

**FOURTH AMENDMENT TO  
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM SUBAWARD  
SPECIFIC PERFORMANCE AND LAND USE RESTRICTION AGREEMENT  
(Agreement No.: CD17PERCRHB)**

THIS FOURTH AMENDMENT TO THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM SUBAWARD SPECIFIC PERFORMANCE AND LAND USE RESTRICTION AGREEMENT (FOURTH 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 Pinellas Ex-Offender Re-Entry Coalition, Inc., d/b/a People Empowering and Restoring Communities (AGENCY), a Florida not-for-profit corporation, having its principal office at 12810 U.S. Highway 19 North, Clearwater, Florida 33764:

WITNESSETH:

WHEREAS, the COUNTY entered into Community Development Block Grant Subaward Specific Performance and Land Use Restriction Agreement No.: CD17PERCRHB with AGENCY on July 25, 2019 (AGREEMENT), to provide, through the Pinellas County Housing and Community Development Department (DEPARTMENT), \$300,054.00 in Community Development Block Grant (CDBG) funds to AGENCY for facility improvements at 12810 US Highway 19 North, Clearwater, FL 33764, as recorded in Official Records Book 20628, Pages 622-649 (PROJECT); and

WHEREAS, the COUNTY executed a First Amendment to AGREEMENT with the AGENCY on April 20, 2020, wherein the COUNTY provided an additional \$466,096.00 in CDBG funds to agency for additional facility improvements, revised the project description to include additional improvements, extended the term of the specific performance period and restricted period, and identified new CDBG grant funding Federal Award Identification Numbers, as recorded in Official Records Book 21227, Pages 1761-1764; and

WHEREAS, the COUNTY executed a Second Amendment to AGREEMENT with the AGENCY on September 28, 2021, wherein the COUNTY extended the term of the specific performance period and restricted period, as recorded in Official Records Book 21738, Pages 128-130; and

WHEREAS, the COUNTY executed a Third Amendment to AGREEMENT with the AGENCY on January 4, 2022, wherein the COUNTY extended the term of the specific performance period and restricted period, as recorded in Official Records Book 21879, Pages 428-429; and

WHEREAS, the cost of construction materials for the PROJECT have increased by 30% from the original contracted prices and the AGENCY has requested additional funds to cover the increased costs; and

WHEREAS, additional CDBG funding has been identified and the COUNTY has agreed 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 June 30, 2023; and

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

**KEN BURKE, CLERK OF COURT  
AND COMPTROLLER PINELLAS COUNTY, FL  
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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 a result of providing the additional funding and extending the term of the AGREEMENT, the restricted period of the land use restriction will be extended three (3) months to October 1, 2043, and 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:

**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 **July 1, 2019** 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 **\$1,090,774.76 (One Million Ninety Thousand, Seven Hundred Seventy-Four and 76/100 Dollars)** in CDBG funding for eligible activities related to the PROJECT.

**5. SPECIFIC GRANT INFORMATION**

(c)	Federal Award Identification Number (FAIN)	B-14-UC-12-0005 B-16-UC-12-0005 B-17-UC-12-0005 B-18-UC-12-0005 B-19-UC-12-0005
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(d)	Federal Award Date	FY14 – 10/21/2014 FY16 – 11/03/2016 FY17 – 10/19/2017 FY18 – 10/03/2018 FY19 – 10/23/2019
(e)	Subaward Period of Performance Start and End Date	July 1, 2019- September 30, 2023
(f)	Amount of Federal Funds Obligated by this Action (“by the pass-through entity to the subgrantee”)	\$1,090,774.76
(g)	Total Amount of Federal Funds Obligated to Subgrantee (“by the pass-through entity including the current obligation”)	\$1,090,774.76
(h)	Total Amount of the Federal Award (“committed to the subgrantee by the pass-through entity.”)	\$1,090,774.76
(n)	Amount Made Available Under Each Federal Award	FY14 – \$2,422,408.00 FY16 – \$2,475,418.00 FY17 – \$2,489,866.00 FY18 – \$2,431,096.00 FY19 – \$2,439,396.00
(o)	Identification of Whether the Award is R&D	Award not for R&D

**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).

**ATTACHMENT D – INSURANCE REQUIREMENTS**

- (8) The insurance requirements for this Agreement, which shall remain in effect throughout its duration, are as follows:
- (C) Property Insurance. AGENCY is required to provide an evidence of property coverage in an amount of \$1,090,774.76 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.

**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 this Third Amendment 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

  
\_\_\_\_\_  
Deputy Clerk Signature for County

By:   
\_\_\_\_\_  
Janet C. Long, Chair


Derelynn Revie  
\_\_\_\_\_  
Deputy Clerk Print or Type Name

Date: March 28, 2023



ATTEST:

AGENCY: Pinellas Ex-Offender Re-Entry Coalition Inc.  
d/b/a Empowering and Restoring Communities

  
\_\_\_\_\_  
Witness #1 Signature

By:   
\_\_\_\_\_  
Michael Jalazo, CEO/Executive Director

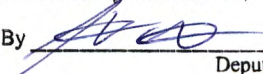
Tracy Roberts  
\_\_\_\_\_  
Print or Type Name

Date: 03/03/2023

  
\_\_\_\_\_  
Witness #2 Signature

Jennifer Trivoli  
\_\_\_\_\_  
Print or Type Name

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 3 day of April, 2023.  
KENNETH P. BURKE, Clerk of the Circuit Court Ex-Officio Clerk of the Board of County Commissioners, Pinellas County, Florida.

By:   
\_\_\_\_\_  
Deputy Clerk

