

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

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 the **CITY OF OCALA, a Florida municipal corporation**, 110 SE Watula Avenue, Ocala, FL 34471, FEIN 59-6000392, ("SUBCONTRACTOR") (singularly "Party," collectively "Parties").

**WHEREAS**, on or about May 4, 2021, the Parties entered into a MARION COUNTY STANDARD PROFESSIONAL SERVICES AGREEMENT (the "Agreement") whereby COUNTY provides Emergency Solutions Grant – CARES Act (ESG-CV) funds to SUBCONTRACTOR 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 this new understanding for the extension of time for use of ESG-CV grant funds to cover all associated homeless prevention, rapid rehousing, street outreach, and administrative costs of the program managed for individuals and households through this September 30, 2023, term.

**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 B*, Funding and Scope of Work, to the Agreement is hereby replaced with the *Exhibit B* attached to this Amendment. This Amendment modifies the funding and scope of work of the Agreement to allow for reimbursement to SUBCONTRACTOR of allowable costs of up to **Sixty-Five Thousand Dollars and Zero Cents (\$65,000.00)** associated with addition of an Outreach/Referral Specialist to the City's Office of Homeless Prevention and **Twenty-Seven Thousand Dollars and Zero Cents (\$27,000.00)** for a vehicle and laptop to assist the department be more proactive, consistent, and effective in assisting the county's most vulnerable citizens. Further, the total amount of funding under the Agreement is reduced from **Two Hundred Fifty Thousand Dollars and Zero Cents (\$250,000.00)** to **One Hundred Seventeen Thousand Dollars and Zero Cents (\$117,000.00)**. Any funds remaining at the termination or expiration of this Agreement will revert to COUNTY.

### 3. Extension for Expenditure of ESG-CV Funds

The period for the expenditure of Emergency Solution Grant CARES Act ("ESG-CV") Funds allocated under the Agreement shall be extended from **September 30, 2021**, to **September 30, 2023**. There shall be no similar extension for the expenditure of Emergency Solution Grant ("ESG") Funds. SUBCONTRACTOR may be reimbursed for eligible project expenses retroactive to **September 30, 2021**, including administrative expenses for one (1) new Outreach Referral Specialist to mitigate the effects of COVID-19.

### 4. Information Required by 2 C.F.R. § 200.332.

- A. The Subrecipient's name: **City of Ocala**
- B. The Subrecipient's unique entity identifier: **UB1YHBV4B5T8**
- C. Federal Award Identification Number ("FAIN"): **E-20-UW-12-0019**
- D. Federal Award Date of the award to the County: **October 1, 2020**
- E. Subaward Period of Performance Start and End Date: The Subaward period of performance shall begin on **May 4, 2021**, and shall end on **September 30, 2023**, 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 **May 4, 2021** and shall end on **September 30, 2023**.
- G. Amount of Federal Funds Obligated by this Agreement by the County to the Subrecipient: **One Hundred Seventeen Thousand Dollars and Zero Cents (\$117,000.00)**.
- H. Total Amount of Federal Funds Obligated by the County to the Subrecipient, including the amounts in this Agreement: **One Hundred Seventeen Thousand Dollars and Zero Cents (\$117,000.00)**.

Title	Year	Amount	Project
Emergency Solutions Grant (ESG-CV)	2020	\$117,000	Street Outreach
<b>TOTAL</b>		<b>\$117,000</b>	

- I. Total Amount of the Federal Award committed to the Subrecipient by the County: **One Hundred Seventeen Thousand Dollars and Zero Cents (\$117,000.00)**.
- J. Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act ("FFATA"): **City of Ocala** will provide street outreach services to include engagement, transportation, emergency health services, case management, child care, education services, employment assistance and job training, outpatient health services, legal services, life skills training, substance abuse treatment services, emergency shelter, and services for special populations such as motel vouchers.
- 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: Charles Rich, Community Development Administrator, Marion County Community Services, 2710 E. Silver Springs Blvd., Ocala, Florida 34471
- Contact Information for the Subrecipient: James Haynes, Director, City of Ocala, 201 SE 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor, Ocala, Florida 34471

L. Assistance Listing Number and Title:

#	Title	Year	Amount
14.231	Emergency Solutions Grant (ESG-CV)	2020	\$117,000
	<b>TOTAL</b>		<b>\$117,000</b>

- M. The amount made available under the Federal award and the Assistance Listings Number at time of disbursement is: **One Hundred Seventeen Thousand Dollars and Zero Cents (\$117,000.00).**
- N. This subaward is a program grant and not for Research and Development.
- O. Indirect Cost Rate: (de minimis cost rate) maximum of 10% of direct costs if indicated in the budget.

**5. Amendments.**

Amendments to this Agreement shall be in the form of a 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.

**ATTEST:**

**CITY OF OCALA**

\_\_\_\_\_  
City Clerk

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

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

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

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

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

**Approved as to form and legality**

\_\_\_\_\_  
William E. Sexton, City Attorney

**ATTEST:**

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

\_\_\_\_\_  
Gregory C. Harrell, Clerk of Court

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

By: \_\_\_\_\_  
Craig Curry, Chairman

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

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

  
\_\_\_\_\_  
Matthew G. Minter  
County Attorney

**EXHIBIT B**  
**FUNDING AND SCOPE OF WORK**

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- A. **Purpose of Emergency Solutions Grant (ESG).** Pursuant to 24 CFR Part 576, provide services and payment, as applicable and allowable, for the rehabilitation or conversion of buildings for use as emergency shelter for the homeless, certain expenses related to operating emergency shelters, essential services related to emergency shelters and street outreach for the homeless, and homelessness prevention and rapid re-housing assistance.
- B. **Objective of the Emergency Solutions Grant (ESG-CV) 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 re-housing 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.
- D. **Hours and Location.** The location and service times of SUBCONTRACTOR are:

**City of Ocala**  
201 SE 3rd Street, 2nd Floor  
Ocala, FL 34471

**Hours of Operation: 8:00 am to 5:00 pm**

Any change in location and/or service time shall require a written request to COUNTY and an 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. SUBCONTRACTOR 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 September 30, 2023, even if the Project Participant continues to have need of the assistance.

- H. SUBCONTRACTOR shall submit any claims for eligible expenses within thirty (30) days after the calendar month in which the expenses are incurred or paid by SUBCONTRACTOR or COUNTY may deny payment.
- I. SUBCONTRACTOR shall submit Reimbursement/Payment requests to COUNTY using the following guidelines:
- J. SUBCONTRACTOR shall submit supporting documentation (listed below) with each request for reimbursement/payment for actual costs invoiced to SUBCONTRACTOR in carrying out the Project as described in Section I above. COUNTY, through the Department, 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 SUBCONTRACTOR by the Department. Documents to be submitted are as follows:
  - K. Reimbursement Request Form;
    - a. Supporting documentation for all expenses for which reimbursement is requested, in accordance with the Backup Documentation Guide
    - b. Client Tracker with HMIS number
- L. Should SUBCONTRACTOR fail to submit adequate supporting documentation with each request for reimbursement/payment as required by COUNTY in a timely manner, COUNTY through the Department may disapprove the request.
- M. Within thirty (30) days after completion of all services to be performed by it, SUBCONTRACTOR 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 SUBCONTRACTOR not received within said thirty (30) day period; however, such time may be extended in COUNTY 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 SUBCONTRACTOR.
- N. 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-CV program. The following are allowable activities under this Agreement, as defined in 24 CFR Part 576, Subpart B.

**Street Outreach Component.** See 24 CFR Part 576.101. ESG funds may be used for costs of providing essential services necessary to reach out to unsheltered homeless people; connect them with emergency shelter, housing, or critical services; and provide urgent, non-facility- based care to unsheltered homeless people who are unwilling or unable to access emergency shelter, housing, or an appropriate health facility. For the purposes of this section, the term "unsheltered homeless people"

means individuals and families who qualify as homeless under paragraph (1)(i) of the "homeless" definition under 24 CFR Part 576.2. The eligible costs and requirements for essential services consist of the following as defined in 24 CFR Part 576.101: engagement, case management, emergency health services, emergency mental health services, transportation, and services for special populations and is expanded to include the addition of a new Outlook Referral Specialist for the term of the agreement.

**Emergency Shelter Component.** See (24 CFR Part 576.102). ESG funds may be used for costs of providing essential services to homeless families and individuals in emergency shelters, renovating buildings to be used as emergency shelter for homeless families and individuals, and operating emergency shelters. The eligible costs and requirements consist of the following as defined in 24 CFR Part 576. 102: essential services, including but not limited to, case management, child care, education services, employment assistance and job training, outpatient health services, legal services, life skills training, mental health services, substance abuse treatment services, transportation, and services for special populations; renovation; shelter operations; and assistance required under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970.

#### O. FUNDING FOR SERVICE TASKS

<b>Street Outreach Eligible Costs</b>		<b>September 30, 2021 – September 30, 2023</b>
One (1) New Outreach Referral Specialist		\$65,000
Vehicle		\$25,000
Laptop		\$2,000
<b>Total</b>		<b>\$92,000</b>

<b>Emergency Shelter Eligible Costs</b>		<b>October 1, 2020 – September 30, 2023</b>
Essential Services	Case Management, Child Care, Education Services, Employment Assistance and Job Training, Outpatient Health Services, Legal Services, Life Skills Training, Mental Health Services, Substance Abuse Treatment Services, Transportation, and Services for Special Populations such as Motel Vouchers.	\$ 25,000
<b>Total</b>		<b>\$25,000</b>

**TOTAL PROJECT AWARD \$ 117,000**

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