

**FIRST AMENDMENT TO
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM SUBAWARD
SPECIFIC PERFORMANCE AND LAND USE RESTRICTION AGREEMENT
WITH THE SOCIETY OF ST. VINCENT DE PAUL SOUTH PINELLAS, INC. D/B/A
ST. VINCENT DE PAUL CARES (CD22SVdP)**

THIS AMENDMENT (hereinafter FIRST 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 **Society of St. Vincent de Paul South Pinellas, Inc. d/b/a St. Vincent de Paul CARES**, (hereinafter **AGENCY**), a not-for-profit corporation organized under the laws of the State of Florida, having its principal office at 384 – 15th Street North, St. Petersburg, Florida 33705:

WITNESSETH:

WHEREAS, COUNTY entered into a Community Development Block Grant Program Subaward Specific Performance and Land Use Restriction Agreement, Agreement No.: **CD22SVdP** (AGREEMENT) with AGENCY on September 20, 2022 to provide, through the Pinellas County Housing and Community Development Department (DEPARTMENT), **\$184,165.00 (One Hundred Eighty-Four Thousand, One Hundred Sixty-Five and NO/100 Dollars)** in Community Development Block Grant (CDBG) funds to AGENCY for facility improvements, as recorded in Official Records Book 22208, Pages 917-945 (hereinafter the AGREEMENT); and

WHEREAS, the 2022-2023 Action Plan, approved by the Board in Resolution 22-60, identified funding be provided to AGENCY for facility improvements including the renovation of bathrooms and corridors at the AGENCY’S housing-based, low barrier homeless center and night shelter located at 401 -15th Street North, St. Petersburg, Florida 33705, (hereinafter the PROJECT); and

WHEREAS, the AGREEMENT states that the PROJECT activities shall be completed by the AGREEMENT expiration date of September 30, 2023; and

WHEREAS, the AGENCY, will not be able to complete the PROJECT on or before the AGREEMENT expiration date of September 30, 2023; and

WHEREAS, additional time is required for plan review, permitting and for the procurement of services for the completion of the project, the COUNTY will extend the AGREEMENT expiration date nine (9) months to **June 30, 2024**; 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 nine (9) months to **July 1, 2036**.

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 **June 30, 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, 2022 and June 30, 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

(d)	Federal Award Date	10/26/2022
(e)	Subaward Period of Performance Start and End Date	10/01/2022 – 6/30/2024

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 **July 1, 2036 (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.

ATTEST:

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


Della Klug

Witness #1 Signature
Della Klug

Print or Type Name
s/ Jo Lugo

Witness #2 Signature
Jo Lugo

Print or Type Name

By: 

Barry A. Burton, County Administrator


July 17, 2023

Date

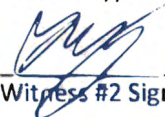
ATTEST:

**AGENCY: Society of St. Vincent de Paul South
Pinellas, Inc. d/b/a St. Vincent de Paul CARES**

Note: Two witnesses are required

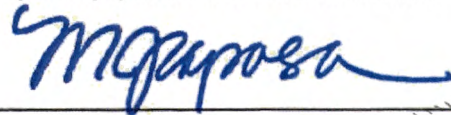


Witness #1 Signature
Mark Cooper II

Print or Type Name


Witness #2 Signature
Gabriella Mohr

Print or Type Name

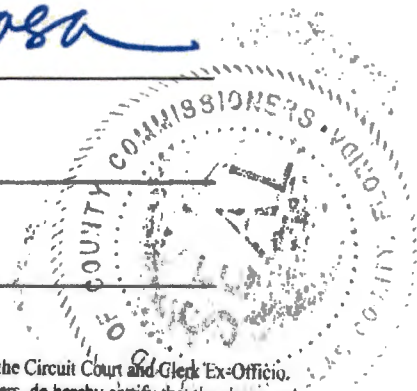
By: 

Michael J. Raposa, CEO


Name/Title

July 11, 2023


Date:



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 15th day of
August, 2023
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: 

Office of the County Attorney