

**FIRST AMENDMENT TO
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM SUBAWARD
SPECIFIC PERFORMANCE AND LAND USE RESTRICTION AGREEMENT
(Agreement No.: CD21HEP1357)**

THIS FIRST AMENDMENT TO THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM SUBAWARD SPECIFIC PERFORMANCE AND LAND USE RESTRICTION AGREEMENT (FIRST AMENDMENT), is made and entered into by and between Pinellas County (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** (AGENCY), a not-for-profit corporation organized under the laws of the State of Florida, having its principal office at 1120 North Betty Lane, Clearwater, Florida 33755:

WITNESSETH:

WHEREAS, the COUNTY entered into Community Development Block Grant Subaward Specific Performance and Land Use Restriction Agreement No.: CD21HEP1357 with AGENCY on November 22, 2021 (AGREEMENT), to provide, through the Pinellas County Housing and Community Development Department (DEPARTMENT), \$50,000.00 in Community Development Block Grant (CDBG) funds to AGENCY for facility renovations at 1357 Park Street, Clearwater, Florida 33755, as recorded in Official Records Book 21818, Pages 568-596; and

WHEREAS, the 2021-2022 Action Plan, approved by the Board in Resolution 21-47, identified funding be provided to AGENCY for costs associated with replacing existing windows with energy efficient, impact resistant storm windows, including necessary stucco/drywall repairs, at the AGENCY'S permanent supportive housing site located at 1357 Park Street, Clearwater, FL 33755, (hereinafter the PROJECT); and

WHEREAS, proposals for the project came in higher than anticipated due to supply cost increases 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, 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, providing additional funding to the project and extending the term of the AGREEMENT requires that the restricted period of the land use restriction also be extended; and

WHEREAS, the AGENCY has requested, and the COUNTY has agreed to increase the PROJECT funding by \$23,558.00 and extend the AGREEMENT expiration date three (3) months to December 31, 2022 and the Restricted Period twenty-seven (27) months to January 1, 2030.

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, 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.

4. FUNDING

a) **COUNTY**, through DEPARTMENT, shall reimburse **AGENCY** a maximum of **\$73,558.00 (Seventy-Three Thousand, Five Hundred Fifty-Eight and NO/100 Dollars)** in CDBG funding for eligible activities related to the PROJECT.

5. SPECIFIC GRANT INFORMATION

(e)	Subaward Period of Performance Start and End Date	October 1, 2021 - December 31, 2022
f)	Amount of Federal Funds Obligated by this Action (" <i>by the pass-through entity to the subgrantee</i> ")	\$73,558.00
g)	Total Amount of Federal Funds Obligated to Subgrantee (" <i>by the pass-through entity including the current obligation</i> ")	\$73,558.00
h)	Total Amount of the Federal Award (" <i>committed to the subgrantee by the pass-through entity.</i> ")	\$73,558.00

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, 2030 (RESTRICTED PERIOD).**

8. ATTACHMENT C INSURANCE REQUIREMENTS, (8) (C) be deleted and replaced with the following:

c) **Property Insurance AGENCY** is required to provide an evidence of property coverage in an amount of **\$73,558** 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.

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 this First Amendment to be executed, on the last date of execution as shown below.

ATTEST:

Note: Two witnesses are required

PINELLAS COUNTY, FLORIDA

a political subdivision, of the State of Florida

s/Jo Lugo

Witness #1 Signature

By:



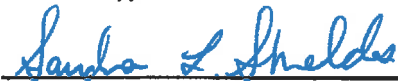
Barry A. Burton, County Administrator

Jo Lugo

Print or Type Name

Date:

4/26/2022



Witness #2 Signature

Sandra L. Shields

Print or Type Name

APPROVED AS TO FORM
By: Ann M. Morris
Office of the County Attorney

ATTEST:

Note: Two witnesses are required

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

Kathleen Prossick
Witness #1 Signature

By: Fred Webb

Kathleen Prossick
Print or Type Name

Zachary White / Executive Vice President
Print Name/Title

Satina Thomas
Witness #2 Signature

Date: 4-25-2022

Satina Thomas
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 April, 20 22

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

By Burke
Deputy Clerk

