

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT ("First Amendment"), is entered into by and between **MARION COUNTY**, a political subdivision of the State of Florida, 601 SE 25th Ave., Ocala, FL 34470 ("Lessor") and **MARION COUNTY VETERANS HELPING VETERANS, INC.**, a Florida not-for-profit corporation, 2730 E. Silver Springs Blvd., Unit 200, Ocala, FL 34470 ("Lessee").

RECITALS

- A. On or about August 2, 2016, the parties entered into a Marion County Standard Professional Services Agreement, Community Development Block Grant Program (the "Agreement"), whereby Lessee would provide to Lessor certain services, including the operation of The Veterans Resource Center (the "Center"), and Lessor would provide to Lessee certain benefits through the federally funded Community Development Block Grant Program, for which Lessor acts as an administrator.
- B. As part of the consideration for the Agreement, Lessor agreed to lease to Lessee rent free certain real property owned by Lessor more fully described therein and bearing an address of 2730 E. Silver Springs Blvd., Unit 200, Ocala, FL 34470 (the "Property") for the purposes of operating the Center. A signed copy of the lease between the parties was attached and incorporated into the Agreement as Exhibit "C" thereto (the "Lease").
- C. In paragraph "3" of the Lease, Lessor agreed to pay for electric utilities to the Property for a period of up to two (2) years following commencement of Lessee's initial occupancy of the Property. Said two (2) year period has an expiration date of May 31, 2019.
- D. Lessor recognizes the important not-for-profit work of Lessee and the many valuable services the Center has provided veterans. Lessor desires to support the continued success of Lessee and the Center. As part of this support, Lessor agrees to extend Lessor's responsibility for the payment of electric utilities to the Property for an additional period of three (3) years, commencing upon the full execution of this Amendment and expiring on May 31, 2022. Further, Lessor agrees that upon expiration of said extension, the parties may consider extending Lessor's responsibility for payment of electric utilities to the Property for an additional time period.

AGREEMENT

NOW, THEREFORE, for and in consideration for the mutual covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee agree as follows:

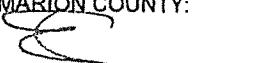
1. Recitals. The Recitals are restated and incorporated herein by reference.
2. Amendment. This First Amendment shall be binding upon and inure to the benefit of the successors and assigns of Lessor and Lessee. The terms and provisions of the Agreement not specifically modified by this First Amendment shall remain in full force and effect and shall not be construed to have been modified, waived, discharged or otherwise altered by this First Amendment. The terms and provisions of the Agreement, including the Lease found at Exhibit "C" thereto, are incorporated herein by reference as if fully stated herein.
3. Payment of Electricity. Lessor shall hereafter be responsible to pay for electric utilities to the Property for a period of three (3) years, commencing upon full execution of this Amendment and expiring on May 31, 2022. Upon expiration of said three (3) year period, the parties may consider extending Lessor's responsibility for payment of electric utilities to the Property for an additional time period.

IN WITNESS WHEREOF, this First Amendment has been executed and delivered by Lessor and Lessee on the date of the last signature below.

ATTEST:



David R. Ellspermann
Clerk of the Court
Date: June 4, 2019

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
FOR RELIANCE SOLELY
BY MARION COUNTY:


Elizabeth Alt
Senior Assistant County Attorney

LESSOR:
MARION COUNTY, A POLITICAL
SUBDIVISION OF THE STATE OF FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS
By: 

Michelle Stone
Chairman
Date: June 4, 2019

LESSEE:
MARION COUNTY VETERANS HELPING
VETERANS, INC.
a Florida not-for-profit corporation


By: 

Print name: Jeffrey L. Wether
Title: ED
Date: 5-22-19