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AMENDMENT ONE
TO
GRANT AGREEMENT
BETWEEN
THE DEPARTMENT OF COMMERCE
AND
LEVY COUNTY BOARD OF COUNTY COMMISSIONERS

This Amendment is made and entered into by and between the State of Florida Department of Commerce ("Commerce") and **Levy County Board of County Commissioners** ("Grantee"). Commerce and the Grantee are sometimes referred to herein individually as a "Party" and collectively as "the Parties."

RECITALS

WHEREAS, on **August 19, 2026**, Commerce and Grantee entered into Florida Job Growth Infrastructure Grant Agreement number **G0150** (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. Subsection (a)(3-4), Commencement and Timeline, of Section 2, Grantee's Responsibilities, of Exhibit A, Scope of Work, is hereby deleted in its entirety and replaced with the following:

   3)Work on the Project shall commence on or before March 1, 2027 (the "Commencement 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, 2028 (the "Expend by Date") shall be forfeited and shall revert to Commerce. For the purposes of this Agreement, expended means when funds have cleared the Grantee's banking institution.

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

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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 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 2.d.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 December 31, 2027, shall be forfeited and shall revert to Commerce.
		DELIVERABLE NOT TO EXCEED: **$300,000**
Deliverable No. 2: Construction		
Tasks	**Minimum Level of Service**	**Financial Consequences**
Grantee shall complete the infrastructure activities as described in Section 2.d.2 of this Scope of Work.	Grantee may be allowed reimbursement upon completion of construction activities in accordance with section 2.d.2 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; 2. Photographs of project in progress; and 3. Invoice package in accordance with Section 7 of this Scope of Work.	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, 2028, shall be forfeited and shall revert to Commerce.
		DELIVERABLE NOT TO EXCEED: **$1,200,000**
		TOTAL AMOUNT NOT TO EXCEED $1,500,000

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 **twenty percent (20%)** of each deliverable total funding amount. Changes that exceed **twenty percent (20%)** of each deliverable total funding amount will require a formal written

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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.

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

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IN WITNESS WHEREOF, by signature below, the Parties agree to abide by the terms, conditions, and provisions of Agreement # **G0150** as amended. The Effective Date of this Amendment is on the date the last Party signs this Amendment.

FLORIDA DEPARTMENT OF COMMERCE		**LEVY COUNTY BOARD OF COUNTY COMISSIONERS**	
By	Signature	**By**	Signature
			Tim Hodge
Title		**Title**	**Chair**
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: _____