

**FIRST AMENDMENT TO
SPECIFIC PERFORMANCE AND LAND USE RESTRICTION AGREEMENT
WITH LIGHTHOUSE OF PINELLAS, INC. (CD18LH)**

THIS AMENDMENT (AMENDMENT), made and entered into this 11 day of February, 2019, 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 **Lighthouse of Pinellas, Inc., (AGENCY)**, a not-for-profit corporation organized under the laws of the State of Florida, having its principal office at 6925-112th Circle North, Suite 103, Largo, Florida 33773:

WITNESSETH:

WHEREAS, **COUNTY** entered into Specific Performance and Land Use Restriction Agreement CD18LH (AGREEMENT) with **AGENCY** to provide, through the Pinellas County Planning Department (DEPARTMENT), **\$74,273.00 (Seventy-Four Thousand, Two Hundred Seventy-Three and NO/100 Dollars)** in Community Development Block Grant (CDBG) funds to **AGENCY** for facility renovations at 6925-112th Circle North, Largo, Florida 33773; and

WHEREAS, the 2018-2019 Action Plan, approved by the Board in Resolution 18-35, identified funding be provided to **AGENCY** for the replacement of the HVAC system, interior lighting upgrades and window tinting at 6925-112th Circle North, Largo, Florida 33773 (the "PROJECT"); and

WHEREAS, **AGENCY'S** initial funding request identified the need to replace 5 (five) HVAC units; however during preparation of the PROJECT bid package, it was determined that 3 (three) additional HVAC units would need to be replaced; and

WHEREAS, **AGENCY** requested funds for the replacement of the additional HVAC units and the **COUNTY** has identified available CDBG funds; and

WHEREAS, this AMENDMENT will increase the total CDBG funding in the PROJECT and extend the effective period of the associated land use restriction.

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 4. FUNDING (a), shall be deleted and replaced with the following:

4. FUNDING

a) **COUNTY**, through DEPARTMENT, shall pay **AGENCY** a maximum of **\$112,073.00 (One Hundred Twelve Thousand, Seventy-Three and NO/100 Dollars)** in CDBG funding for the PROJECT described in Section 1 (“Project Description”) of this AGREEMENT.

2. That Section 5. SPECIFIC GRANT INFORMATION (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”)	\$112,073.00
(g)	Total Amount of Federal Funds Obligated to Subgrantee (“by the pass-through entity including the current obligation”)	\$112,073.00
(h)	Total Amount of the Federal Award (“committed to the subgrantee by the pass-through entity.”)	\$112,073.00

3. That Section 7. REVERSION OF ASSETS; LAND USE RESTRICTIONS (b), shall be deleted and replaced with the following:

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 **September 30, 2028** (hereinafter the “Restricted Period”).

4. 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 Klug
Witness #1 Signature

By: 
Barry A. Burton, County Administrator


Della Klug
Print or Type Name

Date: February 11, 2019

S/ Christine Covais
Witness #2 Signature

Christine Covais
Print or Type Name

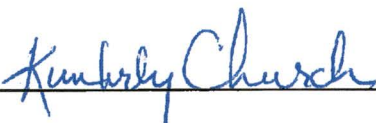
APPROVED AS TO FORM
OFFICE OF COUNTY ATTORNEY

By: 
Chelsea D. Hardy, Assistant County Attorney

ATTEST:

AGENCY: Lighthouse of Pinellas, Inc.


Witness #1 Signature

By: 

Anna Cottos
Print or Type Name

Date: 1/23/2019


Witness #2 Signature

Jodi Duda
Print or Type Name