

**FLORIDA JOB GROWTH INFRASTRUCTURE GRANT AGREEMENT
STATE OF FLORIDA
DEPARTMENT OF ECONOMIC OPPORTUNITY**

AMENDMENT ONE

This Amendment is made and entered into by and between the State of Florida Department of Economic Opportunity (“DEO”) and the **City of Fort Pierce, Florida** (“Grantee”). DEO and the Grantee are sometimes referred to herein individually as a “Party” and collectively as “the Parties.”

RECITALS

WHEREAS, on June 28, 2019, DEO and Grantee entered into Florida Job Growth Infrastructure Grant Agreement number G0057 (the “Agreement”) wherein Grantee agreed to receive and use state funds for the Project as described in the Proposal; and

WHEREAS Section 24, Modification, of the Agreement provides that any amendment to the Agreement shall be in writing and executed by the Parties thereto; and

WHEREAS, this Agreement is being amended to ensure compliance with all applicable laws, rules, and regulations; and

WHEREAS, the Parties wish to amend 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 amend the Agreement, as follows:

1. **Section 2(a)(4)**, Grantee’s Responsibilities, of Exhibit A, **Scope of Work**, is hereby deleted in its entirety and replaced with the following:

4) Notwithstanding anything in this Agreement to the contrary, any funds not expended under this Agreement by June 30, 2023, shall be forfeited, and shall revert back to DEO.

2. **Section 4**, Deliverables No. 3: Construction, of Exhibit A, is hereby deleted in its entirety and replaced with the following:

Deliverable No. 3: Construction		
Tasks	Minimum Level of Service	Financial Consequences
Complete construction in accordance with Sections 2.b and 2.d.3 of this Scope of Work.	At a minimum, complete ten percent (10%) of the construction as detailed in Sections 2.b and 2.d.3 of the Scope of Work. Grantee may request reimbursement upon completion of construction in the following increments: a. 10% completion; b. 20% completion; c. 30% completion; d. 40% completion;	Failure to meet the Minimum Level of Service shall result in non-payment of this Deliverable.

	<ul style="list-style-type: none"> e. 50% completion; f. 60% completion; g. 70% completion; h. 80% completion; i. 90% completion; and j. 100% completion <p>Construction progress shall be evidenced by the following documentation:</p> <ul style="list-style-type: none"> a. Completed AIA Forms G702 and G703, signed by a licensed professional certifying to the percentage of project completion; b. Photographs of project in progress; and c. Invoice package in accordance with Section 7 of the Scope of Work. 	
DELIVERABLE NO. 3 NOT TO EXCEED: \$1,389,125.00		

3. Section 12, EMPLOYMENT ELIGIBILITY VERIFICATION – E-VERIFY

1. Section 448.095, F.S., requires the following:

- I.** Every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.
- II.** A private employer shall, after making an offer of employment which has been accepted by a person, verify such person’s employment eligibility. A private employer is not required to verify the employment eligibility of a continuing employee hired before January 1, 2021. However, if a person is a contract employee retained by a private employer, the private employer must verify the employee’s employment eligibility upon the renewal or extension of his or her contract.

2. 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/>.

3. If Grantee does not use E-Verify, Grantee shall enroll in the E-Verify system prior to hiring any new any contract employee after the effective date of this Agreement.

4. All other terms and conditions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the Parties have duly executed and delivered this Amendment as of the date last executed below.

DEPARTMENT OF ECONOMIC OPPORTUNITY

CITY OF FORT PIERCE, FLORIDA

By _____
Signature

By _____
Signature

Title **Dane Eagle**
Secretary

Title **Linda Hudson**
Mayor

Date _____

Date _____

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

**OFFICE OF GENERAL COUNSEL
DEPARTMENT OF ECONOMIC
OPPORTUNITY**

By: _____

Approved Date: _____