

**FIRST AMENDMENT TO
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM SUBAWARD
SPECIFIC PERFORMANCE AGREEMENT
WITH YOUNG MEN’S CHRISTIAN ASSOCIATION OF THE SUNCOAST, INC. D/B/A
YMCA OF THE SUNCOAST, INC. (Agreement No.: CD22GRAY2)**

THIS FIRST AMENDMENT TO THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM SUBAWARD SPECIFIC PERFORMANCE 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 **Young Men’s Christian Association of the Suncoast, Inc. d/b/a YMCA of the Suncoast, Inc.** (hereinafter AGENCY), a not-for-profit corporation organized under the laws of the State of Florida, having its principal office at 2469 Enterprise Road, Clearwater, Florida 33763.

WHEREAS, the 2022-2023 Action Plan, approved by the Board in Resolution 22-60, identified funding be provided to AGENCY for facility improvements including installing a drop ceiling, air-conditioning duct work, fire suppression system, new flooring, electrical and data conduit for computers, filling pit area with concrete, and painting facility space at the YMCA’s Greater Ridgecrest Branch facility, located at 1801-119th Street North, Largo, FL 33778, in the locally designated Greater Ridgecrest Area Target Area, a low- and moderate-income area (hereinafter the PROJECT); and

WHEREAS, COUNTY entered into a Community Development Block Grant Program Subaward Specific Performance and Land Use Restriction Agreement, Agreement No.: **CD22GRAY2** (hereinafter AGREEMENT) with AGENCY on November 20, 2023, to provide, through the Pinellas County Housing and Community Development Department (hereinafter DEPARTMENT), **\$54,967.00 (Fifty-Four Thousand, Nine Hundred Sixty-Seven and NO/100 Dollars)** in Community Development Block Grant (CDBG) funds to AGENCY for facility improvements; 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.

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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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:

PINELLAS COUNTY, FLORIDA
a political subdivision of the State of Florida

By: _____
Barry A. Burton, County Administrator

Date: _____

STATE OF FLORIDA
COUNTY OF PINELLAS

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

(Signature)

(Name of Notary, typed, printed, or stamped)

(NOTARY STAMP/SEAL ABOVE)

Signed, sealed, and delivered in the presence of:

AGENCY: Young Men’s Christian Association of the Suncoast, Inc. d/b/a YMCA of the Suncoast, Inc.
a Florida Not-for-Profit Corporation

By: _____
Scott Goyer, President & CEO

Date: _____

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by means of () physical presence or () online notarization, this ____ day of **August 2024**, by **Scott Goyer, President & CEO, Young Men’s Christian Association of the Suncoast, Inc., d/b/a YMCA of the Suncoast, Inc.**, a Florida Not-for-Profit Corporation, who is () personally known to me or () who has produced _____ as identification.

(Signature)

(Name of Notary, typed, printed, or stamped)

(NOTARY STAMP/SEAL ABOVE)