

**FIRST AMENDMENT TO
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 June, 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 **COUNTY** entered into Specific Performance and Land Use Restriction Agreement **CD18SHNFC** (AGREEMENT) with **AGENCY** to provide, 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 facility renovations at 1001 Dr. Martin Luther King Street North, Safety Harbor, FL 34695 (the "Property"); and

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 on the Property (the PROJECT); and

WHEREAS, in consideration of the CDBG grant funds, and in conformance with the grant requirements, the use of the Property was restricted by a land use restriction agreement for a specific period of time based on the amount of the grant; and

WHEREAS, bids for the PROJECT came in higher than anticipated and additional CDBG funding has been identified to complete the PROJECT; and

WHEREAS, the **AGENCY** has requested, and the **COUNTY** has agreed to increase the PROJECT funding of the AGREEMENT; and

WHEREAS, providing additional funding to the project requires that the restricted period of the land use restriction agreement be extended.

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 as follows:

1. The recitals set forth above are true and accurate and are hereby incorporated in and made a part of this AMENDMENT.

2. 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 **\$72,700.00 (Seventy-Two Thousand, Seven Hundred and NO/100 Dollars)** in CDBG funding for the PROJECT described in the Project Description section of this AGREEMENT.

3. Section 5. SPECIFIC GRANT INFORMATION subsections (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”)	\$72,700.00
(g)	Total Amount of Federal Funds Obligated to Subgrantee (“by the pass-through entity including the current obligation”)	\$72,700.00
(h)	Total Amount of the Federal Award (“committed to the subgrantee by the pass-through entity.”)	\$72,700.00

4. 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 **September 30, 2026** (hereinafter the “Restricted Period”).

5. 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 \$72,700 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/Christine Covais
Witness #2 Signature

Christine Covais
Print or Type Name


PINELLAS COUNTY, FLORIDA

a political subdivision, by and through its
County Administrator

By: 
Barry A. Burton, County Administrator

Date: June 6, 2019

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

By: 
Chelsea D. Hardy
Assistant County Attorney

ATTEST:

Kris Boyle
Witness #1 Signature

Kris Boyle
Print or Type Name


Witness #2 Signature

Cassidy Fitzpatrick
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: 5/31/19