

THIRD AMENDMENT OF GRANT AGREEMENT BETWEEN TOWN OF LOXAHATCHEE GROVES, FLORIDA AND LOXAHATCHEE GROVES CERT TEAM, INC.

THIS THIRD AMENDMENT OF GRANT AGREEMENT (the “Amendment”) is made and entered into _____ by and between the Town of Loxahatchee Groves, Florida, a municipal corporation of the State of Florida (“Town”) and Loxahatchee Groves CERT Team, Inc., a non-profit corporation, authorized to conduct business in the State of Florida (“Grantee”).

WITNESSETH:

WHEREAS, Town and Grantee entered into a one-year Grant Agreement, effective October 1, 2021, First Amendment of Grant Agreement, effective October 1, 2022, and Second Amendment of Grant Agreement, effective October 1, 2023, which are incorporated herein by reference (collectively, the “Agreement”); and

WHEREAS, Town and Grantee desire to extend the term of the Agreement for one (1) fiscal year.

WHEREAS, Town and Grantee agree to amend the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. The foregoing recitals are true and correct and incorporated herein by reference. Terms not defined herein shall have the same meaning as ascribed to them in the Agreement.
2. The Town and Grantee hereby amend Paragraph 1.1 of the Agreement to amend the Term of the Agreement, to read as follows:

1.1 Based on the needs identified by the GRANTEE in its submitted budget, attached hereto and incorporated herein as Exhibit “A” the TOWN hereby grants to GRANTEE a Grant Award up to the amount of three thousand seven hundred eighty-sixty dollars (\$3,786.00) which includes a carry forward from previous year’s Grant Award balance of three thousand seven hundred eighty-sixty dollars (\$3,786.00). The Grant Award is for reimbursement only and shall be paid over time and from time to time upon receipt by the TOWN of proper documentation from the GRANTEE as stated herein.

3. The Town and Grantee hereby amend Paragraph 4.1 of the Agreement to amend the Term of the Agreement, to read as follows:

4.1 The term of this Agreement shall be from October 1, 2021, through September 30, 2025, unless terminated earlier, as provided below.

4. The Town and Grantee hereby amend the Agreement by adding thereto a new Section 28, to read as follows:

28. Town Logo.

28.1 The Town hereby grants Grantee a limited use of the Town's logo and to add thereto Grantee's name, as depicted in Exhibit "A" attached to this Amendment ("Altered Logo"). Grantee is authorized to use the Altered Logo to create vinyl signs to attach to its trailer. Such further use of the Town's logo or the Altered Logo must be approved by the Town Manager prior to use.

5. The Town and Grantee hereby amend the Agreement by adding thereto a new Section 29, to read as follows:

29. Human Trafficking.

29.1 Grantee, by signing this Agreement as set forth below, attests that the Grantee does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

6. Except as set forth herein, the Agreement remains unmodified and in full force and effect.

IN WITNESS WHEREOF, the parties have duly executed this Second Amendment as of the day and year first written above.

LOXAHATCHEE GROVES CERT TEAM, INC.

By: _____

[Corporate Seal]

Print Name: _____

Title: _____

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization this _____ day of _____, 20___ by _____, as _____, of Loxahatchee Groves CERT Team, Inc., a company authorized to do business in the State of Florida, and ___ who is personally known to me or ___ who has produced _____ as identification, and who did take an oath that the facts stated with regard to section 787.06, Florida Statutes, are true and correct, and that he or she is duly authorized to execute the foregoing instrument and bind Loxahatchee Groves CERT Team, Inc., to the same.

NOTARY PUBLIC

(SEAL)

Signature of Notary Public

(Print Name)

My Commission Expires: _____

Commission No.: _____

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

By: _____
Anita Kane, Mayor

ATTEST:

Town Clerk

Approved as to form and legal sufficiency:

Office of the Town Attorney