#### SECOND AMENDMENT TO GRANT AGREEMENT BETWEEN

### HUMANE SOCIETY OF MARION COUNTY, INC.

### <u>AND</u>

## MARION COUNTY, FLORIDA

This Second Amendment to the Grant Agreement is made and entered into this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 2024, by and between Marion County, a political subdivision of the State of Florida, with its principal place of business located at 601 SE 25<sup>th</sup> Ave., Ocala, FL 34471 (hereinafter referred to as "COUNTY") and Humane Society of Marion County, Inc., with its principal place of business located at 701 NW 14<sup>th</sup> Rd., Ocala, FL 34475 (hereinafter referred to as "RECIPIENT")(individually "Party"," collectively "Parties").

### RECITALS

WHEREAS, COUNTY and RECIPENT entered into a Grant Agreement ("Agreement") on December 19, 2023, whereby COUNTY authorized a grant of Funds (the "Grant") to RECIPIENT subject to the terms and conditions provided in the Agreement in the amount of Fifty thousand (\$50,000) Dollars (the "Award Amount") for funding to be disbursed and distributed by RECIPIENT for low-cost spay and neutering, vaccination and microchipping services to eligible low-income Marion County residents seeking RECIPIENT's assistance in connection with its animal care program (the "Program"); and

WHEREAS, COUNTY and RECIPENT entered into a First Amendment of the Grant Agreement ("First Amendment") on August 20, 2024, whereby COUNTY authorized a replenishment grant of Funds (the "Replenishment Grant") to RECIPIENT subject to the terms and conditions provided in the Agreement in the amount of **Ten thousand (\$10,000) Dollars** (the "Replenishment Award Amount") for funding to be disbursed and distributed by RECIPIENT for low-cost spay and neutering, vaccination and microchipping services to eligible low-income Marion County residents seeking RECIPIENT's assistance in connection with its animal care program (the "Program"); and

WHEREAS, the dollar amount of assistance awarded to RECIPIENT (the "Award Amount") may be further replenished by providing RECIPIENT with an additional Sixty thousand (\$60,000) Dollars in replenishment grant funding for the fiscal year commencing on October 1, 2024, by amending the Agreement depending upon the showing of need and the successful operation of RECIPIENT's Program; and

WHEREAS, RECIPIENT has demonstrated to COUNTY a satisfactory showing of continuing grant funding need and the successful operation of its Program; and

**WHEREAS,** COUNTY and RECIPIENT desire to further amend the Agreement in order to replenish RECIPIENT's Award Amount thereunder;

**NOW THEREFORE**, in consideration of the mutual covenants in this Amendment, the Agreement is amended as follows:

**SECTION 1. RECITALS.** The recitals stated above are true, correct, and incorporated herein as material provisions of this Agreement.

**SECTION 2. REPLENISHMENT.** The Agreement is hereby further amended to reflect that the dollar amount of assistance awarded to RECIPIENT (the "Award Amount") is being replenished with an additional **Sixty Thousand (\$60,000) Dollars** in replenishment grant funding, to be disbursed and distributed by RECIPIENT for continuing low-cost spay and neutering, vaccination and microchipping services to eligible low-income Marion County residents seeking RECIPIENT's assistance in connection with its animal care program.

**SECTION 3.** Except as expressly further modified herein, the Agreement shall continue in full force and effect and be binding upon the Parties thereto.

[Remainder of this page intentionally left blank; Signature page follows]

**IN WITNESS WHEREOF**, COUNTY and RECIPIENT have entered into this Agreement as of the date of the last signature below.

HUMANE SOCIETY OF MARION COUNTY, INC.

In Gressell By:

Roseann Morton President

Date: 121 202

### STATE OF FLORIDA COUNTY OF MARION

The foregoing instrument was acknowledged before me by means of  $\checkmark$  physical presence or \_\_\_\_\_\_ online notarization, this \_\_\_\_\_\_ day of \_\_\_\_\_\_ day of \_\_\_\_\_\_, 2024, by Roseann Morton as President of HUMANE SOCIETY OF MARION COUNTY, INC.

(SEAL)

Notary Public State of Florida Kirstin A Tanner My Commission HH 299386 Expires 8/10/2026 Public, State of Florida Personally Known OR Produced Identification Type of Identification Produced:

[This portion of page intentionally left blank. Signature page follows.]

# COUNTY

MARION COUNTY, FLORIDA, a political subdivision of the State of Florida, by its Board of County Commissioners

By:\_\_\_\_\_ Kathy Bryant, Chairman

**ATTEST:** 

Gregory C. Harrell, Clerk of Court and Comptroller

For use and reliance of Marlon County only, approved as to form and legal sufficiency: Matthew G. Minter, County Attorney