

**FIRST AMENDMENT TO
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM SUBAWARD
SPECIFIC PERFORMANCE AND LAND USE RESTRICTION AGREEMENT
WITH DIRECTIONS FOR MENTAL HEALTH, INC. D/B/A DIRECTIONS FOR LIVING (CD19DMH)**

THIS AMENDMENT (AMENDMENT) is made 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 not-for-profit corporation organized under the laws of the State of Florida, having its principal office 1437 South Belcher Road, Clearwater, Florida 33764:

WITNESSETH:

WHEREAS, the **COUNTY** entered into Specific Performance and Land Use Restriction Agreement **CD19DMH** (AGREEMENT) with **AGENCY** to provide, through the Pinellas County Housing and Community Development Department (DEPARTMENT), **\$104,204.00 (One Hundred Four Thousand, Two Hundred Four and NO/100 Dollars)** in Community Development Block Grant (CDBG) funds to **AGENCY** for facility renovations at 1437 South Belcher Road, Clearwater, Florida 33764; and

WHEREAS, the 2019-2020 Action Plan, approved by the Board in Resolution 19-48, identified funding be provided to **AGENCY** for facility improvements to include the purchase and installation of an industrial grade back-up generator at Direction's Clearwater Center (the PROJECT); and

WHEREAS, bids for the PROJECT came in higher than anticipated and the **AGENCY** has requested additional funding to complete the project; and

WHEREAS, additional CDBG funding has been identified to complete the PROJECT; and

WHEREAS, the AGREEMENT states that 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 of September 30, 2020; and

WHEREAS, providing additional funding to the project requires that the restricted period of the land use restriction be extended; and

WHEREAS, the **AGENCY** has requested, and the **COUNTY** has agreed to increase the PROJECT funding and extend the AGREEMENT expiration date to **March 31, 2021**.

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 is effective on **October 1, 2019**, and unless terminated pursuant to the terms herein, shall continue in full force and effect until **March 31, 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 4. FUNDING subsection (a), shall be deleted and replaced with the following:

4. FUNDING

- a) **COUNTY**, through DEPARTMENT, shall pay **AGENCY** a maximum of **\$146,245.00 (One Hundred Forty-Six Thousand, Two Hundred Forty-Five and NO/100 Dollars)** in CDBG funding for the PROJECT described in the Project Description section of this AGREEMENT.

3. That Section 5. SPECIFIC GRANT INFORMATION subsections (d), (e), (f), (g) and (h) 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 - March 31, 2021
(f)	Amount of Federal Funds Obligated by this Action (“by the pass-through entity to the subgrantee”)	\$146,245.00
(g)	Total Amount of Federal Funds Obligated to Subgrantee (“by the pass-through entity including the current obligation”)	\$146,245.00
(h)	Total Amount of the Federal Award (“committed to the subgrantee by the pass-through entity.”)	\$146,245.00

4. 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 **April 1, 2031** (hereinafter the "Restricted Period").

5. That ATTACHMENT C INSURANCE REQUIREMENTS, (D) Property Insurance be deleted and replaced with the following:

(D) Property Insurance **AGENCY** is required to provide an evidence of property coverage in an amount of \$146,245 or more for the duration of the agreement. Property coverage form is "special form" including wind perils. Evidence of coverage must name **PINELLAS COUNTY** as loss payee.

6. Except as modified by this AMENDMENT, the remaining terms and conditions of the AGREEMENT shall remain in full force and effect.

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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:
KEN BURKE, CLERK

Katherine Carpenter
Deputy Clerk Signature

Katherine Carpenter
Deputy Clerk Print or Type Name



PINELLAS COUNTY, FLORIDA
a political subdivision, by and through its
Board of County Commissioners

By: *Pat Gerard*
Pat Gerard, Board Chair

Date: September 10, 2020

APPROVED AS TO FORM
OFFICE OF COUNTY ATTORNEY

By: *Chelsea Hardy*
Chelsea D. Hardy, Assistant County Attorney

ATTEST:

Wendy Merson
Witness #1 Signature

Wendy Merson
Print or Type Name

Christina Suarez
Witness #2 Signature

Christina Suarez
Print or Type Name

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

By: *April Lott*
April Lott, President & CEO

Date: 8.11.20