

**THIRD AMENDMENT TO
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM SUBAWARD
SPECIFIC PERFORMANCE AND LAND USE RESTRICTION AGREEMENT
(Agreement No.: CD21CASA)**

THIS THIRD AMENDMENT TO THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM SUBAWARD SPECIFIC PERFORMANCE AND LAND USE RESTRICTION AGREEMENT (hereinafter THIRD 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 Community Action Stops Abuse, Inc. (hereinafter AGENCY), a not-for-profit corporation organized under the laws of the State of Florida, having its principal office 1011 First Avenue North, St. Petersburg, Florida 33731:

WITNESSETH:

WHEREAS, the COUNTY entered into a Community Development Block Grant Program Subaward Specific Performance and Land Use Restriction Agreement, Agreement No.: CD21CASA (hereinafter AGREEMENT) with AGENCY on November 5, 2021, to provide, through the Pinellas County Housing and Community Development Department (DEPARTMENT), **\$42,504.00** in Community Development Block Grant (hereinafter CDBG) funds to AGENCY for facility Improvements, as recorded in Official Records Book 21817 Pages 147-170 (hereinafter the AGREEMENT); and

WHEREAS, the COUNTY executed a First Amendment to AGREEMENT with the AGENCY on September 25, 2022, wherein the COUNTY revised the scope of the project to include architectural design plans for the project and additional improvements, extended the term of the specific performance period and restricted period, as recorded in Official Records Book 22218, Pages 1201-1203; and

WHEREAS, the COUNTY executed a Second Amendment to AGREEMENT with the AGENCY on February 10, 2023, wherein the COUNTY extended the term of the specific performance period and restricted period, as recorded in Official Records Book 22344, Pages 2235-2237; and

WHEREAS, the AGREEMENT states that the PROJECT activities shall be completed by the AGREEMENT expiration date of September 30, 2023; and

WHEREAS, the AGENCY will not be able to complete the PROJECT on or before the AGREEMENT expiration date of September 30, 2023; and

WHEREAS, additional time is required for the completion of the project, the COUNTY will extend the AGREEMENT expiration date six (6) months to **March 31, 2024**; 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 six (6) months to **April 1, 2029**.

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

This Agreement shall become valid and binding upon proper execution by the parties hereto, and unless terminated pursuant to the term herein, shall continue in full force and effect until **March 31, 2024**, or until COUNTY'S full and complete disbursement of funding to AGENCY, whichever comes first. AGENCY may use funds provided herein to cover eligible PROJECT expenses incurred by the AGENCY between **October 1, 2021** and **March 31, 2024**.

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.

5. SPECIFIC GRANT INFORMATION

(e)	Subaward Period of Performance Start and End Date	10/01/2021 – 3/31/2024
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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, 2029** (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.

ATTEST:

PINELLAS COUNTY, FLORIDA
a political subdivision of the State of Florida

Della Klug
Witness #1 Signature

By: 
Barry A. Burton, County Administrator

Della Klug
Print or Type Name

Date: August 15, 2023

s/Jo Lugo
Witness #2 Signature

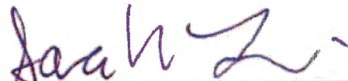
APPROVED AS TO FORM
By: Derrill McAteer
Office of the County Attorney

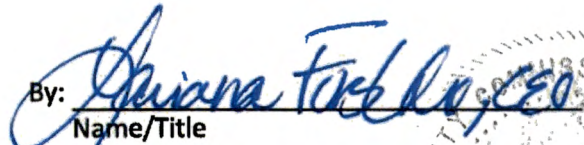
Jo Lugo
Print or Type Name

ATTEST:

AGENCY: Community Action Stops Abuse, Inc.

Note: Two witnesses are required


Witness #1 Signature

By: 
Name/Title

Sarah Libes
Print or Type Name

Date: 8/10/23


Witness #2 Signature

Ann Cecilia Gross Almorte
Print or Type Name

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 15th day of August, 2023
KENNETH P. BURKE, Clerk of the Circuit Court Ex-Officio Clerk of the Board of County Commissioners, Pinellas County, Florida.

By: 
Deputy Clerk