

**AMENDMENT TO PINELLAS COUNTY COMMUNITY DEVELOPMENT  
SPECIFIC PERFORMANCE AGREEMENT NSP-HFA  
WITH THE HOUSING FINANCE AUTHORITY OF PINELLAS COUNTY**

THIS AGREEMENT, (Agreement) made and entered into this 9<sup>th</sup> day of March 2010, by and between Pinellas County, having its principal office at 315 Court Street, Clearwater, Florida 33756, a political subdivision of the State of Florida (County) and the **Housing Finance Authority of Pinellas County** (Authority), a public body corporate and politic, organized and existing under Chapter 159, Part IV of the Florida Statutes and Pinellas County Code Section 2-386:

WITNESSETH:

WHEREAS, Pinellas County entered into Specific Performance Agreement NSP-HFA with the Housing Finance Authority of Pinellas County for the for purchase and rehabilitation of foreclosed, abandoned and/or blighted properties for resale to qualified buyers at affordable prices and for project management and oversight of services for certain aspects of the Neighborhood Stabilization Program (NSP); and

WHEREAS, for the purposes of Specific Performance Agreement NSP-HFA, the Authority is considered a vendor, as defined in OMB Circular A-133; and

WHEREAS, Specific Performance Agreement NSP-HFA is being amended to accurately reflect the monitoring requirements for vendors; and

WHEREAS, it is necessary to remove a paragraph related to subrecipient monitoring under Section C. Monitoring of Agreement NSP-HFA that does not apply to vendors.

NOW, THEREFORE, in consideration of the mutual performance of the said promises and covenants in Agreement NSP-HFA, the County and the Authority agree to amend said Agreement.

IT IS THEREFORE agreed as follows:

1. That Section C. Monitoring shall be amended as follows:

**C. MONITORING**

1. County shall have the right to monitor and evaluate all aspects of activities carried out by Authority. Such evaluation will be effected by the submission of information by Authority, by monitoring site visits by the Department, if applicable, or by other means appropriate to the project.
2. All records pertaining to this Agreement, including but not limited to financial, statistical, property and programmatic records shall be retained for five (5) years from ending date of the County's fiscal year (October 1 through September 30) in which this Agreement is terminated. All records, however, that are subject to audit findings shall be retained for five (5) years in the manner prescribed above or until such audit findings have been resolved, whichever is later. Nothing herein shall be construed to allow destruction of records that may be required to be retained longer by the Statutes of the State of Florida.

3. The Authority shall at any time during normal business hours and as often as the County and/or the Comptroller General of the United States and/or the U.S. Department of Housing and Urban Development and/or any of their duly authorized representatives may deem necessary make available for examination all of Authority's records, books, documents, papers, and data with respect to all matters covered by this Agreement and shall permit the County and/or its designated authorized representative to audit and examine all books, documents, papers, records and data related to this Agreement.

2. That all other terms of Agreement NSP-HFA shall remain the same.

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:

HOUSING FINANCE AUTHORITY  
OF PINELLAS COUNTY, FLORIDA

By: [Signature]  
Rodney S. Fischer, Chairman

\_\_\_\_\_  
Witness #1 Signature

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Witness #2 Signature

\_\_\_\_\_  
Print or Type Name

ATTEST:

KEN BURKE, CLERK

PINELLAS COUNTY, FLORIDA  
a political subdivision, by and through its  
Board of County Commissioners

By: Karen Williams Seel  
Karen Williams Seel, Chair

[Signature]  
Witness #1 Signature

Cynthia A. Haumann  
Print or Type Name

\_\_\_\_\_  
Witness #2 Signature

\_\_\_\_\_  
Print or Type Name

APPROVED AS TO FORM  
OFFICE OF COUNTY ATTORNEY

By: [Signature]  
Jason C. Ester, Assistant County Attorney