



Marion County

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Details

File #:	2025-19536		
Type:	Consent	Status:	Agenda Ready
File created:	6/17/2025	Meeting Body	Board of County Commissioners
On agenda:	7/1/2025	Final action:	
Title:	Request Approval of Second Amendment of Marion County Standard Professional Service Agreement New Construction Project Between Habitat for Humanity of Marion County, Inc. and Marion County (Budget Impact - None)		
Attachments:	1. LRM 2025-519 , 2. SECOND AMENDMENT , 3. EXECUTED 1ST AMENDMENT 5.21.24 , 4. EXECUTED ORIGINAL CONTRACT 3.5.24		

Text

SUBJECT:

Request Approval of Second Amendment of Marion County Standard Professional Service Agreement New Construction Project Between Habitat for Humanity of Marion County, Inc. and Marion County (Budget Impact - None)

INITIATOR:

Cheryl Butler, 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 surplus properties designated for affordable housing under Resolution No. 22-R-252. The original agreement, approved by the Board on March 5, 2024, provided Habitat with SHIP loan funding not to exceed \$180,000 per home, with a sales price cap of \$200,000 per home. The agreement included \$30,000 in down payment and closing cost assistance per homebuyer as part of the build price.

On May 21, 2024, the Board approved the first amendment to the agreement to accommodate a parcel swap after one of the originally conveyed parcels was determined not to be zoned for residential use.

The Second Amendment now presented for Board consideration continues to build upon the original project approved on November 14, 2023. This amendment seeks to modify the original agreement by increasing the down payment and closing cost assistance from \$30,000 to \$50,000 per homebuyer.

This adjustment is intended to enhance affordability and ensure long-term housing stability for the income-qualified families purchasing these homes.

All other terms and conditions of the original agreement remain in effect, including Habitat's obligation to construct each home to required standards, maintain affordability guidelines, and meet income eligibility requirements.

BUDGET/IMPACT:

None

RECOMMENDED ACTION:

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



LEGAL REQUEST MEMORANDUM (LRM)

RECEIVED

JUN 13 2025

COMMUNITY SERVICES

From: (Name) Gonzalez Abigail (Dept) Community Services - 1025 ☐
(Title) CSS (Phone) 8779
Signature [Signature] Date 6/12/2025

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

Request for: ☐ Draft Document ☒ Approve as to Form ☐ RESUBMIT LRM No. _____
☐ Legal Opinion ☐ Other

Description of Request

Second amendment on New Construction contract with Habitat for Humanity to increase the amount of down payment and closing costs from \$30,000 to \$50,000. The overall funding amount will not need to be increased.

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

Agenda Item? ☒ Yes ☐ No Agenda Date: July 1, 2025
Agenda Deadline Date for Legal: 6/19/2025 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. 2025-519

Assigned to: ☐ Matthew Guy Minter, County Attorney ☐ Dana E. Olesky, Chief Asst. County Attorney ☐ Linda Blackburn, 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 3:07 pm, Jun 12, 2025

Attorney Signature: [Signature] Date: 6/12/25

Staff Signature: [Signature] Date: 6/12/25 Returned: ☒ Department ☐ Admin ☐

Completed

**SECOND 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 Second 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, the Parties desire to increase the Purchase Assistance award amount provided to income eligible applicants who will purchase the home; 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 Second Amendment shall be deemed to amend and become part of the Agreement.
3. **Terms.** All references in the Agreement to the Purchase Assistance of Thirty Thousand Dollars and Zero Cents (\$30,000.00), as defined above, are deleted and replaced by Purchase Assistance up to Fifty Thousand Dollars and Zero Cents (\$50,000.00), as defined above.

4. **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 Second Amendment by their duly authorized officers on the date of the last signature below.

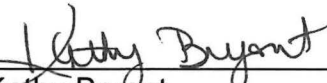
ATTEST:



Gregory C. Harrell
Clerk of Court

Date: July 1, 2025


MARION COUNTY, a political subdivision of the State of Florida

By: 

Kathy Bryant
Chair

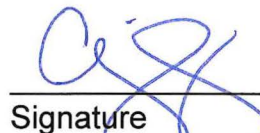
Date: July 1, 2025

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



Matthew Minter
County Attorney

WITNESS:



Signature

6/17/25
Date

Abigail Gonzalez

Printed Name

WITNESS:



Signature

6/17/25
Date

Vanessa Tucker

Printed Name

**HABITAT FOR HUMANITY OF MARION
COUNTY, INC.**

By: 

Printed Name: Rob Peters

Its: President and CEO

Date: 6/17/25