

**SECOND AMENDMENT TO
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM SUBAWARD
SPECIFIC PERFORMANCE AND LAND USE RESTRICTION AGREEMENT
WITH THE SOCIETY OF ST. VINCENT DE PAUL SOUTH PINELLAS, INC. D/B/A
ST. VINCENT DE PAUL CARES (CD22SVdP)**

THIS AMENDMENT (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 **Society of St. Vincent de Paul South Pinellas, Inc. d/b/a St. Vincent de Paul CARES**, (hereinafter **AGENCY**), a not-for-profit corporation organized under the laws of the State of Florida, having its principal office at 384 – 15th Street North, St. Petersburg, Florida 33705:

WITNESSETH:

WHEREAS, the COUNTY entered into a Community Development Block Grant Program Subaward Specific Performance and Land Use Restriction Agreement, Agreement No.: **CD22SVdP** (AGREEMENT) with AGENCY on September 20, 2022 to provide, through the Pinellas County Housing and Community Development Department (DEPARTMENT), **\$184,165.00 (One Hundred Eighty-Four Thousand, One Hundred Sixty-Five and NO/100 Dollars)** in Community Development Block Grant (CDBG) funds to AGENCY for facility improvements, as recorded in Official Records Book 22208, Pages 917-945 (hereinafter the AGREEMENT); and

WHEREAS, the COUNTY executed a First Amendment to AGREEMENT with AGENCY on July 17, 2023, wherein the COUNTY extended the term of the specific performance period and restricted period, as recorded in Official Records Book 22535, Pages 2015-2017; and

WHEREAS, the Project bids came in higher than anticipated and the AGENCY has requested, additional CDBG funding to cover the increased costs; and

WHEREAS, additional CDBG funding has been identified and the COUNTY has agreed to provide an additional \$83,620.46 to cover the increased costs to complete the PROJECT; and

WHEREAS, as a result of the additional funding being provided, the restricted period of the land use restriction will be extended forty-eight (48) months to **July 1, 2040**; and

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

WHEREAS, the property identified and encumbered by the use restrictions in the AGREEMENT, included not only the parcel of land consisting of the CDBG-funded renovated building, but additional adjacent parcels owned by AGENCY; and

WHEREAS, the AGENCY desires to construct 73-unit apartment complex, a portion of which will be restricted as affordable housing and housing for homeless persons and has requested that the AGREEMENT be amended to remove from the AGENCY'S adjacent parcels that did not receive CDBG funding and should not be subject to the use restrictions; and

WHEREAS, the COUNTY is agreeable to amending the AGREEMENT to encumber and restrict only the parcel that contains the CDBG-funded renovated building.

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

b) Property: The property (hereinafter the "PROPERTY") subject to this AGREEMENT is 401-15th Street North St. Petersburg, FL 33705, which is further known as:

LEGAL DESCRIPTION: Lot 1, Block 1, DOCTOR'S PARTIAL REPLAT, according to plat thereof recorded in Plat Book 73, Page 43, of the Public Records of Pinellas County, Florida.

PARCEL NO#: 24-31-16-21745-001-0011

4. FUNDING

a) COUNTY, through DEPARTMENT, shall reimburse AGENCY a maximum of **\$267,785.46 (Two Hundred Sixty-Seven Thousand, Seven Hundred Eighty-Five and 46/100 Dollars)** in CDBG funding for eligible activities related to the PROJECT.

5. SPECIFIC GRANT INFORMATION

| | | |
|-----|--|--|
| (c) | Federal Award Identification Number (FAIN) | B-19-UC-12-0005 B-22-UC-12-0005 |
| (d) | Federal Award Date | B-19: 10/23/2019 B-22: 10/26/2022 |
| (f) | Amount of Federal Funds Obligated by this Action (" <i>by the pass-through entity to the subgrantee</i> ") | B-19: \$93,620.46 B-22: \$184,165.00 |
| (g) | Total Amount of Federal Funds Obligated to Subgrantee (" <i>by the pass-through entity including the current obligation</i> ") | B-19: \$93,620.46 B-22: \$184,165.00 |
| (h) | Total Amount of the Federal Award (" <i>committed to the subgrantee by the pass-through entity.</i> ") | B-19: \$93,620.46 B-22: \$184,165.00 |
| (n) | Amount Made Available Under Each Federal Award | B-19: \$2,439,396.00 B-22: \$2,440,417.00 |

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, 2040** (RESTRICTED PERIOD).

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.

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed on the last date of execution as shown below.

ATTEST:

PINELLAS COUNTY, FLORIDA

a political subdivision of the State of Florida

Witness #1 Signature

By: _____
Barry A. Burton, County Administrator

Print or Type Name

Date: _____

Witness #2 Signature

Print or Type Name

ATTEST:

Note: Two witnesses are required

AGENCY: Society of St. Vincent de Paul South Pinellas, Inc. d/b/a St. Vincent de Paul CARES

Witness #1 Signature

By: _____

Print or Type Name

Name/Title

Witness #2 Signature

Date: _____

Print or Type Name

ATTACHMENT D

INSURANCE REQUIREMENTS

The following insurance requirements are included in this agreement:

1. **INDEMNIFICATION**

Agency agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the County, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney's fees incurred by the County, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of Contractor; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law, or of any other laws, regulations, ordinance, order or decree, or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon, or for any violation of requirements of the Americans with Disabilities Act of 1990, as may be amended, and all rules and regulations issued pursuant thereto (collectively the "ADA") except when such injury, damage, or violation was caused by the sole negligence of the County.

2. **INSURANCE**

The Agency shall obtain and maintain, and require any sub-Agency's to obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth. For projects with a Completed operations exposure, Agency shall maintain coverage and provide evidence of insurance for two (2) years beyond final acceptance. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of A- VIII or better.

Upon selection of Agency for award, the selected Agency shall email certificate that is compliant with the insurance requirements. If the certificate received is compliant, no further action may be necessary. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **The Certificate holder section shall indicate Pinellas County, a Subdivision of the State of Florida, 400 S Fort Harrison Ave, Clearwater, FL 33756. Pinellas County shall be named as an Additional Insured for General Liability. A Waiver of Subrogation for Workers Compensation shall be provided if Workers Compensation coverage is a requirement.**

- A. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. The County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the contract period.

If any insurance provided pursuant to the Agreement expires or cancels prior to the completion of the work, you will be notified by CTrax, the authorized Agency of Pinellas County. Upon notification, renewal certificate(s) of Insurance and endorsement(s) should be furnished to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org and to CTrax c/o JDi Data at PinellasSupport@jdidata.com by the Agency or their agent prior to the expiration date.

- 1) The Agency shall also notify the County within twenty-four (72) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Agency from its insurer. Notice shall be given by email to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org. Nothing contained herein shall absolve Agency of this requirement to provide notice.
- 2) Should the Agency, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement.

INSURANCE REQUIREMENTS

- B.** If subcontracting is allowed under this RFP, the Primary Agency shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any sub-Agency's to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the sub-Agency; but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below. All subcontracts between the Agency and its sub-Agency's shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall:
- 1) Require each sub-Agency to be bound to the Agency to the same extent the Agency is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the sub-Agency.
 - 2) Provide for the assignment of the subcontracts from the Agency to the County at the election of Owner upon termination of the Contract.
 - 3) Provide that County will be an additional indemnified party of the subcontract; (4) provide that the County will be an additional insured on all insurance policies required to be provided by the sub-Agency except workers compensation and professional liability.
 - 4) Provide a waiver of subrogation in favor of the County.
 - 5) Assign all warranties directly to the County.
 - 6) Identify the County as an intended third-party beneficiary of the subcontract. The Agency shall make available to each proposed sub-Agency, prior to the execution of the subcontract, copies of the Contract Documents to which the sub-Agency will be bound by this Exhibit B and identify to the sub-Agency any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.
- C.** Each insurance policy and/or certificate shall include the following terms and/or conditions:
- 1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County.
 - 2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Agency.
 - 3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
 - 4) All policies shall be written on a primary, non-contributory basis.

The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for Two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

INSURANCE REQUIREMENTS

- 1) **Workers' Compensation Insurance** Worker's Compensation Insurance is required if required pursuant to Florida law. If, pursuant to Florida law, Worker's Compensation Insurance is required, employer's liability, also known as Worker's Compensation Part B, is also required in the amounts set forth herein.

Limits

| Employers' Liability Limits | Florida Statutory |
|-----------------------------|-------------------|
| Per Employee | \$ 500,000 |
| Per Employee Disease | \$ 500,000 |
| Policy Limit Disease | \$ 500,000 |

If Vendor/Contractor is not required by Florida law, to carry Workers Compensation Insurance in order to perform the requirements of this Agreement, County Waiver Form for workers compensation must be executed, submitted, and accepted by Risk Management. Failure to obtain required Worker's Compensation Insurance without submitting and receiving a waiver from Risk Management constitutes a material breach of this Agreement.

- 2) **Commercial General Liability Insurance** including, but not limited to, Independent Agency, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury. No exclusions for physical abuse or sexual molestation/

Limits

| | |
|---|--------------|
| Combined Single Limit Per Occurrence | \$ 1,000,000 |
| Products/Completed Operations Aggregate | \$ 2,000,000 |
| Personal Injury and Advertising Injury | \$ 1,000,000 |
| General Aggregate | \$ 2,000,000 |

- 3) **Property Insurance** AGENCY is required to provide an evidence of property coverage in an amount of \$267,785.46 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.