

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

THIS AMENDMENT (hereinafter FIFTH 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 **Pinellas Ex-Offender Re-Entry Coalition, Inc., d/b/a People Empowering and Restoring Communities** (hereinafter **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, Agreement No.: **CD17PERCRHB (AGREEMENT)** with AGENCY on July 25, 2019, to provide, through the Pinellas County Housing and Community Development Department (DEPARTMENT), **\$300,054.00 (Three Hundred Thousand, Fifty-Four and NO/100 Dollars)** 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 COUNTY executed a Fourth Amendment to AGREEMENT with the AGENCY on March 28, 2023, wherein the COUNTY provided an additional \$324,624.76 in CDBG funds to agency to cover a 30% increase in the cost of construction materials due to inflation and supply chain issues, extended the term of the specific performance period and restricted period, and increased the amount of required property insurance coverage PERC must carry through the term of the Agreement. as recorded in Official Records Book 22396, Pages 843-846; 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 of September 30, 2023; and

WHEREAS, additional time is required for the completion of the project, the COUNTY will extend the AGREEMENT expiration date six (6) months to **March 31, 2024**; and

WHEREAS, as a result of the extension of the term of the AGREEMENT for the PROJECT, the restricted period of the land use restriction will be extended six (6) months to **April 1, 2044**.

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 **March 31, 2024**, 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 **March 31, 2024**.

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.

**5. SPECIFIC GRANT INFORMATION**

(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- March 31, 2024

**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 **April 1, 2044** (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 this Fifth Amendment to be executed, on the last date of execution as shown below.

ATTEST:

PINELLAS COUNTY, FLORIDA

a political subdivision, of the State of Florida



By: Barry A. Burton, County Administrator

August 18, 2023

Date

Della Klug  
Witness #1 Signature

Della Klug  
Print or Type Name


s/Jo Lugo  
Witness #2 Signature

Jo Lugo  
Print or Type Name


APPROVED AS TO FORM  
By: Derrill McAteer  
Office of the County Attorney

ATTEST:

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

  
Witness #1 Signature

Gregory M. Serio  
Print or Type Name

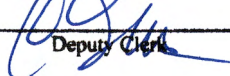
By:   
Michael Jalazp, CEO/Executive Director

Date: 8/16/23

  
Witness #2 Signature

Richard E. Alvarez  
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 21 day of August, 20 23.  
KENNETH P. BURKE, Clerk of the Circuit Court Ex-Officio Clerk of the Board of County Commissioners, Pinellas County, Florida.

By:   
Deputy Clerk

