

This instrument was prepared by:
Marcella Faucette, Pinellas County Housing
and Community Development Department
310 Court Street, 1st Floor
Clearwater, FL 33756

**FIRST AMENDMENT TO
COMMUNITY DEVELOPMENT BLOCK GRANT – CORONAVIRUS RESPONSE PROGRAM
SUBAWARD SPECIFIC PERFORMANCE AND LAND USE RESTRICTION AGREEMENT
WITH SAFETY HARBOR NEIGHBORHOOD FAMILY CENTER, INC. D/B/A
MATTIE WILLIAMS NEIGHBORHOOD FAMILY CENTER
(Agreement No.: CDCV19MWEXP)**

THIS FIRST AMENDMENT TO THE COMMUNITY DEVELOPMENT BLOCK GRANT – CORONAVIRUS RESPONSE PROGRAM SUBAWARD SPECIFIC PERFORMANCE AND LAND USE RESTRICTION AGREEMENT (hereinafter FIRST AMENDMENT), is 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 **Safety Harbor Neighborhood Family Center, Inc. d/b/a Mattie Williams Neighborhood Family Center** (AGENCY), a not-for-profit corporation organized under the laws of the State of Florida, having its principal office at 1003 Dr. Martin Luther King Street North, Safety Harbor, Florida 34695.

THIS FIRST AMENDMENT shall be properly filed and recorded by the County in the official public records of Pinellas County, Florida and shall constitute an amendment to the restriction upon the use of the property, subject to and in accordance with the terms contained herein:

WHEREAS, the COUNTY entered into a Community Development Block Grant – Coronavirus Response (CDBG-CV) Program Subaward Specific Performance and Land Use Restriction Agreement, Agreement No.: **CDCV19MWEXP**, with AGENCY on May 13, 2024, to provide, through the Pinellas County Housing and Community Development Department (DEPARTMENT), **\$717,182.83 (Seven Hundred Seventeen Thousand, One Hundred Eighty-Two and 83/100 Dollars)** in CDBG-CV funding to AGENCY for facility improvements, as recorded in Official Records Book 22799, Pages 855-884 (hereinafter the AGREEMENT); and

WHEREAS, on July 23, 2019, in Resolution 19-48, the Board of County Commissioners (Board) approved the 2019-2020 Action Plan; and

WHEREAS, on July 21, 2020, in Resolution 20-68, the Board approved a Substantial Amendment to the Action Plan to include CDBG-CV funds and on April 27, 2021, in Resolution 21-24, the Board approved a Second Substantial Amendment to the Action Plan to include additional CDBG-CV funds in order to carry out eligible activities; and

WHEREAS, the Second Substantial Amendment to the 2019-2020 Action Plan, identified funding for the CDBG-CV Public Facility Improvement Program and the AGENCY'S project, construction of a 1,400 square foot facility expansion at the Mattie Williams Neighborhood Family Center located at 1001 and 1003 Dr. Martin Luther King Street North, Safety Harbor, FL 34695, is an eligible activity for funding under the Public Facility Improvement Program; and

WHEREAS, due to material shortages, commencement of the project was delayed and the AGENCY will not be able to complete the PROJECT on or before the AGREEMENT expiration date of September 30, 2024; and

WHEREAS, the COUNTY will extend the AGREEMENT expiration date three (3) months to **March 31, 2025**, to allow time for PROJECT completion; and

WHEREAS, as a result of the extension of the term of the AGREEMENT for the PROJECT, the restricted period of the land use restriction will be extended three (3) months to **April 1, 2045**; and

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

- a) This AGREEMENT shall become valid and binding upon proper execution by the parties hereto, and unless terminated pursuant to the terms herein, shall continue in full force and effect until **March 31, 2025**, 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 **January 1, 2024 – March 31, 2025**.

5. SPECIFIC GRANT INFORMATION

(e)	Subaward Period of Performance Start and End Date	01/01/2024 – 03/31/2025
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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, 2045**, after the "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 these presents to be executed on the last date of execution as shown below.

Signed, sealed, and delivered in the presence of:

PINELLAS COUNTY, FLORIDA

a political subdivision of the State of Florida

APPROVED AS TO FORM
By: David McIlwain
Office of the County Attorney

By: Barry A. Burton

Name/Title: Barry A. Burton, County Administrator

Address: 315 Court Street, Clearwater, FL 33756

Date: December 23, 2024

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by means of (☒) physical presence or (☐) online notarization, this 23 day of **December 2024**, by **Barry A. Burton, County Administrator, Pinellas County**, a political subdivision of the State of Florida, who is (☒) personally known to me or (☐) who has produced _____ identification.



(NOTARY STAMP/SEAL ABOVE)

Jo Alejandra Lugo
(Signature)
Jo Alejandra Lugo
(Name of Notary, typed, printed, or stamped)

Signed, sealed, and delivered in the presence of:

**AGENCY: Safety Harbor Neighborly Family Center, Inc.
d/b/a Mattie Williams Neighborhood Family Center
a Florida Not-for-Profit Corporation**

By: Dave Hale

Name/Title: Dave Hale, Executive Director

Address: 1003 Dr. Martin Luther King Street N
Safety Harbor, FL 34695

Date: 12/19/24

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by means of (☐) physical presence or (☐) online notarization, this 19 day of **December 2024**, by **David Hale, Executive Director, Safety Harbor Neighborly Family Center, Inc. d/b/a Mattie Williams Neighborhood Family Center**, a Florida Not-for-Profit Corporation, who is (☒) personally known to me or (☒) who has produced Florida Driver License as identification.



(NOTARY STAMP/SEAL ABOVE)

Dawn Okonk
(Signature)
Dawn Okonk
(Name of Notary, typed, printed, or stamped)

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 23 day of December, 2024
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

