

**FIRST AMENDMENT TO  
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM SUBAWARD  
SPECIFIC PERFORMANCE AND LAND USE RESTRICTION AGREEMENT  
(Agreement No.: CD21BGCTS)**

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 **Boys & Girls Clubs of the Suncoast, Inc.** (AGENCY), a not-for-profit corporation organized under the laws of the State of Florida, having its principal office at 4625 East Bay Drive, Suite 103, Clearwater, Florida 33764:

WITNESSETH:

WHEREAS, the COUNTY entered into Community Development Block Grant Subaward Specific Performance and Land Use Restriction Agreement No. CD21BGCTS with AGENCY on November 12, 2021 (AGREEMENT), to provide, through the Pinellas County Housing and Community Development Department (DEPARTMENT), \$82,645.00 in Community Development Block Grant (CDBG) funds to AGENCY for facility improvements at 111 West Lime Street, Tarpon Springs, Florida 34689, as recorded in Official Records Book 21804, Pages 1153-1181; 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 upgrading electrical systems and the replacement of the exterior perimeter fencing and playground surfaces at the agency's Tarpon Spring's site located at 111 West Lime Street, Tarpon Springs, Florida 34689, (hereinafter the PROJECT); and

WHEREAS, the cost for a survey of the property and the added installation and/or replacement of exterior fencing and electrical upgrades were excluded from the initial proposals for the project; and

WHEREAS, the project description of the original AGREEMENT excludes some aspects of the exterior fencing portion of the PROJECT, including survey costs and non-perimeter exterior fencing; and

WHEREAS, the AGENCY has identified additional electrical system issues that must be addressed for the PROJECT to be feasible and have 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 \$8,965.00 and extend the AGREEMENT expiration date three (3) months to December 31, 2022 and it is necessary to extend the restricted period fifteen (15) 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:

**1. PROJECT DESCRIPTION**

- a) AGENCY shall contract for facility improvements including upgrading electrical systems, replacing playground surfaces and installing and/or replacing exterior fencing, including necessary survey costs, at the AGENCY’S Tarpon Springs facility, for the benefit of approximately 160 low- and moderate-income youth residents; 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.

**4. FUNDING**

- a) **COUNTY**, through DEPARTMENT, shall reimburse **AGENCY** a maximum of **\$91,610.00 (Ninety-One Thousand, Six Hundred Ten 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 (“by the pass-through entity to the subgrantee”)	\$91,610.00
g)	Total Amount of Federal Funds Obligated to Subgrantee (“by the pass-through entity including the current	\$91,610.00
h)	Total Amount of the Federal Award (“committed to the subgrantee by the pass-through entity.”)	\$91,610.00

**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. INSURANCE:** As a result of Amendment, minimum amount of property insurance required is increased to \$91,610.

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

ATTEST:

\*Note: Two witnesses are required\*

Della Klug  
Witness #1 Signature

Della Klug  
Print or Type Name

s/ Jo Lugo  
Witness #2 Signature

Jo Lugo  
Print or Type Name

ATTEST:

\*Note: Two witnesses are required\*

[Signature]  
Witness #1 Signature

Marlene Alonso  
Print or Type Name

C Kackley  
Witness #2 Signature

Cassie Kackley  
Print or Type Name

**PINELLAS COUNTY, FLORIDA**

a political subdivision, of the State of Florida

By: [Signature]  
Barry A. Burton, County Administrator

Date: June 22, 2022

APPROVED AS TO FORM  
By: [Signature]  
Office of the County Attorney

**AGENCY:**

**Boys & Girls Clubs of the Suncoast, Inc.**

By: [Signature]  
Freddy Williams  
Print Name/Title

Date: May 27, 2022



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 24th day of June, 2022.  
KENNETH P. BURKE, Clerk of the Circuit Court Ex-Officio Clerk of the Board of County Commissioners, Pinellas County, Florida.

By: [Signature]  
Deputy Clerk