# HUMANE SOCIETY OF MARION COUNTY, INC.

### AND

## MARION COUNTY, FLORIDA

This First Amendment to the Grant Agreement is made and entered into this August, 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 RECIPIENT entered into a Grant Agreement ("Agreement") on <u>December 19</u>, 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, the dollar amount of assistance awarded to RECIPIENT (the "Award Amount") may be replenished by providing RECIPIENT with an additional Ten thousand (\$10,000) Dollars in grant funding, 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 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 amended to reflect that the dollar amount of assistance awarded to RECIPIENT (the "Award Amount") is being replenished with an additional **Ten Thousand (\$10,000) Dollars** in 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. DELETION.** Section 5.6 of the Agreement is hereby deleted in its entirety.

**SECTION4**. Except as expressly 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.
By: Bon mu bu Pres del
Roseann Morton President
Date: 8 13 2024
STATE OF FLORIDA
COUNTY OF MARION
The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this day of, 2024, by Roseann Morton as President of HUMANE SOCIETY OF MARION COUNTY, INC.
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  Notary 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

Michelle Stone, Chairman

ATTEST:

Gregory C. Harrell, Clerk of Court

and Comptroller

For use and reliance of Marion County only, approved as to form and legal sufficiency:

Matthew G. Minter, County Attorney