KEN BURKE, CLERK OF COURT AND COMPTROLLER PINELLAS COUNTY, FL INST# 2024303975 12/05/2024 12:50 PM OFF REC BK: 22993 PG: 2257-2259 DocType:AGM

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

FIRST 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 FIRST AMENDMENT TO THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM SUBAWARD SPECIFIC PERFORMANCE AND LAND USE RESTRICTION AGREEMENT (hereinafter FIRST 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 FIRST 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, 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 2023-2024 Action Plan, approved by the Board in Resolution 23-56, identified funding be provided to AGENCY for facility rehabilitation including kitchen improvements to two (2) kitchens at the AGENCY'S Domestic Violence Emergency Shelter, located at a confidential address per Florida Statute 39.908, (hereinafter 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

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 three (3) months to January 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 **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**.

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 - 12/31/2024
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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 January 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)

APPROVED AS TO FORM Name: Barry A. Burton Derrill McAteer Office of the County Attorney Title: County Administrator Address: 315 Court Street Clearwater, FL 33756 August 14, 2024 Date: STATE OF FLORIDA COUNTY OF PINELLAS The foregoing instrument was acknowledged before me by means of (W physical presence or () online notarization, this 14 day of August 2024, by Barry A. Burton, County Administrator, Pinellas County, a political subdivision of the State of Florida, who is $\mathcal U$ personally known to me or () who has produced as identification I (NOTARY STAMP/SEAL ABOVE) typed, printed, or stamped) Signed, sealed, and delivered in the income WATE OF THE OF T AGENCY: Community Action Stops Abuse, Inc. a Florida Norfor-Profit Corporation. Title: CEO Address: 1011 First Avenue North St. Petersburg, FL 33705 STATE OF FLORIDA COUNTY OF PINELLAS The foregoing instrument was acknowledged before me by means of (x) physical presence or () online notarization, this ____ day of August 2024, by Laflana Forsythe, CEO, Community Action Stops Abuse, Inc., a Florida Not-for-Profit Corporation, who is (4' personally known to me or () who has produced __ as identification. SARAH HIRSCHMAN LIBES (Signature) Commission # HH 229007 Expires March 23, 2026 (Name of Notary, typed, printed, or stamped) (NOTARY STAMP/SEAL ABOVE) 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 Pineilas County, Florida. Witness my hand and seal of said County FL this December, 20 24. KENNETH P. BURKE, Clerk of the Circuit Court Ex-Officia Cl Board of County Commissioners, Pinellas County, Florida

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed on the last date of

PINELLAS COUNTY, FLORIDA

a political subdivision of the State of Florida

execution as shown below.

Signed, sealed, and delivered in the presence of: