

**SECOND AMENDMENT TO
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM SUBAWARD
SPECIFIC PERFORMANCE AND LAND USE RESTRICTION AGREEMENT
WITH THE ARC TAMPA BAY, INC. (CD21ARCTS)**

THIS SECOND AMENDMENT TO THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM SUBAWARD SPECIFIC PERFORMANCE AND LAND USE RESTRICTION AGREEMENT (hereinafter SECOND 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 The Arc Tampa Bay, Inc. (hereinafter AGENCY), a not-for-profit corporation organized under the laws of the State of Florida, having its principal office 1501 North Belcher Road, Suite 249, Clearwater, Florida 33765:

WITNESSETH:

WHEREAS, the COUNTY entered into a Community Development Block Grant Program Subaward Specific Performance and Land Use Restriction Agreement, Agreement No.: CD21ARCTS (hereinafter AGREEMENT), with AGENCY on October 28, 2021 to provide, through the Pinellas County Housing and Community Development Department (hereinafter DEPARTMENT), \$75,900.00 (Seventy-Five Thousand, Nine Hundred and NO/100 Dollars) in Community Development Block Grant (hereinafter CDBG) funds to AGENCY for facility improvements, as recorded in Official Records Book 21786, Pages 95-124; and

WHEREAS, the COUNTY executed a First Amendment to AGREEMENT with the AGENCY on October 10, 2022, wherein the COUNTY extended the term of the specific performance period and restricted period, as recorded in Official Records Book 22227, Pages 1102-1104; and

WHEREAS, the facility improvement project was completed under budget and the AGENCY requested to use remaining funds to purchase impact resistant windows as a hurricane mitigation activity; and

WHEREAS, the AGENCY has requested, and the COUNTY has agreed, to expand the scope of the PROJECT to include the window replacement; and

WHEREAS, the cost of the impact resistant windows based on competitive bids exceeds the remaining funds, and additional CDBG funding is required for PROJECT completion; and

WHEREAS, additional CDBG funding has been identified and the COUNTY has agreed to increase the PROJECT funding by \$41,234.00; and

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

WHEREAS, due to the additional window replacement project, the AGENCY will not be able to complete the PROJECT on or before the AGREEMENT expiration date of June 30, 2023; and

WHEREAS, the AGENCY has requested, and the COUNTY has agreed, to extend the term of the AGREEMENT three (3) months to September 30, 2023, to allow for PROJECT completion; and

WHEREAS, as result of providing additional CDBG funding to the project and extending the term of the AGREEMENT, the restricted period of the land use restriction will be extended twenty-seven (27) months to October 1, 2032, and the property insurance coverage requirement will be increased; and

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 facility improvements including kitchen, bathroom and classroom remodeling, window replacement and floor replacement at the AGENCY'S Tarpon Springs Day Program site, for the benefit of approximately 40 low- and moderate-income individuals with intellectual and developmental disabilities; 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, 2021 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 **\$117,134.00 (One Hundred Seventeen Thousand, One Hundred Thirty-Four and NO/100 Dollars)** in CDBG funding for eligible activities related to the PROJECT.

5. That Attachment D INSURANCE REQUIREMENTS, (8)(D) be deleted and replaced with:

- a) Property Insurance: AGENCY is required to provide evidence of property coverage in the amount of **\$117,134** or more for the duration of the agreement. Property coverage form is "special form" including wind perils. Evidence of coverage must name PINELLAS COUNTY as loss payee.

6. SPECIFIC GRANT INFORMATION

| | | |
|-----|--|---|
| (e) | Subaward Period of Performance Start and End Date | October 1, 2021 – September 30, 2023 |
| (f) | Amount of Federal Funds Obligated by this Action ("by the pass-through entity to the subgrantee") | \$117,134.00 |
| (g) | Total Amount of Federal Funds Obligated to Subgrantee ("by the pass-through entity including the current obligation") | \$117,134.00 |
| (h) | Total Amount of the Federal Award ("committed to the subgrantee by the pass-through entity.") | \$117,134.00 |
| (i) | Federal Award Project Description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA) | Facility rehabilitation including kitchen, bathroom and classroom remodeling, window replacement and floor replacement. |

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, 2032** (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

Della Klug

Print or Type Name

s/ Jo lugo

Witness #2 Signature
Jo Lugo

Print or Type Name

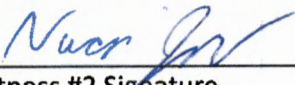
ATTEST:

Note: Two witnesses are required



Witness #1 Signature
Carolyn Reginelli

Print or Type Name



Witness #2 Signature
Naomi Jones

Print or Type Name

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


By: _____
Barry A. Burton, County Administrator

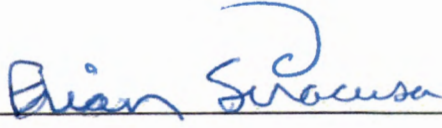
April 3, 2023

Date

APPROVED AS TO FORM
By: 

Office of the County Attorney

AGENCY: The Arc Tampa Bay, Inc.

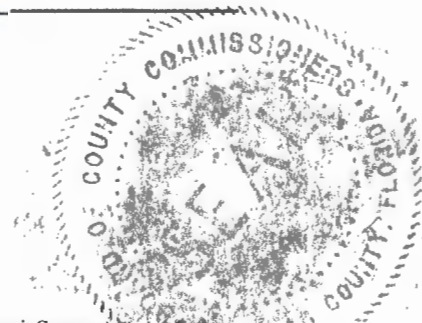
By: 

Brian Sirausa / Executive Director

Name/Title

3/31/2023

Date



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 28th day of June, 2023

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

By: 

Deputy Clerk