

FIRST AMENDMENT TO GRANT AGREEMENT

This **First Amendment** is made effective on July 11, 2023 between **Levy County, a political subdivision of the State of Florida** ("County") and **A&M Manufacturing, Inc., a Florida corporation** ("Grantee.")

WHEREAS, the County and the Grantee entered into a Grant Agreement dated August 6, 2019, under which the County agreed to provide an Economic Development Fund (EDF) Grant as authorized by Chapter 86, Division 3 of the County Code, to the Grantee based on relocation of Grantee's business to Levy County and in return for certain Grantee obligations set forth in the Grant Agreement;

WHEREAS, County staff became aware that Grantee had not fulfilled certain of its obligations and sent a Notice of Default on January 23, 2023;

WHEREAS, pursuant to Section 6 of the Agreement and Sec. 86-71 of the County Code, at its Regular Meeting on March 21, 2023, the Board of County Commissioners considered this matter, heard from the Grantee and indicated a willingness to amend the Grant Agreement to allow the Grantee further time to comply with its obligations; and

WHEREAS, pursuant to Section 9 of the Agreement, the parties enter into this written amendment for the purposes described herein.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein, the Parties agree as follows:

Sections 3.1 through 3.7 of the Grant Agreement are deleted in their entirety and replaced with the following:

3. Obligations of Grantee:

3.1 Operations in Levy County. At a minimum, Grantee will continue to operate its upholstery shop, metal welding and fabrication shop and Lancer Craft brands production at 315 NW 11th Avenue, Chiefland, FL 32626 (the "Chiefland Location.")

3.2 Job Creation and Retention at Chiefland Location. Grantee currently employs 22 full-time employees at its Chiefland Location. Grantee shall, at the Chiefland Location:

Create 12 new positions by December 31, 2023, for a total of 34 full-time positions.
Create 20 new positions by December 31, 2024, for a total of 54 full-time positions.
Create 34 new positions by December 31, 2025, for a total of 88 full time positions.
Retain no less than 78 of the 88 full-time positions until December 31, 2026.

The annual average wages of all newly created positions must be equal to or higher than Thirty-Five Thousand Dollars (\$35,000). Grantee shall utilize the services of CareerSource, CLM, of the Citrus, Levy, Marion Workforce Consortium, to find suitable candidates for the newly created positions. Other services may be utilized for candidate searches provided that

services are also maintained through CareerSource by an ongoing agreement.

3.3 Talent Pipeline/Community Enhancement Project. Grantee, with input from NCBDC, will explore a partnership with the School Board of Levy County for the creation of a Science, Technology, Engineering and Math (STEM) incubator/training center at the Chiefland Location.

3.4 Annual Reports. Grantee shall provide 4 annual reports to County indicating compliance with its obligations under this Grant Agreement. The 4 annual reports are due as follows:

First Report due March 31, 2024; Second Report due March 31, 2025; Third Report due March 31, 2026; and Final Report due March 31, 2027

The annual reports must contain information evidencing the extent of Grantee's compliance with the job creation, retention and pay required by this Grant Agreement, and statements indicating the extent of Grantee's compliance with all other terms of this Grant Agreement. The annual reports must contain sufficient detail for County to determine the extent of Grantee's compliance or non-compliance with the provisions of this Grant Agreement and any applicable laws, statutes, ordinances, rules or regulations applicable hereto. Grantee shall provide any additional information requested by County as the result of any annual report submitted by Grantee.

3.5 Reserved.

3.6 Reserved.

3.7 Reserved.

Section 5 of the Grant Agreement is deleted in its entirety and replaced with the following:

5. Term/Termination. The effective date of this Grant Agreement is August 8, 2019. The term of this Grant Agreement begins on the effective date and will continue until April 1, 2027. Grantee's obligations for indemnification and completion of the final annual report will survive the termination of this Grant Agreement. Any obligations for repayment of the grant plus interest, costs and attorney fees for Grantee's failure to comply with any of the provisions of this Grant Agreement will survive the termination of this Grant Agreement.

Except as amended by this First Amendment, the Grant Agreement remains in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the day and year first written above.

**BOARD OF COUNTY
COMMISSIONERS,
LEVY COUNTY, FLORIDA**

A&M MANUFACTURING, INC.

Matt Brooks, Chairman

Signature

Print name: _____

Print title: _____

ATTEST:

Danny J. Shipp
Clerk of the Circuit Court and Ex Officio
Clerk of the Board

Approved as to form and legal sufficiency

Nicolle M. Shalley
County Attorney