



Marion County

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File #:	2024-15021		
Type:	Consent	Status:	Agenda Ready
File created:	5/1/2024	Meeting Body	Board of County Commissioners
On agenda:	5/21/2024	Final action:	
Title:	Request Approval of First Amendment to Marion County Standard Professional Service Agreement New Construction Project Dated March 5, 2024 Between Marion County and Habitat for Humanity of Marion County, Inc. (Budget Impact - None)		
Attachments:	1. LRM 2024-371 , 2. First Amendment , 3. Release of Right of Reverter , 4. HABITAT FULLY EXECUTED CONTRACT 3.5.24 , 5. Location Map 9037-1209-06		

[Text](#)**SUBJECT:**

Request Approval of First Amendment to Marion County Standard Professional Service Agreement New Construction Project Dated March 5, 2024 Between Marion County and Habitat for Humanity of Marion County, Inc. (Budget Impact - None)

INITIATOR:

Cheryl Martin, Director

DEPARTMENT:

Community Services

DESCRIPTION/BACKGROUND:

On November 14, 2023, Habitat for Humanity of Marion County, Inc. (Habitat) submitted a proposal to Community Services for State Housing Initiative Partnership (SHIP) funding for the construction of six (6) single-family homes on six surplus properties designated for affordable housing per Resolution Number 22-R-252. This will provide families and individuals in Marion County with affordable housing options.

The County approved an Agreement on March 5, 2024, to construct the six (6) single-family homes on the surplus properties. It has been determined that one (1) of the properties (Parcel Number 8009-1265-06) conveyed pursuant to the Marion County Standard Professional Services Agreement, executed on March 5, 2024, is not zoned accordingly for residential.

- County shall receive from Habitat ownership of Parcel Number 8009-1265-06 by means of Release of Right of Reverter, RETURNED PROPERTY;
- Habitat shall receive from County ownership of Parcel Number 9037-1209-06, REPLACED PROPERTY.

Also, under Consent is a secondary agenda item from the County Engineer transferring 9037-1209-06 to Habitat.

BUDGET/IMPACT:

None

RECOMMENDED ACTION:

Motion to approve and authorize the Chairman and Clerk to execute all necessary documentation associated with the First Amendment to Marion County Standard Professional Services Agreement between Marion County and Habitat for Humanity of Marion County, Inc.



LEGAL REQUEST MEMORANDUM (LRM)

From: (Name) Gonzalez Abigail (Dept) Community Services - 1025 ☒
(Title) Client Service Specialist (Phone) 352-671-8779
Signature [Signature] Date 4/19/24

The Office of the County Attorney is requested to provide legal assistance as detailed in this legal request and supporting documents (attached).

Request for: ☐ New Document ☐ Review & Comment ☐ RESUBMIT LRM No.
☒ Approve as to Form ☐ Other

Description of Request

Approval of the First Amendment of Marion County Standard Professional Service Agreement New Construction Project with Habitat for Humanity to remove PID 8009-1265-06 and replace it with PID 9037-1209-06.

Approval of Release of Right of Reverter to revert PID 8009-1265-06 back to the County that was conveyed to Habitat under Resolution 24-R-84. Office of the County Engineer will be doing a new resolution and Statute 125 Deed to convey a new PID to Habitat.

For more information or discussion, contact: ☒ Same as above
(Name) (Title) (Phone)
Last First

Agenda Item? ☒ Yes ☐ No Agenda Date: May 21, 2024
Agenda Deadline Date for Legal: April 26, 2024 Agenda Deadline Date for Admin:

Note: Please allow a MINIMUM of 5 working days BEFORE deadlines for LRM to be completed.

DO NOT COMPLETE - Office of the County Attorney use ONLY

LRM No. 2024-371

Assigned to: ☐ Matthew Guy Minter, County Attorney ☐ Dana E. Olesky, Chief Asst. County Attorney ☒ Thomas Schwartz, Asst. County Attorney ☐ Valdoston Shealey, Asst. County Attorney

Outcome:

☒ Approved as to form and legal sufficiency
☐ Approved with revisions: ☐ Suggested ☐ Completed
☐ Other:

Date Received:

RECEIVED

By Marion County Attorney- AT at 9:20 am, Apr 22, 2024

Attorney Signature: [Signature] Date 4/22/24

Staff Signature: Ashlynn Yuck Date: 4/22/24 Returned: ☒ Department ☐ Admin ☐ Completed

**FIRST AMENDMENT
MARION COUNTY
STANDARD PROFESSIONAL SERVICE AGREEMENT
NEW CONSTRUCTION PROJECT**

In accordance with the agreement entitled "Marion County Standard Professional Services Agreement, New Construction Project, dated March 5, 2024, (the "Agreement") this First Amendment to the Agreement (this "Amendment") is made and entered into by and between **Habitat for Humanity of Marion County, Inc.** whose address is 1321 SE 25th Loop, Suite 103, Ocala, FL 34471 a not-for-profit corporation organized under the laws of the State of Florida; possessing FEIN **59-2992077**, (hereinafter referred to as "SPONSOR") and Marion County, a political subdivision of the State of Florida, 601 SE 25th Avenue, Ocala, FL, 34471, (hereinafter referred to as "COUNTY").

WITNESSETH

WHEREAS, pursuant to the Agreement, COUNTY conveyed surplus properties to SPONSOR for use in developing affordable housing; and

WHEREAS, SPONSOR has determined that among the properties conveyed the property bearing Marion County Property Appraiser ID 8009-1265-06 is not economically feasible for its purposes; and

WHEREAS, SPONSOR seeks to convey back to COUNTY parcel ID 8009-1265-06; and

WHEREAS, the Parties agree that COUNTY shall convey to SPONSOR a different parcel to be used by SPONSOR as set forth in the Agreement; and

WHEREAS, the parties wish to alter the terms of the Agreement to reflect this new understanding.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, COUNTY and SPONSOR hereto agree as follows:

1. **Incorporation of Recitals & Exhibits.** The Parties confirm and agree that the above Recitals are true and correct, and incorporate their terms and provisions herein for all purposes.

2. **Part of the Agreement.** This Amendment shall be deemed to amend and become part of the Agreement.
3. **Conveyance SPONSOR to COUNTY.** Contemporaneous with entry of this Amendment, COUNTY shall receive from SPONSOR ownership of Parcel ID 8009-1265-06 ("RETURNED PROPERTY") described as:
SEC 08 TWP 16 RGE 21
PLAT BOOK O PAGE 164
MARION OAKS UNIT 9
BLK 1265 LOT 6
4. **Conveyance COUNTY to SPONSOR.** Contemporaneous with entry of this Amendment, SPONSOR shall receive from COUNTY ownership of Parcel ID 9037-1209-06 ("REPLACED PROPERTY") described as:
SEC 35 TWP 16 RGE 24
PLAT BOOK J PAGE 320
SILVER SPRINGS SHORES UNIT 37
BLK 1209 LOT 6
5. **Terms.** All references in the Agreement to the RETURNED PROPERTY, as defined above, are deleted and replaced by the REPLACED PROPERTY, as defined above.
6. **In Full Force.** All provisions of the Agreement not specifically amended herein shall remain in full force and effect. Specifically, the funding provided in the Agreement is in no way altered by this Amendment.

(Remainder of page 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.

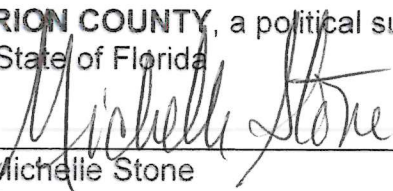
ATTEST:



Gregory C. Harrell
Clerk of Court

Date: May 21, 2024

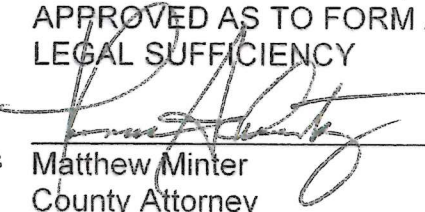
MARION COUNTY, a political subdivision of
the State of Florida

By: 

Michelle Stone
Chair

Date: May 21, 2024

FOR USE AND RELIANCE OF
MARION COUNTY ONLY,
APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

For: 

Matthew Minter
County Attorney

WITNESS:




Signature 4/26/24
Date

Abigail Gonzalez

Printed Name

WITNESS:

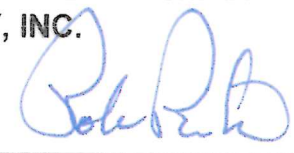


Signature 4/26/24
Date

Dana R. Ammann

Printed Name

HABITAT FOR HUMANITY OF MARION
COUNTY, INC.

By: 

Printed Name: Rob Peters

Its: President and CEO

Date: 4/26/24