

Prepared by and Return to:
Marcella Faucette, Pinellas County
Housing & Community Development
440 Court Street, 2nd Floor
Clearwater, Florida 33756

**SECOND AMENDMENT TO
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM SUBAWARD
SPECIFIC PERFORMANCE AND USE RESTRICTION AGREEMENT
WITH WESTCARE GULFCOAST-FLORIDA, INC.
(Agreement No.: CD21WCTP2)**

THIS SECOND 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 33782-5353:

WITNESSETH:

WHEREAS, COUNTY entered into a Community Development Block Grant Program Subaward Specific Performance and Land Use Restriction Agreement, Agreement No.: **CD21WCTP2** (AGREEMENT) with AGENCY on May 9, 2023, to provide, through the Pinellas County Housing and Community Development Department (DEPARTMENT), **\$310,982.00 (Three Hundred Ten Thousand, Nine Hundred Eighty-Two and NO/100 Dollars)** in Community Development Block Grant (CDBG) funds to AGENCY for facility improvements, as recorded in Official Records Book 22441, Pages 2441-2474 (hereinafter the AGREEMENT); and

WHEREAS, the COUNTY executed a First Amendment to AGREEMENT with the AGENCY on December 26, 2023, wherein the COUNTY extended the term of the specific performance period and restricted period, as recorded in Official Records Book 22661, Pages 1085 - 1087; and

WHEREAS, due to a delay receiving the generator, the AGENCY will not be able to complete the PROJECT on or before the AGREEMENT expiration date; and

WHEREAS, the AGREEMENT states that the PROJECT activities shall be completed by the AGREEMENT expiration date of March 31, 2024; and

WHEREAS, additional time is required for the completion of the project and the COUNTY has agreement to extend the AGREEMENT expiration date three (3) 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 three (3) months to **July 1, 2024**.

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, 2021 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.

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, 2043** (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:

Della Klug
Witness #1 Signature
Print Name: Della Klug
Address: 315 Court Street
Clearwater, FL 33756


Jo Alejandra Lugo
Witness #2 Signature
Print Name: Jo Alejandra Lugo
Address: 315 Court Street
Clearwater, FL 33756

WITNESS:
Note: Two witnesses are required

Wendy M. Ramos
Witness #1 Signature
Print Name: Wendy M. Ramos
Address: 1633 Poinciana Drive
Pembroke Pines, FL 33025


Elena Hoyos
Witness #2 Signature
Print Name: Elena Hoyos
Address: 1633 Poinciana Drive
Pembroke Pines, Ffl 33025

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

By: 
Name: Barry A. Burton
Title: County Administrator
Address: 315 Court Street
Clearwater, FL 33756
Date: May 10, 2024

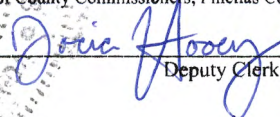
APPROVED AS TO FORM
By: Derrill McAteer
Office of the County Attorney

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

By: 
Name: Frank Rabbito
Title: COO
Address: 8800 – 49th Street N, Suite 402
Pinellas Park, FL 33782-5353
Date: 5/8/2024
Resolution WCGC 2023-01



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 10 day of May, 2024.

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