

**AMENDMENT ONE
TO FUNDING AND PROGRAM AGREEMENT
BETWEEN
THE DEPARTMENT OF ECONOMIC OPPORTUNITY
AND
FLORIDA SPORTS FOUNDATION, INCORPORATED**

On November 3, 2020, the Department of Economic Opportunity (“DEO”) and Florida Sports Foundation (FSF), (“Grantee”), entered into Grant Agreement Number SB21-004 (S0144) (the “Agreement”). DEO and FSF are sometimes hereinafter referred to as a “Party” and collectively as the “Parties.”

WHEREAS, Section 5, AMENDMENT AND MODIFICATION, of the Agreement provides that any amendment to the Agreement shall be in writing executed by the Parties thereto; and

WHEREAS, this Agreement is being amended to ensure compliance with 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 the following:

1. Section 6, ATTACHMENTS, of the Agreement is hereby deleted in its entirety and replaced with the following:

Attachment I	Scope of Work
Attachment IA	Transparency Requirements
Attachment II	Reports
Attachment III	Sanctions
Attachment IV	Audit Requirements
Attachment V	Audit Compliance Certification
Attachment VI	Payment Schedule
Attachment VII	Total Compensation for Executive Leadership

2. Attachment IA, Section F. Compensation Requirements, is hereby amended to add:

V. The Grantee shall submit an Annual Report (Attachment VII), including the most recent IRS Form 990, detailing the total compensation for the Grantee’s executive leadership teams. Total compensation shall include salary, bonuses, cash-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real property gifts and any other payout. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations. The annual report will be due to DEO 30 calendar days after the submittal of the 990 form to the IRS. The Grantee must inform DEO of any changes in total executive compensation between annual reports within 60 calendar days of the change.

- 3. Attachment VII, Total Compensation for Executive Leadership, is hereby added to this Agreement, which is attached hereto and incorporated herein by reference.
- 4. All other terms and conditions of the Agreement remain in full force and effect.

IN WITNESS HEREOF, by signature below, the Parties agree to abide by the terms, conditions, and provisions of Agreement Number SB21-004 (S0140), as amended. This Amendment is effective on the date the last Party executes this Amendment.

DEPARTMENT OF ECONOMIC OPPORTUNITY	FLORIDA SPORTS FOUNDATION, INC.
SIGNED:	SIGNED:
Dane Eagle	Angela Suggs
Executive Director	President
DATE:	DATE:

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

**OFFICE OF GENERAL COUNSEL
DEPARTMENT OF ECONOMIC OPPORTUNITY**

By: _____

Approved Date: _____

**Attachment VII
Total Compensation for Executive Leadership
(Executive Order 20-44)**

Entity Name:

Employee Name						
Title						
Salary						
Bonuses						
Cashed-In Leave						
Cash Equivalents						
Cash Equivalents Description						
Severance Pay						
Retirement Benefits						
Employer-Paid Insurance Benefits						
Deferred Compensation						
Real Property Gifts						
Real Property Gifts Description						
Other Payouts						
Other Payouts Description						
Employer-Paid Insurance Benefits						
Total Compensation						
Accrued Leave and Holiday Benefits						

Percentage of Total Compensation from Federal or State Funds						
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Definitions:

Executive Leadership - Anyone who is included by name or title on the form 990, part VII, or Schedule J.

Cash Equivalents: Gift cards, vouchers, tickets, or other items of monetary value.

Other payouts: Cell phone allowances, tuition, gym memberships, and car allowances, etc.

Employer-Paid Insurance Benefits: Amount of insurance paid by the employer for health, vision, life, dental, disability, etc. (does not include taxes such as FICA, reemployment, etc.)

Accrued Leave and Holiday Benefits: Value of vacation, sick, and PTO accrued during the year and holiday available to the employee

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