

**FIRST AMENDMENT TO
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM SUBAWARD
SPECIFIC PERFORMANCE AND LAND USE RESTRICTION AGREEMENT
WITH LIGHTHOUSE OF PINELLAS, INC. (CD20LH)**

THIS AMENDMENT (hereinafter AMENDMENT), made and entered into by and between **Pinellas County** (hereinafter **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.**, (hereinafter **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 CD20LH (AGREEMENT) with **AGENCY** on September 29, 2020 to provide, through the Pinellas County Planning Department (DEPARTMENT), **\$350,000.00 (Three Hundred Fifty Thousand and NO/100 Dollars)** in Community Development Block Grant (CDBG) funds to **AGENCY** for facility renovations at 6925-112th Circle North, Largo, Florida 33773, as recorded in Official Records Book 21190 Pages 2376-2406 (hereinafter the "AGREEMENT"); and

WHEREAS, the 2020-2021 Action Plan, approved by the Board in Resolution 20-69, identified funding be provided to **AGENCY** for renovations including upgrades to kitchens and bathrooms, plumbing and electrical systems, and replacing integral structural kitchen appliances (i.e. refrigerator, stove, dishwasher) at 6925-112th Circle North, Largo, Florida 33773 (the "PROJECT"); and

WHEREAS, the **AGENCY'S** initial funding request did not specify the need for assistance with architectural fees associated with the project; and

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

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

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

WHEREAS, the **AGENCY** has requested, and the **COUNTY** has agreed to amend the AGREEMENT to modify the project description and extend the term; and

WHEREAS, it is necessary to amend subsection (a) of Section 1. PROJECT DESCRIPTION of the AGREEMENT to revise the scope of the project to include costs associated with architectural fees; and

WHEREAS, it is necessary to amend Section 3. TERM OF AGREEMENT; EFFECTIVE DATE of the AGREEMENT to extend the term; and

WHEREAS, it is necessary to amend Section 5. SPECIFIC GRANT INFORMATION, subsections (e) and (i), of the AGREEMENT to document the revision the project description and term extension; and

WHEREAS, it is necessary to amend Section 7. REVERSION OF ASSETS; LAND USE RESTRICTIONS, subsection (b), of the AGREEMENT to document to extend the restricted period.

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 1. PROJECT DESCRIPTION, subsection a), shall be deleted and replaced with the following:

1. PROJECTION DESCRIPTION

- a) **AGENCY** shall contract for renovations including upgrades to kitchens and bathrooms, plumbing and electrical systems, and replacing integral structural kitchen appliances (i.e. refrigerator, stove, dishwasher), for the benefit of approximately 350 blind or visually impaired individuals; hereinafter referred to as the "PROJECT". **COUNTY** shall provide funds to **AGENCY** for the PROJECT, which shall include the architectural fees associated therewith, pursuant to the terms of this AGREEMENT.

2. That **Section 3. TERM OF SPECIFIC PERFORMANCE AGREEMENT; EFFECTIVE DATE**, shall be amended by extending the term of the AGREEMENT and thus the period in which eligible expenses may be reimbursed to **December 31, 2021**, or until **COUNTY'S** full and complete disbursement of funding to **AGENCY**, whichever comes first.

3. That Section 5. SPECIFIC GRANT INFORMATION, subsection (e) and (i) shall be deleted and replaced with the following:

5. SPECIFIC GRANT INFORMATION

(e)	Subaward Period of Performance Start and End Date	October 1, 2020 - December 31, 2021
(i)	Federal Award Project Description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	Provision of funds for costs associated with architectural fees and facility renovations including upgrades to kitchens and bathrooms, plumbing and electrical systems, and replacing integral structural kitchen appliances.

4. That Section 7. REVERSION OF ASSETS; LAND USE RESTRICTIONS, subsection (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 **January 1, 2042** (hereinafter the "Restricted Period").

5. That Section 12. INSURANCE: Attachment D shall be deleted and replaced with Revised Attachment D. Hereby attached.
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: March 8, 2021

APPROVED AS TO FORM

By: 
Office of the County Attorney

ATTEST:

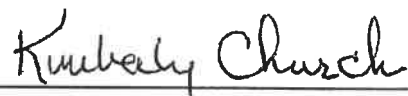

Witness #1 Signature

Candy Eyster
Print or Type Name


Witness #2 Signature

Jason Drading
Print or Type Name

AGENCY: Lighthouse of Pinellas, Inc.

By: 

Date: 3/13/2021

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 10 day of March, 2021.

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

By: 
Deputy Clerk

Revised Attachment D

INSURANCE REQUIREMENTS

The following insurance requirements are included in this agreement:

The **AGENCY** shall obtain and maintain at all times during its performance of the Agreement, insurance of the types and in the amounts set forth. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of A- VIII or better. Within ten (10) calendar days of executed Agreement, the **AGENCY** shall provide the **COUNTY** with properly executed and approved Certificates of Insurance to evidence compliance with the insurance requirements of the agreement. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). A copy of the endorsement(s) referenced in paragraph three (3) for Additional Insured shall be attached to the certificate(s).

No Services shall commence under this agreement unless and until the required Certificate(s) of Insurance are received and approved by the **COUNTY**. Approval by the **COUNTY** of any Certificate of Insurance does not constitute verification by the **COUNTY** that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of the Agreement. **COUNTY** reserves the right to require a certified copy of the entire insurance policy, including endorsements, at any time during the Agreement period.

If any insurance provided pursuant to the Agreement expires prior to the expiration of the Agreement, renewal Certificates of Insurance and endorsements shall be furnished by the **AGENCY** to the **COUNTY** at least thirty (30) days prior to the expiration date.

AGENCY shall also notify **COUNTY** within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said **AGENCY** from its insurer. Notice shall be given to: **Pinellas COUNTY Risk Management Department**, InsuranceCerts@pinellascounty.org; and nothing contained herein shall absolve **AGENCY** of this requirement to provide notice.

Should the **AGENCY**, at any time, not maintain the insurance coverages required herein, the **COUNTY** may terminate the Agreement, or at its sole discretion may purchase such coverages necessary for the protection of the **COUNTY** and charge the **AGENCY** for such purchase. The **COUNTY** shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the **COUNTY** to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.

The **COUNTY** reserves the right, but not the duty, to review and request a copy of the **AGENCY**'s most recent annual report or audited financial statement when a self-insured retention (SIR) or deductible exceeds \$50,000.

Each insurance policy shall include the following terms and/or conditions in the policy:

- (1) The Named Insured on the Certificate of Insurance must match the entity's name that is signing the Agreement.
- (2) Companies issuing the insurance policy, or policies, shall have no recourse against COUNTY for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of the AGENCY.
- (3) The term "COUNTY", or "Pinellas COUNTY" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of COUNTY and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas COUNTY.
- (4) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by COUNTY or any such future coverage, or to COUNTY's Self-Insured Retentions of whatever nature.
- (5) All policies shall be written on a primary, non-contributory basis.
- (6) Any certificate of insurance evidencing coverage provided by a leasing company for either Workers Compensation or Commercial General Liability shall have a list of covered employees certified by the leasing company attached to the Certificate of Insurance. The COUNTY shall have the right, but not the obligation to determine that the AGENCY is only using employees named on such list to perform work for the COUNTY. Should employees not named be utilized by AGENCY, the COUNTY, at its option may stop work without penalty to the COUNTY until proof of coverage or removal of the employee by the AGENCY occurs, or alternatively find the AGENCY to be in default and take such other protective measures as necessary.
- (7) Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas COUNTY from the AGENCY.
- (8) The insurance requirements for this Agreement, which shall remain in effect throughout its duration, are as follows:

(A) Workers' Compensation Insurance

Limit	Florida Statutory
Employers Liability Limits	
Per Employee	\$500,000
Per Employee disease	\$500,000
Policy Limit Disease	\$500,000

(B) Commercial General Liability Insurance including, but not limited to, Independent Contractor, Contractual Liability Premises/Operations, Products/Completed Operation and Personal Injury.

Limits

General Aggregate	\$ 2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal Injury and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000

(C) Professional Liability (Errors and Omissions) Insurance with at least minimum limits as follows. If "claims made" coverage is provided, "tail coverage" extending three (3) years beyond completion and acceptance of the project with proof of "tail coverage" to be submitted with the invoice for final payment. In lieu of "tail coverage", AGENCY may submit annually to the County, for a three (3) year period, a current certificate of insurance providing "claims made" insurance with prior acts coverage in force with a retroactive date no later than commencement date of this contract.

Limits

Each Occurrence or Claim	\$ 1,000,000
General Aggregate	\$ 1,000,000

Agency may provide certificate of insurance from architect or engineer performing services for project in lieu of Agency providing evidence of insurance coverage. Certificate must indicate professional liability coverage with limits as shown above.

(D) Property Insurance AGENCY is required to provide an evidence of property coverage in an amount of \$350,000 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.