

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
LAND USE RESTRICTION AND SUBRECIPIENT AGREEMENT
WITH BOYS & GIRLS CLUBS OF THE SUNCOAST, INC.
(Agreement No.: CD24BGCTS)**

THIS FIRST AMENDMENT TO THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM SUBAWARD LAND USE RESTRICTION AND SUBAWARD SUBRECIPIENT 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 **Boys & Girls Clubs of the Suncoast, Inc.** (hereinafter 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.

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 Land Use Restriction and Subrecipient Agreement, Agreement No.: **CD24BGCTS** (AGREEMENT) with AGENCY on December 19, 2024, to provide, through the Pinellas County Housing and Community Development Department (DEPARTMENT), **\$50,250.00 (Fifty Thousand, Two Hundred Fifty and NO/100 Dollars)** in Community Development Block Grant (CDBG) funds to AGENCY for facility improvements, as recorded in Official Records Book 23010, Pages 2207-2242 (hereinafter the AGREEMENT); and

WHEREAS, the 2024-2025 Action Plan, approved by the Board in Resolution 24-46, identified funding be provided to AGENCY for a roof replacement project including the replacement of rotten or damaged wood, installation of a GAF EverGuard TPO system, water intrusion accessories; installation of a new drip edge and surface mount flashing and the removal and disposal of all debris from the roof and ground, at the AGENCY'S Tarpon Springs facility located at 111 West Lime Street, Tarpon Springs, FL 34689, within the locally designated Tarpon Springs Target Area, (hereinafter the PROJECT); and

WHEREAS, the AGENCY has requested an additional \$17,073.55 in CDBG funding to cover the cost of a special water proofing required on a concrete portion of the roof and overall increased labor and material costs and for the PROJECT; and

WHEREAS, additional CDBG funding has been identified and the COUNTY has agreed to provide an additional \$17,073.55 to cover the cost to complete the PROJECT; and

WHEREAS, the AGENCY, will be able to complete the PROJECT on or before the AGREEMENT expiration date of September 30, 2025, the term and the restricted period of the AGREEMENT, remain unchanged; and

WHEREAS, as a result of the additional funding being provided the property insurance coverage requirement will be increased.

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:

4. FUNDING

- 1) COUNTY, through DEPARTMENT, shall reimburse AGENCY a maximum of **\$58,323.55 (Fifty-Eight Thousand, Three Hundred Twenty-Three and 55/100 Dollars)** in CDBG funding for eligible activities related to the PROJECT.

5. SPECIFIC GRANT INFORMATION

(f)	Amount of Federal Funds Obligated by this Action (<i>"by the pass-through entity to the subgrantee"</i>)	\$67,323.55
(g)	Total Amount of Federal Funds Obligated to Subgrantee (<i>"by the pass-through entity including the current obligation"</i>)	\$67,323.55
(h)	Total Amount of the Federal Award (<i>"committed to the subgrantee by the pass-through entity."</i>)	\$67,323.55

12. INSURANCE

- a) AGENCY shall procure, pay for, and maintain insurance coverage per **Attachment D**, Insurance Requirements.

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: Barry A. Burton
Title: 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 **September 2025**, 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: Boys & Girls Clubs of the Suncoast, Inc.
a Florida Not-for-Profit Corporation

By: _____
Name: Freddy Williams, President & CEO
Address: 4625 East Bay Drive, Suite103
Clearwater, FL 33764-6866

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 **September 2025**, by **Freddy Williams, President and CEO of Boys & Girls Clubs of the Suncoast, Inc.**, a Florida Not-for-Profit Corporation, on behalf of the 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)

ATTACHMENT D - INSURANCE REQUIREMENTS

(To be attached by Risk Management Department)

ATTACHMENT D - INSURANCE REQUIREMENTS

(To be attached by Risk Management Department)

ATTACHMENT D - INSURANCE REQUIREMENTS

(To be attached by Risk Management Department)