

**FIRST AMENDMENT TO
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM SUBAWARD
SPECIFIC PERFORMANCE AND LAND USE RESTRICTION AGREEMENT
WITH PERSONAL ENRICHMENT THROUGH MENTAL HEALTH SERVICES, INC. D/B/A PEMHS
(Agreement No.: CD22PEMHS)**

THIS FIRST 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 **Personal Enrichment Through Mental Health Services, Inc. d/b/a PEMHS** (hereinafter AGENCY), a not-for-profit corporation organized under the laws of the State of Florida, having its principal office at 11254 -58th Street North, Pinellas Park, Florida 33782:

WITNESSETH:

WHEREAS, COUNTY entered into a Community Development Block Grant Program Subaward Specific Performance and Land Use Restriction Agreement, Agreement No.: **CD22PEMHS** (AGREEMENT) with AGENCY on September 25, 2022, to provide, through the Pinellas County Housing and Community Development Department (DEPARTMENT), **\$189,230.00 (One Hundred Eighty-Nine Thousand, Two Hundred Thirty and NO/100 Dollars)** in Community Development Block Grant (CDBG) funds to AGENCY for facility improvements, as recorded in Official Records Book 22218, Pages 1071-1099 (hereinafter the AGREEMENT); and

WHEREAS, the 2022-2023 Action Plan, approved by the Board in Resolution 22-60, identified funding be provided to AGENCY for facility improvements including the replacement of flooring, air conditioning system, doors/handles/locks and toilets with anti-ligature fixtures and interior painting at the AGENCY'S facility located at 11254 - 58th Street North, Pinellas Park, FL 33782, (hereinafter PROJECT); and

WHEREAS, the AGENCY has requested the project scope be amended to remove the installation of anti-ligature fixtures and to include the stripping and polishing of floors to protect against damage from wear and tear; 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 amend the project scope and provide an additional \$9,353.00 to cover the increased costs to complete the PROJECT; and

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

WHEREAS, the AGENCY will not be able to complete the PROJECT on or before the AGREEMENT expiration date; and

WHEREAS, the AGENCY has requested, and the COUNTY has agreed, to extend the term of the AGREEMENT three (3) months to **December 31, 2023**, to allow for PROJECT completion; and

WHEREAS, as a result of the additional funding being provided and extending the term of the AGREEMENT, the restricted period of the land use restriction will be extended fifteen months (15) months to **January 1, 2037**; 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:

1. PROJECT DESCRIPTION

- a) AGENCY shall contract for facility improvements to include interior painting, floor polishing, and replacement of flooring and air conditioning systems for the benefit of approximately 25,000 low- and moderate-income individuals with mental and behavioral health illnesses and disorders; 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 **December 31, 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, 2022 and December 31, 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

- 1) COUNTY, through DEPARTMENT, shall reimburse AGENCY a maximum of **\$198,583.00 (One Hundred Ninety-Eight Thousand, Five Hundred Eighty-Three and NO/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	FY 19/20 - 10/23/2019 FY 22/23 - 11/24/2021
(e)	Subaward Period of Performance Start and End Date	10/01/2022 - 12/31/2023
(f)	Amount of Federal Funds Obligated by this Action (“by the pass-through entity to the subgrantee”)	\$198,583.00
(g)	Total Amount of Federal Funds Obligated to Subgrantee (“by the pass-through entity including the current obligation”)	\$198,583.00
(h)	Total Amount of the Federal Award (“committed to the subgrantee by the pass-through entity.”)	\$198,583.00
(i)	Federal Award Project Description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	Facility improvements to include interior painting, floor polishing, and replacement of flooring and air conditioning systems.
(n)	Amount Made Available Under Each Federal Award	FY 19/20 - \$2,439,396.00 FY 22/23 - \$2,440,417.00

7. REVERSION OF ASSETS; LAND USE RESTRICTIONS

- 2) **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 **January 1, 2037 (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.

(SIGNATURE PAGE(S) FOLLOWS)

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:

**AGENCY: Personal Enrichment Through
Mental Health Services, Inc. d/b/a PEMHS**

Note: Two witnesses are required

Witness #1 Signature

By: _____

Print or Type Name

Name/Title

Witness #2 Signature

Date: _____

Print or Type Name

ATTACHMENT D

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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

INSURANCE REQUIREMENTS

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.
- 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.

INSURANCE REQUIREMENTS

- 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:

- 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 \$198,583 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.