

**FIRST AMENDMENT TO  
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM SUBAWARD  
SPECIFIC PERFORMANCE AND LAND USE RESTRICTION AGREEMENT  
WITH PARC HOUSING, INC. (CD22PARCBM)**

THIS AMENDMENT (hereinafter FIRST 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 **PARC Housing, Inc.**, (hereinafter **AGENCY**), a not-for-profit corporation organized under the laws of the State of Florida, having its principal office 3190 Tyrone Boulevard North, St. Petersburg, Florida 33710:

WITNESSETH:

WHEREAS, COUNTY entered into a Community Development Block Grant Program Subaward Specific Performance and Land Use Restriction Agreement, Agreement No.: **CD22PARCBM** (AGREEMENT) with AGENCY on September 22, 2022 to provide, through the Pinellas County Housing and Community Development Department (DEPARTMENT), **\$298,507.00 (Two Hundred Ninety-Eight Thousand, Five Hundred Seven and NO/100 Dollars)** in Community Development Block Grant (CDBG) funds to AGENCY for facility improvements, as recorded in Official Records Book 22209, Pages 2627-2655 (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 a second phase of facility improvements including bathroom renovations with American with Disabilities Act (ADA) upgrades at the AGENCY'S Bert Mueller Group Home located at 3190 -75<sup>th</sup> Street North, St. Petersburg, Florida 33710, (hereinafter the PROJECT); and

WHEREAS, the AGREEMENT states that the 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, 2041**.

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 **October 1, 2022 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	10/26/2022
(e)	Subaward Period of Performance Start and End Date	10/01/2022 – 3/31/2024

**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, 2041 (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 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

Della Klug  
\_\_\_\_\_  
Witness #1 Signature

*Barry A. Burton*  
By: \_\_\_\_\_  
Barry A. Burton, County Administrator

Della Klug  
\_\_\_\_\_  
Print or Type Name

August 7, 2023  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness #2 Signature  
  
\_\_\_\_\_  
Print or Type Name

APPROVED AS TO FORM  
By: *Derrick Adair*  
Office of the County Attorney

ATTEST:

AGENCY: PARC Housing, Inc.

\*Note: Two witnesses are required\*

*Vickie Laurato*  
\_\_\_\_\_  
Witness #1 Signature

By: *Michelle Detweiler*  
\_\_\_\_\_

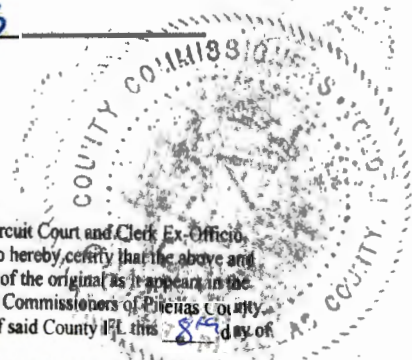
*Vickie Laurato*  
\_\_\_\_\_  
Print or Type Name

*MICHELLE DETWEILER / CEO*  
Name/Title

*Sharon Woods*  
\_\_\_\_\_  
Witness #2 Signature

8/1/23  
\_\_\_\_\_  
Date

*Sharon Woods*  
\_\_\_\_\_  
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 on this 8<sup>th</sup> day of August, 2023.  
KENNETH P. BURKE, Clerk of the Circuit Court Ex-Officio Clerk of the Board of County Commissioners, Pinellas County, Florida

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