

**FIRST AMENDMENT TO MARION COUNTY
STANDARD PROFESSIONAL SERVICES AGREEMENT
EMERGENCY SOLUTIONS GRANT (ESG)**

THIS FIRST AMENDMENT TO MARION COUNTY STANDARD PROFESSIONAL SERVICES AGREEMENT (this "Amendment"), is made and entered into by and between **MARION COUNTY**, a political subdivision of the State of Florida, 501 SE 25th Ave., Ocala, FL 34471, ("COUNTY"), and **SAVING MERCY CORPORATION**, 3601 W. Silver Springs Blvd, Ocala, FL 34475, FEIN 81-4404138, ("SUBRECIPIENT") (singularly "Party," collectively "Parties").

WHEREAS, on or about June 5, 2020, the Parties entered into a MARION COUNTY STANDARD PROFESSIONAL SERVICES AGREEMENT (the "Agreement") whereby COUNTY provides Emergency Solutions Grant (ESG) funds as a passthrough from the Florida Department of Children and Families (DCF) to SUBRECIPIENT for a scope of work to be carried out to provide services to households experiencing homelessness, or at-risk of homelessness; and

WHEREAS, the parties seek to enter into this Amendment to reflect an increase in funding to SUBRECIPIENT for the use of ESG grant funds to cover all associated rapid rehousing and administrative costs of the program managed for individuals and households through June 30, 2025.

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. Funding.

Exhibit A, Funding and Scope of Work, to the Agreement, is hereby replaced with Exhibit A attached to this Amendment. This Amendment modifies the funding of the Agreement to allow for reimbursement to SUBRECIPIENT of allowable costs of up to **Seventeen Thousand, Five-Hundred Dollars, and Thirty-Four Cents (\$17,500.34)**. Further, the total amount of funding under the Agreement is increased from **One Hundred Seventy-Two Thousand Dollars and Zero Cents (\$172,000.00)** to **One Hundred Eighty-Nine Thousand, Five Hundred Dollars, and Thirty-Four Cents (\$189,500.34)**. Any funds remaining at the termination or expiration of this Agreement will revert to COUNTY.

3. Expenditure of ESG Funds

The period for the expenditure of Emergency Solution Grant ("ESG") Funds allocated under the Agreement shall be expended by **June 30, 2025**. There shall be no extension for the expenditure of Emergency Solution Grant ("ESG") Funds.

4. Information Required by 24 C.F.R. § 200.332 & Sub-Grant Information.

- A. The Subrecipient's name: **SAVING MERCY CORPORATION**
- B. The Subrecipient's unique entity identifier: **CK2SPCPT4E51**
- C. State Award Identification Number: PPZ61 Amendment 009
- D. State Award Date of the award to the COUNTY: July 1, 2022
- E. Subaward Period of Performance Start and End Date: The Subaward period of performance shall begin on **July 1, 2024**, and shall end on **June 30, 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 **July 1, 2024**, and shall end on **June 30, 2025**.
- G. Amount of State Funds Obligated by this Agreement by the COUNTY to the Subrecipient: **One Hundred Eighty-Nine Thousand Five Hundred Dollars, and Thirty-Four Cents (\$189,500.34)**.
- H. Total Amount of State Funds Obligated by the COUNTY to the Subrecipient, including the amounts in this Agreement: **One Hundred Eighty-Nine Thousand, Five Hundred Dollars, and Thirty-Four Cents (\$189,500.34)**.

Title	Year	Amount	Project
Emergency Solutions Grant (ESG)	2024	\$172,000.00	Homeless Prevention and Rapid Rehousing
Emergency Solutions Grant (ESG)	2024	\$17,500.34	Homeless Prevention and Rapid Rehousing
TOTAL		\$189,500.34	

- I. Total Amount of the State Award committed to the Subrecipient by the COUNTY: **One Hundred Eighty-Nine Thousand, Five Hundred Dollars, and Thirty-Four Cents (\$189,500.34)**.
- J. State award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act ("FFATA"): **Saving Mercy Corporation** will use these funds to provide housing, services, and program needs for the residents they serve through **Saving Mercy Corporation** which will provide Homeless Prevention and Rapid Rehousing Services.
- K. Contact information:
 - Name of State Awarding Agency and Contact Information: Florida Department of Children and Families, 2415 N Monroe Street, Suite 400, Tallahassee, Florida 32303
 - Contact Information for the COUNTY: Charles Rich, Community Development Administrator, Marion County Community Services, 2710 E. Silver Springs Blvd., Ocala, Florida 34471
 - Contact Information for the Subrecipient:

L. Assistance Listing Number and Title:

#	Title	Year	Amount
14.231	Emergency Solutions Grant (ESG)	2024	\$189,500.34
		TOTAL	\$189,500.34

M. The amount made available under the award and the Assistance Listings Number at the time of disbursement is **One Hundred Eighty-Nine Thousand, Five Hundred Dollars, and Thirty-Four Cents (\$189,500.34)**.

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

5. **Amendments.**

Amendments to this Agreement shall be in the form of 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.

6. **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.

WITNESS:

Lauren Blaugh
2710 E. 55 Blvd. Ocala FL 34470
FB 3-19-25

Deborah Lambcke
2710 E. 55 Blvd. Ocala, FL 34470
DL 3-19-25

ATTEST:

Gregory C. Harrell, Clerk of Court

Date: _____

SAVING MERCY CORPORATION:

By: Penny Beehler
Printed Name: Penny Beehler

Title: ED

Date: 3-19-2025

MARION COUNTY, a political subdivision of the State of Florida

By: _____
Chairman Bryant

Date: _____

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

Matthew G. Minter
COUNTY Attorney

FUNDING AND SCOPE OF WORK

- A. PURPOSE OF EMERGENCY SOLUTIONS GRANT (ESG). Provide services, and payment, as applicable and allowable, rent, utilities, and rapid rehousing deposits for the homeless, certain expenses related to operating emergency shelters, street outreach for the homeless, and homelessness prevention and rapid re-housing assistance.
- B. OBJECTIVE OF THE EMERGENCY SOLUTIONS GRANT (ESG) PROGRAM. The objective of the ESG is to provide emergency shelter to homeless persons; engage individuals living on the street through street outreach activities; provide homeless prevention services to enable those in danger of losing their home to remain stably housed; and to provide rehousing services to help those who are homeless become stably housed. Funding for this grant is by competitive application only and is not recurring.
- C. CATCHMENT AREA. For purposes of this Agreement, services shall occur within Marion COUNTY. Therefore, all eligible citizens living within Marion County shall be assisted.
- D. HOURS AND LOCATION. The location and service times of SUBRECIPIENT are:

**SAVING MERCY CORPORATION
3601 W SILVER SPRINGS BLVD.
OCALA, FL 34475**

Hours of Operation: 9:00 am to 4:30 pm

Any change in location and/or service time shall require a written request to COUNTY and approval prior to the time change.

- E. CLIENTS TO BE SERVED. Applicable definitions for individuals who are eligible for services under ESG are found in 24 CFR Part 576.2, and defined as "homeless" or "at risk of homelessness".
- F. SUBRECIPIENT agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.
- G. Funding shall not continue beyond the end date of the grant which occurs on June 30, 2025, even if the Project Participant continues to have need of the assistance. SUBRECIPIENT shall submit any claims for eligible expenses within thirty (30) days after the calendar month in which the expenses are incurred or paid by SUBRECIPIENT or COUNTY may deny payment.
- H. SUBRECIPIENT shall submit Reimbursement/Payment requests to COUNTY for actual costs invoiced to SUBRECIPIENT in carrying out the Project as described in Sections I and J.
- I. SUBRECIPIENT shall submit supporting documentation with each request for reimbursement/payment to SUBRECIPIENT in carrying out the Project as described in Section J below. COUNTY shall render approval or disapproval of services within a maximum of five (5) working days of receipt of the request for reimbursement/payment unless otherwise stated in the Agreement. A "Request for Reimbursement/Payment" form shall be provided to SUBRECIPIENT by COUNTY.

J. REIMBURSEMENT REQUEST FORM:

- a. Supporting documentation for all expenses for which reimbursement is requested, in accordance with the Rollup Packet and Backup Documentation
- b. Client tracking software with HMIS number
- c. HMIS Caper Report
- d. Invoice & Match Report

K. Should SUBRECIPIENT fail to submit adequate supporting documentation with each request for reimbursement/payment as required by COUNTY in a timely manner, COUNTY may disapprove the request.

L. Within thirty (30) days after completion of all services to be performed by it, SUBRECIPIENT shall render a final and complete statement to COUNTY of all costs and charges for services not previously invoiced. COUNTY shall not be responsible for payments of any charges, claims, or demands of SUBRECIPIENT not received within said thirty (30) day period; however, such time may be extended in COUNTY's discretion not to exceed a period of ninety (90) days, provided the delay in its submission is not occasioned by any fault or negligence of SUBRECIPIENT.

M. SERVICE TASKS. The tasks to be performed under this Agreement must comply with the written standards and all applicable rules, regulations, and policies related to the ESG program. The following are allowable activities under this Agreement, as defined in 24 CFR Part 576, Subpart B.

N. PERFORMANCE MEASURES. Should SUBRECIPIENT be unable to meet the required deliverables as outlined by DCF, any penalty assessed to COUNTY for failure to meet deliverables will be passed through to the SUBRECIPIENT as referenced in Exhibit B. As referenced in Exhibit E Original Contract. This does include all Terms and Conditions Governing Performance outlined within the first 17 pages of the DCF Unified Contract. This does include all Terms and Conditions Governing Performance outlined within the first 17 pages of the DCF Unified Contract.

HOMELESS PREVENTION. See (24 CFR Part 576.103) ESG funds may be used to provide housing relocation and stabilization services and short- and/or medium-term rental assistance as necessary to prevent an individual or family from moving into an emergency shelter or another place described in paragraph (1) of the "homeless" definition in 24 CFR Part 576.2. This assistance, referred to as homeless prevention may be provided to individuals and families who meet the criteria under the "at-risk homelessness" definition, or who meet the criteria in paragraphs (2), (3), or (4) of the "homeless" definition in § 576.2 and who have an annual income below 30 percent (30%) of median family income for the area, as determined by HUD. The cost of homelessness prevention is only eligible to the extent that the assistance is necessary to help the program participant regain stability in that housing. Homelessness Prevention must be provided in accordance with the housing relocation and stabilization services requirements in § 576.105, the short- and medium-term rental assistance requirements in § 576.106, and the written standards and procedures established under § 576.400.

RAPID REHOUSING. See (24 CFR Part 576.104) ESG funds may be used to provide housing relocation and stabilization services and short- and/or medium-term rental assistance as necessary to help a homeless individual or family move as quickly as possible into permanent housing and achieve stability in that housing. This assistance, referred to as homeless prevention and rapid re-housing assistance, may be provided to program participants who meet the criteria under paragraph (1) of the "homeless" definition in § 576.2 or who meet the criteria under paragraph (4) of the "homeless" definition, and live in an emergency shelter or other place described in paragraph (1) of the "homeless" definition. The homeless prevention and rapid re-housing assistance must be provided

in accordance with the housing relocation and stabilization services requirements in § 576.105, the short- and medium-term rental assistance requirements in § 576.106, and the written standards and procedures established under § 576.400.

HOUSING RELOCATION AND STABILIZATION SERVICES. See (24 CFR Part 576.105) ESG Funds may be used to provide financial assistance costs, rental application fees, security deposits, last month's rent, utility deposits, utility payments, moving costs, services costs, housing search and placement, housing stability case management, maximum amounts and periods of assistance, use with other subsidies, and housing counseling.

O. FUNDING FOR SERVICE TASKS

Homeless Prevention & Rapid Rehousing Eligible Costs		July 1, 2024 – June 30, 2025
Essential Services	Financial Assistance, Rental Assistance (Tenant-Based), Housing Search and Placement, Case Management with written documentation, and Staff Costs.	\$180,025.31
Administration Eligible Costs		
Essential Supplies	Computer Expense, Office Supply Expense, Security Expense in accordance with expenditures approved.	\$9,475.03
Total:		\$189,500.34

Funds may be moved within the Service Tasks categories in accordance with program needs.