2. Albertsons and Settling Distributors will also determine whether and in what amount the Settling Pharmacy will contribute to the cost of the operation of the Clearinghouse. When Albertsons contributes to the costs of the Clearinghouse, Settling Pharmacy, Settling Distributors and all other participants in the Clearinghouse shall determine an equitable amount of Albertsons' contribution. If agreements are not reached, the matters in dispute shall be submitted to arbitration.

3. Any data provided by Albertsons to a Settling Distributor and/or the Clearinghouse pursuant to these Injunctive Terms shall be treated in compliance with state and federal law, including but not limited to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and all applicable state and federal privacy laws.

4. No Settling Distributor or other participant in the Clearinghouse shall receive from the Clearinghouse information specific to Albertsons.

Exhibit Q

[Intentionally Omitted]

EXHIBIT R

Agreement on Attorneys' Fees, Costs, and Expenses

This Agreement on Attorneys' Fees, Costs, and Expenses ("Fee Agreement") is entered between Albertsons and the Plaintiffs' Executive Committee appointed in the multidistrict litigation in the Northern District of Ohio, *In re National Prescription Opiate Litigation*, No. 1:17-MD-2804 ("MDL PEC"), in connection with the Albertsons Global Opioid Settlement Agreement ("Albertsons Agreement"). This Fee Agreement becomes effective on the Effective Date of the Albertsons Agreement or the date that the Consent Judgments anticipated under the Albertsons Agreement become final in 25 Settling States (whichever is later).

I. Definitions

A. This Fee Agreement incorporates all defined terms in the Albertsons Agreement, unless otherwise defined herein, and shall be interpreted in a manner consistent with the Albertsons Agreement.

B. "*Applicant*." Any Attorney or MDL Participating Counsel who seeks an award of attorneys' fees from the Attorney Fee Fund pursuant to the procedures established by the MDL Court and the Fee Panel.

C. "*Attorney*." Any of the following retained through a legal contingency fee or hourly fee contract: a solo practitioner, multi-attorney law firm, or other legal representative of a Participating Subdivision or MDL Participating Counsel. This does not include Subdivision in-house attorneys.

D. "*Attorney Fee Fund*." An account consisting of up to $76,234,191.57 allocated to pay attorneys' fees approved pursuant to Section II.B. of this Fee Agreement, established by Order of and under the ongoing jurisdiction of the MDL Court, as provided below.

E. "*Common Benefit*." Work performed for the benefit of all Participating Subdivisions and Tribal Nations, including, but not limited to, pretrial matters, discovery, trial preparation, trial, settlement negotiations, and all other work that advances the interests of the Participating Subdivisions.

F. "*Common Benefit Fund*." The sub fund of the Attorney Fee Fund described in Section II.C.

G. "*Common Benefit Order*." The Ongoing Common Benefit Order (Dkt. #4428) in *In re National Prescription Opiate Litigation*, Case No. 1:17-md-2804, any subsequent amendments or modifications to that order, and any successor orders on Common Benefit.

H. "*Contingency Fee Fund*." The sub fund of the Attorney Fee Fund described in Section II.D.

I. "*Cost and Expense Fund Administrator*." The administrator appointed by the MDL Court on August 12, 2021 (MDL Docket No. 3828), to administer the Cost Fund and its sub funds as provided in the Fee Agreement.

J. "*Cost Fund*." An account consisting of $5,000,000.00, composed of the MDL Direct Cost Fund and the Subdivision Cost and Expense Fund, as provided below.

K. "*Court Common Benefit Fund*." The Common Benefit Fund established by the MDL Court in its orders of July 22, 2021, MDL Docket No. 3794, and May 9, 2022, MDL Docket No. 4428.

L. "*Eligible States*." The thirty-three (33) states of the United States listed in Exhibit F, and the District of Columbia.

M. "*Fee Entitlement*." Any right, entitlement, or expectation, including but not limited to a fee contract, contingent fee contract, agreement, referral arrangement, co-counsel arrangement, State Back-Stop Agreement, or any other arrangement by which counsel could receive compensation or other consideration. For the avoidance of doubt, the scope of Fee Entitlement under paragraph II.G.3.a. does not include any Attorneys' fees associated with representation of a State.

N. "*Fee Panel*." The three-person panel appointed by the MDL Court on August 12, 2021 (MDL Docket No. 3828), to administer and make recommendations for the allocation and distribution of the Attorney Fee Fund and its sub funds as provided in the Fee Agreement.

O. *"Albertsons*." The Albertsons Co. and all of its respective past and present direct or indirect parents, subsidiaries, divisions, affiliates, joint ventures, predecessors, successors, and assigns.

P. "Albertsons Bellwethers." Albertsons Bellwethers are *County of Tarrant, Texas v. Purdue Pharma L.P*., et al. (Case No. 1:18-OP-45274) ("CT9") and *County of Monterey v. Amerisourcebergen Drug Corporation*, et al. (Case No. 1:18-op-45614) ("CT21").

Q. "*Later Litigating State.*" A State that first files and/or serves a lawsuit bringing a Released Claim against a Released Entity after May 1,2026.

R. "*MDL Court*." United States District Court for the Northern District of Ohio Eastern Division, Case No. 1:17-md-2804, Judge Dan Aaron Polster.

S. "*MDL Expense Fund*." The cost fund described in Section II.F below.

T. "*MDL Participating Counsel."* MDL Participating Counsel includes an attorney or firm authorized by MDL 2804 Lead Counsel to perform work for the Common Benefit

of Participating Subdivisions. By way of example, it would include insurance counsel and appellant counsel.

U. "*MDL PEC*." The Plaintiffs' Executive Committee appointed by the MDL Court.

V. "*Non-Eligible State*." Any state or territory of the United States of America that is not an Eligible State.

W. "*Non-Participating Litigating Subdivision*." A Litigating Subdivision that is not a Participating Subdivision.

X. "*Non-Participating State.*" An Eligible State that is not a Participating State.

Y. "*Participating Litigating Subdivision*." A Litigating Subdivision that is also a Participating Subdivision.

Z. "*Participation Agreement*." An agreement executed by an Attorney that acknowledges the obligation to pay an appropriate MDL Common Benefit Assessment.

AA. "*Qualified Tribal Representation.*" Representation by an attorney of a Participating Tribal Government regarding Released Claims against Released Entities. Such counsel are eligible for Common Benefit Fee consideration. The Albertsons Tribal Global Settlement provides for the contribution to the Common Benefit Fund as shall be determined by the MDL Court.

BB. "*Qualifying Representation*." Legal services provided for representation of the MDL PEC or a Participating Litigating Subdivision regarding Released Claims against Released Entities.

CC. "*State Back-Stop Agreement*." Any agreement by a Settling State and private counsel for Participating Subdivisions in that State (or legislation enacted in that State) to provide, adjust, or guarantee attorneys' fees and costs, whether from the Attorney Fee Fund or any other source recognized in the agreement or legislation.[1]

II. Fees and Costs

A. *Total Attorneys' Fees and Costs*

1. Total attorneys' fees and costs to be paid by Albertsons to Attorneys under this Fee Agreement shall be up to, but in no event more than, $81,234,191.57, subject to the reductions and provisions set forth below. The total attorneys' fees and costs consists of up to $ 76,234,191.57 for the Attorney Fee Fund, as set forth in Section II, and $5,000,000.00 in total for the MDL Expense Fund.

[1] Nothing herein shall be understood to indicate approval for additional State Back-Stop Agreements or modifications of existing State Back-Stop Agreements.

The Maximum Attorney Fees, subject to the reductions set forth herein, are $76,234,191.57 and shall be paid on the schedule in Ex. M-3.

2. If an Eligible State does not join the Agreement by the State Participation Date and is accordingly not a Settling State, the total attorneys' fees and costs to be paid under this Fee Agreement by Albertsons shall be reduced by twelve point four percent (12.4%) times the Remediation Payment amount that would have been allocated to that Non-Settling State as set forth in Section IV.B of the Albertsons Agreement.

3. If Albertsons settles with any Non-Settling State after May 1, 2026 and such settlement allows for the Subdivision(s) in such Non-Settling State to join the settlement, Albertsons agrees to withhold from the gross recoveries a Common Benefit Fund assessment, to be deposited in the Court Common Benefit Fund, of 7.5% times the gross recovery paid as defined in the Court Common Benefit Order (Docket #4428). If Albertsons settles with any Subdivision(s) in a Non-Settling State other than in connection with a statewide settlement that includes the relevant State after May 1, 2026, then Albertsons agrees to withhold from the gross recoveries a Common Benefit Fund assessment, to be deposited in the Court Common Benefit Fund, of 7.5% times the gross recoveries (the "*Albertsons Subdivision CBF Assessment,*" and, along with the Albertsons State Settlement CBF Assessment, each a "*Albertsons CBF Assessment*"). If (a) Albertsons settles with a Non-Settling State after May 1,2026 (b) such settlement does not allow for the Subdivision(s) in such Non-Settling State to join the settlement, and (c) Albertsons later prevails in asserting that Released Claims of Primary Subdivisions in such Non-Settling State were released as a result of such settlement, Albertsons agrees to deposit the Albertsons State Settlement CBF Assessment in the Common Benefit Fund. Any Albertsons CBF Assessment is inclusive of any assessment related to such settlement that would be required by the Common Benefit Order (Docket #4428). .

B. *Attorney Fee Fund and Sub Funds*

1. The Attorney Fee Fund shall consist of the Contingency Fee Fund and the Common Benefit Fee Fund. There shall be a split of the Attorney Fee Fund into the Contingency Fee Fund and the Common Benefit Fund. The split shall be 40% to the Contingency Fee Fund and 60% to the Common Benefit Fund, provided the Contingency Fee Fund shall pay a Contingency Fee of the lesser of the Contingency Fee Contract amount, or 20% of client recovery. Any excess Contingency Fee Fund monies shall revert to the Common Benefit Fund.

2. The Cost Fund shall include the MDL Expense Fund The State Counsel Fee Fund and the State Cost Fund shall be separate funds under the control of the Settling States.

3. It is the intention of the Parties that the Contingency Fee Fund and the Common Benefit Fund shall be administered by the Fee Panel appointed under MDL

Docket No. 3828, which will be governed by the provisions of this Fee Agreement and shall design the process and procedures for the allocation of fees pursuant to this Fee Agreement and the MDL Court's Orders. The Cost Funds shall be administered by the Cost and Expense Fund Administrator appointed under MDL Docket No. 3828, who will be governed by the provisions of this Agreement and shall design the process and procedures for the allocation of costs pursuant to this Agreement and the MDL Court's Order.

4. The fees to be paid under this Fee Agreement are available for Attorneys engaged in Qualifying Representations and Qualified Tribal Representations only. Fees to be paid under this Fee Agreement are not available prior to the Effective Date of the Albertsons Agreement. Fees to be paid under this Fee Agreement are not available for representation of Non-Participating Subdivisions, or Non-Litigating Subdivisions and are not available for representation of private hospitals, third-party payors, NAS claimants, personal injury/wrongful death claimants, or any entity other than Participating Litigating Subdivisions. In addition, fees under this Fee Agreement are not available for representation of any individual or entity in matters other than those claims against Released Entities, but may include a reasonable share of representations that involve development of facts for pursuit of opioid-related claims against multiple defendants in the pharmacy, manufacturing, and distribution chain. e.

5. In no event shall Albertsons be required to pay more into the Attorney Fee Fund than the maximum amount specified in paragraph II.A.1. The amounts allocated to the Contingency Fee Fund and the Common Benefit Fund set by the Fee Panel shall be subject to the reductions set forth in Section II.A.2 and the reductions and refunds set forth below.

6. Awards of fees from the Contingency Fee Fund shall be available to Attorneys with Qualifying Representations of Participating Litigating Subdivisions eligible to receive an allocation under the Albertsons Agreement, as set forth in Exhibit G to the Albertsons Agreement, and shall be made by applying the Mathematical Model attached as Exhibit "A" to this Fee Agreement. The collection of the data and calculations for the Mathematical Model has been a cooperative effort among private counsel for a large number of Litigating Subdivisions. The analysis has been spearheaded by Joseph Tann and Andrew Arnold. The Fee Panel is encouraged to continue working with those counsel in application of the Model. The Fee Panel shall oversee the application of the Model and resolve any questions or disputes concerning the eligibility of a Counsel to participate as required in Section II.G. The Panel is empowered to hear disputes concerning and ensure the accuracy of the mathematical calculation.

7. As to awards from the Contingency Fee Fund, there shall be no right of appeal.

8. Any appeal of an award of the Fee Panel from the Common Benefit Fund will be made to the MDL Court and be reviewed under an abuse of discretion standard and there shall be no further appeal to a higher court and any applicant for a common benefit fund award agrees to waive any such appeal to a higher court than the MDL Court

C. *Common Benefit Fund* (60% of the Attorney Fee Fund)

1. The maximum potential total Common Benefit Fund payment to be made by Albertsons into the Attorney Fee Fund is $45,740,514.94, and in no event shall it exceed that amount. Albertsons's maximum potential Common Benefit Fund payments shall be paid on the following yearly schedule:

	Albertsons Shall Pay Common Benefit
Year 1 April 30, 2026	$12,783,652.99
Year 2 February 28, 2027	$12,783,652.99
Year 3 February 28, 2028	$7,481,913.47
Year 4 February 28, 2029	$7,481,913.47
Year 5 February 28, 2030	$5,209,382.01
Total	$45,740,514.94

2. The Common Benefit Fund shall be available to compensate Attorneys engaged in Qualifying Representations of Participating Litigating Subdivisions and Qualified Tribal Representation of Tribal Participating Governments who:

   a. have performed work for the Common Benefit of all Participating Subdivisions and/or Tribal Nations consistent with the provisions to the guidelines established by Judge Polster set forth in MDL 2804 and the Order dated May 1, 2018, under docket number 358, which is included herein by reference; and

   b. satisfy the eligibility criteria set forth in Section II.G.

   For purposes of Common Benefit Fund distribution, notwithstanding paragraph II.A.5, Attorneys representing Tribal Nations litigating against Albertsons have also reached a settlement for Released Claims with Albertsons, and these

settlements are the subject of agreements with Albertsons. Attorneys are eligible for Common Benefit consideration provided such agreement with Albertsons became effective under their terms. Such Attorneys must meet the eligibility criteria in Section II.G.

For purposes of Common Benefit Fund distribution, notwithstanding paragraph II.A.5, MDL Participating Counsel not engaged in Qualifying Representations of Participating Litigating Subdivisions but who performed work for the Common Benefit pursuant to authorization from the MDL Co-Leads and meet the eligibility criteria in Section II.G. shall be eligible.

3. Albertsons' Common Benefit Fund payments under this Fee Agreement satisfy any assessments or withholdings for the Albertsons Agreement that are or could be required under the Common Benefit Order for Settling States and their Participating Subdivisions. The Common Benefit Fund shall be overseen by the Fee Panel, which shall determine the allocation of funds to eligible Attorneys consistent with this Fee Agreement and the Common Benefit Order.

4. In assessing the benefits that an Applicant has conferred to Participating Subdivisions (including non-Litigating Subdivisions) and/or Tribes for purposes of any compensation decision, the Fee Panel shall give significant weight to the extent to which (i) the Applicant and his or her clients have contributed to increasing (or reducing) Subdivision Participation in the Albertsons Agreement as of the Initial Participation Date, and (ii) the Applicant and his or her clients have contributed to increasing (or reducing) the amounts achieved under Incentive Payments A-D through participation in the Albertsons Agreement, including the Albertsons Tribal Agreement. The Fee Panel may also consider additional fee recoveries the Applicant may potentially obtain, including, but not limited to, from attorney fee funds under other settlement agreements, State Back-Stop Agreements, representations of States or Tribal Nations, representations of other clients in opioids-related matters, or through the representation of Subdivision clients, whether they participated in the Albertsons Agreement or not. It is the intent of this provision to recognize that the goal of the Albertsons Agreement is to provide for maximum participation by the Subdivisions, maximum abatement funding for all Subdivisions nationally, and the maximum peace for Released Entities. However, litigation against Albertsons after the Effective Date by the plaintiffs in *County of Tarrant, Texas v. Purdue Pharma L.P.*, et al. (Case No. 1:18-OP-45274) ("CT9") and *County of Monterey v. Amerisourcebergen Drug Corporation*, et al. (Case No. 1:18-op-45614) ("CT21") may continue and shall not be considered common detriment. Therefore, except with respect to CT9 and CT21, representing one or more Non-Participating States or Non-Participating Subdivision does not further the goal of the Albertsons Agreement, and should not be considered Common Benefit because it does not increase funds available to Participating Subdivisions' abatement programs. Representing one or more Later Litigating Subdivisions or Later Litigating States is antithetical to the Albertsons Agreement and detracts from Common Benefit; the Fee Panel shall

consider this concept of "common detriment" set forth in this paragraph in all of its decision making with respect to the allocation of the Attorney Fee Fund among Applicants, as well as, in its discretion, any reductions provided to Albertsons as set forth in Section II.H. The Fee Panel shall consider the totality of the Applicant's Participating Litigating Subdivisions as compared to the Applicant's Non-Participating Litigating Subdivisions; the Parties recognize that, although the goal is for 100% participation, Applicants with a greater number of clients have a greater probability of having one or more Non-Participating Litigating Subdivisions. As used in this paragraph II.C.4, "client" or "representing" a Subdivision shall include any Litigating Subdivision as to which the Applicant has a Fee Entitlement.

5. As set forth in Section II.H, the Fee Panel must consider the factors described in paragraph II.C.4 to determine how and whether to reduce the amounts to be paid by Albertsons under this Fee Agreement and to determine how to allocate funds among Applicants. They may also, at their discretion, consider other factors. Any reduction in payment obligation or credit to be given Albertsons in this Fee Agreement shall be applied against the last Payment Year and then working backwards. Any reduction to an Applicant not credited to Albertsons shall be allocated to attorneys whose Litigating Subdivision clients participated in the settlement by the Initial Participation Date.

D. *Contingency Fee Fund* (40% of the Attorney Fee Fund)

1. The maximum potential total Contingency Fee Fund payment to be made by Albertsons into the Attorney Fee Fund is $30,493,676.63, and in no event shall it exceed that amount. Albertsons' maximum potential Contingency Fee Fund payment shall be paid on the following yearly schedule:

	Albertsons Shall Pay Contingency Fee Fund
Year 1 April 30, 2026	$8,522,435.33
Year 2 February 28, 2027	$8,522,435.33
Year 3 February 28, 2028	$4,987,942.32
Year 4 February 28, 2029	$4,987,942.32
Year 5 February 28, 2030	$3,472,921.34
Total	$30,493,676.63

2. The Contingency Fee Fund shall be available to compensate Attorneys engaged in Qualifying Representations of Participating Litigating Subdivisions that meet the criteria set forth in Section II.G.

    a. The Contingency Fee Fund shall be available to Attorneys who represent Litigating Subdivisions that are Participating Subdivisions, whether their actions are filed in state or federal court, and meet the eligibility criteria of Section II.G.

    b. Participation in the Contingency Fee Fund by counsel that have a case that is not subject to the jurisdiction of the MDL Court shall not create, provide, or waive jurisdiction of the MDL Court over that Litigating Subdivision, that case or Attorneys, other than to oversee the fairness of the distribution process, and enforcement of this Fee Agreement.

3. The amount owed by Albertsons to the Contingency Fee Fund shall be reduced to reflect the non-joinder of Litigating Subdivisions in Settling States by subtracting the amounts identified by the Fee Panel, pursuant to paragraph II.H.7, that would have been owed to counsel for Non-Participating Litigating Subdivisions in Settling States had such Litigating Subdivisions been Participating Subdivisions.

4. In the event that after the date of the Albertsons Agreement, Albertsons, prior to the Effective Date of the Albertsons Agreement, settles with any Litigating Subdivision that would have been eligible to participate in the Settlement Agreement, and, under such settlement agreement pays attorneys' fees, the Fee Panel shall treat those Litigating Subdivisions as Participating Litigating Subdivisions and, applying the same criteria applicable to all Attorneys for Participating Litigating Subdivisions, determine what amount they would have been paid from the Contingency Fee Fund if they had become Participating Subdivisions under the Albertsons Agreement without such prior settlement. That sum, rather than being paid to the Attorney for the previously settling Litigating Subdivision, shall be credited to Albertsons, except that such refund shall not be greater than the amount paid to the Attorneys under the Litigating Subdivision's prior settlement agreement. All credits will be applied to the last Payment Year.

5. The Contingency Fee Allocation shall be determined as set forth in the Mathematical Model attached. If after application of the attached model funds remain in the Contingency Fee Fund, such funds shall be transferred to the MDL Common Benefit Fund established by Order of May 9, 2022 (Docket #4428).

E. *MDL Expense Fund*

1. Albertsons shall pay $5,000,000 into the MDL Expense Fund on the Effective Date, on the schedule set forth below.

	MDL Expense Fund
Year 1 April 30, 2026	$2,500,000.00
Year 2 February 28, 2027	$2,500,000.00
Total	$5,000,000.00

2. The MDL Expense Fund shall be released following the Effective Date of this Fee Agreement without any delay to reimburse the MDL PEC for an agreed-to portion of the expenses incurred, as approved by the Cost and Expense Fund Administrator. The sum deposited into the MDL Expense Fund will be paid directly to the MDL Opiate Capital Account.

3. In allocating the MDL Expense Fund, the Administrator shall not allocate any funds for costs incurred after the Effective Date of the Settlement, unless the Administrator determines they were reasonable costs related to the implementation and/or enforcement of the Albertsons Agreement, orin furtherance of MDL 2804

4. At the conclusion of the Opioid MDL 2804 any funds remaining in the MDL Cost & Expense Fund shall be transferred to the MDL 2804 Common Benefit Fund (Dkt #5100).

F. Eligibility

1. It is the intention of all parties participating in the Fee Panel process that there should be total transparency to the Fee Panel and to all fund participants. In connection with the process to be developed by the Fee Panel, any and all monies in attorney's fees received or awarded, including prior or future Contingency Fees, Common Benefit Fees, referral fees, expenses paid, promises for payment, or any other Fee Entitlement, to any Applicant in any opioid litigation shall be disclosed to the Fee Panel as a condition of participating in the Attorney Fee Fund and prior to an award from the Fee Panel. Any payment, expectation of payment or perceived entitlement to participate in a State Back-Stop Agreement or any other agreement reached with a Settling State or any Subdivision or any other source regarding payment of fees must be disclosed to the Fee Panel. Similarly, any right to payment from any other fund, for example a fund for payment to lawyers representing Settling States or Tribal Nations or Subdivisions shall be disclosed to the Fee Panel. Because it is anticipated that there will be multiple firms listed on contingent fee agreements with Litigating Subdivisions, the Fee Panel shall establish procedures, with

input from Attorneys for Participating Litigating Subdivisions, for which party or parties should petition for fees from such groups and to whom the fee shall be paid and thereafter distributed to co-counsel in accordance with applicable agreements. For the avoidance of doubt, all Attorneys that are part of such groups must meet the eligibility criteria in paragraph II.G.3, must be subject to the criteria set forth in paragraph II.C.4, and must be disclosed to the Fee Panel.

2. An Applicant may apply for and recover attorneys' fees from the Common Benefit Fund, the Contingency Fee Fund, and any fund created by a past or future State Back-Stop Agreement, provided the Applicant satisfies the requirements relevant to each such fund and requirements for disclosure to the Fee Panel.

3. An Attorney may not receive any payment from the Attorney Fee Fund (which includes both the Contingency Fee Fund and the Common Benefit Fund) unless the following eligibility criteria are met and annually certified by the Attorney:

   a. The Attorney must expressly waive the enforcement against the Participating Litigating Subdivision client of all Fee Entitlements (other than under State Back-Stop Agreements) arising out of or related to any or all Qualifying Representations of any Participating Litigating Subdivision prior to applying for attorneys' fees from the Attorney Fee Fund. All applications for attorneys' fees under this Fee Agreement shall include an affirmation by the Attorney of such waiver and notice to the client(s) of such waiver. Such waiver shall not preclude the Attorney from submitting such Fee Entitlements to the Fee Panel as a factor for consideration in allocating payments from the Attorney Fee Fund or in connection with a State Back-Stop Agreement. For the avoidance of doubt, no Attorney may recover fees under this Fee Agreement unless the Attorney expressly agrees not to enforce Fee Entitlements as to each and every Participating Litigating Subdivision represented by that Attorney, but such Attorneys may participate in and receive funds from a State Back-Stop Agreement.

   b. The Attorney must represent that s/he has no present intent to represent or participate in the representation of any Later Litigating Subdivision or Later Litigating State, including a Non-Eligible State or a subdivision in a Non-Eligible State, with respect to Released Claims against Released Entities.

   c. The Attorney must represent that s/he has not and will not engage in any advertising or solicitation related to Released Claims against Released Entities where such advertising or solicitation relates to a representation of a Subdivision eligible to be a Participating Subdivision after the Reference Date unless the Attorney is recommending participation in the Agreement.

   d. The Attorney must represent s/he will not charge or accept any referral fees for any Released Claims brought against Released Entities by Later

Litigating Subdivisions or Later Litigating States. This representation shall not prohibit Attorneys from receiving allocated shares of any future common benefit assessments arising out of settlements or judgments with Later Litigating Subdivisions or Later Litigating States that are the result of the MDL Court's Common Benefit Order.

e. The Attorney may not have and must represent that s/he does not have a Fee Entitlement related to a Later Litigating Subdivision or Later Litigating State, including a Non-Eligible State or a subdivision in a Non-Eligible State, other than a potential Common Benefit Fee.

f. The Attorney must fully disclose the participation, or the anticipation of participation, in any agreement with a Settling State or Participating Subdivision concerning fees arising out of or related to the Albertsons Agreement, including any fees paid or anticipated to be paid or any State Back-Stop Agreement.

g. The Attorney must identify for the Fee Panel whether s/he utilized state litigation work product or MDL work product, including but not limited to ARCOS data, document repositories, experts developed in the MDL, trial transcripts, or deposition transcripts. The Attorney must identify whether s/he signed the MDL Participation Agreement.

h. Any Attorney who applies for fees from one or both Funds must represent that, having exercised his/her independent judgment, s/he believes the Albertsons Agreement to be fair and will make or has made best efforts to recommend the Agreement to his or her Subdivision clients in Settling States. For avoidance of doubt, each Attorney is expected to exercise his or her independent judgment in the best interest of each client individually before determining whether to recommend joining the settlement. All applications for attorneys' fees or costs under this Section shall include an affirmation by the Attorney in compliance with this Subsection.

4. No Attorney receiving fees under this Fee Agreement may apply for or recover from the Attorney Fee Fund fees arising from representing a Non-Settling State or a Non-Participating Subdivision, provided, however, that this provision is not intended to prohibit Attorneys who do not represent or otherwise have a contractual agreement with such Non-Settling State or Non-Participating Subdivision from receiving allocated shares of any future common benefit assessments that arise out of settlements or judgments involving such Non-Settling State or Non-Participating Subdivision. All applications for attorneys' fees under this Section shall include an affirmation by the Attorney of compliance with this Section.

5. An Attorney who has filed an application under this section and received an award of attorneys' fees shall provide a certification of compliance with the

Sections of this Fee Agreement annually during the years upon which they are still entitled to receive attorneys' fee payments under this Agreement. This certification will be done as directed by the Panel.

6. If, at any time, the Attorney is unable to make the representations set forth in this Section, such representations become untrue, or the Attorney falsely represents compliance with the eligibility criteria, the Attorney shall cease to be eligible to receive funds from the Attorney Fee Fund until further review by the Fee Panel of the Attorney's eligibility under and compliance with this Section II.

7. If an Attorney has a Fee Entitlement with a Later Litigating Subdivision or Later Litigating State, including a Non-Eligible State or a subdivision in a Non-Eligible State, or otherwise becomes unable to reaffirm compliance with the eligibility criteria set forth above, the Attorney shall notify the Fee Panel. For the avoidance of doubt, any Attorney who undertakes any new representation of, or has a Fee Entitlement with, a Later Litigating Subdivision or Later Litigating State, including a Non-Eligible State or a subdivision in a Non-Eligible State, shall be prohibited from receiving any future funds from the Attorney Fee Fund and be subject to additional obligations as set forth in Subsection 8 below. If an Attorney fails to notify the Fee Panel of such Fee Entitlement with a Later Litigating Subdivision or Later Litigating State, including a Non-Eligible State or a subdivision in a Non-Eligible State, the Attorney shall be required to refund amounts previously paid. The Fee Panel shall notify Albertsons when it receives notification.

8. To the extent an Attorney who has received compensation from the Attorney Fee Fund based on Qualifying Representations of Participating Litigating Subdivisions under the Albertsons Agreement represents a Later Litigating Subdivision or Later Litigating State, including a Non-Eligible State or a subdivision in a Non-Eligible State, such Attorney shall be obligated to refund such amounts received as compensation from the Attorney Fee Fund to Albertsons. Albertsons or such Attorney may bring any dispute as to whether such Attorney shall be obligated to refund such amounts received from the Attorney Fee Fund to Albertsons, to the Fee Panel. Nothing herein shall require a multi-attorney law firm that has received compensation from the Attorney Fee Fund to refund such amounts if an attorney of the firm that is no longer affiliated with such law firm, after such departure, represents a Later Litigating Subdivision or Later Litigating State, provided that (a) neither the law firm nor any of its other attorneys have any contractual or financial arrangement regarding, stand to benefit directly or indirectly from, or directly or indirectly provide financial or other support of any kind to, the former attorney's representation of the Later Litigating Subdivision or Later Litigating State and (b) if the former attorney was a partner or owner of the multi-attorney law firm at the time that the law firm received compensation from the Attorney Fee Fund, the former attorney shall be obligated to refund such amounts as the former

attorney earned as a result of the compensation that the law firm received from the Attorney Fee Fund.

9. In the event that an Attorney is deemed ineligible by the Fee Panel (whether based on its initial application or subsequent recertification), the Fee Panel shall provide notice to the Attorney and give the Attorney 30 days to provide additional information such that the Fee Panel could re-consider the Attorney's eligibility.

10. To the extent that an Attorney has a Fee Entitlement with a Participating Subdivision and is authorized to bring Released Claims against Released Entities, but such authorization is, in scope, less broad than the category of Released Claims set forth in the Albertsons Agreement, such Attorney may participate fully in both the Contingency Fee Fund and the Common Benefit Fund, without any reduction imposed by the Fee Panel due to the scope of the authorization, so long as the Participating Subdivision fully releases all Released Claims against Released Entities.

11. Attorneys applying to the Attorney Fee Fund knowingly and expressly agree to be bound by the decisions of the Fee Panel, subject to the limited appeal rights set forth in this Fee Agreement, and waive the ability to assert the lack of enforceability of the allocation reached through the procedures outlined herein.

12. Applicants are under an ongoing obligation to inform the Fee Panel in writing of any additional fees earned, expected, or received related to any Opioid litigation throughout the period of the Fee Panel's operation.

G. Calculation of Amounts Due

1. The Fee Panel shall be solely responsible for determining the amount of fees to be paid to each Applicant. None of the Released Entities shall have any responsibility, obligation, or liability of any kind whatsoever with respect to how attorneys' fees are calculated under this Section, except that the Fee Panel may receive information from Albertsons as to (a) the identity of Participating, Non-Participating, Litigating, Later Litigating, and Non-Litigating Subdivisions; (b) the impact of non-participation by a Litigating Subdivision as is relevant to the Fee Panel's determination in paragraph II.C.4; and (c) such other information as Albertsons may voluntarily elect to provide.

2. The Fee Panel shall establish procedures for making determinations under this Fee Agreement consistent with this Fee Agreement and orders of the MDL Court. Such procedures may include submission of documentary and/or other evidence, interviews with Applicants and/or other counsel (including counsel for Albertsons) that the Fee Panel deems appropriate, and/or other means of creating a record upon which fee awards will be based.

3. In making determinations under this Fee Agreement, the Fee Panel must apply the eligibility criteria set forth in Section II.G of this Fee Agreement and the criteria set forth in Section II. The Fee Panel shall ensure that payments are only made for Qualifying Representations of Participating Litigating Subdivisions. In addition, the Fee Panel will give consideration in regard to Common Benefit Fund awards to the *Johnson* factors, as well as the following factors (which factors may be applied and given relative weight in the Fee Panel's discretion):

   a. The Applicant's contemporaneously recorded time and labor dedicated to Qualifying Representations along with the Applicant's financial commitment to such Qualifying Representations. Claimed "time" will not be automatically accepted by the Fee Panel but will be critically reviewed and given substantially more weight and consideration if such time was subject to the audit process described in any Pretrial Order(s) governing the collection of common benefit time;

   b. The novelty, time, and complexity of the Qualifying Representations;

   c. The skill requisite to perform legal services properly and undesirability of the case;

   d. The preclusion of other employment by the Applicant due to time dedicated to Qualifying Representations;

   e. The Common Benefit, if any, alleged to have been conferred by the Applicant and whether such Common Benefit work product by that Applicant was used by others in parallel litigations against Released Entities whether within or outside the MDL, provided that any Applicant claiming that s/he substantially benefited cases other than those in which s/he entered an appearance as counsel must substantiate such claims by proffering factual support, such as proper supporting affidavits or other documents as determined by the Fee Panel with input from Attorneys for Participating Litigating Subdivisions;

   f. Any "common detriment," as set forth in paragraph II.C.4;

   g. Any contingent fee agreement or other Fee Entitlement with Participating Subdivisions, enforcement of which, except for State Back-Stop Agreements, are waived in conjunction with the application, the nature and extent of any work for those Participating Subdivisions, whether such Participating Subdivisions actively litigated and, if so, the nature and procedural history of such case(s);

   h. The experience, reputation, and ability of the Applicant;

i. Whether the Applicant's clients brought Released Claims against Released Entities;

j. The status of discovery in cases primarily handled by the Applicant;

k. The nature of any work by the Applicant on "bellwether" cases or cases that were similarly active in litigation;

l. Any pressure points successfully asserted by the Applicant in cases against Albertsons or any risk for Albertsons created by the Applicant in cases against Albertsons;

m. Any risk for defendants created by Applicants in cases against Albertsons;

n. Successful and unsuccessful motion practice in cases worked on by the Applicant;

o. The date of filing of any cases filed by the Applicant;

p. Obtaining consolidation of the litigation in the Applicant's jurisdiction;

q. The number and population of entities represented by the Applicant and the fees that would have been awarded under extinguished contingent fee arrangements;

r. Whether the Applicant's clients brought claims against Albertsons prior to the announcement of this settlement onMay 1,2026

s. Whether the Applicant has had a leadership role in the litigation, whether in state or federal court;

t. Whether the Applicant has had a leadership role in any negotiations aimed at resolving the litigation;

u. Whether the Applicant's cases have survived motions to dismiss;

v. The extent to which the Applicant contributed to the work product used for the common benefit of opioids litigants, including, without limitation, work on ARCOS data, Prescription Data Monitoring Programs, IQVIA data, depositions, document production and analysis experts, motions, briefs and pleadings, trial preparations, and trials;

w. The extent to which litigation occurred prior to and contributed to completion of settlement negotiations, as distinct from litigation that occurred after the announcement of the Albertsons Agreement on September 8, 2023, such latter litigation both being of less value and, the

case of litigation filed after the announcement of the Albertsons Agreement on September 8, 2023, resulting in a common detriment to the settlement process, which in both cases should be viewed less favorably;

x. The extent to which an Applicant demonstrated a continued commitment of time and resources to MDL 2804 since July 1, 2023; and

y. Any other factors that the Fee Panel finds to be appropriate to consider after input from Applicants to the Attorney Fee Fund.

4. It is possible that the States and Subdivisions that are litigating Opioid cases will enter additional settlements in close proximity of the time for processing the Albertsons Agreement. If there are additional settlements and these settlements create a Common Benefit Attorney Fee Fund to be administered by the Fee Panel, the Fee Panel may:

   a. Consolidate the Common Benefit approval process to include evaluation of all Common Benefit Applications for all settlements entered after November 14, 2022;

   b. Determine the fair and equitable allocation of the Aggregate Common Benefit Fees that come after December 9, 2022, including consideration of beneficial or detrimental actions taken with respect to any Settling Defendant contributing to the Common Benefit Attorney Fee Fund;

   c. Give consideration to the amount and timing of each settlement, including the amount and timing of Common Benefit Fees;

   d. The Fee Panel shall abide by the applicable Attorney Fee Agreement in each of the Settlements in Allocating the Common Benefit Fees provided for in the Settlement; and

   e. Be guided in their work by the Orders of the Court related to Fees and Costs.

5. The Fee Panel shall develop procedures for receiving a single application, which may be updated or amended based on new information (such as participation by additional Litigating Subdivisions) from each Applicant seeking compensation from each sub fund of the Attorney Fee Fund pursuant to processes and procedures developed by the Fee Panel, which shall not be inconsistent with this Fee Agreement. Any request for attorneys' fees not included on the single application or through the updating/amendment process designed by the Fee Panel shall be deemed waived. For purposes of transparency and to permit the Fee Panel to conduct its work, the application from each Applicant shall, at a minimum, require each Applicant to:

a. Identify all Litigating Subdivisions for which s/he is seeking payment from the Attorney Fee Fund;

b. Identify all Subdivisions in both Settling and Non-Settling States (and, where applicable, Tribal Nations) with respect to which s/he has a Fee Entitlement with respect to Relevant Claims against Released Entities, and identify all co-counsel in such cases;

c. Identify which of those Subdivisions are Participating Subdivisions and which are not (with similar information for Tribal Nations, where applicable);

d. Specify the specific fund or funds within the Attorney Fee Fund from which the Attorney is seeking compensation;

e. Demonstrate his or her eligibility for compensation from the relevant sub funds within the Attorney Fee Fund pursuant to the criteria set forth for the relevant sub fund;

f. Identify any and all Fee Entitlements from representations of States, Tribal Nations, or other plaintiffs related to Released Claims against Released Entities or in opioids-related matters;

g. Notwithstanding "a-f" above, the Panel may consider a supplemental application if the Applicant shows good cause why circumstances exist that will lead to consideration for additional Common Benefit award. Examples would include, but are not limited to, an Applicant having Non-Participating Litigating Subdivision clients that subsequently become Participating Subdivisions, a Bar Date passes that increases participation or an Allocation Agreement is reached.

6. With respect to the Common Benefit Fund, the Fee Panel shall (subject to any applicable MDL Court Order):

   a. Review the applications of all Applicants seeking compensation from the Common Benefit Fund, including determining eligibility for each Applicant as set forth in Section II.G.

   b. Using criteria set forth in Sections II.C and II.G, allocate amounts from the Common Benefit Fund to eligible Applicants, including payment amounts for each Payment Year. In making such allocations, the Panel shall apply the principles set forth in paragraph II.C.5 to the amounts paid to Applicants with a Common Benefit Fee Entitlement.

7. With respect to the Contingency Fee Fund, the Fee Panel shall:

a. Review the applications of all Attorneys seeking compensation from the Litigating Subdivision Fee Fund, including determining eligibility for each Attorney as set forth in Section II.G.

b. Apply the Mathematical Model in Exhibit A.

c. Use such allocations to determine refund amounts owed to Albertsons from the Attorney Fee Fund, and inform Albertsons and the MDL PEC of all such adjustments.

8. To the extent that there is a dispute about the calculations of the Fee Panel related to the amount that Albertsons is required to pay (including application of any reductions or refunds under this Fee Agreement), such disputes shall be presented to the Fee Panel and any disputed funds be paid into/held in escrow. The Fee Panel shall resolve such disputes expeditiously, with either Party having the right to seek review from the MDL Court.

9. For purposes of determination of fee or cost awards, allocations, reductions, and possible reversions under this Fee Agreement, unless specified otherwise a Subdivision will be considered a Non-Participating Subdivision if it is not a Participating Subdivision as of the deadline for the application for the fee at issue (or, if the determination does not involve a specific application, the date on which the record for such determination closes).

10. In the event that the Fee Panel, through the use of the Mathematical Model set forth in Exhibit A, allocates funds from the Contingency Fee Fund for an Attorney based on a Qualifying Representation of a Participating Litigating Subdivision and that Subdivision is in a Settling State in which the Consent Judgment has not been approved, such funds shall be placed into escrow until the Consent Judgment is approved, after which time they shall be released.

H. Miscellaneous

1. The Fee Panel shall charge an hourly rate approved by the Court. The Pre-Effective Date costs associated with the Cost and Expense Fund Administrator shall be paid from funds in the Cost Fund. Post-Effective Date, the cost of the Fee Panel shall be charged against the applicable Fee Fund based on allocation by the Fee Panel and shall not be otherwise funded by Albertsons.

2. The MDL PEC will seek, and the Attorneys General for Settling States and the Albertsons will not oppose, a Common Benefit Fee Order requiring an assessment of 7.5% on the gross recovery (by judgment or settlement) of any Non-Participating Subdivision that is subject to the federal court jurisdiction, represented by a MDL PEC firm, represented by any Attorney receiving fees from the Common Benefit Fund, represented by any Attorney that signed a Participation Agreement or had been paid in a case otherwise under the jurisdiction of the MDL Court.

3. The MDL PEC shall provide to Albertsons information the PEC has that identifies Attorneys who represent Litigating Subdivisions who are not Participating Subdivisions and who have an obligation to pay a common benefit assessment, either due to the MDL Court's orders or pursuant to a Participation Agreement.

4. The MDL PEC and Albertsons agree that it is a conflict of interest for an Attorney that had represented a Participating Subdivision or Settling State to represent a Later Litigating Subdivision or Later Litigating State, including a Non-Eligible State or a subdivision in a Non-Eligible State. This Subsection shall be enforceable to the extent permitted by the equivalent to Rules 1.16 and 5.6 of the ABA Model Rules of Professional Conduct in the relevant jurisdictions. The MDL PEC represents that it will comply with this provision in the case of the Albertsons Agreement until the Effective Date of the Albertsons Agreement, as well as thereafter, if the Albertsons Agreement proceeds.

5. Participating Subdivisions agree to instruct their counsel to treat information, work product and expert materials as confidential under Rule 1.6 of the ABA Model Rules of Professional Conduct. Accordingly, an Attorney shall not share information or work product with, or experts or materials to, non-participants (other than the Attorney's own current clients or their lawyers, consultants, experts or other representatives or agents), including Non-Eligible States or subdivisions in Non-Eligible States. However, nothing herein shall prevent MDL Leadership or PEC Counsel from fulfilling their obligations in any MDL and the MDL Court Order.

III. Miscellaneous

A. *Termination*. If the Albertsons Agreement does not proceed past the Reference Date, whether because Albertsons does not determine to proceed or for any other reason, this Fee Agreement shall be null and void, Albertsons shall have no obligation to make any payments under this Fee Agreement, and Albertsons and the MDL PEC shall take such steps as are necessary to restore the *status quo ante*.

B. *MDL Court Consideration*. This Fee Agreement shall be attached as an exhibit to the Albertsons Agreement. This Fee Agreement shall also be submitted by Albertsons and the MDL PEC to the MDL Court for approval pursuant to the motion and order that shall be attached.

1. In the event that the MDL Court, through an order, makes any change to the amounts potentially to be paid by Albertsons under this Fee Agreement, makes any change to the Fee Panel's consideration of the factors set forth in paragraph II.C.4, or any other material change to the draft Order attached as part of Exhibit B or the terms of this Fee Agreement, Albertsons and the MDL PEC shall meet

and confer concerning such changes. The MDL Court shall have no authority to increase the payments made by Albertsons related to fees and costs beyond the amounts described in this Fee Agreement.

2. If Albertsons and the MDL PEC are unable to reach agreement and revisions to this Fee Agreement, this Fee Agreement shall be null and void, Albertsons shall have no obligation to make any payments under this Fee Agreement, and Albertsons and the MDL PEC shall take such further steps as are necessary to restore the *status quo ante.*

C. *Amendment*. Once the MDL Court has entered an order implementing this Fee Agreement, this Fee Agreement can only be amended by (1) written agreement of Albertsons and the MDL PEC and (2) approval by the MDL Court.

D. *Jurisdiction and Enforcement*. The MDL Court shall have exclusive and ongoing jurisdiction over the enforcement and implementation of this Fee Agreement as set forth herein. The MDL PEC shall be the Authorized Party to enforce this Fee Agreement, as to the payment obligations of Albertsons as set forth in this Fee Agreement and as to Attorneys making application to the Funds under this Fee Agreement. Solely for purposes of assessing or allocating common benefit fees, the MDL Court will continue to have jurisdiction over the work product developed in the MDL Court by and under the direction of the MDL PEC with respect to claims against Albertsons, including data and documents, depositions, expert reports, briefs and pleadings; and the MDL Court's protective orders, management orders, and other decisions regarding such discovery and other work product, including but not limited to, conditions on its use, will continue in full force and effect. Nothing in this paragraph authorizes the MDL Court to act contrary to this Agreement or to share any of the work product, or provides the MDL Court with jurisdiction over the Albertsons Agreement.

EXHIBIT A

Description of Mathematical Model for the Allocation of the Contingency Fee Funds

Albertsons Settlement Agreement

This document describes the Mathematical Model for allocation of the Contingency Fee Fund described in Exhibit R (Agreement of Attorneys' Fees, Costs, and Expenses) to the Albertsons Settlement Agreement.[1] Awards of fees from the Contingency Fee Funds shall be available to Attorneys with Qualifying Representations of Participating Litigating Subdivisions eligible to receive an allocation under the Albertsons Settlement Agreement.[2] A Fee Panel shall oversee the application of the Model and resolve any questions or disputes concerning the eligibility of a counsel to participate. The Panel is empowered to hear disputes concerning and ensure the accuracy of the mathematical calculations.

In general terms, allocation of the Contingency Fee Fund shall be made by (1) determining the amount of the Settlement Fund that is attributable to each Participating Litigating Subdivision; (2) making certain adjustments to these amounts based on when the Subdivision filed suit and the terms of the applicable fee contract; and (3) dividing the Contingency Fee Fund proportionately among counsel for each Participating Litigating Subdivision based on the amounts calculated in subpart 2.

To collect a fee award from the Contingency Fee Fund, a Participating Litigating Subdivision must have named Albertsons (or any Released Entity) in its lawsuit. The total maximum amount of the Contingency Fee Fund in the Albertsons Settlement Agreement is $30,493,676.63.[3]

Allocation of the Contingency Fee Fund shall be made according to the following steps. These calculations are made only for purpose of determining the percentage share of the Contingency Fee Fund that Attorneys for each Participating Litigating Subdivision should receive, ***not*** for determining the dollar amount each Subdivision will receive.

(1) For each Settling State, attribute 50% of the settlement funds for that State to its Subdivisions according to the Subdivision Allocation Percentage in Exhibit G to the Albertsons Settlement Agreement.

Illustrative example:

- Assume that State A is allocated 1.00000% of the $1,200,000,000 Remediation amount [see Exhibit M of the Albertsons Settlement Agreement].
- 50% of the 1% share allocated to State A is $6,000,000.

[1] *See* Albertsons Settlement Agreement, Exhibit R § II.D.2.
[2] Albertsons Settlement Agreement, Exhibit R § II.D.2.
[3] Albertsons Settlement Agreement, Exhibit R § II.A.1 & II.D.1.

- Assume that, per Exhibit G of the Agreement, the Subdivision Allocation Percentage for City B in State A is 1.00000000%.
- For purposes of determining its counsel's share of the Contingency Fee Fund, City B is attributed 1.00000000% of $6,000,000, or $60,000.

(2) Adjust the amounts in paragraph 1 as follows:

a. *Upward Adjustment for Early Filers.* Increase the amount calculated in paragraph 1 above by 10% for any Litigating Subdivision that named Albertsons in a suit before December 5, 2017, the date the National Prescription Opiate Litigation MDL was formed. If the Litigating Subdivision did not name Albertsons in a suit before September 8, 2023, then fees from the Contingency Fee Fund will not be awarded to Attorneys with otherwise Qualifying Representations of that Participating Litigating Subdivision.

Illustrative Example:

- Assume City C is attributed $1,000,000 under paragraph 1 above.
- If City C named Albertsons before 12/5/2017, the attributed amount would be adjusted to $1,100,000.

b. *Determine Amount Due under Contingency Fee Contract*. Determine the amount that would be due to Attorneys with Qualifying Representations of each Participating Litigating Subdivision under the terms of the applicable fee contract if the Participating Litigating Subdivision were to receive the amount calculated in paragraph 2.a. This amount can be referred to as the Contingency Fee Assumption.

Illustrative Example:

- Continuing the example given in paragraph 2.a, if Attorneys have a 20% contingency fee contract with City C for the relevant litigation, the amount calculated in this step would be 20% of $1,100,000, or $220,000.

In the next step, the Contingency Fee Assumption is used to determine the percentage share of the Contingency Fee Fund due to Attorneys for each Participating Litigating Subdivision.

(3) Divide the Contingency Fee Fund proportionately among Attorneys for each Participating Litigating Subdivision in two ways:

a. *National Fee Pool Calculation.* Determine each Litigating Subdivision's

percentage share of all amounts due under contingency fee contracts nationwide by dividing the Contingency Fee Assumption calculated for each Subdivision in paragraph 2.b by the sum of all Contingency Fee Assumptions. Then multiply that percentage by the Contingency Fee Fund to figure each Subdivision's dollar share of the Contingency Fee Fund (but only if the Subdivision timely named Albertsons in a lawsuit).

Illustrative example:

- $220,000 [from para. 2.b] ÷ $280,000,000 [total amount owed under contingency fee contracts nationwide] = 0.0785714%[4]
- 0.0785714% * $225,493,007.20 [Contingency Fee Fund] = $177,173.08

b. *Separate State Fee Pools Calculation.* Determine each Litigating Subdivision's percentage share of all amounts due under contingency fee contracts statewide by dividing the Contingency Fee Assumption calculated for each Subdivision in paragraph 2.b by the sum of all Contingency Fee Assumptions in the same State. Then multiply that percentage by the portion of the Contingency Fee Fund that corresponds to that State's Overall Allocation Percentage, shown in Exhibit F of the Albertsons Settlement Agreement, to figure each Subdivision's dollar share of the Contingency Fee Fund (but only if the Subdivision timely named Albertsons in a lawsuit).

Illustrative example:

- 1% * $225,493,007.20 = $2,254,930.07 [amount of the Contingency Fee Fund corresponding to State A]
- Assume a total of $2,500,000 is owed under contingency fee contracts for State A.
- $220,000 [from para. 2.b] ÷ $2,500,000 = 8.8%
- 8.8% * $2,254,930.07 = $198,433.85

The award of fees to Attorneys with Qualifying Representations of Participating Litigating Subdivisions will be the average of the final amounts calculated in paragraphs 3.a and 3.b above, less any amounts the Fee Panel is authorized to, and does, withhold.[5]

Paragraph 3.a represents allocation based on a proportional share of a National Fee Pool,

[4] In this example, $280 million is the amount theoretically owed under all contingency fee contracts for litigation against Albertsons as calculated in paragraph 2.b. This amount is illustrative only; the actual amount will not be known until all litigating subdivisions are identified and the terms of their contingency fee contracts are collected.

[5] The model also enforces a maximum fee award of 20% of the amount calculated in paragraph 2.b. The description in this document of the Mathematical Model is by necessity an abstraction; the precise contours of the calculations are defined in the model itself.

while paragraph 3.b represents allocation based on a proportional share of the Separate State Fee Pools. In other words, for the National Fee Pool described above in paragraph 3.a, the contingency fee contract rate is compared to all other contingency fee contract rates in the nation. For the Separate State Fee Pools described above in paragraph 3.b, the contingency fee contract terms are compared to the other contingency fee contract terms in that same State. The National Fee Pool and the Separate State Fee Pools are given equal weighting.

Using the first methodology, Attorneys for two Subdivisions in different States with the same amount calculated under paragraph 2.b would be assigned the same amount under paragraph 3.a. Using the second methodology, Attorneys for the same two Subdivisions would be assigned different amounts under paragraph 3.b because they are in different States. Specifically, the Subdivision in the State with a smaller proportion of Participating Litigating Subdivisions would be allocated more than the Subdivision in the State with a greater proportion of Participating Litigating Subdivisions.

By: _____

Name:

Date: _____

On behalf of Albertsons

By: _____

Name: Paul T. Farrell, Jr.

Date: _____

By: _____

Name: Jayne Conroy

Date: _____

By: _____

Name: Joseph F. Rice

Date: _____

On behalf of Plaintiffs' Executive Committee

Exhibit S

[Intentionally Omitted]

Exhibit T

[Intentionally Omitted]

EXHIBIT U- Exemplar Tax Form

☐ CORRECTED

FILER'S name, street address, city or town, state or province, country, ZIP or foreign postal code, and telephone no. [Appropriate Official] [Designated State] [Address]		1 Total amount required to be paid $	OMB No. 1545-2284 Form **1098-F** (Rev. April 2025) For calendar year 2026	**Fines, Penalties, and Other Amounts**
		2 Amount to be paid for violation or potential violation $		
		3 Restitution/remediation amount $		
FILER'S TIN XX-XXXXXXX	PAYER'S TIN 47-4376911	4 Compliance amount $	5 Date of order/agreement	**Copy B** **For Payer**
PAYER'S name ALBERTSONS COMPANIES, INC.		6 Court or entity U.S. District Court for the Northern District of Ohio and Jurisdictions of other cases settled under the Settlement Agreement entered into by Albertsons Companies, Inc. and Settling States (as defined in the Agreement), dated XX/XX/2026		
Street address (including apt. no.) 250 E PARKCENTER BLVD		7 Case number No. 1:17-MD-2804, and other cases settled under the Settlement Agreement entered into by Albertsons Companies, Inc. and the Settling States (as defined in the Agreement), dated as of XX/XX/2026.		This is important tax information and is being furnished to the IRS.
City or town, state or province, country, and ZIP or foreign postal code BOISE ID 83706		8 Case name or names of parties to suit, order, or agreement National Prescription Opiate Litigation		
		9 Code		

Form **1098-F** (Rev. 4-2025) (keep for your records) www.irs.gov/Form1098F Department of the Treasury - Internal Revenue Service

Exhibit V

[Intentionally Omitted]

Exhibit W

Non-Litigating Threshold Subdivisions

[Exhibit to be inserted prior to Effective Date]

EXHIBIT X

Governor's Release of Opioid-Related Claims Pursuant to the Albertsons Settlement Agreement

I, [NAME], Governor of the [Commonwealth]/[State]/[Territory] of [Commonwealth]/[State]/[Territory], hereby authorize Attorney General [NAME] to settle and release, to the maximum extent of my power as Governor, all Released Claims of (1) all of [Commonwealth]/[State]/[Territory]'s past and present executive departments, state agencies, divisions, boards, commissions and instrumentalities with regulatory authority to enforce state and federal controlled substances acts and (2) all of [Commonwealth]/[State]/[Territory]'s past and present executive departments, agencies, divisions, boards, commissions, and instrumentalities that have the authority to bring Claims related to Covered Conduct seeking money (including abatement and/or remediation) or revocation or suspension of a pharmaceutical distribution or dispensing license. The foregoing authorization is given in connection with Section X.G of the Albertsons Settlement Agreement dated as of August 20, 2026 setting forth the terms of settlement between and among Albertsons, on the one hand, and the Settling States and Participating Subdivisions, on the other hand. This release is intended to be a "release from a State's Governor" as contemplated in such section. Capitalized terms used herein and defined in the Settlement Agreement have the meanings given to them in such settlement agreement.

_____

[Name]
Governor of the [Commonwealth]/[State]/[Territory] of [Commonwealth]/[State]/[Territory]

Date: _____

7900 Westpark Drive
Suite A100
McLean, VA 22102
(571) 397-2050
www.rubris.com

Opioids: Implementation Administrator
Participation Agreement: Docusign Instructions
Updated September 2, 2026

Settlement Participation form for the Albertsons National Opioid Settlement will be issued by the Opioids Implementation Administrator, Rubris Inc, via Docusign for all entities that are eligible to participate in this settlement.

Please add dse_na3@docusign.net and opioidsparticipation@rubris.com to your "safe" list, so emails do not go to spam/junk folders. Please monitor your email for the Participation Form and instructions.

The Docusign email will have the following subject, sender, and recipients:

Item	Description
Subject	Action Required: Albertsons National Opioid Settlement - CL-XXXXXX
Address of Sender	dse_na3@docusign.net
Sender	Opioids Implementation Administrator
Recipients	Entity and/or Attorney contacts who receive settlement notice

All questions related to participation agreements should be sent to opioidsparticipation@rubris.com. If an email recipient responds to the email from Docusign, their response will be sent to this email address. Rubris is monitoring and managing all requests to this email account.

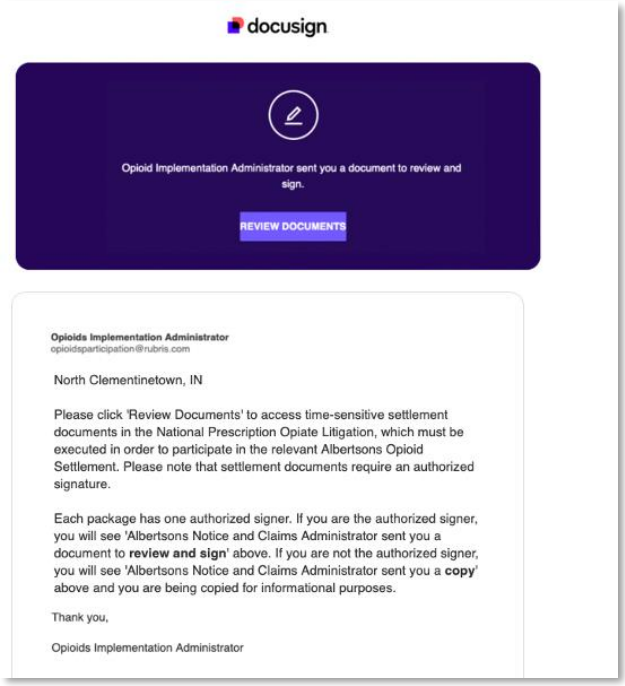
Below are the instructions for reviewing and executing a Participation Agreement via Docusign.

Step	**Comments**
Step 1: Click on "Review Documents"	After clicking this button, a new browser window will open where you can begin the Docusign process
Step 2: If you are the authorized signer, click on "Agree" and "Continue"	If you are not the authorized signer, click on "Other Options" and select "Assign to Someone Else" Instructions for "Assign to Someone Else" are outlined on page 5 of this document.
Step 3: Review the cover letter	
Step 4: Confirm the Entity Name and State are correct and enter the Entity Details in the box at the top of Page 1 of the Participation Agreement	Fields with a blue outline are required
Step 5: Sign the Participation Agreement	Signature, Name, and Title are required for the Participation Agreement; The date will auto populate by Docusign

Steps for Reviewing and Executing Documents via Docusign

Step 1: Click on “Review Document”

After clicking this button, a new browser window will open where you can begin the Docusign process.



Step 2: If you are the assigned signer, click on “Agree” and “Continue”

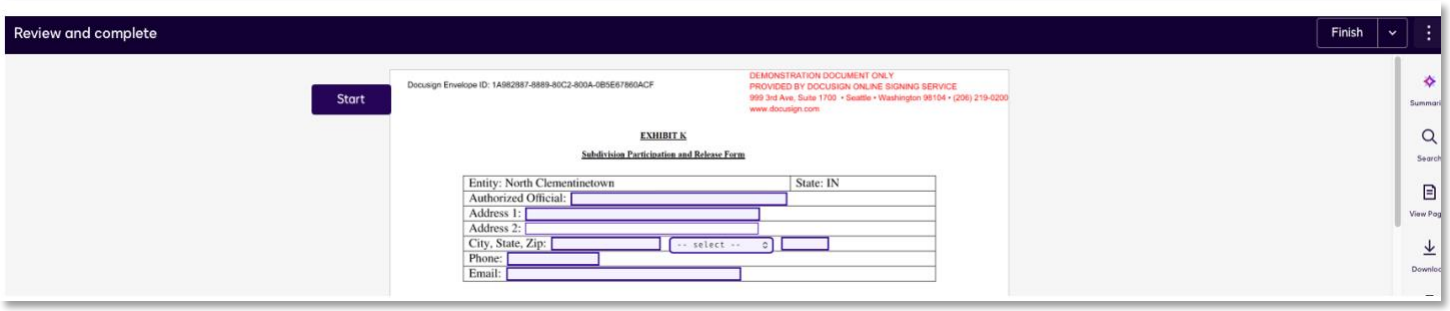
If you are not the assigned signer, click on “Other Options” and select “Assign to Someone Else”

Please Note: The “Assigned Signer” was determined by using contacts from the previous wave of settlements. If you received this as the “Assigned Signer”, but believe this to be incorrect, you may assign it to someone else. Instructions for “Assign to Someone Else” are outlined on page 5 of this document.

Step 3: Review the cover letter.

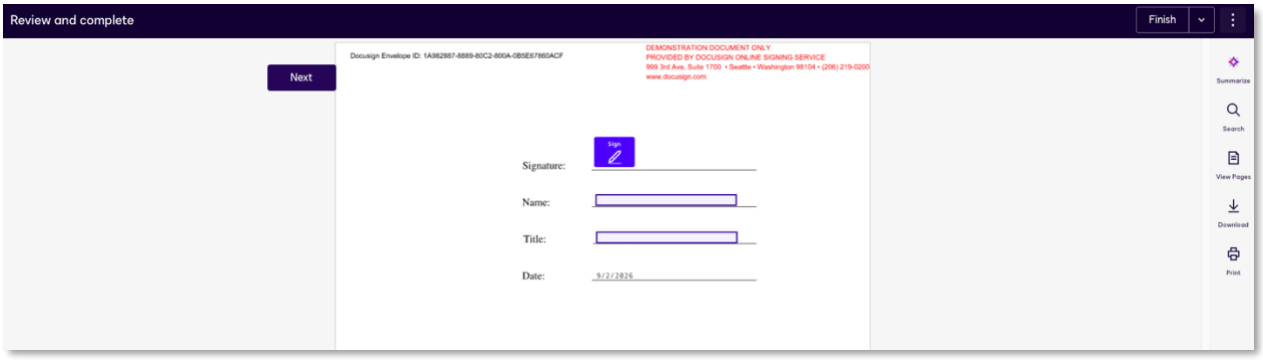


Step 4: Confirm the Entity Name and State are correct and populate Entity Details in the box at the top of Page 1 of the Participation Agreement



Step 5: Sign the Participation Agreement

Signature, Name, and Title are required; The date will be auto populated by Docusign. Select “Finish” to send all completed documents.





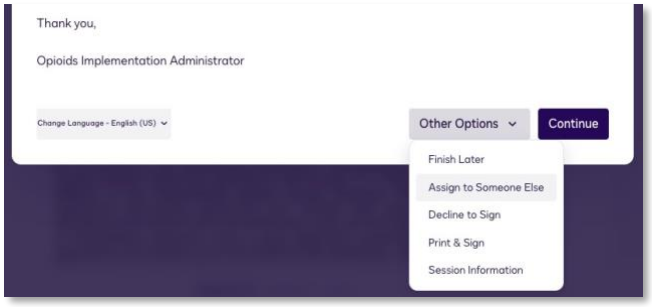
Once finished, all contacts will receive an email copy for their records.

Steps to “Assign to Someone Else”

Step 1: Select “Other Options”

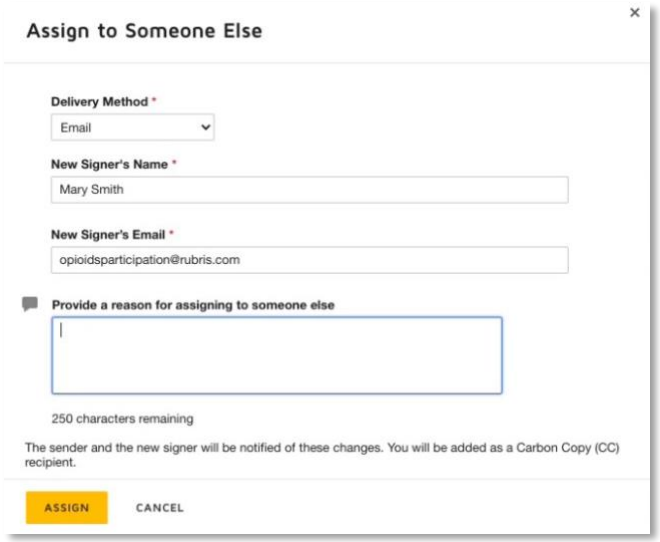


Step 2: Select “Assign to Someone Else”



Step 3: Enter the requested information for the Assigned Signer and click “Assign”

The new signer will be notified. You will be copied on all Docusign emails sent to the new signer.



AGENDA ITEM NO. 15.D

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	November 17, 2026
SUBMITTED BY:	Brandy Crawford, Capital Projects
ITEM TYPE:	Business Agenda - Action Items
AGENDA SECTION:	**BUSINESS AGENDA - Action Items:**
SUBJECT:	**Christopher Simpron, Assistant County Manager -** Resolution 2027-10 - Griffin Road Bridge Repairs

SUGGESTED ACTION:

- Motion to approve Resolution 2027-10, A Resolution of the Board of County Commissioners of Hardee County, Florida, authorizing the execution of Florida Project Identification Number 458709-1-54-01 with the Florida Department of Transportation for the design, construction, and construction engineering inspection (CEI) of the repairs to Griffin Road Bridge #060030 at Peace River; providing for severability; and providing for an effective date.

ATTACHMENTS:

Agenda Memo_Griffin Bridge Repair_SCRAP_DSFGA_.pdf
Resolution 2027-10 - Repairs to Griffin Road Bridge 458709-1 Draft State Funded Grant Agreement.doc
458709-1 Draft State Funded Grant Agreement approved.pdf

Hardee County FLORIDA

CAPITAL PROJECTS

BOARD OF COUNTY COMMISSIONERS

NOEY FLORES
CHAIR, DISTRICT 2

TIM WELLS
VICE CHAIR, DISTRICT 1

DONALD CHANCEY
DISTRICT 3

RUSSELL MELENDY
DISTRICT 4

KENNY MILLER
DISTRICT 5

JOHN EASON
COUNTY MANAGER

SARAH ALLEN
COUNTY ATTORNEY

MAILING ADDRESS
412 West Orange Street
Suite 103
Wauchula, FL 33873

PHONE
863-773-9430

WEBSITE
hardeecountyfl.gov

To: John Eason, County Manager

From: Christopher Simpron, Assistant County Manager

Subject: 458709-1-54-01 Repairs to Griffin Road Bridge #060030 at Peace River – State Funded Grant Agreement (SCRAP/SCOP)

Date: November 17, 2026

The design, construction, and construction engineering inspection (CEI) of the Repairs to Griffin Bridge #060030 at Peace River project is funded by the Florida Department of Transportation (FDOT) in FY 2027 through their Small County Road Assistance Program/Small Community Outreach Program (SCRAP/SCOP) in the amount of $499,880. Again, FDOT D1 understood the county's dire needs and went above and beyond by funding this much-needed bridge repair project.

Staff recommend Board approval of the State-Funded Grant Agreement so the County can proceed with the construction phase of the Repairs to Griffin Bridge #060030 at Peace River project contingent to FDOT's review and approval of the 100% construction plans through ERC.

RESOLUTION NO. 2027-10
HARDEE COUNTY, FLORIDA

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HARDEE COUNTY, FLORIDA, AUTHORIZING THE EXECUTION OF FLORIDA PROJECT IDENTIFICATION NUMBER 458709-1-54-01 WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE DESIGN, CONSTRUCTION, AND CONSTRUCTION ENGINEERING INSPECTION (CEI) OF THE REPAIRS TO GRIFFIN ROAD BRIDGE #060030 AT PEACE RIVER; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Hardee County (the "County"), a political subdivision of the State of Florida, has the authority pursuant to section 125.01, Florida Statutes, to enter into agreements; and

WHEREAS, the County is designated a small county meeting the requirements under the Small County Outreach Program ("SCOP") pursuant to section 339.2818, Florida Statutes; and the Small County Road Assistance Program ("SCRAP") pursuant to section 339.2816, Florida Statutes; and

WHEREAS, the Florida Department of Transportation ("FDOT") has awarded the County up to $499,880.00 in funds for the purpose of design, construction, and construction engineering inspection (CEI) of the Repairs to Griffin Road Bridge #060030 at Peace River, as more particularly described in Project Identification Number 458709-1-54-01 ("FDOT State-Funded Grant Agreement" attached as Exhibit "A"); and

WHEREAS, the Board of County Commissioners find it to be in the best interest of the County to approve the agreement for the design, construction, and construction engineering inspection (CEI) of the Repairs to Griffin Road Bridge #060030 at Peace River, Project ID No. 458709-1-54-01 and authorize the County Manager to sign the FDOT State-Funded Grant Agreement (attached as Exhibit "A") and any additional documents in furtherance of obtaining the funds.

NOW, THEREFORE, BE IT RESOLVED by the BOARD OF COUNTY COMMISSIONERS OF HARDEE COUNTY, FLORIDA, that:

Section 1. Recital. The above recitals are true and correct and are incorporated herein by this reference.

Section 2. Approval. The Hardee County Board of County Commissioners hereby approves the FDOT Financial Project ID No. 458709-1-54-01 for up to $499,880.00 in substantially the attached form (included and attached hereto as Exhibit "A").

Section 3. Authorization. The County Manager is authorized and directed to execute any forms or documents in furtherance of this Resolution, and the County Manager is authorized to take all actions necessary to implement the purposes of this Resolution.

Section 4. Severability. The provisions of this Resolution are severable such that the invalidity of any one provision shall not operate to invalidate any other provision.

Section 5. Effective Date. This Resolution shall take effect immediately upon adoption.

APPROVED AND ADOPTED this 17 day of November 2026 at a regular meeting of The Board of County Commissioners of Hardee County, Florida.

THE BOARD OF COUNTY COMMISSIONERS OF HARDEE COUNTY, FLORIDA

_____
Chair

(SEAL)

ATTEST:

_____
Victoria L. Rogers, Ex-Officio Clerk to the
Board of County Commissioners

APPROVED AS TO FORM, CONTENT & LEGAL SUFFICIENCY:

_____
Bryant Miller Olive P.A.
County Attorney

Docusign Envelope ID: 9AD3BA0D-7F19-89AF-8028-21F83BA7A7AD

STATE-FUNDED GRANT AGREEMENT

FPN: 458709-1-54-01	Fund: GRSC Org Code: 55013030152	FLAIR Category: FLAIR Obj: 751000
FPN:	Fund: Org Code:	FLAIR Category: FLAIR Obj:
FPN:	Fund: Org Code:	FLAIR Category: FLAIR Obj:
County No:06	Contract No:	Vendor No: F596000632048

THIS STATE-FUNDED GRANT AGREEMENT ("Agreement") is entered into on _____, (This date to be entered by DOT only) by and between the State of Florida Department of Transportation, ("Department"), and Hardee County, ("Recipient"). The Department and the Recipient are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties".

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority:** The Department is authorized to enter into this Agreement pursuant to Sections 334.044, 334.044(7), and (*select the applicable statutory authority for the program(s) below):*
   - ☐ Section 339.2817 Florida Statutes, County Incentive Grant Program (CIGP), (ALN 55.008)
   - ☒ Section 339.2818 Florida Statutes, Small County Outreach Program (SCOP), (ALN 55.009)
   - ☐ Section 339.2816 Florida Statutes, Small County Road Assistance Program (SCRAP), (ALN 55.016)
   - ☐ Section 339.2819 Florida Statutes, Transportation Regional Incentive Program (TRIP), (ALN 55.026)
   - ☐ Insert Legal Authority , Insert Funding Program Name , Insert ALN Number

   The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"**, **Recipient Resolution**, and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in construction and construction engineering and inspection of the repairs to Griffin Road Bridge #060030, at Peace River between W Miller Road & E River Lane, as further described in **Exhibit "A", Project Description and Responsibilities**, attached to and incorporated into this Agreement ("Project"); to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.

3. **Term of the Agreement, Commencement and Completion of the Project:** This Agreement shall commence upon full execution by both Parties and the Recipient shall complete the Project on or before 06/30/2029. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The Recipient acknowledges that no funding for the Project will be provided by the State under this Agreement for work on the Project that is not timely completed and invoiced in accordance with the terms of this Agreement, or for work performed prior to full execution of the Agreement. Notwithstanding the expiration of the required completion date provided in this Agreement and the consequent potential unavailability of any unexpended portion of State funding to be provided under this Agreement, the Recipient shall remain obligated to complete all aspects of the Project identified in **Exhibit "A"** in accordance with the remaining terms of this Agreement, unless otherwise agreed by the Parties, in writing.

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Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Recipient for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Recipient shall not begin the construction phase of the Project until the Department issues a written Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Recipient shall request a Notice to Proceed from the Department.

4. **Amendments, Extensions and Assignment:** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be assigned, transferred or otherwise encumbered by the Recipient under any circumstances without the prior written consent of the Department.

5. **Termination or Suspension of Project:** The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable laws or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department may also terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.

    a. If the Department terminates the Agreement, the Department shall notify the Recipient of such termination in writing within thirty (30) days of the Department's determination to terminate the Agreement, with instructions as to the effective date of termination or to specify the stage of work at which the Agreement is to be terminated.

    b. The Parties to this Agreement may also terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions through mutual written agreement.

    c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.

    d. Upon termination of this Agreement, the Recipient shall, within thirty (30) days, refund to the Department any funds determined by the Department to have been expended in violation of this Agreement.

6. **Project Cost:**

    a. The estimated cost of the Project is $499,880.00 (Four Hundred Ninety-Nine Thousand Eight Hundred Eighty Dollars). This amount is based upon the Schedule of Financial Assistance in **Exhibit "B", Schedule of Financial Assistance**, attached and incorporated in this Agreement. The Schedule of Financial Assistance may be modified by execution of an amendment of the Agreement by the Parties.

    b. The Department agrees to participate in the Project cost up to the maximum amount of $499,880.00 (Four Hundred Ninety-Nine Thousand Eight Hundred Eighty Dollars) and, additionally the Department's participation in the Project shall not exceed 100% of the total cost of the Project, and as more fully described in **Exhibit "B"**. The Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of an amendment. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits incurred in connection with completion of the Project.

    c. The Department's participation in eligible Project costs is subject to, but not limited to:

        i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;

        ii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

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iii. Department approval of the Project scope and budget at the time appropriation authority becomes available.

7. Compensation and Payment:

a. The Department shall reimburse the Recipient for costs incurred to perform services described in the Project Description and Responsibilities in **Exhibit "A**", and as set forth in the Schedule of Financial Assistance in **Exhibit "B"**.

b. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**, Project Description and Responsibilities. Any changes to the deliverables shall require an amendment executed by both parties.

c. Invoices shall be submitted no more often than monthly and no less than quarterly by the Recipient in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable and verifiable deliverables as established in **Exhibit "A"**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursements. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.

d. If Recipient is considered a rural community or rural area of opportunity, as these terms are defined by Section 288.0656(2), Florida Statutes, Recipient may submit payment requests for eligible performance completed/costs incurred under this Agreement pursuant to **Exhibit "H", Alternative Advance Payment Financial Provisions**.

e. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.

f. Travel expenses are not compensable under this Agreement.

g. Payment shall only be made after receipt and approval of deliverables and costs incurred unless the payment is made under **Exhibit "H"** or advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed or paid under **Exhibit "H"**, to the extent of the non-performance. The Recipient will not be reimbursed or paid until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for any unpaid performance completed by the Recipient during the next billing period or as provided by **Exhibit "H",** Alternative Advance Payment Financial Provisions. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

Recipients receiving financial assistance from the Department should be aware of the following time frames. Inspection and approval of deliverables and costs incurred shall take no longer than 20 days

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from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables and costs incurred are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to a Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Recipient who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

h. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the Department for a proper audit of costs.

i. **Progress Reports.** Upon request, the Recipient agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

j. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

k. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

l. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's financial assistance for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Recipient. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.

m. In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

> "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal

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years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."

n. Any Project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Recipient in violation of this Agreement or any other applicable law or regulation, shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Recipient files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.

o. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the execution of this Agreement, costs incurred prior to issuance of a Notice to Proceed, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved Schedule of Financial Assistance in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

8. General Requirements:

The Recipient shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

a. The Recipient must obtain written approval from the Department prior to performing itself (through the efforts of its own employees) any aspect of the Project that will be funded under this Agreement.

☐ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).

b. The Recipient shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.

c. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

d. The Recipient shall have the sole responsibility for resolving claims and requests for additional work for the Project by the Recipient's contractors and consultants. No funds will be provided for payment of claims or additional work on the Project under this Agreement without the prior written approval of the claim or request for additional work by Department.

9. Contracts of the Recipient

a. The Department has the right to review and approve any and all third party contracts with respect to the Project before the Recipient executes any contract or obligates itself in any manner requiring the disbursement of Department funds under this Agreement, including consultant or construction contracts or amendments thereto. If the Department exercises this right and the Recipient fails to obtain such approval, the Department may deny payment to the Recipient. The Department may review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.

b. It is understood and agreed by the parties hereto that participation by the Department in a project that involves the purchase of commodities or contractual services or the purchasing of capital equipment or the equipping of facilities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 Florida Statutes, is contingent on the Recipient complying in full with the provisions of

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Chapter 287.057 Florida Statutes The Recipient shall certify to the Department that the purchase of commodities or contractual services has been accomplished in compliance with Chapter 287.057 Florida Statutes It shall be the sole responsibility of the Recipient to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B"**, or that are not consistent with the Project description and scope of services contained in **Exhibit "A"** must be approved by the Department prior to Recipient execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department.

c. Participation by the Department in a project that involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

d. If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

10. Design and Construction Standards and Required Approvals: In the event the Project includes construction the following provisions are incorporated into this Agreement:

a. The Recipient is responsible for obtaining all permits necessary for the Project.

b. In the event the Project involves construction on the Department's right-of-way, the Recipient shall provide the Department with written notification of either its intent to:

i. Award the construction of the Project to a Department prequalified contractor which is the lowest and best bidder in accordance with applicable state and federal statutes, rules, and regulations. The Recipient shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or

ii. Construct the Project utilizing existing Recipient employees, if the Recipient can complete said Project within the time frame set forth in this Agreement. The Recipient's use of this option is subject to approval by the Department.

c. The Recipient shall hire a qualified contractor using the Recipient's normal bid procedures to perform the construction work for the Project. For projects that are not located on the Department's right-of-way, the Recipient is not required to hire a contractor prequalified by the Department unless the Department notifies the Recipient prior to letting that they are required to hire a contractor prequalified by the Department.

d. The Recipient is responsible for provision of Construction Engineering Inspection (CEI) services. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant firm that includes one individual that has completed the Advanced Maintenance of Traffic Level Training. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall have the right to approve the CEI firm. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Subject to the approval of the Department, the Recipient may choose to satisfy the requirements set forth in this paragraph by either hiring a Department prequalified consultant firm or utilizing Recipient staff that meet the requirements of this paragraph, or a combination thereof.

e. The Recipient is responsible for the preparation of all design plans for the Project. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant for the design phase of the Project using the Recipient's normal procurement procedures to perform the design services for the Project.

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Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. All design work on the Project shall be performed in accordance with the requirements of all applicable laws and governmental rules and regulations and federal and state accepted design standards for the type of construction contemplated by the Project, including, as applicable, but not limited to, the applicable provisions of the Manual of Uniform Traffic Control Devices (MUTCD) and the AASHTO Policy on Geometric Design of Streets and Highways. If any portion of the Project will be located on, under, or over any Department-owned right-of-way, the Department shall review the Project's design plans for compliance with all applicable standards of the Department, as provided in **Exhibit "O", Terms and Conditions of Construction**, which is attached to and incorporated into this Agreement.

f. The Recipient shall adhere to the Department's Conflict of Interest Procedure (FDOT Topic No. 375-030-006).

g. The Recipient will provide copies of the final design plans and specifications and final bid documents to the Department's Construction Project Manager prior to commencing construction of the Project. The Department will specify the number of copies required and the required format.

h. The Recipient shall require the Recipient's contractor to post a payment and performance bond in accordance with applicable law.

i. The Recipient shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Recipient and Department standards.

j. Upon completion of the work authorized by this Agreement, the Recipient shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto and incorporated herein as **Exhibit "C", Engineers Certification of Completion**. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

k. The Recipient shall provide the Department with as-built plans of any portions of the Project funded through the Agreement prior to final inspection.

11. Maintenance Obligations: In the event the Project includes construction then the following provisions are incorporated into this Agreement:

a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

☒ shall

☐ shall not

maintain the improvements located on the Department right-of-way made for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the State funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D"**. This provision will survive termination of this Agreement.

12. State Single Audit: The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

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a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Recipient's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or the Auditor General.

b. The Recipient, a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:

i. In the event the Recipient meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "J", State Financial Assistance (Florida Single Audit Act)** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, 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.

ii. In connection with the audit requirements, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

iii. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Recipient's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).

iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

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Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, FL 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

vi. The Recipient, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.

vii. Upon receipt, and within six months, the Department will review the Recipient's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Recipient fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.

viii. As a condition of receiving state financial assistance, the Recipient shall permit the Department, or its designee, DFS or the Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, DFS or the Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department, or its designee, DFS or the Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

13. Restrictions, Prohibitions, Controls and Labor Provisions:

a. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

b. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public

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entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

c. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.

d. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

e. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

f. The Recipient shall:

i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Recipient during the term of the contract; and

ii. Expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor and subcontractor during the contract term.

g. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

h. In accordance with Section 787.06(13), Florida Statutes, the Recipient must verify its contractors or subcontractors are not engaged in coercion for labor or services.

14. Indemnification and Insurance:

a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.

b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's or the Recipient's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.

c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

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"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY].

The foregoing indemnification shall not constitute a waiver of the Department's or [RECIPIENT']'s sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

d. The Recipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultants have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.

e. If the Recipient elects to self-perform the Project, and such self-performance is approved by the Department in accordance with the terms of this Agreement, the Recipient may self-insure and proof of self-insurance shall be provided to the Department. If the Recipient elects to hire a contractor or consultant to perform the Project, then the Recipient shall, or cause its contractor or consultant to carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Recipient shall, or cause its contractor to cause the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than $1,000,000 for each occurrence and not less than a $5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Recipient is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

f. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Recipient shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than $2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than $6,000,000. The railroad shall also be

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added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

g. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

15. Miscellaneous:

a. In no event shall any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

b. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

c. The Recipient and the Department agree that the Recipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.

d. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

e. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.

f. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

g. The Department reserves the right to unilaterally terminate this Agreement for failure by the Recipient to comply with the provisions of Chapter 119, Florida Statutes.

h. The Recipient agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes

i. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Recipient agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

j. This Agreement does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

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16. Exhibits.

a. **Exhibits A, B, D, F, H,** and **J** are attached to and incorporated into this Agreement.

b. ☒ The Project will involve construction, therefore, **Exhibit "C"**, Engineer's Certification of Compliance is attached and incorporated into this Agreement.

c. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.

d. ☐ A portion or all of the Project will utilize the Department's right-of-way and, therefore, **Exhibit O**, **Terms and Conditions of Construction in Department Right-of-Way**, is attached and incorporated into this Agreement.

e. ☐ The following Exhibit(s), in addition to those listed in 16.a. through 16.f., are attached and incorporated into this Agreement: _____

f. Exhibit and Attachment List

Exhibit A: Project Description and Responsibilities
Exhibit B: Schedule of Financial Assistance
*Exhibit C: Engineer's Certification of Compliance
Exhibit D: Recipient Resolution
Exhibit F: Contract Payment Requirements
Exhibit H: Alternative Advance Payment Financial Provisions
Exhibit J: State Financial Assistance (Florida Single Audit Act)
*Exhibit K: Advance Project Reimbursement
*Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

*Additional Exhibit(s):
*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

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IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

RECIPIENT HARDEE COUNTY

By: _____

Name: _____

Title: _____

STATE OF FLORIDA,
DEPARTMENT OF TRANSPORTATION

By: _____

Name: _____

Title: _____

Legal Review:

By: _____ DS

Name: _____

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STATE-FUNDED GRANT AGREEMENT

FPN: 458709-1-54-01	Fund: GRSC Org Code: 55013030152	FLAIR Category: FLAIR Obj: 751000
FPN:	Fund: Org Code:	FLAIR Category: FLAIR Obj:
FPN:	Fund: Org Code:	FLAIR Category: FLAIR Obj:
County No:06	Contract No:	Vendor No: F596000632048

THIS STATE-FUNDED GRANT AGREEMENT ("Agreement") is entered into on _____, (This date to be entered by DOT only) by and between the State of Florida Department of Transportation, ("Department"), and Hardee County, ("Recipient"). The Department and the Recipient are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties".

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority:** The Department is authorized to enter into this Agreement pursuant to Sections 334.044, 334.044(7), and (*select the applicable statutory authority for the program(s) below):*
   - ☐ Section 339.2817 Florida Statutes, County Incentive Grant Program (CIGP), (ALN 55.008)
   - ☒ Section 339.2818 Florida Statutes, Small County Outreach Program (SCOP), (ALN 55.009)
   - ☐ Section 339.2816 Florida Statutes, Small County Road Assistance Program (SCRAP), (ALN 55.016)
   - ☐ Section 339.2819 Florida Statutes, Transportation Regional Incentive Program (TRIP), (ALN 55.026)
   - ☐ Insert Legal Authority , Insert Funding Program Name , Insert ALN Number

   The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"**, **Recipient Resolution**, and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in construction and construction engineering and inspection of the repairs to Griffin Road Bridge #060030, at Peace River between W Miller Road & E River Lane, as further described in **Exhibit "A", Project Description and Responsibilities**, attached to and incorporated into this Agreement ("Project"); to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.

3. **Term of the Agreement, Commencement and Completion of the Project:** This Agreement shall commence upon full execution by both Parties and the Recipient shall complete the Project on or before 06/30/2029. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The Recipient acknowledges that no funding for the Project will be provided by the State under this Agreement for work on the Project that is not timely completed and invoiced in accordance with the terms of this Agreement, or for work performed prior to full execution of the Agreement. Notwithstanding the expiration of the required completion date provided in this Agreement and the consequent potential unavailability of any unexpended portion of State funding to be provided under this Agreement, the Recipient shall remain obligated to complete all aspects of the Project identified in **Exhibit "A"** in accordance with the remaining terms of this Agreement, unless otherwise agreed by the Parties, in writing.

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Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Recipient for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Recipient shall not begin the construction phase of the Project until the Department issues a written Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Recipient shall request a Notice to Proceed from the Department.

4. **Amendments, Extensions and Assignment:** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be assigned, transferred or otherwise encumbered by the Recipient under any circumstances without the prior written consent of the Department.

5. **Termination or Suspension of Project:** The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable laws or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department may also terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.

    a. If the Department terminates the Agreement, the Department shall notify the Recipient of such termination in writing within thirty (30) days of the Department's determination to terminate the Agreement, with instructions as to the effective date of termination or to specify the stage of work at which the Agreement is to be terminated.

    b. The Parties to this Agreement may also terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions through mutual written agreement.

    c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.

    d. Upon termination of this Agreement, the Recipient shall, within thirty (30) days, refund to the Department any funds determined by the Department to have been expended in violation of this Agreement.

6. **Project Cost:**

    a. The estimated cost of the Project is $499,880.00 (Four Hundred Ninety-Nine Thousand Eigh Hunded Eighty Dollars). This amount is based upon the Schedule of Financial Assistance in **Exhibit "B", Schedule of Financial Assistance**, attached and incorporated in this Agreement. The Schedule of Financial Assistance may be modified by execution of an amendment of the Agreement by the Parties.

    b. The Department agrees to participate in the Project cost up to the maximum amount of $499,880.00 (Four Hundred Ninety-Nine Thousand Eigh Hunded Eighty Dollars) and, additionally the Department's participation in the Project shall not exceed 100% of the total cost of the Project, and as more fully described in **Exhibit "B"**. The Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of an amendment. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits incurred in connection with completion of the Project.

    c. The Department's participation in eligible Project costs is subject to, but not limited to:

        i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;

        ii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

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iii. Department approval of the Project scope and budget at the time appropriation authority becomes available.

7. Compensation and Payment:

a. The Department shall reimburse the Recipient for costs incurred to perform services described in the Project Description and Responsibilities in **Exhibit "A**", and as set forth in the Schedule of Financial Assistance in **Exhibit "B"**.

b. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**, Project Description and Responsibilities. Any changes to the deliverables shall require an amendment executed by both parties.

c. Invoices shall be submitted no more often than monthly and no less than quarterly by the Recipient in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable and verifiable deliverables as established in **Exhibit "A"**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursements. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.

d. If Recipient is considered a rural community or rural area of opportunity, as these terms are defined by Section 288.0656(2), Florida Statutes, Recipient may submit payment requests for eligible performance completed/costs incurred under this Agreement pursuant to **Exhibit "H", Alternative Advance Payment Financial Provisions**.

e. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.

f. Travel expenses are not compensable under this Agreement.

g. Payment shall only be made after receipt and approval of deliverables and costs incurred unless the payment is made under **Exhibit "H"** or advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed or paid under **Exhibit "H"**, to the extent of the non-performance. The Recipient will not be reimbursed or paid until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for any unpaid performance completed by the Recipient during the next billing period or as provided by **Exhibit "H",** Alternative Advance Payment Financial Provisions. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

Recipients receiving financial assistance from the Department should be aware of the following time frames. Inspection and approval of deliverables and costs incurred shall take no longer than 20 days

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from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables and costs incurred are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to a Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Recipient who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

h. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the Department for a proper audit of costs.

i. **Progress Reports.** Upon request, the Recipient agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

j. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

k. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

l. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's financial assistance for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Recipient. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.

m. In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

> "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal

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years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."

n. Any Project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Recipient in violation of this Agreement or any other applicable law or regulation, shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Recipient files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.

o. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the execution of this Agreement, costs incurred prior to issuance of a Notice to Proceed, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved Schedule of Financial Assistance in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

8. General Requirements:

The Recipient shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

a. The Recipient must obtain written approval from the Department prior to performing itself (through the efforts of its own employees) any aspect of the Project that will be funded under this Agreement.

☐ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).

b. The Recipient shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.

c. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

d. The Recipient shall have the sole responsibility for resolving claims and requests for additional work for the Project by the Recipient's contractors and consultants. No funds will be provided for payment of claims or additional work on the Project under this Agreement without the prior written approval of the claim or request for additional work by Department.

9. Contracts of the Recipient

a. The Department has the right to review and approve any and all third party contracts with respect to the Project before the Recipient executes any contract or obligates itself in any manner requiring the disbursement of Department funds under this Agreement, including consultant or construction contracts or amendments thereto. If the Department exercises this right and the Recipient fails to obtain such approval, the Department may deny payment to the Recipient. The Department may review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.

b. It is understood and agreed by the parties hereto that participation by the Department in a project that involves the purchase of commodities or contractual services or the purchasing of capital equipment or the equipping of facilities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 Florida Statutes, is contingent on the Recipient complying in full with the provisions of

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Chapter 287.057 Florida Statutes The Recipient shall certify to the Department that the purchase of commodities or contractual services has been accomplished in compliance with Chapter 287.057 Florida Statutes It shall be the sole responsibility of the Recipient to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B"**, or that are not consistent with the Project description and scope of services contained in **Exhibit "A"** must be approved by the Department prior to Recipient execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department.

c. Participation by the Department in a project that involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

d. If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

10. Design and Construction Standards and Required Approvals: In the event the Project includes construction the following provisions are incorporated into this Agreement:

a. The Recipient is responsible for obtaining all permits necessary for the Project.

b. In the event the Project involves construction on the Department's right-of-way, the Recipient shall provide the Department with written notification of either its intent to:

i. Award the construction of the Project to a Department prequalified contractor which is the lowest and best bidder in accordance with applicable state and federal statutes, rules, and regulations. The Recipient shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or

ii. Construct the Project utilizing existing Recipient employees, if the Recipient can complete said Project within the time frame set forth in this Agreement. The Recipient's use of this option is subject to approval by the Department.

c. The Recipient shall hire a qualified contractor using the Recipient's normal bid procedures to perform the construction work for the Project. For projects that are not located on the Department's right-of-way, the Recipient is not required to hire a contractor prequalified by the Department unless the Department notifies the Recipient prior to letting that they are required to hire a contractor prequalified by the Department.

d. The Recipient is responsible for provision of Construction Engineering Inspection (CEI) services. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant firm that includes one individual that has completed the Advanced Maintenance of Traffic Level Training. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall have the right to approve the CEI firm. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Subject to the approval of the Department, the Recipient may choose to satisfy the requirements set forth in this paragraph by either hiring a Department prequalified consultant firm or utilizing Recipient staff that meet the requirements of this paragraph, or a combination thereof.

e. The Recipient is responsible for the preparation of all design plans for the Project. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant for the design phase of the Project using the Recipient's normal procurement procedures to perform the design services for the Project.

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Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. All design work on the Project shall be performed in accordance with the requirements of all applicable laws and governmental rules and regulations and federal and state accepted design standards for the type of construction contemplated by the Project, including, as applicable, but not limited to, the applicable provisions of the Manual of Uniform Traffic Control Devices (MUTCD) and the AASHTO Policy on Geometric Design of Streets and Highways. If any portion of the Project will be located on, under, or over any Department-owned right-of-way, the Department shall review the Project's design plans for compliance with all applicable standards of the Department, as provided in **Exhibit "O", Terms and Conditions of Construction**, which is attached to and incorporated into this Agreement.

f. The Recipient shall adhere to the Department's Conflict of Interest Procedure (FDOT Topic No. 375-030-006).

g. The Recipient will provide copies of the final design plans and specifications and final bid documents to the Department's Construction Project Manager prior to commencing construction of the Project. The Department will specify the number of copies required and the required format.

h. The Recipient shall require the Recipient's contractor to post a payment and performance bond in accordance with applicable law.

i. The Recipient shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Recipient and Department standards.

j. Upon completion of the work authorized by this Agreement, the Recipient shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto and incorporated herein as **Exhibit "C", Engineers Certification of Completion**. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

k. The Recipient shall provide the Department with as-built plans of any portions of the Project funded through the Agreement prior to final inspection.

11. Maintenance Obligations: In the event the Project includes construction then the following provisions are incorporated into this Agreement:

a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

☒ shall

☐ shall not

maintain the improvements located on the Department right-of-way made for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the State funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D"**. This provision will survive termination of this Agreement.

12. State Single Audit: The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

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a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Recipient's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or the Auditor General.

b. The Recipient, a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:

i. In the event the Recipient meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "J", State Financial Assistance (Florida Single Audit Act)** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, 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.

ii. In connection with the audit requirements, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

iii. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Recipient's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).

iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

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Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, FL 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

vi. The Recipient, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.

vii. Upon receipt, and within six months, the Department will review the Recipient's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Recipient fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.

viii. As a condition of receiving state financial assistance, the Recipient shall permit the Department, or its designee, DFS or the Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, DFS or the Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department, or its designee, DFS or the Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

13. Restrictions, Prohibitions, Controls and Labor Provisions:

a. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

b. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public

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entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

c. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.

d. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

e. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

f. The Recipient shall:

i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Recipient during the term of the contract; and

ii. Expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor and subcontractor during the contract term.

g. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

h. In accordance with Section 787.06(13), Florida Statutes, the Recipient must verify its contractors or subcontractors are not engaged in coercion for labor or services.

14. Indemnification and Insurance:

a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.

b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's or the Recipient's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.

c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

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"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY].

The foregoing indemnification shall not constitute a waiver of the Department's or [RECIPIENT']'s sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

d. The Recipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultants have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.

e. If the Recipient elects to self-perform the Project, and such self-performance is approved by the Department in accordance with the terms of this Agreement, the Recipient may self-insure and proof of self-insurance shall be provided to the Department. If the Recipient elects to hire a contractor or consultant to perform the Project, then the Recipient shall, or cause its contractor or consultant to carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Recipient shall, or cause its contractor to cause the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than $1,000,000 for each occurrence and not less than a $5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Recipient is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

f. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Recipient shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than $2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than $6,000,000. The railroad shall also be

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added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

g. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

15. Miscellaneous:

a. In no event shall any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

b. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

c. The Recipient and the Department agree that the Recipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.

d. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

e. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.

f. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

g. The Department reserves the right to unilaterally terminate this Agreement for failure by the Recipient to comply with the provisions of Chapter 119, Florida Statutes.

h. The Recipient agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes

i. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Recipient agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

j. This Agreement does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

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16. Exhibits.

a. **Exhibits A, B, D, F, H,** and **J** are attached to and incorporated into this Agreement.

b. ☒ The Project will involve construction, therefore, **Exhibit "C"**, Engineer's Certification of Compliance is attached and incorporated into this Agreement.

c. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.

d. ☐ A portion or all of the Project will utilize the Department's right-of-way and, therefore, **Exhibit O**, **Terms and Conditions of Construction in Department Right-of-Way**, is attached and incorporated into this Agreement.

e. ☐ The following Exhibit(s), in addition to those listed in 16.a. through 16.f., are attached and incorporated into this Agreement: _____

f. Exhibit and Attachment List

Exhibit A: Project Description and Responsibilities
Exhibit B: Schedule of Financial Assistance
*Exhibit C: Engineer's Certification of Compliance
Exhibit D: Recipient Resolution
Exhibit F: Contract Payment Requirements
Exhibit H: Alternative Advance Payment Financial Provisions
Exhibit J: State Financial Assistance (Florida Single Audit Act)
*Exhibit K: Advance Project Reimbursement
*Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

*Additional Exhibit(s):
*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

The remainder of this page intentionally left blank.

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IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

RECIPIENT HARDEE COUNTY

By: _____

Name: _____

Title: _____

STATE OF FLORIDA,
DEPARTMENT OF TRANSPORTATION

By: _____

Name: _____

Title: _____

Legal Review:

By: _____

Name: _____

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EXHIBIT A

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 458709-1-54-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and

Hardee County (the Recipient)

PROJECT LOCATION:

☐ The project is on the National Highway System.

☐ The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: Approximately 0.001 miles, MP 0.927 to 0.928

PROJECT DESCRIPTION: The purpose of this exhibit is to describe the scope of work and the responsibilities of Hardee County in connection with tconstruction and construction engineering and inspection of the repairs to Griffin Road Bridge #060030, at Peace River between W Miller Road & E River Lane.

The general objective is for Hardee County to provide contract administration, construction oversight, management services, and quality acceptance reviews for all work associated with the project. The services performed shall be in accordance with applicable Department criteria, the FDOT Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways, and applicable City, County, and permitting agency manuals, guidelines, and specifications.

Specifically and non inclusive, the following are included in the Scope of Services

1. Mobilize personnel, equipment, and materials necessary to complete the bridge pile repairs.
2. Provide and maintain traffic control necessary to safely perform the work within the project limits.
3. Install standard integral structural pile jackets on four deteriorated steel piles at Bent 5 of Bridge No. 060030.
4. Install cathodic protection systems for the four structural pile jackets.
5. Perform the miscellaneous structural steel rehabilitation required for the pile-jacket repairs in accordance with the approved construction plans and specifications.
6. Provide prevention, control, and abatement of erosion and water pollution during construction, including measures necessary for work within and adjacent to the Peace River.
7. Coordinate construction activities with utility owners where applicable. Utility relocation is not included because the application identifies no existing utility conflicts.
8.Restore areas disturbed by construction, including placement of performance turf or sod where required.
9. Complete the work within the existing Griffin Road right-of-way. Right-of-way acquisition is not included.

Construction Engineering and Inspection

10. Provide CEI services for administration, inspection, materials verification, documentation, and acceptance of the construction work in accordance with the approved plans, specifications, contract documents, and applicable FDOT requirements.
11. Observe and document construction of the pile jackets, cathodic protection systems, miscellaneous structural steel rehabilitation, traffic control, erosion-control measures, and site restoration.
12. Review construction materials, certifications, test results, shop drawings, and contractor submittals for compliance with the contract documents, as applicable.

13. Measure and document completed quantities, review contractor pay requests, maintain required construction records, and support resolution of construction issues and contract changes.
14.Perform project closeout activities, including final inspection, preparation of the punch list, verification of corrective work, reconciliation of quantities, and assembly of final construction records..

SPECIAL CONSIDERATIONS BY RECIPIENT:

The Recipient is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

a) Construction complete by June 30, 2029.

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:
Upon receipt of an invoice, the Department will have twenty, (20) working days to review and approve the goods and services submitted for payment.

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EXHIBIT B
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS:	FINANCIAL PROJECT NUMBER:
Hardee County	458709-1-54-01

PHASE OF WORK by Fiscal Year:		MAXIMUM PARTICIPATION (1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	Indicate source of Local funds
Design- Phase 34 FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Design Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
Right-of-Way- Phase 44 FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Right-of-Way Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
Construction- Phase 54 FY: **2026/2027**	Maximum Department Participation (GRSC)	$499,880.00	$	$499,880.00	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Construction Cost	$499,880.00 100.00%	$ 0.00 %	$499,880.00 100.00%	
Construction Engineering and Inspection - Phase 64 FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Construction Engineering and Inspection Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
(Phase :) FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
	TOTAL COST OF THE PROJECT	$499,880.00	$ 0.00	$499,880.00	

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:
I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Holly Halt
District Grant Manager Name

Signed by:
133936697A4144B...
10/13/2026 | 3:14 PM EDT

Signature Date

Docusign Envelope ID: 9AD3BA0D-7F19-89AF-8028-21F83BA7A7AD

EXHIBIT C

ENGINEER'S CERTIFICATION OF COMPLIANCE

Engineer's Certification of Compliance. The Recipient shall complete and submit the following Notice of Completion and, if applicable, Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

NOTICE OF COMPLETION

STATE-FUNDED GRANT AGREEMENT
Between
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and HARDEE COUNTY

PROJECT DESCRIPTION:GRIFFIN ROAD BRIDGE #060030

FPID#: 458709-1-54-01

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of _____, 20__.

By: _____

Name: _____

Title: _____

ENGINEER'S CERTIFICATION OF COMPLIANCE

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification the Recipient shall furnish the Department a set of "as-built" plans certified by the Engineer of Record/CEI.

By: _____, _____ P.E.

SEAL:

Name: _____

Date: _____

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EXHIBIT D

RECIPIENT RESOLUTION

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

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EXHIBIT F

CONTRACT PAYMENT REQUIREMENTS
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

Salaries: Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

Fringe benefits: Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

Travel: Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

Other direct costs: Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

Indirect costs: If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

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Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf.

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EXHIBIT H

ALTERNATIVE ADVANCE PAYMENT FINANCIAL PROVISIONS

Note: When Recipient meets the definition of a rural community or Rural Area of Opportunity, as these terms are defined by **Section 288.0656(2), F.S.,** *or is considered a " governmental entity" authorized by the Department's Comptroller under* ***Section 334.044(29), F.S.,*** *as eligible for Alternative Advance Payment. The agreement for these entities must include the following language or exhibit.*

The process for requesting and obtaining approval for an alternative advance payment for "other governmental entities" is included in the ***Disbursement Handbook for Employees and Managers.*** *The Department's Comptroller or designee must approve any modifications to the provisions. Please see* ***Financial Provisions for All Department Funded Agreements Procedure (FDOT Topic No. 350-020-301) Section 1.1*** *and* ***4*** *for alternative advance pay guidelines.*

---

1. The amount of the invoice submitted to the Department for verified and eligible costs incurred by the Recipient or invoiced by the Recipient's contractor(s) and/or consultant(s) does not exceed the total amount of the costs incurred by the Recipient or invoice(s) received from the Recipient's contractor(s) or consultant(s).

2. All invoices received from the Recipient clearly separate any cost(s) incurred by the Recipient or the Recipient's contractor(s) or consultant(s) for eligible costs and performance under the terms and conditions of this Agreement.

3. All invoices submitted to the Department provide complete documentation, including copies of all contractor or consultant invoices when applicable and the date(s) the authorized work was performed and accepted by the Recipient, in sufficient detail to substantiate the eligibility of the cost(s) and performance covered by the Recipient's Invoice.

4. The Recipient has certified, on each invoice, that the costs incurred by the Recipient or invoiced by the Recipient's contractor(s) and/or consultant(s) are valid and have been incurred in performance of eligible work under the terms and conditions of this Agreement.

5. Each invoice subsequent to the first invoice submitted by the Recipient includes the Recipient's certification that all previously invoiced costs have been paid by the Recipient.

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EXHIBIT J

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Awarding Agency: Florida Department of Transportation

State Project Title and ALN Number:

- ☐ County Incentive Grant Program (CIGP), (ALN 55.008)
- ☒ Small County Outreach Program (SCOP), (ALN 55.009)
- ☐ Small County Road Assistance Program (SCRAP), (ALN 55.016)
- ☐ Transportation Regional Incentive Program (TRIP), (ALN 55.026)
- ☐ Insert Program Name, Insert ALN Number

***Award Amount:** $499,880.00

*The state award amount may change with supplemental agreements

Specific project information for ALN Number is provided at: https://apps.fldfs.com/fsaa/searchCatalog.aspx

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for ALN Number are provided at: https://apps.fldfs.com/fsaa/searchCompliance.aspx

The State Projects Compliance Supplement is provided at: https://apps.fldfs.com/fsaa/compliance.aspx

AGENDA ITEM NO. 15.E

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	November 17, 2026
SUBMITTED BY:	Brandy Crawford, Budget and Finance
ITEM TYPE:	Business Agenda - Action Items
AGENDA SECTION:	**BUSINESS AGENDA - Action Items:**
SUBJECT:	**Diane Moore, Budget Manager -** Resolution 2027-08 - Budget Amendments

SUGGESTED ACTION:

- Motion to approve Resolution 2027-08, A Resolution of the Board of County Commissioners of Hardee County, Florida, approving a budget amendment to the fiscal year 2025-2026 budget; providing for authorization and for an effective date.

ATTACHMENTS:

Annual Amendments Res 2027-08.docx
FY26 Annual Amendments.pdf

HARDEE COUNTY
RESOLUTION NO. 2027-08

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HARDEE COUNTY, FLORIDA APPROVING A BUDGET AMENDMENT TO THE FISCAL YEAR 2025-2026 BUDGET; PROVIDING FOR AUTHORIZATION AND FOR AN EFFECTIVE DATE.

WHEREAS, on September 23, 2025, the Hardee County (the "County") Board of County Commissioners (the "BOCC") adopted the Budget for Fiscal Year 2025-2026 at a duly noticed public hearing; and

WHEREAS, Sections 129.06(2)(a) and 129.01(2)(b), Florida Statutes, authorizes adjustments for line-item over/under expenditures and appropriations from the reserves for contingency to be made for any lawful purpose upon approval of the BOCC; and

WHEREAS, Resolution No. 00-31 authorizes the County Budget Officer to make necessary intra-departmental budget amendments, as necessary; and

WHEREAS, in order to ensure a balanced budget, it is necessary to make the reserve and expenditure adjustments as provided in the attached amendment forms (Exhibit "A"); and

WHEREAS, the proposed amendments provided for in Exhibit "A" are needed to meet Florida law; and

WHEREAS, the BOCC finds approval and adoption of the Budget Amendments (Exhibit "A") is in the best interest of the County.

NOW THEREFORE BE IT RESOLVED, by the Board of County Commissioners of Hardee County, Florida as follows:

SECTION 1. The foregoing recitals are hereby adopted and incorporated by reference as part of this Resolution.

SECTION 2. The Budget Amendments provided for in Exhibit "A" are hereby approved and adopted.

SECTION 3. The Chairperson and County Manager or designee are directed to take any and all action necessary to accomplish the Budget Amendment (Exhibit "A") and purposes of this Resolution.

SECTION 4. This Resolution shall become effective immediately upon its adoption.

APPROVED AND ADOPTED this ____ day of _____, 2026 at a regular meeting of The Board of County Commissioners of Hardee County, Florida.

THE BOARD OF COUNTY COMMISSIONERS OF
HARDEE COUNTY, FLORIDA

Noey Flores, Chairman

ATTEST:

Victoria L. Rogers
Ex-Officio Clerk to the Board of County Commissioners

APPROVED AS TO FORM:

Sarah Allen, County Attorney

2025-2026 1st Quarter Budget
Amendments

Amendments are in Orange | *Contingency are in yellow*

Amendment #	Date	Department	Account #	Classification	Increase	Decrease	Batch #
26-01	10/13/2025	Grants Management	135-554-031-0	Ship Professional Services	$ 6,476.00		112258
			135-554-012-0	Regular Salaries		$ 3,000.00	
			135-554-023-0	Life/Health Insurance		$ 3,000.00	
			135-554-052-0	Operating		$ 476.00	
26-02	10/17/2025	Courts	103-713-244-00	Public Def ITS - Rentals/Leases	$ 400.00		112374
			103-713-246-00	Public Def ITS - Repair & Maintenance		$ 400.00	
26-03	10/17/2025	Disaster	111-525-363-00	Ian Infrastructure	$ 1,000,000.00		112375
			111-525-331-01	Ian Professional Services		$ 1,000,000.00	
26-04	10/23/2025	Marketing	001-552-154-0	Marketing - Books, Dues, Subscriptions	$ 2,625.00		112535
			001-552-149-0	Marketing - Other Current Charges		$ 2,500.00	
			001-552-151-0	Marketing - Office Supplies		$ 125.00	
26-05	10/24/2025	Transportation Trust	102-541-042-0	TT - Freight & Postage	$ 2,000.00		112597
			102-541-046-0	TT - Repair & Maintenance		$ 2,000.00	
26-06	10/24/2025	Utilities-Grants Management	402-334-350-0	Wh State Appropriation	$ 1,530,031.00		112605
			402-334-350-1	WH Reg WW Master Design		$ 1,530,031.00	
26-07	10/30/2025	Transportation Trust	102-541-564-0	Cap Projects - Machinery & Equipment	$ 1,260.00		112781
			102-541-552-0	Cap Projects - Operating Supplies		$ 1,260.00	
26-08	11/4/2025	Parks and Recreation	001-572-244-0	Rentals & Leases	$ 160.00		112917
			001-572-252-0	Operating Supplies		$ 160.00	
26-09	11/5/2025	Solid Waste	403-534-062-0	SW Buildings	$ 8,880.00		112958
			403-534-046-0	SW Repair & Maintenance		$ 8,880.00	
26-10	11/6/2025	Fine and Forfeiture - Facilities	103-712-052-0	FF Facilities - Operating Supplies	$ 7,500.00		112990
			103-712-031-0	FF Facilities - Professional Services		$ 7,500.00	
26-11	11/6/2025	Grants Management	135-337-700-05	EDA Hardee Parks WiFi		$ 81,428.59	112998
			135-572-063-05	EDA Hardee Parks WiFi		$ 81,428.59	
26-12	11/7/2025	Procurement	001-513-549-0	Other Current Charges	$ 100.00		113017
			001-513-551-0	Office Supplies		$ 100.00	
26-13	11/13/2025	Courts ITS	103-713-464-00	Courts ITS - Machinery/Equipment	$ 1,882.00		113168
			103-713-452-00	Courts ITS - Operating Supplies		$ 1,882.00	
26-14	11/14/2025	Procurement	001-513-547-0	Procurement - Printing & Binding	$ 30.00		113209
			001-513-551-0	Procurement - Office Supplies		$ 30.00	
26-15	11/17/2025	Zoning	001-515-047-0	Zoning - Printing/Binding	$ 23.00		113248
			001-515-054-0	Zoning - Books/Dues/Subscriptions		$ 23.00	
26-16	11/18/2025	Parks & Recreation	001-572-464-0	HL - Machinery/Equipment	$ 2,208.00		113275
			001-572-446-0	HL - Repair & Maintenance		$ 2,208.00	
26-17	11/20/2025	Grants Management	135-554-054-0	Ship - Books, Dues, and Subscriptions	$ 6,972.61		113336
			135-554-012-0	Regular Salaries		$ 4,972.61	
			135-554-055-0	Training		$ 2,000.00	
26-18	11/21/2025	Grants Management	135-554-034-0	Ship - Rehab	$ 20,000.00		113390
			135-554-049-1	Ship Financial Assistance		$ 20,000.00	
26-19	11/24/2025	Zoning	001-515-047-0	Zoning - Printing/Binding	$ 5.00		113442
			001-515-054-0	Zoning - Books/Dues/Subscriptions		$ 5.00	
26-20	11/25/2025	Procurement	001-513-549-0	Other Current Charges	$ 500.00		113448
			001-513-552-0	Operating Supplies	$ 1,000.00		

2025-2026 1st Quarter Budget
Amendments

Amendments are in Orange | *Contingency are in yellow*

Amendment #	Date	Department	Account #	Classification	Increase	Decrease	Batch #
			001-513-555-0	Training	$ 1,500.00		
			001-513-564-0	Machinery / Equipment		$ 1,500.00	
			001-513-562-0	Building		$ 1,500.00	
26-21	11/25/2025	Zoning	001-515-042-0	Freight & Postage	$ 300.00		113455
			001-515-031-0	Professional Services		$ 300.00	
26-22	12/1/2025	Transportation Trust	102-541-531-0	Capital Projects - Professional Services	$ 25,000.00		113532
			102-541-264-0	Shop - Machinery / Equipment		$ 14,991.00	
			102-541-064-0	Road & Bridge - Machinery / Equipment		$ 10,009.00	
26-23	12/3/2025	Solid Waste	403-534-068-0	Intangible Assets	$ 3,894.00		113618
			403-534-064-0	Machinery & Equipment		$ 3,894.00	
26-24	12/3/2025	Transportation Trust	102-541-042-0	TT- Freight & Postage	$ 4,658.00		113620
			102-541-063-0	TT- Infrastructure		$ 4,658.00	
26-25	12/04/25	Grants Management	135-554-054-0	Ship- Books, Dues, Subscriptions	$ 300.00		113634
			135-554-042-0	Ship - Freight & Postage		$ 300.00	
26-26	12/4/2025	Grants Management	402-337-300-0	EDA Phase 5&6		$ 91,000.36	113672
			402-533-263-09	EDA Phase 5&6		$ 91,000.36	
26-27	12/4/2025	Grants Management	402-337-300-0	EDA Phase 7		$ 4,720.00	113674
			402-533-263-11	EDA Phase 7 Water	$ 91,523.66		
			402-535-263-11	EDA Phase 7 Wastewater		$ 96,243.66	
26-28	12/4/2025	Grants Management	135-331-500-11	US17 Corridor Study	$ 22,766.00		113675
			135-552-031-01	US17 Corridor Study	$ 22,766.00		
26-29	12/4/2025	Grants Management	135-334-200-02	EOC - State Appropriations	$ 321,340.70		113677
			135-525-062-00	EOC - Buildings	$ 321,340.70		
26-30	12/4/2025	Grants Management	107-334-200-06	Fire Marshal Grant - Station One	$ 51,796.15		113678
			107-522-062-06	Fire Marshal Grant - Station One	$ 51,796.15		
26-31	12/4/2025	Grants Management	402-334-350-0	WH - State Appropriation	$ 28,782.44		113679
			402-533-263-10	State Appropriation Phase 7 - Water	$ 9,992.95		
			402-535-263-10	State Appropriation Phase 7 - Wastewater	$ 18,789.49		
26-32	12/4/2025	Grants Management	402-334-350-1	WH Reg WW Master Design		$ 696,486.94	113681
			402-533-263-15	State Appropriation Phase 8 - Water		$ 229,791.43	
			402-535-263-15	State Appropriation Phase 8 - Wastewater		$ 466,695.51	
26-33	12/4/2025	Grants Management	135-399-000-0	Ship - Cash Forward	$ 750,634.18		113683
			135-554-012-0	Ship Regular Salaries	$ 25,572.03		
			135-554-021-0	Ship FICA	$ 975.06		
			135-554-021-1	Ship Medicare	$ 269.39		
			135-554-022-0	Ship Retirement	$ 2,268.90		
			135-554-023-0	Ship Insurance	$ 3,276.13		
			135-554-040-0	Ship Travel	$ 834.14		
			135-554-041-0	Ship Communications	$ 209.79		
			135-554-046-0	Ship Repair & Maintenance	$ 46.65		
			135-554-054-0	Ship Books, Dues, and Subscriptions	$ 70.90		
			135-554-052-0	Ship Operating	$ 476.00		
			135-554-055-0	Ship Training	$ 2,666.89		
			135-554-034-0	Ship Rehabilitation	$ 713,968.30		
26-34	12/5/2025	Grants Management	135-337-700-02	EDA Hardee Parks Infrastructure	$ 66,100.77		113686
			135-572-063-02	EDA Hardee Parks Infrastructure	$ 66,100.77		
26-35	12/5/2025	Grants Management	135-334-200-07	State Appropriations Comm Tower	$ 1,388,070.81		113687

2025-2026 1st Quarter Budget
Amendments

Amendments are in Orange

Contingency are in yellow

Amendment #	Date	Department	Account #	Classification	Increase	Decrease	Batch #
			135-521-362-01	State Appropriations Comm Tower	$ 1,388,070.81		
26-36	12/5/2025	Grants Management	135-334-200-09	DEP Resilient FL Vulnerability Assess.	$ 55,000.00		113691
			135-525-031-02	Vulnerability Assess Professional Serv.	$ 55,000.00		
26-37	12/5/2025	Parks & Recreation	001-572-242-0	Parks & Rec- Freight	$ 70.00		113693
			001-572-652-0	Museum - Operating		$ 70.00	
26-38	12/8/2025	Fine & Forfeiture	103-712-042-0	FF Facilities - Freight & Postage	$ 20.00		113734
			103-712-052-0	FF Facilities - Operating Supplies		$ 20.00	
26-39	12/8/2025	Disaster	111-525-362-00	Ian - Buildings	$ 54,490.00		113738
			111-525-331-01	Ian - Professional Services		$ 54,490.00	
26-40	12/10/2025	Zoning	001-515-052-50	Zoning-OP Supplies FUEL	$ 70.00		113829
			001-515-052-0	Zoning-OP Supplies		$ 70.00	
26-41	12/10/2025	Vandolah Enterprise	401-535-052-50	Van Ent - Op Supplies FUEL	$ 1,200.00		113832
			401-535-052-0	Van Ent - Op Supplies		$ 1,200.00	
26-42	12/10/2025	Transportation Trust	102-541-452-50	OSA - Operating Supplies FUEL	$ 175,000.00		113833
			102-541-452-00	OSA - Operating Supplies		$ 175,000.00	
26-43	12/10/2025	Grants Management	135-537-152-50	SCG - Operating Supplies FUEL	$ 1,116.00		113835
			135-537-152-02	SCG - Operating Supplies		$ 1,116.00	
26-44	12/10/2025	Grants Management	135-554-052-50	SHIP - Operating Supplies FUEL	$ 200.00		113836
			135-554-052-0	SHIP - Operating Supplies		$ 200.00	
26-45	12/15/2025	Disaster	111-525-563-00	Milton Infrastructure	$2,325,297.00		113896
			111-525-331-01	Ian Professional Services		$2,325,297.00	
26-46	12/16/2025	Parks & Recreation	001-572-244-0	Rentals and Leases	$ 900.00		113914
			001-572-252-0	Operating		$ 900.00	
26-45	12/16/2025	Disaster	111-525-563-05	Milton - NRCS Peace River Stabilization	$ 2,325,297.00		113896
			111-525-331-01	Ian - Professional Services		$ 2,325,297.00	
26-46	12/16/2025	Parks & Recreation	001-572-244-0	Rentals & Leases	$ 900.00		113914
			001-572-252-0	Operating		$ 900.00	
26-47	12/17/2025	Grants Management	135-554-054-0	Ship - Books, Dues, and Subscriptions	$ 1,200.00		113951
			135-554-012-0	Regular Salaries		$ 1,200.00	
26-48	12/19/2025	Marketing	001-552-148-0	Promotions	$ 5,000.00		114025
			001-552-141-0	Communications		$ 5,000.00	
26-49	12/19/2025	Grants Management	135-331-700-02	DEO RIF Pioneer Park W/WW Expansion		$ 105,500.00	114026
			135-572-063-03	DEO RIF Pioneer Park W/WW Expansion		$ 105,500.00	
26-50	12/19/2025	OMB	001-369-900-00	Mining Contribution	$ 2,000,000.00		114028
			001-552-000-0	Industrial Development Authority	$ 2,000,000.00		
26-51	12/30/2025	Transportation Trust	102-541-246-0	Shop Maint-Repair/Maintenance	$ 57,155.21		114181
			102-541-231-0	Shop Maint-Professional Services		$ 57,155.21	

2025-2026 2nd Quarter
Budget Amendments

Amendments are in Orange

Contingency are in yellow

Amendment #	Date	Department	Account #	Classification	Increase	Decrease	Batch #
26-52	1/5/2026	General Fund	001-513-000-0	Property Appraiser Requisition	$ 5,784.00		114234
			001-519-281-01	City of Bowling Green CRA		$ 5,784.00	
26-53	1/20/2026	ITS	001-516-054-0	ITS Dues & Subscriptions	$ 1,000.00		114468
			001-516-031-0	ITS Professional Services		$ 1,000.00	
26-54	1/13/2026	Code Enforcement	001-529-054--00	Code Enf-Dues & Subscriptions	$ 394.51		114626
			001-529-052-00	Code Enf-OP Supplies		$ 394.51	
26-55	1/13/2026	Marketing	001-552-154-0	Mktg-Dues & Subscriptions	$ 394.51		114629
			001-552-155-0	Mktg-Training		$ 394.51	
26-56	1/13/2026	Pioneer Park	001-572-554-0	Pioneer Pk-Dues & Subscriptions	$ 197.25		114631
			001-572-547-0	Pioneer Pk-Printing & Binding		$ 197.25	
26-57	1/13/2026	Probation	103-733-154-0	Probation-Dues & Subscriptions	$ 230.00		114594
			103-733-152-0	Probation-OP Supplies		$ 230.00	
26-58	1/16/2026	Grants Management	402-337-300-17	EDA Phase 9 Wastewater	$ 250,000.00		114542
			402-535-263-17	EDA Phase 9 Wastewater	$ 250,000.00		
26-59	1/16/2026	Grants Management	135-331-500-07	HMGP Sheriff's Office Generator		$ 602,756.00	114543
			135-331-500-04	HMGP SFSC Lift Station Generator		$ 10,345.50	
			135-331-500-03	HMGP Building Department Generator		$ 7,479.00	
			135-331-500-05	HMGP Vandolah Lift Station Generator		$ 50,490.00	
			135-381-000-08	Transfer from WH Utilities		$ 1,149.50	
			135-381-000-07	Transfer from Vandolah		$ 5,610.00	
			135-381-000-00	GF Grant Contribution		$ 67,804.00	
			135-521-264-0	HMGP Sheriff's Office Generator		$ 669,729.00	
			135-535-164-0	HMGP SFSC Lift Station Generator		$ 11,495.00	
			135-524-164-0	HMGP Building Department Generator		$ 8,310.00	
			135-535-164-1	HMGP Vandolah Lift Station Generator		$ 56,100.00	
26-60	1/20/2026	Disaster	111-525-549-01	Milton Return Funds	$ 684,388.04		114591
			111-525-331-01	Ian Professional Services		$ 684,388.04	
26-61	1/21/2026	Transportation Trust	102-541-042-0	Freight & Postage	$ 2,000.00		114618
			102-541-053-0	Road Materials		$ 2,000.00	
26-62	1/27/2026	Transportation Trust	102-541-055-0	TT -Training	$ 8,000.00		114754
			102-541-064-0	TT - Machinery & Equipment		$ 8,000.00	
26-63	1/27/2026	Transportation Trust	102-541-554-0	Cap Proj - Books, Dues, Subscriptions	$ 19,000.00		114760
			102-541-262-0	Shop Maintenance - Buildings		$ 19,000.00	
26-64	1/27/2026	Library	001-571-052-0	Library - Operating Supplies	$ 1,300.00		114761
			001-571-042-0	Library -Freight and Postage	$ 195.00		
			001-571-062-0	Library - Buildings		$ 1,495.00	
26-65	1/27/2026	Transportation Trust	102-541-554-0	Cap Proj- Books, Dues, Subscriptions	$ 26,204.00		114773
			102-541-531-0	Cap Proj- Professional Services		$ 26,204.00	
26-66	1/29/2026	Mining	109-519-664-00	Mining - Machinery & Equipment	$ 2,000.00		114834
			109-519-652-00	Mining -Operating Supplies		$ 2,000.00	
26-67	2/2/2026	Disaster	111-525-564-00	Milton Equipment	$ 30,000.00		114880
			111-525-546-00	Milton Repair & Maintenance		$ 30,000.00	
26-68	2/5/2026	IT/GIS	001-516-042-0	Freight & Postage	$ 2,000.00		115015
			001-516-031-0	Professional Services		$ 2,000.00	

2025-2026 2nd Quarter
Budget Amendments

Amendments are in Orange

Contingency are in yellow

Amendment #	Date	Department	Account #	Classification	Increase	Decrease	Batch #
26-69	2/5/2026	Grants Management	135-331-200-01	JAG CW	$ 88,277.00		115016
			135-521-000-00	Sheriff Allocation	$ 88,277.00		
26-70	2/6/2026	Zoning	001-515-048-0	Promotional	$ 500.00		115038
			001-515-031-0	Professional Services		$ 500.00	
26-71	2/9/2026	Facilities	001-519-414-0	Fac Mgmt Overtime	$ 15,000.00		115068
			001-519-446-0	Fac Mgmt Repair & Maintenance		$ 15,000.00	
26-72	2/9/2026	FF Facilities	103-712-049-0	FF Facilities - Other Current Charges	$ 360.00		115070
			103-712-052-0	FF Facilities - Operating Supplies		$ 360.00	
26-73	2/10/2026	Procurement	001-513-549-0	Other Current Charges	$ 99.00		115087
			001-513-531-0	Professional Services	$ 16.00		
			001-513-564-0	Machinery & Equipment		$ 115.00	
26-74	2/10/2026	Probation	103-733-154-0	Books, Dues, and Subscriptions	$ 10,000.00		115095
			103-733-131-0	Professional Services		$ 10,000.00	
26-75	2/12/2026	Tourism	112-559-049-00	Other Current Charges	$ 242.00		115154
			112-559-054-00	Books, Dues, and Subscriptions		$ 242.00	
26-76	2/12/2026	Capital Projects	102-541-552-50	Cap Projects - Operating Supplies Fuel	$ 1,000.00		115161
			102-541-552-0	Cap Projects - Operating Supplies		$ 1,000.00	
26-77	2/13/2026	Parks & Recreation	001-572-244-0	Rentals & Leases	$ 2,541.00		115190
			001-572-240-0	Travel		$ 2,541.00	
26-78	2/13/2026	Parks & Recreation	001-572-652-0	Museum Operating Supplies	$ 6,700.00		115203
			001-572-664-0	Museum Machinery/Equipment		$ 6,700.00	
26-79	2/13/2026	Zoning	001-515-052-50	Operating Supplies - Fuel	$ 500.00		115206
			001-515-031-0	Professional Services		$ 500.00	
26-80	2/23/2026	Transportation Trust	102-541-531-0	Capital Projects - Professional Services	$ 45,000.00		115383
			102-541-511-0	Capital Projects - Executive Salaries		$ 45,000.00	
26-81	2/23/2026	Transportation Trust	102-541-042-0	TT - Freight & Postage	$ 2,000.00		115385
			102-541-053-0	TT - Road Materials		$ 2,000.00	
26-82	2/24/2026	Grants Management	135-554-052-0	Ship - Operating	$ 500.00		115403
			135-554-055-0	Ship - Training		$ 500.00	
26-83	2/24/2026	Facilities	001-519-444-0	Fac Mgmt - Rentals & Leases	$ 2,000.00		115420
			001-519-446-0	Fac Mgmt - Repair & Maintenance		$ 2,000.00	
26-84	2/25/2026	Zoning	001-515-052-0	Operating Supplies	$ 500.00		115451
			001-515-031-0	Professional Services		$ 500.00	
26-85	2/27/2026	Solid Waste	403-534-062-0	Bldgs/Improvements	$ 1,025.00		115524
			403-534-052-0	Operating Supplies		$ 1,025.00	
26-86	2/27/2026	Solid Waste	403-534-052-50	SW Operating Supplies Fuel	$ 35,000.00		115526
			403-534-064-0	SW Machinery & Equipment		$ 35,000.00	
26-87	3/6/2026	Transportation Trust	102-541-052-0	Operating Supplies	$ 15,993.00		115656
			102-541-064-0	Machinery & Equipment		$ 15,993.00	
26-88	3/9/2026	Parks & Recreation	001-572-542-0	PP - Freight	$ 500.00		115678
			001-572-552-0	PP - Operating Supplies		$ 500.00	

2025-2026 2nd Quarter
Budget Amendments

Amendments are in Orange

Contingency are in yellow

Amendment #	Date	Department	Account #	Classification	Increase	Decrease	Batch #
26-89	3/11/2026	Zoning	001-515-052-0	Zoning-Op Supplies	$ 1,618.47		115747
		Building	001-534-052-0	Bldg-Op Supplies		$ 1,618.47	
26-90	3/11/2026	Building	001-524-044-0	Bldg-Rentals/Leases	$ 4,000.00		115748
			001-524-031-0	Professional Services		$ 4,000.00	
26-91	3/11/2026	Capital Projects	102-541-549-0	Other Current Charges	$ 500.00		115750
			102-541-552-0	Operating Supplies		$ 500.00	
26-92	3/11/2026	Parks & Rec	001-572-564-0	Machinery & Equipment	$ 1,700.00		115751
			001-572-546-0	Repair & Maint		$ 1,700.00	
26-93	3/13/2026	Disaster	111-525-331-01	Ian Professional Services	$ 684,388.04		115811
			111-581-000-00	Transferred to General Fund		$ 684,388.04	
26-94	3/16/2026	Fine & Forfeiture	103-714-000-0	Law Library	$ 8,000.00		115849
			103-605-000-1	Juvenile Programs		$ 8,000.00	
26-95	3/19/2026	General Fund	001-519-414-0	Fac Management Overtime	$ 3,000.00		115918
			001-572-214-0	Parks & Rec Overtime	$ 7,000.00		
			001-525-149-3	EM - Emergency Disaster		$ 10,000.00	
26-96	3/20/2026	Grants Management	135-334-390-01	Courthose Annex Renovation Grant		$ 21,131.28	115978
			135-539-062-01	Courthouse Annex CP Renovation		$ 21,131.28	
26-97	3/20/2026	Grants Management	402-334-350-06	WH FLCOM Dewatering Facility Grant	$ 250,000.00		115979
			402-535-262-01	FL COM CP Dewatering Facility	$ 250,000.00		
26-98	3/20/2026	Grants Management	402-337-300-18	IDA Phase 9 Grant Wastewater	$ 75,000.00		115981
			402-535-263-18	IDA Phase 9 CP Wastewater Infrastructure	$ 75,000.00		
26-99	3/20/2026	Grants Management	135-334-700-08	ST AP Grant Fair Ground Uty Infrastructure	$ 5,000,000.00		115983
			135-572-063-08	ST SP CP Fair Ground Uty Infrastructure	$ 5,000,000.00		
26-100	3/20/2026	Grants Management	135-334-700-09	FDACS Grant Fair Grounds	$ 1,000,000.00		115984
			135-572-563-01	FDACS CP Fair Ground Infrastructure	$ 500,000.00		
			135-572-562-01	FDACS CP Fair Ground Building	$ 500,000.00		
26-101	3/20/2026	Grants Management	135-334-700-11	FDACS Grant Fair Grounds	$ 6,500,000.00		115985
			135-572-562-03	FDACS CP Fair Grounds Climate Control	$ 6,500,000.00		
26-102	3/20/2026	Grants Management	135-334-700-10	FDACS Grant Fair Grounds Livestock Bldg	$ 250,000.00		115986
			135-572-562-02	FDACS CP Fair Grounds Livestock Bldg	$ 250,000.00		
26-103	3/20/2026	Grants Management	135-361-100-36	ST AP HC Com Tower Interest	$ 2,659.14		115987
			135-521-349-01	HC Com Tower Return Interest	$ 2,659.14		
26-104	3/20/2026	Grants Management	135-334-200-06	FDLE Grant Sheriff's Office New Bldg	$ 32,930.00		115989
			135-521-331-000	SO New Bldg Professional Services	$ 32,930.00		
26-105	3/20/2026	General Fund	001-569-082-05	Big Brothers/Big Sisters	$ 5,000.00		116009
			001-569-082-00	Caring People Ministries	$ 1,000.00		
			001-564-082-02	Cutting Edge Ministries	$ 7,500.00		
			001-564-082-00	Nu Hope Elder Care	$ 1,000.00		
			001-563-082-00	Peace River Center	$ -	$ 2,500.00	
			001-599-000-0	General Fund Contingency	$ -	$ 12,000.00	

2025-2026 3rd Quarter
Budget Amendments

Amendments are in Orange | *Contingency are in yellow*

Amendment #	Date	Department	Account #	Classification	Increase	Decrease	Batch #
26-113	4/2/2026	Library	001-571-052-0	Operating Supplies	$ 1,044.00		116241
			001-571-064-0	Machinery & Equipment		$ 740.00	
			001-571-062-0	Building		$ 304.00	
26-114	4/6/2026	Grants Management	135-369-300-39	Opioid Settlement Funds	$ 62,000.00		116301
			135-562-831-00	Opioid Professional Services	$ 62,000.00		
26-115	4/8/2026	Building	001-524-042-0	Freight & Postage	$ 100.00		116346
			001-524-040-0	Travel		$ 100.00	
26-116	4/8/2026	Building	001-524-046-0	Repair & Maintenance	$ 4,800.00		116348
			001-524-031-0	Professional Services		$ 4,800.00	
26-117	4/8/2026	Fine & Forfeiture	103-713-741-00	Regional Counsel ITS - Communications	$ 1,100.00		116351
			103-713-241-00	Public Defender ITS - Communications		$ 1,100.00	
26-118	4/9/2026	Library	001-571-052-0	Operating Supplies	$ 5,972.00		116383
			001-571-042-0	Freight & Postage	$ 1,889.00		
			001-571-062-0	Library - Buildings		$ 7,861.00	
26-119	04/13/26	General Fund	001-511-041-0	BCC - Communications	$ 3,300.00		116451
			001-511-054-0	BCC - Books/Subscriptions		$ 3,300.00	
26-120	04/14/26	OMB	001-513-731-0	OMB - Professional Services	$ 3,150.00		116490
			001-519-281-01	City of Bowling Green CRA		$ 3,150.00	
26-121	04/14/26	Transportation Trust	102-541-041-0	TT - Communications	$ 5,000.00		116493
			102-541-046-0	TT - Repair & Maintenance		$ 5,000.00	
26-122	04/15/26	County Extension	001-537-241-0	Co Ext - Communications	$ 250.00		116509
			001-537-248-0	Co Ext - Promotional Activities		$ 250.00	
26-123	04/16/26	Grants Management	111-331-000-06	CDBG - DR Grant Peace River Restoration	$ 1,900,000.00		116549
			111-525-531-06	Milton CDBG - DR Professional Services	$ 285,000.00		
			111-525-563-06	Milton CDBG - DR Peace River Restoration	$ 1,615,000.00		
26-124	04/16/26	Grants Management	135-334-500-03	FLDOC Mass Casualty Incident Plan	$ 60,000.00		116551
			135-525-031-04	Mass Casualty Incident Plan Professional Svcs	$ 60,000.00		
26-125	04/22/26	EMS	001-526-054-0	EMS - Books, Dues, Subscriptions	$ 2,424.00		116650
			001-526-064-0	EMS - Machinery/Equipment		$ 2,424.00	
26-126	04/24/26	Detention Facility	001-523-064-0	Sheriff Equipment Jail	$ 875.00		116692
			001-523-046-0	Sheriff Repair & Maintenance		$ 875.00	
26-127	04/27/26	Parks & Recreation	001-572-662-0	Museum - Building	$ 3,300.00		116736
			001-572-514-0	PP - Overtime	$ 1,700.00		
			001-572-664-0	Museum - Machinery / Equipment		$ 3,300.00	
			001-572-512-0	PP - Regular Salaries		$ 1,700.00	
26-128	04/29/26	Capital Projects	102-541-554-0	Dues & Subscriptions	$ 3,253.00		116836
			102-541-531-0	Professional Services		$ 3,253.00	
26-129	04/29/26	Fire Rescue	107-522-064-0	FC - Machinery & Equipment	$ 7,000.00		116837
			107-522-052-0	FC - Operating Supplies		$ 7,000.00	
26-130	04/29/26	Marketing	001-552-148-01	Marketing Community Events	$ 1,000.00		116840
			001-512-131-0	Professional Services		$ 1,000.00	
26-131	04/30/26	Marketing	001-552-154-0	Marketing - Books, Dues, Subs	$ 10,000.00		116864
			001-512-131-0	Co Manager - Professional Services		$ 10,000.00	
26-132	04/30/26	Grants Management	111-525-562-00	Milton - Buildings	$ 21,946.00		116865

2025-2026 3rd Quarter
Budget Amendments

Amendments are in Orange | *Contingency are in yellow*

Amendment #	Date	Department	Account #	Classification	Increase	Decrease	Batch #
			111-525-531-01	Milton - Professional Services		$ 21,946.00	
26-133	04/30/26	Transportation Trust	102-541-240-0	Shop - Travel	$ 1,500.00		116866
			102-541-254-0	Shop - Dues & Subscriptions		$ 1,500.00	
26-134	05/04/26	Emergency Management	001-525-162-0	Emergency Management - Buildings	$ 20,000.00		116930
			001-525-131-0	Emergency Management - Professional Services		$ 20,000.00	
26-135	05/04/26	Procurement	001-513-552-0	Operating Supplies	$ 2,000.00		116936
			001-513-564-0	Machinery & Equipment		$ 2,000.00	
26-136	05/06/26	Probation	103-733-154-0	Books/Dues/Subscriptions	$ 7,500.00		116996
			103-733-131-0	Professional Services		$ 7,500.00	
26-137	05/07/26	Parks & Recreation	001-572-244-0	Rentals & Leases	$ 45.00		117014
			001-572-242-0	Postage		$ 45.00	
26-138	05/07/26	Tourism	112-559-023-00	TDC - Life & Health Insurance	$ 3,000.00		117016
			112-559-051-00	TDC - Office Supplies		$ 1,500.00	
			112-559-040-00	TDC - Travel		$ 1,500.00	
26-139	05/07/26	Probation	103-733-164-0	Probation - Machinery & Equipment	$ 6,469.00		117018
			103-733-162-0	Probation - Building		$ 6,469.00	
26-140	05/08/26	Grants Management	102-334-490-25	SCOP SCRAP CR663 445070		$ 787,216.48	117040
			102-331-490-03	SCOP CR 663 445065		$ 1,202,989.52	
			102-334-490-24	SCOP Ten Mile Grade 445076	$ 453,115.50		
			102-334-490-40	SCRAP Old Town Creek 446389	$ 36,170.85		
			102-334-490-41	FDOT SCRAP MLK 448743		$ 105,596.65	
			102-541-363-35	CR663 Desoto to CR 665		$ 787,216.48	
			102-541-363-36	CR663 Goosepond to SR64		$ 1,202,989.52	
			102-541-363-34	Ten Mile Grade Scarborough	$ 453,115.50		
			102-541-363-40	Old Town Creek Rd SR 64 to Polk	$ 36,170.85		
			102-541-363-41	FDOT SCRAP CP MLK 448743		$ 105,596.65	
26-141	05/08/26	Marketing	001-552-148-01	Marketing - Community Events	$ 1,000.00		117042
			001-512-131-0	CM - Professional Services		$ 1,000.00	
26-142	05/11/26	General Fund	001-519-149-02	Employee Incentives	$ 4,100.00		117098
			001-512-131-0	CM Profesional Services		$ 4,100.00	
26-143	05/11/26	Wildlife Refuge	001-572-352-0	Wildlife Refuge - Operating	$ 6,000.00		117104
			001-572-343-0	Wildlife Refuge - Utilities		$ 6,000.00	
26-144	05/12/26	Hardee Lakes	001-572-431-0	HL - Professional Services	$ 85.00		117128
			001-572-451-0	HL - Office Supplies		$ 85.00	
26-145	05/13/26	Pioneer Park	001-572-563-0	PP - Infrastructure	$ 3,300.00		117169
			001-512-131-0	CM - Professional Services		$ 3,300.00	
26-146	05/14/26	EMS	001-526-046-0	EMS Repair & Maintenance	$ 10,000.00		117188
			001-526-052-0	EMS Operating Supplies		$ 10,000.00	
26-147	5/14/2026	Hardee Lakes	001-572-441-0	HL Communications	$ 2,300.00		117195
			001-572-443-0	HL Utilities	$ 3,700.00		
			001-572-444-0	HL Rentals/Leases	$ 250.00		
			001-572-452-50	HI Operating Supplies Fuel	$ 7,200.00		
			001-572-454-0	HL Books, Dues, Subscriptions	$ 5.00		
			001-572-452-0	HI Operating		$ 2,555.00	
			001-572-446-0	HL Repair/Maintenance		$ 10,900.00	
26-148	5/15/2026	Procurement	001-513-552-0	Operating Supplies	$ 12,000.00		117218

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Budget Amendments

Amendments are in Orange *Contingency are in yellow*

Amendment #	Date	Department	Account #	Classification	Increase	Decrease	Batch #
			001-513-564-0	Machinery and Equipment		$ 7,385.00	
			001-513-562-0	Buildings		$ 4,615.00	
26-149	5/15/2026	Veterans	001-553-052-0	Veterans - Operating Supplies	$ 500.00		117225
			001-512-131-0	CM - Professional Services		$ 500.00	
26-150	5/18/2026	Library	001-571-052-0	Library - Operational Supplies	$ 6,800.00		117236
			001-571-048-01	Programming	$ 500.00		
			001-571-054-0	Books, Dues, Subscriptions	$ 700.00		
			001-571-062-0	Library - Buildings		$ 6,800.00	
			001-571-040-0	Library - Travel		$ 1,200.00	
26-151	5/19/2026	Library	001-571-052-0	Operating Supplies	$ 2,450.00		117262
			001-571-042-0	Freight & Postage	$ 1,621.00		
			001-571-064-0	Machinery & Equipment		$ 4,071.00	
26-152	5/19/2026	Human Resources	001-513-314-0	HR Overtime	$ 1,250.00		117283
			001-513-312-0	Regular Salaries		$ 1,250.00	
26-153	5/19/2026	Wildlife Refuge	001-572-331-0	Wildlife Refuge - Professional Services	$ 1,700.00		117289
			001-572-343-0	Wildlife Refuge - Utilities		$ 1,700.00	
26-154	5/19/2026	Pioneer Park	001-572-564-0	PP - Machinery & Equipment	$ 22,000.00		117290
			001-572-543-0	PP - Utilities		$ 22,000.00	
26-155	5/21/2026	Transportation Trust	102-541-240-0	Shop Maintenance - Travel	$ 2,500.00		117331
			102-541-252-0	Shop Maintenance - Operating Supplies		$ 2,500.00	
26-156	5/21/2026	Parks and Rec	001-572-262-0	Parks and Rec - Buildings	$ 9,657.00		117338
			001-572-263-0	Parks and Rec - Infrastructure		$ 9,657.00	
26-157	5/21/2026	Wildlife Refuge	001-572-344-0	Wildlife Refuge - Rentals	$ 1,000.00		117342
			001-572-363-0	Wildlife Refuge - Infrastructure		$ 1,000.00	
26-158	5/22/2026	Parks & Recreation	001-572-252-0	Parks & Rec - Operating Supplies	$ 8,000.00		117350
			001-572-246-0	Parks & Rec - Repair & Maintenance	$ 12,000.00		
			001-572-262-0	Parks & Rec - Buildings		$ 20,000.00	
26-159	5/22/2026	General Fund	001-399-000-02	Wellness Program Cash Forward	$ 12,151.29		117354
			001-366-000-16	Wellness Contributions	$ 2,000.00		
			001-513-331-02	Wellness Promotions	$ 14,151.29		
26-160	5/22/2026	Grants Management	135-572-564-01	FDACS - Fair Grounds Mach/Equip	$ 54,808.86		117360
			135-572-562-01	FDACS - Fair Grounds Buildings		$ 54,808.86	
26-161	5/22/2026	Grants Management	135-334-200-06	FDLE Sheriff Office New Building	$ 786,335.00		117365
			135-521-331-00	Professional Services	$ 786,335.00		
26-162	5/26/2026	Parks and Rec	001-572-563-0	PP - Infrastructure	$ 11,732.00		117371
			001-572-541-0	PP - Communications	$ 8,500.00		
			001-572-463-0	HL - Infrastructure		$ 20,232.00	
26-163	5/26/2026	Parks and Rec	001-572-544-0	Rentals and Leases	$ 2,400.00		117397
			001-572-643-0	Museum Utilities		$ 2,400.00	
26-164	5/26/2026	EMS	001-526-046-0	EMS - Repair/Maint	$ 10,000.00		117400
			001-526-064-0	EMS - Machinery/Equipt	$ 5,000.00		
			107-522-064-0	FC - Machinery/Equipment	$ 4,000.00		
			001-526-052-0	EMS - Operating Supplies		$ 15,000.00	
			107-522-052-0	FC - Operating Supplies		$ 4,000.00	
26-165	5/27/2026	Facilities	001-523-052-0	Sheriff Operating Supplies - Bldg	$ 4,000.00		117426

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Amendment #	Date	Department	Account #	Classification	Increase	Decrease	Batch #
			001-523-046-0	Sheriff Repair Maintenance		$ 4,000.00	
26-166	5/27/2026	Hardee Lakes	001-572-463-0	HL - Infrastructure	$ 50,002.00		117428
			001-572-462-0	HL - Buildings/Improvements		$ 50,002.00	
26-167	5/27/2026	OMB	001-513-711-0	OMB - Executive Salaries	$ 55,500.00		117450
			001-513-721-0	OMB - FICA	$ 750.00		
			001-513-721-1	OMB - Medicare	$ 200.00		
			001-513-722-0	OMB - Retirement	$ 10,073.00		
			001-513-746-0	OMB - Repair and Maintenance	$ 240.00		
			001-513-749-0	OMB - Other Current Charges	$ 1,500.00		
			001-513-712-0	OMB - Regular Salaries		$ 55,500.00	
			001-513-723-0	OMB - Life/Health Insurance		$ 11,023.00	
			001-513-740-0	OMB - Travel		$ 1,240.00	
			001-513-752-50	OMB - Oper Sup Fuel		$ 500.00	
26-168	5/28/2026	Fire Rescue	107-522-064-0	FC - Machinery/Equipment	$ 12,000.00		117461
			001-526-054-0	EMS - Books/Dues/Subscriptions	$ 2,500.00		
			107-522-054-0	FC - Books/Dues/Subscriptions	$ 2,000.00		
			107-522-052-0	FC - Operating Supplies		$ 12,000.00	
			001-526-034-0	EMS - Other Contractual SV		$ 2,500.00	
			107-522-034-0	FC - Other Contractual Services		$ 2,000.00	
26-169	5/28/2026	BOCC	001-512-141-0	Co Manager - Communications & PO	$ 1,000.00		117464
			001-511-048-0	BCC - Promotional	$ 1,019.00		
			001-512-152-0	Co Manager - Operating Supplies		$ 1,000.00	
			001-511-052-0	BCC - Operating supplies		$ 1,019.00	
26-170	5/28/2026	Faclities	001-519-441-0	FAC MGMT Communication	$ 1,000.00		117470
			001-521-046-0	Sheriff - Maintenance Vehicle	$ 1,526.00		
			001-519-452-0	FAC MGMT Operating Supplies		$ 1,000.00	
			001-523-046-0	Sheriff Repair Maintenance		$ 1,526.00	
26-171	5/28/2026	Hardee Lakes	001-572-464-0	HL - Mach/Equip	$ 2,367.69		117474
			001-572-452-0	HL - Operating Supplies		$ 2,367.69	
26-172	5/29/2026	BOCC	001-552-148-01	Marketing - Community Events	$ 10,000.00		117501
			001-512-131-0	CO Manager- Professional SVCS		$ 10,000.00	
26-173	6/1/2026	Grants Management	001-513-631-0	Comm Development -Prof Service	$ 50.00		117522
			001-513-640-0	Comm Development - Travel		$ 50.00	
26-174	6/1/2026	Soil and Water	001-537-152-0	Operating Supplies	$ 300.00		117529
			001-537-154-0	SCD-Books/Subs/Etc		$ 300.00	
26-175	6/1/2026	County Manager	001-513-355-0	HR - Training	$ 4,990.00		117565
			001-512-131-0	CM - Professional SRVS		$ 4,990.00	
26-176	6/1/2026	County Manager	001-513-355-0	HR - Training	$ 4,990.00		117566
			001-512-131-0	CM - Professional SRVS		$ 4,990.00	
26-177	6/1/2026	County Manager	001-513-355-0	HR - Training	$ 4,990.00		117567
			001-512-131-0	CM - Professional SRVS		$ 4,990.00	
26-178	6/2/2026	Hardee Lakes	001-572-464-0	HL - Mach/Equip	$ 22,744.00		117570
			001-572-446-0	HL - Repair/Maint		$ 13,000.00	
			001-572-452-0	HL - Operating Supplies		$ 3,000.00	
			001-572-452-1	HL - BASYS CC Transaction Fees		$ 3,372.00	
			001-572-452-2	HL - Firefly Reservation Fees		$ 3,372.00	
26-179	6/2/2026	Parks and Rec	001-572-552-0	PP - Operating Supplies	$ 3,000.00		117574
			001-572-546-0	PP - Repair/Maint		$ 3,000.00	

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Budget Amendments

Amendments are in Orange | *Contingency are in yellow*

Amendment #	Date	Department	Account #	Classification	Increase	Decrease	Batch #
26-180	6/2/2026	County Manager	001-512-131-0	CO Manager - Professional Svcs	$ 36,250.00		117583
			001-519-281-0	COW CRA		$ 36,250.00	
26-181	6/2/2026	Pioneer Park/Museum	001-572-652-0	Museum Operating Supplies	$ 3,000.00		117585
			001-572-542-0	PP - Freight & Postage	$ 700.00		
			001-572-663-0	Museum - Infrastructure		$ 3,700.00	
26-182	6/2/2026	Facilities	001-523-046-0	Sheriff Repair Maintenance	$ 10,000.00		117591
			001-523-062-0	Sheriff Buildings		$ 10,000.00	
26-183	6/3/2026	Soil Conservation	001-519-454-0	FAC MGMT Books/Dues/Sub	$ 17,608.00		117610
			001-537-164-0	SCS - Machinery/Equipment		$ 17,608.00	
26-184	6/5/2026	Property Appraiser	001-513-000-0	Property Appraiser Requisition	$ 10,557.00		117675
			001-519-281-0	COW CRA		$ 9,504.00	
			001-519-281-01	City of Bowling Green CRA		$ 1,053.00	
26-185	6/5/2026	Grants Management	135-361-100-36	SA HC Comm Tower Interest	$ 6,383.75		117690
			135-521-349-01	HC Comm Tower Interest Return to SA	$ 6,383.75		
26-186	6/5/2026	Grants Management	135-334-620-00	HC Mosquito Control Program	$ 4,093.50		117692
			135-381-000-00	GF Grant Contribution	$ 109.12		
			135-562-034-00	MCP - Health Dpt Contractual Svcs	$ 2,602.62		
			135-562-049-00	MCP - Health Dpt Other Current Charges	$ 1,600.00		
26-187	6/8/2026	Grants Management	135-334-200-06	FDLE - Sheriff Office New Building		$ 9,321.22	117717
			135-521-331-00	SO New Bldg - Professional Services	$ 813,105.00		
			135-521-362-00	SO New Building		$ 822,426.22	
26-188	6/8/2026	Transportation Trust	102-541-042-0	Freight & Postage	$ 3,000.00		117721
			102-541-046-0	Repair & Maintenance		$ 3,000.00	
26-189	6/9/2026	Emergency Management	001-525-144-0	Emerg Manag Grant - Rental/Lease	$ 650.00		117740
			001-525-152-0	Emerg Manag Grant - Oper Supp		$ 650.00	
26-190	6/9/2026	Hardee Lakes	001-572-431-0	Professional Services	$ 70.00		117744
			001-572-451-0	Office Supplies		$ 70.00	
26-191	6/11/2026	Museum	001-572-542-0	PP - Freight & Postage	$ 500.00		117801
			001-572-652-0	Museum Operating Supplies	$ 5,500.00		
			001-572-664-0	Museum- Machinery/equipment		$ 6,000.00	
26-192	6/11/2026	Pioneer Park	001-572-548-0	PP - Promotions	$ 5,000.00		117802
			001-572-534-0	PP - Other Cont Services		$ 5,000.00	
26-193	6/11/2026	Utilities	402-533-146-0	WH Water - Repair & Maintenance	$ 18,359.00		117804
			402-535-146-0	WH WW - Repair & Maintenance	$ 18,359.00		
			402-533-164-0	WH Water - Machinery & Equipment		$ 18,359.00	
			402-535-164-0	WH WW - Machinery & Equipment		$ 18,359.00	
26-194	6/12/2026	Solid Waste	403-534-014-0	SW - Overtime	$ 25,000.00		117838
			403-534-031-0	SW - Professional Services	$ 20,000.00		
			403-534-011-0	SW - Executive Salaries		$ 25,000.00	
			403-534-052-0	SW - Operating Supplies		$ 20,000.00	
26-195	6/17/2026	Building	001-524-054-0	Books/Dues/Subscriptions	$ 4,108.00		117904
			001-524-040-0	Travel		$ 4,108.00	
26-196	6/17/2026	Fire Rescue	001-513-349-1	HR - Employee Incentives	$ 1,150.00		117911
			001-526-052-0	EMS - Operating Supplies		$ 1,150.00	

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Budget Amendments

Amendments are in Orange

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Amendment #	Date	Department	Account #	Classification	Increase	Decrease	Batch #
26-197	6/17/2026	Museum	001-572-642-0	Freight & Postage	$ 250.00		117915
			001-572-652-0	Operating Supplies		$ 250.00	
26-198	6/18/2026	Human Resources	001-513-355-0	H/R - Training	$ 2,200.00		117932
			001-513-354-1	H/R - Tuition Reimbursement		$ 2,200.00	
26-199	6/22/2026	General Fund	001-592-000-0	GF Litigation Settlement	$ 612,134.00		117977
			001-599-100-0	GF Reserves		$ 612,134.00	
26-200	6/24/2026	General Fund	001-519-149-02	Employee Incentives	$ 1,000.00		118013
			001-519-281-0	COW CRA		$ 1,000.00	
26-201	6/25/2026	Utilities	402-533-152-0	WH Water - Operating Supplies	$ 4,000.00		118044
			402-535-152-0	WH Wstwater - Operating Supplies	$ 4,000.00		
			402-533-164-0	WH Water - Machinery/Equipment		$ 4,000.00	
			402-535-164-0	WH Wstwater - Machinery/Equipment		$ 4,000.00	
26-202	6/29/2026	Facilities	001-519-441-0	Fac Mgmt - Communications	$ 500.00		118100
			001-519-446-0	Fac Mgmt - Repair & Maintenance		$ 500.00	
26-203	6/30/2026	Soil and Water	001-537-140-0	SCS - Travel	$ 850.00		118111
			001-537-154-0	SCS - Books/Subs/Etc		$ 400.00	
			001-537-155-0	SCS Training		$ 450.00	

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Budget Amendments

Amendments are in Orange | *Contingency are in yellow*

Amendment #	Date	Department	Account #	Classification	Increase	Decrease	Batch #
26-204	7/1/2026	IT	001-516-041-0	Communications	$ 3,500.00		118154
			001-516-031-0	Professional Services		$3,500.00	
26-205	7/8/2026	Utilities	402-533-152-0	WH Water - Operating Supplies	$ 10,000.00		118226
			402-535-152-0	WH Wstwater - Operating Supplies	$ 10,000.00		
			402-533-146-0	WH Water - Repair & Maintenance	$ 10,000.00		
			402-535-146-0	WH Wstwater - Repair & Maintenance	$ 10,000.00		
			402-533-164-0	WH Water - Machinery & Equipment		$ 20,000.00	
			402-535-164-0	WH WW - Machinery & Equipment		$ 20,000.00	
26-206	7/9/2026	Courts	103-713-152-00	State Attorney ITS - Operating Supplies	$ 10,000.00		118235
			103-713-164-00	State Attorney ITS - Machinery/Equipment		$ 10,000.00	
26-207	7/9/2026	Human Resources	001-513-342-0	HR - Freight & Postage	$ 100.00		118247
			001-513-346-0	HR - Repair & Maintenance		$ 100.00	
26-208	7/10/2026	TDC	112-559-049-00	Other Current Charges	$ 800.00		118259
			112-559-047-00	Printing & Binding		$ 800.00	
26-209	7/10/2026	Fire Control	107-522-045-0	FC - Insurance	$ 5,000.00		118262
			107-522-023-0	FC - Life/Health Insurance		$ 5,000.00	
26-210	07/13/26	Solid Waste	403-534-052-50	Solid Waste Operating Supplies - Fuel	$ 30,000.00		118285
			403-534-064-0	SW - Machinery/Equipment		$ 30,000.00	
26-211	07/15/26	Hardee Lakes	001-572-452-05	Store Operating Supplies	$ 612.00		118334
			001-572-444-1	HL- Basys Monthly CC Rental Fee		$ 612.00	
26-212	07/15/26	Utilities	402-535-141-0	WH Wstwater - Communications	$ 2,000.00		118335
			402-533-141-0	WH Water - Communications	$ 2,000.00		
			402-535-146-0	WH Wstwater - Repair & Maintenance		$ 2,000.00	
			402-533-146-0	WH Water - Repair & Maintenance		$ 2,000.00	
26-213	07/16/26	Parks & Recreation	001-366-000-5	GR- Donations	$ 3,507.00		118366
			001-572-548-0	PP- Promotional	$ 3,507.00		
26-214	07/20/26	EMS/FIRE	001-526-046-0	EMS Repair/Maintenance	$ 38,150.00		118405
			107-522-046-0	FC - Repair/Maintenance	$ 31,850.00		
			001-526-052-0	EMS - Operating Supplies		$ 38,150.00	
			107-522-052-0	FC - Operating Supplies		$ 31,850.00	
26-215	07/20/26	Facilities	001-519-441-0	Fac Mgmt - Communications	$ 127.00		118407
			001-519-431-0	Fac Mgmt - Professional Services		$ 127.00	
26-216	07/21/26	Building	001-524-040-0	Bldg/Insp - Travel	$ 1,000.00		118438
			001-524-049-0	Bldg/Insp- Other Current Charges		$ 1,000.00	
26-217	07/24/26	Transportation Trust	102-541-011-0	TT - Executive Salaries	$ 50,000.00		118518
			102-541-014-0	TT - Overtime	$ 10,000.00		
			102-541-012-0	TT -Regular Salaries		$ 60,000.00	
26-218	07/24/26	Transportation Trust	102-541-052-50	TT - Operating Expenses Fuel	$ 50,000.00		118519
			102-541-046-0	TT - Repair & Maintenance		$ 25,000.00	
			102-541-053-0	TT - Road Materials		$ 25,000.00	
26-219	07/24/26	Capital Projects	102-541-531-0	Capital Projects - Professional Services	$ 65,775.00		118523
			102-541-363-45	Griffin Road Bridge		$ 65,775.00	
26-220	07/29/26	Human Resources	001-513-348-0	HR - Promotional	$ 300.00		118589
			001-513-349-1	HR - Employee Incentives		$ 300.00	
26-221	07/29/26	Soil	001-537-155-0	Soil - Training	$ 450.00		118590

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Amendment #	Date	Department	Account #	Classification	Increase	Decrease	Batch #
			001-537-140-0	Soil - Travel		$ 450.00	
26-222	07/29/26	Museum	001-572-644-0	Museum Rentals and Leases	$ 1,800.00		118603
			001-572-663-0	Museum Infrastructure		$ 1,800.00	
26-223	07/30/26	Fine & Forfeiture	103-712-046-0	FF Facilities Repair/Maintenance	$4,000.00		118613
			103-712-062-0	FF Facilities Buildings/Improvements		$ 4,000.00	
26-224	07/30/26	EMS/Fire	001-526-014-0	EMS - Overtime	$ 160,000.00		118623
			001-526-054-0	EMS - Books, Dues, Subs	$ 4,000.00		
			107-522-014-0	FC - Overtime	$ 134,000.00		
			001-526-023-0	EMS - Health Insurance		$ 160,000.00	
			001-526-034-0	EMS - Other Contractual Services		$ 4,000.00	
			107-522-023-0	FC - Health Insurance		$ 134,000.00	
26-225	07/31/26	Human Resources	001-513-341-0	HR - Communications	$ 1,500.00		118664
			001-513-331-0	HR - Professional Services		$ 1,500.00	
26-226	07/31/26	Hardee Lakes	001-572-452-50	HL - Operating Supplies Fuel	$ 2,500.00		118669
			001-572-446-0	HL - Repair & Maintenance		$ 2,500.00	
26-227	08/03/26	Facilities	001-519-441-0	Facilities - Communications	$ 4,000.00		118685
			001-519-446-0	Facilities - Repair & Maintenance		$ 4,000.00	
26-228	08/04/26	Parks and Recreation	001-572-241-0	Parks and Rec - Communications	$ 1,500.00		118718
			001-572-251-0	Parks and Rec - Office Supplies		$ 600.00	
			001-572-252-0	Parks and Rec - Operating Supplies		$ 900.00	
26-229	08/05/26	Fleet Maintenance	102-541-241-0	Shop Maintenance - Communications	$ 2,000.00		118728
			102-541-240-0	Shop Maintenance - Travel		$ 1,000.00	
			102-541-242-0	Shop Maintenance - Freight & Postage		$ 1,000.00	
26-230	08/05/26	Fleet Maintenance	102-541-244-0	Shop Maintenance - Rentals/Leases	$ 500.00		118729
			102-541-255-0	Shop Maintenance - Training		$ 500.00	
26-231	08/05/26	Capital Projects	102-541-544-0	Cap Proj - Rental & Leases	$ 400.00		118742
			102-541-552-0	Cap Proj - Operating Supplies		$ 400.00	
26-232	08/06/26	BCC	001-511-049-0	BCC - Other Current Charges	$ 1,950.00		118760
			001-511-040-0	BCC - Travel		$ 1,950.00	
26-233	08/07/26	Emergency Management	001-525-141-0	EM - Communications	$ 7,000.00		118778
			001-525-152-0	EM - Operating Supplies		$ 7,000.00	
26-234	08/07/26	BCC	001-511-049-0	BCC - Other Current Charges	$ 1,000.00		118779
			001-511-041-0	BCC - Communications		$ 1,000.00	
26-235	08/07/26	Grants Management	001-381-100-11	Transfer from Grants	$ 27,272.44		118780
			135-581-000-21	Transfer to GF	$ 27,272.44		
26-236	08/11/26	Building	001-524-044-0	Rentals/Leases	$ 650.00		118830
			001-524-049-0	Other Current Charges		$ 650.00	
26-237	8/11/2026	Parks & Recreation	001-572-244-0	Parks & Rec - Rentals & Leases	$ 650.00		118840
			001-572-246-0	Parks & Rec - Repair & Maintenance		$ 650.00	
26-238	8/11/2026	Veterans	001-553-051-0	Veterans - Office Supplies	$ 105.00		118841
			001-553-040-0	Veterans - Travel		$ 105.00	
26-239	8/12/2026	FF Facilities	103-712-046-0	FF Fac - Repair & Maintenance	$ 2,000.00		118860
			103-712-052-0	FF Fac - Operating		$ 2,000.00	

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Amendments are in Orange

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Amendment #	Date	Department	Account #	Classification	Increase	Decrease	Batch #
26-240	8/13/2026	OMB	001-513-744-0	OMB - Rentals / Leases	$ 180.00		118885
			001-513-752-0	OMB - Operating Supplies		$ 180.00	
26-241	8/13/2026	ITS	001-516-054-0	ITS - Books, Dues, Subs	$ 1,000.00		118886
			001-516-031-0	ITS - Professional Services		$ 1,000.00	
26-242	8/14/2026	Grants Management	135-334-200-15	FL COM Grant PUD - SO Complex	$ 32,930.00		118915
			135-529-031-00	FL COM PUD Prof Svsc SO Complex	$ 32,930.00		
			135-334-200-06	FDLE - Sheriff Office New Building		$ 32,930.00	
			135-521-331-00	SO New Bldg - Professional Services		$ 32,930.00	
26-243	8/14/2026	Grants Management	001-513-654-0	Co Development - Books, Dues, Subs	$ 8,973.00		118916
			001-513-631-0	Co Development - Professional Services	$ 6,476.00		
			001-512-131-0	Co Manager - Professional Services		$ 15,449.00	
26-244	8/17/2026	Purchasing	001-513-514-0	Purchasing - Overtime	$ 2,000.00		118949
			001-513-512-0	Purchasing - Regular Salaries		$ 2,000.00	
26-245	8/18/2026	Soil	001-537-140-0	SCS - Travel	$ 50.00		118981
			001-537-141-0	SCS - Communications		$ 50.00	
26-246	8/19/2026	Probation	103-733-141-0	Communications	$ 300.00		119011
			103-733-154-0	Books, Dues, Subscriptions		$ 300.00	
26-247	8/19/2026	Vandolah	401-535-041-0	Vandolah - Communications	$ 400.00		119014
			401-535-046-0	Vandolah - Repair & Maintenance		$ 400.00	
26-248	8/19/2026	Soil	001-537-140-0	Travel	$ 468.00		119021
			001-537-151-0	Office Supplies		$ 229.00	
			001-537-152-0	Operating Supplies		$ 139.00	
			001-537-154-0	Books, Dues, Subscriptions		$ 50.00	
			001-537-155-0	Training		$ 50.00	
26-249	8/21/2026	Pioneer Park	001-572-552-50	Pioneer Park - Operating Supplies Fuel	$ 1,500.00		119058
			001-572-546-0	Pioneer Park - Repair & Maintenance		$ 1,500.00	
26-250	8/24/2026	Hardee Lakes	001-572-452-50	HL - Operating Supplies Fuel	$ 2,000.00		119075
			001-572-452-2	HL - Firefly Reservation Fees		$ 2,000.00	
26-251	8/24/2026	LETF	608-521-000-00	Federal LET - Sheriff Allocation	$ 9,500.00		119077
			609-521-000-00	State LET - Sheriff Allocation	$ 25,000.00		
			608-599-000-0	Federal LET - Contingency		$ 9,500.00	
			609-599-000-0	State LET - Contingency		$ 25,000.00	
26-252	8/24/2026	Veterans	001-553-054-0	Veterans- Books, Dues, Subs	$ 100.00		119090
			001-553-040-0	Veterans - Travel		$ 100.00	
26-253	8/24/2026	Emergency Management	001-525-154-0	EM - Books, Dues, Subs	$ 100.00		119091
			001-525-152-0	EM - Operating Supplies		$ 100.00	
26-254	8/24/2026	Utilities	402-533-154-0	WH Water - Books, Dues, Subs	$ 400.00		119092
			402-535-154-0	WH Wstwater - Books, Dues, Subs	$ 400.00		
			402-533-155-0	WH Water - Training		$ 400.00	
			402-535-155-0	WH Wstwater - Training		$ 400.00	
26-255	8/25/2026	Hardee Lakes	001-572-454-0	HL - Books, Dues, Subscriptions	$ 110.00		119114
			001-572-452-0	HL - Operating		$ 110.00	
26-256	8/27/2026	Parks & Recreation	001-572-242-0	Parks & Rec - Freight & Shipping	$ 250.00		119168
			001-572-246-0	Parks & Rec - Repair & Maintenance		$ 250.00	
26-257	8/27/2026	ITS	001-516-041-0	ITS - Communications	$ 8,000.00		119166

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Amendments are in Orange | *Contingency are in yellow*

Amendment #	Date	Department	Account #	Classification	Increase	Decrease	Batch #
			001-516-031-0	ITS - Professional Services		$ 8,000.00	
26-258	8/27/2026	Property Appraiser	001-513-042-0	Prop Appraiser- Freight & Postage	$ 1,073.00		119170
			001-519-281-0	COW - CRA		$ 1,073.00	
26-259	8/27/2026	Museum	001-572-642-0	Museum - Freight	$ 12.00		119176
			001-572-652-0	Museum - Operating		$ 12.00	
26-260	8/27/2026	Solid Waste	403-534-014-0	SW - Overtime	$ 10,000.00		119187
			403-534-064-0	SW - Machinery & Equipment		$ 10,000.00	
26-261	8/27/2026	Building	001-524-054-0	Books, Dues, Subscriptions	$ 1,000.00		119188
			001-524-049-0	Other Current Charges		$ 1,000.00	
26-262	8/27/2026	Grants Management	135-554-049-1	Ship - HO Assist	$ 15,000.00		119189
			135-554-034-0	Ship - Rehab		$ 15,000.00	
26-263	8/27/2026	General Fund	001-513-511-0	Purchasing - Executive Salaries	$ 91,800.00		119191
			001-515-011-0	Zoning - Executive Salaries	$ 57,402.00		
			001-516-011-0	ITS -Executive Salaries	$ 18,258.00		
			001-513-512-0	Purchasing - Regular Salaries		$ 91,800.00	
			001-515-012-0	Zoning - Regular Salaries		$ 57,402.00	
			001-516-012-0	ITS - Regular Salaries		$ 18,258.00	
26-264	8/31/2026	County Manager	001-512-113-0	Co Manager - Other Salaries	$ 5,790.00		119233
			001-512-111-0	Co Manager - Life/Health Insurance		$ 5,790.00	
26-265	8/31/2026	Transportation Trust	102-541-042-0	TT- Freight & Postage	$ 500.00		119240
			102-541-053-0	TT - Road Materials		$ 500.00	
26-266	8/31/2026	Utilities	402-533-113-0	WH Water - Other Salaries	$ 380.00		119242
			402-535-113-0	WH Wstwater - Other Salaries	$ 380.00		
			402-533-123-0	WH Water - Life/Health Insurance		$ 380.00	
			402-535-123-0	WH Wstwater - Life/Health Insurance		$ 380.00	
26-267	8/31/2026	Solid Waste	403-534-013-0	SW - Other Salaries	$ 708.00		119243
			403-534-023-0	SW - Health/Life Insurance		$ 708.00	
26-268	8/31/2026	Zoning	001-515-054-0	Subscriptions	$ 360.00		119245
			001-515-031-0	Professional Services		$ 360.00	
26-269	9/1/2026	County Manager	001-511-041-0	Communications	$ 500.00		119265
			001-511-054-0	Books/Subscriptions		$ 500.00	
26-270	9/1/2026	Parks & Recreation	001-572-212-0	Parks & Rec - Regular Salaries	$ 65,000.00		119277
			001-572-221-0	Parks & Rec - FICA	$ 3,350.00		
			001-572-221-1	Parks & Rec - Medicare	$ 815.00		
			001-572-222-0	Parks & Rec - Medicare	$ 6,500.00		
			001-572-512-0	PP - Regular Salaries		$ 65,000.00	
			001-572-521-0	PP - FICA		$ 3,350.00	
			001-572-521-1	PP - Medicare		$ 815.00	
			001-572-522-0	PP - Retirement		$ 6,500.00	
26-271	9/2/2026	Soil	001-537-154-0	Books, Dues, Subscriptions	$ 104.00		119290
			001-537-140-0	Travel		$ 104.00	
26-272	9/2/2026	Grants Management	135-334-200-03	Law Enforcement Salary Assistance	$ 128,436.00		119293
			135-521-200-00	LESA Transfer to Sheriff	$ 128,436.00		
26-273	9/3/2026	Transportation Trust	102-541-255-0	Training	$ 500.00		119326
			102-541-234-0	Other Contractual Services		$ 500.00	

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Amendments are in Orange

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Amendment #	Date	Department	Account #	Classification	Increase	Decrease	Batch #
26-274	9/3/2026	County Extension	001-537-244-0	Rentals / Leases	$ 100.00		119327
			001-537-252-0	Operating Supplies		$ 100.00	
26-275	9/3/2026	Building	001-524-014-0	Overtime	$ 2,000.00		119337
			001-524-012-0	Regular Salaries		$ 2,000.00	
26-276	9/4/2026	Grants Management	110-334-200-01	E-911 Maintenance Grant	$ 22,956.88		119346
			110-521-000-02	Transfer to Sheriff	$ 22,956.88		
26-277	9/4/2026	Grants Management	110-334-200-04	Cyber Security Grant	$ 204,194.86		119348
			110-521-000-02	Transfer to Sheriff	$ 204,194.86		
26-278	9/4/2026	Wildlife Refuge	001-572-340-0	Travel	$ 225.00		119352
			001-572-355-0	Training	$ 175.00		
			001-572-354-0	Books, Dues, Subscriptions		$ 400.00	
26-279	9/4/2026	Wildlife Refuge	001-572-348-0	Promotional	$ 100.00		119353
			001-572-341-0	Communications		$ 100.00	
26-280	9/4/2026	Road & Bridge	102-541-041-0	Communications	$ 600.00		119354
			102-541-046-0	Repair & Maintenance		$ 600.00	
26-281	9/8/2026	Wildlife Refuge	001-572-352-0	Wildlife - Operating Supplies	$ 4,500.00		119373
			001-572-352-01	Wildlife - Basys CC Fees		$ 4,500.00	
26-282	9/8/2026	Transportation Trust	102-541-042-0	TT - Freight & Postage	$ 2,000.00		119381
			102-541-046-0	TT -Repair & Maintenance		$ 2,000.00	
26-283	9/10/2026	Grants Management	135-554-052-0	SHIP - Operating	$ 400.00		119457
			135-554-052-50	Ship - Fuel	$ 100.00		
			135-554-054-0	Ship- Books, Dues, Subscriptions		$ 500.00	
26-284	9/14/2026	BOCC	001-511-048-0	Promotional	$ 20.00		119509
			001-511-054-0	Books, Dues, Subs		$ 20.00	
26-285	9/15/2026	Hardee Lakes	001-572-462-0	HL - Buildings/Improvements	$ 70,000.00		119544
			001-572-463-0	HL - Infrastructure		$ 70,000.00	
26-286	9/15/2026	Parks and Recreation	001-572-262-0	Parks & Rec - Buildings	$ 57,000.00		119545
			001-572-263-0	Parks & Rec - Infrastructure		$ 57,000.00	
26-287	9/16/2026	Fine & Forfeiture	103-711-041-0	Communications	$ 120.00		119560
			103-711-046-0	Repair & Maintenance		$ 120.00	
26-288	9/16/2026	Fine & Forfeiture	103-714-000-0	FF Misc - Law Library	$ 4,200.00		119562
			103-521-055-00	Public Safety Training		$ 4,200.00	
26-289	9/16/2026	Solid Waste	403-581-000-00	SW Transfer to Closure	$ 60,000.00		119565
			403-581-000-2	SW Transfer to TT		$ 10,000.00	
			403-534-372-0	SW Debt Interest		$ 49,000.00	
			403-534-052-0	SW Operating Supplies		$ 1,000.00	
26-290	9/16/2026	Transportation Trust	102-541-025-0	TT - Unemployment Compensation	$ 3,000.00		119567
			102-541-052-50	TT - Operating Expenses Fuel	$ 67,000.00		
			102-541-252-50	Shop Maintenance Fuel	$ 8,500.00		
			102-541-452-50	OSA Operating Supplies Fuel	$ 55,000.00		
			102-541-363-43	CP Safe Streets		$ 100,000.00	
			102-541-446-00	OSA Repair & Maintenance		$ 33,500.00	
26-291	9/18/2026	Detention	001-523-023-0	Sheriff Insurance	$ 3,000.00		119626
			001-523-045-0	Sheriff Insurance		$ 3,000.00	

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Amendment #	Date	Department	Account #	Classification	Increase	Decrease	Batch #
26-292	9/21/2026	Parks & Recreation	001-572-252-0	Parks & Rec Operating Supplies	$ 2,000.00		119663
			001-572-246-0	Parks & Rec Repair & Maintenance		$ 2,000.00	
26-293	9/21/2026	Hardee Lakes	001-572-431-0	Hardee Lakes Professional Services	$ 130.00		119672
			001-572-452-0	Hardee Lakes Operating		$ 130.00	
26-294	9/22/2026	Mining	109-519-631-01	Mining - Prof. Services Non-Reimb.	$ 15,000.00		119730
			109-519-612-00	Mining - Regular Salaries		$ 15,000.00	
26-295	9/22/2026	Zoning	001-515-054-0	Books, Dues, Subscriptions	$ 800.00		119731
			001-515-052-0	Operating Supplies		$ 800.00	
26-296	9/23/2026	Shop Maintenance	102-541-252-0	Shop - Operating	$ 1,000.00		119741
			102-541-231-0	Shop - Professional Services		$ 1,000.00	
26-297	9/23/2026	Courts	103-713-241-00	Public Def ITS Communications	$ 1,000.00		119743
			103-713-246-00	Public Def ITS Repair & Maintenance		$ 1,000.00	
26-298	9/23/2026	Resthaven	001-564-246-0	Resthaven - Repair & Maintenance	$ 675.00		119747
			001-564-234-0	Resthaven - Other Services		$ 675.00	
26-299	9/23/2026	Facilities	001-519-452-0	Fac Mgmt - Operating Supplies	$ 1,500.00		119748
			001-519-446-0	Fac Mgmt - Repair & Maintenance		$ 1,500.00	
26-300	9/24/2026	Capital Projects	102-541-552-50	Cap Proj Operating Fuel	$ 300.00		119773
			102-541-552-0	Cap Proj Operating Supplies		$ 300.00	
26-301	9/24/2026	Building	001-524-052-50	Fuel Operating	$ 1,100.00		119775
			001-524-054-0	Books, Dues, Subscriptions	$ 100.00		
			001-524-052-0	Operating Supplies		$ 1,100.00	
			001-524-049-0	Other Current Charges		$ 100.00	
26-302	9/24/2026	Museum	001-572-648-0	Museum Promotional	$ 100.00		119777
			001-572-641-0	Museum Communications		$ 100.00	
26-303	9/24/2026	Wildlife Refuge	001-572-340-0	Wildlife Refuge - Travel	$ 1,000.00		119782
			001-572-346-0	Wildlife Refuge - Repair & Maintenance		$ 1,000.00	
26-304	9/24/2026	Transportation Trust	102-541-041-0	TT - Communications	$ 2,500.00		119784
			102-541-034-0	TT - Other Contractual Services		$ 2,500.00	
26-305	9/25/2026	Utilities	402-535-152-50	WH WW - Operating Supplies Fuel	$ 2,000.00		119811
			402-535-141-0	WH Wstwater - Communications	$ 1,000.00		
			402-533-141-0	WH Water - Communications	$ 1,000.00		
			402-535-134-0	WH Wstwater - Other Contr Svcs		$ 3,000.00	
			402-533-134-0	WH Water - Other Contr Svcs		$ 1,000.00	
26-306	9/28/2026	Emergency Management	001-525-143-0	Emergency Management - Utilities	$ 450.00		119831
			001-525-152-0	Emergency Management - Operating		$ 450.00	
26-307	9/28/2026	Courts	103-713-452-00	Courts ITS - Operating Supplies	$ 200.00		119836
			103-713-464-00	Courts ITS - Machinery & Equipment		$ 200.00	
26-308	9/29/2026	Transportation Trust	102-541-043-0	TT - Utility Services	$ 1,000.00		119851
			102-541-053-0	TT - Road Materials		$ 1,000.00	
26-309	9/29/2026	Courts	103-713-741-00	Regional Council ITS - Communications	$ 10.00		119857
			103-713-341-00	GAL ITS - Communications		$ 10.00	
26-310	9/30/2026	Hardee Lakes	001-572-444-0	HL - Rentals & Leases	$ 62.00		119905
			001-572-452-0	HL - Operating Supplies		$ 62.00	

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Amendment #	Date	Department	Account #	Classification	Increase	Decrease	Batch #
26-311	10/1/2026	Parks & Recreation	001-572-262-0	Parks & Recreation - Buildings	$ 4,250.00		119927
			001-572-263-0	Parks & Recreation - Infrastructure		$ 4,250.00	
26-312	10/1/2026	EMS	001-526-031-0	EMS - Professional Services	$ 14,000.00		119932
			001-526-034-0	EMS - Other Contractual Services		$ 14,000.00	
26-313	10/2/2026	County Extension	001-537-244-0	Rentals & Leases	$ 50.00		119971
			001-537-252-0	Operating Supplies		$ 50.00	
26-314	10/2/2026	Grants Management	135-361-100-08	CPTA Coop Planning Interest	$ 552.61		119973
			135-361-100-14	Drug Free Grant Interest	$ 33.46		
			135-361-100-21	Civic Center Grant Interest	$ 25,433.65		
			135-361-100-24	FL Animal Friend Grant Interest	$ 13.95		
			135-361-100-26	Housing Reservation Grant Interest	$ 165.53		
			135-361-100-31	FDACS Grants Interest	$ 298.55		
			135-361-100-37	FL Hum Library Grant Interest	$ 844.30		
			135-361-100-36	St Ap HC Tower Grant Interest	$ 21.63		
			135-581-000-21	Grants Transfer to General Fund	$ 27,363.68		
26-315	10/2/2026	General Fund	001-381-100-11	General Fund Transfer from Grants	$ 27,363.68		119975
			001-513-611-0	Grants Executive Salaries	$ 27,363.68		
26-316	10/6/2026	Solid Waste	403-534-031-1	SW - Hauler Fees	$ 9,800.00		120033
			403-534-052-0	SW - Operating Supplies		$ 9,800.00	
26-317	10/6/2026	Code Enforcement	001-529-041-00	Communications	$ 410.00		120041
			001-529-051-00	Office Supplies		$ 410.00	
26-318	10/6/2026	Facilities	001-519-452-0	Fac Mgmt - Operating	$ 4,500.00		120042
			001-519-446-0	Fac Mgmt - Repair & Maintenance		$ 4,500.00	
26-319	10/7/2026	Detention	001-523-023-0	Sheriff Insurance	$ 600.00		120057
			001-523-045-0	Sheriff Insurance		$ 600.00	
26-320	10/7/2026	Transportation Trust	102-541-252-0	Shop Maintenance - Operating Supplies	$ 500.00		120063
			102-541-231-0	Shop Maintenance - Professional Services		$ 500.00	
26-321	10/8/2026	Transportation Trust	102-541-052-0	TT - Operating Supplies	$ 100.00		120093
			102-541-046-0	TT - Repair & Maintenance		$ 100.00	
26-322	10/12/2026	BOCC	001-511-041-0	Communications	$ 580.00		120144
			001-511-033-0	Court Reporter		$ 580.00	
26-323	10/12/2026	Emergency Management	001-525-141-0	EM - Communications	$ 1,000.00		120158
			001-525-152-0	EM - Operating Supplies		$ 1,000.00	
26-324	10/14/2026	Fine & Forfeiture	103-713-152-00	State Attorney ITS - Operating Supplies	$ 500.00		120216
			103-713-131-00	State Attorney ITS - Professional Services		$ 500.00	
26-325	10/14/2026	Procurement	001-513-554-0	Purchasing - Books, Dues, Subscriptions	$ 27,440.00		120230
			001-512-131-0	CM - Professional Services		$ 27,440.00	
26-326	10/15/2026	Transportation Trust	102-541-052-0	TT - Operating Supplies	$ 10,000.00		120251
			102-541-046-0	TT - Repair & Maintenance		$ 10,000.00	
26-327	10/19/2026	Utilities	401-535-041-0	Vand Enterprise - Communications	$ 100.00		120330
			401-535-052-0	Vand Enterprise - Operating Supplies		$ 100.00	
26-328	10/19/2026	Transportation Trust	102-541-252-0	Shop Maintenance - Operating Supplies	$ 700.00		120332
			102-541-254-0	Shop Maintenance - Books/Publications		$ 700.00	
26-329	10/20/2026	Grants Management	135-554-041-0	SHIP - Communications	$ 100.00		120358

2025-2026 4th Quarter
Budget Amendments

Amendments are in Orange | *Contingency are in yellow*

Amendment #	Date	Department	Account #	Classification	Increase	Decrease	Batch #
			135-554-052-0	SHIP - Operating Supplies		$ 100.00	
26-330	10/20/2026	Fine & Forfeiture	103-713-464-00	Courts ITS - Machinery & Equipment	$ 7,110.00		120366
			103-712-052-0	FF - Facilities Operating Supplies		$ 7,110.00	
26-331	10/20/2026	Parks & Recreation	001-572-252-0	Parks & Rec - Operating Supplies	$ 1,005.00		120371
			001-572-262-0	Parks & Rec - Buildings	$ 13,225.00		
			001-572-263-0	Parks & Rec - Infrastructure		$ 14,230.00	
26-332	10/21/2026	Grants Management	001-513-641-0	Comm Development - Communications	$ 100.00		120402
			001-513-652-0	Comm Development - Operating Supplies		$ 100.00	
26-333	10/22/2026	Transportation Trust	102-541-544-0	Cap Proj - Rentals & Leases	$ 180.00		120437
			102-541-531-0	Cap Proj - Professional Services		$ 180.00	
26-334	10/23/2026	Parks & Recreation	001-572-254-0	Parks & Rec - Books, Dues, Subscriptions	$ 105.00		120471
			001-572-246-0	Parks & Rec - Repair & Maintenance		$ 105.00	
26-335	10/23/2026	Building	001-524-044-0	Building - Rentals/Leases	$ 250.00		120473
			001-524-051-0	Building - Office Supplies		$ 250.00	
26-336	10/27/2026	General Fund	001-512-112-0	Co Manager - Regular Salaries	$ 7,751.00		120562
			001-512-141-0	Co Manager - Communications	$ 259.00		
			001-513-313-0	HR - Other Salaries	$ 416.00		
			001-513-314-0	HR - Overtime	$ 1,055.00		
			001-513-552-50	Purchasing - Operating Supplies Fuel	$ 187.00		
			001-513-554-0	Purchasing - Books, Dues, Subs	$ 8,973.00		
			001-513-611-0	Comm Development - Executive Salaries	$ 1,580.00		
			001-513-612-0	Comm Development - Regular Salaries	$ 2,355.00		
			001-513-621-0	Comm Development - FICA	$ 1,341.00		
			001-513-621-1	Comm Development - Medicare	$ 312.00		
			001-513-711-0	OMB - Executive Salaries	$ 19,007.00		
			001-519-412-0	Fac Management - Regular Salaries	$ 43,479.00		
			001-519-414-0	Fac Management - Overtime	$ 12,757.00		
			001-519-421-0	Fac Management - FICA	$ 628.00		
			001-519-421-1	Fac Management - Medicare	$ 139.00		
			001-519-422-0	Fac Management - Retirement	$ 830.00		
			001-519-452-50	Fac Management - Op Supplies Fuel	$ 2,871.00		
			001-512-111-0	Co Manager - Executive Salaries		$ 8,010.00	
			001-513-312-0	HR - Regular Salaries		$ 1,471.00	
			001-513-512-0	Purchasing - Regular Salaries		$ 9,160.00	
			001-513-623-0	Comm Development - Insurance		$ 5,588.00	
			001-513-712-0	OMB - Regular Salaries		$ 15,320.00	
			001-513-723-0	OMB - Health Insurance		$ 3,687.00	
			001-519-411-0	Fac Management - Exec Salaries		$ 38,800.00	
			001-519-446-0	Fac Management - Repair & Maintenance		$ 21,904.00	
26-337	10/28/2026	General Fund	001-523-023-0	Sheriff Insurance	$ 300.00		120576
			001-523-052-0	Sheriff Operating Supplies Bldg	$ 100.00		
			001-524-014-0	Bldg - Overtime	$ 704.00		
			001-525-112-0	Emergency Man - Regular Salaries	$ 6,254.00		
			001-526-011-0	EMS - Executive Salaries	$ 2,186.00		
			001-526-052-50	EMS - Operating Supplies Fuel	$ 2,032.00		
			001-537-111-0	SCS - Executive Salaries	$ 952.00		
			001-537-146-0	SCS - Repair & Maintenance	$ 44.00		
			001-552-111-0	Marketing - Executive Salaries	$ 1,390.00		
			001-553-012-0	Veterans - Regular Salaries	$ 638.00		
			001-523-046-0	Sheriff - Repair & Maintenance		$ 400.00	
			001-524-052-0	Bldg - Operating Supplies		$ 704.00	
			001-525-111-0	Emergency Man - Executive Salaries		$ 6,254.00	
			001-526-012-0	EMS - Regular Salaries		$ 2,186.00	
			001-526-052-0	EMS - Operating Supplies		$ 2,032.00	

2025-2026 4th Quarter
Budget Amendments

Amendments are in Orange

Contingency are in yellow

Amendment #	Date	Department	Account #	Classification	Increase	Decrease	Batch #
			001-537-152-50	SCS - Oper Supplies Fuel		$ 996.00	
			001-552-123-0	Marketing - Health Insurance		$ 1,390.00	
			001-553-023-0	Veterans - Health Insurance		$ 638.00	
26-338	10/28/2026	General Fund	001-571-012-0	Library - Regular Salaries	$ 4,465.00		120581
			001-571-023-0	Library - Health Insurance	$ 254.00		
			001-572-214-0	Parks & Rec - Overtime	$ 760.00		
			001-572-352-50	Wildlife Refuge - Oper Supplies Fuel	$ 192.00		
			001-572-412-0	HL - Regular Salaries	$ 6,386.00		
			001-572-452-50	HL - Operating Supplies Fuel	$ 269.00		
			001-572-552-0	HL - Operating Supplies	$ 1,306.00		
			001-571-011-0	Library - Executive Salaries		$ 4,719.00	
			001-572-211-0	Parks & Rec - Executive Salaries		$ 760.00	
			001-572-346-0	Wildlife Refuge - Repair & Maintenance		$ 192.00	
			001-572-423-0	HL - Health Insurance		$ 6,655.00	
			001-572-541-0	PP - Communications		$ 1,306.00	
26-339	10/28/2026	Transportation Trust	102-541-011-0	TT - Executive Salary	$ 1,151.00		120583
			102-541-252-50	Shop Maintenance - Fuel	$ 4,232.00		
			102-541-452-50	OSA - Op Supplies Fuel	$ 8,405.00		
			102-541-511-0	Cap Proj - Executive Salaries	$ 15,609.00		
			102-541-552-50	Cap Proj - Oper Supplies Fuel	$ 13.00		
			102-541-012-0	TT - Regular Salaries		$ 1,151.00	
			102-541-246-0	Shop Maintenance - Repair & Maintenance		$ 4,232.00	
			102-541-446-0	OSA - Repair & Maintenance		$ 8,405.00	
			102-541-523-0	Cap Proj - Health Insurance		$ 15,622.00	
26-340	10/28/2026	Fine & Forfeiture	103-712-014-0	FF Facilities - Overtime	$ 5,776.00		120586
			103-719-064-0	Court Inov - Machinery & Equipment	$ 11,310.00		
			103-733-112-0	Co Probation - Regular Salaries	$ 4,052.00		
			103-733-122-0	Co Probation - Retirement	$ 557.00		
			103-712-012-0	FF Facilties - Reg Salaries		$ 5,776.00	
			103-719-000-0	Court Innovations		$ 11,310.00	
			103-733-111-0	Co Probation - Executive Salaries		$ 4,609.00	
26-341	10/28/2026	Fire Rescue	107-522-011-0	FC - Executive Salaries	$ 2,541.00		120587
			107-522-051-0	FC - Office Supplies	$ 30.00		
			107-522-052-50	FC - Operating Supplies Fuel	$ 1,015.00		
			107-522-012-0	FC - Regular Salaries		$ 2,541.00	
			107-522-041-0	FC - Communications		$ 1,045.00	
26-342	10/28/2026	Mining	109-519-611-00	Mining - Executive Salaries	$ 80,821.00		120588
			109-519-612-00	Mining - Regular Salaries		$ 80,821.00	
26-343	10/28/2026	Tourist Development	112-559-023-00	TDC - Life & Health Insurance	$ 745.00		120590
			112-559-011-00	TDC - Executive Salaries		$ 745.00	
26-344	10/28/2026	Utilities	402-533-112-0	WH Water - Regular Salaries	$ 2,873.00		120592
			402-533-152-50	WH Water - Op Suplies Fuel	$ 630.00		
			402-535-112-0	WH Wstwater - Regular Salaries	$ 2,873.00		
			402-535-152-50	WH Wstwater - Op Supplies Fuel	$ 183.00		
			402-533-111-0	WH Water - Executive Salaries		$ 2,873.00	
			402-533-152-0	WH Water - Operating Supplies		$ 630.00	
			402-535-111-0	WH Wstwater - Executive Salaries		$ 2,873.00	
			402-535-152-0	WH Wstwater- Operating Supplies		$ 183.00	
26-345	10/28/2026	Solid Waste	403-534-012-0	SW - Regular Salaries	$ 21,669.00		120594
			403-534-014-0	SW - Overtime	$ 1,050.00		
			403-534-052-50	SW - Operating Supplies Fuel	$ 1,177.00		
			403-534-011-0	SW - Executive Salaries		$ 22,719.00	
			403-534-052-0	SW - Operating Supplies		$ 1,177.00	

2025-2026 4th Quarter
Budget Amendments

Amendments are in Orange

Contingency are in yellow

Amendment #	Date	Department	Account #	Classification	Increase	Decrease	Batch #
26-346	10/29/2026	Utilities	402-533-146-0	WH Water - Repair & Maintenance	$ 14,989.00		120614
			402-533-164-0	WH Water - Machinery & Equipment		$ 14,989.00	
26-347	11/2/2026	Transportation Trust	102-541-511-0	Cap Projects - Executive Salaries	$ 100.00		120662
			102-541-523-0	Cap Projects - Health Insurance		$ 100.00	
26-348	11/2/2026	General Fund	001-519-413-0	Facilities Mgmt - Other Salaries	$ 1,082.00		120663
			001-519-423-0	Facilities Mgmt - Health Insurance		$ 1,082.00	
26-349	11/4/2026	General Fund	001-523-031-1	Sheriff Medical Care Inmates	$ 75,000.00		120748
			001-562-400-0	Human Serv - Matching Hospital		$ 75,000.00	
26-350	11/19/2026	Grants Management	135-361-100-34	DEP RED FL Vulnerability Interest	$ 2,767.90		
			135-581-000-21	Grants Transfer to General Fund	$ 2,767.90		
26-351	11/19/2026	General Fund	001-381-100-11	General Fund Transfer from Grants	$ 2,767.00		
			001-513-621-0	Grants FICA	$ 849.00		
			001-513-621-1	Grants Medicare	$ 197.00		
			001-513-641-0	Grants Communication	$ 57.00		
			001-513-711-0	OMB Executive Salaries	$ 1,664.00		
26-352	11/19/2026	Grants Management	135-331-500-07	HMGP Grant - Sheriff Office Generator	$ 7,924.00		
			135-581-000-21	Grants Transfer to GF	$ 7,924.00		
26-353	11/19/2026	General Fund	001-381-100-11	General Fund Transfer from Grants	$ 7,924.00		
			001-513-711-0	OMB Executive Salaries	$ 7,924.00		

BUDGET ADJUSTMENTS
2025-2026 SUMMARY

FUND NUMBER	FUND DESCRIPTION	OCTOBER '25		NOVEMBER '25		DECEMBER '25		JANUARY '26		FEBRUARY '26		MARCH '26	
		TRANSFERS	AMENDMENTS	TRANSFERS	AMENDMENTS	TRANSFERS	AMENDMENTS	TRANSFERS	AMENDMENTS	TRANSFERS	AMENDMENTS	TRANSFERS	AMENDMENTS
001	General Revenue	1		8		5	1	6		9		10	1
102	Transportation Trust	2				4		4		3		4	
103	Fine & Forfeiture	1		2		1		1		2		1	
107	Fire Control												
109	Mining							1					
110	E-911												
111	Disaster	1				3		1		1		1	
112	Tourist Tax									1			
113	Indigent												
135	Grants	1		2	1	4	12		2	1	1		7
401	Vandolah					1							
402	Wauchula Hills	1											2
403	Solid Waste			1		1				2			
608	LETF												
609	LETF												
MONTHLY TOTALS		7	-	13	1	19	13	13	2	19	1	16	10

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FUND NUMBER	FUND DESCRIPTION	APRIL '26		MAY '26		JUNE '26		JULY '26		AUGUST '26		SEPTEMBER '26	
		TRANSFERS	AMENDMENTS	TRANSFERS	AMENDMENTS	TRANSFERS	AMENDMENTS	TRANSFERS	AMENDMENTS	TRANSFERS	AMENDMENTS	TRANSFERS	AMENDMENTS
001	General Revenue	12		31	1	23	1	12	1	27		40	3
102	Transportation Trust	3		1	1	1		3		4		15	
103	Fine & Forfeiture	1		2				2		2		8	
107	Fire Control	1		2				3				1	
109	Mining											2	
110	E-911												2
111	Disaster	1	1										
112	Tourist Tax			1				1				1	
113	Indigent												
135	Grants		2	1	1		3			2	1	2	4
401	Vandolah									1		1	
402	Wauchula Hills WW					2		2		2		3	
403	Solid Waste					1		1		2		3	
608	LETF										1		
609	LETF										1		
MONTHLY TOTALS		18	3	38	3	27	4	24	1	40	3	76	9

FUND NUMBER	FUND DESCRIPTION	FY 25-26	
		TRANSFERS	AMENDMENTS
001	General Revenue	184	8
102	Transportation Trust	44	1
103	Fine & Forfeiture	23	-
107	Fire Control	7	-
109	Mining	3	-
110	E-911	-	2
111	Disaster	8	1
112	Tourist Tax	4	-
113	Indigent	-	-
135	Grants	13	34
401	Vandolah WW	3	-
402	Wauchula Hills WW	10	2
403	Solid Waste	11	-
608	LETF	-	1
609	LETF	-	1
ANNUAL TOTAL		310	50

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STATE-FUNDED GRANT AGREEMENT

FPN: 458709-1-54-01	Fund: GRSC Org Code: 55013030152	FLAIR Category: FLAIR Obj: 751000
FPN:	Fund: Org Code:	FLAIR Category: FLAIR Obj:
FPN:	Fund: Org Code:	FLAIR Category: FLAIR Obj:
County No:06	Contract No:	Vendor No: F596000632048

THIS STATE-FUNDED GRANT AGREEMENT ("Agreement") is entered into on _____, (This date to be entered by DOT only) by and between the State of Florida Department of Transportation, ("Department"), and Hardee County, ("Recipient"). The Department and the Recipient are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties".

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority:** The Department is authorized to enter into this Agreement pursuant to Sections 334.044, 334.044(7), and (*select the applicable statutory authority for the program(s) below):*
   - ☐ Section 339.2817 Florida Statutes, County Incentive Grant Program (CIGP), (ALN 55.008)
   - ☒ Section 339.2818 Florida Statutes, Small County Outreach Program (SCOP), (ALN 55.009)
   - ☐ Section 339.2816 Florida Statutes, Small County Road Assistance Program (SCRAP), (ALN 55.016)
   - ☐ Section 339.2819 Florida Statutes, Transportation Regional Incentive Program (TRIP), (ALN 55.026)
   - ☐ Insert Legal Authority , Insert Funding Program Name , Insert ALN Number

   The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"**, **Recipient Resolution**, and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in construction and construction engineering and inspection of the repairs to Griffin Road Bridge #060030, at Peace River between W Miller Road & E River Lane, as further described in **Exhibit "A", Project Description and Responsibilities**, attached to and incorporated into this Agreement ("Project"); to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.

3. **Term of the Agreement, Commencement and Completion of the Project:** This Agreement shall commence upon full execution by both Parties and the Recipient shall complete the Project on or before 06/30/2029. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The Recipient acknowledges that no funding for the Project will be provided by the State under this Agreement for work on the Project that is not timely completed and invoiced in accordance with the terms of this Agreement, or for work performed prior to full execution of the Agreement. Notwithstanding the expiration of the required completion date provided in this Agreement and the consequent potential unavailability of any unexpended portion of State funding to be provided under this Agreement, the Recipient shall remain obligated to complete all aspects of the Project identified in **Exhibit "A"** in accordance with the remaining terms of this Agreement, unless otherwise agreed by the Parties, in writing.

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Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Recipient for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Recipient shall not begin the construction phase of the Project until the Department issues a written Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Recipient shall request a Notice to Proceed from the Department.

4. **Amendments, Extensions and Assignment:** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be assigned, transferred or otherwise encumbered by the Recipient under any circumstances without the prior written consent of the Department.

5. **Termination or Suspension of Project:** The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable laws or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department may also terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.

    a. If the Department terminates the Agreement, the Department shall notify the Recipient of such termination in writing within thirty (30) days of the Department's determination to terminate the Agreement, with instructions as to the effective date of termination or to specify the stage of work at which the Agreement is to be terminated.

    b. The Parties to this Agreement may also terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions through mutual written agreement.

    c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.

    d. Upon termination of this Agreement, the Recipient shall, within thirty (30) days, refund to the Department any funds determined by the Department to have been expended in violation of this Agreement.

6. **Project Cost:**

    a. The estimated cost of the Project is $499,880.00 (Four Hundred Ninety-Nine Thousand Eight Hundred Eighty Dollars). This amount is based upon the Schedule of Financial Assistance in **Exhibit "B", Schedule of Financial Assistance**, attached and incorporated in this Agreement. The Schedule of Financial Assistance may be modified by execution of an amendment of the Agreement by the Parties.

    b. The Department agrees to participate in the Project cost up to the maximum amount of $499,880.00 (Four Hundred Ninety-Nine Thousand Eight Hundred Eighty Dollars) and, additionally the Department's participation in the Project shall not exceed 100% of the total cost of the Project, and as more fully described in **Exhibit "B"**. The Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of an amendment. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits incurred in connection with completion of the Project.

    c. The Department's participation in eligible Project costs is subject to, but not limited to:

        i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;

        ii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

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iii. Department approval of the Project scope and budget at the time appropriation authority becomes available.

7. Compensation and Payment:

a. The Department shall reimburse the Recipient for costs incurred to perform services described in the Project Description and Responsibilities in **Exhibit "A**", and as set forth in the Schedule of Financial Assistance in **Exhibit "B"**.

b. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**, Project Description and Responsibilities. Any changes to the deliverables shall require an amendment executed by both parties.

c. Invoices shall be submitted no more often than monthly and no less than quarterly by the Recipient in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable and verifiable deliverables as established in **Exhibit "A"**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursements. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.

d. If Recipient is considered a rural community or rural area of opportunity, as these terms are defined by Section 288.0656(2), Florida Statutes, Recipient may submit payment requests for eligible performance completed/costs incurred under this Agreement pursuant to **Exhibit "H", Alternative Advance Payment Financial Provisions**.

e. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.

f. Travel expenses are not compensable under this Agreement.

g. Payment shall only be made after receipt and approval of deliverables and costs incurred unless the payment is made under **Exhibit "H"** or advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed or paid under **Exhibit "H"**, to the extent of the non-performance. The Recipient will not be reimbursed or paid until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for any unpaid performance completed by the Recipient during the next billing period or as provided by **Exhibit "H",** Alternative Advance Payment Financial Provisions. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

Recipients receiving financial assistance from the Department should be aware of the following time frames. Inspection and approval of deliverables and costs incurred shall take no longer than 20 days

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from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables and costs incurred are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to a Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Recipient who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

h. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the Department for a proper audit of costs.

i. **Progress Reports.** Upon request, the Recipient agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

j. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

k. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

l. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's financial assistance for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Recipient. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.

m. In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

> "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal

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years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."

n. Any Project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Recipient in violation of this Agreement or any other applicable law or regulation, shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Recipient files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.

o. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the execution of this Agreement, costs incurred prior to issuance of a Notice to Proceed, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved Schedule of Financial Assistance in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

8. General Requirements:

The Recipient shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

a. The Recipient must obtain written approval from the Department prior to performing itself (through the efforts of its own employees) any aspect of the Project that will be funded under this Agreement.

☐ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).

b. The Recipient shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.

c. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

d. The Recipient shall have the sole responsibility for resolving claims and requests for additional work for the Project by the Recipient's contractors and consultants. No funds will be provided for payment of claims or additional work on the Project under this Agreement without the prior written approval of the claim or request for additional work by Department.

9. Contracts of the Recipient

a. The Department has the right to review and approve any and all third party contracts with respect to the Project before the Recipient executes any contract or obligates itself in any manner requiring the disbursement of Department funds under this Agreement, including consultant or construction contracts or amendments thereto. If the Department exercises this right and the Recipient fails to obtain such approval, the Department may deny payment to the Recipient. The Department may review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.

b. It is understood and agreed by the parties hereto that participation by the Department in a project that involves the purchase of commodities or contractual services or the purchasing of capital equipment or the equipping of facilities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 Florida Statutes, is contingent on the Recipient complying in full with the provisions of

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Chapter 287.057 Florida Statutes The Recipient shall certify to the Department that the purchase of commodities or contractual services has been accomplished in compliance with Chapter 287.057 Florida Statutes It shall be the sole responsibility of the Recipient to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B"**, or that are not consistent with the Project description and scope of services contained in **Exhibit "A"** must be approved by the Department prior to Recipient execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department.

c. Participation by the Department in a project that involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

d. If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

10. Design and Construction Standards and Required Approvals: In the event the Project includes construction the following provisions are incorporated into this Agreement:

a. The Recipient is responsible for obtaining all permits necessary for the Project.

b. In the event the Project involves construction on the Department's right-of-way, the Recipient shall provide the Department with written notification of either its intent to:

i. Award the construction of the Project to a Department prequalified contractor which is the lowest and best bidder in accordance with applicable state and federal statutes, rules, and regulations. The Recipient shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or

ii. Construct the Project utilizing existing Recipient employees, if the Recipient can complete said Project within the time frame set forth in this Agreement. The Recipient's use of this option is subject to approval by the Department.

c. The Recipient shall hire a qualified contractor using the Recipient's normal bid procedures to perform the construction work for the Project. For projects that are not located on the Department's right-of-way, the Recipient is not required to hire a contractor prequalified by the Department unless the Department notifies the Recipient prior to letting that they are required to hire a contractor prequalified by the Department.

d. The Recipient is responsible for provision of Construction Engineering Inspection (CEI) services. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant firm that includes one individual that has completed the Advanced Maintenance of Traffic Level Training. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall have the right to approve the CEI firm. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Subject to the approval of the Department, the Recipient may choose to satisfy the requirements set forth in this paragraph by either hiring a Department prequalified consultant firm or utilizing Recipient staff that meet the requirements of this paragraph, or a combination thereof.

e. The Recipient is responsible for the preparation of all design plans for the Project. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant for the design phase of the Project using the Recipient's normal procurement procedures to perform the design services for the Project.

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Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. All design work on the Project shall be performed in accordance with the requirements of all applicable laws and governmental rules and regulations and federal and state accepted design standards for the type of construction contemplated by the Project, including, as applicable, but not limited to, the applicable provisions of the Manual of Uniform Traffic Control Devices (MUTCD) and the AASHTO Policy on Geometric Design of Streets and Highways. If any portion of the Project will be located on, under, or over any Department-owned right-of-way, the Department shall review the Project's design plans for compliance with all applicable standards of the Department, as provided in **Exhibit "O", Terms and Conditions of Construction**, which is attached to and incorporated into this Agreement.

f. The Recipient shall adhere to the Department's Conflict of Interest Procedure (FDOT Topic No. 375-030-006).

g. The Recipient will provide copies of the final design plans and specifications and final bid documents to the Department's Construction Project Manager prior to commencing construction of the Project. The Department will specify the number of copies required and the required format.

h. The Recipient shall require the Recipient's contractor to post a payment and performance bond in accordance with applicable law.

i. The Recipient shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Recipient and Department standards.

j. Upon completion of the work authorized by this Agreement, the Recipient shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto and incorporated herein as **Exhibit "C", Engineers Certification of Completion**. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

k. The Recipient shall provide the Department with as-built plans of any portions of the Project funded through the Agreement prior to final inspection.

11. Maintenance Obligations: In the event the Project includes construction then the following provisions are incorporated into this Agreement:

a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

☒ shall

☐ shall not

maintain the improvements located on the Department right-of-way made for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the State funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D"**. This provision will survive termination of this Agreement.

12. State Single Audit: The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

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a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Recipient's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or the Auditor General.

b. The Recipient, a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:

i. In the event the Recipient meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "J", State Financial Assistance (Florida Single Audit Act)** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, 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.

ii. In connection with the audit requirements, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

iii. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Recipient's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).

iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

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Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, FL 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

vi. The Recipient, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.

vii. Upon receipt, and within six months, the Department will review the Recipient's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Recipient fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.

viii. As a condition of receiving state financial assistance, the Recipient shall permit the Department, or its designee, DFS or the Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, DFS or the Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department, or its designee, DFS or the Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

13. Restrictions, Prohibitions, Controls and Labor Provisions:

a. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

b. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public

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entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

c. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.

d. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

e. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

f. The Recipient shall:

i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Recipient during the term of the contract; and

ii. Expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor and subcontractor during the contract term.

g. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

h. In accordance with Section 787.06(13), Florida Statutes, the Recipient must verify its contractors or subcontractors are not engaged in coercion for labor or services.

14. Indemnification and Insurance:

a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.

b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's or the Recipient's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.

c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

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"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY].

The foregoing indemnification shall not constitute a waiver of the Department's or [RECIPIENT']'s sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

d. The Recipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultants have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.

e. If the Recipient elects to self-perform the Project, and such self-performance is approved by the Department in accordance with the terms of this Agreement, the Recipient may self-insure and proof of self-insurance shall be provided to the Department. If the Recipient elects to hire a contractor or consultant to perform the Project, then the Recipient shall, or cause its contractor or consultant to carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Recipient shall, or cause its contractor to cause the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than $1,000,000 for each occurrence and not less than a $5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Recipient is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

f. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Recipient shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than $2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than $6,000,000. The railroad shall also be

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added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

g. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

15. Miscellaneous:

a. In no event shall any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

b. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

c. The Recipient and the Department agree that the Recipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.

d. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

e. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.

f. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

g. The Department reserves the right to unilaterally terminate this Agreement for failure by the Recipient to comply with the provisions of Chapter 119, Florida Statutes.

h. The Recipient agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes

i. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Recipient agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

j. This Agreement does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

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16. Exhibits.

a. **Exhibits A, B, D, F, H,** and **J** are attached to and incorporated into this Agreement.

b. ☒ The Project will involve construction, therefore, **Exhibit "C"**, Engineer's Certification of Compliance is attached and incorporated into this Agreement.

c. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.

d. ☐ A portion or all of the Project will utilize the Department's right-of-way and, therefore, **Exhibit O**, **Terms and Conditions of Construction in Department Right-of-Way**, is attached and incorporated into this Agreement.

e. ☐ The following Exhibit(s), in addition to those listed in 16.a. through 16.f., are attached and incorporated into this Agreement: _____

f. Exhibit and Attachment List

Exhibit A: Project Description and Responsibilities
Exhibit B: Schedule of Financial Assistance
*Exhibit C: Engineer's Certification of Compliance
Exhibit D: Recipient Resolution
Exhibit F: Contract Payment Requirements
Exhibit H: Alternative Advance Payment Financial Provisions
Exhibit J: State Financial Assistance (Florida Single Audit Act)
*Exhibit K: Advance Project Reimbursement
*Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

*Additional Exhibit(s):
*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

The remainder of this page intentionally left blank.

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IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

RECIPIENT HARDEE COUNTY

By: _____

Name: _____

Title: _____

STATE OF FLORIDA,
DEPARTMENT OF TRANSPORTATION

By: _____

Name: _____

Title: _____

Legal Review:

By: _____ DS

Name: _____

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STATE-FUNDED GRANT AGREEMENT

FPN: 458709-1-54-01	Fund: GRSC Org Code: 55013030152	FLAIR Category: FLAIR Obj: 751000
FPN:	Fund: Org Code:	FLAIR Category: FLAIR Obj:
FPN:	Fund: Org Code:	FLAIR Category: FLAIR Obj:
County No:06	Contract No:	Vendor No: F596000632048

THIS STATE-FUNDED GRANT AGREEMENT ("Agreement") is entered into on _____, (This date to be entered by DOT only) by and between the State of Florida Department of Transportation, ("Department"), and Hardee County, ("Recipient"). The Department and the Recipient are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties".

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority:** The Department is authorized to enter into this Agreement pursuant to Sections 334.044, 334.044(7), and (*select the applicable statutory authority for the program(s) below):*
   - ☐ Section 339.2817 Florida Statutes, County Incentive Grant Program (CIGP), (ALN 55.008)
   - ☒ Section 339.2818 Florida Statutes, Small County Outreach Program (SCOP), (ALN 55.009)
   - ☐ Section 339.2816 Florida Statutes, Small County Road Assistance Program (SCRAP), (ALN 55.016)
   - ☐ Section 339.2819 Florida Statutes, Transportation Regional Incentive Program (TRIP), (ALN 55.026)
   - ☐ Insert Legal Authority , Insert Funding Program Name , Insert ALN Number

   The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"**, **Recipient Resolution**, and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in construction and construction engineering and inspection of the repairs to Griffin Road Bridge #060030, at Peace River between W Miller Road & E River Lane, as further described in **Exhibit "A", Project Description and Responsibilities**, attached to and incorporated into this Agreement ("Project"); to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.

3. **Term of the Agreement, Commencement and Completion of the Project:** This Agreement shall commence upon full execution by both Parties and the Recipient shall complete the Project on or before 06/30/2029. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The Recipient acknowledges that no funding for the Project will be provided by the State under this Agreement for work on the Project that is not timely completed and invoiced in accordance with the terms of this Agreement, or for work performed prior to full execution of the Agreement. Notwithstanding the expiration of the required completion date provided in this Agreement and the consequent potential unavailability of any unexpended portion of State funding to be provided under this Agreement, the Recipient shall remain obligated to complete all aspects of the Project identified in **Exhibit "A"** in accordance with the remaining terms of this Agreement, unless otherwise agreed by the Parties, in writing.

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Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Recipient for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Recipient shall not begin the construction phase of the Project until the Department issues a written Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Recipient shall request a Notice to Proceed from the Department.

4. **Amendments, Extensions and Assignment:** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be assigned, transferred or otherwise encumbered by the Recipient under any circumstances without the prior written consent of the Department.

5. **Termination or Suspension of Project:** The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable laws or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department may also terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.

    a. If the Department terminates the Agreement, the Department shall notify the Recipient of such termination in writing within thirty (30) days of the Department's determination to terminate the Agreement, with instructions as to the effective date of termination or to specify the stage of work at which the Agreement is to be terminated.

    b. The Parties to this Agreement may also terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions through mutual written agreement.

    c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.

    d. Upon termination of this Agreement, the Recipient shall, within thirty (30) days, refund to the Department any funds determined by the Department to have been expended in violation of this Agreement.

6. **Project Cost:**

    a. The estimated cost of the Project is $499,880.00 (Four Hundred Ninety-Nine Thousand Eigh Hunded Eighty Dollars). This amount is based upon the Schedule of Financial Assistance in **Exhibit "B", Schedule of Financial Assistance**, attached and incorporated in this Agreement. The Schedule of Financial Assistance may be modified by execution of an amendment of the Agreement by the Parties.

    b. The Department agrees to participate in the Project cost up to the maximum amount of $499,880.00 (Four Hundred Ninety-Nine Thousand Eigh Hunded Eighty Dollars) and, additionally the Department's participation in the Project shall not exceed 100% of the total cost of the Project, and as more fully described in **Exhibit "B"**. The Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of an amendment. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits incurred in connection with completion of the Project.

    c. The Department's participation in eligible Project costs is subject to, but not limited to:

        i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;

        ii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

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iii. Department approval of the Project scope and budget at the time appropriation authority becomes available.

7. Compensation and Payment:

a. The Department shall reimburse the Recipient for costs incurred to perform services described in the Project Description and Responsibilities in **Exhibit "A**", and as set forth in the Schedule of Financial Assistance in **Exhibit "B"**.

b. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**, Project Description and Responsibilities. Any changes to the deliverables shall require an amendment executed by both parties.

c. Invoices shall be submitted no more often than monthly and no less than quarterly by the Recipient in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable and verifiable deliverables as established in **Exhibit "A"**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursements. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.

d. If Recipient is considered a rural community or rural area of opportunity, as these terms are defined by Section 288.0656(2), Florida Statutes, Recipient may submit payment requests for eligible performance completed/costs incurred under this Agreement pursuant to **Exhibit "H", Alternative Advance Payment Financial Provisions**.

e. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.

f. Travel expenses are not compensable under this Agreement.

g. Payment shall only be made after receipt and approval of deliverables and costs incurred unless the payment is made under **Exhibit "H"** or advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed or paid under **Exhibit "H"**, to the extent of the non-performance. The Recipient will not be reimbursed or paid until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for any unpaid performance completed by the Recipient during the next billing period or as provided by **Exhibit "H",** Alternative Advance Payment Financial Provisions. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

Recipients receiving financial assistance from the Department should be aware of the following time frames. Inspection and approval of deliverables and costs incurred shall take no longer than 20 days

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from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables and costs incurred are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to a Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Recipient who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

h. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the Department for a proper audit of costs.

i. **Progress Reports.** Upon request, the Recipient agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

j. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

k. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

l. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's financial assistance for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Recipient. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.

m. In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

> "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal

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years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."

n. Any Project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Recipient in violation of this Agreement or any other applicable law or regulation, shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Recipient files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.

o. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the execution of this Agreement, costs incurred prior to issuance of a Notice to Proceed, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved Schedule of Financial Assistance in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

8. General Requirements:

The Recipient shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

a. The Recipient must obtain written approval from the Department prior to performing itself (through the efforts of its own employees) any aspect of the Project that will be funded under this Agreement.

☐ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).

b. The Recipient shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.

c. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

d. The Recipient shall have the sole responsibility for resolving claims and requests for additional work for the Project by the Recipient's contractors and consultants. No funds will be provided for payment of claims or additional work on the Project under this Agreement without the prior written approval of the claim or request for additional work by Department.

9. Contracts of the Recipient

a. The Department has the right to review and approve any and all third party contracts with respect to the Project before the Recipient executes any contract or obligates itself in any manner requiring the disbursement of Department funds under this Agreement, including consultant or construction contracts or amendments thereto. If the Department exercises this right and the Recipient fails to obtain such approval, the Department may deny payment to the Recipient. The Department may review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.

b. It is understood and agreed by the parties hereto that participation by the Department in a project that involves the purchase of commodities or contractual services or the purchasing of capital equipment or the equipping of facilities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 Florida Statutes, is contingent on the Recipient complying in full with the provisions of

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Chapter 287.057 Florida Statutes The Recipient shall certify to the Department that the purchase of commodities or contractual services has been accomplished in compliance with Chapter 287.057 Florida Statutes It shall be the sole responsibility of the Recipient to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B"**, or that are not consistent with the Project description and scope of services contained in **Exhibit "A"** must be approved by the Department prior to Recipient execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department.

c. Participation by the Department in a project that involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

d. If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

10. Design and Construction Standards and Required Approvals: In the event the Project includes construction the following provisions are incorporated into this Agreement:

a. The Recipient is responsible for obtaining all permits necessary for the Project.

b. In the event the Project involves construction on the Department's right-of-way, the Recipient shall provide the Department with written notification of either its intent to:

i. Award the construction of the Project to a Department prequalified contractor which is the lowest and best bidder in accordance with applicable state and federal statutes, rules, and regulations. The Recipient shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or

ii. Construct the Project utilizing existing Recipient employees, if the Recipient can complete said Project within the time frame set forth in this Agreement. The Recipient's use of this option is subject to approval by the Department.

c. The Recipient shall hire a qualified contractor using the Recipient's normal bid procedures to perform the construction work for the Project. For projects that are not located on the Department's right-of-way, the Recipient is not required to hire a contractor prequalified by the Department unless the Department notifies the Recipient prior to letting that they are required to hire a contractor prequalified by the Department.

d. The Recipient is responsible for provision of Construction Engineering Inspection (CEI) services. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant firm that includes one individual that has completed the Advanced Maintenance of Traffic Level Training. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall have the right to approve the CEI firm. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Subject to the approval of the Department, the Recipient may choose to satisfy the requirements set forth in this paragraph by either hiring a Department prequalified consultant firm or utilizing Recipient staff that meet the requirements of this paragraph, or a combination thereof.

e. The Recipient is responsible for the preparation of all design plans for the Project. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant for the design phase of the Project using the Recipient's normal procurement procedures to perform the design services for the Project.

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Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. All design work on the Project shall be performed in accordance with the requirements of all applicable laws and governmental rules and regulations and federal and state accepted design standards for the type of construction contemplated by the Project, including, as applicable, but not limited to, the applicable provisions of the Manual of Uniform Traffic Control Devices (MUTCD) and the AASHTO Policy on Geometric Design of Streets and Highways. If any portion of the Project will be located on, under, or over any Department-owned right-of-way, the Department shall review the Project's design plans for compliance with all applicable standards of the Department, as provided in **Exhibit "O", Terms and Conditions of Construction**, which is attached to and incorporated into this Agreement.

f. The Recipient shall adhere to the Department's Conflict of Interest Procedure (FDOT Topic No. 375-030-006).

g. The Recipient will provide copies of the final design plans and specifications and final bid documents to the Department's Construction Project Manager prior to commencing construction of the Project. The Department will specify the number of copies required and the required format.

h. The Recipient shall require the Recipient's contractor to post a payment and performance bond in accordance with applicable law.

i. The Recipient shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Recipient and Department standards.

j. Upon completion of the work authorized by this Agreement, the Recipient shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto and incorporated herein as **Exhibit "C", Engineers Certification of Completion**. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

k. The Recipient shall provide the Department with as-built plans of any portions of the Project funded through the Agreement prior to final inspection.

11. Maintenance Obligations: In the event the Project includes construction then the following provisions are incorporated into this Agreement:

a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

☒ shall

☐ shall not

maintain the improvements located on the Department right-of-way made for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the State funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D"**. This provision will survive termination of this Agreement.

12. State Single Audit: The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

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a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Recipient's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or the Auditor General.

b. The Recipient, a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:

i. In the event the Recipient meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "J", State Financial Assistance (Florida Single Audit Act)** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, 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.

ii. In connection with the audit requirements, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

iii. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Recipient's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).

iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

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Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, FL 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

vi. The Recipient, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.

vii. Upon receipt, and within six months, the Department will review the Recipient's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Recipient fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.

viii. As a condition of receiving state financial assistance, the Recipient shall permit the Department, or its designee, DFS or the Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, DFS or the Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department, or its designee, DFS or the Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

13. Restrictions, Prohibitions, Controls and Labor Provisions:

a. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

b. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public

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entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

c. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.

d. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

e. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

f. The Recipient shall:

i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Recipient during the term of the contract; and

ii. Expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor and subcontractor during the contract term.

g. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

h. In accordance with Section 787.06(13), Florida Statutes, the Recipient must verify its contractors or subcontractors are not engaged in coercion for labor or services.

14. Indemnification and Insurance:

a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.

b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's or the Recipient's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.

c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

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"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY].

The foregoing indemnification shall not constitute a waiver of the Department's or [RECIPIENT']'s sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

d. The Recipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultants have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.

e. If the Recipient elects to self-perform the Project, and such self-performance is approved by the Department in accordance with the terms of this Agreement, the Recipient may self-insure and proof of self-insurance shall be provided to the Department. If the Recipient elects to hire a contractor or consultant to perform the Project, then the Recipient shall, or cause its contractor or consultant to carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Recipient shall, or cause its contractor to cause the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than $1,000,000 for each occurrence and not less than a $5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Recipient is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

f. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Recipient shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than $2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than $6,000,000. The railroad shall also be

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added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

g. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

15. Miscellaneous:

a. In no event shall any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

b. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

c. The Recipient and the Department agree that the Recipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.

d. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

e. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.

f. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

g. The Department reserves the right to unilaterally terminate this Agreement for failure by the Recipient to comply with the provisions of Chapter 119, Florida Statutes.

h. The Recipient agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes

i. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Recipient agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

j. This Agreement does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

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16. Exhibits.

a. **Exhibits A, B, D, F, H,** and **J** are attached to and incorporated into this Agreement.

b. ☒ The Project will involve construction, therefore, **Exhibit "C"**, Engineer's Certification of Compliance is attached and incorporated into this Agreement.

c. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.

d. ☐ A portion or all of the Project will utilize the Department's right-of-way and, therefore, **Exhibit O**, **Terms and Conditions of Construction in Department Right-of-Way**, is attached and incorporated into this Agreement.

e. ☐ The following Exhibit(s), in addition to those listed in 16.a. through 16.f., are attached and incorporated into this Agreement: _____

f. Exhibit and Attachment List

Exhibit A: Project Description and Responsibilities
Exhibit B: Schedule of Financial Assistance
*Exhibit C: Engineer's Certification of Compliance
Exhibit D: Recipient Resolution
Exhibit F: Contract Payment Requirements
Exhibit H: Alternative Advance Payment Financial Provisions
Exhibit J: State Financial Assistance (Florida Single Audit Act)
*Exhibit K: Advance Project Reimbursement
*Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

*Additional Exhibit(s):
*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

The remainder of this page intentionally left blank.

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IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

RECIPIENT HARDEE COUNTY

By: _____

Name: _____

Title: _____

STATE OF FLORIDA,
DEPARTMENT OF TRANSPORTATION

By: _____

Name: _____

Title: _____

Legal Review:

By: _____

Name: _____

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EXHIBIT A

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 458709-1-54-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and

Hardee County (the Recipient)

PROJECT LOCATION:

☐ The project is on the National Highway System.

☐ The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: Approximately 0.001 miles, MP 0.927 to 0.928

PROJECT DESCRIPTION: The purpose of this exhibit is to describe the scope of work and the responsibilities of Hardee County in connection with tconstruction and construction engineering and inspection of the repairs to Griffin Road Bridge #060030, at Peace River between W Miller Road & E River Lane.

The general objective is for Hardee County to provide contract administration, construction oversight, management services, and quality acceptance reviews for all work associated with the project. The services performed shall be in accordance with applicable Department criteria, the FDOT Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways, and applicable City, County, and permitting agency manuals, guidelines, and specifications.

Specifically and non inclusive, the following are included in the Scope of Services

1. Mobilize personnel, equipment, and materials necessary to complete the bridge pile repairs.
2. Provide and maintain traffic control necessary to safely perform the work within the project limits.
3. Install standard integral structural pile jackets on four deteriorated steel piles at Bent 5 of Bridge No. 060030.
4. Install cathodic protection systems for the four structural pile jackets.
5. Perform the miscellaneous structural steel rehabilitation required for the pile-jacket repairs in accordance with the approved construction plans and specifications.
6. Provide prevention, control, and abatement of erosion and water pollution during construction, including measures necessary for work within and adjacent to the Peace River.
7. Coordinate construction activities with utility owners where applicable. Utility relocation is not included because the application identifies no existing utility conflicts.
8.Restore areas disturbed by construction, including placement of performance turf or sod where required.
9. Complete the work within the existing Griffin Road right-of-way. Right-of-way acquisition is not included.

Construction Engineering and Inspection

10. Provide CEI services for administration, inspection, materials verification, documentation, and acceptance of the construction work in accordance with the approved plans, specifications, contract documents, and applicable FDOT requirements.
11. Observe and document construction of the pile jackets, cathodic protection systems, miscellaneous structural steel rehabilitation, traffic control, erosion-control measures, and site restoration.
12. Review construction materials, certifications, test results, shop drawings, and contractor submittals for compliance with the contract documents, as applicable.

13. Measure and document completed quantities, review contractor pay requests, maintain required construction records, and support resolution of construction issues and contract changes.
14.Perform project closeout activities, including final inspection, preparation of the punch list, verification of corrective work, reconciliation of quantities, and assembly of final construction records..

SPECIAL CONSIDERATIONS BY RECIPIENT:

The Recipient is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

a) Construction complete by June 30, 2029.

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:
Upon receipt of an invoice, the Department will have twenty, (20) working days to review and approve the goods and services submitted for payment.

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EXHIBIT B
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS:	FINANCIAL PROJECT NUMBER:
Hardee County	458709-1-54-01

PHASE OF WORK by Fiscal Year:		MAXIMUM PARTICIPATION (1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	Indicate source of Local funds
Design- Phase 34 FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Design Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
Right-of-Way- Phase 44 FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Right-of-Way Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
Construction- Phase 54 FY: **2026/2027**	Maximum Department Participation (GRSC)	$499,880.00	$	$499,880.00	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Construction Cost	$499,880.00 100.00%	$ 0.00 %	$499,880.00 100.00%	
Construction Engineering and Inspection - Phase 64 FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Construction Engineering and Inspection Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
(Phase :) FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
	TOTAL COST OF THE PROJECT	$499,880.00	$ 0.00	$499,880.00	

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:
I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Holly Halt
District Grant Manager Name

Signed by:
133936697A4144B...
10/13/2026 | 3:14 PM EDT

Signature Date

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EXHIBIT C

ENGINEER'S CERTIFICATION OF COMPLIANCE

Engineer's Certification of Compliance. The Recipient shall complete and submit the following Notice of Completion and, if applicable, Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

NOTICE OF COMPLETION

STATE-FUNDED GRANT AGREEMENT
Between
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and HARDEE COUNTY

PROJECT DESCRIPTION:GRIFFIN ROAD BRIDGE #060030

FPID#: 458709-1-54-01

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of _____, 20__.

By: _____

Name: _____

Title: _____

ENGINEER'S CERTIFICATION OF COMPLIANCE

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification the Recipient shall furnish the Department a set of "as-built" plans certified by the Engineer of Record/CEI.

By: _____, _____ P.E.

SEAL:

Name: _____

Date: _____

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EXHIBIT D

RECIPIENT RESOLUTION

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

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EXHIBIT F

CONTRACT PAYMENT REQUIREMENTS
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

Salaries: Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

Fringe benefits: Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

Travel: Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

Other direct costs: Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

Indirect costs: If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

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Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf.

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EXHIBIT H

ALTERNATIVE ADVANCE PAYMENT FINANCIAL PROVISIONS

Note: When Recipient meets the definition of a rural community or Rural Area of Opportunity, as these terms are defined by **Section 288.0656(2), F.S.,** *or is considered a " governmental entity" authorized by the Department's Comptroller under* ***Section 334.044(29), F.S.,*** *as eligible for Alternative Advance Payment. The agreement for these entities must include the following language or exhibit.*

The process for requesting and obtaining approval for an alternative advance payment for "other governmental entities" is included in the ***Disbursement Handbook for Employees and Managers.*** *The Department's Comptroller or designee must approve any modifications to the provisions. Please see* ***Financial Provisions for All Department Funded Agreements Procedure (FDOT Topic No. 350-020-301) Section 1.1*** *and* ***4*** *for alternative advance pay guidelines.*

---

1. The amount of the invoice submitted to the Department for verified and eligible costs incurred by the Recipient or invoiced by the Recipient's contractor(s) and/or consultant(s) does not exceed the total amount of the costs incurred by the Recipient or invoice(s) received from the Recipient's contractor(s) or consultant(s).

2. All invoices received from the Recipient clearly separate any cost(s) incurred by the Recipient or the Recipient's contractor(s) or consultant(s) for eligible costs and performance under the terms and conditions of this Agreement.

3. All invoices submitted to the Department provide complete documentation, including copies of all contractor or consultant invoices when applicable and the date(s) the authorized work was performed and accepted by the Recipient, in sufficient detail to substantiate the eligibility of the cost(s) and performance covered by the Recipient's Invoice.

4. The Recipient has certified, on each invoice, that the costs incurred by the Recipient or invoiced by the Recipient's contractor(s) and/or consultant(s) are valid and have been incurred in performance of eligible work under the terms and conditions of this Agreement.

5. Each invoice subsequent to the first invoice submitted by the Recipient includes the Recipient's certification that all previously invoiced costs have been paid by the Recipient.

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EXHIBIT J

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Awarding Agency: Florida Department of Transportation

State Project Title and ALN Number:

- ☐ County Incentive Grant Program (CIGP), (ALN 55.008)
- ☒ Small County Outreach Program (SCOP), (ALN 55.009)
- ☐ Small County Road Assistance Program (SCRAP), (ALN 55.016)
- ☐ Transportation Regional Incentive Program (TRIP), (ALN 55.026)
- ☐ Insert Program Name, Insert ALN Number

***Award Amount:** $499,880.00

*The state award amount may change with supplemental agreements

Specific project information for ALN Number is provided at: https://apps.fldfs.com/fsaa/searchCatalog.aspx

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for ALN Number are provided at: https://apps.fldfs.com/fsaa/searchCompliance.aspx

The State Projects Compliance Supplement is provided at: https://apps.fldfs.com/fsaa/compliance.aspx

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The Mosaic Company
101 East Kennedy Blvd.
Suite 2500
Tampa, FL 33602
www.mosaicco.com

Tel 813-775-4200
Toll Free 800-918-8270

August 13, 2026

Deb Butler
Mining Coordinator
Hardee County
220 S. 9th Ave.
Wauchula, FL 33873

Re: Extension of Time Limits in Alternative Reclamation Schedule Pursuant to Resolution 2024-83

Dear Ms. Butler,

Pursuant to Resolution 2024-83 §§ 5 and 7, Mosaic Fertilizer respectfully submits this application for Board of County Commissioners approval to extend certain time limits in the Alternative Reclamation Schedule for South Pasture Mine Reclamation Units SP-CB-01 and SP PB-03. *See Resolution attached as Exhibit* --. Specifically, Mosaic requests an extension of the time limit associated with final issuance of permits for alternative reclamation design associated with these reclamation units. For the reasons that follow, Mosaic requests an extension through December 31, 2027.

Resolution 2024-83 §5 states, "[a]n application for a waiver and extension to the Alternative Reclamation Schedule shall proceed in a manner consistent with Section 3.14.02.12 of the ULDC." *(Note, ULDC Section 3.14.02.12 has been recodified as ULDC Section 13.03.12, however, the language was not changed.)* Section 13.03.12 provides in relevant part that the Board may grant a waiver "upon a showing that the Operator shall suffer undue hardship if required to comply or if Applicant/Operator demonstrates good cause, and upon a finding by the Board that such waiver will not result in increased adverse impacts nor be harmful to the health, safety and welfare of the citizens of Hardee County." As discussed below, the requested extension satisfies this standard.

The Alternative Reclamation Schedule requires that "Reclamation [be] complete by December 31, 2026." *Resolution 2024-83 Exhibit A.*

As you are aware, the Alternative Reclamation Schedule requires Mosaic to obtain all relevant permits necessary to complete the approved alternative reclamation design. Mosaic submitted proposed modifications to the Conceptual Reclamation Plan (CRP) and the Master Mining and Reclamation Plan (MMRP) and Mining Major Special Exception Use Permit (MMSE) to the Florida Department of Environmental Protection (FDEP) and Hardee County in December 2022, and received approvals on December 17, 2024, as required by the Alternative Reclamation Schedule. Those applications underwent

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substantial changes when staff requested Mosaic expand the scope of the applications to also include final as-builts for previous reclaimed areas across the South Pasture Mine, any other proposed changes to the reclamation plan, and to update the supporting mine-wide hydrology modeling. Revised applications consistent with the expanded scope were originally submitted in October 2023, but later withdrawn and then resubmitted as a consolidated West Hardee Mine Complex (South Pasture combined with Ona) in June 2025 after discussions with staff. We are still undergoing staff review with the most recent Request for Additional Information (RAI) received on July 17, 2026. Throughout the application review process, Mosaic worked with State and County staff to approve the initiation and completion of the reclamation redesign field work required by the Alternative Reclamation Schedule resulting in the projected timely completion of all substantive earthwork requirements by December 2024.

Based on the complexity and scope of the most recent RAI, it is Mosaic's understanding from staff that hearings to approve the pending applications will not be able to take place by the December 2026 deadline to complete all activities under the Alternative Reclamation Schedule. For this reason alone an extension of the time limits in Resolution 2024-83 is appropriate to accommodate the projected hearing schedule.

Continued on-the-ground compliance with the revised reclamation plan as preliminarily approved by FDEP and Hardee County staff, and the timeline set forth in the Alternative Reclamation Schedule, ensures no adverse environmental impacts from the delayed permitting schedule. Continued reclamation progress consistent with a plan supported by scientific modeling and best management practices similarly ensures there will be no threat to the health, safety and welfare of the citizens of Hardee County while the administrative process is extended.

As Mosaic has demonstrated good cause to approve the delayed completion of permit approvals and that delayed completion of permit approvals will not result in any adverse environmental effects or jeopardize the health, safety, and welfare of the residents of Hardee County, Mosaic respectfully requests the Board of Commissioners of Hardee County consider this request for waiver and extension of time limits as contemplated by Resolution 2024-83.

Sincerely,

DocuSigned by:

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Russell Schweiss
Senior Director of Land and Resource Management

cc:
Gary Blitch- Mosaic
Lisa Lannon- Mosaic
Shelley Thornton- Mosaic

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Michelle Tickles- Mosaic
Lauren Brooks- Mosaic
Vinette Godelia- Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A.

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GRANT AGREEMENT
STATE OF FLORIDA
DEPARTMENT OF COMMERCE

THIS GRANT AGREEMENT NUMBER HL345 ("Agreement") is made and entered into by and between the State of Florida, Department of Commerce ("Commerce"), and the Hardee County Board of County Commissioners, a local government ("Grantee"). Commerce and Grantee are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

WHEREAS, Commerce has the authority to enter into this Agreement and distribute State of Florida funds ("Award Funds") in the amount and manner set forth in this Agreement;

WHEREAS, Grantee hereby represents and warrants that Grantee's signatory to this Agreement has authority to bind Grantee to this Agreement as of the Effective Date and that Grantee, through its undersigned duly authorized representative in his or her official capacity, has the authority to request, accept, and expend Award Funds for Grantee's purposes in accordance with the terms and conditions of this Agreement;

NOW THEREFORE, for and in consideration of the covenants and obligations set forth herein and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Parties intending to be legally bound hereby agree as follows:

A. AGREEMENT PERIOD

This Agreement is effective as of July 1, 2026 (the "Effective Date") and ends on June 30, 2028 (the "Expiration Date"), unless sooner terminated in accordance with the provisions of this Agreement (the "Termination Date"). The period of time between the Effective Date and the Expiration Date or Termination Date is the "Agreement Period."

B. FUNDING

1. **Payment Type**. This Agreement is a Cost Reimbursement Agreement.

2. **Payment Amount**. Commerce shall pay Grantee up to One Million Nine Hundred Thousand Dollars ($1,900,000.00) in consideration for Grantee's performance under this Agreement.

3. **Reserved.**

4. **Travel expenses are not authorized under this Agreement.**

5. **Limited Obligation to Pay**. Commerce shall not pay Grantee's costs related to this Agreement incurred outside of the Agreement Period.

6. **Contingent on Appropriation.** In conformity with s. 287.0582, F.S., the State of Florida and Commerce's performance and obligation to pay any Award Funds under this Agreement is contingent upon an annual appropriation by the Legislature. Commerce shall have final unchallengeable authority as to both the availability of funds and what constitutes an "annual appropriation" of funds.

7. **Lobbying.** Grantee shall not expend Award Funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.

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8. **Legal Expenses**. Grantee shall not expend Award Funds to pay any costs incurred in connection with any defense against any claim or appeal of the State of Florida or any agency or instrumentality thereof (including Commerce); or to pay any costs incurred in connection with the prosecution of any claim or appeal against the State of Florida or any agency or instrumentality thereof (including Commerce), which Grantee instituted or in which Grantee has joined as a claimant.

9. **Commingling of Funds**. Grantee shall either (i) maintain Award Funds in a separate bank account, or (ii) expressly designate in Grantee's business records and accounting system that the Award Funds originated from this Agreement. Grantee shall not commingle Award Funds with any other funds. Commerce may refuse to reimburse Grantee for purchases made with commingled funds.

10. **Costs in Compliance with Laws.** Grantee's costs must be in compliance with all laws, rules, and regulations applicable to expenditures of State funds, including the Reference Guide for State Expenditures (https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf).

C. ELECTRONIC FUNDS TRANSFER

Within 30 calendar days of the date the last Party has signed this Agreement, Grantee shall enroll in Electronic Funds Transfer (EFT) from the State's Chief Financial Officer. A copy of the Authorization form can be found on the vendor instruction page at: https://www.myfloridacfo.com/Division/AA/Vendors/ . Any questions should be directed to the Direct Deposit/EFT Section of the Division of Accounting and Auditing at (850) 413-5517. Once enrolled, invoice payments shall be made by EFT.

D. MODIFICATION

If, in Commerce's sole and absolute determination, changes to this Agreement are necessitated by law or otherwise, Commerce may at any time, with written notice of all such changes to Grantee, modify this Agreement within its original scope and purpose. Grantee shall be responsible for any due diligence necessary to determine the impact of the modification. Any modification of this Agreement requested by Grantee must be in writing and duly signed by all Parties in order to be enforceable.

E. AUDIT REQUIREMENTS AND COMPLIANCE

1. **Florida Single Audit Act - Section 215.97, Florida Statutes ("F.S.")**. Grantee shall comply with all applicable provisions of s. 215.97, F.S., s. 215.971, F.S., and Attachment 2 and Exhibit 1 to Attachment 2: Audit Requirements.

2. Grantee shall perform the deliverables and tasks set forth in Attachment 1, Scope of Work.

3. Grantee may only expend Award Funds for allowable costs resulting from obligations incurred during the Agreement Period.

4. **Refund**. Grantee shall refund to Commerce any: (1) balance of unobligated Award Funds which have been advanced or paid to Grantee; or (2) Award Funds paid in excess of the amount to which Grantee is entitled under the terms and conditions of this Agreement and Attachments hereto, upon expiration or termination of this Agreement.

5. **Inspector General Compliance**. Grantee understands and shall comply with the requirements of s. 20.055(5), F.S. Grantee agrees to reimburse the State for the reasonable costs of investigation the Inspector General or other authorized State official incurs for investigations of Grantee's compliance

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with the terms of this or any other agreement between the Grantee and the State which results in the suspension or debarment of Grantee. Grantee shall not be responsible for any costs of investigations that do not result in Grantee's suspension or debarment.

F. RECORDS AND INFORMATION RELEASE

1. **Records Compliance**. Commerce is subject to the provisions of chapter 119, F.S., relating to public records. Any document Grantee submits to Commerce under this Agreement may constitute public records under the Florida Statutes. Grantee shall cooperate with Commerce regarding Commerce's efforts to comply with the requirements of chapter 119, F.S. Grantee shall respond to requests to inspect or copy such records in accordance with chapter 119, F.S., for records made or received by Grantee in connection with this Agreement. Grantee shall immediately notify Commerce of the receipt and content of any records request by sending an e-mail to PRRequest@commerce.fl.gov within one (1) business day after receipt of such request. Grantee shall indemnify, defend, and hold Commerce harmless from any violation of Florida's public records laws wherein Commerce's disclosure or nondisclosure of any public record was predicated upon any act or omission of Grantee. As applicable, Grantee shall comply with s. 501.171, F.S. Commerce may terminate this Agreement if Grantee fails to comply with Florida's public records laws. Grantee shall allow public access to all records made or received by Grantee in connection with this Agreement, unless the records are exempt from s. 24(a) of Article I of the State Constitution or s. 119.07(1), F.S. Commerce may unilaterally cancel this Agreement for refusal by the Grantee to allow public access to all documents, papers, letters, or other material made or received by the Grantee in conjunction with the Agreement, unless the records are exempt from s. 24(a) of Art. I of the State Constitution and s. 119.07(1), F.S.

2. **Identification of Records**. Grantee shall clearly and conspicuously mark all records submitted to Commerce if such records are confidential and exempt from public disclosure. Grantee's failure to clearly mark each record and identify the legal basis for each exemption from the requirements of chapter 119, F.S., prior to delivery of the record to Commerce serves as Grantee's waiver of a claim of exemption. Grantee shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for as long as those records are confidential and exempt pursuant to Florida law. If Commerce's claim of exemption asserted in response to Grantee's assertion of confidentiality is challenged in any court of law, Grantee shall defend, assume, and be responsible for all fees, costs, and expenses in connection with such challenge.

3. **Keeping and Providing Records**. Commerce and the State have an absolute right to view, inspect, or make or request copies of any records arising out of or related to this Agreement. Grantee has an absolute duty to keep and maintain all records arising out of or related to this Agreement. Commerce may request copies of any records made or received in connection with this Agreement, or arising out of Grantees use of Award Funds, and Grantee shall provide Commerce with copies of any records within 10 business days after Commerce's request at no cost to Commerce. Grantee shall maintain all books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of Award Funds. For avoidance of doubt, Grantee's duties to keep and provide records to Commerce includes all records generated in connection with or as a result of this Agreement. Upon expiration or termination of this Agreement, Grantee shall transfer, at no cost, to Commerce all public records in possession of Grantee or keep and maintain public records required by Commerce to perform the service. If Grantee keeps and maintains public records upon completion of this Agreement, Grantee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Commerce, upon request from Commerce's custodian of records, in a format that is compatible with the information technology systems of Commerce.

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4. **Audit Rights.** Representatives of the State of Florida, Commerce, the State Chief Financial Officer, the State Auditor General, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the federal government and their duly authorized representatives shall have access to any of Grantee'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.

5. **Single Audit Compliance Certification.** Annually, within 60 calendar days of the close of Grantee's fiscal year, Grantee shall electronically submit a completed Audit Compliance Certification (a version of this certification is attached hereto as Attachment 3) to audit@commerce.fl.gov. Grantee's timely submittal of one completed Audit Compliance Certification for each applicable fiscal year will fulfill this requirement for all agreements between Commerce and Grantee.

6. **Ensure Compliance**. Grantee shall ensure that any entity which is paid from, or for which Grantee's expenditures will be reimbursed by, Award Funds, is aware of and will comply with the aforementioned audit and record keeping requirements.

7. **Contact Custodian of Public Records for Questions.**

IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at (850) 245-7140, via e-mail 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.

G. TERMINATION AND FORCE MAJEURE

1. **Termination due to Lack of Funds:** In the event funds to finance this Agreement become unavailable or if federal or state funds upon which this Agreement is dependent are withdrawn or redirected, Commerce may terminate this Agreement upon no less than 24 hour written notice to Grantee. Commerce will be the final authority as to the availability of funds and will not reallocate funds earmarked for this Agreement to another program thus causing "lack of funds." In the event of termination of this Agreement under this provision, Grantee will be paid for any work satisfactorily completed prior to notification of termination. The lack of funds shall not constitute Commerce's default under this Agreement.

2. **Termination for Cause:** Commerce may terminate the Agreement if Grantee fails to: (1) complete the deliverables within the time specified in the Agreement or any extension agreed to by Commerce; (2) maintain adequate progress, thus endangering performance of the Agreement; (3) honor any term of the Agreement; or (4) abide by any statutory, regulatory, or licensing requirement. Commerce may, at its sole discretion, (i) immediately terminate the Agreement, (ii) notify Grantee of the deficiency with an Agreement requirement and require that the deficiency be corrected within a specified time, otherwise the Agreement will terminate at the end of such time, or (iii) take other action deemed appropriate by Commerce. The rights and remedies of Commerce in this clause are in addition to any other rights and remedies provided by law or under the Agreement. Grantee shall not be entitled to recover any cancellation charges or lost profits.

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3. **Termination for Convenience:** Commerce, by written notice to Grantee, may terminate this Agreement in whole or in part when Commerce determines in Commerce's sole and absolute discretion that it is in Commerce's interest to do so. Grantee shall not provide any deliverable pursuant to Attachment 1: Scope of Work after it receives the notice of termination, except as Commerce otherwise specifically instructs Grantee in writing. Grantee shall not be entitled to recover any cancellation charges or lost profits.

4. **Grantee's Responsibilities Upon Termination:** If Commerce issues a Notice of Termination to Grantee, except as Commerce otherwise specifies in that Notice, Grantee shall: (1) Stop work under this Agreement on the date and to the extent specified in the notice; (2) complete performance of such part of the work Commerce does not terminate; (3) take such action as may be necessary, or as Commerce may specify, to protect and preserve any property which is in the possession of Grantee and in which Commerce has or may acquire an interest; and (4) upon the effective date of termination, Grantee shall transfer, assign, and make available to Commerce all property and materials belonging to Commerce pursuant to the terms of this Agreement and all Attachments hereto. Grantee shall not receive additional compensation for Grantee's services in connection with such transfers or assignments.

5. **Force Majeure and Notice of Delay from Force Majeure.** 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 FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, the delay will not result in any additional charge or cost under the Agreement to either Party. In the case of any delay Grantee believes is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, Grantee shall notify Commerce in writing of the delay or potential delay and describe the cause of the delay either: (1) within 10 calendar days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) within five calendar days after the date Grantee first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. THE FOREGOING SHALL CONSTITUTE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section is a condition precedent to such remedy. Commerce, in its sole discretion, will determine if the delay is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section and will notify Grantee of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against Commerce. Grantee 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 FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, after the causes have ceased to exist, Grantee 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 terminate the Agreement in whole or in part.

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H. BUSINESS WITH PUBLIC ENTITIES

Grantee is aware of and understands the provisions of s. 287.133(2)(a), F.S., and s. 287.134(2)(a), F.S. Regardless of the dollar value of the goods or services provided pursuant this Agreement, as required by s. 287.135(5), F.S., Grantee certifies that it is not listed on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, F.S., and is not engaged in a boycott of Israel. If the goods or services to be provided are $1 million or more, in accordance with the requirements of section 287.135(5), F.S. Grantee certifies that it is not listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, created pursuant to s. 215.473, F.S.; or (4) engaged in business operations in Cuba or Syria. Commerce may immediately terminate this Agreement if Grantee submits a false certification as to the above, or if Grantee is placed on the Scrutinized Companies that Boycott Israel List, engages in a boycott of Israel, is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or has engaged in business operations in Cuba or Syria. Grantee is aware of and understands the provisions of s. 287.137(2)(a), F.S., which states that a person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity, and may not transact new business with a public entity.

I. CONTINUING DISCLOSURE OF LEGAL PROCEEDINGS

Prior to execution of this Agreement, Grantee must disclose in a written statement to Commerce's Agreement Manager all prior or on-going civil or criminal litigation, investigations, arbitration or administrative proceedings (collectively "Proceedings") involving this Agreement. Thereafter, Grantee has a continuing duty to promptly disclose all Proceedings upon occurrence. This duty of disclosure applies to Grantee's or subcontractor's officers and directors when any Proceeding relates to the officer or director's business or financial activities. Details of settlements that are prevented from disclosure by the terms of the settlement may be annotated as such. If the existence of such Proceeding causes the State concern about Grantee's ability or willingness to perform the Agreement, then upon Commerce's request, Grantee shall provide to Commerce's Agreement Manager all reasonable assurances that: (i) Grantee will be able to perform the Agreement in accordance with its terms and conditions; and (ii) Grantee and/or its employees, agents, or subcontractor(s) have not and will not engage in conduct in performing services for Commerce which is similar in nature to the conduct alleged in such Proceeding.

J. ADVERTISING AND SPONSORSHIP DISCLOSURE

1. **Limitations on Advertising of Agreement.** Commerce does not endorse any Grantee, commodity, or service. Subject to chapter 119, F.S., Grantee 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 Grantee'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 entity that is not a Party to this Agreement, except potential or actual authorized distributors, dealers, resellers, or service representatives.

2. **Disclosure of Sponsorship**. As required by s. 286.25, F.S., if Grantee is a nongovernmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Grantee's name) and the State of Florida, Department of Commerce." If the sponsorship reference is in written material, the words "State of Florida, Department of Commerce" shall appear in the same size letters or type as the name of the organization.

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K. RECOUPMENT OF FUNDS

1. **Recoupment**. Notwithstanding anything in this Agreement to the contrary, Commerce has an absolute right to recoup Award Funds. Commerce may refuse to reimburse Grantee for any cost if Commerce determines that such cost was not incurred in compliance with the terms of this Agreement. Commerce may demand a return of Award Funds if Commerce terminates this Agreement. The application of financial consequences as set forth in the Scope of Work is cumulative to any of Commerce's rights to recoup Award Funds. Notwithstanding anything in this Agreement to the contrary, in no event shall the application of any financial consequences or recoupment of Award Funds exceed the amount of Award Funds, plus interest.

2. **Overpayments.** If Grantee's (a) noncompliance with this Agreement or any applicable federal, state, or local law, rule, regulation or ordinance, or (b) performance or nonperformance of any term or condition of this Agreement results in (i) an unlawful use of Award Funds; (ii) a use of Award Funds that doesn't comply with the terms of this Agreement; or (iii) a use which constitutes a receipt of Award Funds to which Grantee is not entitled (each such event an "Overpayment"), then Grantee shall return such Overpayment of Award Funds to Commerce.

3. **Discovery of Overpayments**. Grantee shall refund any Overpayment of Award Funds to Commerce within 30 days of Grantee's discovery of an Overpayment or receipt of notification from Commerce that an Overpayment has occurred. Commerce is the final authority as to what may constitute an Overpayment of Award Funds. Refunds should be sent to Commerce's Agreement Manager and made payable to the "Department of Commerce." Should repayment not be made in a timely manner, Commerce may charge interest at the lawful rate of interest on the outstanding balance beginning 30 days after the date of notification or discovery.

4. **Right of Set-Off.** Commerce and the State shall have all of its common law, equitable, and statutory rights of set-off, including, without limitation, the State's option to withhold for the purposes of set-off any moneys due to Grantee under this Agreement up to any amounts due and owing to Commerce with respect to this Agreement, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this Agreement, plus any amounts due and owing to the State for any other reason. The State shall exercise its set-off rights in accordance with normal State practices, including, in cases of set-off pursuant to an audit, the finalization of such audits by the State or its representatives.

L. INSURANCE

Unless Grantee is a state agency or subdivision as defined in s. 768.28(2), F.S., Grantee shall provide and maintain at all times during this Agreement adequate commercial general liability insurance coverage. A self-insurance program established and operating under the laws of the State of Florida may provide such coverage.

Grantee, at all times during the Agreement, at Grantee's sole expense, shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with this Agreement, which, as a minimum, shall be: workers' compensation and employer's liability insurance in accordance with chapter 440, F.S., with minimum employer's liability limits of $100,000 per accident, $100,000 per person, and $500,000 policy aggregate. Such policy shall cover all employees engaged in any Agreement work.

Grantee shall maintain insurance coverage of such types and with such terms and limits as may be reasonably associated with this Agreement, as required by law, and as otherwise necessary and prudent for the Grantee's performance of its operations in the regular course of business. The limits of coverage under each policy maintained by Grantee shall not be interpreted as limiting Grantee's liability and obligations

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under this Agreement. All insurance policies shall be through insurers licensed and authorized to write policies in Florida, and such policies shall cover all employees engaged in any Agreement work. Grantee shall maintain any other insurance required in the Scope of Work.

Commerce shall not pay for any costs of any insurance or policy deductible, and payment of any insurance costs shall be Grantee's sole responsibility. Providing and maintaining adequate insurance coverage is a material obligation of Grantee, and failure to maintain such coverage may void the Agreement, at Commerce's sole and absolute discretion, after Commerce's review of Grantee's insurance coverage when Grantee is unable to comply with Commerce's requests concerning additional appropriate and necessary insurance coverage. Upon execution of this Agreement, Grantee shall provide Commerce written verification of the existence and amount for each type of applicable insurance coverage. Within 30 calendar days of the effective date of the Agreement, Grantee shall furnish Commerce proof of applicable insurance coverage by standard ACORD form certificates of insurance. In the event that an insurer cancels any applicable coverage for any reason, Grantee shall immediately notify Commerce of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within 15 business days after the cancellation of coverage. In the event that the Grantee decides to cancel coverage, the Grantee shall notify Commerce sixty (60) calendar days before any policy is canceled or terminated. Copies of new insurance certificates must be provided to Commerce's Agreement Manager with each insurance renewal.

M. CONFIDENTIALITY AND SAFEGUARDING INFORMATION

Each Party may have access to confidential information made available by the other. The provisions of the Florida Public Records Act, Chapter 119, F.S., and other applicable state and federal laws will govern disclosure of any confidential information received by the State of Florida.

Grantee must implement procedures to ensure the appropriate protection and confidentiality of all data, files, and records involved with this Agreement. To ensure confidentiality, the Contractor shall take appropriate steps as to its employees, subcontractors, and agents.

Except as necessary to fulfill the terms of this Agreement and with the permission of Commerce, Grantee shall not divulge to third parties any confidential information obtained by Grantee or its agents, distributors, resellers, subcontractors, officers, or employees in the course of performing Agreement work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or Commerce.

Grantee shall not use or disclose any information concerning a recipient of services under this Agreement for any purpose in conformity with state and federal law or regulations, except upon written consent of the recipient or the responsible parent or guardian of the recipient when authorized by law.

When Grantee has access to Commerce's network and/or applications, in order to fulfill Grantee's obligations under this Agreement, Grantee shall abide by all applicable Commerce Information Technology Security procedures and policies. Grantee (including its employees, subcontractors, agents, or any other individuals to whom Grantee exposes confidential information obtained under this Agreement), shall not store, or allow to be stored, any confidential information on any portable storage media (*e.g.*, laptops, thumb drives, hard drives, *etc.*) or peripheral device with the capacity to hold information. Failure to strictly comply with this provision shall constitute a breach of Agreement.

Grantee shall immediately notify Commerce in writing when Grantee, its employees, agents, or representatives become aware of an inadvertent disclosure of Commerce's unsecured confidential information in violation of the terms of this Agreement. Grantee shall report to Commerce any Security Incidents of which it becomes aware, including incidents sub-contractors or agents reported to Grantee.

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For purposes of this Agreement, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of Commerce information in Grantee's possession or electronic interference with Commerce operations; provided, however, that random attempts at access shall not be considered a security incident. Grantee shall make a report to Commerce not more than seven business days after Grantee learns of such use or disclosure. Grantee's report shall identify, to the extent known: (i) the nature of the unauthorized use or disclosure, (ii) the confidential information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Grantee has done or shall do to mitigate any detrimental effect of the unauthorized use or disclosure, and (v) what corrective action Grantee has taken or shall take to prevent future similar unauthorized use or disclosure. Grantee shall provide such other information, including a written report, as Commerce's Information Security Manager requests.

In the event of a breach of security concerning confidential personal information involved with this Agreement, Grantee shall comply with s. 501.171, F.S., as applicable. When notification to affected persons is required by statute, Grantee shall provide and be responsible for all costs associated with that notification, but only after receipt of Commerce's written approval of the contents of the notice. Defined statutorily, and for purposes of this Agreement, "breach of security" or "breach" means the unauthorized access of data in electronic form containing personal data. Good faith acquisition of personal information by an employee or agent of Grantee is not a breach, provided the information is not used for a purpose unrelated to Grantee's obligations under this Agreement or is not subject to further unauthorized use.

N. PATENTS, COPYRIGHTS, ROYALTIES, AND RIGHT TO DATA

1. All legal title and every right, interest, claim or demand of any kind, in and to any patent, trademark or copyright, or application for the same, or any other intellectual property right to, the work developed or produced under or in connection with this Agreement, is the exclusive property of Commerce to be granted to and vested in the Florida Department of State for the use and benefit of the state; and no person, firm or corporation shall be entitled to use the same without the written consent of the Florida Department of State. Any contribution by Grantee or its employees, agents or contractors to the creation of such works shall be considered works made for hire by Grantee for Commerce and, upon creation, shall be owned exclusively by Commerce. To the extent that any such works may not be considered works made for hire for Commerce under applicable law, Grantee agrees, upon creation of such works, to automatically assign to Commerce ownership, including copyright interests and any other intellectual property rights therein, without the necessity of any further consideration.

2. If any discovery or invention arises or is developed in the course or as a result of work or services performed with funds from this Agreement, Grantee shall refer the discovery or invention to Commerce who will refer it to the Department of State to determine whether patent protection will be sought in the name of the State of Florida.

3. Where activities supported by this Agreement produce original writings, sound recordings, pictorial reproductions, drawings, or other graphic representations and works of any similar nature Commerce has the right to use, duplicate, and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to allow others acting on behalf of Commerce to do so. Grantee shall give Commerce written notice when any books, manuals, films, websites, web elements, electronic information, or other copyrightable materials are produced.

4. Notwithstanding any other provisions herein, in accordance with s. 1004.23, F.S., a State University is authorized in its own name to perform all things necessary to secure letters of patent, copyrights, and trademarks on any works it produces. Within 30 calendar days of same, the president of a State University shall report to the Department of State any such university's action taken to secure or exploit such trademarks, copyrights, or patents in accordance with s. 1004.23(6), F.S.

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O. INFORMATION TECHNOLOGY RESOURCE

Grantee shall obtain prior written approval from the appropriate Commerce authority before purchasing any Information Technology Resource (ITR) or conducting any activity that will impact Commerce's electronic information technology equipment or software, in any way. ITR includes computer hardware, software, networks, devices, connections, applications, and data. Grantee shall contact the Commerce Agreement Manager listed herein in writing for the contact information of the appropriate Commerce authority for any such ITR purchase approval.

P. NONEXPENDABLE PROPERTY

1. For the requirements of this Nonexpendable Property section of the Agreement, "nonexpendable property" is the same as "property" as defined in s. 273.02, F.S., (equipment, fixtures, and other tangible personal property of a nonconsumable and nonexpendable nature).

2. All nonexpendable property, purchased under this Agreement, shall be listed on the property records of Grantee. Grantee shall inventory annually and maintain accounting records for all nonexpendable property purchased and submit an inventory report to Commerce with the final expenditure report. The records shall include, at a minimum, the following information: name of custodian or custodian's delegate with assigned responsibility for the item, property tag identification number, description of the item(s), physical location, name, make or manufacturer, year, and/or model, manufacturer's serial number(s), date of acquisition, if an automobile, the vehicle identification number (VIN) and title certificate number, cost or value at the date of acquisition for the item or the identified component parts thereof, and the current condition of the item.

3. At no time shall Grantee dispose of nonexpendable property purchased under this Agreement without the written permission of and in accordance with instructions from Commerce.

4. Immediately upon discovery, Grantee shall notify Commerce, in writing, of any property loss with the date and reason(s) for the loss.

5. Grantee shall be responsible for the correct use of all nonexpendable property Grantee purchases or Commerce furnishes under this Agreement.

6. A formal Agreement amendment is required prior to the purchase of any item of nonexpendable property not specifically listed in Attachment 1: Scope of Work.

7. Upon the Expiration Date of this Agreement, Grantee is authorized to retain ownership of any nonexpendable property purchased under this Agreement; however, Grantee hereby grants to Commerce a right of first refusal in all such property prior to disposition of any such property during its depreciable life, in accordance with the depreciation schedule in use by Grantee. Grantee shall provide written notice of any such planned disposition and await Commerce's response prior to disposing of the property. "Disposition" as used herein, shall include, but is not limited to, Grantee no longer using the nonexpendable property for the uses authorized herein, the sale, exchange, transfer, trade-in, or disposal of any such nonexpendable property. Commerce, in its sole discretion, may require Grantee to refund to Commerce the fair market value of the nonexpendable property at the time of disposition rather than taking possession of the nonexpendable property.

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Q. REQUIREMENTS APPLICABLE TO THE PURCHASE OF OR IMPROVEMENTS TO REAL PROPERTY

In accordance with s. 287.05805, F.S., if funding provided under this Agreement is used for the purchase of or improvements to real property, Grantee shall grant Commerce a security interest in the property in the amount of the funding provided by this Agreement for the purchase of or improvements to the real property for five years from the date of purchase or the completion of the improvements or as further required by law.

Upon the Expiration Date of the Agreement, Grantee shall be authorized to retain ownership of the improvements to real property set forth in this Agreement in accordance with the following: Grantee is authorized to retain ownership of the improvements to real property so long as: (1) Grantee is not sold, merged or acquired; (2) the real property subject to the improvements is owned by Grantee; and (3) the real property subject to the improvements is used for the purposes provided in this Agreement. If within five years of the termination of this Agreement, Grantee is unable to satisfy the requirements stated in the immediately preceding sentence, Grantee shall notify Commerce in writing of the circumstances that will result in the deficiency upon learning of it, but no later than 30 calendar days prior to the deficiency occurring. In such event, Commerce shall have the right, within its sole discretion, to demand reimbursement of part or all of the funding provided to Grantee under this Agreement.

R. CONSTRUCTION AND INTERPRETATION

1. The title, section, and paragraph headings in this Agreement are for convenience of reference only and shall not govern or affect the interpretation of any of the terms or provisions of this Agreement.

2. The term "Agreement" means this Agreement together with all attachments and exhibits hereto, as the same may from time to time be amended, modified, supplemented, or restated in accordance with the terms hereof.

3. The use in this Agreement of the term "including" and other words of similar import mean "including, without limitation" and where specific language is used to clarify by example a general statement contained herein, such specific language shall not be deemed to modify, limit, or restrict in any manner the construction of the general statement to which it relates. The word "or" is not exclusive and the words "herein," "hereof," "hereunder," and other words of similar import refer to this Agreement, including any Exhibits and Attachments, and not to any particular section, subsection, paragraph, subparagraph, or clause contained in this Agreement. As appropriate, the use herein of terms importing the singular shall also include the plural, and vice versa.

4. The reference to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof and the reference to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder.

5. All references to "$" shall mean the United States Dollar.

6. The term "Grantee" includes any person or entity which has been duly authorized to and has the actual authority to act or perform on Grantee's behalf. The term "Commerce" includes the State of Florida and any successor office, department, or agency of Commerce, and any person or entity which has been duly authorized to and has the actual authority to act or perform on Commerce's behalf.

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7. The recitals of this Agreement are incorporated herein by reference and shall apply to the terms and provisions of this Agreement and the Parties.

8. Time is of the essence with respect to the performance of all obligations under this Agreement.

9. Each Party has read and understands this Agreement.

10. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

S. CONFLICT OF INTEREST

This Agreement is subject to chapter 112, F.S. Grantee shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. Grantee shall also disclose the name of any State employee who owns, directly or indirectly, more than a 5% interest in Grantee or its affiliates.

T. GRANTEE AS INDEPENDENT CONTRACTOR

Grantee is at all times acting and performing as an independent contractor. Commerce has no ability to exercise any control or direction over the methods by which Grantee may perform its work and functions, except as provided herein. Nothing in this Agreement may be understood to constitute a partnership or joint venture between the Parties.

U. EMPLOYMENT ELIGIBILITY VERIFICATION – E-VERIFY

1. 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/.

2. In accordance with section 448.095, F.S., the State of Florida expressly requires the following:

    a) 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.
    b) 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.

3. 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.

4. In accordance with s. 448.095(2)(c), F.S., if Commerce has a good faith belief that Grantee has knowingly violated s. 448.09(1), F.S., Commerce shall immediately terminate this Agreement. If Commerce has a good faith belief that a subcontractor knowingly violated the law, but Grantee otherwise complied, Commerce shall promptly notify Grantee and Grantee shall immediately terminate the contract with the subcontractor. A contract terminated under this provision is not a breach of contract and may not be considered as such.

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V. NOTIFICATION OF INSTANCES OF FRAUD

Upon discovery, Grantee shall report all known or suspected instances of Grantee, or Grantee's agents, contractors or employees, operational fraud or criminal activities to Commerce's Agreement Manager in writing within 24 chronological hours.

W. NON-DISCRIMINATION

Grantee shall not discriminate unlawfully against any individual employed in the performance of this Agreement because of race, religion, color, sex, physical handicap unrelated to such person's ability to engage in this work, national origin, ancestry, or age. Grantee shall provide a harassment-free workplace, with any allegation of harassment to be given priority attention and action.

X. ASSIGNMENTS

Grantee shall not assign, subcontract, or otherwise transfer its rights, duties, or obligations under this Agreement, by operation of law or otherwise, without the prior written consent of Commerce, which consent may be withheld in Commerce's sole and absolute discretion. Commerce is at all times entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental entity in the State of Florida. Any attempted assignment of this Agreement or any of the rights hereunder by Grantee in violation of this provision shall be void *ab initio*. If Grantee is authorized to utilize subcontractors, Grantee shall comply with the prompt payment requirements of s. 287.0585, F.S., and shall pay subcontractors and suppliers within seven (7) working days after receipt of full or partial payment from Commerce. Grantee shall be solely responsible for any penalties assessed for late payments.

Y. CONTRACT FORMATION AND ADMINISTRATION

1. **Entire Agreement**. This Agreement, and the attachments and exhibits hereto, embodies the entire agreement of the Parties with respect to the subject matter hereof. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement; and this Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties.

2. **Severability**. If a court of competent jurisdiction voids or holds unenforceable any provision of this Agreement, then that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions shall remain in full force and effect.

3. **Execution in Counterparts**. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

4. **Internal Inconsistences.** If any inconsistencies or conflict between the language of this Agreement and its Attachments arise, then the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

Z. WAIVER; REMEDIES CUMULATIVE

1. **Waiver.** No waiver by Commerce of any provision herein shall be effective unless explicitly set forth in writing and signed by Commerce. No waiver by Commerce may be construed as a waiver of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure by Commerce to exercise, or delay in exercising, any right, remedy, power or privilege under this Agreement may be

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construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

2. **Remedies Cumulative**. No remedy herein conferred upon or reserved to either party is intended to be exclusive of any other remedy or remedies, and each and every such remedy will be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law or in equity.

AA. DISPUTES AND LIABILITIES

1. **Governing Law.** The laws of the State of Florida shall govern the construction, enforcement, and interpretation of this Agreement, regardless of and without reference to whether any applicable conflicts of laws principles may point to the application of the laws of another jurisdiction.

2. **Jurisdiction and Venue.** The Parties expressly consent to exclusive jurisdiction and venue in any state court located in Leon County, Florida, and waive any defense of forum non conveniens, lack of personal jurisdiction, or like defense.

3. **WAIVER OF JURY TRIAL**. IN ANY LEGAL OR EQUITABLE ACTION BETWEEN THE PARTIES, THE PARTIES HEREBY EXPRESSLY WAIVE TRIAL BY JURY TO THE FULLEST EXTENT PERMITTED BY LAW.

4. **Attorneys' Fees and Expenses.** Except as set forth otherwise herein, each of the Parties shall pay its own attorneys' fees and costs in connection with the execution and delivery of this Agreement and the transactions contemplated hereby.

5. **Dispute Resolution.** Should any disputes arise concerning the Agreement, the Parties shall act immediately to resolve any such disputes. Time is of the essence in the resolution.

    a) Dispute Resolution Process. Unless otherwise stated herein, the Parties shall resolve disputes using the dispute resolution process stated in these paragraphs.

        i. Contract Manager Review. The Parties shall resolve disputes through the submission of their dispute to Commerce's Agreement Manager, who shall reduce a decision to writing and furnish a copy to each party within ten (10) Business Days from the date that Commerce's Agreement Manager receives the dispute. The Commerce's Agreement Manager's decision shall be final unless a party provides the other party with written notice of the party's disagreement with the decision within ten (10) Business Days from the date of the Commerce's Agreement Manager's decision. If a party disagrees with Commerce's Agreement Manager's decision, the party may proceed to subsection (b) below.

        ii. Meeting between the Principals. If either party disagrees with Commerce's Agreement Manager's decision, such disagreeing party shall notify the other party of the disagreement within ten (10) Business Days. The Parties shall then schedule a meeting between each party's principal (for Commerce, Commerce's head or designee; for Grantee, the Chief Executive Officer or designee) on a mutually agreed upon date, no later than ten (10) Business Days after the provision of the notice. The principals shall attempt to mutually resolve the disagreement at such meeting. If the meeting between the principals fails to resolve the disagreement, the Parties shall proceed to subsection (c) below.

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iii. Mediation. Prior to initiating any litigation, the Parties, upon mutual agreement, may mediate such dispute. If such mediation is not completed within 100 calendar days from receipt of the Commerce's Agreement Manager's decision, then either party may commence litigation.

If the dispute is not resolved through the full process in subsections (i) - (iii) above (or (i) – (ii), if mediation is not agreed to), either party may pursue any available legal or equitable remedies.

b) Grantee's Obligation to Perform While Disputes are Pending. Grantee shall proceed diligently with performance under the Agreement pending the final resolution of any dispute or request for relief, claim, appeal, or action arising under the Agreement and shall comply with directions to perform from the Commerce. Should Grantee not perform while a dispute is pending, including by not performing disputed work, such nonperformance by Grantee may be deemed to be an unexcused breach of the Agreement which is separate and apart from any other dispute.

BB. Indemnification. If Grantee is a state agency or subdivision, as defined in s. 768.28(2), F.S., pursuant to s. 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability for the other Party for the other Party's negligence. However, the below provisions will apply to Grantee's subcontractor's who will need to comply with these conditions.

a) For any and all third-party claims, actions, demands, liabilities, and expenses of any kind which are caused by, related to, growing out of or happening in connection with the Agreement (including any determination arising out of or related to the Agreement that the Grantee or its employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to Commerce or the State). Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and Commerce (including each of their current and former officers, agents, and employees) for any and all loss, damage, injury, costs, reasonable expenses, or other casualty to person or property, including attorneys' fees. Without limiting this indemnification requirement, Commerce may provide Grantee (i) written notice of any action or threatened action, (ii) the opportunity to take over and settle or defend any such action at the Grantee's sole expense, and (iii) assistance in defending the action at the Grantee's sole expense. Provided, however, that Grantee shall not indemnify, defend, and hold harmless the State and Commerce, and their officers, agents, and employees for that portion of any loss or damages the negligent act or omission of Commerce or the State exclusively caused. Nothing herein is intended to act as a waiver of Commerce's or the State's sovereign immunity or to be deemed consent by Commerce or the State or its subdivisions to suit by third parties.

b) Further, Grantee shall fully indemnify, defend, and hold harmless the State and Commerce from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right; provided, however, that the foregoing obligation shall not apply to Commerce's misuse or modification of Grantee's products or Commerce operation or use of Grantee's products in a manner not contemplated by this Agreement. If any product is the subject of an infringement suit, or in Grantee's opinion is likely to become the subject of such a suit, Grantee may, at Grantee's sole expense, procure for Commerce the right to continue using the product or to modify it to become non-infringing. If Grantee is not reasonably able to modify or otherwise secure for Commerce the right to continue using the product, Grantee shall remove the product and refund Commerce the amounts paid in excess of a reasonable fee, as determined by Commerce in its sole and absolute discretion, for past use. Commerce shall not be liable for any royalties.

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c) Grantee's obligations under the two immediately preceding paragraphs above, with respect to any legal action are contingent upon the State or Commerce giving Grantee (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense, and (3) assistance in defending the action at Grantee's sole expense. Grantee shall not be liable for any cost, expense, or compromise incurred or made by the State or Commerce in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

d) The State and Commerce may, in addition to other remedies available to them at law or equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of Grantee or its affiliates to the State against any payments due Grantee under any Agreement with the State.

CC. CONTACT INFORMATION FOR GRANTEE AND COMMERCE CONTACTS

Grantee's Payee:	**Grantee's Agreement Manager**:
Hardee County Board of County Commissioners	Courtney Barringer
412 West Orange Street, Room 204	412 West Orange Street, Room 201
Wauchula, FL 33873	Wauchula, FL 33873
(863) 773-3199	(863) 773-6349
	courtney.barringer@hardeecountyfl.gov

Commerce's Agreement Manager:

Beth Frost
107 East Madison Street
Tallahassee, FL 32399
(850) 245-7474
beth.frost@commerce.fl.gov

DD. NOTICES

The Parties' respective contact information is set forth in the immediately preceding paragraph and may be subject to change at the Parties' discretion. If the contact information changes, the Party making such change will notify the other Party in writing. Where the term "written notice" is used to specify a notice requirement herein, said notice shall be deemed to have been given (i) when personally delivered; (ii) when transmitted via email or registered mail; (iii) the next business day following the day on which the same has been delivered prepaid to a recognized overnight delivery service; or (iv) the third business day following the day on which the same is sent by certified or registered mail, postage prepaid, with return receipt.

EE. 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.

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If applicable, Grantee 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, Florida Administrative Code (F.A.C.).

FF. FOREIGN INFLUENCE

In accordance with section 286.101, F.S., if this Contract has a value of $100,000 or more, Grantee 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. Grantee represents that it is, and for the duration of this Agreement will remain, in compliance with section 286.101, F.S.

GG. HUMAN TRAFFICKING AND FORCED LABOR

If applicable and in accordance with section 287.1346(4)(b), F.S. and 787.06, F.S., when an agreement 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 or that commodities offered to Commerce have not been produced, in whole or in part, by forced labor as defined in statute.

If applicable, Grantee must provide Commerce with an affidavit signed by an officer or a representative of Grantee on Forms PUR 2023, "Provision of Commodities Produced by Forced Labor" and PUR 2024, "Use of Coercion for Labor or Services Attestation Form," which are incorporated herein by reference under penalty of perjury (Attachment 7) attesting that the Grantee does not use coercion for labor or services or that commodities offered to Commerce have not been produced, in whole or in part, by forced labor as defined in statute. Commerce may terminate this Agreement at its sole option if Grantee is placed on the forced labor vendor list pursuant to s. 287.1346, F.S.

HH. SYSTEMATIC ALIEN VERIFICATION FOR ENTITLEMENTS (SAVE):

Pursuant to State of Florida Executive Order Number 21-223, Grantee shall utilize the U.S. Citizenship and Immigration Services' Systematic Alien Verification for Entitlements program (known as "SAVE"), or any successor or similar applicable verification program, to confirm the eligibility of beneficiaries before providing any funds, resources, benefits, or any other thing of value during the Agreement term. Further, Grantee shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to the Agreement utilize SAVE, or any successor or similar applicable verification program, to confirm the eligibility of beneficiaries before providing any funds, resources, benefits, or any other thing of value during the Agreement term.

II. ATTACHMENTS

This Agreement contains the following attachments:

- Attachment 1: Scope of Work
- Attachment 2 and Exhibit 1 to Attachment 2: Audit Requirements
- Attachment 3: Audit Compliance Certification
- Attachment 4: Certified Business Enterprise Report
- Attachment 5: Total Compensation for Executive Leadership

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- Attachment 6: Total Compensation Paid to Non-Profit Personnel Using State Funds
- Attachment 7: PUR 2024: Use of Coercion for Labor or Services and PUR 2023: Provision of Commodities Produced by Forced Labor

[Remainder of page left intentionally blank; Attachments to follow after signature page]

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IN WITNESS THEREOF, and in consideration of the mutual covenants set forth above and in all Attachments hereto, the Parties, through their duly authorized representatives, sign this Agreement and represent and warrant that they understand the Agreement and Attachments' terms and conditions as of the Effective Date.

FLORIDA DEPARTMENT OF COMMERCE		**HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS**	
By	Adam Callaway Signature	**By**	 Signature
	Adam Callaway		**Noey Flores**
Title	Chief of Staff	**Title**	**Chairman**
Date	10/23/2026	**Date**	10/19/2026

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: Danielle Mrha

Approved Date: 10/22/2026

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ATTACHMENT 1
SCOPE OF WORK

A. PROJECT DESCRIPTION: The 2026-2027 General Appropriations Act, Chapter 2026-232, Laws of Florida, line-item 2395A, appropriated $1,900,000.00 to the Hardee County Board of County Commissioners ("Grantee") for design and construction of a new Facilities Maintenance Warehouse adjacent to Public Works to house locksmith operations, signage production, county-wide equipment storage, essential office space, and workshop areas (the "Project"). This facility will improve efficiency, safety, and organization of Hardee County ("County") maintenance operations and support timely delivery of public services.

B. GRANTEE RESPONSIBILITIES: Grantee shall complete the following:

1. Design and Construction of a New Facilities Maintenance Warehouse adjacent to Public Works, including but not limited to:

   a. **Planning, Design, and Engineering:** Architectural and engineering services, site investigations, surveying, geotechnical services, site and utility evaluations, space programming and operational planning, preparation of plans and specifications, cost estimating, value engineering, and other professional services necessary to design and construct the Project. Grantee shall provide applicable final design plans and specifications to Commerce's Agreement Manager.
   b. **Permitting and Regulatory Coordination:** Preparation, coordination, and acquisition of applicable permits, approvals, and regulatory requirements necessary to complete the Project. Grantee shall provide copies of applicable approved permits to Commerce's Agreement Manager.
   c. **Procurement and Solicitation:** Preparation of procurement and solicitation documents, bidding or other applicable procurement activities, contractor selection, contract administration, and related activities necessary to procure project services in accordance with applicable requirements.
   d. **Project Management and Administration:** Project coordination and administration, schedule and budget management, contract administration, coordination with consultants, contractors, County departments, facility users, utility providers, and other project stakeholders.
   e. **Grant Administration Services:** Grant compliance and administration, financial tracking, reimbursement coordination, required reporting and documentation, maintenance of project and grant records, coordination with Commerce, and grant closeout.
   f. **Construction Administration, Observation, and Engineering Support:** Construction administration and observation, engineering services during construction, review of contractor submittals, responses to requests for information, inspections, quality assurance, testing, progress documentation, and other professional services necessary to support construction and verify completion of the work.
   g. **Facilities Maintenance Warehouse Construction:** Construction of the Facilities Maintenance Warehouse and associated warehouse, workshop, office, storage, and employee-support areas necessary for County facilities maintenance operations. Improvements may include locksmith operations, signage production and fabrication areas, county-wide equipment and material storage, workshop and maintenance areas, equipment staging and loading areas, offices and administrative workspaces, meeting or conference space, employee support areas, restrooms, storage areas, utility rooms, and other operational spaces.
   h. **Building Systems and Code Compliance:** Installation or construction of electrical, lighting, HVAC and ventilation, plumbing, fire alarm and suppression, life-safety systems, emergency or backup power where appropriate, data and telecommunications, accessibility improvements, building-envelope systems, energy-efficiency systems, and other building systems necessary to provide a complete, safe, accessible, code-compliant, and operational facility.

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i. **Security and Asset Protection:** Installation of security and asset-protection improvements, which may include controlled access points, security cameras, access-control systems, intrusion detection, secure doors and overhead doors, locking systems, secured storage, exterior security lighting, fencing, gates, communications infrastructure, and other improvements necessary to protect County personnel, equipment, materials, and assets.

j. **Demolition, Site, Parking, and Infrastructure Improvements:** Demolition and removal of the existing facility and associated structures, foundations, utilities, pavement, and other improvements as necessary to accommodate expanded parking and site development; removal and disposal of demolition materials and site debris; site clearing, grading, preparation, stabilization, and restoration; stormwater and drainage improvements; water, wastewater, electrical, communications, and other utility improvements; parking lot construction, expansion, reconstruction, resurfacing, pavement, base, curbing, drainage, striping, signage, ADA-accessible parking, vehicular circulation, driveways, loading and service-access areas, sidewalks and accessible routes, exterior lighting, fencing, gates, landscaping, irrigation, signage, and other associated site and infrastructure improvements.

k. **Furnishings, Fixtures, and Equipment:** Purchase and installation of eligible shelving, storage systems, cabinetry, work surfaces, office and operational furnishings, signage, technology and communications equipment, and other furnishings, fixtures, and equipment necessary for occupancy and operation of the facility.

l. **Construction and Project Closeout:** All labor, materials, equipment, supervision, temporary facilities, contractor and subcontractor services, testing, inspections, commissioning, correction of deficiencies, final cleaning and restoration, equipment and system startup, warranties, operations and maintenance documentation, record and as-built documentation, applicable occupancy approvals, and other activities necessary to complete and place the facility into service.

2. Grantee shall provide copies of all executed subcontracts to Commerce's Agreement Manager.

C. **COMMERCE'S RESPONSIBILITIES:** Commerce shall monitor progress, review reports, conduct site visits, as Commerce determines necessary, at Commerce's sole and absolute discretion, and process payments to Grantee.

D. **DELIVERABLES:** Grantee agrees to provide the following services as specified:

Deliverable Number	Tasks	Minimum Level of Service	Financial Consequences	Amount
1	Complete tasks in accordance with Section B of this Scope of Work.	Grantee may request reimbursement upon completion and submission of a minimum of one (1) item listed below: a. Copy of final design plans b. Copy of all approved permits c. Proposed schedule for solicitation Grantee may request reimbursement upon completion of a minimum of ten percent (10%) of construction tasks in	Failure to meet the Minimum Level of Service shall result in non-payment.	$1,900,000.00

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		accordance with Sections B.1.g-l. Thereafter, reimbursement may be requested upon completion of construction tasks in the following increments: 20%, 30%, 40%, 50%, 60%, 70%, 80%, 90%, and 100%. Completion shall be documented by submission of AIA Forms G702 and G703, or their substantive equivalents, certifying that the project, or a quantifiable portion of the project, is complete.		
TOTAL AMOUNT NOT TO EXCEED: $1,900,000.00				

ACCEPTANCE OF DELIVERABLES

Acceptance Process. All deliverables must be received and accepted in writing by Commerce's Agreement Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time, at Grantee's expense.

E. REPORTING:

1. Quarterly: Grantee shall provide a quarterly report listing all progress relating to the Deliverables in Section D. Quarterly reports are due to Commerce within 30 calendar days after the end of each quarter, until submission of the final invoice package. The ending dates for each quarter of the program year are September 30, December 31, March 31, and June 30. The quarterly report shall include a summary of project progress, indicating percentage of completion of each Deliverable, and all additional reports which are required pursuant to this Agreement, including but not limited to, reports documenting the positive return on investment to the State that results from Grantee's project and its use of Award Funds. The summary shall also include any issues or events occurring which affect the ability of the Grantee to meet the terms of this Agreement. Grantee shall submit quarterly reports that are in the form of the quarterly report template which will be provided to Grantee upon execution of this Agreement. **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 properly completed or otherwise allowable by law.**
2. Certified Business Enterprise Report: Grantee shall provide a Certified Business Enterprise Report (Attachment 4) with each invoice summarizing the participation of certified and non-certified business and service-disabled veteran subcontractors and material suppliers for that period and the project to date. Grantee shall include the names, addresses, and dollar amount of each certified and non-certified Business Enterprise and Service-Disabled Veteran Enterprise participant. Commerce's Supplier Development Coordinator can be reached at (850) 245-7455 to answer concerns and questions.
3. Close-out Report: No later than 60 calendar days after the Agreement ends or is terminated, Grantee shall provide copies of all paid invoices to document completed work.
4. Total Compensation for Executive Leadership Annual Report, if applicable: The Grantee shall submit a Total Compensation for Executive Leadership Annual Report (Attachment 5) within **90 calendar days** of the close of Grantee's fiscal year. Total compensation includes salary, bonuses, cash-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real property gifts, and any other payout information for the Grantee's executive leadership team(s). Information must be completed in the Subrecipient Enterprise Resource Application (SERA).

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All compensation reports must:

- Indicate what percentage of the reported compensation comes directly from State, Federal, and Other awards.
- Include the percentage allocation of State and/or Federal funds relative to the Grantee's total budget.
- Provide a detailed percentage breakout between State and Federal funding sources.

Grantee's IRS Form 990 must be submitted to Commerce no later than **March 31st**. If the Grantee has requested and received a submittal extension for their IRS Form 990 or if the scheduled submittal date falls after March 31st, Grantee must submit and report compensation data using the **prior fiscal year's Form 990**.

The Grantee must inform Commerce of any changes in total executive compensation between annual reports within **60 calendar days** of the change.

F. INVOICE SUBMITTAL AND PAYMENT SCHEDULE: Commerce shall pay Grantee in accordance with the following schedule in the amount identified per deliverable in Section D above. The deliverable amount specified does not establish the value of the deliverable. In accordance with the requirements of s. 215.971(1), F.S., and the **Audit Requirements and Compliance** section of this Agreement, Grantee and its subcontractors may only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period.

1. Grantee shall provide one invoice per month for all services rendered during the applicable period. Grantee shall submit invoices as set forth below to be eligible to receive and retain payment for the performance of duties and completion of deliverables set forth above. Grantee shall submit all documentation necessary to support Grantee's expenditures. Commerce may request any information from Grantee that Commerce deems necessary to verify that Grantee has performed the services for which payment is requested. Grantee's submission of each invoice package is Grantee's certification that it has performed the services and incurred the costs in compliance with all applicable laws and the terms of this Agreement. Grantee will provide invoices in accordance with the requirements of the Reference Guide for State Expenditures available at: https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337_2.
2. Invoices must contain Grantee's name, address, federal employer identification number or other applicable Grantee identification number, the Agreement number, the invoice number, and the invoice period. Grantee shall submit the following documents with the itemized invoice:
   a) Invoices and bills for fees or other compensation for services or expenses must be legible and submitted in detail sufficient for a proper preaudit and postaudit thereof. Invoices for commodities must clearly reflect a description of the item or items, number of units, and cost per unit. Invoices for services must clearly identify the specific deliverable(s) that were completed.
   b) A cover letter signed by Grantee'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 D, 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 the Agreement period;
   c) Grantee's invoices shall include the date, period in which work was performed, amount of reimbursement, and work completed to date;
   d) A certification by a licensed engineer using AIA forms G702 and G703, or their substantive equivalents, certifying that the project, or a quantifiable portion of the project, is complete;
   e) Before and after photographs of the completed work;

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f) For costs related to employee salaries, the following documentation shall be required:
   2) Identification of each employee who performed tasks under this Agreement;
   3) Percentage of each employee's time devoted to tasks under this Agreement, or number of total hours each employee devoted to tasks under this Agreement. If employee is paid hourly, a document reflecting the hours worked times the rate of pay is acceptable; and
   4) Payroll register or similar documentation that shows the employee's gross salary, fringe benefits, other deductions, and net pay.

g) Travel documentation with a completed State of Florida Travel Reimbursement Form;
h) A copy of all supporting documentation for vendor payments;
i) A copy of the Total Compensation Paid to Non-Profit Personnel Using State Funds Form, if applicable (Attachment 6);
j) A copy of the cancelled check(s) specific to the project and a copy of the bank statement that includes the cancelled check, or similar evidence of expenditure (e.g., wire transfers, credit card receipts and evidence of payment, etc.).

3. Grantee's invoice and all documentation necessary to support payment requests must be submitted into Commerce's Subrecipient Enterprise Resource Application (SERA). Grantee shall submit invoices that are in the form of the invoice template which will be provided to Grantee upon execution of this Agreement.
4. If the Grantee is a county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2), 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 Grantee may elect in writing to exercise this provision.
   a) 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
   b) A county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 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 Grantee meets the criteria set forth in this paragraph, then the Grantee is deemed to have demonstrated a financial hardship.
5. Grantee shall submit its final invoice for payment to Commerce no later than 60 days after this Agreement ends and Commerce may, at Commerce's sole and absolute discretion, refuse to honor any requests for payment submitted after this deadline.

G. RETURN ON INVESTMENT: Grantee is required to provide, on or before October 31, 2026, an initial report identifying actual returns on investment by fiscal year for state funding previously received (if applicable), as well as projected positive returns the state will receive by providing Grantee funding through this Agreement.

1. Beginning at the end of the first full quarter following execution of this Agreement, Grantee shall provide quarterly update reports directly to Commerce's Agreement Manager documenting the positive return on investment to the state that results from the Grantee's project and its use of monies provided under this Agreement.
2. Quarterly update reports shall be provided to Commerce's Agreement Manager within 30 calendar days after the end of each quarter thereafter until Grantee is instructed that no further reports are needed.

H. RESERVED.

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I. FINANCIAL CONSEQUENCES FOR FAILURE TO TIMELY AND SATISFACTORILY PERFORM:

1. Failure to complete all deliverables in accordance with the requirements of this Agreement, and most particularly the deliverables specified above in Section D, Deliverables, will result in Commerce's assessment of the specified financial consequences. This provision for financial consequences shall in no manner affect Commerce's right to terminate the Agreement as provided elsewhere in the Agreement.
2. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe or fails to timely complete deliverables as set forth in this Agreement, the Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies or delays in the CAP.

End of Attachment 1 (Scope of Work)

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Attachment 2
AUDIT REQUIREMENTS

The administration of resources awarded by Commerce to the Grantee may be subject to audits and/or monitoring by Commerce as described in this Attachment 2.

MONITORING. In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (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, the recipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by Commerce. In the event the Commerce determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by Commerce staff to the recipient regarding such audit. The recipient 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 the recipient is a state or local government, or a nonprofit organization as defined in 2 CFR §200.1.

1. A recipient 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, the recipient 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 recipient 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, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.
3. A recipient 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 the recipient 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 recipient resources obtained from other than federal entities).

PART II: STATE FUNDED. This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient 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, the recipient 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.

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2. For the audit requirements addressed in Part II, paragraph 1, the recipient 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 the recipient 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 the recipient 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 the recipient'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), Florida Statutes, State agencies may conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state awarding agency inspector general, the Auditor General, or any other state official. 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 the recipient 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 the recipient 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.

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

Electronic copies (preferred):	or	Paper (hard copy):
Audit@commerce.fl.gov		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 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. Recipients, 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 the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION. The recipient 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 five (5) 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. The recipient shall ensure that audit working papers are made available to Commerce, or its designee, CFO, or Auditor General upon request for a period of five (5) 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 2

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project **- FLORIDA DEPARTMENT OF COMMERCE, 40.038 - Division of Housing and Community Development/$1,900,000.00**

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

1. **ACTIVITIES LIMITED TO THOSE IN THE SCOPE OF WORK**

NOTE: List applicable compliance requirements

NOTE: 2 CFR § 200.331, as revised, and s. 215.97(5), F.S., require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.

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Attachment 3

AUDIT COMPLIANCE CERTIFICATION

Grantee Name: _____
FEIN: _____
Grantee's Fiscal Year: _____
Contact Person Name and Phone Number: _____
Contact Person Email Address: _____

1. Did Grantee expend state financial assistance, during its fiscal year, that it received under any agreement (e.g., agreement, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Grantee and the Florida Department of Commerce (Commerce)? ____ Yes ____ No

If the above answer is yes, also answer the following before proceeding to item 2:

Did Grantee expend $750,000 or more of state financial assistance (from Commerce and all other sources of state financial assistance combined) during its fiscal year? ____ Yes ____ No

If yes, Grantee certifies that it will timely comply with all applicable state single or project-specific audit requirements of s. 215.97, Florida Statutes, and the applicable rules of the Department of Financial Services and the Auditor General.

2. Did Grantee expend federal awards, during its fiscal year that it received under any agreement (e.g., agreement, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Grantee and Commerce? ____ Yes ____ No

If the above answer is yes, also answer the following before proceeding to execution of this certification:

Did Grantee expend $1,000,000 or more in federal awards (from Commerce and all other sources of federal awards combined) during its fiscal year? ____ Yes ____ No

If yes, Grantee certifies that it will timely comply with all applicable single or program-specific audit requirements of 2 CFR Part 200, Subpart F, as revised.

By signing below, I certify, on behalf of Grantee, 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

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Attachment 4

DEPARTMENT OF COMMERCE

Office of Procurement

CERTIFIED BUSINESS ENTERPRISE REPORT

(Company Name, Street Address, City & Zip Code)

Commerce Contract Number: HL244

Commerce Project Name:

Contract Amount

CBE Participation Amount: $0.00

CBE Percentage

DV Participation Amount: $0.00

DV Percentage

Contract Vendor Invoice # 0

CERTIFIED BUSINESS ENTERPRISE (CBE)

** Include consultants, sub-contractors, travel agents, etc. who provided services on this project.

Business Enterprise	Description	CBE Code	State Certified Business (Yes or No)	CBE Contract $ Amount	$ Amount paid this Invoice	Total Paid	Balance Due	Project Type (Commodities or Contractual Services)
				$ -	$ -	$ -	$ -	
				$ -	$ -	$ -	$ -	
				$ -	$ -	$ -	$ -	
				$ -	$ -	$ -	$ -	
			TOTALS	$ -	$ -	$ -	$ -	
							$ -	

** **Certified CBE:** **A** - Non-Minority **H** - African American **I** - Hispanic **J** - Asian/Hawaiian **K** - Native American **M** - Woman Owned

** **Non-Certified CBE:** **N** - African American **O** - Hispanic **P** - Asian/Hawaiian **Q** - Native American **R** - Woman Owned

SERVICE-DISABLED VETERAN (DV) BUSINESS ENTERPRISE

* Include consultants, sub-contractors, travel agents, etc. who provided services on this project.

Service-Disabled Veteran Business Enterprise	Description	DV Code	State Certified DV Business (Yes or No)	DV Contract $ Amount	$ Amount paid this Invoice	Total Paid	Balance Due	Project Type (Commodities or Contractual Services)
				$ -	$ -	$ -	$ -	
				$ -	$ -	$ -	$ -	
				$ -	$ -	$ -	$ -	
				$ -	$ -	$ -	$ -	
			TOTALS	$ -	$ -	$ -	$ -	
							$ -	

* **Certified DV:** **W** - Service-Disabled Veteran Business

* **Non-Certified DV:** **Y** - Service-Disabled Veteran Business

INCLUDE THIS FORM WITH YOUR INVOICE

Commerce Form Version 2026

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Attachment 5
Total Compensation for Executive Leadership
(Executive Order 20-44)

Entity Name:_____
Fiscal Year End (Month-Year):_ _____

Total Revenue	
Total Revenue from State Awards	
Total Revenue from Federal Awards	
Total Revenue from Other Sources	
Percentage of Total Revenue from State Awards	
Percentage of Total Revenue from Federal Awards	

Employee Name						
Title						
Salary						
Bonuses						
Cashed-In Leave						
Cash Equivalents						
Cash Equivalents Description						
Severance Pay						
Retirement Benefits						
Employer-Paid Insurance Benefits						
Deferred Compensation						
Real Property Gifts						
Real Property Gifts Description						
Other Payouts						
Other Payouts Description						
Total Compensation						
Accrued Leave and Holiday Benefits						
Percentage of Total Compensation from Federal or State Funds						

Definitions:
Executive Leadership: Anyone who is included by name or title on the form 990, part VII, or Schedule J.
Cash Equivalents: Gift cards, vouchers, tickets, or other items of monetary value.
Other Payouts: Cell phone allowances, tuition, gym memberships, car allowances, etc.
Employer-Paid Insurance Benefits: Amount of insurance paid by the employer for health, vision, life, dental, disability, etc. (does not include taxes such as FICA, reemployment, etc.).
Accrued Leave and Holiday Benefits: Value of vacation, sickness, and PTO accrued during the year and holiday available to the employee.

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ATTACHMENT 6

Total Compensation Paid to Non-Profit Personnel Using State Funds

Name:	
Title:	
Agency Agreement/Contract #	
Total Contract Amount	
Contract Term:	
Invoice Number	
Invoice Period	

Line Item Budget Category	Total Amount Allocated	Total Amount Paid	Amount Paid from State Funds
Salaries			
Fringe Benefits			
Bonuses			
Accrued Paid Time Off			
Severance Payments			
Retirement Contributions			
In-Kind Payments			
Incentive Payments			
Reimbursements/Allowances			
Moving Expenses			
Transportation Costs			
Telephone Services			
Medical Services Costs			
Housing Costs			
Meals			
Amount Paid to Date			

CERTIFICATION: I certify that the amounts listed above are true and accurate and in accordance with the approved budget.

Name:	
Signature:	
Title:	
Date:	

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Attachment 7

PUR 2024: Use of Coercion for Labor or Services

Pursuant to section 787.06(14), Florida Statutes, this portion of the form **must be completed by an officer or representative of the nongovernmental entity** executing, renewing, or extending a contract with a governmental entity.

The entity named below does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Entity Name: Hardee County Board of County Commissioners

Representative/Officer's Printed Name:

Representative/Officer's Title:

Signature: Date:

PUR 2023: Provision of Commodities Produced by Forced Labor

Pursuant to section 287.1346(4)(b), Florida Statutes, this portion of the form **must be completed by a member of the company's senior management, as defined in section 287.1346, F.S.,** when the company submits a response to a solicitation for the provision of commodities and before the company enters into or renews a contract for the provision of commodities.

As defined in section 287.1346(1)(c), Florida Statutes, "Senior management" includes chief executive officers; assistant chief executive officers, including, but not limited to, assistant presidents, vice presidents, or assistant treasurers; chief financial officers; chief personnel officers; or any employee of an entity performing similar functions.

I certify that to the best of my knowledge, the commodities the entity named below is offering to the Department have not been produced, in whole or in part, by forced labor.

Entity Name: Hardee County Board of County Commissioners

Senior Management's Printed Name:

Senior Management Member's Title:

Signature: Date:

Docusign Envelope ID: 4720254C-4A12-85DB-8092-35C2BA4C2DF2

GRANT AGREEMENT
STATE OF FLORIDA
DEPARTMENT OF COMMERCE

THIS GRANT AGREEMENT NUMBER HL344 ("Agreement") is made and entered into by and between the State of Florida, Department of Commerce ("Commerce"), and Hardee County Board of County Commissioners, a local government ("Grantee"). Commerce and Grantee are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

WHEREAS, Commerce has the authority to enter into this Agreement and distribute State of Florida funds ("Award Funds") in the amount and manner set forth in this Agreement;

WHEREAS, Grantee hereby represents and warrants that Grantee's signatory to this Agreement has authority to bind Grantee to this Agreement as of the Effective Date and that Grantee, through its undersigned duly authorized representative in his or her official capacity, has the authority to request, accept, and expend Award Funds for Grantee's purposes in accordance with the terms and conditions of this Agreement;

NOW THEREFORE, for and in consideration of the covenants and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties intending to be legally bound hereby agree as follows:

A. AGREEMENT PERIOD

This Agreement is effective as of July 1, 2026 (the "Effective Date") and ends on June 30, 2028 (the "Expiration Date"), unless sooner terminated in accordance with the provisions of this Agreement (the "Termination Date"). The period of time between the Effective Date and the Expiration Date or Termination Date is the "Agreement Period."

B. FUNDING

1. **Payment Type**. This Agreement is a Cost Reimbursement Agreement.

2. **Payment Amount**. Commerce shall pay Grantee up to $4,500,000.00 in consideration for Grantee's performance under this Agreement.

3. **RESERVED**

4. **Travel expenses are not authorized under this Agreement**

5. **Limited Obligation to Pay**. Commerce shall not pay Grantee's costs related to this Agreement incurred outside of the Agreement Period.

6. **Contingent on Appropriation.** In conformity with s. 287.0582, F.S., the State of Florida and Commerce's performance and obligation to pay any Award Funds under this Agreement is contingent upon an annual appropriation by the Legislature. Commerce shall have final unchallengeable authority as to both the availability of funds and what constitutes an "annual appropriation" of funds.

7. **Lobbying.** Grantee shall not expend Award Funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.

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8. **Legal Expenses**. Grantee shall not expend Award Funds to pay any costs incurred in connection with any defense against any claim or appeal of the State of Florida or any agency or instrumentality thereof (including Commerce); or to pay any costs incurred in connection with the prosecution of any claim or appeal against the State of Florida or any agency or instrumentality thereof (including Commerce), which Grantee instituted or in which Grantee has joined as a claimant.

9. **Commingling of Funds**. Grantee shall either (i) maintain Award Funds in a separate bank account, or (ii) expressly designate in Grantee's business records and accounting system that the Award Funds originated from this Agreement. Grantee shall not commingle Award Funds with any other funds. Commerce may refuse to reimburse Grantee for purchases made with commingled funds.

10. **Costs in Compliance with Laws.** Grantee's costs must be in compliance with all laws, rules, and regulations applicable to expenditures of State funds, including the Reference Guide for State Expenditures (https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf).

C. ELECTRONIC FUNDS TRANSFER

Within 30 calendar days of the date the last Party has signed this Agreement, Grantee shall enroll in Electronic Funds Transfer (EFT) from the State's Chief Financial Officer. A copy of the Authorization form can be found on the vendor instruction page at: https://www.myfloridacfo.com/Division/AA/Vendors/ . Any questions should be directed to the Direct Deposit/EFT Section of the Division of Accounting and Auditing at (850) 413-5517. Once enrolled, invoice payments shall be made by EFT.

D. MODIFICATION

If, in Commerce's sole and absolute determination, changes to this Agreement are necessitated by law or otherwise, Commerce may at any time, with written notice of all such changes to Grantee, modify this Agreement within its original scope and purpose. Grantee shall be responsible for any due diligence necessary to determine the impact of the modification. Any modification of this Agreement requested by Grantee must be in writing and duly signed by all Parties in order to be enforceable.

E. AUDIT REQUIREMENTS AND COMPLIANCE

1. **Florida Single Audit Act - Section 215.97, Florida Statutes ("F.S.")**. Grantee shall comply with all applicable provisions of s. 215.97, F.S., s. 215.971, F.S., and Attachment 2 and Exhibit 1 to Attachment 2: Audit Requirements.

2. Grantee shall perform the deliverables and tasks set forth in Attachment 1, Scope of Work.

3. Grantee may only expend Award Funds for allowable costs resulting from obligations incurred during the Agreement Period.

4. **Refund**. Grantee shall refund to Commerce any: (1) balance of unobligated Award Funds which have been advanced or paid to Grantee; or (2) Award Funds paid in excess of the amount to which Grantee is entitled under the terms and conditions of this Agreement and Attachments hereto, upon expiration or termination of this Agreement.

5. **Inspector General Compliance**. Grantee understands and shall comply with the requirements of s. 20.055(5), F.S. Grantee agrees to reimburse the State for the reasonable costs of investigation the Inspector General or other authorized State official incurs for investigations of Grantee's compliance

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with the terms of this or any other agreement between the Grantee and the State which results in the suspension or debarment of Grantee. Grantee shall not be responsible for any costs of investigations that do not result in Grantee's suspension or debarment.

F. RECORDS AND INFORMATION RELEASE

1. **Records Compliance**. Commerce is subject to the provisions of chapter 119, F.S., relating to public records. Any document Grantee submits to Commerce under this Agreement may constitute public records under the Florida Statutes. Grantee shall cooperate with Commerce regarding Commerce's efforts to comply with the requirements of chapter 119, F.S. Grantee shall respond to requests to inspect or copy such records in accordance with chapter 119, F.S., for records made or received by Grantee in connection with this Agreement. Grantee shall immediately notify Commerce of the receipt and content of any records request by sending an e-mail to PRRequest@commerce.fl.gov within one (1) business day after receipt of such request. Grantee shall indemnify, defend, and hold Commerce harmless from any violation of Florida's public records laws wherein Commerce's disclosure or nondisclosure of any public record was predicated upon any act or omission of Grantee. As applicable, Grantee shall comply with s. 501.171, F.S. Commerce may terminate this Agreement if Grantee fails to comply with Florida's public records laws. Grantee shall allow public access to all records made or received by Grantee in connection with this Agreement, unless the records are exempt from s. 24(a) of Article I of the State Constitution or s. 119.07(1), F.S. Commerce may unilaterally cancel this Agreement for refusal by the Grantee to allow public access to all documents, papers, letters, or other material made or received by the Grantee in conjunction with the Agreement, unless the records are exempt from s. 24(a) of Art. I of the State Constitution and s. 119.07(1), F.S.

2. **Identification of Records**. Grantee shall clearly and conspicuously mark all records submitted to Commerce if such records are confidential and exempt from public disclosure. Grantee's failure to clearly mark each record and identify the legal basis for each exemption from the requirements of chapter 119, F.S., prior to delivery of the record to Commerce serves as Grantee's waiver of a claim of exemption. Grantee shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for as long as those records are confidential and exempt pursuant to Florida law. If Commerce's claim of exemption asserted in response to Grantee's assertion of confidentiality is challenged in any court of law, Grantee shall defend, assume, and be responsible for all fees, costs, and expenses in connection with such challenge.

3. **Keeping and Providing Records**. Commerce and the State have an absolute right to view, inspect, or make or request copies of any records arising out of or related to this Agreement. Grantee has an absolute duty to keep and maintain all records arising out of or related to this Agreement. Commerce may request copies of any records made or received in connection with this Agreement, or arising out of Grantees use of Award Funds, and Grantee shall provide Commerce with copies of any records within 10 business days after Commerce's request at no cost to Commerce. Grantee shall maintain all books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of Award Funds. For avoidance of doubt, Grantee's duties to keep and provide records to Commerce includes all records generated in connection with or as a result of this Agreement. Upon expiration or termination of this Agreement, Grantee shall transfer, at no cost, to Commerce all public records in possession of Grantee or keep and maintain public records required by Commerce to perform the service. If Grantee keeps and maintains public records upon completion of this Agreement, Grantee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Commerce, upon request from Commerce's custodian of records, in a format that is compatible with the information technology systems of Commerce.

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4. **Audit Rights.** Representatives of the State of Florida, Commerce, the State Chief Financial Officer, the State Auditor General, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the federal government and their duly authorized representatives shall have access to any of Grantee'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.

5. **Single Audit Compliance Certification.** Annually, within 60 calendar days of the close of Grantee's fiscal year, Grantee shall electronically submit a completed Audit Compliance Certification (a version of this certification is attached hereto as Attachment 3) to audit@commerce.fl.gov. Grantee's timely submittal of one completed Audit Compliance Certification for each applicable fiscal year will fulfill this requirement for all agreements between Commerce and Grantee.

6. **Ensure Compliance**. Grantee shall ensure that any entity which is paid from, or for which Grantee's expenditures will be reimbursed by, Award Funds, is aware of and will comply with the aforementioned audit and record keeping requirements.

7. **Contact Custodian of Public Records for Questions.**

IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at (850) 245-7140, via e-mail 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.

G. TERMINATION AND FORCE MAJEURE

1. **Termination due to Lack of Funds:** In the event funds to finance this Agreement become unavailable or if federal or state funds upon which this Agreement is dependent are withdrawn or redirected, Commerce may terminate this Agreement upon no less than 24 hour written notice to Grantee. Commerce will be the final authority as to the availability of funds and will not reallocate funds earmarked for this Agreement to another program thus causing "lack of funds." In the event of termination of this Agreement under this provision, Grantee will be paid for any work satisfactorily completed prior to notification of termination. The lack of funds shall not constitute Commerce's default under this Agreement.

2. **Termination for Cause:** Commerce may terminate the Agreement if Grantee fails to: (1) complete the deliverables within the time specified in the Agreement or any extension agreed to by Commerce; (2) maintain adequate progress, thus endangering performance of the Agreement; (3) honor any term of the Agreement; or (4) abide by any statutory, regulatory, or licensing requirement. Commerce may, at its sole discretion, (i) immediately terminate the Agreement, (ii) notify Grantee of the deficiency with an Agreement requirement and require that the deficiency be corrected within a specified time, otherwise the Agreement will terminate at the end of such time, or (iii) take other action deemed appropriate by Commerce. The rights and remedies of Commerce in this clause are in addition to any other rights and remedies provided by law or under the Agreement. Grantee shall not be entitled to recover any cancellation charges or lost profits.

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3. **Termination for Convenience:** Commerce, by written notice to Grantee, may terminate this Agreement in whole or in part when Commerce determines in Commerce's sole and absolute discretion that it is in Commerce's interest to do so. Grantee shall not provide any deliverable pursuant to Attachment 1: Scope of Work after it receives the notice of termination, except as Commerce otherwise specifically instructs Grantee in writing. Grantee shall not be entitled to recover any cancellation charges or lost profits.

4. **Grantee's Responsibilities Upon Termination:** If Commerce issues a Notice of Termination to Grantee, except as Commerce otherwise specifies in that Notice, Grantee shall: (1) Stop work under this Agreement on the date and to the extent specified in the notice; (2) complete performance of such part of the work Commerce does not terminate; (3) take such action as may be necessary, or as Commerce may specify, to protect and preserve any property which is in the possession of Grantee and in which Commerce has or may acquire an interest; and (4) upon the effective date of termination, Grantee shall transfer, assign, and make available to Commerce all property and materials belonging to Commerce pursuant to the terms of this Agreement and all Attachments hereto. Grantee shall not receive additional compensation for Grantee's services in connection with such transfers or assignments.

5. **Force Majeure and Notice of Delay from Force Majeure.** 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 FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, the delay will not result in any additional charge or cost under the Agreement to either Party. In the case of any delay Grantee believes is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, Grantee shall notify Commerce in writing of the delay or potential delay and describe the cause of the delay either: (1) within 10 calendar days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) within five calendar days after the date Grantee first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. THE FOREGOING SHALL CONSTITUTE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section is a condition precedent to such remedy. Commerce, in its sole discretion, will determine if the delay is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section and will notify Grantee of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against Commerce. Grantee 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 FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, after the causes have ceased to exist, Grantee 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 terminate the Agreement in whole or in part.

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H. BUSINESS WITH PUBLIC ENTITIES

Grantee is aware of and understands the provisions of s. 287.133(2)(a), F.S., and s. 287.134(2)(a), F.S. Regardless of the dollar value of the goods or services provided pursuant this Agreement, as required by s. 287.135(5), F.S., Grantee certifies that it is not listed on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, F.S., and is not engaged in a boycott of Israel. If the goods or services to be provided are $1 million or more, in accordance with the requirements of section 287.135(5), F.S. Grantee certifies that it is not listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, created pursuant to s. 215.473, F.S.; or (4) engaged in business operations in Cuba or Syria. Commerce may immediately terminate this Agreement if Grantee submits a false certification as to the above, or if Grantee is placed on the Scrutinized Companies that Boycott Israel List, engages in a boycott of Israel, is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or has engaged in business operations in Cuba or Syria. Grantee is aware of and understands the provisions of s. 287.137(2)(a), F.S., which states that a person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity, and may not transact new business with a public entity.

I. CONTINUING DISCLOSURE OF LEGAL PROCEEDINGS

Prior to execution of this Agreement, Grantee must disclose in a written statement to Commerce's Agreement Manager all prior or on-going civil or criminal litigation, investigations, arbitration or administrative proceedings (collectively "Proceedings") involving this Agreement. Thereafter, Grantee has a continuing duty to promptly disclose all Proceedings upon occurrence. This duty of disclosure applies to Grantee's or subcontractor's officers and directors when any Proceeding relates to the officer or director's business or financial activities. Details of settlements that are prevented from disclosure by the terms of the settlement may be annotated as such. If the existence of such Proceeding causes the State concern about Grantee's ability or willingness to perform the Agreement, then upon Commerce's request, Grantee shall provide to Commerce's Agreement Manager all reasonable assurances that: (i) Grantee will be able to perform the Agreement in accordance with its terms and conditions; and (ii) Grantee and/or its employees, agents, or subcontractor(s) have not and will not engage in conduct in performing services for Commerce which is similar in nature to the conduct alleged in such Proceeding.

J. ADVERTISING AND SPONSORSHIP DISCLOSURE

1. **Limitations on Advertising of Agreement.** Commerce does not endorse any Grantee, commodity, or service. Subject to chapter 119, F.S., Grantee 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 Grantee'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 entity that is not a Party to this Agreement, except potential or actual authorized distributors, dealers, resellers, or service representatives.

2. **Disclosure of Sponsorship**. As required by s. 286.25, F.S., if Grantee is a nongovernmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Grantee's name) and the State of Florida, Department of Commerce." If the sponsorship reference is in written material, the words "State of Florida, Department of Commerce" shall appear in the same size letters or type as the name of the organization.

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K. RECOUPMENT OF FUNDS

1. **Recoupment**. Notwithstanding anything in this Agreement to the contrary, Commerce has an absolute right to recoup Award Funds. Commerce may refuse to reimburse Grantee for any cost if Commerce determines that such cost was not incurred in compliance with the terms of this Agreement. Commerce may demand a return of Award Funds if Commerce terminates this Agreement. The application of financial consequences as set forth in the Scope of Work is cumulative to any of Commerce's rights to recoup Award Funds. Notwithstanding anything in this Agreement to the contrary, in no event shall the application of any financial consequences or recoupment of Award Funds exceed the amount of Award Funds, plus interest.

2. **Overpayments.** If Grantee's (a) noncompliance with this Agreement or any applicable federal, state, or local law, rule, regulation or ordinance, or (b) performance or nonperformance of any term or condition of this Agreement results in (i) an unlawful use of Award Funds; (ii) a use of Award Funds that doesn't comply with the terms of this Agreement; or (iii) a use which constitutes a receipt of Award Funds to which Grantee is not entitled (each such event an "Overpayment"), then Grantee shall return such Overpayment of Award Funds to Commerce.

3. **Discovery of Overpayments**. Grantee shall refund any Overpayment of Award Funds to Commerce within 30 days of Grantee's discovery of an Overpayment or receipt of notification from Commerce that an Overpayment has occurred. Commerce is the final authority as to what may constitute an Overpayment of Award Funds. Refunds should be sent to Commerce's Agreement Manager and made payable to the "Department of Commerce." Should repayment not be made in a timely manner, Commerce may charge interest at the lawful rate of interest on the outstanding balance beginning 30 days after the date of notification or discovery.

4. **Right of Set-Off.** Commerce and the State shall have all of its common law, equitable, and statutory rights of set-off, including, without limitation, the State's option to withhold for the purposes of set-off any moneys due to Grantee under this Agreement up to any amounts due and owing to Commerce with respect to this Agreement, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this Agreement, plus any amounts due and owing to the State for any other reason. The State shall exercise its set-off rights in accordance with normal State practices, including, in cases of set-off pursuant to an audit, the finalization of such audits by the State or its representatives.

L. INSURANCE

Unless Grantee is a state agency or subdivision as defined in s. 768.28(2), F.S., Grantee shall provide and maintain at all times during this Agreement adequate commercial general liability insurance coverage. A self-insurance program established and operating under the laws of the State of Florida may provide such coverage.

Grantee, at all times during the Agreement, at Grantee's sole expense, shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with this Agreement, which, as a minimum, shall be: workers' compensation and employer's liability insurance in accordance with chapter 440, F.S., with minimum employer's liability limits of $100,000 per accident, $100,000 per person, and $500,000 policy aggregate. Such policy shall cover all employees engaged in any Agreement work.

Grantee shall maintain insurance coverage of such types and with such terms and limits as may be reasonably associated with this Agreement, as required by law, and as otherwise necessary and prudent for the Grantee's performance of its operations in the regular course of business. The limits of coverage under each policy maintained by Grantee shall not be interpreted as limiting Grantee's liability and obligations

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under this Agreement. All insurance policies shall be through insurers licensed and authorized to write policies in Florida, and such policies shall cover all employees engaged in any Agreement work. Grantee shall maintain any other insurance required in the Scope of Work.

Commerce shall not pay for any costs of any insurance or policy deductible, and payment of any insurance costs shall be Grantee's sole responsibility. Providing and maintaining adequate insurance coverage is a material obligation of Grantee, and failure to maintain such coverage may void the Agreement, at Commerce's sole and absolute discretion, after Commerce's review of Grantee's insurance coverage when Grantee is unable to comply with Commerce's requests concerning additional appropriate and necessary insurance coverage. Upon execution of this Agreement, Grantee shall provide Commerce written verification of the existence and amount for each type of applicable insurance coverage. Within 30 calendar days of the effective date of the Agreement, Grantee shall furnish Commerce proof of applicable insurance coverage by standard ACORD form certificates of insurance. In the event that an insurer cancels any applicable coverage for any reason, Grantee shall immediately notify Commerce of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within 15 business days after the cancellation of coverage. In the event that the Grantee decides to cancel coverage, the Grantee shall notify Commerce sixty (60) calendar days before any policy is canceled or terminated. Copies of new insurance certificates must be provided to Commerce's Agreement Manager with each insurance renewal.

M. CONFIDENTIALITY AND SAFEGUARDING INFORMATION

Each Party may have access to confidential information made available by the other. The provisions of the Florida Public Records Act, Chapter 119, F.S., and other applicable state and federal laws will govern disclosure of any confidential information received by the State of Florida.

Grantee must implement procedures to ensure the appropriate protection and confidentiality of all data, files, and records involved with this Agreement. To ensure confidentiality, the Contractor shall take appropriate steps as to its employees, subcontractors, and agents.

Except as necessary to fulfill the terms of this Agreement and with the permission of Commerce, Grantee shall not divulge to third parties any confidential information obtained by Grantee or its agents, distributors, resellers, subcontractors, officers, or employees in the course of performing Agreement work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or Commerce.

Grantee shall not use or disclose any information concerning a recipient of services under this Agreement for any purpose in conformity with state and federal law or regulations, except upon written consent of the recipient or the responsible parent or guardian of the recipient when authorized by law.

When Grantee has access to Commerce's network and/or applications, in order to fulfill Grantee's obligations under this Agreement, Grantee shall abide by all applicable Commerce Information Technology Security procedures and policies. Grantee (including its employees, subcontractors, agents, or any other individuals to whom Grantee exposes confidential information obtained under this Agreement), shall not store, or allow to be stored, any confidential information on any portable storage media (*e.g.*, laptops, thumb drives, hard drives, *etc.*) or peripheral device with the capacity to hold information. Failure to strictly comply with this provision shall constitute a breach of Agreement.

Grantee shall immediately notify Commerce in writing when Grantee, its employees, agents, or representatives become aware of an inadvertent disclosure of Commerce's unsecured confidential information in violation of the terms of this Agreement. Grantee shall report to Commerce any Security Incidents of which it becomes aware, including incidents sub-contractors or agents reported to Grantee.

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For purposes of this Agreement, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of Commerce information in Grantee's possession or electronic interference with Commerce operations; provided, however, that random attempts at access shall not be considered a security incident. Grantee shall make a report to Commerce not more than seven business days after Grantee learns of such use or disclosure. Grantee's report shall identify, to the extent known: (i) the nature of the unauthorized use or disclosure, (ii) the confidential information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Grantee has done or shall do to mitigate any detrimental effect of the unauthorized use or disclosure, and (v) what corrective action Grantee has taken or shall take to prevent future similar unauthorized use or disclosure. Grantee shall provide such other information, including a written report, as Commerce's Information Security Manager requests.

In the event of a breach of security concerning confidential personal information involved with this Agreement, Grantee shall comply with s. 501.171, F.S., as applicable. When notification to affected persons is required by statute, Grantee shall provide and be responsible for all costs associated with that notification, but only after receipt of Commerce's written approval of the contents of the notice. Defined statutorily, and for purposes of this Agreement, "breach of security" or "breach" means the unauthorized access of data in electronic form containing personal data. Good faith acquisition of personal information by an employee or agent of Grantee is not a breach, provided the information is not used for a purpose unrelated to Grantee's obligations under this Agreement or is not subject to further unauthorized use.

N. PATENTS, COPYRIGHTS, ROYALTIES, AND RIGHT TO DATA

1. All legal title and every right, interest, claim or demand of any kind, in and to any patent, trademark or copyright, or application for the same, or any other intellectual property right to, the work developed or produced under or in connection with this Agreement, is the exclusive property of Commerce to be granted to and vested in the Florida Department of State for the use and benefit of the state; and no person, firm or corporation shall be entitled to use the same without the written consent of the Florida Department of State. Any contribution by Grantee or its employees, agents or contractors to the creation of such works shall be considered works made for hire by Grantee for Commerce and, upon creation, shall be owned exclusively by Commerce. To the extent that any such works may not be considered works made for hire for Commerce under applicable law, Grantee agrees, upon creation of such works, to automatically assign to Commerce ownership, including copyright interests and any other intellectual property rights therein, without the necessity of any further consideration.

2. If any discovery or invention arises or is developed in the course or as a result of work or services performed with funds from this Agreement, Grantee shall refer the discovery or invention to Commerce who will refer it to the Department of State to determine whether patent protection will be sought in the name of the State of Florida.

3. Where activities supported by this Agreement produce original writings, sound recordings, pictorial reproductions, drawings, or other graphic representations and works of any similar nature Commerce has the right to use, duplicate, and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to allow others acting on behalf of Commerce to do so. Grantee shall give Commerce written notice when any books, manuals, films, websites, web elements, electronic information, or other copyrightable materials are produced.

4. Notwithstanding any other provisions herein, in accordance with s. 1004.23, F.S., a State University is authorized in its own name to perform all things necessary to secure letters of patent, copyrights, and trademarks on any works it produces. Within 30 calendar days of same, the president of a State University shall report to the Department of State any such university's action taken to secure or exploit such trademarks, copyrights, or patents in accordance with s. 1004.23(6), F.S.

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O. INFORMATION TECHNOLOGY RESOURCE

Grantee shall obtain prior written approval from the appropriate Commerce authority before purchasing any Information Technology Resource (ITR) or conducting any activity that will impact Commerce's electronic information technology equipment or software, in any way. ITR includes computer hardware, software, networks, devices, connections, applications, and data. Grantee shall contact the Commerce Agreement Manager listed herein in writing for the contact information of the appropriate Commerce authority for any such ITR purchase approval.

P. NONEXPENDABLE PROPERTY

1. For the requirements of this Nonexpendable Property section of the Agreement, "nonexpendable property" is the same as "property" as defined in s. 273.02, F.S., (equipment, fixtures, and other tangible personal property of a nonconsumable and nonexpendable nature).

2. All nonexpendable property, purchased under this Agreement, shall be listed on the property records of Grantee. Grantee shall inventory annually and maintain accounting records for all nonexpendable property purchased and submit an inventory report to Commerce with the final expenditure report. The records shall include, at a minimum, the following information: name of custodian or custodian's delegate with assigned responsibility for the item, property tag identification number, description of the item(s), physical location, name, make or manufacturer, year, and/or model, manufacturer's serial number(s), date of acquisition, if an automobile, the vehicle identification number (VIN) and title certificate number, cost or value at the date of acquisition for the item or the identified component parts thereof, and the current condition of the item.

3. At no time shall Grantee dispose of nonexpendable property purchased under this Agreement without the written permission of and in accordance with instructions from Commerce.

4. Immediately upon discovery, Grantee shall notify Commerce, in writing, of any property loss with the date and reason(s) for the loss.

5. Grantee shall be responsible for the correct use of all nonexpendable property Grantee purchases or Commerce furnishes under this Agreement.

6. A formal Agreement amendment is required prior to the purchase of any item of nonexpendable property not specifically listed in Attachment 1: Scope of Work.

7. Upon the Expiration Date of this Agreement, Grantee is authorized to retain ownership of any nonexpendable property purchased under this Agreement; however, Grantee hereby grants to Commerce a right of first refusal in all such property prior to disposition of any such property during its depreciable life, in accordance with the depreciation schedule in use by Grantee. Grantee shall provide written notice of any such planned disposition and await Commerce's response prior to disposing of the property. "Disposition" as used herein, shall include, but is not limited to, Grantee no longer using the nonexpendable property for the uses authorized herein, the sale, exchange, transfer, trade-in, or disposal of any such nonexpendable property. Commerce, in its sole discretion, may require Grantee to refund to Commerce the fair market value of the nonexpendable property at the time of disposition rather than taking possession of the nonexpendable property.

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Q. REQUIREMENTS APPLICABLE TO THE PURCHASE OF OR IMPROVEMENTS TO REAL PROPERTY

In accordance with s. 287.05805, F.S., if funding provided under this Agreement is used for the purchase of or improvements to real property, Grantee shall grant Commerce a security interest in the property in the amount of the funding provided by this Agreement for the purchase of or improvements to the real property for five years from the date of purchase or the completion of the improvements or as further required by law.

Upon the Expiration Date of the Agreement, Grantee shall be authorized to retain ownership of the improvements to real property set forth in this Agreement in accordance with the following: Grantee is authorized to retain ownership of the improvements to real property so long as: (1) Grantee is not sold, merged or acquired; (2) the real property subject to the improvements is owned by Grantee; and (3) the real property subject to the improvements is used for the purposes provided in this Agreement. If within five years of the termination of this Agreement, Grantee is unable to satisfy the requirements stated in the immediately preceding sentence, Grantee shall notify Commerce in writing of the circumstances that will result in the deficiency upon learning of it, but no later than 30 calendar days prior to the deficiency occurring. In such event, Commerce shall have the right, within its sole discretion, to demand reimbursement of part or all of the funding provided to Grantee under this Agreement.

R. CONSTRUCTION AND INTERPRETATION

1. The title, section, and paragraph headings in this Agreement are for convenience of reference only and shall not govern or affect the interpretation of any of the terms or provisions of this Agreement.

2. The term "Agreement" means this Agreement together with all attachments and exhibits hereto, as the same may from time to time be amended, modified, supplemented, or restated in accordance with the terms hereof.

3. The use in this Agreement of the term "including" and other words of similar import mean "including, without limitation" and where specific language is used to clarify by example a general statement contained herein, such specific language shall not be deemed to modify, limit, or restrict in any manner the construction of the general statement to which it relates. The word "or" is not exclusive and the words "herein," "hereof," "hereunder," and other words of similar import refer to this Agreement, including any Exhibits and Attachments, and not to any particular section, subsection, paragraph, subparagraph, or clause contained in this Agreement. As appropriate, the use herein of terms importing the singular shall also include the plural, and vice versa.

4. The reference to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof and the reference to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder.

5. All references to "$" shall mean the United States Dollar.

6. The term "Grantee" includes any person or entity which has been duly authorized to and has the actual authority to act or perform on Grantee's behalf. The term "Commerce" includes the State of Florida and any successor office, department, or agency of Commerce, and any person or entity which has been duly authorized to and has the actual authority to act or perform on Commerce's behalf.

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7. The recitals of this Agreement are incorporated herein by reference and shall apply to the terms and provisions of this Agreement and the Parties.

8. Time is of the essence with respect to the performance of all obligations under this Agreement.

9. Each Party has read and understands this Agreement.

10. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

S. CONFLICT OF INTEREST

This Agreement is subject to chapter 112, F.S. Grantee shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. Grantee shall also disclose the name of any State employee who owns, directly or indirectly, more than a 5% interest in Grantee or its affiliates.

T. GRANTEE AS INDEPENDENT CONTRACTOR

Grantee is at all times acting and performing as an independent contractor. Commerce has no ability to exercise any control or direction over the methods by which Grantee may perform its work and functions, except as provided herein. Nothing in this Agreement may be understood to constitute a partnership or joint venture between the Parties.

U. EMPLOYMENT ELIGIBILITY VERIFICATION – E-VERIFY

1. 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/.

2. In accordance with section 448.095, F.S., the State of Florida expressly requires the following:

    a) 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.
    b) 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.

3. 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.

4. In accordance with s. 448.095(2)(c), F.S., if Commerce has a good faith belief that Grantee has knowingly violated s. 448.09(1), F.S., Commerce shall immediately terminate this Agreement. If Commerce has a good faith belief that a subcontractor knowingly violated the law, but Grantee otherwise complied, Commerce shall promptly notify Grantee and Grantee shall immediately terminate the contract with the subcontractor. A contract terminated under this provision is not a breach of contract and may not be considered as such.

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V. NOTIFICATION OF INSTANCES OF FRAUD

Upon discovery, Grantee shall report all known or suspected instances of Grantee, or Grantee's agents, contractors or employees, operational fraud or criminal activities to Commerce's Agreement Manager in writing within 24 chronological hours.

W. NON-DISCRIMINATION

Grantee shall not discriminate unlawfully against any individual employed in the performance of this Agreement because of race, religion, color, sex, physical handicap unrelated to such person's ability to engage in this work, national origin, ancestry, or age. Grantee shall provide a harassment-free workplace, with any allegation of harassment to be given priority attention and action.

X. ASSIGNMENTS

Grantee shall not assign, subcontract, or otherwise transfer its rights, duties, or obligations under this Agreement, by operation of law or otherwise, without the prior written consent of Commerce, which consent may be withheld in Commerce's sole and absolute discretion. Commerce is at all times entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental entity in the State of Florida. Any attempted assignment of this Agreement or any of the rights hereunder by Grantee in violation of this provision shall be void *ab initio*. If Grantee is authorized to utilize subcontractors, Grantee shall comply with the prompt payment requirements of s. 287.0585, F.S., and shall pay subcontractors and suppliers within seven (7) working days after receipt of full or partial payment from Commerce. Grantee shall be solely responsible for any penalties assessed for late payments.

Y. CONTRACT FORMATION AND ADMINISTRATION

1. **Entire Agreement**. This Agreement, and the attachments and exhibits hereto, embodies the entire agreement of the Parties with respect to the subject matter hereof. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement; and this Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties.

2. **Severability**. If a court of competent jurisdiction voids or holds unenforceable any provision of this Agreement, then that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions shall remain in full force and effect.

3. **Execution in Counterparts**. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

4. **Internal Inconsistences.** If any inconsistencies or conflict between the language of this Agreement and its Attachments arise, then the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

Z. WAIVER; REMEDIES CUMULATIVE

1. **Waiver.** No waiver by Commerce of any provision herein shall be effective unless explicitly set forth in writing and signed by Commerce. No waiver by Commerce may be construed as a waiver of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure by Commerce to exercise, or delay in exercising, any right, remedy, power or privilege under this Agreement may be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or

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privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

2. **Remedies Cumulative**. No remedy herein conferred upon or reserved to either party is intended to be exclusive of any other remedy or remedies, and each and every such remedy will be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law or in equity.

AA. DISPUTES AND LIABILITIES

1. **Governing Law.** The laws of the State of Florida shall govern the construction, enforcement, and interpretation of this Agreement, regardless of and without reference to whether any applicable conflicts of laws principles may point to the application of the laws of another jurisdiction.

2. **Jurisdiction and Venue.** The Parties expressly consent to exclusive jurisdiction and venue in any state court located in Leon County, Florida, and waive any defense of forum non conveniens, lack of personal jurisdiction, or like defense.

3. **WAIVER OF JURY TRIAL**. IN ANY LEGAL OR EQUITABLE ACTION BETWEEN THE PARTIES, THE PARTIES HEREBY EXPRESSLY WAIVE TRIAL BY JURY TO THE FULLEST EXTENT PERMITTED BY LAW.

4. **Attorneys' Fees and Expenses.** Except as set forth otherwise herein, each of the Parties shall pay its own attorneys' fees and costs in connection with the execution and delivery of this Agreement and the transactions contemplated hereby.

5. **Dispute Resolution.** Should any disputes arise concerning the Agreement, the Parties shall act immediately to resolve any such disputes. Time is of the essence in the resolution.

    a) Dispute Resolution Process. Unless otherwise stated herein, the Parties shall resolve disputes using the dispute resolution process stated in these paragraphs.

        i. Contract Manager Review. The Parties shall resolve disputes through the submission of their dispute to Commerce's Agreement Manager, who shall reduce a decision to writing and furnish a copy to each party within ten (10) Business Days from the date that Commerce's Agreement Manager receives the dispute. The Commerce's Agreement Manager's decision shall be final unless a party provides the other party with written notice of the party's disagreement with the decision within ten (10) Business Days from the date of the Commerce's Agreement Manager's decision. If a party disagrees with Commerce's Agreement Manager's decision, the party may proceed to subsection (b) below.

        ii. Meeting between the Principals. If either party disagrees with Commerce's Agreement Manager's decision, such disagreeing party shall notify the other party of the disagreement within ten (10) Business Days. The Parties shall then schedule a meeting between each party's principal (for Commerce, Commerce's head or designee; for Grantee, the Chief Executive Officer or designee) on a mutually agreed upon date, no later than ten (10) Business Days after the provision of the notice. The principals shall attempt to mutually resolve the disagreement at such meeting. If the meeting between the principals fails to resolve the disagreement, the Parties shall proceed to subsection (c) below.

        iii. Mediation. Prior to initiating any litigation, the Parties, upon mutual agreement, may mediate such dispute. If such mediation is not completed within 100 calendar days from receipt of the Commerce's Agreement Manager's decision, then either party may commence litigation.

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If the dispute is not resolved through the full process in subsections (i) - (iii) above (or (i) – (ii), if mediation is not agreed to), either party may pursue any available legal or equitable remedies.

b) Grantee's Obligation to Perform While Disputes are Pending. Grantee shall proceed diligently with performance under the Agreement pending the final resolution of any dispute or request for relief, claim, appeal, or action arising under the Agreement and shall comply with directions to perform from the Commerce. Should Grantee not perform while a dispute is pending, including by not performing disputed work, such nonperformance by Grantee may be deemed to be an unexcused breach of the Agreement which is separate and apart from any other dispute.

BB. Indemnification. If Grantee is a state agency or subdivision, as defined in s. 768.28(2), F.S., pursuant to s. 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability for the other Party for the other Party's negligence. However, the below provisions will apply to Grantee's subcontractor's who will need to comply with these conditions.

a) For any and all third-party claims, actions, demands, liabilities, and expenses of any kind which are caused by, related to, growing out of or happening in connection with the Agreement (including any determination arising out of or related to the Agreement that the Grantee or its employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to Commerce or the State). Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and Commerce (including each of their current and former officers, agents, and employees) for any and all loss, damage, injury, costs, reasonable expenses, or other casualty to person or property, including attorneys' fees. Without limiting this indemnification requirement, Commerce may provide Grantee (i) written notice of any action or threatened action, (ii) the opportunity to take over and settle or defend any such action at the Grantee's sole expense, and (iii) assistance in defending the action at the Grantee's sole expense. Provided, however, that Grantee shall not indemnify, defend, and hold harmless the State and Commerce, and their officers, agents, and employees for that portion of any loss or damages the negligent act or omission of Commerce or the State exclusively caused. Nothing herein is intended to act as a waiver of Commerce's or the State's sovereign immunity or to be deemed consent by Commerce or the State or its subdivisions to suit by third parties.

b) Further, Grantee shall fully indemnify, defend, and hold harmless the State and Commerce from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right; provided, however, that the foregoing obligation shall not apply to Commerce's misuse or modification of Grantee's products or Commerce operation or use of Grantee's products in a manner not contemplated by this Agreement. If any product is the subject of an infringement suit, or in Grantee's opinion is likely to become the subject of such a suit, Grantee may, at Grantee's sole expense, procure for Commerce the right to continue using the product or to modify it to become non-infringing. If Grantee is not reasonably able to modify or otherwise secure for Commerce the right to continue using the product, Grantee shall remove the product and refund Commerce the amounts paid in excess of a reasonable fee, as determined by Commerce in its sole and absolute discretion, for past use. Commerce shall not be liable for any royalties.

c) Grantee's obligations under the two immediately preceding paragraphs above, with respect to any legal action are contingent upon the State or Commerce giving Grantee (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense, and (3) assistance in defending the action at Grantee's sole expense.

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Grantee shall not be liable for any cost, expense, or compromise incurred or made by the State or Commerce in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

d) The State and Commerce may, in addition to other remedies available to them at law or equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of Grantee or its affiliates to the State against any payments due Grantee under any Agreement with the State.

CC. CONTACT INFORMATION FOR GRANTEE AND COMMERCE CONTACTS

Grantee's Payee:	**Grantee's Agreement Manager**:
Hardee County Board of County Commissioners	Courtney Barringer
412 West Orange Street, Room: 204	412 West Orange Street, Room 201
Wauchula, FL 33873	Wauchula, FL 33873
(863) 773-3199	(863) 773-6349
	courtney.barringer@hardeecountyfl.gov

Commerce's Agreement Manager:

Beth Frost
107 East Madison Street
Tallahassee, FL 32399
(850) 245-7474
beth.frost@commerce.fl.gov

DD. NOTICES

The Parties' respective contact information is set forth in the immediately preceding paragraph and may be subject to change at the Parties' discretion. If the contact information changes, the Party making such change will notify the other Party in writing. Where the term "written notice" is used to specify a notice requirement herein, said notice shall be deemed to have been given (i) when personally delivered; (ii) when transmitted via email or registered mail; (iii) the next business day following the day on which the same has been delivered prepaid to a recognized overnight delivery service; or (iv) the third business day following the day on which the same is sent by certified or registered mail, postage prepaid, with return receipt.

EE. 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, Grantee 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, Florida Administrative Code (F.A.C.).

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FF. FOREIGN INFLUENCE

In accordance with section 286.101, F.S., if this Contract has a value of $100,000 or more, Grantee 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. Grantee represents that it is, and for the duration of this Agreement will remain, in compliance with section 286.101, F.S.

GG. HUMAN TRAFFICKING AND FORCED LABOR

If applicable and in accordance with section 287.1346(4)(b), F.S. and 787.06, F.S., when an agreement 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 or that commodities offered to Commerce have not been produced, in whole or in part, by forced labor as defined in statute.

If applicable, Grantee must provide Commerce with an affidavit signed by an officer or a representative of Grantee on Forms PUR 2023, "Provision of Commodities Produced by Forced Labor" and PUR 2024, "Use of Coercion for Labor or Services Attestation Form," which are incorporated herein by reference under penalty of perjury (Attachment 7) attesting that the Grantee does not use coercion for labor or services or that commodities offered to Commerce have not been produced, in whole or in part, by forced labor as defined in statute. Commerce may terminate this Agreement at its sole option if Grantee is placed on the forced labor vendor list pursuant to s. 287.1346, F.S.

HH. SYSTEMATIC ALIEN VERIFICATION FOR ENTITLEMENTS (SAVE):

Pursuant to State of Florida Executive Order Number 21-223, Grantee shall utilize the U.S. Citizenship and Immigration Services' Systematic Alien Verification for Entitlements program (known as "SAVE"), or any successor or similar applicable verification program, to confirm the eligibility of beneficiaries before providing any funds, resources, benefits, or any other thing of value during the Agreement term. Further, Grantee shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to the Agreement utilize SAVE, or any successor or similar applicable verification program, to confirm the eligibility of beneficiaries before providing any funds, resources, benefits, or any other thing of value during the Agreement term.

II. ATTACHMENTS

This Agreement contains the following attachments:

- Attachment 1: Scope of Work
- Attachment 2 and Exhibit 1 to Attachment 2: Audit Requirements
- Attachment 3: Audit Compliance Certification
- Attachment 4: Certified Business Enterprise Report
- Attachment 5: Total Compensation for Executive Leadership
- Attachment 6: Total Compensation Paid to Non-Profit Personnel Using State Funds
- Attachment 7: PUR 2024: Use of Coercion for Labor or Services and PUR 2023: Provision of Commodities Produced by Forced Labor

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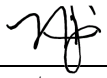
IN WITNESS THEREOF, and in consideration of the mutual covenants set forth above and in all Attachments hereto, the Parties, through their duly authorized representatives, sign this Agreement and represent and warrant that they understand the Agreement and Attachments' terms and conditions as of the Effective Date.

FLORIDA DEPARTMENT OF COMMERCE		**HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS**	
By	Adam Callaway Signature	**By**	 Signature
	Adam Callaway		**Noey Flores**
Title	Chief of Staff	**Title**	**Chairman**
Date	10/23/2026	**Date**	10/20/2026

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: Danielle Myrka

Approved Date: 10/22/2026

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ATTACHMENT 1
SCOPE OF WORK

A. PROJECT DESCRIPTION: The 2026-2027 General Appropriations Act, Chapter 2026-232, Laws of Florida, line-item 2395A, appropriated $4,500,000.00 to the Hardee County Board of County Commissioners ("Grantee") for improvements to the Hardee County Extension Office located at 507 Civic Center Dr, Wauchula, Florida 33873. The improvements will be designed to accommodate the Soil & Water Division, improve accessibility, and meet the growing needs of the community. Additionally, improvements will provide a safe, functional, and accessible work environment, enhance operational efficiency, and ensure the facility can deliver agricultural, environmental, and educational services effectively.

B. GRANTEE RESPONSIBILITIES:

1. Grantee shall complete the planning, design, engineering, permitting, renovation, building expansion, site and parking improvements, construction, installation, inspection, testing, commissioning, project management, grant administration, and related activities necessary to expand and improve the Hardee County Extension Office. These improvements shall include the following:

a. Building Expansion and Interior Improvements: Construction of a building addition and renovation or modification of existing interior spaces to support County Extension and Soil & Water Division operations. Improvements may include offices, administrative workstations, reception and public-service areas, meeting and training spaces, storage, employee support areas, restrooms, interior partitions, doors, ceilings, flooring, cabinetry, casework, finishes, and other improvements necessary to integrate the addition with the existing facility and support facility operations.

b. Roof and Building Envelope Improvements: Replacement, repair, modification, or improvement of roofing and building-envelope components, including roofing systems, insulation, flashing, waterproofing, drainage, roof penetrations, exterior walls, windows, exterior doors, sealants, weatherproofing, and other work necessary to provide a complete and weather-resistant facility.

c. HVAC and Mechanical Improvements: Replacement, installation, modification, or improvement of HVAC and related mechanical systems, including equipment, ventilation, ductwork, controls, connections, and supporting infrastructure necessary to provide reliable and energy-efficient facility operations.

d. Accessibility and ADA Improvements: Accessible entrances and routes, ADA-compliant parking and access aisles, sidewalks, ramps, doors and hardware, restrooms, interior circulation, service areas, signage, and other improvements necessary to comply with applicable accessibility requirements.

e. Site, Parking, and Infrastructure Improvements: Site clearing, grading, preparation, stabilization, drainage, stormwater management, water, wastewater, electrical, communications, and other utilities; parking lot construction, expansion, reconstruction, resurfacing, or other parking improvements; ADA-accessible parking; vehicular circulation and driveways; sidewalks and accessible routes; exterior lighting; landscaping and irrigation; signage; and other site and infrastructure improvements necessary to support the expanded facility.

f. Building Systems and Code Compliance: Electrical distribution and lighting, plumbing, fire alarm and suppression, life-safety systems, emergency lighting, emergency or backup power where appropriate, data and telecommunications, audiovisual systems, security and access control, signage, energy-efficiency and building-control systems, and other systems necessary for safe and efficient facility operations.

g. Technology, Communications, Security, and Equipment: Data and telecommunications infrastructure, wireless network infrastructure, audiovisual and presentation systems, security

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cameras, access-control systems, alarms, emergency communications, furnishings, fixtures, equipment, cabinetry, storage systems, technology equipment, signage, and other items necessary to place the facility into service.

2. **Tasks shall include, but are not limited to:**
   a. **Design and Preconstruction Activities:** Tasks may include architectural, engineering, surveying, geotechnical, testing, and other professional services; existing-condition and building-system assessments; site and utility evaluations; space programming and operational planning; preparation of plans and specifications; cost estimating and value engineering; permitting and regulatory coordination; procurement and bidding assistance; and coordination with County departments, facility users, utility providers, regulatory agencies, and other affected entities.
   b. **Project Management and Grant Administration:** Tasks may include project coordination and administration; schedule and budget management; contract administration; procurement and solicitation administration; construction administration and observation; coordination with consultants, contractors, County departments, facility users, and other project stakeholders; grant compliance and administration; financial tracking and reimbursement coordination; required reporting and documentation; maintenance of project and grant records; and project and grant closeout.
   c. **Construction and Project Closeout:** Construction activities shall include all labor, materials, equipment, supervision, temporary facilities, contractor and subcontractor services, demolition as necessary, renovation, building expansion, site and parking improvements, utilities, building systems, furnishings, fixtures, equipment, testing, inspections, commissioning, correction of deficiencies, final cleaning and restoration, equipment and system startup, warranties, operations and maintenance documentation, record and as-built documentation, applicable occupancy approvals, and other work necessary to provide a complete and operational facility.
   d. **Documentation:** Grantee shall provide Commerce's Agreement Manager with applicable documentation necessary to demonstrate completion of project activities and support reimbursement requests, including, as applicable:

      1) Preliminary designs
      2) Final design plans and specifications
      3) Permits
      4) Procurement documentation,
      5) Executed contracts and subcontracts,
      6) Construction documentation,
      7) Inspection and testing records,
      8) Contractor payment documentation, and
      9) Project closeout documentation.

   e. **Costs Eligible for Reimbursement:** Costs eligible for reimbursement include, but are not limited to, planning, design, architectural and engineering services, surveying, geotechnical and testing services, permitting and regulatory coordination, procurement and solicitation, project management and administration, grant administration, construction administration and observation, demolition as necessary, renovation, building expansion, construction, site and parking improvements, utilities and infrastructure, roof and building-envelope improvements, HVAC and mechanical systems, accessibility improvements, building systems, technology and communications infrastructure, security improvements, furnishings, fixtures, equipment, contractor and subcontractor services, testing, inspection, commissioning, project closeout, and other eligible costs necessary to complete the project.
   f. **Grant-Funded Project Intent:** Grant funds will be used only for eligible costs associated with the planning, design, engineering, permitting, renovation, building expansion, site and parking improvements, project management and administration, grant administration, construction,

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installation, building and utility systems, furnishings, fixtures, equipment, inspection, testing, commissioning, project closeout, and other approved activities necessary to expand, improve, and place the Hardee County Extension Office into service.

C. **COMMERCE'S RESPONSIBILITIES:** Commerce shall monitor progress, review reports, conduct site visits, as Commerce determines necessary, at Commerce's sole and absolute discretion, and process payments to Grantee.

D. **DELIVERABLES:** Grantee agrees to provide the following services as specified:

Deliverable Number	Tasks	Minimum Level of Service	Financial Consequences	Amount
1	Complete tasks in accordance with Section B of this Scope of Work.	Grantee may request reimbursement upon completion of a minimum of one (1) task in accordance with Sections B.2.a., B.2.b. and B.2.d. of this Scope of Work. Completion shall be documented by submission of any of the following, as appropriate: a. Copy of preliminary designs b. Copies of all approved permits c. Procurement documentation d. Final designs and specifications e. Construction documents f. Inspection and testing records Grantee may request reimbursement upon completion of ten percent (10%) of construction in accordance with Sections B.1 and B.2.c. of this Scope of Work. Thereafter, reimbursement may be requested upon completion of construction in the following increments: 20%, 30%, 40%, 50%,	Failure to meet the Minimum Level of Service shall result in non-payment.	$4,500,000.00

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		60%, 70%, 80%, 90%, and 100%. Completion shall be documented by submission of AIA Forms G702 and G703, or their substantive equivalents, certifying that the project, or a quantifiable portion of the project, is complete.		
TOTAL AMOUNT NOT TO EXCEED: $4,500,000.00				

ACCEPTANCE OF DELIVERABLES

Acceptance Process. All deliverables must be received and accepted in writing by Commerce's Agreement Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time, at Grantee's expense.

E. REPORTING:

1. Quarterly: Grantee shall provide a quarterly report listing all progress relating to the Deliverables in Section D. Quarterly reports are due to Commerce within 30 calendar days after the end of each quarter, until submission of the final invoice package. The ending dates for each quarter of the program year are September 30, December 31, March 31, and June 30. The quarterly report shall include a summary of project progress, indicating percentage of completion of each Deliverable, and all additional reports which are required pursuant to this Agreement, including but not limited to, reports documenting the positive return on investment to the State that results from Grantee's project and its use of Award Funds. The summary shall also include any issues or events occurring which affect the ability of the Grantee to meet the terms of this Agreement. Grantee shall submit quarterly reports that are in the form of the quarterly report template which will be provided to Grantee upon execution of this Agreement. **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 properly completed or otherwise allowable by law.**
2. Certified Business Enterprise Report: Grantee shall provide a Certified Business Enterprise Report (Attachment 4) with each invoice summarizing the participation of certified and non-certified business and service-disabled veteran subcontractors and material suppliers for that period and the project to date. Grantee shall include the names, addresses, and dollar amount of each certified and non-certified Business Enterprise and Service-Disabled Veteran Enterprise participant. Commerce's Supplier Development Coordinator can be reached at (850) 245-7455 to answer concerns and questions.
3. Close-out Report: No later than 60 calendar days after the Agreement ends or is terminated, Grantee shall provide copies of all paid invoices to document completed work.
4. Total Compensation for Executive Leadership Annual Report, if applicable: The Grantee shall submit a Total Compensation for Executive Leadership Annual Report (Attachment 5) within **90 calendar days** of the close of Grantee's fiscal year. Total compensation includes salary, bonuses, cash-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real property gifts, and any other payout information for the Grantee's executive leadership team(s). Information must be completed in the Subrecipient Enterprise Resource Application (SERA).

   All compensation reports must:
   - Indicate what percentage of the reported compensation comes directly from State, Federal, and Other awards.

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- Include the percentage allocation of State and/or Federal funds relative to the Grantee's total budget.
- Provide a detailed percentage breakout between State and Federal funding sources.

Grantee's IRS Form 990 must be submitted to Commerce no later than **March 31st**. If the Grantee has requested and received a submittal extension for their IRS Form 990 or if the scheduled submittal date falls after March 31st, Grantee must submit and report compensation data using the **prior fiscal year's Form 990**.

The Grantee must inform Commerce of any changes in total executive compensation between annual reports within **60 calendar days** of the change.

F. INVOICE SUBMITTAL AND PAYMENT SCHEDULE: Commerce shall pay Grantee in accordance with the following schedule in the amount identified per deliverable in Section D above. The deliverable amount specified does not establish the value of the deliverable. In accordance with the requirements of s. 215.971(1), F.S., and the **Audit Requirements and Compliance** section of this Agreement, Grantee and its subcontractors may only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period.

1. Grantee shall provide one invoice per month for all services rendered during the applicable period. Grantee shall submit invoices as set forth below to be eligible to receive and retain payment for the performance of duties and completion of deliverables set forth above. Grantee shall submit all documentation necessary to support Grantee's expenditures. Commerce may request any information from Grantee that Commerce deems necessary to verify that Grantee has performed the services for which payment is requested. Grantee's submission of each invoice package is Grantee's certification that it has performed the services and incurred the costs in compliance with all applicable laws and the terms of this Agreement. Grantee will provide invoices in accordance with the requirements of the Reference Guide for State Expenditures available at: https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337_2.
2. Invoices must contain Grantee's name, address, federal employer identification number or other applicable Grantee identification number, the Agreement number, the invoice number, and the invoice period. Grantee shall submit the following documents with the itemized invoice: Revise list below as applicable and include any additional documentation requirements.
   a) Invoices and bills for fees or other compensation for services or expenses must be legible and submitted in detail sufficient for a proper preaudit and postaudit thereof. Invoices for commodities must clearly reflect a description of the item or items, number of units, and cost per unit. Invoices for services must clearly identify the specific deliverable(s) that were completed.
   b) A cover letter signed by Grantee'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 D, 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 the Agreement period;
   c) Grantee's invoices shall include the date, period in which work was performed, amount of reimbursement, and work completed to date;
   d) A certification by a licensed engineer using AIA forms G702 and G703, or their substantive equivalents, certifying that the project, or a quantifiable portion of the project, is complete;
   e) Before and after photographs of the completed work;
   f) For costs related to employee salaries, the following documentation shall be required:
      2) Identification of each employee who performed tasks under this Agreement;
      3) Percentage of each employee's time devoted to tasks under this Agreement, or number of total

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hours each employee devoted to tasks under this Agreement. If employee is paid hourly, a document reflecting the hours worked times the rate of pay is acceptable; and

4) Payroll register or similar documentation that shows the employee's gross salary, fringe benefits, other deductions, and net pay.

g) Travel documentation with a completed State of Florida Travel Reimbursement Form;
h) A copy of all supporting documentation for vendor payments;
i) A copy of the Total Compensation Paid to Non-Profit Personnel Using State Funds Form, if applicable (Attachment 6);
j) A copy of the cancelled check(s) specific to the project and a copy of the bank statement that includes the cancelled check, or similar evidence of expenditure (e.g., wire transfers, credit card receipts and evidence of payment, etc.).

3. Grantee's invoice and all documentation necessary to support payment requests must be submitted into Commerce's Subrecipient Enterprise Resource Application (SERA). Grantee shall submit invoices that are in the form of the invoice template which will be provided to Grantee upon execution of this Agreement.
4. If the Grantee is a county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2), 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 Grantee may elect in writing to exercise this provision.
   a) 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
   b) A county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 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 Grantee meets the criteria set forth in this paragraph, then the Grantee is deemed to have demonstrated a financial hardship.
5. Grantee shall submit its final invoice for payment to Commerce no later than 60 days after this Agreement ends and Commerce may, at Commerce's sole and absolute discretion, refuse to honor any requests for payment submitted after this deadline.

G. RETURN ON INVESTMENT: Grantee is required to provide, on or before October 31, 2026, an initial report identifying actual returns on investment by fiscal year for state funding previously received (if applicable), as well as projected positive returns the state will receive by providing Grantee funding through this Agreement.

1. Beginning at the end of the first full quarter following execution of this Agreement, Grantee shall provide quarterly update reports directly to Commerce's Agreement Manager documenting the positive return on investment to the state that results from the Grantee's project and its use of monies provided under this Agreement.
2. Quarterly update reports shall be provided to Commerce's Agreement Manager within 30 calendar days after the end of each quarter thereafter until Grantee is instructed that no further reports are needed.

H. RESERVED.

I. FINANCIAL CONSEQUENCES FOR FAILURE TO TIMELY AND SATISFACTORILY PERFORM:

1. Failure to complete all deliverables in accordance with the requirements of this Agreement, and most particularly the deliverables specified above in Section D, Deliverables, will result in Commerce's

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assessment of the specified financial consequences. This provision for financial consequences shall in no manner affect Commerce's right to terminate the Agreement as provided elsewhere in the Agreement.

2. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe or fails to timely complete deliverables as set forth in this Agreement, the Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies or delays in the CAP.

- End of Attachment 1 (Scope of Work) -

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Attachment 2
AUDIT REQUIREMENTS

The administration of resources awarded by Commerce to the Grantee may be subject to audits and/or monitoring by Commerce as described in this Attachment 2.

MONITORING. In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (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, the recipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by Commerce. In the event the Commerce determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by Commerce staff to the recipient regarding such audit. The recipient 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 the recipient is a state or local government, or a nonprofit organization as defined in 2 CFR §200.1.

1. A recipient 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, the recipient 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 recipient 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, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.
3. A recipient 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 the recipient 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 recipient resources obtained from other than federal entities).

PART II: STATE FUNDED. This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient 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, the recipient 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.

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2. For the audit requirements addressed in Part II, paragraph 1, the recipient 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 the recipient 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 the recipient 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 the recipient'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), Florida Statutes, State agencies may conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state awarding agency inspector general, the Auditor General, or any other state official. 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 the recipient 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 the recipient 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.

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

Electronic copies (preferred):	or	Paper (hard copy):
Audit@commerce.fl.gov		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 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. Recipients, 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 the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION. The recipient 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 five (5) 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. The recipient shall ensure that audit working papers are made available to Commerce, or its designee, CFO, or Auditor General upon request for a period of five (5) 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 2

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project **- FLORIDA DEPARTMENT OF COMMERCE, 40.038 - Division of Housing and Community Development/$4,500,000.00**

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

1. ***ACTIVITIES LIMITED TO THOSE IN THE SCOPE OF WORK***

NOTE: List applicable compliance requirements

NOTE: 2 CFR § 200.331, as revised, and s. 215.97(5), F.S., require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.

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Attachment 3

AUDIT COMPLIANCE CERTIFICATION

Grantee Name: _____
FEIN: _____
Grantee's Fiscal Year: _____
Contact Person Name and Phone Number: _____
Contact Person Email Address: _____

1. Did Grantee expend state financial assistance, during its fiscal year, that it received under any agreement (e.g., agreement, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Grantee and the Florida Department of Commerce (Commerce)? ____ Yes ____ No

If the above answer is yes, also answer the following before proceeding to item 2:

Did Grantee expend $750,000 or more of state financial assistance (from Commerce and all other sources of state financial assistance combined) during its fiscal year? ____ Yes ____ No

If yes, Grantee certifies that it will timely comply with all applicable state single or project-specific audit requirements of s. 215.97, Florida Statutes, and the applicable rules of the Department of Financial Services and the Auditor General.

2. Did Grantee expend federal awards, during its fiscal year that it received under any agreement (e.g., agreement, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Grantee and Commerce? ____ Yes ____ No

If the above answer is yes, also answer the following before proceeding to execution of this certification:

Did Grantee expend $1,000,000 or more in federal awards (from Commerce and all other sources of federal awards combined) during its fiscal year? ____ Yes ____ No

If yes, Grantee certifies that it will timely comply with all applicable single or program-specific audit requirements of 2 CFR Part 200, Subpart F, as revised.

By signing below, I certify, on behalf of Grantee, 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

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Attachment 4

DEPARTMENT OF COMMERCE

Office of Procurement

CERTIFIED BUSINESS ENTERPRISE REPORT

(Company Name, Street Address, City & Zip Code)

Commerce Contract Number: HL244

Commerce Project Name:

Contract Amount

CBE Participation Amount: $0.00

CBE Percentage

DV Participation Amount: $0.00

DV Percentage

Contract Vendor Invoice # 0

CERTIFIED BUSINESS ENTERPRISE (CBE)

** Include consultants, sub-contractors, travel agents, etc. who provided services on this project.

Business Enterprise	Description	CBE Code	State Certified Business (Yes or No)	CBE Contract $ Amount	$ Amount paid this Invoice	Total Paid	Balance Due	Project Type (Commodities or Contractual Services)
				$ -	$ -	$ -	$ -	
				$ -	$ -	$ -	$ -	
				$ -	$ -	$ -	$ -	
				$ -	$ -	$ -	$ -	
			TOTALS	$ -	$ -	$ -	$ -	
							$ -	

** **Certified CBE:** **A** - Non-Minority **H** - African American **I** - Hispanic **J** - Asian/Hawaiian **K** - Native American **M** - Woman Owned

** **Non-Certified CBE:** **N** - African American **O** - Hispanic **P** - Asian/Hawaiian **Q** - Native American **R** - Woman Owned

SERVICE-DISABLED VETERAN (DV) BUSINESS ENTERPRISE

* Include consultants, sub-contractors, travel agents, etc. who provided services on this project.

Service-Disabled Veteran Business Enterprise	Description	DV Code	State Certified DV Business (Yes or No)	DV Contract $ Amount	$ Amount paid this Invoice	Total Paid	Balance Due	Project Type (Commodities or Contractual Services)
				$ -	$ -	$ -	$ -	
				$ -	$ -	$ -	$ -	
				$ -	$ -	$ -	$ -	
				$ -	$ -	$ -	$ -	
			TOTALS	$ -	$ -	$ -	$ -	
							$ -	

* **Certified DV:** **W** - Service-Disabled Veteran Business

* **Non-Certified DV:** **Y** - Service-Disabled Veteran Business

INCLUDE THIS FORM WITH YOUR INVOICE

Commerce Form Version 2026

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Attachment 5
Total Compensation for Executive Leadership
(Executive Order 20-44)

Entity Name:_____
Fiscal Year End (Month-Year):_ _____

Total Revenue	
Total Revenue from State Awards	
Total Revenue from Federal Awards	
Total Revenue from Other Sources	
Percentage of Total Revenue from State Awards	
Percentage of Total Revenue from Federal Awards	

Employee Name						
Title						
Salary						
Bonuses						
Cashed-In Leave						
Cash Equivalents						
Cash Equivalents Description						
Severance Pay						
Retirement Benefits						
Employer-Paid Insurance Benefits						
Deferred Compensation						
Real Property Gifts						
Real Property Gifts Description						
Other Payouts						
Other Payouts Description						
Total Compensation						
Accrued Leave and Holiday Benefits						
Percentage of Total Compensation from Federal or State Funds						

Definitions:
Executive Leadership: Anyone who is included by name or title on the form 990, part VII, or Schedule J.
Cash Equivalents: Gift cards, vouchers, tickets, or other items of monetary value.
Other Payouts: Cell phone allowances, tuition, gym memberships, car allowances, etc.
Employer-Paid Insurance Benefits: Amount of insurance paid by the employer for health, vision, life, dental, disability, etc. (does not include taxes such as FICA, reemployment, etc.).
Accrued Leave and Holiday Benefits: Value of vacation, sick, and PTO accrued during the year and holiday available to the employee.

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ATTACHMENT 6

Total Compensation Paid to Non-Profit Personnel Using State Funds

Name:	
Title:	
Agency Agreement/Contract #	
Total Contract Amount	
Contract Term:	
Invoice Number	
Invoice Period	

Line Item Budget Category	Total Amount Allocated	Total Amount Paid	Amount Paid from State Funds
Salaries			
Fringe Benefits			
Bonuses			
Accrued Paid Time Off			
Severance Payments			
Retirement Contributions			
In-Kind Payments			
Incentive Payments			
Reimbursements/Allowances			
Moving Expenses			
Transportation Costs			
Telephone Services			
Medical Services Costs			
Housing Costs			
Meals			
Amount Paid to Date			

CERTIFICATION: I certify that the amounts listed above are true and accurate and in accordance with the approved budget.

Name:	
Signature:	
Title:	
Date:	

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Attachment 7

PUR 2024: Use of Coercion for Labor or Services

Pursuant to section 787.06(14), Florida Statutes, this portion of the form **must be completed by an officer or representative of the nongovernmental entity** executing, renewing, or extending a contract with a governmental entity.

The entity named below does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Entity Name: Hardee County Board of County Commissioners

Representative/Officer's Printed Name:

Representative/Officer's Title:

Signature: Date:

PUR 2023: Provision of Commodities Produced by Forced Labor

Pursuant to section 287.1346(4)(b), Florida Statutes, this portion of the form **must be completed by a member of the company's senior management, as defined in section 287.1346, F.S.,** when the company submits a response to a solicitation for the provision of commodities and before the company enters into or renews a contract for the provision of commodities.

As defined in section 287.1346(1)(c), Florida Statutes, "Senior management" includes chief executive officers; assistant chief executive officers, including, but not limited to, assistant presidents, vice presidents, or assistant treasurers; chief financial officers; chief personnel officers; or any employee of an entity performing similar functions.

I certify that to the best of my knowledge, the commodities the entity named below is offering to the Department have not been produced, in whole or in part, by forced labor.

Entity Name: Hardee County Board of County Commissioners

Senior Management's Printed Name:

Senior Management Member's Title:

Signature: Date:

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GRANT AGREEMENT
STATE OF FLORIDA
DEPARTMENT OF COMMERCE

THIS GRANT AGREEMENT NUMBER HL343 ("Agreement") is made and entered into by and between the State of Florida, Department of Commerce ("Commerce"), and Hardee County Board of County Commissioners, a local government ("Grantee"). Commerce and Grantee are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

WHEREAS, Commerce has the authority to enter into this Agreement and distribute State of Florida funds ("Award Funds") in the amount and manner set forth in this Agreement;

WHEREAS, Grantee hereby represents and warrants that Grantee's signatory to this Agreement has authority to bind Grantee to this Agreement as of the Effective Date and that Grantee, through its undersigned duly authorized representative in his or her official capacity, has the authority to request, accept, and expend Award Funds for Grantee's purposes in accordance with the terms and conditions of this Agreement;

NOW THEREFORE, for and in consideration of the covenants and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties intending to be legally bound hereby agree as follows:

A. AGREEMENT PERIOD

This Agreement is effective as of July 1, 2026 (the "Effective Date") and ends on June 30, 2028 (the "Expiration Date"), unless sooner terminated in accordance with the provisions of this Agreement (the "Termination Date"). The period of time between the Effective Date and the Expiration Date or Termination Date is the "Agreement Period."

B. FUNDING

1. **Payment Type**. This Agreement is a Cost Reimbursement Agreement.

2. **Payment Amount**. Commerce shall pay Grantee up to $5,200,000.00 in consideration for Grantee's performance under this Agreement.

3. **Reserved.**

4. **Travel expenses are not authorized under this Agreement.**

5. **Limited Obligation to Pay**. Commerce shall not pay Grantee's costs related to this Agreement incurred outside of the Agreement Period.

6. **Contingent on Appropriation.** In conformity with s. 287.0582, F.S., the State of Florida and Commerce's performance and obligation to pay any Award Funds under this Agreement is contingent upon an annual appropriation by the Legislature. Commerce shall have final unchallengeable authority as to both the availability of funds and what constitutes an "annual appropriation" of funds.

7. **Lobbying.** Grantee shall not expend Award Funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.

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8. **Legal Expenses**. Grantee shall not expend Award Funds to pay any costs incurred in connection with any defense against any claim or appeal of the State of Florida or any agency or instrumentality thereof (including Commerce); or to pay any costs incurred in connection with the prosecution of any claim or appeal against the State of Florida or any agency or instrumentality thereof (including Commerce), which Grantee instituted or in which Grantee has joined as a claimant.

9. **Commingling of Funds**. Grantee shall either (i) maintain Award Funds in a separate bank account, or (ii) expressly designate in Grantee's business records and accounting system that the Award Funds originated from this Agreement. Grantee shall not commingle Award Funds with any other funds. Commerce may refuse to reimburse Grantee for purchases made with commingled funds.

10. **Costs in Compliance with Laws.** Grantee's costs must be in compliance with all laws, rules, and regulations applicable to expenditures of State funds, including the Reference Guide for State Expenditures (https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf).

C. ELECTRONIC FUNDS TRANSFER

Within 30 calendar days of the date the last Party has signed this Agreement, Grantee shall enroll in Electronic Funds Transfer (EFT) from the State's Chief Financial Officer. A copy of the Authorization form can be found on the vendor instruction page at: https://www.myfloridacfo.com/Division/AA/Vendors/ . Any questions should be directed to the Direct Deposit/EFT Section of the Division of Accounting and Auditing at (850) 413-5517. Once enrolled, invoice payments shall be made by EFT.

D. MODIFICATION

If, in Commerce's sole and absolute determination, changes to this Agreement are necessitated by law or otherwise, Commerce may at any time, with written notice of all such changes to Grantee, modify this Agreement within its original scope and purpose. Grantee shall be responsible for any due diligence necessary to determine the impact of the modification. Any modification of this Agreement requested by Grantee must be in writing and duly signed by all Parties in order to be enforceable.

E. AUDIT REQUIREMENTS AND COMPLIANCE

1. **Florida Single Audit Act - Section 215.97, Florida Statutes ("F.S.")**. Grantee shall comply with all applicable provisions of s. 215.97, F.S., s. 215.971, F.S., and Attachment 2 and Exhibit 1 to Attachment 2: Audit Requirements.

2. Grantee shall perform the deliverables and tasks set forth in Attachment 1, Scope of Work.

3. Grantee may only expend Award Funds for allowable costs resulting from obligations incurred during the Agreement Period.

4. **Refund**. Grantee shall refund to Commerce any: (1) balance of unobligated Award Funds which have been advanced or paid to Grantee; or (2) Award Funds paid in excess of the amount to which Grantee is entitled under the terms and conditions of this Agreement and Attachments hereto, upon expiration or termination of this Agreement.

5. **Inspector General Compliance**. Grantee understands and shall comply with the requirements of s. 20.055(5), F.S. Grantee agrees to reimburse the State for the reasonable costs of investigation the Inspector General or other authorized State official incurs for investigations of Grantee's compliance

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with the terms of this or any other agreement between the Grantee and the State which results in the suspension or debarment of Grantee. Grantee shall not be responsible for any costs of investigations that do not result in Grantee's suspension or debarment.

F. RECORDS AND INFORMATION RELEASE

1. **Records Compliance**. Commerce is subject to the provisions of chapter 119, F.S., relating to public records. Any document Grantee submits to Commerce under this Agreement may constitute public records under the Florida Statutes. Grantee shall cooperate with Commerce regarding Commerce's efforts to comply with the requirements of chapter 119, F.S. Grantee shall respond to requests to inspect or copy such records in accordance with chapter 119, F.S., for records made or received by Grantee in connection with this Agreement. Grantee shall immediately notify Commerce of the receipt and content of any records request by sending an e-mail to PRRequest@commerce.fl.gov within one (1) business day after receipt of such request. Grantee shall indemnify, defend, and hold Commerce harmless from any violation of Florida's public records laws wherein Commerce's disclosure or nondisclosure of any public record was predicated upon any act or omission of Grantee. As applicable, Grantee shall comply with s. 501.171, F.S. Commerce may terminate this Agreement if Grantee fails to comply with Florida's public records laws. Grantee shall allow public access to all records made or received by Grantee in connection with this Agreement, unless the records are exempt from s. 24(a) of Article I of the State Constitution or s. 119.07(1), F.S. Commerce may unilaterally cancel this Agreement for refusal by the Grantee to allow public access to all documents, papers, letters, or other material made or received by the Grantee in conjunction with the Agreement, unless the records are exempt from s. 24(a) of Art. I of the State Constitution and s. 119.07(1), F.S.

2. **Identification of Records**. Grantee shall clearly and conspicuously mark all records submitted to Commerce if such records are confidential and exempt from public disclosure. Grantee's failure to clearly mark each record and identify the legal basis for each exemption from the requirements of chapter 119, F.S., prior to delivery of the record to Commerce serves as Grantee's waiver of a claim of exemption. Grantee shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for as long as those records are confidential and exempt pursuant to Florida law. If Commerce's claim of exemption asserted in response to Grantee's assertion of confidentiality is challenged in any court of law, Grantee shall defend, assume, and be responsible for all fees, costs, and expenses in connection with such challenge.

3. **Keeping and Providing Records**. Commerce and the State have an absolute right to view, inspect, or make or request copies of any records arising out of or related to this Agreement. Grantee has an absolute duty to keep and maintain all records arising out of or related to this Agreement. Commerce may request copies of any records made or received in connection with this Agreement, or arising out of Grantees use of Award Funds, and Grantee shall provide Commerce with copies of any records within 10 business days after Commerce's request at no cost to Commerce. Grantee shall maintain all books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of Award Funds. For avoidance of doubt, Grantee's duties to keep and provide records to Commerce includes all records generated in connection with or as a result of this Agreement. Upon expiration or termination of this Agreement, Grantee shall transfer, at no cost, to Commerce all public records in possession of Grantee or keep and maintain public records required by Commerce to perform the service. If Grantee keeps and maintains public records upon completion of this Agreement, Grantee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Commerce, upon request from Commerce's custodian of records, in a format that is compatible with the information technology systems of Commerce.

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4. **Audit Rights.** Representatives of the State of Florida, Commerce, the State Chief Financial Officer, the State Auditor General, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the federal government and their duly authorized representatives shall have access to any of Grantee'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.

5. **Single Audit Compliance Certification.** Annually, within 60 calendar days of the close of Grantee's fiscal year, Grantee shall electronically submit a completed Audit Compliance Certification (a version of this certification is attached hereto as Attachment 3) to audit@commerce.fl.gov. Grantee's timely submittal of one completed Audit Compliance Certification for each applicable fiscal year will fulfill this requirement for all agreements between Commerce and Grantee.

6. **Ensure Compliance**. Grantee shall ensure that any entity which is paid from, or for which Grantee's expenditures will be reimbursed by, Award Funds, is aware of and will comply with the aforementioned audit and record keeping requirements.

7. **Contact Custodian of Public Records for Questions.**

IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at (850) 245-7140, via e-mail 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.

G. TERMINATION AND FORCE MAJEURE

1. **Termination due to Lack of Funds:** In the event funds to finance this Agreement become unavailable or if federal or state funds upon which this Agreement is dependent are withdrawn or redirected, Commerce may terminate this Agreement upon no less than 24 hour written notice to Grantee. Commerce will be the final authority as to the availability of funds and will not reallocate funds earmarked for this Agreement to another program thus causing "lack of funds." In the event of termination of this Agreement under this provision, Grantee will be paid for any work satisfactorily completed prior to notification of termination. The lack of funds shall not constitute Commerce's default under this Agreement.

2. **Termination for Cause:** Commerce may terminate the Agreement if Grantee fails to: (1) complete the deliverables within the time specified in the Agreement or any extension agreed to by Commerce; (2) maintain adequate progress, thus endangering performance of the Agreement; (3) honor any term of the Agreement; or (4) abide by any statutory, regulatory, or licensing requirement. Commerce may, at its sole discretion, (i) immediately terminate the Agreement, (ii) notify Grantee of the deficiency with an Agreement requirement and require that the deficiency be corrected within a specified time, otherwise the Agreement will terminate at the end of such time, or (iii) take other action deemed appropriate by Commerce. The rights and remedies of Commerce in this clause are in addition to any other rights and remedies provided by law or under the Agreement. Grantee shall not be entitled to recover any cancellation charges or lost profits.

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3. **Termination for Convenience:** Commerce, by written notice to Grantee, may terminate this Agreement in whole or in part when Commerce determines in Commerce's sole and absolute discretion that it is in Commerce's interest to do so. Grantee shall not provide any deliverable pursuant to Attachment 1: Scope of Work after it receives the notice of termination, except as Commerce otherwise specifically instructs Grantee in writing. Grantee shall not be entitled to recover any cancellation charges or lost profits.

4. **Grantee's Responsibilities Upon Termination:** If Commerce issues a Notice of Termination to Grantee, except as Commerce otherwise specifies in that Notice, Grantee shall: (1) Stop work under this Agreement on the date and to the extent specified in the notice; (2) complete performance of such part of the work Commerce does not terminate; (3) take such action as may be necessary, or as Commerce may specify, to protect and preserve any property which is in the possession of Grantee and in which Commerce has or may acquire an interest; and (4) upon the effective date of termination, Grantee shall transfer, assign, and make available to Commerce all property and materials belonging to Commerce pursuant to the terms of this Agreement and all Attachments hereto. Grantee shall not receive additional compensation for Grantee's services in connection with such transfers or assignments.

5. **Force Majeure and Notice of Delay from Force Majeure.** 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 FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, the delay will not result in any additional charge or cost under the Agreement to either Party. In the case of any delay Grantee believes is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, Grantee shall notify Commerce in writing of the delay or potential delay and describe the cause of the delay either: (1) within 10 calendar days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) within five calendar days after the date Grantee first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. THE FOREGOING SHALL CONSTITUTE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section is a condition precedent to such remedy. Commerce, in its sole discretion, will determine if the delay is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section and will notify Grantee of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against Commerce. Grantee 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 FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, after the causes have ceased to exist, Grantee 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 terminate the Agreement in whole or in part.

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H. BUSINESS WITH PUBLIC ENTITIES

Grantee is aware of and understands the provisions of s. 287.133(2)(a), F.S., and s. 287.134(2)(a), F.S. Regardless of the dollar value of the goods or services provided pursuant this Agreement, as required by s. 287.135(5), F.S., Grantee certifies that it is not listed on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, F.S., and is not engaged in a boycott of Israel. If the goods or services to be provided are $1 million or more, in accordance with the requirements of section 287.135(5), F.S. Grantee certifies that it is not listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, created pursuant to s. 215.473, F.S.; or (4) engaged in business operations in Cuba or Syria. Commerce may immediately terminate this Agreement if Grantee submits a false certification as to the above, or if Grantee is placed on the Scrutinized Companies that Boycott Israel List, engages in a boycott of Israel, is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or has engaged in business operations in Cuba or Syria. Grantee is aware of and understands the provisions of s. 287.137(2)(a), F.S., which states that a person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity, and may not transact new business with a public entity.

I. CONTINUING DISCLOSURE OF LEGAL PROCEEDINGS

Prior to execution of this Agreement, Grantee must disclose in a written statement to Commerce's Agreement Manager all prior or on-going civil or criminal litigation, investigations, arbitration or administrative proceedings (collectively "Proceedings") involving this Agreement. Thereafter, Grantee has a continuing duty to promptly disclose all Proceedings upon occurrence. This duty of disclosure applies to Grantee's or subcontractor's officers and directors when any Proceeding relates to the officer or director's business or financial activities. Details of settlements that are prevented from disclosure by the terms of the settlement may be annotated as such. If the existence of such Proceeding causes the State concern about Grantee's ability or willingness to perform the Agreement, then upon Commerce's request, Grantee shall provide to Commerce's Agreement Manager all reasonable assurances that: (i) Grantee will be able to perform the Agreement in accordance with its terms and conditions; and (ii) Grantee and/or its employees, agents, or subcontractor(s) have not and will not engage in conduct in performing services for Commerce which is similar in nature to the conduct alleged in such Proceeding.

J. ADVERTISING AND SPONSORSHIP DISCLOSURE

1. **Limitations on Advertising of Agreement.** Commerce does not endorse any Grantee, commodity, or service. Subject to chapter 119, F.S., Grantee 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 Grantee'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 entity that is not a Party to this Agreement, except potential or actual authorized distributors, dealers, resellers, or service representatives.

2. **Disclosure of Sponsorship**. As required by s. 286.25, F.S., if Grantee is a nongovernmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Grantee's name) and the State of Florida, Department of Commerce." If the sponsorship reference is in written material, the words "State of Florida, Department of Commerce" shall appear in the same size letters or type as the name of the organization.

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K. RECOUPMENT OF FUNDS

1. **Recoupment**. Notwithstanding anything in this Agreement to the contrary, Commerce has an absolute right to recoup Award Funds. Commerce may refuse to reimburse Grantee for any cost if Commerce determines that such cost was not incurred in compliance with the terms of this Agreement. Commerce may demand a return of Award Funds if Commerce terminates this Agreement. The application of financial consequences as set forth in the Scope of Work is cumulative to any of Commerce's rights to recoup Award Funds. Notwithstanding anything in this Agreement to the contrary, in no event shall the application of any financial consequences or recoupment of Award Funds exceed the amount of Award Funds, plus interest.

2. **Overpayments.** If Grantee's (a) noncompliance with this Agreement or any applicable federal, state, or local law, rule, regulation or ordinance, or (b) performance or nonperformance of any term or condition of this Agreement results in (i) an unlawful use of Award Funds; (ii) a use of Award Funds that doesn't comply with the terms of this Agreement; or (iii) a use which constitutes a receipt of Award Funds to which Grantee is not entitled (each such event an "Overpayment"), then Grantee shall return such Overpayment of Award Funds to Commerce.

3. **Discovery of Overpayments**. Grantee shall refund any Overpayment of Award Funds to Commerce within 30 days of Grantee's discovery of an Overpayment or receipt of notification from Commerce that an Overpayment has occurred. Commerce is the final authority as to what may constitute an Overpayment of Award Funds. Refunds should be sent to Commerce's Agreement Manager and made payable to the "Department of Commerce." Should repayment not be made in a timely manner, Commerce may charge interest at the lawful rate of interest on the outstanding balance beginning 30 days after the date of notification or discovery.

4. **Right of Set-Off.** Commerce and the State shall have all of its common law, equitable, and statutory rights of set-off, including, without limitation, the State's option to withhold for the purposes of set-off any moneys due to Grantee under this Agreement up to any amounts due and owing to Commerce with respect to this Agreement, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this Agreement, plus any amounts due and owing to the State for any other reason. The State shall exercise its set-off rights in accordance with normal State practices, including, in cases of set-off pursuant to an audit, the finalization of such audits by the State or its representatives.

L. INSURANCE

Unless Grantee is a state agency or subdivision as defined in s. 768.28(2), F.S., Grantee shall provide and maintain at all times during this Agreement adequate commercial general liability insurance coverage. A self-insurance program established and operating under the laws of the State of Florida may provide such coverage.

Grantee, at all times during the Agreement, at Grantee's sole expense, shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with this Agreement, which, as a minimum, shall be: workers' compensation and employer's liability insurance in accordance with chapter 440, F.S., with minimum employer's liability limits of $100,000 per accident, $100,000 per person, and $500,000 policy aggregate. Such policy shall cover all employees engaged in any Agreement work.

Grantee shall maintain insurance coverage of such types and with such terms and limits as may be reasonably associated with this Agreement, as required by law, and as otherwise necessary and prudent for the Grantee's performance of its operations in the regular course of business. The limits of coverage under each policy maintained by Grantee shall not be interpreted as limiting Grantee's liability and obligations

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under this Agreement. All insurance policies shall be through insurers licensed and authorized to write policies in Florida, and such policies shall cover all employees engaged in any Agreement work. Grantee shall maintain any other insurance required in the Scope of Work.

Commerce shall not pay for any costs of any insurance or policy deductible, and payment of any insurance costs shall be Grantee's sole responsibility. Providing and maintaining adequate insurance coverage is a material obligation of Grantee, and failure to maintain such coverage may void the Agreement, at Commerce's sole and absolute discretion, after Commerce's review of Grantee's insurance coverage when Grantee is unable to comply with Commerce's requests concerning additional appropriate and necessary insurance coverage. Upon execution of this Agreement, Grantee shall provide Commerce written verification of the existence and amount for each type of applicable insurance coverage. Within 30 calendar days of the effective date of the Agreement, Grantee shall furnish Commerce proof of applicable insurance coverage by standard ACORD form certificates of insurance. In the event that an insurer cancels any applicable coverage for any reason, Grantee shall immediately notify Commerce of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within 15 business days after the cancellation of coverage. In the event that the Grantee decides to cancel coverage, the Grantee shall notify Commerce sixty (60) calendar days before any policy is canceled or terminated. Copies of new insurance certificates must be provided to Commerce's Agreement Manager with each insurance renewal.

M. CONFIDENTIALITY AND SAFEGUARDING INFORMATION

Each Party may have access to confidential information made available by the other. The provisions of the Florida Public Records Act, Chapter 119, F.S., and other applicable state and federal laws will govern disclosure of any confidential information received by the State of Florida.

Grantee must implement procedures to ensure the appropriate protection and confidentiality of all data, files, and records involved with this Agreement. To ensure confidentiality, the Contractor shall take appropriate steps as to its employees, subcontractors, and agents.

Except as necessary to fulfill the terms of this Agreement and with the permission of Commerce, Grantee shall not divulge to third parties any confidential information obtained by Grantee or its agents, distributors, resellers, subcontractors, officers, or employees in the course of performing Agreement work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or Commerce.

Grantee shall not use or disclose any information concerning a recipient of services under this Agreement for any purpose in conformity with state and federal law or regulations, except upon written consent of the recipient or the responsible parent or guardian of the recipient when authorized by law.

When Grantee has access to Commerce's network and/or applications, in order to fulfill Grantee's obligations under this Agreement, Grantee shall abide by all applicable Commerce Information Technology Security procedures and policies. Grantee (including its employees, subcontractors, agents, or any other individuals to whom Grantee exposes confidential information obtained under this Agreement), shall not store, or allow to be stored, any confidential information on any portable storage media (*e.g.*, laptops, thumb drives, hard drives, *etc.*) or peripheral device with the capacity to hold information. Failure to strictly comply with this provision shall constitute a breach of Agreement.

Grantee shall immediately notify Commerce in writing when Grantee, its employees, agents, or representatives become aware of an inadvertent disclosure of Commerce's unsecured confidential information in violation of the terms of this Agreement. Grantee shall report to Commerce any Security Incidents of which it becomes aware, including incidents sub-contractors or agents reported to Grantee.

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For purposes of this Agreement, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of Commerce information in Grantee's possession or electronic interference with Commerce operations; provided, however, that random attempts at access shall not be considered a security incident. Grantee shall make a report to Commerce not more than seven business days after Grantee learns of such use or disclosure. Grantee's report shall identify, to the extent known: (i) the nature of the unauthorized use or disclosure, (ii) the confidential information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Grantee has done or shall do to mitigate any detrimental effect of the unauthorized use or disclosure, and (v) what corrective action Grantee has taken or shall take to prevent future similar unauthorized use or disclosure. Grantee shall provide such other information, including a written report, as Commerce's Information Security Manager requests.

In the event of a breach of security concerning confidential personal information involved with this Agreement, Grantee shall comply with s. 501.171, F.S., as applicable. When notification to affected persons is required by statute, Grantee shall provide and be responsible for all costs associated with that notification, but only after receipt of Commerce's written approval of the contents of the notice. Defined statutorily, and for purposes of this Agreement, "breach of security" or "breach" means the unauthorized access of data in electronic form containing personal data. Good faith acquisition of personal information by an employee or agent of Grantee is not a breach, provided the information is not used for a purpose unrelated to Grantee's obligations under this Agreement or is not subject to further unauthorized use.

N. PATENTS, COPYRIGHTS, ROYALTIES, AND RIGHT TO DATA

1. All legal title and every right, interest, claim or demand of any kind, in and to any patent, trademark or copyright, or application for the same, or any other intellectual property right to, the work developed or produced under or in connection with this Agreement, is the exclusive property of Commerce to be granted to and vested in the Florida Department of State for the use and benefit of the state; and no person, firm or corporation shall be entitled to use the same without the written consent of the Florida Department of State. Any contribution by Grantee or its employees, agents or contractors to the creation of such works shall be considered works made for hire by Grantee for Commerce and, upon creation, shall be owned exclusively by Commerce. To the extent that any such works may not be considered works made for hire for Commerce under applicable law, Grantee agrees, upon creation of such works, to automatically assign to Commerce ownership, including copyright interests and any other intellectual property rights therein, without the necessity of any further consideration.

2. If any discovery or invention arises or is developed in the course or as a result of work or services performed with funds from this Agreement, Grantee shall refer the discovery or invention to Commerce who will refer it to the Department of State to determine whether patent protection will be sought in the name of the State of Florida.

3. Where activities supported by this Agreement produce original writings, sound recordings, pictorial reproductions, drawings, or other graphic representations and works of any similar nature Commerce has the right to use, duplicate, and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to allow others acting on behalf of Commerce to do so. Grantee shall give Commerce written notice when any books, manuals, films, websites, web elements, electronic information, or other copyrightable materials are produced.

4. Notwithstanding any other provisions herein, in accordance with s. 1004.23, F.S., a State University is authorized in its own name to perform all things necessary to secure letters of patent, copyrights, and trademarks on any works it produces. Within 30 calendar days of same, the president of a State University shall report to the Department of State any such university's action taken to secure or exploit such trademarks, copyrights, or patents in accordance with s. 1004.23(6), F.S.

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O. INFORMATION TECHNOLOGY RESOURCE

Grantee shall obtain prior written approval from the appropriate Commerce authority before purchasing any Information Technology Resource (ITR) or conducting any activity that will impact Commerce's electronic information technology equipment or software, in any way. ITR includes computer hardware, software, networks, devices, connections, applications, and data. Grantee shall contact the Commerce Agreement Manager listed herein in writing for the contact information of the appropriate Commerce authority for any such ITR purchase approval.

P. NONEXPENDABLE PROPERTY

1. For the requirements of this Nonexpendable Property section of the Agreement, "nonexpendable property" is the same as "property" as defined in s. 273.02, F.S., (equipment, fixtures, and other tangible personal property of a nonconsumable and nonexpendable nature).

2. All nonexpendable property, purchased under this Agreement, shall be listed on the property records of Grantee. Grantee shall inventory annually and maintain accounting records for all nonexpendable property purchased and submit an inventory report to Commerce with the final expenditure report. The records shall include, at a minimum, the following information: name of custodian or custodian's delegate with assigned responsibility for the item, property tag identification number, description of the item(s), physical location, name, make or manufacturer, year, and/or model, manufacturer's serial number(s), date of acquisition, if an automobile, the vehicle identification number (VIN) and title certificate number, cost or value at the date of acquisition for the item or the identified component parts thereof, and the current condition of the item.

3. At no time shall Grantee dispose of nonexpendable property purchased under this Agreement without the written permission of and in accordance with instructions from Commerce.

4. Immediately upon discovery, Grantee shall notify Commerce, in writing, of any property loss with the date and reason(s) for the loss.

5. Grantee shall be responsible for the correct use of all nonexpendable property Grantee purchases or Commerce furnishes under this Agreement.

6. A formal Agreement amendment is required prior to the purchase of any item of nonexpendable property not specifically listed in Attachment 1: Scope of Work.

7. Upon the Expiration Date of this Agreement, Grantee is authorized to retain ownership of any nonexpendable property purchased under this Agreement; however, Grantee hereby grants to Commerce a right of first refusal in all such property prior to disposition of any such property during its depreciable life, in accordance with the depreciation schedule in use by Grantee. Grantee shall provide written notice of any such planned disposition and await Commerce's response prior to disposing of the property. "Disposition" as used herein, shall include, but is not limited to, Grantee no longer using the nonexpendable property for the uses authorized herein, the sale, exchange, transfer, trade-in, or disposal of any such nonexpendable property. Commerce, in its sole discretion, may require Grantee to refund to Commerce the fair market value of the nonexpendable property at the time of disposition rather than taking possession of the nonexpendable property.

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Q. REQUIREMENTS APPLICABLE TO THE PURCHASE OF OR IMPROVEMENTS TO REAL PROPERTY

In accordance with s. 287.05805, F.S., if funding provided under this Agreement is used for the purchase of or improvements to real property, Grantee shall grant Commerce a security interest in the property in the amount of the funding provided by this Agreement for the purchase of or improvements to the real property for five years from the date of purchase or the completion of the improvements or as further required by law.

Upon the Expiration Date of the Agreement, Grantee shall be authorized to retain ownership of the improvements to real property set forth in this Agreement in accordance with the following: Grantee is authorized to retain ownership of the improvements to real property so long as: (1) Grantee is not sold, merged or acquired; (2) the real property subject to the improvements is owned by Grantee; and (3) the real property subject to the improvements is used for the purposes provided in this Agreement. If within five years of the termination of this Agreement, Grantee is unable to satisfy the requirements stated in the immediately preceding sentence, Grantee shall notify Commerce in writing of the circumstances that will result in the deficiency upon learning of it, but no later than 30 calendar days prior to the deficiency occurring. In such event, Commerce shall have the right, within its sole discretion, to demand reimbursement of part or all of the funding provided to Grantee under this Agreement.

R. CONSTRUCTION AND INTERPRETATION

1. The title, section, and paragraph headings in this Agreement are for convenience of reference only and shall not govern or affect the interpretation of any of the terms or provisions of this Agreement.

2. The term "Agreement" means this Agreement together with all attachments and exhibits hereto, as the same may from time to time be amended, modified, supplemented, or restated in accordance with the terms hereof.

3. The use in this Agreement of the term "including" and other words of similar import mean "including, without limitation" and where specific language is used to clarify by example a general statement contained herein, such specific language shall not be deemed to modify, limit, or restrict in any manner the construction of the general statement to which it relates. The word "or" is not exclusive and the words "herein," "hereof," "hereunder," and other words of similar import refer to this Agreement, including any Exhibits and Attachments, and not to any particular section, subsection, paragraph, subparagraph, or clause contained in this Agreement. As appropriate, the use herein of terms importing the singular shall also include the plural, and vice versa.

4. The reference to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof and the reference to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder.

5. All references to "$" shall mean the United States Dollar.

6. The term "Grantee" includes any person or entity which has been duly authorized to and has the actual authority to act or perform on Grantee's behalf. The term "Commerce" includes the State of Florida and any successor office, department, or agency of Commerce, and any person or entity which has been duly authorized to and has the actual authority to act or perform on Commerce's behalf.

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7. The recitals of this Agreement are incorporated herein by reference and shall apply to the terms and provisions of this Agreement and the Parties.

8. Time is of the essence with respect to the performance of all obligations under this Agreement.

9. Each Party has read and understands this Agreement.

10. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

S. CONFLICT OF INTEREST

This Agreement is subject to chapter 112, F.S. Grantee shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. Grantee shall also disclose the name of any State employee who owns, directly or indirectly, more than a 5% interest in Grantee or its affiliates.

T. GRANTEE AS INDEPENDENT CONTRACTOR

Grantee is at all times acting and performing as an independent contractor. Commerce has no ability to exercise any control or direction over the methods by which Grantee may perform its work and functions, except as provided herein. Nothing in this Agreement may be understood to constitute a partnership or joint venture between the Parties.

U. EMPLOYMENT ELIGIBILITY VERIFICATION – E-VERIFY

1. 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/.

2. In accordance with section 448.095, F.S., the State of Florida expressly requires the following:

    a) 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.
    b) 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.

3. 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.

4. In accordance with s. 448.095(2)(c), F.S., if Commerce has a good faith belief that Grantee has knowingly violated s. 448.09(1), F.S., Commerce shall immediately terminate this Agreement. If Commerce has a good faith belief that a subcontractor knowingly violated the law, but Grantee otherwise complied, Commerce shall promptly notify Grantee and Grantee shall immediately terminate the contract with the subcontractor. A contract terminated under this provision is not a breach of contract and may not be considered as such.

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V. NOTIFICATION OF INSTANCES OF FRAUD

Upon discovery, Grantee shall report all known or suspected instances of Grantee, or Grantee's agents, contractors or employees, operational fraud or criminal activities to Commerce's Agreement Manager in writing within 24 chronological hours.

W. NON-DISCRIMINATION

Grantee shall not discriminate unlawfully against any individual employed in the performance of this Agreement because of race, religion, color, sex, physical handicap unrelated to such person's ability to engage in this work, national origin, ancestry, or age. Grantee shall provide a harassment-free workplace, with any allegation of harassment to be given priority attention and action.

X. ASSIGNMENTS

Grantee shall not assign, subcontract, or otherwise transfer its rights, duties, or obligations under this Agreement, by operation of law or otherwise, without the prior written consent of Commerce, which consent may be withheld in Commerce's sole and absolute discretion. Commerce is at all times entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental entity in the State of Florida. Any attempted assignment of this Agreement or any of the rights hereunder by Grantee in violation of this provision shall be void *ab initio*. If Grantee is authorized to utilize subcontractors, Grantee shall comply with the prompt payment requirements of s. 287.0585, F.S., and shall pay subcontractors and suppliers within seven (7) working days after receipt of full or partial payment from Commerce. Grantee shall be solely responsible for any penalties assessed for late payments.

Y. CONTRACT FORMATION AND ADMINISTRATION

1. **Entire Agreement**. This Agreement, and the attachments and exhibits hereto, embodies the entire agreement of the Parties with respect to the subject matter hereof. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement; and this Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties.

2. **Severability**. If a court of competent jurisdiction voids or holds unenforceable any provision of this Agreement, then that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions shall remain in full force and effect.

3. **Execution in Counterparts**. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

4. **Internal Inconsistences.** If any inconsistencies or conflict between the language of this Agreement and its Attachments arise, then the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

Z. WAIVER; REMEDIES CUMULATIVE

1. **Waiver.** No waiver by Commerce of any provision herein shall be effective unless explicitly set forth in writing and signed by Commerce. No waiver by Commerce may be construed as a waiver of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure by Commerce to exercise, or delay in exercising, any right, remedy, power or privilege under this Agreement may be

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construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

2. **Remedies Cumulative**. No remedy herein conferred upon or reserved to either party is intended to be exclusive of any other remedy or remedies, and each and every such remedy will be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law or in equity.

AA. DISPUTES AND LIABILITIES

1. **Governing Law.** The laws of the State of Florida shall govern the construction, enforcement, and interpretation of this Agreement, regardless of and without reference to whether any applicable conflicts of laws principles may point to the application of the laws of another jurisdiction.

2. **Jurisdiction and Venue.** The Parties expressly consent to exclusive jurisdiction and venue in any state court located in Leon County, Florida, and waive any defense of forum non conveniens, lack of personal jurisdiction, or like defense.

3. **WAIVER OF JURY TRIAL**. IN ANY LEGAL OR EQUITABLE ACTION BETWEEN THE PARTIES, THE PARTIES HEREBY EXPRESSLY WAIVE TRIAL BY JURY TO THE FULLEST EXTENT PERMITTED BY LAW.

4. **Attorneys' Fees and Expenses.** Except as set forth otherwise herein, each of the Parties shall pay its own attorneys' fees and costs in connection with the execution and delivery of this Agreement and the transactions contemplated hereby.

5. **Dispute Resolution.** Should any disputes arise concerning the Agreement, the Parties shall act immediately to resolve any such disputes. Time is of the essence in the resolution.

    a) Dispute Resolution Process. Unless otherwise stated herein, the Parties shall resolve disputes using the dispute resolution process stated in these paragraphs.

        i. Contract Manager Review. The Parties shall resolve disputes through the submission of their dispute to Commerce's Agreement Manager, who shall reduce a decision to writing and furnish a copy to each party within ten (10) Business Days from the date that Commerce's Agreement Manager receives the dispute. The Commerce's Agreement Manager's decision shall be final unless a party provides the other party with written notice of the party's disagreement with the decision within ten (10) Business Days from the date of the Commerce's Agreement Manager's decision. If a party disagrees with Commerce's Agreement Manager's decision, the party may proceed to subsection (b) below.

        ii. Meeting between the Principals. If either party disagrees with Commerce's Agreement Manager's decision, such disagreeing party shall notify the other party of the disagreement within ten (10) Business Days. The Parties shall then schedule a meeting between each party's principal (for Commerce, Commerce's head or designee; for Grantee, the Chief Executive Officer or designee) on a mutually agreed upon date, no later than ten (10) Business Days after the provision of the notice. The principals shall attempt to mutually resolve the disagreement at such meeting. If the meeting between the principals fails to resolve the disagreement, the Parties shall proceed to subsection (c) below.

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iii. Mediation. Prior to initiating any litigation, the Parties, upon mutual agreement, may mediate such dispute. If such mediation is not completed within 100 calendar days from receipt of the Commerce's Agreement Manager's decision, then either party may commence litigation.

If the dispute is not resolved through the full process in subsections (i) - (iii) above (or (i) – (ii), if mediation is not agreed to), either party may pursue any available legal or equitable remedies.

b) Grantee's Obligation to Perform While Disputes are Pending. Grantee shall proceed diligently with performance under the Agreement pending the final resolution of any dispute or request for relief, claim, appeal, or action arising under the Agreement and shall comply with directions to perform from the Commerce. Should Grantee not perform while a dispute is pending, including by not performing disputed work, such nonperformance by Grantee may be deemed to be an unexcused breach of the Agreement which is separate and apart from any other dispute.

BB. Indemnification. If Grantee is a state agency or subdivision, as defined in s. 768.28(2), F.S., pursuant to s. 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability for the other Party for the other Party's negligence. However, the below provisions will apply to Grantee's subcontractor's who will need to comply with these conditions.

a) For any and all third-party claims, actions, demands, liabilities, and expenses of any kind which are caused by, related to, growing out of or happening in connection with the Agreement (including any determination arising out of or related to the Agreement that the Grantee or its employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to Commerce or the State). Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and Commerce (including each of their current and former officers, agents, and employees) for any and all loss, damage, injury, costs, reasonable expenses, or other casualty to person or property, including attorneys' fees. Without limiting this indemnification requirement, Commerce may provide Grantee (i) written notice of any action or threatened action, (ii) the opportunity to take over and settle or defend any such action at the Grantee's sole expense, and (iii) assistance in defending the action at the Grantee's sole expense. Provided, however, that Grantee shall not indemnify, defend, and hold harmless the State and Commerce, and their officers, agents, and employees for that portion of any loss or damages the negligent act or omission of Commerce or the State exclusively caused. Nothing herein is intended to act as a waiver of Commerce's or the State's sovereign immunity or to be deemed consent by Commerce or the State or its subdivisions to suit by third parties.

b) Further, Grantee shall fully indemnify, defend, and hold harmless the State and Commerce from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right; provided, however, that the foregoing obligation shall not apply to Commerce's misuse or modification of Grantee's products or Commerce operation or use of Grantee's products in a manner not contemplated by this Agreement. If any product is the subject of an infringement suit, or in Grantee's opinion is likely to become the subject of such a suit, Grantee may, at Grantee's sole expense, procure for Commerce the right to continue using the product or to modify it to become non-infringing. If Grantee is not reasonably able to modify or otherwise secure for Commerce the right to continue using the product, Grantee shall remove the product and refund Commerce the amounts paid in excess of a reasonable fee, as determined by Commerce in its sole and absolute discretion, for past use. Commerce shall not be liable for any royalties.

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c) Grantee's obligations under the two immediately preceding paragraphs above, with respect to any legal action are contingent upon the State or Commerce giving Grantee (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense, and (3) assistance in defending the action at Grantee's sole expense. Grantee shall not be liable for any cost, expense, or compromise incurred or made by the State or Commerce in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

d) The State and Commerce may, in addition to other remedies available to them at law or equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of Grantee or its affiliates to the State against any payments due Grantee under any Agreement with the State.

CC. CONTACT INFORMATION FOR GRANTEE AND COMMERCE CONTACTS

Grantee's Payee:	**Grantee's Agreement Manager**:
Hardee County Board of County Commissioners	Courtney Barringer
412 West Orange Street, Room: 204	412 West Orange Street, Suite 201
Wauchula, FL 33873	Wauchula, FL 33873
(863) 773-3199	(863) 773-6349
	courtney.barringer@hardeecountyfl.gov

Commerce's Agreement Manager:

Beth Frost
107 East Madison Street
Tallahassee, FL 32399
(850) 245-7474
beth.frost@commerce.fl.gov

DD. NOTICES

The Parties' respective contact information is set forth in the immediately preceding paragraph and may be subject to change at the Parties' discretion. If the contact information changes, the Party making such change will notify the other Party in writing. Where the term "written notice" is used to specify a notice requirement herein, said notice shall be deemed to have been given (i) when personally delivered; (ii) when transmitted via email or registered mail; (iii) the next business day following the day on which the same has been delivered prepaid to a recognized overnight delivery service; or (iv) the third business day following the day on which the same is sent by certified or registered mail, postage prepaid, with return receipt.

EE. 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.

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Prior to execution of this Agreement, Grantee 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, Florida Administrative Code (F.A.C.).

FF. FOREIGN INFLUENCE

In accordance with section 286.101, F.S., if this Contract has a value of $100,000 or more, Grantee 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. Grantee represents that it is, and for the duration of this Agreement will remain, in compliance with section 286.101, F.S.

GG. HUMAN TRAFFICKING AND FORCED LABOR

If applicable and in accordance with section 287.1346(4)(b), F.S. and 787.06, F.S., when an agreement 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 or that commodities offered to Commerce have not been produced, in whole or in part, by forced labor as defined in statute.

If applicable, Grantee must provide Commerce with an affidavit signed by an officer or a representative of Grantee on Forms PUR 2023, "Provision of Commodities Produced by Forced Labor" and PUR 2024, "Use of Coercion for Labor or Services Attestation Form," which are incorporated herein by reference under penalty of perjury (Attachment 7) attesting that the Grantee does not use coercion for labor or services or that commodities offered to Commerce have not been produced, in whole or in part, by forced labor as defined in statute. Commerce may terminate this Agreement at its sole option if Grantee is placed on the forced labor vendor list pursuant to s. 287.1346, F.S.

HH. SYSTEMATIC ALIEN VERIFICATION FOR ENTITLEMENTS (SAVE):

Pursuant to State of Florida Executive Order Number 21-223, Grantee shall utilize the U.S. Citizenship and Immigration Services' Systematic Alien Verification for Entitlements program (known as "SAVE"), or any successor or similar applicable verification program, to confirm the eligibility of beneficiaries before providing any funds, resources, benefits, or any other thing of value during the Agreement term. Further, Grantee shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to the Agreement utilize SAVE, or any successor or similar applicable verification program, to confirm the eligibility of beneficiaries before providing any funds, resources, benefits, or any other thing of value during the Agreement term.

II. ATTACHMENTS

This Agreement contains the following attachments:

- Attachment 1: Scope of Work
- Attachment 2 and Exhibit 1 to Attachment 2: Audit Requirements
- Attachment 3: Audit Compliance Certification
- Attachment 4: Certified Business Enterprise Report

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- Attachment 5: Total Compensation for Executive Leadership
- Attachment 6: Total Compensation Paid to Non-Profit Personnel Using State Funds
- Attachment 7: PUR 2024: Use of Coercion for Labor or Services and PUR 2023: Provision of Commodities Produced by Forced Labor

[Remainder of page left intentionally blank; Attachments to follow after signature page]

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IN WITNESS THEREOF, and in consideration of the mutual covenants set forth above and in all Attachments hereto, the Parties, through their duly authorized representatives, sign this Agreement and represent and warrant that they understand the Agreement and Attachments' terms and conditions as of the Effective Date.

FLORIDA DEPARTMENT OF COMMERCE		**HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS**	
By	Adam Callaway Signature	**By**	 Signature
	~~**J. Alex Kelly**~~ Adam Callaway		**Noey Flores**
Title	~~**Secretary**~~ Chief of Staff	**Title**	**Chairman**
Date	10/23/2026	**Date**	10/15/2026

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: Danielle Myrka

Approved Date: 10/22/2026

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ATTACHMENT 1
SCOPE OF WORK

A. PROJECT DESCRIPTION: The 2026-2027 General Appropriations Act, Chapter 2026-232, Laws of Florida, line-item 2395A, appropriated $5,200,000.00 to the Hardee County Board of County Commissioners ("Grantee") for improvements to four public services complexes in Hardee County, Florida ("County") – the Civic Center, Sheriff's Offices, Fleet Services, and Public Works Administration Buildings. These improvements will protect first responders, citizens, essential equipment and community assets, safeguard public safety, and maintain continuity of essential services and emergency response operations in the County.

B. GRANTEE RESPONSIBILITIES:

1. Grantee shall complete the listed improvements to the following facilities:
   a. Civic Center:
      - Roof replacement: Removal and replacement of the existing roofing system, including associated insulation, flashing, drainage components, penetrations, curbs, accessories, connections, and related improvements necessary to provide a complete, resilient, weather-resistant and code-compliance roofing system.
      - Wall and building envelope improvements: Repair, restoration, coating, sealing, or improvement of exterior walls, rainscreen systems, weather barriers, flashing, sealants, and related building-envelope components to improve resistance to wind-driven rain, moisture intrusion, and severe weather.
      - Impact-resistant windows and doors: Replacement, installation, reinforcement, or improvement of exterior windows, doors, glazing, frames, hardware, and associated components with impact-resistant or other applicable code-compliant systems to strengthen the building envelope.
      - Compliant louvers and building penetrations: Replacement, modification, sealing, or hardening of exterior louvers, vents, mechanical penetrations, utility penetrations, and other openings to maintain the integrity of the building envelope and improve resistance to wind and water intrusion.
      - Roof-top equipment securement: Reinforcement, anchoring, modification, relocation, or other appropriate securement of HVAC equipment, mechanical equipment, curbs, supports, vents, and other roof-mounted components necessary to improve resistance to severe weather and accommodate roof improvements.
      - HVAC system repair and improvements: Repair, replacement, modification, or improvement of HVAC and related mechanical systems, equipment, controls, components, connections, and supporting infrastructure necessary to improve system reliability and resiliency and maintain continuity of facility operations.
      - Back-up power: Installation, replacement, modification, or improvement of emergency and back-up power systems and associated electrical infrastructure, equipment, connections, and controls necessary to support critical building systems and continuity of operations during power disruptions and emergency events.
   b. Sheriff's Office:
      - Roof and facility resilience improvements: Repair, restoration, retrofit, reinforcement, or other improvements to the existing roofing system and associated roofing components as necessary to improve weather resistance, mitigate water intrusion, and maintain the integrity and functionality of the existing facility.
   c. Fleet Services Building:
      - Roof and critical infrastructure improvements: Repair, restoration, retrofit, replacement,

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reinforcement, or other improvements to the existing roofing system and associated components necessary to strengthen the facility and improve resistance to severe weather and water intrusion.

- Hurricane-rated roll-up doors: Removal, replacement, installation, reinforcement, or improvement of roll-up doors and associated frames, tracks, hardware, structural connections, controls, electrical components, and supporting systems with hurricane-rated or other applicable code-compliant assemblies designed to improve resistance to high winds, windborne debris, and severe weather.

d. Public Works Administration:

- Roof and critical infrastructure improvements: Repair, restoration, retrofit, replacement, reinforcement, or other improvements to the existing roofing system and associated components necessary to strengthen the facility and improve resistance to severe weather and water intrusion.
- Impact-resistant windows and doors: Removal, replacement, installation, reinforcement, or improvement of exterior windows, doors, glazing, frames, hardware, and associated components with impact-resistant or other applicable code-compliant systems designed to strengthen the building envelope and improve resistance to high winds, windborne debris, wind-driven rain, and water intrusion.

2. Tasks shall include, for all four (4) county-maintained facilities, but are not limited to:

a. Project administration and coordination: Project management, coordination, scheduling, budget oversight, contract administration, coordination with contractors, subcontractors, County staff, and other project stakeholders, and other administrative activities necessary to complete the project.
b. Grant administration: Grant compliance, financial tracking, reimbursement requests, reporting, recordkeeping, coordination with Commerce, maintenance of supporting documentation, and grant closeout.
c. Construction and hardening improvements: All labor, materials, equipment, supervision, contractor and subcontractor services, and related construction activities necessary to complete the approved hardening improvements at the Civic Center, Sheriff's Office, Fleet Services, and Public Works Administration facilities in accordance with Section B.1.
d. Construction oversight and documentation: Construction observation, inspections, quality assurance, testing, progress documentation, contractor payment documentation, and other activities necessary to verify work performed and support reimbursement requests.
e. Project closeout: Final inspections, correction of deficiencies, testing and commissioning as applicable, warranties, operations and maintenance documentation as applicable, record documentation, and project and grant closeout.

3. Costs eligible for reimbursement include, but are not limited to project management and coordination, grant administration, construction and hardening improvements, construction oversight and documentation, testing and inspection, contractor and subcontractor services, project closeout, and other eligible costs necessary to complete the project.

C. COMMERCE'S RESPONSIBILITIES: Commerce shall monitor progress, review reports, conduct site visits, as Commerce determines necessary, at Commerce's sole and absolute discretion, and process payments to Grantee.

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D. DELIVERABLES: Grantee agrees to provide the following services as specified:

Deliverable Number	Tasks	Minimum Level of Service	Financial Consequences	Amount
1	Complete tasks in accordance with Section B of this Scope of Work.	Grantee may request reimbursement upon completion of a minimum of one (1) task in accordance with Section B.2 of this Scope of Work for anyone (1) facility identified in Section B.1 of this Scope of Work. Completion shall be documented by submission of the following to Commerce, as appropriate: a. Copy of preliminary and/or final design plans. b. Copies of all approved permits. c. Solicitation schedule. d. Construction shall be reimbursed upon completion of a minimum of ten percent (10%) construction for anyone (1) facility identified in Section B.1 of this Scope of Work. Thereafter, reimbursement may be requested upon completion of construction in the following increments: 20%, 30%, 40%, 50%, 60%, 70%, 80%, 90%, and 100%. Completion shall be documented by submission of AIA Forms G702 and G703, or their substantive equivalents, certifying that the project, or a quantifiable portion of the project, is complete.	Failure to meet the Minimum Level of Service shall result in non-payment.	$5,200,000.00
TOTAL AMOUNT NOT TO EXCEED: $5,200,000.00				

ACCEPTANCE OF DELIVERABLES

Acceptance Process. All deliverables must be received and accepted in writing by Commerce's Agreement Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time, at Grantee's expense.

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E. REPORTING:

1. Quarterly: Grantee shall provide a quarterly report listing all progress relating to the Deliverables in Section D. Quarterly reports are due to Commerce within 30 calendar days after the end of each quarter, until submission of the final invoice package. The ending dates for each quarter of the program year are September 30, December 31, March 31, and June 30. The quarterly report shall include a summary of project progress, indicating percentage of completion of each Deliverable, and all additional reports which are required pursuant to this Agreement, including but not limited to, reports documenting the positive return on investment to the State that results from Grantee's project and its use of Award Funds. The summary shall also include any issues or events occurring which affect the ability of the Grantee to meet the terms of this Agreement. Grantee shall submit quarterly reports that are in the form of the quarterly report template which will be provided to Grantee upon execution of this Agreement. **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 properly completed or otherwise allowable by law.**
2. Certified Business Enterprise Report: Grantee shall provide a Certified Business Enterprise Report (Attachment 4) with each invoice summarizing the participation of certified and non-certified business and service-disabled veteran subcontractors and material suppliers for that period and the project to date. Grantee shall include the names, addresses, and dollar amount of each certified and non-certified Business Enterprise and Service-Disabled Veteran Enterprise participant. Commerce's Supplier Development Coordinator can be reached at (850) 245-7455 to answer concerns and questions.
3. Close-out Report: No later than 60 calendar days after the Agreement ends or is terminated, Grantee shall provide copies of all paid invoices to document completed work.
4. Total Compensation for Executive Leadership Annual Report, if applicable: The Grantee shall submit a Total Compensation for Executive Leadership Annual Report (Attachment 5) within **90 calendar days** of the close of Grantee's fiscal year. Total compensation includes salary, bonuses, cash-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real property gifts, and any other payout information for the Grantee's executive leadership team(s). Information must be completed in the Subrecipient Enterprise Resource Application (SERA).

   All compensation reports must:
   - Indicate what percentage of the reported compensation comes directly from State, Federal, and Other awards.
   - Include the percentage allocation of State and/or Federal funds relative to the Grantee's total budget.
   - Provide a detailed percentage breakout between State and Federal funding sources.

   Grantee's IRS Form 990 must be submitted to Commerce no later than **March 31st**. If the Grantee has requested and received a submittal extension for their IRS Form 990 or if the scheduled submittal date falls after March 31st, Grantee must submit and report compensation data using the **prior fiscal year's Form 990**.

   The Grantee must inform Commerce of any changes in total executive compensation between annual reports within **60 calendar days** of the change.

F. INVOICE SUBMITTAL AND PAYMENT SCHEDULE: Commerce shall pay Grantee in accordance with the following schedule in the amount identified per deliverable in Section D above. The deliverable amount specified does not establish the value of the deliverable. In accordance with the requirements of s. 215.971(1), F.S., and the **Audit Requirements and Compliance** section of this Agreement, Grantee and its subcontractors may only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period.

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1. Grantee shall provide one invoice per month for all services rendered during the applicable period. Grantee shall submit invoices as set forth below to be eligible to receive and retain payment for the performance of duties and completion of deliverables set forth above. Grantee shall submit all documentation necessary to support Grantee's expenditures. Commerce may request any information from Grantee that Commerce deems necessary to verify that Grantee has performed the services for which payment is requested. Grantee's submission of each invoice package is Grantee's certification that it has performed the services and incurred the costs in compliance with all applicable laws and the terms of this Agreement. Grantee will provide invoices in accordance with the requirements of the Reference Guide for State Expenditures available at: https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337_2.
2. Invoices must contain Grantee's name, address, federal employer identification number or other applicable Grantee identification number, the Agreement number, the invoice number, and the invoice period. Grantee shall submit the following documents with the itemized invoice: Revise list below as applicable and include any additional documentation requirements.
    a) Invoices and bills for fees or other compensation for services or expenses must be legible and submitted in detail sufficient for a proper preaudit and postaudit thereof. Invoices for commodities must clearly reflect a description of the item or items, number of units, and cost per unit. Invoices for services must clearly identify the specific deliverable(s) that were completed.
    b) A cover letter signed by Grantee'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 D, 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 the Agreement period;
    c) Grantee's invoices shall include the date, period in which work was performed, amount of reimbursement, and work completed to date;
    d) A certification by a licensed engineer using AIA forms G702 and G703, or their substantive equivalents, certifying that the project, or a quantifiable portion of the project, is complete;
    e) Before and after photographs of the completed work;
    f) For costs related to employee salaries, the following documentation shall be required:
        2) Identification of each employee who performed tasks under this Agreement;
        3) Percentage of each employee's time devoted to tasks under this Agreement, or number of total hours each employee devoted to tasks under this Agreement. If employee is paid hourly, a document reflecting the hours worked times the rate of pay is acceptable; and
        4) Payroll register or similar documentation that shows the employee's gross salary, fringe benefits, other deductions, and net pay.
    g) Travel documentation with a completed State of Florida Travel Reimbursement Form;
    h) A copy of all supporting documentation for vendor payments;
    i) A copy of the Total Compensation Paid to Non-Profit Personnel Using State Funds Form, if applicable (Attachment 6);
    j) A copy of the cancelled check(s) specific to the project and a copy of the bank statement that includes the cancelled check, or similar evidence of expenditure (e.g., wire transfers, credit card receipts and evidence of payment, etc.).

3. Grantee's invoice and all documentation necessary to support payment requests must be submitted into Commerce's Subrecipient Enterprise Resource Application (SERA). Grantee shall submit invoices that are in the form of the invoice template which will be provided to Grantee upon execution of this Agreement.
4. If the Grantee is a county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2), 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

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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 Grantee may elect in writing to exercise this provision.

a) 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
b) A county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 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 Grantee meets the criteria set forth in this paragraph, then the Grantee is deemed to have demonstrated a financial hardship.

5. Grantee shall submit its final invoice for payment to Commerce no later than 60 days after this Agreement ends and Commerce may, at Commerce's sole and absolute discretion, refuse to honor any requests for payment submitted after this deadline.

G. RETURN ON INVESTMENT: Grantee is required to provide, on or before October 31, 2026, an initial report identifying actual returns on investment by fiscal year for state funding previously received (if applicable), as well as projected positive returns the state will receive by providing Grantee funding through this Agreement.

1. Beginning at the end of the first full quarter following execution of this Agreement, Grantee shall provide quarterly update reports directly to Commerce's Agreement Manager documenting the positive return on investment to the state that results from the Grantee's project and its use of monies provided under this Agreement.
2. Quarterly update reports shall be provided to Commerce's Agreement Manager within 30 calendar days after the end of each quarter thereafter until Grantee is instructed that no further reports are needed.

H. RESERVED.

I. FINANCIAL CONSEQUENCES FOR FAILURE TO TIMELY AND SATISFACTORILY PERFORM:

1. Failure to complete all deliverables in accordance with the requirements of this Agreement, and most particularly the deliverables specified above in Section D, Deliverables, will result in Commerce's assessment of the specified financial consequences. This provision for financial consequences shall in no manner affect Commerce's right to terminate the Agreement as provided elsewhere in the Agreement.
2. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe or fails to timely complete deliverables as set forth in this Agreement, the Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies or delays in the CAP.

- End of Attachment 1 (Scope of Work) -

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Attachment 2
AUDIT REQUIREMENTS

The administration of resources awarded by Commerce to the Grantee may be subject to audits and/or monitoring by Commerce as described in this Attachment 2.

MONITORING. In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (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, the recipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by Commerce. In the event the Commerce determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by Commerce staff to the recipient regarding such audit. The recipient 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 the recipient is a state or local government, or a nonprofit organization as defined in 2 CFR §200.1.

1. A recipient 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, the recipient 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 recipient 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, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.
3. A recipient 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 the recipient 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 recipient resources obtained from other than federal entities).

PART II: STATE FUNDED. This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient 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, the recipient 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.

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2. For the audit requirements addressed in Part II, paragraph 1, the recipient 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 the recipient 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 the recipient 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 the recipient'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), Florida Statutes, State agencies may conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state awarding agency inspector general, the Auditor General, or any other state official. 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 the recipient 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 the recipient 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.

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

Electronic copies (preferred):	or	Paper (hard copy):
Audit@commerce.fl.gov		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 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. Recipients, 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 the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION. The recipient 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 five (5) 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. The recipient shall ensure that audit working papers are made available to Commerce, or its designee, CFO, or Auditor General upon request for a period of five (5) 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 2

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project **- FLORIDA DEPARTMENT OF COMMERCE, 40.038 - Division of Housing and Community Development/$5,200,000.00**

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

1. ***ACTIVITIES LIMITED TO THOSE IN THE SCOPE OF WORK***

NOTE: List applicable compliance requirements

NOTE: 2 CFR § 200.331, as revised, and s. 215.97(5), F.S., require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.

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Attachment 3

AUDIT COMPLIANCE CERTIFICATION

Grantee Name: _____
FEIN: _____
Grantee's Fiscal Year: _____
Contact Person Name and Phone Number: _____
Contact Person Email Address: _____

1. Did Grantee expend state financial assistance, during its fiscal year, that it received under any agreement (e.g., agreement, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Grantee and the Florida Department of Commerce (Commerce)? ____ Yes ____ No

If the above answer is yes, also answer the following before proceeding to item 2:

Did Grantee expend $750,000 or more of state financial assistance (from Commerce and all other sources of state financial assistance combined) during its fiscal year? ____ Yes ____ No

If yes, Grantee certifies that it will timely comply with all applicable state single or project-specific audit requirements of s. 215.97, Florida Statutes, and the applicable rules of the Department of Financial Services and the Auditor General.

2. Did Grantee expend federal awards, during its fiscal year that it received under any agreement (e.g., agreement, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Grantee and Commerce? ____ Yes ____ No

If the above answer is yes, also answer the following before proceeding to execution of this certification:

Did Grantee expend $1,000,000 or more in federal awards (from Commerce and all other sources of federal awards combined) during its fiscal year? ____ Yes ____ No

If yes, Grantee certifies that it will timely comply with all applicable single or program-specific audit requirements of 2 CFR Part 200, Subpart F, as revised.

By signing below, I certify, on behalf of Grantee, 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

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Attachment 4

DEPARTMENT OF COMMERCE

Office of Procurement

CERTIFIED BUSINESS ENTERPRISE REPORT

(Company Name, Street Address, City & Zip Code)

Commerce Contract Number: HL244

Commerce Project Name:

Contract Amount

CBE Participation Amount: $0.00

CBE Percentage

DV Participation Amount: $0.00

DV Percentage

Contract Vendor Invoice # 0

CERTIFIED BUSINESS ENTERPRISE (CBE)

** Include consultants, sub-contractors, travel agents, etc. who provided services on this project.

Business Enterprise	Description	CBE Code	State Certified Business (Yes or No)	CBE Contract $ Amount	$ Amount paid this Invoice	Total Paid	Balance Due	Project Type (Commodities or Contractual Services)
				$ -	$ -	$ -	$ -	
				$ -	$ -	$ -	$ -	
				$ -	$ -	$ -	$ -	
				$ -	$ -	$ -	$ -	
			TOTALS	$ -	$ -	$ -	$ -	
							$ -	

** **Certified CBE:** **A** - Non-Minority **H** - African American **I** - Hispanic **J** - Asian/Hawaiian **K** - Native American **M** - Woman Owned

** **Non-Certified CBE:** **N** - African American **O** - Hispanic **P** - Asian/Hawaiian **Q** - Native American **R** - Woman Owned

SERVICE-DISABLED VETERAN (DV) BUSINESS ENTERPRISE

* Include consultants, sub-contractors, travel agents, etc. who provided services on this project.

Service-Disabled Veteran Business Enterprise	Description	DV Code	State Certified DV Business (Yes or No)	DV Contract $ Amount	$ Amount paid this Invoice	Total Paid	Balance Due	Project Type (Commodities or Contractual Services)
				$ -	$ -	$ -	$ -	
				$ -	$ -	$ -	$ -	
				$ -	$ -	$ -	$ -	
				$ -	$ -	$ -	$ -	
			TOTALS	$ -	$ -	$ -	$ -	
							$ -	

* **Certified DV:** **W** - Service-Disabled Veteran Business

* **Non-Certified DV:** **Y** - Service-Disabled Veteran Business

INCLUDE THIS FORM WITH YOUR INVOICE

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Attachment 5
Total Compensation for Executive Leadership
(Executive Order 20-44)

Entity Name:_____
Fiscal Year End (Month-Year):_ _____

Total Revenue	
Total Revenue from State Awards	
Total Revenue from Federal Awards	
Total Revenue from Other Sources	
Percentage of Total Revenue from State Awards	
Percentage of Total Revenue from Federal Awards	

Employee Name						
Title						
Salary						
Bonuses						
Cashed-In Leave						
Cash Equivalents						
Cash Equivalents Description						
Severance Pay						
Retirement Benefits						
Employer-Paid Insurance Benefits						
Deferred Compensation						
Real Property Gifts						
Real Property Gifts Description						
Other Payouts						
Other Payouts Description						
Total Compensation						
Accrued Leave and Holiday Benefits						
Percentage of Total Compensation from Federal or State Funds						

Definitions:
Executive Leadership: Anyone who is included by name or title on the form 990, part VII, or Schedule J.
Cash Equivalents: Gift cards, vouchers, tickets, or other items of monetary value.
Other Payouts: Cell phone allowances, tuition, gym memberships, car allowances, etc.
Employer-Paid Insurance Benefits: Amount of insurance paid by the employer for health, vision, life, dental, disability, etc. (does not include taxes such as FICA, reemployment, etc.).
Accrued Leave and Holiday Benefits: Value of vacation, sick, and PTO accrued during the year and holiday available to the employee.

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ATTACHMENT 6

Total Compensation Paid to Non-Profit Personnel Using State Funds

Name:	
Title:	
Agency Agreement/Contract #	
Total Contract Amount	
Contract Term:	
Invoice Number	
Invoice Period	

Line Item Budget Category	Total Amount Allocated	Total Amount Paid	Amount Paid from State Funds
Salaries			
Fringe Benefits			
Bonuses			
Accrued Paid Time Off			
Severance Payments			
Retirement Contributions			
In-Kind Payments			
Incentive Payments			
Reimbursements/Allowances			
Moving Expenses			
Transportation Costs			
Telephone Services			
Medical Services Costs			
Housing Costs			
Meals			
Amount Paid to Date			

CERTIFICATION: I certify that the amounts listed above are true and accurate and in accordance with the approved budget.

Name:	
Signature:	
Title:	
Date:	

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Attachment 7

PUR 2024: Use of Coercion for Labor or Services

Pursuant to section 787.06(14), Florida Statutes, this portion of the form **must be completed by an officer or representative of the nongovernmental entity** executing, renewing, or extending a contract with a governmental entity.

The entity named below does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Entity Name: Hardee County Board of County Commissioners

Representative/Officer's Printed Name:

Representative/Officer's Title:

Signature: Date:

PUR 2023: Provision of Commodities Produced by Forced Labor

Pursuant to section 287.1346(4)(b), Florida Statutes, this portion of the form **must be completed by a member of the company's senior management, as defined in section 287.1346, F.S.,** when the company submits a response to a solicitation for the provision of commodities and before the company enters into or renews a contract for the provision of commodities.

As defined in section 287.1346(1)(c), Florida Statutes, "Senior management" includes chief executive officers; assistant chief executive officers, including, but not limited to, assistant presidents, vice presidents, or assistant treasurers; chief financial officers; chief personnel officers; or any employee of an entity performing similar functions.

I certify that to the best of my knowledge, the commodities the entity named below is offering to the Department have not been produced, in whole or in part, by forced labor.

Entity Name: Hardee County Board of County Commissioners

Senior Management's Printed Name:

Senior Management Member's Title:

Signature: Date: