

**FIRST AMENDMENT TO
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM SUBAWARD
SPECIFIC PERFORMANCE AND LAND USE RESTRICTION AGREEMENT
(Agreement No.: CD21DMH)**

THIS AMENDMENT TO THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM SUBAWARD SPECIFIC PERFORMANCE AND LAND USE RESTRICTION AGREEMENT (FIRST AMENDMENT), is made and entered into by and between Pinellas County (COUNTY), a political subdivision of the State of Florida, having its principal office at 315 Court Street, Clearwater, Florida 33756, and Directions for Mental Health, Inc., d/b/a Directions for Living (AGENCY), a Florida not-for-profit corporation, having its principal office at 1437 South Belcher Road, Clearwater, Florida 33764:

WITNESSETH:

WHEREAS, the COUNTY entered into a Community Development Block Grant Program Subaward Specific Performance and Land Use Restriction Agreement No.: CD21DMH (AGREEMENT) with AGENCY on December 10, 2021, to provide, through the Pinellas County Housing and Community Development Department (DEPARTMENT), \$273,035.00 in Community Development Block Grant (CDBG) funds to AGENCY for facility renovations at 1437 South Belcher Road, Clearwater, Florida 33764, as recorded in Official Records Book 21850, Pages 1080-1109 (PROJECT); and

WHEREAS, the 2021-2022 Action Plan, approved by the Board in Resolution 21-47, identified funding be provided to AGENCY for facility renovations to include the repair of the existing roof structure and preparation for and installation of solar panels at 1437 South Belcher Road, Clearwater, Florida 33764, (the PROJECT); and

WHEREAS, a moisture survey of the roof revealed more wet insulation than the legal limit of twenty-five percent (25%), the entire roof needs to be replaced; and

WHEREAS, due to the change in project scope from repair to replacement of the roof, the total project costs based on competitive bids exceeds the original cost estimates of the project, an additional \$170,777.00 of CDBG funding is required for project completion; and

WHEREAS, the AGENCY has requested, and the COUNTY has agreed to revise the project description to include the roof replacement and to provide an additional \$170,777.00 of CDBG funding to complete the PROJECT; and

WHEREAS, the AGREEMENT states that PROJECT activities shall be completed by the AGREEMENT expiration date of September 30, 2022; and

WHEREAS, additional rehabilitation activities are needed, 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 and the COUNTY have agreed to extend the AGREEMENT expiration date twelve (12) months to September 30, 2023; and

WHEREAS, the additional CDBG funding and extension to the term of the AGREEMENT for the PROJECT requires that the restricted period of the land use restriction be extended; and

WHEREAS, the AGENCY and the COUNTY have agreed to extend the AGREEMENT Restricted Period forty-eight (48) months to October 1, 2043.

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 the replacement of the roof structure and preparation for and installation of solar panels, for the benefit of approximately 19,024 low- and moderate-income people; 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 **September 30, 2023**, 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, 2020** and **September 30, 2023**.

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.

4. FUNDING

- a) COUNTY, through DEPARTMENT, shall reimburse AGENCY a maximum of **\$443,812.00 (Four Hundred Forty-Three Thousand, Eight Hundred Twelve and NO/100 Dollars)** in CDBG funding for eligible activities related to the PROJECT.

5. INSURANCE

- a) SECTION D Property Insurance is increased to **\$443,812** to reflect increase in funding.

6. SPECIFIC GRANT INFORMATION

(d)	Federal Award Date	11/24/2021
(e)	Subaward Period of Performance Start and End Date	10/1/2020 – 9/30/2023
(f)	Amount of Federal Funds Obligated by this Action (“by the pass-through entity to the subgrantee”)	\$443,812.00
(g)	Total Amount of Federal Funds Obligated to Subgrantee (“by the pass-through entity including the current obligation”)	\$443,812.00
(h)	Total Amount of the Federal Award (“committed to the subgrantee by the pass-through entity.”)	\$443,812.00
(i)	Federal Award Project Description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	Facility rehabilitation including roof replacement and preparation for and the installation of Photovoltaic (PV) Energy (solar panels).

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 **October 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:
Ken Burke, Clerk

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

Dere Lynn Revie
Deputy Clerk Signature for County

By: *Charlie Justice*
Charlie Justice, Chair

Dere Lynn Revie
Deputy Clerk Print or Type Name

Date: October 25, 2022.



ATTEST:
Note: Two witnesses are required

AGENCY: Directions for Mental Health, Inc.
d/b/a Directions for Living

Racha Smith
Witness #1 Signature
Racha Smith
Print or Type Name

By: *April Lott*
April Lott President / CEO
Name/Title

Christina Dominguez
Witness #2 Signature
Christina Dominguez
Print or Type Name

Date: 10/4/2022

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 October, 2022.
KENNETH P. BURKE, Clerk of the Circuit Court Ex-Officio Clerk of the Board of County Commissioners, Pinellas County, Florida.

By: *[Signature]*
Deputy Clerk

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