

**SECOND AMENDMENT TO
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM SUBAWARD
SPECIFIC PERFORMANCE AND LAND USE RESTRICTION AGREEMENT
(Agreement No.: CD20SHNFC)**

THIS SECOND AMENDMENT TO THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM SUBAWARD SPECIFIC PERFORMANCE AND LAND USE RESTRICTION AGREEMENT (SECOND AMENDMENT), is made and entered into 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 Safety Harbor Neighborhood Family Center, Inc., d/b/a Mattie Williams Neighborhood Family Center (AGENCY), a Florida not-for-profit corporation, having its principal office at 1003 Dr. Martin Luther King Street North, Safety Harbor, Florida 34695:

WITNESSETH:

WHEREAS, the COUNTY entered into a Community Development Block Grant Subaward Specific Performance and Land Use Restriction Agreement No.: CD20SHNFC with AGENCY on September 18, 2020 (AGREEMENT), to provide, through the Pinellas County Housing and Community Development Department (DEPARTMENT), \$84,305.00 in Community Development Block Grant (CDBG) funds to AGENCY for facility renovations at 1001 Dr. Martin Luther King Street North, Safety Harbor, Florida 34695, as recorded in Official Records Book 21175, Pages 1956-1985 (PROJECT); and

WHEREAS, the COUNTY executed a First Amendment to AGREEMENT with the AGENCY on March 3, 2021, wherein the COUNTY revised the project description to include the AGENCY'S second property location, 1003 Dr. Martin Luther King Street North, Safety Harbor, Florida 34695, as a project site where rehabilitation activities are also being performed, as recorded in Official Records Book 21415, Pages 2177-2179; and

WHEREAS, the AGREEMENT states that PROJECT activities shall be completed by the AGREEMENT expiration date of September 30, 2021; and

WHEREAS, due to material shortages, the AGENCY will not be able to complete the PROJECT on or before the AGREEMENT expiration date of September 30, 2021; and

WHEREAS, the AGENCY has requested, and the COUNTY has agreed, to extend the AGREEMENT expiration date; and

WHEREAS, providing an extension to the term of the AGREEMENT requires that the restricted period of the land use restriction also be extended; and

WHEREAS, the AGENCY and the COUNTY have agreed to extend the AGREEMENT expiration date three (3) months to December 31, 2021 and the Restriction Period three (3) months to December 1, 2028.

NOW, THEREFORE, in consideration of the promises and mutual covenants, contained herein and for other good and valuable considerations, the receipt and sufficiency of which are hereby mutually acknowledged, the parties agree as follows:

Article 1. Recitals. The above recitals are true and correct and are incorporated herein by reference.

Article 2. Amended Terms and Conditions. The terms and conditions of the Agreement are hereby amended and restated as follows:

3. TERM OF SPECIFIC PERFORMANCE AGREEMENT; EFFECTIVE DATE

This Agreement shall become valid and binding upon proper execution by the parties hereto, and unless terminated pursuant to the term herein, shall continue in full force and effect until December 31, 2021, or until COUNTY'S full and complete disbursement of funding to AGENCY, whichever comes first. AGENCY may use funds provided herein to cover eligible PROJECT expenses incurred by the AGENCY between October 1, 2020 and December 31, 2021.

Notwithstanding the termination of the AGREEMENT, the use restrictions referenced in section 7. Reversion of Assets; Land Use Restrictions, shall remain in full force and effect, restricting the use of the PROPERTY to the use outlined herein, from the Effective Date of this AGREEMENT until the end of the Restricted Period referenced in section 7. Reversion of Assets; Land Use Restrictions.

5. SPECIFIC GRANT INFORMATION

(e)	Subaward Period of Performance Start and End Date	October 1, 2020 - December 31, 2021
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7. REVERSION OF ASSETS; LAND USE RESTRICTIONS

b) Restricted Period: Notwithstanding the termination of the AGREEMENT, the land use restrictions referenced herein shall remain in full force and effect, restricting the use of the PROPERTY to the use outlined herein, from the Effective Date of this AGREEMENT until **December 1, 2028 (RESTRICTED PERIOD)**.

Article 3. Terms and Conditions. Except as otherwise stated herein, the terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have caused this Second Amendment to be executed, on the last date of execution as shown below.

ATTEST:

Della Klug

Witness #1 Signature

Della Klug

Print or Type Name
s/Jo Lugo

Witness #2 Signature
Jo Lugo

Print or Type Name

PINELLAS COUNTY, FLORIDA
a political subdivision, of the State of Florida

By: Barry A. Burton
Barry A. Burton, County Administrator

Date: September 15, 2021

APPROVED AS TO FORM
AND ADDRESS
By _____
Office of the County Attorney

ATTEST:

Note: Two witnesses are required

Kristine Boyle

Witness #1 Signature

Kristine Boyle

Print or Type Name

Cary Devins

Witness #2 Signature

Cary Devins

Print or Type Name

AGENCY: Safety Harbor Neighborhood Family
Center, Inc. d/b/a Mattie Williams
Neighborhood Family Center

By: Janet L. Hooper
Janet L. Hooper/Executive Director

Date: 9/13/21

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 on this 20 day of Sept., 2021.
KENNETH P. BURKE, Clerk of the Circuit Court Ex-Officio, Clerk of the Board of County Commissioners, Pinellas County, Florida.

By: Kenneth P. Burke
Deputy Clerk

