

**FIRST AMENDMENT TO MARION COUNTY SUB-
GRANT AGREEMENT WITH THE CITY OF OCALA TO
ADMINISTER CHALLENGE GRANT**

THIS FIRST AMENDMENT TO MARION COUNTY SUB-GRANT AGREEMENT WITH THE CITY OF OCALA TO ADMINISTER CHALLENGE GRANT (this "Amendment"), is made and entered into by and between **MARION COUNTY** ("COUNTY"), a political subdivision of the State of Florida, 601 SE 25th Ave., Ocala, FL 34471 and the **City of Ocala**., 110 SE Watula Ave., Ocala, FL 34471, FEIN: 59-6000392, ("SUBCONTRACTOR").

WHEREAS, on or about October 20th, 2020, the Parties entered into a MARION COUNTY SUB-GRANT AGREEMENT WITH THE CITY OF OCALA TO ADMINISTER CHALLENGE GRANT (the "Agreement") whereby COUNTY provides CHALLENGE funds to SUBCONTRACTOR for a scope of work to be carried out to provide services to households experiencing homelessness or at-risk of homelessness; and

WHEREAS, on or about June 21, 2022, COUNTY executed an amendment to DCF unified contract PPZ61, renewing the agreement under the same terms and conditions through June 30, 2025, for the Challenge, ESG, and TANF program activities; and

WHEREAS, on or about June 14, 2022, the Florida-514 Continuum of Care Board approved the motion to renew all existing subrecipients currently funded through the agreement for a term of one year beginning July 01, 2022, through June 30, 2023; and

WHEREAS, SUBCONTRACTOR has expressed a desire and ability to accept the award increase and the discretionary authority, which will be employed in good faith and in a commercially reasonable manner, to carry out activities set forth in the Agreement designed to prevent and end homelessness in Marion County; and

WHEREAS, the parties seek to enter into this Amendment to reflect this new understanding for the renewal of \$52,000 (Fifty two thousand dollars) in Challenge grant funding to be used for all associated housing, program, service, and administrative costs of the program through this July 1, 2022, through June 30, 2023, term on the same terms and conditions as during the July 1, 2021, through June 30, 2022, term;

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Parties agree as follows:

1. **RECITALS**

The Parties confirm and agree that the above Recitals are true and correct, and incorporate their terms and provisions herein for all purposes.

2. **Renewal Program Year:** COUNTY shall provide Challenge Grant funds to

SUBCONTRACTOR for the period from July 1, 2022, through June 30, 2023, in the same amount (not to exceed \$52,000) and on the same terms as for the period from July 1, 2021, through June 30, 2022. SUBCONTRACTOR shall perform all SUBCONTRACTOR's duties under the Agreement for the period from July 1, 2022, through June 30, 2023, in a like manner to how they were to be performed during the period from July 1, 2021, through June 30, 2022. For illustration, any reference in the Agreement to a task to be performed during FY21-22 or during the period from July 1, 2021, through June 30, 2022, shall be read to also require SUBCONTRACTOR to perform such task during FY 22-23 and the period from July 1, 2022, through June 30, 2023.

3. **AMENDMENTS.** Amendments to this Agreement shall be in the form of a writing signed by both parties. COUNTY authorizes its Director of Community Services to execute any amendment so long as there is no increase in the total amount of funding.
4. **FULL FORCE AND EFFECT.**
All provisions of the Agreement not specifically amended herein shall remain in full force and effect.

[This space intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, the Parties have entered into this First Amendment by their duly authorized officers on the date of the last signature below.

ATTEST:

CITY OF OCALA, FLORIDA

Angel Jacobs, City Clerk

Ire Bethea, Sr., Council President

Date: _____

Approved as to Form and Legality:

Robert Batsel, City Attorney

ATTEST:

MARION COUNTY, a political subdivision
of the State of Florida

Gregory C. Harrell, Clerk of Court

By: _____
Carl Zalak III, Chairman

Date: _____

Date: _____

For Use and Reliance of Marion County
Only, Approved As To Form and Legal
Sufficiency

Matthew G. Minter
County Attorney