

**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 –<br>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:**

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

Della Klug

\_\_\_\_\_  
**Witness #1 Signature**

Della Klug

\_\_\_\_\_  
**Print or Type Name**

\_\_\_\_\_  
**Witness #2 Signature**

\_\_\_\_\_  
**Print or Type Name**

By: 

\_\_\_\_\_  
**Barry A. Burton, County Administrator**

Date: September 25, 2022

**ATTEST:**

**AGENCY: Community Action Stops Abuse, Inc.**

**\*Note: Two witnesses are required\***



\_\_\_\_\_  
**Witness #1 Signature**

Sarah Libes

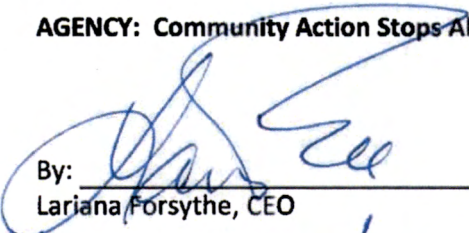
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**Print or Type Name**



\_\_\_\_\_  
**Witness #2 Signature**

Jill D. Flansburg

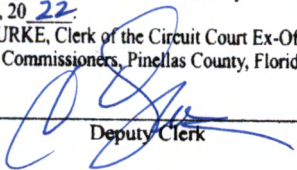
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**Print or Type Name**

By:   
\_\_\_\_\_  
**Lariana Forsythe, CEO**

Date: 9/28/22

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 26 day of September, 20 22.

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

By:   
\_\_\_\_\_  
**Deputy Clerk**



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