

**FIRST AMENDMENT TO MARION COUNTY  
STANDARD PROFESSIONAL SERVICES AGREEMENT  
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM – CARES ACT  
(CDBG – PUBLIC FACILITY)**

**THIS FIRST AMENDMENT TO MARION COUNTY STANDARD PROFESSIONAL FACILITIES AGREEMENT** (Amended Agreement), made and entered into by and between Marion County, a political subdivision of the State of Florida, (hereinafter called the COUNTY) and **Marion County Children's Advocacy Center, Inc., (AKA: Kimberly Center)** a not-for-profit corporation organized under the laws of the state of Florida, whose corporate address is: 2800 NE 14<sup>th</sup> Street, Ocala, Florida 34470, FEIN # 59-3575631, (hereinafter called the SUBRECIPIENT).

**WITNESSETH:**

**WHEREAS**, on or about March 21, 2023, the parties entered into a MARION COUNTY STANDARD PROFESSIONAL SERVICES AGREEMENT (Agreement) to perform thorough child-centered and trauma informed resolutions and safety planning for child abuse victims. SUBRECIPIENT provides comprehensive services that include emergency medical examination, forensic interviewing, crisis counseling and advocacy for victims. SUBRECIPIENT needs to expand their current building to better provide the services and create more services (the "Project"); and

**WHEREAS**, COUNTY used Community Development Block Grant – CV Funds (CDBG-CV) in the amount of \$120,749.13 and Community Development Block Grant Funds (CDBG) in the amount of \$54,250.87 to provide the original \$175,000.00 that was awarded on March 21, 2023 Agreement, and only the CDBG-CV funding source was originally stated; and

**WHEREAS**, SUBRECIPIENT has requested, and COUNTY has agreed to grant, additional CDBG funding and time to complete the Project; and

**WHEREAS**, the parties seek to enter into this Amended Agreement to reflect this new understanding of funding sources, to give additional CDBG funds in the amount of \$325,000.00, and for an extension of time for the use of CDBG funds to cover all associated costs through August 30, 2025; now,

**THEREFORE, IN CONSIDERATION** of the mutual covenants and conditions contained herein, and other good and valuable consideration acknowledged by both Parties, the Parties hereto do covenant and agree as follows:

1. **INCORPORATION OF 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. **INCLUSION OF ADDITIONAL INFORMATION REQUIRED BY 2 C.F.R. § 200.332.** The Agreement is hereby amended to include the following information in accordance with 2 C.F.R. § 200.332:
  - A. The Subrecipient's name (must match the name associated with its unique entity identifier): **Marion County Children's Advocacy Center, Inc.**
  - B. The Subrecipient's unique entity identifier: **SLP1W6K1YQL3.**

- C. Federal Award Identification Number ("FAIN"): **B-20-UW-12-0019, B-21-UC-12-0019, and B-24-UC-12-0019**
- D. Federal Award Date of the award to the County: **October 1, 2024**
- E. Subaward Period of Performance Start and End Date: The Subaward period of performance shall begin on **February 21, 2023**, and shall end on **August 30, 2025**, unless terminated earlier in accordance with the provisions of the Agreement.
- F. Subaward Budget Period Start and End Date: The Subaward budget period shall begin on **February 21, 2023**, and shall end on **August 30, 2025**.
- G. Amount of Federal Funds obligated by this Amendment by the County to the SUBRECIPIENT: **Three Hundred Twenty-Five Thousand Dollars and Zero Cents (\$325,000.00)**.
- H. Total Amount of Federal Funds obligated by the COUNTY to the SUBRECIPIENT, including the amounts in this Amendment: **One Million Five Thousand Seven Hundred Twenty-Nine Dollars and Zero Cents (\$1,005,729.00)**.

Title	Year	Amount	Project
State of Florida Department of Commerce Community Development Block Grant (DEO-CDBG-CV)	2022	\$505,729.00	Expansion
Community Development Block Grant (CDBG-CV)	2023	\$120,749.13	Expansion
Community Development Block Grant (CDBG)	2023	\$54,250.87	Expansion
Community Development Block Grant (CDBG)	2024	\$325,000.00	Expansion
<b>TOTAL:</b>		<b>\$1,005,729.00</b>	

- I. Total Amount of the Federal Award committed to the SUBRECIPIENT by the COUNTY: **One Million Five Thousand Seven Hundred Twenty-Nine Dollars and Zero Cents (\$1,005,729.00)**.
- J. Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act ("FFATA"): "Kimberly Center Project" will expand and completely renovate building. SUBRECIPIENT will expand comprehensive emergency medical services to include Trauma Therapy program, Trauma Intervention and Advocacy program, Child Safety Matters Prevention program. Enable fortification of collaborative relationships in the child abuse investigations with DCF, Marion County Sheriff's Office (MCSO), and Ocala Police Department (OPD), and other law enforcement agencies within Marion County, to increase organization training capacity, and expand access to parenting resources and groups. This facility will work to support all services provided by SUBRECIPIENT's main facility and provide an expansion of their services.
- K. Contact information:
  - Name of Federal Awarding Agency and Contact Information: U.S. Department of Housing and Urban Development (HUD), 400 W. Bay Street, Suite 1015, Jacksonville, FL 32202
  - Contact Information for the County: Cheryl Martin, Director, Marion County Community Services, 2710 East Silver Springs Blvd., Ocala, Florida 34470
  - Contact Information for the Subrecipient: Dawn Westgate, Executive Director, Kimberly Center, 2800 NE 14<sup>th</sup> Street, Ocala, FL 34470

L. Assistance Listing Number and Title:

ALN #	Title	Year	Amount
14.218	State of Florida Department of Commerce Community Development Block Grant (DEO CDBG-CV)	2022	\$505,729.00
14.218	Community Development Block Grant (CDBG-CV)	2023	\$120,749.13
14.218	Community Development Block Grant (CDBG)	2023	\$54,250.87
14.218	Community Development Block Grant (CDBG)	2024	\$325,000.00
	<b>TOTAL:</b>		<b>\$1,005,729.00</b>

M. This sub-award is a program grant and not for Research and Development.

N. Indirect Cost Rate: (de minimis cost rate) maximum of 10% of direct costs if indicated in the budget.

3. **TERM AMENDED.** Paragraph 5 of the Agreement is hereby amended to read as follows:

**TERM.**

A. Unless otherwise provided herein or by Supplemental Agreement or Amendment, the provisions of this Agreement will remain in full force and effect through **August 30, 2025**.

B. The Project Services to be rendered by SUB-RECIPIENT (the "Work") will commence, subsequent to the execution of this Agreement, on the date specified in the written notice to proceed from COUNTY's Community Services Department, which will become part of this Agreement.

*[Remainder of page 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:**

**MARION COUNTY** a political subdivision  
of the State of Florida

\_\_\_\_\_  
Gregory C. Harrell, Clerk                      Date

By: \_\_\_\_\_  
Michelle Stone, Chair                      Date

FOR USE AND RELIANCE OF  
MARION COUNTY ONLY,  
APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

*for:* \_\_\_\_\_  
Matthew G. Minter                      Date  
Marion County Attorney

**WITNESS:**

**MARION COUNTY CHILDREN'S  
ADVOCACY CENTER, INC.**

\_\_\_\_\_  
Witness Signature                      Date

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

\_\_\_\_\_  
Printed Name

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Witness Address

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

\_\_\_\_\_  
Witness Signature                      Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Witness Address