

**FIRST AMENDMENT TO  
SPECIFIC PERFORMANCE AGREEMENT  
WITH WESTCARE GULF COAST-FLORIDA, INC. (CD17WC)**

THIS AMENDMENT (AMENDMENT), made and entered into this 30 day of September, 2018, by and between **Pinellas County (COUNTY)**, a political subdivision of the State of Florida, having its principal office at 315 Court Street, Clearwater, Florida 33756, and **WestCare Gulf Coast-Florida, Inc., (AGENCY)**, a not-for-profit corporation organized under the laws of the State of Florida, having its principal office at 100 Second Avenue South, Suite 901 South, St. Petersburg, Florida 33701:

WITNESSETH:

WHEREAS, **COUNTY** entered into Specific Performance Agreement CD17WC (AGREEMENT) with **AGENCY** to provide, through the Pinellas County Planning Department (DEPARTMENT), **Ninety Thousand and NO/100 Dollars (\$90,000.00)** in Community Development Block Grant (CDBG) funds for elevator repairs, parking lot improvements, and the purchase and installation of client lockers at the Davis Bradley Community Involvement Center at 1735 Dr. Martin Luther King Jr. Street South, St. Petersburg, Florida 33705; and

WHEREAS, the 2017-2018 Action Plan, approved by the Board in Resolution 17-37, identified funding be provided to **AGENCY** for elevator repairs, parking lot grading, resealing and restriping, and the purchase and installation of client lockers at the Davis Bradley Community Involvement Center (the "PROJECT"); and

WHEREAS, during the bid process, bids for the elevator repair portion of the PROJECT came in much higher than anticipated; and

WHEREAS, the parking lot improvement and locker replacement portions of the PROJECT had to be put on hold; and

WHEREAS, additional CDBG funding, has been identified to complete the PROJECT and the bid process for the remaining portions of the PROJECT have been finalized; and

WHEREAS, additional time is needed to complete the parking improvements and locker replacement; and

WHEREAS, it is necessary to amend Section 4. FUNDING of Agreement CD17WC to increase the funding amount of the PROJECT to include an additional \$95,365.00 (Ninety Five Thousand Three Hundred Sixty Five and NO/100 Dollars); and

WHEREAS, it is necessary to amend (f), (g) and (h) of Section 5. SPECIFIC GRANT INFORMATION of Agreement CD17WC to reflect the correct total funding amount of the PROJECT; and

WHEREAS, the AGREEMENT states that the PROJECT activities shall be completed by the AGREEMENT expiration date of September 30, 2018; and

WHEREAS, the **AGENCY**, will not be able to complete the PROJECT on or before the AGREEMENT expiration date of September 30, 2018; and

WHEREAS, the **AGENCY** has requested, and the **COUNTY** has agreed to extend the AGREEMENT expiration date to December 31, 2018.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, understandings, undertakings, representations and promises, and intending to be legally bound thereby, the parties do hereby covenant and agree that the recitals set forth above are true and accurate and are hereby incorporated in and made a part of this AMENDMENT, and further covenant and agree as follows:

1. That Section 3. Term of Agreement; Effective Date, shall be deleted and replaced with the following:

### **3. TERM OF AGREEMENT; EFFECTIVE DATE**

This AGREEMENT shall become valid and binding upon proper execution by the parties hereto. This AGREEMENT is effective on **October 1, 2017**, and unless terminated pursuant to the terms herein, shall continue in full force and effect until **December 31, 2018**, or until **COUNTY'S** full and complete disbursement of funding to **AGENCY**, whichever comes first. **AGENCY** may use the funds provided herein to cover eligible Project expenses incurred by the **AGENCY** between **October 1, 2017** and **December 31, 2018**.

2. That Section 4. Funding subsection (a), shall be deleted and replaced with the following:

### **4. FUNDING**

- a) **COUNTY**, through DEPARTMENT, shall pay **AGENCY** a maximum of **\$185,365.00 (One Hundred Eighty-Five Thousand Three Hundred Sixty-Five and NO/100 Dollars)** in CDBG

funding for the PROJECT described in Section 1 (“Project Description”) of this AGREEMENT.

3. That Section 5. Specific Grant Information subsections (f), (g) and (h), shall be deleted and replaced with the following:

**5. SPECIFIC GRANT INFORMATION**

(f)	Amount of Federal Funds Obligated by this Action (“by the pass-through entity to the subgrantee”)	\$185,365.00
(g)	Total Amount of Federal Funds Obligated to Subgrantee (“by the pass-through entity including the current obligation”)	\$185,365.00
(h)	Total Amount of the Federal Award (“committed to the subgrantee by the pass-through entity.”)	\$185,365.00

4. That Attachment D – Insurance Requirements Section 8, Item D, shall be deleted and replaced with the following:

**(D) Property Insurance.** AGENCY is required to provide an evidence of property coverage in an amount of \$185,365 or more for the duration of this agreement. Property coverage form is special form including wind perils. Evidence of coverage must name Pinellas County as loss payee.

5. Except as modified by this AMENDMENT, the remaining terms and conditions of the AGREEMENT shall remain in full force and effect.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year first above written. \*Note: Two witnesses are required\*

ATTEST:

PINELLAS COUNTY, FLORIDA  
a political subdivision, by and through its  
County Administrator

Della Kly  
Witness #1 Signature

By: Barry Burton  
Barry A. Burton, County Administrator

Della Kly  
Print or Type Name

Date: 11-15-18

Jo Lugo  
Witness #2 Signature

APPROVED AS TO FORM  
OFFICE OF COUNTY ATTORNEY

Jo Lugo  
Print or Type Name

By: Chelsea Hardy  
Chelsea D. Hardy, Assistant County Attorney

ATTEST:

AGENCY: WestCare Gulf Coast Florida, Inc.

Bonda Lieberman  
Witness #1 Signature

By: James A. Dates  
James A. Dates, V.P.

Bonda Lieberman  
Print or Type Name

Date: 11/14/18

M'arry  
Witness #2 Signature

Valentina Nishku  
Print or Type Name

STATE OF FLORIDA )  
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 14 day of November, 2018 by James A. Dates on behalf of the AGENCY. He/she is personally known to me or has produced (personally known) as identification and did/did not take an oath.



(NOTARY STAMP/SEAL ABOVE)

Maureen A. Traci  
Signature

Maureen A. Traci  
Name of Notary, typed, printed or stamped



I, KENNETH P. BURKE, Clerk of the Circuit Court and Clerk Ex-Officio, Board of County Commissioners, do hereby certify that the above and foregoing is a true and correct copy of the original as it appears in the official files of the Board of County Commissioners of Pinellas County, Florida. Witness my hand and seal of said County FL this 28 day of November A.D. 2018

KENNETH P. BURKE, Clerk of the Circuit Court Ex-Officio Clerk of the Board of County Commissioners, Pinellas County, Florida

By *James Scutter*  
Deputy Clerk