

MARION COUNTY
STANDARD PROFESSIONAL FACILITIES AND IMPROVEMENTS AGREEMENT
Community Development Block Grant Program

THIS MARION COUNTY STANDARD PUBLIC FACILITIES AND IMPROVEMENTS AGREEMENT, made and entered by and between **Marion COUNTY**, a political subdivision of the State of Florida, (hereinafter called the "COUNTY") and **Transitions Life Center & Community, Inc.**, a not-for-profit corporation organized under the laws of the State of Florida, whose address is 3360 NW Gainesville Rd, Ocala FL 34475 (mailing PO Box 236, Ocala FL 34478), FEIN # 45-5387311, (hereinafter called the "SUB-GRANTEE").

WITNESSETH:

WHEREAS, the primary Community Development goals of the COUNTY's Five Year Consolidated Plan for funding through the U.S. Department of Housing and Urban Development ("HUD") is to develop viable communities by providing decent housing, a suitable living environment and expanding economic opportunities, principally for persons of low and moderate income; and

WHEREAS, COUNTY's Board of County Commissioners approved the **2019-2020 Action Plan** certifying COUNTY's compliance with Community Development Block Grant ("CDBG") regulations and specifying projects to be funded under those grants; and

WHEREAS, **Transitions Life Center & Community, Inc.**'s construction of a Community Center (the "Project") was approved as a Project in the Annual Action Plan and is in keeping with and works to further the goals and objectives of COUNTY's Five Year Consolidated Plan to benefit low-and moderate-income persons and the national objectives described in 24 CFR § 570.208; and

WHEREAS, it is necessary for COUNTY and SUB-GRANTEE to enter into an Agreement for the implementation of this Project; and

WHEREAS, COUNTY's Community Services Department ("Department") administers the CDBG program on behalf of the COUNTY, now therefore,

IN CONSIDERATION of the mutual covenants and conditions contained herein, and other good and valuable consideration acknowledged by both parties, the parties hereto do covenant and agree as follows:

1. **STANDARD TERMS.** The Parties mutually agree to abide by the Standard Terms, attached hereto as *Exhibit A*, with the exception of the following non-applicable sections:

No exceptions are incorporated by reference and made a part of this Agreement.

2. **FUNDING.** COUNTY agrees to reimburse the SUB-GRANTEE for allowable costs, not to exceed **Two Hundred Six Thousand Seven Hundred Dollars and Zero Cents (\$206,700.00)**, as detailed in *Exhibit B*. SUB-GRANTEE represents that in addition to the grant funds provided herein, SUB-GRANTEE has the sum of **One Hundred Forty Seven Thousand Sixty Four Dollars and Zero Cents (\$147,064.00)** in cash and in-kind donations (hereafter "In-Hand Funding"). SUB-GRANTEE agrees to apply the In-Hand Funding to the Project. Records of such application of the In-Hand Funding shall be provided to COUNTY upon request. All In-Hand Funding designated for Phase 1 shall be exhausted prior to the final release of the 10% grant funds retained.
3. **SERVICES AND PERFORMANCE.** The Parties mutually agree to furnish, each to the other, the respective services, information and items as detailed in *Exhibits A and B*.
4. **PROJECT SITE.** The Project shall improve real property owned by SUB-GRANTEE located at the 3200 block of NW Gainesville Road in Ocala, Florida and described in *Exhibit C* hereto, (the "Project Site") in accordance with the construction described as Phase One in the Ground Lease for Transitions Life Center & Community, Inc. and the City of Ocala, dated November 3, 2015, a copy of which is attached hereto as *Exhibit D*, and any amendments thereto.
5. **TERM.**
 - A. Unless otherwise provided herein or by Supplemental Agreement or Amendment, the provisions of this Agreement will remain in full force and effect through **October 30, 2025**. The term of performance under this Agreement for the services shall commence upon receipt of written notification to SUB-GRANTEE to proceed (see subsection "B" below).
 - B. The eligible period for reimbursement of allowable costs for the Project services to be rendered by SUB-GRANTEE will commence on October 1, 2020.
 - C. The Parties agree that performance of the Project is comprised of two (2) phases, to wit: Phase One – Acquisition/Construction/Renovation and Phase Two – Reporting/Monitoring. SUB-GRANTEE shall complete its obligations in Phase One of the Agreement on or before **October 30, 2021**. SUB-GRANTEE shall complete its obligations in Phase Two of this Agreement on or before **October 30, 2025**.
6. **INSURANCE.** SUB-GRANTEE will maintain general liability insurance as set forth in Section 4 of *Exhibit A*.

7. **SUBCONTRACTS.** Sub-contracts(s) are authorized under this Agreement in accordance with Section 1 of *Exhibit A*.
8. **MISCELLANEOUS.**
 - A. Reference in this Agreement to Director will mean the Department of Community Services Director.
 - B. The following attachments are hereby incorporated into this Agreement as part hereof as though fully set forth herein.

Exhibit A –Standard Terms

Exhibit B – Funding and Scope of Work

Exhibit C – Legal Description

Exhibit D – Ground Lease for Transitions Life Center & Community Inc. with the City of Ocala (11/03/2015)

Exhibit E – HUD Income Limits Chart

Exhibit F – Special Warranty Deed with the City of Ocala (01/16/2018)

Exhibit G – Settlement Statement HUD-1 (05/16/2018)

IN WITNESS WHEREOF, the Parties have entered into this Agreement by their duly authorized officers on the date of the last signature below.

ATTEST:

MARION COUNTY, A POLITICAL
SUBDIVISION OF THE STATE OF FLORIDA

Gregory C. Harrell, Clerk

Date: _____

By: _____

Printed Name: Jeff Gold

Its: Chairman

Date: _____

Approved as to Form and Legal Sufficiency

p.p. / *M. Ward*

Matthew Minter, Marion County Attorney

WITNESS:

Transitions Life Center & Community, Inc.

Lucy A. Martelli Johnson
Signature

Lucy A. Martelli Johnson
Printed Name

Nicholas Bennett
Signature

Nicholas Bennett
Printed Name

By: *James Darren Ritch*

Printed Name: James Darren Ritch

Title: Board President

Date: 2-8-2021