

**SECOND AMENDMENT TO
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM SUBAWARD
SPECIFIC PERFORMANCE AGREEMENT
WITH YOUNG MEN’S CHRISTIAN ASSOCIATION OF THE SUNCOAST, INC. D/B/A
YMCA OF THE SUNCOAST, INC. (Agreement No.: CD23GRAY)**

THIS SECOND AMENDMENT TO THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM SUBAWARD SPECIFIC PERFORMANCE AGREEMENT (hereinafter SECOND 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 **Young Men’s Christian Association of the Suncoast, Inc. d/b/a YMCA of the Suncoast, Inc.** (hereinafter AGENCY), a not-for-profit corporation organized under the laws of the State of Florida, having its principal office at 2469 Enterprise Road, Clearwater, Florida 33763.

WHEREAS, the 2023-2024 Action Plan, approved by the Board in Resolution 23-56, identified funding be provided to AGENCY for facility improvements including upgrades and improvements to the front lobby and the pass-through room at the YMCA’s Greater Ridgecrest Branch facility, located at 1801-119th Street North, Largo, FL 33778, in the locally designated Greater Ridgecrest Area Target Area, a low- and moderate-income area (hereinafter the PROJECT); and

WHEREAS, COUNTY entered into a Community Development Block Grant Program Subaward Specific Performance Agreement, Agreement No.: **CD23GRAY** (hereinafter AGREEMENT) with AGENCY on November 6, 2023, to provide, through the Pinellas County Housing and Community Development Department (hereinafter DEPARTMENT), **\$25,000.00 (Twenty-Five Thousand and NO/100 Dollars)** in Community Development Block Grant (CDBG) funds to AGENCY for the PROJECT; and

WHEREAS, the COUNTY executed a First Amendment to AGREEMENT with AGENCY on April 23, 2024, wherein the COUNTY provided an additional \$6,723.00 in CDBG funding to cover the costs associated with bids coming in higher than the original funding amount due to increased construction costs, increasing the total CDBG investment to \$31,723.00; updated the project description to include replacing lobby lighting with LED lighting fixtures, and increased the amount of required property insurance coverage for the project; and

WHEREAS, due to unforeseen delays during the commencement of the rehabilitation project, the AGENCY will not be able to complete the PROJECT on or before the AGREEMENT expiration date of September 30, 2024; and

WHEREAS, the COUNTY will extend the AGREEMENT expiration date three (3) months to **December 31, 2024**, to allow time for PROJECT completion; and

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 **December 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, 2023, and December 31, 2024.**

5. SPECIFIC GRANT INFORMATION

(e)	Subaward Period of Performance Start and End Date	10/01/2023 - 12/31/2024
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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.

Signed, sealed, and delivered in the presence of:

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

By: _____
Barry A. Burton, County Administrator

Date: _____

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by means of () physical presence or () online notarization, this ____ day of **August 2024**, by **Barry A. Burton, County Administrator, Pinellas County**, a political subdivision of the State of Florida, who is () personally known to me or () who has produced _____ as identification.

(Signature)

(NOTARY STAMP/SEAL ABOVE)

(Name of Notary, typed, printed, or stamped)

Signed, sealed, and delivered in the presence of:

AGENCY: Young Men’s Christian Association of the Suncoast, Inc. d/b/a YMCA of the Suncoast, Inc.
a Florida Not-for-Profit Corporation

By: _____
Scott Goyer, President & CEO

Date: _____

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by means of () physical presence or () online notarization, this ____ day of **August 2024**, by **Scott Goyer, President & CEO, Young Men’s Christian Association of the Suncoast, Inc., d/b/a YMCA of the Suncoast, Inc.**, a Florida Not-for-Profit Corporation, who is () personally known to me or () who has produced _____ as identification.

(Signature)

(NOTARY STAMP/SEAL ABOVE)

(Name of Notary, typed, printed, or stamped)