

**AMENDMENT ONE TO
GRANT AGREEMENT
BETWEEN
THE DEPARTMENT OF COMMERCE
AND
HERNANDO COUNTY**

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

RECITALS

WHEREAS, on **MAY 3, 2022**, Commerce and Grantee entered into Florida Job Growth Infrastructure Grant Agreement number **G0081** (the “Agreement”) wherein Grantee agreed to receive and use state funds for the Project as described in the Proposal;

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

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. Only July 1, 2023, the Florida Department of Economic Opportunity was renamed to the Florida Department of Commerce. Effective July 1, 2023, all references to “Department of Economic Opportunity” or “DEO” are replaced with “Department of Commerce” or “Commerce” as appropriate.
2. Section 12, Employment Eligibility Verification of this agreement is hereby deleted in its entirety and replaced with the following:
 - (a.) Section 448.095, F.S., requires the following:
 - (1) Every public agency and its contractors and subcontractors shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.
 - (2) An employer shall verify each new employee’s employment eligibility within three (3) business days after the first day that the new employee begins working for pay as required under 8 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.

(b) 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/>.

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

2. Section 2.a. **Commencement and Timeline**, of Exhibit A, Scope of Work, is hereby deleted in its entirety and replaced with the following:

1) The Parties' execution of this Agreement shall be deemed a Notice to Proceed to Grantee for the design phase of the Project which is further delineated in Paragraph b. immediately below.
DEO shall not reimburse Grantee for any work performed prior to the Effective Date unless DEO expressly agrees to do so in a separate writing.

2) Prior to commencing the construction work described in this Agreement, Grantee shall:
 - Provide to DEO's Agreement Manager one copy of the final signed and sealed design plans, signed and sealed specifications, and final bid documents; and
 - Request from DEO's Agreement Manager a Notice to Proceed.
DEO shall not reimburse Grantee for any construction work performed prior to the issuance of the Notice to Proceed.

3.) Work on the Project shall commence on September 1, 2021 (the "Commencement Date"), and shall be completed on or before June 30, 2025, 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 terminate this Agreement.

4.) Notwithstanding anything in this Agreement to the contrary, any funds not expended under this Agreement by June 30, 2025, shall be forfeited and shall revert back to Commerce.

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

Deliverable No. 1: Construction		
Tasks	Minimum Level of Service	Financial Consequences
Complete site development and infrastructure improvements in accordance with Sections 2.a, 2.b and 2.c of this Scope of Work on or before June 30, 2025.	Grantee may be allowed reimbursement upon completion of construction activities in accordance with Sections 2.a, 2.b and 2.c 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:	Failure to meet the Minimum Level of Service shall result in non-payment.

	<ol style="list-style-type: none"> 1. Completed AIA Forms G702 and G703, signed by a licensed professional certifying to the percentage of project completion; 2. Photographs of project in progress; 3. Invoice package in accordance with Section 7 of this Scope of Work. 	
TOTAL AMOUNT NOT TO EXCEED: \$6,159,600.00		

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

IN WITNESS WHEREOF, by signature below, the Parties agree to abide by the terms, conditions, and provisions of Agreement # **G0081** as amended. The Effective Date of this Amendment is on the date the last Party signs this Amendment.

DEPARTMENT OF COMMERCE

HERNANDO COUNTY

By _____
Signature

Title **J. Alex Kelly**
Secretary

Date _____

By _____
Signature

Title **Elizabeth Narverud**
Chairwoman

Date _____

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

**OFFICE OF GENERAL COUNSEL
DEPARTMENT OF COMMERCE**

By: _____

Approved Date: _____

