

**FIRST AMENDMENT TO
COMMUNITY DEVELOPMENT BLOCK GRANT
SPECIFIC PERFORMANCE AGREEMENT CD18HPNFC
WITH HIGH POINT COMMUNITY PRIDE, INC. d/b/a HIGH POINT NEIGHBORHOOD FAMILY CENTER**

THIS AMENDMENT (AMENDMENT), made and entered into this 5 day of September, 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 **High Point Community Pride, Inc., d/b/a High Point Neighborhood Family Center** (hereinafter **AGENCY**), a Florida not-for-profit corporation, having its principal office 5812 – 150th Avenue North, Clearwater, FL 33770:

WITNESSETH:

WHEREAS, the **COUNTY** entered into Specific Performance Agreement **CD18HPNFC** (AGREEMENT) with **AGENCY** to provide, through the Pinellas County Planning Department (DEPARTMENT), **\$21,200.00 (Twenty-One Thousand, Two Hundred and NO/100 Dollars)** in Community Development Block Grant (CDBG) funds to **AGENCY** for facility renovations at 5812 – 150th Avenue North, Clearwater, FL 33760; and

WHEREAS, the 2018-2019 Action Plan, approved by the Board in Resolution 18-35, identified the NRSA – Target Area Community Improvement Program as an alternate activity for community improvement and community enhancement activities; and

WHEREAS, the High Point Neighborhood Facility Renovation activity, to construct an ADA bathroom and install fencing around the facility's outdoor playground (the PROJECT), falls within the NRSA – Target Area Community Improvement Program; and

WHEREAS, bids for the PROJECT 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 the PROJECT activities shall be completed by the AGREEMENT expiration date of September 30, 2019; and

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

WHEREAS, the increased CDBG investment in the PROJECT requires that a land use restriction be placed on the property and the **AGENCY** has agreed to execute a land use restriction agreement; and

WHEREAS, the **AGENCY** has requested, and the **COUNTY** has agreed to increase the PROJECT funding and extend the AGREEMENT expiration date to **December 31, 2019**.

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 SPECIFIC PERFORMANCE AGREEMENT; EFFECTIVE DATE, shall be deleted and replaced with the following:

3. TERM OF SPECIFIC PERFORMANCE AGREEMENT; EFFECTIVE DATE

This AGREEMENT shall become valid and binding upon proper execution by the parties hereto. The term of specific performance for this AGREEMENT is effective on **February 1, 2019**, and unless terminated pursuant to the terms herein, shall continue in full force and effect until **December 31, 2019**, 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 February 1, 2019 and December 31, 2019.

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 **\$37,680.00 (Thirty-Seven Thousand, Six Hundred Eighty and NO/100 Dollars)** in CDBG funding for the PROJECT described in the Project Description section of this AGREEMENT.

3. That Section 5. SPECIFIC GRANT INFORMATION subsections (e), (f), (g) and (h) shall be deleted and replaced with the following:

5. SPECIFIC GRANT INFORMATION

(e)	Subaward Period of Performance Start and End Date	February 1, 2019- December 31, 2019
(f)	Amount of Federal Funds Obligated by this Action (" <i>by the pass-through entity to the subgrantee</i> ")	\$37,680.00
(g)	Total Amount of Federal Funds Obligated to Subgrantee (" <i>by the pass-through entity including the current obligation</i> ")	\$37,680.00
(h)	Total Amount of the Federal Award (" <i>committed to the subgrantee by the pass-through entity.</i> ")	\$37,680.00

4. That Section 6. USE AND REVERSION OF ASSETS shall be deleted and replaced with the following:

6. USE AND REVERSION OF ASSETS

- a) Although no program income, as defined by 24 C.F.R. Part 570.500(a), is anticipated as a result of this Project, any such income received by **AGENCY** is to be returned to **COUNTY** within thirty (30) days of receipt of such funds. Upon completion of the Project, **AGENCY** shall transfer to **COUNTY** any grant funds on hand and any accounts receivable attributable to the use of those funds.
 - b) **AGENCY** will enter into a Land Use Restriction Agreement with **COUNTY**, to ensure that the improvements made pursuant to this AGREEMENT are used to carry out activities for the beneficiaries, as specified in Section 1 (Project Description), for a specified period of time, said Land Use Restriction Agreement will be recorded in the Official Public Records of Pinellas County, Florida.
5. That ATTACHMENT C INSURANCE REQUIREMENTS, (8) (D) be deleted and replaced with the following:
- (D) Property Insurance **AGENCY** is required to provide an evidence of property coverage in an amount of \$37,680 or more for the duration of the agreement. Property coverage form is "special form" including wind perils. Evidence of coverage must name **PINELLAS COUNTY** as loss payee.
6. 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:

Della Klug

Witness #1 Signature

Della Klug

Print or Type Name

s/Jo Lugo

Witness #2 Signature

Jo Lugo

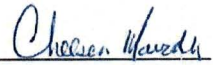
Print or Type Name

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

By: 
Barry A. Burton, County Administrator

Date: September 5, 2019

APPROVED AS TO FORM
OFFICE OF COUNTY ATTORNEY

By: 
Chelsea D. Hardy, Assistant County Attorney

ATTEST:

AGENCY: High Point Community Pride, Inc.
d/b/a High Point Neighborhood Family Center


Witness #1 Signature

Stefan C. Minson
Print or Type Name


Witness #2 Signature

Letesha Owsley
Print or Type Name

By: 
Signature

Margo Adams, Executive Director
Name/Title

Date: 9-4-19