

**FIRST AMENDMENT TO CITY OF GAINESVILLE AND
FLORIDA INSTITUTE FOR WORKFORCE INNOVATION, INC.
BANKS-COSBY BUILDING AGREEMENT**

This AMENDMENT ("Amendment") is made and entered into this _____ day of _____, 2017 between the CITY OF GAINESVILLE, a municipal corporation ("City"), and the FLORIDA INSTITUTE FOR WORKFORCE INNOVATION, INC., a Florida not-for-profit corporation, d/b/a INSTITUTE FOR WORKFORCE INNOVATION ("IWI").

WHEREAS, the City and IWI entered into an Agreement on July 19, 2016 for reconstruction and remodeling of the City's Cosby-Banks Building located at 635 NW Sixth Street, Gainesville, Florida, for IWI's Project YouthBuild program to participate in the reconstruction and remodeling, and for specified use of the building and for certain cooperative activities between Project YouthBuild and the City's police department, GPD; and

WHEREAS, the parties wish to amend the Agreement to more particularly specify certain obligations of the parties.

NOW, THEREFORE, the CITY and IWI agree as follows:

1. Paragraph I.A.1 of the Agreement is deleted and replaced with the following:
"The City will enter into a construction contract with a General Contract with Oelrich Construction, Inc."
2. Paragraph I.A.2 of the Agreement is deleted and replaced with the following:
"IWI shall perform the work designated as to IWI in Attachment 1, hereby attached and incorporated, and as more particularly specified by any instructions of the General Contractor or City, utilizing enrolled students from IWI's Project YouthBuild program, which work shall be performed in a workmanlike manner that is acceptable to the General Contractor and City. Substantial Completion shall be within twelve (12) weeks of execution of the First Amendment, and Final Completion shall be within thirty (30) days thereafter. In addition to these "in-kind" services, IWI shall pay the General Contractor Ninety Two Thousand Six Hundred Fifty Five Dollars (\$92,655.00) by monthly payments based on total percentage of project completion, with a ten percent (10%) retainage until Final Completion is approved."
3. Paragraph II.A.1 of the Agreement is deleted and replaced with the following:
"The City shall pay \$118,890.00 to the General Contractor, in accordance with the construction contract, which shall be from funds from the U.S. Department of Justice Equitable Share Program (Federal Forfeiture Funds) for the City's share of the cost of reconstruction and remodeling work on the Cosby-Banks Building. Payments shall be monthly, based on total percentage of project completion, with a ten percent (10%) retainage until Final Completion is approved."
4. Except as modified by this Amendment, all terms and conditions of the Agreement dated July 19, 2016 shall remain in full force and effect.
5. This Amendment, together with the Agreement dated July 19, 2016, constitutes the entire agreement between the parties.

CITY

IWI

Anthony Lyons
City Manager

Jonathan Leslie
Executive Director

WITNESS:

WITNESS:

APPROVED AS TO FORM AND LEGALITY:

City Attorney