

**SECOND AMENDMENT TO  
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM SUBAWARD  
SPECIFIC PERFORMANCE AND LAND USE RESTRICTION AGREEMENT  
WITH HOMELESS EMERGENCY PROJECT, INC.  
D/B/A HOMELESS EMPOWERMENT PROGRAM - (CD19HEP)**

THIS AMENDMENT (hereinafter AMENDMENT), 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 **Homeless Emergency Project, Inc., d/b/a Homeless Empowerment Program** (hereinafter **AGENCY**), a not-for-profit corporation organized under the laws of the State of Florida, having its principal office 1120 North Betty Lane, Clearwater, Florida 33755:

WITNESSETH:

WHEREAS, the **COUNTY** entered into Specific Performance and Land Use Restriction Agreement **CD19HEP (AGREEMENT)**, with **AGENCY** to provide, through the Pinellas County Housing and Community Development Department (DEPARTMENT), **\$79,774.00 (Seventy-Nine Thousand, Seven Hundred Seventy-Four and NO/100 Dollars)** in Community Development Block Grant (CDBG) funds to **AGENCY** for facility renovations at 1120 North Betty Lane, Clearwater, Florida 33755; and

WHEREAS, the 2019-2020 Action Plan, approved by the Board in Resolution 19-48, identified funding be provided to **AGENCY** for facility renovations to include the replacement of windows, interior and exterior doors, lighting, flooring, plumbing, smoke detectors, and A/C vents; the construction of new and the remodel of existing bathrooms; exterior improvements including painting, stucco and masonry work and the replacement of drainage gutters and awnings at the **AGENCY'S** Adult Emergency Shelter located at 1120 North Betty Lane, Clearwater, Florida 33755, (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 **CD19HEP**, effective September 24, 2020 (First Amendment), wherein the **COUNTY** extended the term of the Agreement nine (9) months to June 30, 2021, to provide additional time for completion of the PROJECT; and

WHEREAS, the project description of the original AGREEMENT did not include costs associated with architectural fees and construction administration; and

WHEREAS, the **AGENCY** has requested, and the **COUNTY** has agreed to revise the project description to reflect the costs associated with architectural fees and construction administration; and

WHEREAS, it is necessary to amend subsection (a) of Section 1. PROJECT DESCRIPTION of the AGREEMENT to revise the scope of the project to include costs associated with architectural fees and construction administration; and

WHEREAS, it is necessary to amend subsection (i) of Section 5. SPECIFIC GRANT INFORMATION of the AGREEMENT to document the revision the scope of the project.

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 1. PROJECT DESCRIPTION, subsection a), shall be deleted and replaced with the following:

**1. PROJECTION DESCRIPTION**

a) **AGENCY** shall contract for facility renovations including the replacement of windows, interior and exterior doors, lighting, flooring, plumbing, smoke detectors, and A/C vents; the construction of new and the remodel of existing bathrooms; exterior improvements including painting, stucco and masonry work and the replacement of drainage gutters and awnings at the property as further described herein; for the benefit of the population described in Section 1(d) herein; hereinafter referred to as the "PROJECT." **COUNTY** shall provide funding to **AGENCY** for the PROJECT, which shall include the architectural fees and construction administration associated therewith, pursuant to the terms of this AGREEMENT.

2. That Section 5. SPECIFIC GRANT INFORMATION, subsection (i) shall be deleted and replaced with the following:

**5. SPECIFIC GRANT INFORMATION**

(i)	Federal Award Project Description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	Provision of funds for costs associated with architectural fees, construction administration and interior and exterior renovations to Homeless Empowerment Program's Adult Emergency Shelter.
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3. Except as modified by this AMENDMENT, the remaining 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:**

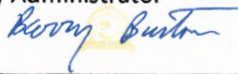
Della Klug  
Witness #1 Signature

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

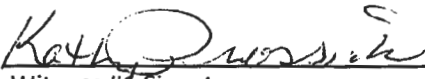
Date: March 22, 2021

**APPROVED AS TO FORM**

By: Chelsea Hardy  
Office of the County Attorney

**ATTEST:**

\*Note: Two witnesses are required\*

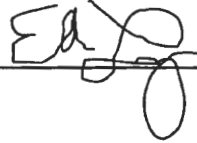
  
Witness #1 Signature

Kathy Prossick  
Print or Type Name

  
Witness #2 Signature

Kathleen George  
Print or Type Name


**AGENCY: Homeless Emergency Project, Inc. d/b/a  
Homeless Empowerment Program**

By:   
E. Ashley Lowrey/President & CEO  
Name/Title

Date: 03/09/2021

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 23 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