

**SECOND AMENDMENT TO
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM SUBAWARD
SPECIFIC PERFORMANCE AND LAND USE RESTRICTION AGREEMENT
(Agreement No.: CD21DMH)**

THIS AMENDMENT (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 **Directions for Mental Health, Inc., d/b/a Directions for Living** (hereinafter **AGENCY**), a Florida not-for-profit corporation, having its principal office at 1437 South Belcher Road, Clearwater, Florida 33764:

WITNESSETH:

WHEREAS, the COUNTY entered into a Community Development Block Grant Program Subaward Specific Performance and Land Use Restriction Agreement, Agreement No.: **CD21DMH (AGREEMENT)** with AGENCY on December 10, 2021, to provide, through the Pinellas County Housing and Community Development Department (DEPARTMENT), **\$273,035.00 (Two Hundred Seventy-Three Thousand, Thirty-Five and NO/100 Dollars)** in Community Development Block Grant (CDBG) funds to AGENCY for facility renovations at 1437 South Belcher Road, Clearwater, Florida 33764, as recorded in Official Records Book 21850, Pages 1080-1109 (PROJECT); and

WHEREAS, the COUNTY executed a First Amendment to AGREEMENT with the AGENCY on October 25, 2022, wherein the COUNTY provided an additional \$170,777.00 in CDBG funding, for a total CDBG investment of \$443,812.00 to agency for additional facility improvements, revised the project description to include roof replacement and extended the term of the specific performance period and restricted period, and increased the amount of required property insurance coverage Directions must carry through the term of the Agreement, as recorded in Official Records Book 22245, Pages 1633-1636; and

WHEREAS, the AGREEMENT states that 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 three (3) months to **December 31, 2023**; 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, 2044**.

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, 2023**, 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 **December 31, 2023**.

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

(d)	Federal Award Date	11/24/2021
(e)	Subaward Period of Performance Start and End Date	10/1/2021 – 12/31/2023

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 **January 1, 2044** (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

Della Klug


Print or Type Name

s/Jo Lugo

Witness #2 Signature

Jo Lugo

Print or Type Name

By: 

Barry A. Burton, County Administrator

August 7, 2023

Date

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

ATTEST:

Note: Two witnesses are required


AGENCY: Directions for Mental Health, Inc.
d/b/a Directions for Living



Witness #1 Signature

Maria East.

Print or Type Name



Witness #2 Signature

Quinn Cohen

Print or Type Name

By: 

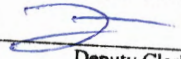
April Lott President + CEO

Name/Title

Date: 8/1/23



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 8th 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