

**SECOND AMENDMENT TO  
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM SUBAWARD  
SPECIFIC PERFORMANCE AND LAND USE RESTRICTION AGREEMENT  
WITH DIRECTIONS FOR MENTAL HEALTH, INC. D/B/A DIRECTIONS FOR LIVING (CD19DMH)**

THIS AMENDMENT (AMENDMENT) is made 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 **Directions for Mental Health, Inc., d/b/a Directions for Living** (hereinafter **AGENCY**), a not-for-profit corporation organized under the laws of the State of Florida, having its principal office 1437 South Belcher Road, Clearwater, Florida 33764:

**WITNESSETH:**

WHEREAS, the **COUNTY** entered into Specific Performance and Land Use Restriction Agreement **CD19DMH (AGREEMENT)** with **AGENCY** to provide, through the Pinellas County Housing and Community Development Department (**DEPARTMENT**), **\$104,204.00 (One Hundred Four Thousand, Two Hundred Four and NO/100 Dollars)** in Community Development Block Grant (CDBG) funds to **AGENCY** for facility renovations at 1437 South Belcher Road, Clearwater, Florida 33764; and

WHEREAS, the 2019-2020 Action Plan, approved by the Board in Resolution 19-48, identified funding be provided to **AGENCY** for facility improvements to include the purchase and installation of an industrial grade back-up generator at Direction's Clearwater Center (the **PROJECT**); and

WHEREAS, the **COUNTY** and **AGENCY** executed a First Amendment to the Community Development Block Grant Subaward Specific Performance and Land Use Restriction Agreement **CD19DMH**, effective September 10, 2020(First Amendment), wherein the **COUNTY** provided an additional **\$42,041.00 (Forty-Two Thousand, Forty-One and NO/100 Dollars)** in CDBG funding to **AGENCY** for the completion of the **PROJECT**, for a total CDBG investment of **\$146,245 (One Hundred Forty-Six Thousand, Two Hundred Forty-Five and NO/100 Dollars)** and extended the term of the Agreement six (6) months to March 31, 2021 to provide additional time for completion of the **PROJECT**; and

WHEREAS, due to the recent pandemic, project commencement was delayed, and permitting delays were experienced due to additional levels of review being required due to the type of project; and

WHEREAS, the **AGREEMENT** as amended states that **PROJECT** activities shall be completed by the **AGREEMENT** expiration date of March 31, 2021; and

WHEREAS, the **AGENCY**, will not be able to complete the **PROJECT** on or before the **AGREEMENT** expiration date of March 31, 2021; and

WHEREAS, providing an additional extension of the term of the Agreement to the project requires that the restricted period of the land use restriction be extended; and

WHEREAS, the **AGENCY** has requested, and the **COUNTY** has agreed, to extend the **AGREEMENT** expiration date to **September 30, 2021**.

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, 2019**, and unless terminated pursuant to the terms herein, shall continue in full force and effect until **September 30, 2021**, or until **COUNTY'S** full and complete disbursement of funding to **AGENCY**, whichever comes first. **AGENCY** shall complete **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:

**4. SPECIFIC GRANT INFORMATION**

(e)	Subaward Period of Performance Start and End Date	October 1, 2019 - September 30, 2021
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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**

**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 **October 1, 2031** (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.

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed on the last date of execution as shown below.

\*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: March 8, 2021

APPROVED AS TO FORM

By: Chelsea Hardy

Office of the County Attorney

ATTEST:



Witness #1 Signature

Wendy Merson

Print or Type Name

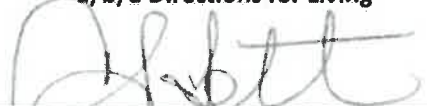


Witness #2 Signature

Mark W. Casart

Print or Type Name

AGENCY: **Directions for Mental Health, Inc.**  
**d/b/a Directions for Living**

By: 

April Lott, President & CEO

Date: 3/3/2021

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 10 day of March, 2021.

KENNETH P. BURKE, Clerk of the Circuit Court Ex-Officio Clerk of the Board of County Commissioners, Pinellas County, Florida.

By:   
Deputy Clerk