

This instrument was prepared by:
Marcella Faucette, Pinellas County Housing
and Community Development Department
310 Court Street, 1st Floor
Clearwater, FL 33756

**FIRST AMENDMENT TO
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM SUBAWARD
LAND USE RESTRICTION AND SUBRECIPIENT AGREEMENT WITH
PARC HOUSING II, INC.
(Agreement No.: CD25PARCBV)**

THIS FIRST AMENDMENT TO THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM SUBAWARD LAND USE RESTRICTION AND SUBAWARD SUBRECIPIENT 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 **PARC Housing II, Inc.** (hereinafter AGENCY), a not-for-profit corporation organized under the laws of the State of Florida, having its principal office at 3190 Tyrone Boulevard North, St. Petersburg, Florida 33710.

THIS FIRST AMENDMENT shall be properly filed and recorded by the County in the official public records of Pinellas County, Florida and shall constitute an amendment to the restriction upon the use of the property, subject to and in accordance with the terms contained herein:

WHEREAS, COUNTY entered into a Community Development Block Grant Program Subaward Land Use Restriction and Subrecipient Agreement, Agreement No.: **CD25PARCBV** (AGREEMENT) with AGENCY on October 6, 2025, to provide, through the Pinellas County Housing and Community Development Department (DEPARTMENT), **\$185,266.00 (One Hundred Eighty-Five Thousand, Two Hundred Sixty-Six and 00/100 Dollars)** in Community Development Block Grant (CDBG) funds to AGENCY for facility improvements, as recorded in Official Records Book 23317, Pages 891-923 (hereinafter the AGREEMENT); and

WHEREAS, the 2025-2026 Action Plan, approved by the Board in Resolution 25-52, identified funding be provided to AGENCY for a facility expansion, including the demolition and clearance of an existing screened patio, construction of a 450 square foot expansion, and installation of a 4' exterior sidewalk from addition exit door to the existing sidewalk, at the AGENCY'S Burkett Villas Group Home located at 5353 – 31st Street North, St. Petersburg, (hereinafter the PROJECT); and

WHEREAS, the lowest bid for the PROJECT came in approximately \$28,000.00 higher than the projected project cost and the AGENCY has requested an additional \$20,000.00 in CDBG funding to cover a portion of the increased costs for the PROJECT; and

WHEREAS, additional CDBG funding has been identified, and the COUNTY has agreed to provide an additional \$20,000.00 to cover a portion of the cost to complete the PROJECT; and

WHEREAS, as a result of the additional CDBG funding being provided, the restricted period of the land use restriction will be extended twelve (12) months to **October 1, 2039**; and

WHEREAS, as a result of the additional CDBG funding being provided, sections (f), (g), and (h) of the Specific Grant Information section of the AGREEMENT will be updated to reflect the additional funding; 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:

4. FUNDING

- a) COUNTY, through DEPARTMENT, shall reimburse AGENCY a maximum of **\$205,266.00 (Two Hundred Five Thousand, Two Hundred Sixty-Six and 00/100 Dollars)** in CDBG funding for eligible activities related to the PROJECT.

5. SPECIFIC GRANT INFORMATION

(f)	Amount of Federal Funds Obligated by this Action (<i>"by the pass-through entity to the subgrantee"</i>)	\$205,266.00
(g)	Total Amount of Federal Funds Obligated to Subgrantee (<i>"by the pass-through entity including the current obligation"</i>)	\$205,266.00
(h)	Total Amount of the Federal Award (<i>"committed to the subgrantee by the pass-through entity."</i>)	\$205,266.00

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 **October 1, 2039** (hereinafter the "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 FOLLOWS)

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

Signed, sealed, and delivered in the presence of:



STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by means of ☒ physical presence or () online notarization, this 1 day of July 2026, by Barry A. Burton, County Administrator, Pinellas County, a political subdivision of the State of Florida, who is ☒ personally known to me or () who has produced _____ as identification.

(NOTARY STAMP/SEAL ABOVE)

PINELLAS COUNTY, FLORIDA

a political subdivision of the State of Florida

By: Barry A. Burton

Name/Title: Barry A. Burton, County Administrator

Address: 315 Court Street, Clearwater, FL 33756

Date: July 1, 2026

Jo Alejandra Lugo
(Signature)

Jo Alejandra Lugo

(Name of Notary, typed, printed, or stamped)

Signed, sealed, and delivered in the presence of:

AGENCY: PARC Housing II, Inc.

a Florida Not-for-Profit Corporation

By: Michelle Detweiler

Name: Michelle Detweiler

Address: 3100 75th Street North

St. Petersburg, FL 33710-2919

Date: 6-30-26

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by means of ☒ physical presence or () online notarization, this 30th day of June 2026, by Michelle Detweiler, as CEO for PARC Housing II, Inc., a Florida Not-for-Profit Corporation, on behalf of the corporation, who is ☒ personally known to me or () who has produced _____ as identification.



(NOTARY STAMP/SEAL ABOVE)

Jodi Schad
(Signature)

Jodi Schad

(Name of Notary, typed, printed, or stamped)

ATTACHMENT D - INSURANCE REQUIREMENTS

The following insurance requirements are included in this agreement:

1. **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 Political 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@pinellas.gov 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@pinellas.gov. 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.
- 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 physical abuse or sexual molestation exclusions allowed.

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 **\$205,266.00** 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.