

**FIRST 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 2019-2020 Action Plan, approved by the Board in Resolution 19-48, identified funding be provided to **AGENCY** 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 facility located at 1120 North Betty Lane, Clearwater, Florida 33755, (hereinafter the PROJECT); and

WHEREAS, on October 24, 2019, the **COUNTY** and **AGENCY** executed Specific Performance and Land Use Restriction Agreement **CD19HEP** (hereinafter AGREEMENT), wherein the **COUNTY** agreed to provide, through the Pinellas County Planning Department (hereinafter 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 the PROJECT; and

WHEREAS, the **AGENCY'S** commencement of the first phase of the PROJECT has been substantially delayed due to the COVID-19 Pandemic and contractual negotiations; and

WHEREAS, the AGREEMENT states that the PROJECT activities shall be completed by the AGREEMENT expiration date of September 30, 2020; and

WHEREAS, the **AGENCY**, will not be able to complete the PROJECT on or before the AGREEMENT expiration date; and

WHEREAS, the **AGENCY** has requested, and the **COUNTY** has agreed to extend the AGREEMENT expiration date to **June 30, 2021**; and

WHEREAS, extending the effective date of the AGREEMENT requires that the restricted period of the land use restriction be extended.

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 3. TERM OF SPECIFIC PERFORMANCE AGREEMENT; EFFECTIVE DATE, shall be deleted and replaced with the following:

3. TERM OF SPECIFIC PERFORMANCE AGREEMENT; EFFECTIVE DATE

This AGREEMENT shall become valid and binding upon proper execution by the parties hereto. The term of specific performance for this AGREEMENT (PROJECT completion and reimbursement) is effective on **October 1, 2019**, and unless terminated pursuant to the terms herein, shall continue in full force and effect until **June 30, 2021**, or until **COUNTY'S** full and complete disbursement of funding to **AGENCY**, whichever comes first. **AGENCY** shall complete PROJECT, described in Section 1 ("Project Description"), within this term of performance.

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.

2. That Section 5. SPECIFIC GRANT INFORMATION subsections (d) and (e) shall be deleted and replaced with the following:

5. SPECIFIC GRANT INFORMATION

(d)	Federal Award Date	October 23, 2019
(e)	Subaward Period of Performance Start and End Date	October 1, 2019 - June 30, 2021

3. That Section 7. REVERSION OF ASSETS; LAND USE RESTRICTIONS subsection b) shall be deleted and replaced with the following:

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 **July 1, 2028** (hereinafter the "Restricted Period").

4. 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.

Note: Two witnesses are required

ATTEST:

PINELLAS COUNTY, FLORIDA
a political subdivision, by and through its
County Administrator

Della Klug
Witness #1 Signature

By: 
Barry A. Burton, County Administrator


Della Klug
Print or Type Name

Date: September 24, 2020

s/Jo Lugo
Witness #2 Signature

Jo Lugo
Print or Type Name

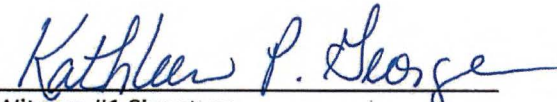
APPROVED AS TO FORM
OFFICE OF COUNTY ATTORNEY

By: 
Chelsea D. Hardy, Assistant County Attorney

ATTEST:

Note: Two witnesses are required


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


Witness #1 Signature

By: 

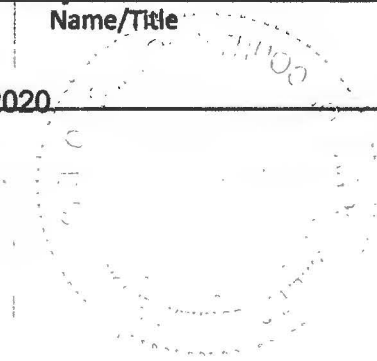
Kathleen P. George
Print or Type Name

E Ashley Lowery/President & CEO
Name/Title


Witness #2 Signature

Date: 9/22/2020

LaDonica Whittier
Print or Type Name





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 29th day of September A.D. 2020.

KENNETH P. BURKE, Clerk of the Circuit Court Ex-Officio Clerk of the Board of County Commissioners, Pinellas County, Florida.

By [Signature]
Deputy Clerk