

**SECOND AMENDMENT TO
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM SUBAWARD
SPECIFIC PERFORMANCE AND LAND USE RESTRICTION AGREEMENT
WITH PARC, INC. (CD19PARCCV)**

THIS AMENDMENT (hereinafter 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, 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:

WITNESSETH:

WHEREAS, **COUNTY** entered into Specific Performance and Land Use Restriction Agreement **CD19PARCCV (AGREEMENT)** with **AGENCY** on November 14, 2019 to provide, through the Pinellas County Planning Department (DEPARTMENT), **\$170,000.00 (One Hundred Seventy Thousand and NO/100 Dollars)** in Community Development Block Grant (CDBG) funds to **AGENCY** for facility renovations to meet ADA accessibility standards at Curry Villa located at 5825 – 66th Street North, St. Petersburg, Florida 33709, as recorded in Official Records Book 20771 Pages 2119-2153 (hereinafter the “AGREEMENT”); and

WHEREAS, the 2019-2020 Action Plan, approved by the Board in Resolution 19-48, identified funding be provided to **AGENCY** for facility renovations to meet ADA accessibility standards at Curry Villa located at 5825 – 66th Street North, St. Petersburg, Florida 33709, (hereinafter the PROJECT); and

WHEREAS, on June 5, 2020, the **COUNTY** and **AGENCY** executed a First Amendment to the Community Development Block Grant Subaward Specific Performance and Land Use Restriction Agreement **CD19PARCCV (First Amendment)**, wherein the **COUNTY** provided an additional **\$79,245.00 (Seventy-Nine Thousand, Two Hundred Forty-Five and NO/100 Dollars)** in CDBG funding to **AGENCY** for the completion of the PROJECT, as recorded in Official Records Book 21227 Pages 1694-1697, for a total CDBG investment of **\$249,245.00 (Two Hundred Forty-Nine Thousand, Two Hundred Forty-Five and NO/100 Dollars)** and extended the term of the Agreement six (6) months to March 31, 2021 to provide additional time for completion of improvements at the facility, as recorded in Official Records Book 21227 Pages 1694-1697; and

WHEREAS, due to project commencement delays caused by the pandemic and the need to redo tile work; and

WHEREAS, the AGREEMENT states that PROJECT activities shall be completed by the AGREEMENT expiration date of March 31, 2021; and

WHEREAS, the **AGENCY**, will not be able to complete the PROJECT on or before the AGREEMENT expiration date of March 31, 2021; and

WHEREAS, providing an extension to the term of the AGREEMENT to the project requires that the restricted period of the land use restriction be extended; and

WHEREAS, the **AGENCY** has requested, and the **COUNTY** has agreed to amend the AGREEMENT to extend the term and restricted period; and

WHEREAS, it is necessary to amend Section 3. TERM OF AGREEMENT; EFFECTIVE DATE of the AGREEMENT to extend the term; and

WHEREAS, it is necessary to amend Section 5. SPECIFIC GRANT INFORMATION, subsection (e), of the AGREEMENT to document the term extension; and

WHEREAS, it is necessary to amend Section 7. REVERSION OF ASSETS; LAND USE RESTRICTIONS, subsection (b), of the AGREEMENT to document to extend the restricted period.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, understandings, undertakings, representations and promises, and intending to be legally bound thereby, the parties do hereby covenant and agree that the recitals set forth above are true and accurate and are hereby incorporated in and made a part of this AMENDMENT, and further covenant and agree as follows:

1. That **Section 3. TERM OF SPECIFIC PERFORMANCE AGREEMENT; EFFECTIVE DATE**, shall be amended by extending the term of the AGREEMENT and thus the period in which eligible expenses may be reimbursed to **September 30, 2021**, or until **COUNTY'S** full and complete disbursement of funding to **AGENCY**, whichever comes first.
3. That Section 5. SPECIFIC GRANT INFORMATION, subsection (e) shall be deleted and replaced with the following:

5. SPECIFIC GRANT INFORMATION

(e)	Subaward Period of Performance Start and End Date	October 1, 2019 - September 30, 2021
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4. That Section 7. REVERSION OF ASSETS; LAND USE RESTRICTIONS, subsection (b), shall be deleted and replaced with the following:

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, 2036** (hereinafter the "Restricted Period").
5. Except as modified by this AMENDMENT, the remaining terms and conditions of the AGREEMENT shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed, the day and year first above written.

Note: Two witnesses are required

ATTEST:

Della Klug

Witness #1 Signature

Della Klug

Print or Type Name

s/Jo Lugo

Witness #2 Signature

Jo Lugo

Print or Type Name

ATTEST:

Brooke Fairman

Witness #1 Signature

Brooke Fairman

Print or Type Name

Michelle D...

Witness #2 Signature

Michelle Dotwecker

Print or Type Name

PINELLAS COUNTY, FLORIDA
a political subdivision, by and through its
County Administrator

By: *Barry A. Burton*

Barry A. Burton, County Administrator

Date: April 8, 2021

APPROVED AS TO FORM

By: *Chelsea D. Hardy*

Office of the County Attorney

AGENCY: PARC, Inc.

By: *Paul Huggins*

Date: 04/07/2021

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 12 day of
April, 2021.
KENNETH P. BURKE, Clerk of the Circuit Court Ex-Officio Clerk of the
Board of County Commissioners, Pinellas County, Florida.
By: *Kenneth P. Burke*
Deputy Clerk