

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

THIS THIRD AMENDMENT TO THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM SUBAWARD SPECIFIC PERFORMANCE AND LAND USE RESTRICTION AGREEMENT (THIRD 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 (collectively the "Parties");

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 COUNTY executed a Second Amendment to AGREEMENT with the AGENCY on September 15, 2021, wherein the COUNTY extended the term of the specific performance period and restricted period, as recorded in Official Records Book 21725, Pages 1470-1472; and

WHEREAS, AGENCY has requested remaining funds be used for the installation of solar panels on the second building of the facility; and

WHEREAS, bids for the solar panels came in higher than anticipated and the AGENCY has requested additional funding to complete the PROJECT; and

WHEREAS, additional CDBG funding has been identified to complete the PROJECT; and

WHEREAS, the AGREEMENT states that PROJECT shall be completed by the AGREEMENT expiration date of December 31, 2021; and

WHEREAS, the AGENCY has requested an extension of the AGREEMENT term for the installation of the solar panels on the second building of the facility; and

WHEREAS, providing additional funding to the PROJECT and extending the term of the AGREEMENT requires that the restricted period of the land use restriction also be extended; and

WHEREAS, the AGENCY has requested, and the COUNTY has agreed to increase the PROJECT funding by \$18,347.75 and extend the AGREEMENT expiration date three (3) months to March 31, 2022 and the Restricted Period sixteen (16) months to April 1, 2030.

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 **March 31, 2022**, 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 March 31, 2022**.

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.

4. FUNDING

- a) **COUNTY**, through DEPARTMENT, shall reimburse **AGENCY** a maximum of **\$102,652.75 (One Hundred Two Thousand, Six Hundred Fifty-Two and 75/100 Dollars)** in CDBG funding for eligible activities related to the PROJECT.

5. SPECIFIC GRANT INFORMATION

(e)	Subaward Period of Performance Start and End Date	October 1, 2020 - March 31, 2022
f)	Amount of Federal Funds Obligated by this Action (<i>“by the pass-through entity to the subgrantee”</i>)	\$102,652.75
g)	Total Amount of Federal Funds Obligated to Subgrantee (<i>“by the pass-through entity including the current obligation”</i>)	\$102,652.75
h)	Total Amount of the Federal Award (<i>“committed to the subgrantee by the pass-through entity.”</i>)	\$102,652.75

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 **April 1, 2030 (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.

(SIGNATURE PAGE FOLLOWS)

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

ATTEST:

Note: Two witnesses are required

Della Klug
Witness #1 Signature

Della Klug
Print or Type Name

s/ Jo Lugo
Witness #2 Signature

Jo Lugo
Print or Type Name

ATTEST:

Note: Two witnesses are required

Kristine Boyle
Witness #1 Signature

Kristine Boyle
Print or Type Name

PalacioA
Witness #2 Signature

AORIANA PALACIO
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: December 7, 2021

APPROVED AS TO FORM
By: Ann M. Morris
Office of the County Attorney

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: 12/7/21

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 9 day of December, 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

