KEN BURKE, CLERK OF COURT
AND COMPTROLLER PINELLAS COUNTY, FL
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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, INC. (Agreement No.: CD24PARCCV)

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, 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.: **CD24PARCCV** (AGREEMENT), with AGENCY on December 11, 2024, to provide, through the Pinellas County Housing and Community Development Department (DEPARTMENT), **$105,630.00 (One Hundred Five Thousand, Six Hundred Thirty and NO/100 Dollars)** in Community Development Block Grant (CDBG) funds to AGENCY for facility improvements, as recorded in Official Records Book 23000, Pages 895-930 (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 including the purchase and installation of a generator and a concrete generator pad at the AGENCY'S Curry Villas Group Home, located at 5825 – 66th Street North, St. Petersburg, FL 33709 (hereinafter PROJECT); and

WHEREAS, due to delays in obtaining project materials and in the permitting process of 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, 2034**; 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

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, 2034** (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 6 day of August, 20 25.

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

By: _____
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 Burton
Name: Barry A. Burton
Title: County Administrator
Address: 315 Court Street
Clearwater, FL 33756

Date: August 6, 2025

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

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by means of (✓) physical presence or ( ) online notarization, this 6 day of **August 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.

JO ALEJANDRA LUGO
NOTARY PUBLIC
MY COMMISSION EXPIRES 9-6-2028
STATE OF FLORIDA
COMMISSION NUMBER HH 574186

(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:

AGENCY: PARC, Inc.
a Florida Not-for-Profit Corporation

By: Marion White
Name: Marion White
Title: Chief Operations Officer
Address: 3190 Tyrone Boulevard North
St. Petersburg, FL 33710-6903

Date: August 5, 2025

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by means of (X physical presence or ( ) online notarization, this 5th day of **August 2025,** by Marion White, COO, **PARC, Inc.** a Florida Not-for-Profit Corporation, who is (X) personally known to me or ( ) who has produced _____ as identification.

JODI SCHAD
MY COMMISSION # HH 433613
EXPIRES: August 15, 2027

(NOTARY STAMP/SEAL ABOVE)

(Signature)

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