

**FIRST AMENDMENT TO
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM SUBAWARD
SPECIFIC PERFORMANCE AND LAND USE RESTRICTION AGREEMENT
WITH COMMUNITY ACTION STOPS ABUSE, INC. (CD21CASA)**

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 **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 1011 First Avenue North, St. Petersburg, Florida 33731:

WITNESSETH:

WHEREAS, **COUNTY** entered into a Community Development Block Grant Program Subaward Specific Performance and Land Use Restriction Agreement, Agreement No.: **CD21CASA** (AGREEMENT) with **AGENCY** on November 5, 2021 to provide, through the Pinellas County Planning Department (DEPARTMENT), **\$42,504.00 (Forty-Two Thousand, Five Hundred Four and NO/100 Dollars)** in Community Development Block Grant (CDBG) funds to **AGENCY** for facility Improvements, as recorded in Official Records Book 21817 Pages 147-170 (hereinafter the AGREEMENT); and

WHEREAS, the 2021-2022 Action Plan, approved by the Board in Resolution 21-47, identified funding be provided to **AGENCY** for the installation of a secured automatic entry gate and second entrance with asphalt driveway extending to current parking lot at the **AGENCY'S** Domestic Violence Emergency Shelter, for the benefit of approximately 500 survivors of domestic violence and their children (hereinafter the PROJECT); and

WHEREAS, architectural designs are needed for the PROJECT and the **AGENCY** has requested, and the **COUNTY** has agreed, to revise the scope of the project to include the cost of contracting for architectural plans in the AGREEMENT; and

WHEREAS, the AGREEMENT states that the PROJECT activities shall be completed by the AGREEMENT expiration date of September 30, 2022; and

WHEREAS, the **AGENCY**, will not be able to complete the PROJECT on or before the AGREEMENT expiration date of September 30, 2022; and

WHEREAS, the **AGENCY** has requested, and the **COUNTY** has agreed, to extend the AGREEMENT expiration date, three (3) months to **December 31, 2022**; 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, 2028**.

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:

1. PROJECT DESCRIPTION

- a) AGENCY shall contract for architectural design plans for and installation of a secured automatic entry gate and second entrance with asphalt driveway extending to current parking lot at the AGENCY’S Domestic Violence Emergency Shelter, for the benefit of approximately 500 survivors of domestic violence and their children; hereinafter referred to as the “PROJECT.” COUNTY shall provide funds to AGENCY under this AGREEMENT for eligible costs associated with PROJECT.

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, 2022**, 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, 2022**.

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	10/01/2021 – 12/31/2022

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, 2028** (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.

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

Witness #2 Signature

Print or Type Name

PINELLAS COUNTY, FLORIDA

a political subdivision of the State of Florida


By: _____
Barry A. Burton, County Administrator

Date: September 25, 2022

ATTEST:

Note: Two witnesses are required



Witness #1 Signature

Sarah Libes

Print or Type Name




Witness #2 Signature

Jill D. Flansburg

Print or Type Name

AGENCY: Community Action Stops Abuse, Inc.


By: _____
Lariana Forsythe, CEO

Date: 9/28/22

APPROVED AS TO FORM
By: Michael A. Zas
Office of the County Attorney