

**SECOND AMENDMENT TO
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM SUBAWARD
SPECIFIC PERFORMANCE AND LAND USE RESTRICTION AGREEMENT
WITH SAFETY HARBOR NEIGHBORHOOD FAMILY CENTER, INC. (CD18SHNFC)**

THIS AMENDMENT (AMENDMENT), made and entered into this 6 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 **Safety Harbor Neighborhood Family Center, Inc., d/b/a Mattie Williams Neighborhood Family Center** (hereinafter **AGENCY**), a Florida not-for-profit corporation, having its principal office at 1003 Dr. Martin Luther King Street North, Safety Harbor, FL 34695:

WITNESSETH:

WHEREAS, the 2018-2019 Action Plan, approved by the Board in Resolution 18-35, identified funding be provided to **AGENCY** for facility renovations and parking lot improvements the facility located at 1001 Dr. Martin Luther King Street North, Safety Harbor, FL 34695 (the PROJECT); and

WHEREAS, on October 10, 2018, the **COUNTY** and **AGENCY** executed Specific Performance and Land Use Restriction Agreement **CD18SHNFC** (AGREEMENT), wherein the **COUNTY** provided, through the Pinellas County Planning Department (DEPARTMENT), **\$66,000.00 (Sixty-Six Thousand and NO/100 Dollars)** in Community Development Block Grant (CDBG) funds to **AGENCY** for the PROJECT; and

WHEREAS, on June 26, 2019, the **COUNTY** and **AGENCY** executed a First Amendment to Specific Performance and Land Use Restriction Agreement **CD18SHNFC** (First Amendment), wherein the **COUNTY** provided an additional \$6,700.00 in CDBG funding, for a total CDBG investment of **\$72,700.00 (Seventy-Two Thousand, Seven Hundred and NO/100 Dollars)** for completion of 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, due to weather conditions and permitting delays with the parking lot paving portion of the PROJECT, the **AGENCY** is unable to complete the PROJECT before the AGREEMENT expiration; and

WHEREAS, the **AGENCY** has requested, and the **COUNTY** has agreed to 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 **October 1, 2018**, 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** shall complete the PROJECT, described in Section 1 ("Project Description"), within this term of performance.

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.

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

5. SPECIFIC GRANT INFORMATION

(e)	Subaward Period of Performance Start and End Date	October 1, 2018-December 31, 2019
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3. 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

- a) **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 31, 2026** (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:

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 6, 2019

**APPROVED AS TO FORM
OFFICE OF COUNTY ATTORNEY**

By: 

Chelsea D. Hardy
Assistant County Attorney

ATTEST:



Witness #1 Signature

Kristine Boyle

Print or Type Name




Witness #2 Signature

Sara Bruce

Print or Type Name

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

By: 

Janet L. Hooper/Executive Director

Date: 9/4/19