

BOARD MEETING DATE: 04/21/2026

ITEM NO: X-d

RECOMMEND THAT the District Board of Trustees approves the FLORIDA CAPITAL  
PROJECTS FUND GRANT AGREEMENT ADDENDUM TO COMMERCE AGREEMENT  
NUMBER BB217 with the State of Florida Department of Commerce.

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**AMENDMENT ONE  
TO FLORIDA CAPITAL PROJECTS FUND GRANT AGREEMENT  
BETWEEN  
STATE OF FLORIDA  
DEPARTMENT OF COMMERCE  
AND  
NORTH FLORIDA COLLEGE**

On **March 27, 2025**, the State of Florida, Department of Commerce (“Commerce”) and North Florida College (“Subrecipient”) entered into an agreement awarding Subrecipient grant funds to be used for the expansion of broadband internet service to unserved areas of the State of Florida (“Agreement”). Commerce and Subrecipient are sometimes referred to herein individually as a “Party” and collectively as “the Parties.” All capitalized terms used but not defined in this Amendment have the same meanings provided in the Agreement.

**Recitals**

**WHEREAS**, Section 22, Modification, of the Agreement provides that any modification to the Agreement must be in writing and duly signed by all Parties to be enforceable; and

**WHEREAS**, the Parties wish to modify the Agreement as set forth herein;

**NOW, THEREFORE**, in consideration of the mutual covenants and obligations set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following:

1. Paragraph (i) of Section 6, SPECIFIC AGREEMENT REQUIREMENTS, of the Agreement is hereby deleted in its entirety and replaced with the following:

- i. The Subrecipient shall conduct a single or program-specific audit in accordance with the provisions of 2 CFR Part 200 if it expends one million dollars (\$1,000,000) or more in Federal awards from all sources during its fiscal year.

2. The Agreement is hereby amended to add the following:

**34. CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN PROHIBITED**

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

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

**35. FOREIGN INFLUENCE**

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

### 36. HUMAN TRAFFICKING

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

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

3. Section 5, Deliverables/Payments, of Exhibit A, SCOPE OF WORK, is hereby deleted in its entirety and replaced with the following:

**5. DELIVERABLES/PAYMENTS:** Subrecipient will be paid on a percentage completion milestone basis, as certified by an independent engineer. Reimbursement may be submitted incrementally for up to 95% of the deliverable amount with the remaining 5% held until completion of the deliverable, for eligible activities/expenditures that directly relate to the project as described in Section 2 PROJECT DESCRIPTION. Project must be completed no later than December 31, 2026.

The following activities/expenditures in relation to the broadband infrastructure project and deliverables are eligible for payment under the Capital Projects Fund:

#### ***A. Deliverable 1***

1. Engineering and Design
  - a. Engineering and design plans and blueprints directly related to the project
  - b. Environmental studies required under the National Environmental Policy Act (NEPA)
  - c. Permitting costs associated with the project

#### ***B. Deliverable 2***

1. Construction Eligible Activities
  - a. Detention Pond Construction
  - b. Construction of New Building
  - c. HVAC replacement
  - d. Roof Repair and Replacement
  - e. Flooring and Carpet Repair and Replacement
  - f. Permanent Generator Installation
  - g. Cubicle installation
  - h. Parking lot Repair and Replacement
  - i. Flood Panels and Barriers, Sealing, Exterior Door repair and replacement
  - j. Broadband Infrastructure installation
  - k. Security Camera Installation

- l. Desktops, Laptops, and Tablet Procurement
- m. Essential Furniture for Classrooms
- n. Audio Visual Telehealth Monitoring Devices
- o. Labor associated with allowable tasks

Tasks	Minimum Level of Service	Financial Consequences
<b>Deliverable No. 1 Engineering and Design</b>		
Subrecipient shall complete all activities, as specified in Section 5.A, of this Scope of Work.	Subrecipient may request reimbursement incrementally for up to 95% of the Deliverable 1 amount with the remaining 5% held until completion of Deliverable 1 as evidenced by submission of the following:  1. Engineering design, working drawings and associated cost estimates, if applicable; 2. Copies of all required permits, if applicable; 3. Copy of Environmental Review/Assessment; and 4. Invoice package in accordance with the Scope of Work.	Failure to complete the Minimum Level of Service as specified shall result in nonpayment, for this Deliverable.
<b>Deliverable Cost Not To Exceed: \$397,222.00</b>		
<b>Deliverable No. 2 Construction</b>		
Subrecipient shall complete all activities, as specified in Section 5.B, of this Scope of Work, which shall be completed no later than December 31, 2026.	Subrecipient may request reimbursement incrementally for up to 95% of the Deliverable 2 amount with the remaining 5% held until completion of the Deliverable 2 as evidenced by submission of the following:  1. Completed AIA Forms G702 and G703, signed by a licensed professional certifying the percentage of project completion; 2. Photographs of the project in progress; and 3. Invoice package in accordance with the Scope of Work.	Failure to complete the Minimum Level of Service as specified shall result in nonpayment, for this Deliverable.
<b>Deliverable Cost Not To Exceed: \$3,602,778.00</b>		
<b>TOTAL COST NOT TO EXCEED: \$4,000,000.00</b>		

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

- 4. Exhibit E, Audit Compliance Certification, of the Agreement is hereby deleted in its entirety and replaced with the attached Exhibit E, Audit Compliance Certification.
- 5. The governing laws and dispute resolutions of the Agreement are hereby incorporated by reference as if fully restated herein.
- 6. All other terms and conditions remain in full force and effect.

**IN WITNESS WHEREOF**, and in consideration of the mutual covenants set forth herein, the Parties' duly authorized officials hereby sign this Amendment One to the Agreement.

**FLORIDA DEPARTMENT OF  
COMMERCE**

**NORTH FLORIDA COLLEGE**

By \_\_\_\_\_  
Signature  
**J. Alex Kelly**

By \_\_\_\_\_  
Signature  
**Dr. Jennifer Page**

Title **Secretary**

Title **President**

Date \_\_\_\_\_

Date \_\_\_\_\_

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

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

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

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

**Exhibit E**

<b><i>Email a copy of this form within 60 days of the end of each fiscal year in which this subgrant was open to audit@commerce.fl.gov.</i></b>	
Subrecipient:	
FEIN:	Subrecipient's Fiscal Year:
Contact Name:	Contact's Phone:
Contact's Email:	
<p>1. Did the Subrecipient expend state financial assistance, during its fiscal year that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between the Subrecipient and the Florida Department of Commerce (Commerce)? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If the above answer is yes, answer the following before proceeding to item 2.</p> <p>Did the Subrecipient expend \$750,000.00 or more of state financial assistance (from Commerce and all other sources of state financial assistance combined) during its fiscal year? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><b>If yes, the Subrecipient certifies that it will timely comply with all applicable State single or project-specific audit requirements of Section 215.97, Florida Statutes and the applicable rules of the Department of Financial Services and the Auditor General.</b></p>	
<p>2. Did the Subrecipient expend federal awards during its fiscal year that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between the Subrecipient and Commerce? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If the above answer is yes, also answer the following before proceeding to execution of this certification:</p> <p>Did the Subrecipient expend \$1,000,000.00 or more in federal awards (from Commerce and all other sources of federal awards combined) during its fiscal year? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><b>If yes, the Subrecipient certifies that it will timely comply with all applicable single or program-specific audit requirements of 2 CFR part 200, subpart F, as revised.</b></p>	
<b>By signing below, I certify, on behalf of the Subrecipient, that the above representations for items 1 and 2 are true and correct.</b>	
Signature of Authorized Representative	Date
Printed Name of Authorized Representative	Title of Authorized Representative