

**SECOND AMENDMENT TO
AMERICAN RESCUE PLAN ACT (ARPA) GRANT AGREEMENT BETWEEN
COMMUNITY FOUNDATION FOR OCALA/MARION COUNTY, INC., AND MARION
COUNTY, FLORIDA**

THIS SECOND AMENDMENT TO AMERICAN RESCUE PLAN ACT GRANT AGREEMENT (Amendment), made and entered into by and between Marion County, a political subdivision of the State of Florida, (hereinafter called the COUNTY) and **Community Foundation for Ocala/Marion County, Inc.**, a not-for-profit corporation organized under the laws of the state of Florida, whose corporate address is 324 SE 24th Street, Ocala, Florida 34471, FEIN # 27-5098203, (hereinafter called the SUBRECIPIENT).

WITNESSETH:

WHEREAS, on or about March 1, 2022, the parties entered into an AMERICAN RESCUE PLAN ACT AGREEMENT (Agreement) for the disbursement of received funds by Marion County allocated by Section 9901 of the American Rescue Plan Act from the Coronavirus Local Recovery Fund to respond to negative economic impacts of COVID-19 through assistance to nonprofit organizations; and

WHEREAS, on or about April 5, 2022, the Parties amended the original Agreement to further define the design of the Program, and to replace the original Exhibit D with the Amended Version of Exhibit D; and

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

WHEREAS, the parties seek to enter into this Amendment to reflect this new understanding for the extension of time for the use of ARPA funds to award grants to qualified Marion County nonprofit organizations through the SUBRECIPIENT through this May 31, 2025 term; 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): **Community Foundation for Ocala/Marion County, Inc.**
 - B. The Subrecipient's unique entity identifier: **D171LAMTX3B6.**
 - C. Federal Award Identification Number ("FAIN"): **B-21-UC-12-0019**
 - D. Federal Award Date of the award to the County: **November 1, 2021**

- E. Subaward Period of Performance Start and End Date: The Subaward period of performance shall begin on **March 1, 2022**, and shall end on **May 31, 2025**, unless terminated earlier in accordance with the provisions of this Agreement.
- F. Subaward Budget Period Start and End Date: The Subaward budget period shall begin on **March 1, 2022**, and shall end on **May 31, 2025**.
- G. Amount of Federal Funds Obligated by this Agreement by the County to the Subrecipient: **Two Million Dollars and Zero Cents (\$2,000,000.00)**.
- H. Total Amount of Federal Funds Obligated by the County to the Subrecipient, including the amounts in this Agreement: **Two Million Dollars and Zero Cents (\$2,000,000.00)**.
- I. Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act ("FFATA"): Community Foundation for Ocala/Marion County, Inc. will provide assistance that includes grants, in-kind assistance, technical assistance and other services that respond to the negative economic impacts of the COVID-19 public health emergency to Marion County nonprofit organizations.
- J. 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: Lauren Deiorio, Executive Director, Community Foundation for Ocala/Marion County, Inc., 324 SE 24th, Ocala, FL 34471
- K. Assistance Listing Number and Title:

#	Title	Year	Amount
N/A			
TOTAL			N/A

- L. The amount made available under the Federal award and the Assistance Listings Number at the time of disbursement is: **Two Million Dollars and Zero Cents (\$2,000,000.00)**.
- M. This subaward 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 3 of the Agreement is hereby amended to read as follows:

TERM.

- A. This Agreement shall be effective the date of the last signature below (the "Effective Date") and shall thereafter remain in effect until May 31, 2025, unless extended by the Parties or sooner terminated as provided herein. The Subaward Period of Performance and Budget Period shall be the same as the term of this Agreement. Notwithstanding the above, provisions of this Agreement regarding legal compliance, records retention, auditing, and reporting obligations shall survive termination or expiration of the Agreement.

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

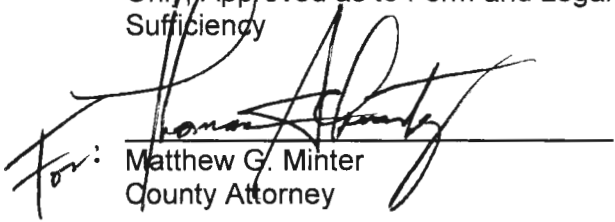
ATTEST:

MARION COUNTY, a political subdivision of the State of Florida

Gregory C. Harrell, Clerk of Court Date

Kathy Bryant, Chairman Date

For Use and Reliance of Marion County Only, Approved as to Form and Legal Sufficiency

for: 

Matthew G. Minter
County Attorney

WITNESS:



Witness Signature

Ted E. Fletcher Sr

Witness Printed Name

2710 E 55 Blvd Ocala FL 34470

Witness Address



Witness Signature

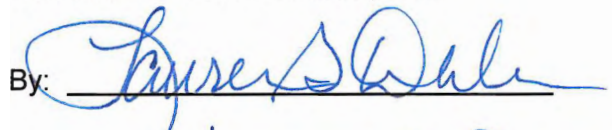
Brittiam Schulz

Witness Printed Name

2710 E Silver Springs Blvd

Witness Address
Ocala FL 34456

COMMUNITY FOUNDATION FOR OCALA/MARION COUNTY, INC.

By: 

Printed Name: LAUREN B. DEIORIO

Title: President/Executive Director

Date: 1-9-25