

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 WESTCARE GULFCOAST-FLORIDA, INC.
(Agreement No.: CD23WCMS)**

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 **WestCare GulfCoast-Florida, Inc.** (hereinafter AGENCY), a not-for-profit corporation organized under the laws of the State of Florida, having its principal office at 8800-49th Street North, Suite 402, Pinellas Park, Florida 33782.

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.: **CD23WCMS** (AGREEMENT) with AGENCY on March 20, 2024, to provide, through the Pinellas County Housing and Community Development Department (DEPARTMENT), **\$28,424.00 (Twenty-Eight Thousand, Four Hundred Twenty-Four and NO/100 Dollars)** in Community Development Block Grant (CDBG) funds to AGENCY for facility improvements, as recorded in Official Records Book 22745, Pages 559-591 (hereinafter the AGREEMENT); and

WHEREAS, the 2023-2024 Action Plan, approved by the Board in Resolution 23-56, identified funding be provided to AGENCY for facility improvements including the installation of a new HVAC unit and installing exterior security lights and camera systems at the AGENCY'S WestCare Mustard Seed Inn facility, located at 3190-75th Street North, St. Petersburg, Florida 33710, (hereinafter the 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, 2030**; and

WHEREAS, as a result of the extension of the restricted period of the land use restriction, a First Amendment to the Declaration of Restrictions executed by AGENCY and recorded on March 26, 2004, in Official Records Book 22745, Pages 592-595, will be executed by AGENCY and recorded simultaneously with this First Amendment.

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, 2030** (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:

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

By: _____
Name/Title: Barry A. Burton, County Administrator
Address: 315 Court Street, Clearwater, FL 33756

Date: _____

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by means of () physical presence or () online notarization, this ____ 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.

(Signature)

(NOTARY STAMP/SEAL ABOVE)

(Name of Notary, typed, printed, or stamped)

Signed, sealed, and delivered in the presence of:

AGENCY: WestCare GulfCoast-Florida, Inc.
a Florida 501c3 Not-for-Profit Corporation

By: _____
Name/Title: Frank Rabbito, COO
Address: 8800-49th Street North, Suite 402
Pinellas Park, FL 33782

Date: _____ Resolution WCGC _____

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by means of () physical presence or () online notarization, this ____ day of **August 2024**, by **Frank Rabbito, COO, WestCare GulfCoast-Florida, Inc.**, a Florida 501c3 Not-for-Profit Corporation, who is () personally known to me or () who has produced _____ as identification.

(Signature)

(NOTARY STAMP/SEAL ABOVE)

(Name of Notary, typed, printed, or stamped)