

This instrument was prepared by:
Marcella Faucette, Pinellas County Housing
and Community Development Department
310 Court Street, 1st Floor
Clearwater, FL 33756

**FIRST AMENDMENT TO
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM SUBAWARD
SPECIFIC PERFORMANCE AND LAND USE RESTRICTION AGREEMENT
WITH COMMUNITY ACTION STOPS ABUSE, INC.
(Agreement No.: CD23CASA)**

THIS FIRST AMENDMENT TO THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM SUBAWARD SPECIFIC PERFORMANCE AND LAND USE RESTRICTION 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 **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 at 1011 First Avenue North, St. Petersburg, Florida 33705.

THIS FIRST AMENDMENT shall be properly filed and recorded by the County in the official public records of Pinellas County, Florida and shall constitute an amendment to the restriction upon the use of the property, subject to and in accordance with the terms contained herein:

WHEREAS, COUNTY entered into a Community Development Block Grant Program Subaward Specific Performance and Land Use Restriction Agreement, Agreement No.: **CD23CASA** (AGREEMENT) with AGENCY on December 12, 2023, to provide, through the Pinellas County Housing and Community Development Department (DEPARTMENT), **\$100,000.00 (One Hundred Thousand and NO/100 Dollars)** in Community Development Block Grant (CDBG) funds to AGENCY for facility improvements, as recorded in Official Records Book 22650, Pages 1413-1441 (hereinafter AGREEMENT); and

WHEREAS, the 2023-2024 Action Plan, approved by the Board in Resolution 23-56, identified funding be provided to AGENCY for facility rehabilitation including kitchen improvements to two (2) kitchens at the AGENCY'S Domestic Violence Emergency Shelter, located at a confidential address per Florida Statute 39.908, (hereinafter PROJECT); 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; 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, 2023**; and

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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7. REVERSION OF ASSETS; LAND USE RESTRICTIONS

- 1) **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, 2033** (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.

(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:

APPROVED AS TO FORM
By: Derrill McAteer
Office of the County Attorney

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

By: *Barry A. Burton*
Name: **Barry A. Burton**
Title: **County Administrator**
Address: **315 Court Street**
Clearwater, FL 33756
Date: August 14, 2024

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 14 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.

(NOTARY STAMP/SEAL ABOVE)



Jo Alejandra Lugo
(Signature)
Jo Alejandra Lugo
Name of Notary typed, printed, or stamped)

Signed, sealed, and delivered in the presence of:

AGENCY: Community Action Stops Abuse, Inc.
a Florida Not-for-Profit Corporation

By: *Lariana Forsythe*
Name: **Lariana Forsythe**
Title: **CEO**
Address: **1011 First Avenue North**
St. Petersburg, FL 33705
Date: 8/11/24

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 1 day of **August 2024**, by **Lariana Forsythe, CEO, Community Action Stops Abuse, Inc.**, a Florida Not-for-Profit Corporation, who is ☒ personally known to me or ☐ who has produced _____ as identification.



(NOTARY STAMP/SEAL ABOVE)

SARAH HIRSCHMAN LIBES
Commission # **HH 229007**
Expires **March 23, 2026**

Sarah Hirschman Libes
(Signature)
Sarah Hirschman Libes
(Name of Notary, typed, printed, or stamped)