

**FLORIDA JOB GROWTH INFRASTRUCTURE GRANT AGREEMENT
STATE OF FLORIDA
DEPARTMENT OF COMMERCE**

AMENDMENT ONE

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

RECITALS

WHEREAS, on **April 4, 2023**, Commerce and Grantee entered into Florida Job Growth Infrastructure Grant Agreement number **G0100** (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. On July 1, 2023, the Florida Department of Economic Opportunity was renamed to the Florida Department of Commerce. Effective July 1, 2023, all references throughout the Agreement to “Department of Economic Opportunity” or “DEO” are replaced with “Department of Commerce” or “Commerce” as appropriate.
2. Section 12, Employment Eligibility Verification, is hereby deleted in its entirety and replaced with the following:

12. EMPLOYMENT ELIGIBILITY VERIFICATION:

(a) E-Verify is an Internet-based system that allows an employer, using information reported on an employee’s Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. There is no charge to employers to use E-Verify. The Department of Homeland Security’s E-Verify system can be found at: <https://www.e-verify.gov/>.

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

- i. 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.
- ii. 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 CFR 274a. Beginning July 1, 2023, a private employer with 25 or more employees shall use the E-

Verify system to verify a new employee’s employment eligibility.

(c) If an entity does not use E-Verify, the entity shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the effective date of this Agreement.

3. Section 2.a.3 **Commencement and Timeline**, of Exhibit A, **Scope of Work**, is hereby amended as follow:

Work on the Project shall commence on or before by April 30,2025 and shall be completed on or before the fifth anniversary of the Effective Date (the “Completion Date”) unless terminated earlier. Commerce shall have the immediate right to terminate this Agreement if Grantee fails to commence the construction of the Project by the Commencement Date or complete work by the Expiration Date and, in each case, provide evidence of the same to Commerce upon Commerce’s request to Commerce’s satisfaction. If construction in connection with the Project does not commence within two (2) years of the date of the Effective Date, Commerce may immediately this Agreement.

4. Section 4, **DELIVERABLES**, of Exhibit A, **Scope of Work**, is hereby deleted and replaced with the following:

4. DELIVERABLES: Grantee shall provide the following services as specified:

Deliverable No. 1: Design, Engineering and Permits		
Tasks	Minimum Level of Service	Financial Consequences
Grantee shall complete design, engineering and permitting activities as described in Sections 1, 2.b, and 2.d.1 of this Scope of Work.	Grantee may be allowed reimbursement upon 30%, 60%, 90%, and 100% completion of design plans and permitting in accordance with Sections 2.b and 2d.1 of this Scope of Work, evidenced by submission to Commerce’s Agreement Manager of copies (in digital or hard copy format) of final design plans and permits.	Failure to meet the minimum level of service for this Deliverable shall result in non-payment. Any funds not expended under this Agreement by June 30, 2026, shall be forfeited and shall revert back to Commerce.
DELIVERABLE NOT TO EXCEED: \$1,000,000.00		
Deliverable No. 2: Construction		
Tasks	Minimum Level of Service	Financial Consequences
Grantee shall complete the infrastructure activities as described in Section 1, 2.b and 2.d.2 of this Scope of Work	Grantee may be allowed reimbursement upon completion of construction activities in accordance with sections 2b. and 2.d of this Scope of Work in the following increments: 10%, 20%, 30%, 40%, 50%, 60%, 70%, 80%, 90%, and 100%. Progress shall be evidenced by submission of the following documentation: 1. Completed AIA Forms G702 and G703, signed by a licensed professional certifying to the percentage of project completion;	Failure to meet the minimum level of service for this Deliverable shall result in non-payment. Any funds not expended under this Agreement by June 30, 2026, shall be forfeited and shall revert back to Commerce.

	2. Photographs of project in progress; and 3. Invoice package in accordance with Section 7 of this Scope of Work.	
DELIVERABLE NOT TO EXCEED: \$1,745,223.00		
TOTAL AMOUNT NOT TO EXCEED \$2,745,223.00		

Cost Shifting: deliverable amounts specified within the Deliverables section 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, incurred by Grantee in 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 **ten percent (10%)** of each deliverable total funding amount. Changes that exceed **ten percent (10%)** of each deliverable total funding amount will require a formal written amendment, as described in Section 24., of the Agreement. Regardless, in no event shall Commerce reimburse costs of more than the total amount of this agreement.

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

- Remainder of Page Intentionally Left Blank -

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

**FLORIDA DEPARTMENT OF
COMMERCE**

CITY OF FORT PIERCE, FLORIDA

By _____
Signature

By _____
Signature

Title J. Alex Kelly
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
FLORIDA DEPARTMENT OF COMMERCE**

By: _____

Approved Date: _____