

**AMENDMENT NUMBER ONE OF AGREEMENT BETWEEN THE  
FLORIDA DEPARTMENT OF COMMERCE  
AND  
SEMINOLE COUNTY, FLORIDA**

On March 9, 2021, the State of Florida, Department of Commerce (“Commerce”), formerly known as the Florida Department of Economic Opportunity, and Seminole County, Florida (“Subrecipient”), entered into Subgrant Agreement E2022 (“Agreement”). Commerce and Subrecipient are sometimes referred to herein individually as a “Party” and collectively as “the Parties.”

**WHEREAS**, Section 4 of the Agreement provides that any amendment to the Agreement shall be in writing and executed by the Parties thereto; and

**WHEREAS**, the Parties wish to amend the Agreement as set forth herein as part of a joint effort to align Community Action Agency (“CAA”) spending with legislatively appropriated state budget authority. State budget authority is determined on an annual basis through the agency’s Legislative Budget Request process. The Legislature reviews the Legislative Budget Request and determines the amount of state budget authority, which is then codified in the General Appropriations Act. This is a process required annually by state law; state budget authority is not determined by the total federal award received by the state.

**WHEREAS**, this amendment memorializes the alignment of Community Action Agency spending with legislatively appropriated state budget authority and aligns the Period of Agreement with the state fiscal year. Doing so is of mutual benefit to Subrecipient and Commerce and ensures enhanced transparency and collaboration to the Parties continued work to provide meaningful services to Floridians.

**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 the following:

1. As set forth in the REPRESENTATIONS section on page 1 of this Agreement, the following provisions are hereby added:
  - F. The Parties have engaged in a joint effort to align Community Action Agency (“CAA”) spending with legislatively appropriated state budget authority. State budget authority is determined on an annual basis through the agency’s Legislative Budget Request process. The Legislature reviews the Legislative Budget Request and determines the amount of state budget authority, which is then codified in the General Appropriations Act. This is a process required annually by state law; state budget authority is not determined by the total federal award received by the state; and
  - G. This Agreement memorializes the alignment of CAA spending with legislatively appropriated state budget authority and aligns the Period of Agreement with the state fiscal year. Doing so is of mutual benefit to Subrecipient and Commerce and ensures enhanced transparency and collaboration to the Parties continued work to provide meaningful services to Floridians; and
  - H. Commerce’s obligations under this Agreement are contingent upon the continued availability to Commerce of legislatively appropriated funds that may be used and are sufficient to support funding award/release, and upon Subrecipient’s satisfactory performance of its obligations set forth in this Agreement, as determined by Commerce.

2. Section 1., **PERIOD OF AGREEMENT**, of this Agreement is hereby deleted in its entirety and replaced with the following:

**1. PERIOD OF AGREEMENT**

The Effective Date of this Agreement is July 1, 2023. This Agreement ends on June 30, 2024 (the "Expiration Date"), unless otherwise terminated as set forth herein. This Agreement terminates, supersedes, and replaces any prior agreement in effect between Commerce and the Subrecipient regarding the subject matter set forth herein as of the Effective Date. The period between the Effective Date and the Expiration Date or the termination date is the "Agreement Period."

3. Section 5. A., **FUNDING/CONSIDERATION**, of this Agreement is hereby deleted in its entirety and replaced with the following:

- A. This Agreement is a Cost Reimbursement Agreement. Commerce's obligations under this Agreement are contingent upon the continued availability to Commerce of legislatively appropriated funds that may be used and are sufficient to support funding award/release, and upon Subrecipient's satisfactory performance of its obligations set forth in this Agreement, as determined by Commerce. Commerce will provide funds to the Subrecipient by issuing one or more Notice of Fund Availability ("NFA") through Commerce's financial management information system. Each NFA may include attachments that incorporate specific terms, conditions, assurances, restrictions, or other instructions applicable to the funds provided by the NFA.

The Subrecipient shall comply with all requirements contained within each NFA as a condition precedent to the receipt of funds and as an ongoing condition to the use and expenditure of the funds. Subrecipient may incur costs and submit for reimbursement only up to the Total Funds Released dollar amount listed in the NFA most recently issued by Commerce to the Subrecipient. Subrecipient may not be reimbursed any amount that exceeds the lesser of the state authorized budget authority or the "Funds/Available/Release" listed in the NFA most recently issued by Commerce to the Subrecipient. Each NFA and any attachments thereto, including, but not limited to its special terms, conditions, and instructions, is incorporated and adopted into the Agreement by reference.

4. Section 5.F., **FUNDING/CONSIDERATION**, of this Agreement is hereby deleted in its entirety and replaced with the following:

- F. Commerce will provide funds in consideration for the Subrecipient's successful performance under this Agreement. The State of Florida's and Commerce's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature of the State of Florida. Commerce shall have final authority as to both the availability of funds and what constitutes an "annual appropriation" of funds. The maximum cash available for draw is limited to the amount listed in the "Funds/Available/Release" in the NFA most recently issued by Commerce to the Subrecipient. Additional funding is contingent upon (1) availability of funds appropriated by the Legislature of the State of Florida for the purpose of this program; (2) the availability of future-year budget authority; and (3) substantial progress towards meeting the objectives of the award. The lack of appropriation or availability of funds shall not constitute a default on Commerce or the State. If there is a state or federal funding shortfall, then Subrecipient agrees that Commerce, in its sole discretion, may reduce the amount of funding that would otherwise be made available under this Agreement. If applicable, reduction in funding will be done by NFA.

5. Section 6.A., **FISCAL AND ADMINISTRATIVE CONTROLS**, of this Agreement is hereby deleted in its entirety and replaced with the following:
- A. Commerce will provide funds to the Subrecipient by issuing NFAs through Commerce's financial management information system. Each NFA may include NFA Attachments that incorporate specific terms, conditions, assurances, restrictions, or other instructions applicable to the funds provided by the NFA. If at any time during the award a budget period is funded on an incremental basis, the maximum obligation of the program funding is limited to the amount shown on the "Funds/Available/Release" in the NFA most recently issued by Commerce to the Subrecipient. In addition to execution of this Agreement, Subrecipient further agrees that by accepting funds made available through an NFA, the Subrecipient must comply with all terms, conditions, assurances, restrictions, or other instructions incorporated or listed in the NFA.
6. Section 7., **EMPLOYMENT ELIGIBILITY VERIFICATION**, of this Agreement is hereby deleted in its entirety and replaced with the following:
- 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:
- (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 C.F.R. 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.
7. All other terms and conditions of the Agreement are hereby reinstated and remain in full force and effect.

*[Rest of page left intentionally blank]*

**STATE OF FLORIDA  
DEPARTMENT OF COMMERCE  
FEDERALLY FUNDED SUBGRANT AGREEMENT  
SIGNATURE PAGE**

**IN WITNESS THEREOF**, by signature below, the Parties agree to abide by the terms, conditions, and provisions of Agreement **E2022**, as amended. This Amendment is effective on July 1, 2023.

**SUBRECIPIENT  
SEMINOLE COUNTY, FLORIDA**

By: see next page  
(Signature)

\_\_\_\_\_  
(Print/Type Name and Title Here)

Date: \_\_\_\_\_

59-6000856  
Federal Identification Number

JPJLF4QHRYR13  
UEI Number

E2022  
Agreement Number

**STATE OF FLORIDA  
DEPARTMENT OF COMMERCE**

By: \_\_\_\_\_  
(Signature)

J. Alex Kelly, Secretary  
Florida Department of Commerce

Date: \_\_\_\_\_

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

Office of the General Counsel  
Florida Department of Commerce

By: \_\_\_\_\_

Approved Date: \_\_\_\_\_

[County signature block on next page]

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
GRANT MALOY  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

For the use and reliance  
of Seminole County only.

Approved as to form and  
legal sufficiency.

\_\_\_\_\_  
County Attorney

By: \_\_\_\_\_  
AMY LOCKHART, Chairman

Date: \_\_\_\_\_

As authorized for execution by the Board of  
County Commissioners at its \_\_\_\_\_  
20\_\_\_\_, regular meeting.