

**FIRST AMENDMENT TO AGREEMENT
BETWEEN
THE CITY OF ORLANDO AND HARBOR HOUSE OF CENTRAL FLORIDA, INC.
AND OSO PROPERTIES, INC.
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM**

THIS FIRST AMENDMENT is entered into by and between the **City of Orlando**, a Florida municipal corporation (hereinafter referred to as the ‘City’) with a principal address of 400 South Orange Avenue, Orlando, Florida, 32801 and **Harbor House of Central Florida, Inc.**, a non-profit Florida corporation, with a mailing address of P.O. Box 680748 Orlando, FL, 32868 (hereinafter referred to as ‘Harbor’) and **OSO Properties, Inc.**, a Florida non-profit corporation with a mailing address of P.O. Box 680748, Orlando, FL, 32868 (‘OSO’).

WITNESSETH:

WHEREAS, on March 17, 2016, the City, Harbor, and OSO entered into a CDBG Agreement (hereinafter referred to as the ‘Agreement’) providing Harbor and OSO the sum of Seven Hundred Seventeen Thousand Seven Hundred Twenty-Three Dollars and No 00/100 (\$717,723.00) in CDBG funds to construct a domestic violence shelter on the property described on the attached **Exhibit ‘A’** (hereinafter referred to as the ‘Property’) so that Harbor and OSO could provide shelter and supportive services to domestic violence victims and families;

WHEREAS, Harbor was to have completed the construction of the Property by September 30, 2016;

WHEREAS, the Project is currently underway and under construction; however, due to construction delays and other unforeseen circumstances, Harbor needs additional time to finish construction of the facility; and

WHEREAS, the parties desire to amend the Agreement to allow Harbor additional time to finish the construction of the facility.

NOW THEREFORE, in consideration of the premises, the mutual covenants and agreements herein contained, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the City and Harbor agree as follows:

1. Section 1, Paragraph 4 entitled ‘Statement of Work/Project Description’ shall be amended to reflect an extension of time to finish constructing the Project. Accordingly, the last sentence shall be amended as follows – ‘During the term of this Agreement, Harbor agree to work diligently towards the completion of the Project and complete the Project by December 31, 2016’.
2. Section 1, Paragraph 5 entitled ‘Goals and Performance Measures; Implementation Schedule’ shall be amended to reflect an extension of time to finish constructing the Project. Accordingly the third sentence shall be amended as follows – ‘Construction of the Project shall be complete by December 31, 2016’.

3. Section 1, Paragraph 8 entitled "Term" shall be amended so that the term of the Agreement shall terminate on December 31, 2016. Accordingly, the first two sentences are amended as follows – "This Agreement shall be in effect for the period commencing October 1, 2015 and terminating on December 31, 2016. Costs may not be incurred after December 31, 2016".
4. Except as set forth herein, all terms and conditions of the original Agreement shall remain in full force and effect.

IN WITNESS THEREOF, the parties have executed this Amendment on the _____ day of _____, 2016.

ATTEST:

City Of Orlando, Florida, a municipal corporation,
organized and existing under the laws
of the State of Florida

By: _____
Amy T. Iennaco, Interim City Clerk

By: _____
Mayor / Mayor Pro Tem

Date: _____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing was acknowledged before me this ___ day of _____, 2016 by _____, Mayor Pro Tem and _____, Interim City Clerk, who is personally known to me who did (did not) take an oath.

Name
Notary Public
Serial Number: _____
My Commission Expires: _____

Signed in the presence of Two Witnesses:

Harbor House of Central Florida, Inc.
(Corporate Seal)

Signature
Print Name: _____

By: _____

Name: _____

Signature
Print Name: _____

Title: _____

NOTARY NEXT PAGE

CORPORATE ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF ORANGE

THE FOREGOING INSTRUMENT was acknowledged before me this _____ day of _____, 2016, by Ellen Siler, as Interim CEO of **Harbor House of Central Florida, Inc.**, a non-profit Florida corporation. He/she is _____ personally known to me or _____ has produced _____ as identification.

Notary Public
Print Name: _____
My Commission expires:

Signed in the presence of Two Witnesses: **OSO Properties, Inc.**, a Florida non-profit corporation (Corporate Seal)

Signature
Print Name: _____
By: _____
Name: _____
Title: _____

Signature
Print Name: _____

CORPORATE ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF ORANGE

THE FOREGOING INSTRUMENT was acknowledged before me this _____ day of _____, 2016, by Ellen Siler, as Interim CEO of **OSO Properties, Inc.**, a non-profit Florida corporation. He/she is _____ personally known to me or _____ has produced _____ as identification.

Notary Public
Print Name: _____
My Commission expires:

Approved as to form and legality for the use
and reliance of the City of Orlando, Florida
only
_____, 2016

By: _____
Chief Assistant City Attorney

Exhibit "A"

THE SOUTH 1/2 OF SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST E1/4 OF SECTION 27, TOWNSHIP 21 SOUTH, RANGE 28 EAST, LESS THE SOUTH 132.54 FEET OF THE WEST 581.89 FEET AND THE SOUTH 42.54 FEET OF THE OF EAST 80.00 FEET BEING CONTIGUOUS, OF THE SOUTH 1/2 OF SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST E1/4 OF SECTION 27, TOWNSHIP 21 SOUTH, RANGE 28 EAST. AND THAT PART OF THE SE1/4 OF THE SW1/4 OF THE SE1/4, LYING WEST OF STATE HIGHWAY 435 (LESS THE SOUTH 15 FEET HEREOF), SECTION 27, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA. CONTAINING: 321,080 SQ.FT. (7.37 ACRES)