

This instrument was prepared by:
Marcella Faucette, Pinellas County Housing
and Community Development Department
310 Court Street, 1st Floor
Clearwater, FL 33756

**SECOND AMENDMENT TO
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM SUBAWARD
SPECIFIC PERFORMANCE AND LAND USE RESTRICTION AGREEMENT
WITH COMMUNITY ACTION STOPS ABUSE, INC.
(Agreement No.: CD23CASA)**

THIS SECOND AMENDMENT TO THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM SUBAWARD SPECIFIC PERFORMANCE AND LAND USE RESTRICTION 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 **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 at 1011 First Avenue North, St. Petersburg, Florida 33705.

THIS SECOND AMENDMENT shall be properly filed and recorded by the County in the official public records of Pinellas County, Florida and shall constitute an amendment to the restriction upon the use of the property, subject to and in accordance with the terms contained herein:

WHEREAS, the COUNTY entered into a Community Development Block Grant Program Subaward Specific Performance and Land Use Restriction Agreement, Agreement No.: **CD23CASA (AGREEMENT)** with AGENCY on December 12, 2023, to provide, through the Pinellas County Housing and Community Development Department (DEPARTMENT), **\$100,000.00 (One Hundred Thousand and NO/100 Dollars)** in Community Development Block Grant (CDBG) funds to AGENCY for facility improvements, as recorded in Official Records Book 22650, Pages 1413-1441 (hereinafter **AGREEMENT**); and

WHEREAS, the COUNTY executed a First Amendment to **AGREEMENT** with AGENCY on August 14, 2024, wherein the COUNTY extended the term of the Agreement three (3) months to December 31, 2024, and extended the term of the Restricted Period three (3) months to January 1, 2033, as recorded in Official Records Book 22993, Page(s) 2257-2259; and

WHEREAS, due to delays in the permitting process and the emergency health issue of the contractor, the AGENCY will not be able to complete the PROJECT on or before the **AGREEMENT** expiration date of December 31, 2024; and

WHEREAS, the COUNTY will extend the **AGREEMENT** expiration date six (6) months to **June 30, 2025**, to allow time for PROJECT completion; 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 **July 1, 2033**; 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 **June 30, 2025**, 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 June 30, 2025**.

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	10/01/2023 - 06/30/2025
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7. REVERSION OF ASSETS; LAND USE RESTRICTIONS

- 1) **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 **July 1, 2033 (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.

Signed, sealed, and delivered in the presence of:

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

PINELLAS COUNTY, FLORIDA

a political subdivision of the State of Florida

By: *Barry A. Burton*

Name: Barry A. Burton

Title: County Administrator

Address: 315 Court Street
Clearwater, FL 33756

Date: December 13, 2024

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by means of (☒) physical presence or () online notarization, this 13 day of **December 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.

(NOTARY STAMP/SEAL ABOVE)



Jo Alejandra Lugo
(Signature)

Jo Alejandra Lugo
(Name of Notary, typed, printed, or stamped)

Signed, sealed, and delivered in the presence of:

AGENCY: Community Action Stops Abuse, Inc.
a Florida Not-for-Profit Corporation

By: *Lariana Forsythe*

Name: Lariana Forsythe

Title: CEO

Address: 1011 First Avenue North
St. Petersburg, FL 33705

Date: 12/10/24

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by means of () physical presence or () online notarization, this 10 day of **December 2024**, by **Lariana Forsythe, CEO, Community Action Stops Abuse, Inc.**, a Florida Not-for-Profit Corporation, who is (☒) personally known to me or () who has produced _____ as identification.

(NOTARY STAMP/SEAL ABOVE)



SARAH HIRSCHMAN LIBES
Commission # HH 229007
Expires March 23, 2026

Sarah Hirschman Libes
(Signature)

Sarah Hirschman Libes
(Name of Notary, typed, printed, or stamped)