

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, INC.
(Agreement No.: CD24PARCBM)**

THIS FIRST AMENDMENT TO THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM SUBAWARD LAND USE RESTRICTION AND 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, 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, the COUNTY entered into a Community Development Block Grant Program Subaward Land Use Restriction and Subrecipient Agreement, Agreement No.: **CD24PARCBM** (AGREEMENT), with AGENCY on December 24, 2024, to provide, through the Pinellas County Housing and Community Development Department (DEPARTMENT), **\$352,665.50 (Three Hundred Fifty-Two Thousand, Six Hundred Sixty-Five and 50/100 Dollars)** in Community Development Block Grant (CDBG) funds to AGENCY for facility improvements, as recorded in Official Records Book 23011, Pages 2465-2501 (hereinafter AGREEMENT); and

WHEREAS, the 2024-2025 Action Plan, approved by the Board in Resolution 24-46, identified funding be provided to AGENCY for facility rehabilitation for costs associated with the fourth phase of bathroom renovations with American Disabilities Act upgrades at the AGENCY'S Bert Mueller Group Home, located at 3190 – 75th Street North, St. Petersburg, FL 33710 (hereinafter PROJECT); and

WHEREAS, due to contractor personnel shortages for the rehabilitation project, the AGENCY will not be able to complete the PROJECT on or before the AGREEMENT expiration date of September 30, 2025; and

WHEREAS, the COUNTY will extend the AGREEMENT expiration date three (3) months to **December 31, 2025**, to allow time for PROJECT completion; 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 three (3) months to **January 1, 2046**; and

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 **December 31, 2025**, 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, 2024, and December 31, 2025**.

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

(e)	Subaward Period of Performance Start and End Date	10/01/2024 - 12/31/2025
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7. REVERSION OF ASSETS; LAND USE RESTRICTIONS

- 1) **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, 2046 (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)

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 24 day of September, 2025.
KENNETH P. BURKE, Clerk of the Circuit Court Ex-Officio Clerk of the Board of County Commissioners, Pinellas County, Florida.

By Doris Hoover
Deputy Clerk

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:

PINELLAS COUNTY, FLORIDA

a political subdivision of the State of Florida

By: Barry A. Burton

Name: Barry A. Burton

Title: County Administrator

Address: 315 Court Street
Clearwater, FL 33756

Date: September 24, 2025

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by means of ☒ physical presence or () online notarization, this 24 day of September 2025, 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)



Jo Alejandra Lugo
(Signature)

Jo Alejandra Lugo
(Name of Notary, typed, printed, or stamped)

Signed, sealed, and delivered in the presence of _____ as identification.

AGENCY: PARC Housing, Inc.

a Florida Not-for-Profit Corporation

By: Michelle Detweiler

Name: Michelle Detweiler

Title: President/CEO

Address: 3100 75th St. North
St. Petersburg, FL 33710-6903

Date: September 22, 2025

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by means of (☒) physical presence or () online notarization, this 22nd day of September 2025, by Michelle Detweiler, President/CEO, PARC Housing, Inc. a Florida Not-for-Profit 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)