

**FIRST AMENDMENT TO
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM SUBAWARD
SPECIFIC PERFORMANCE AND LAND USE RESTRICTION AGREEMENT
WITH PARC HOUSING II, INC. (CD20PARCBV)**

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 Housing II, 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.: **CD20PARCBV** (AGREEMENT) with **AGENCY** on October 5, 2020 to provide, through the Pinellas County Planning Department (DEPARTMENT), **\$75,703.00 (Seventy-Five Thousand Seven Hundred Three and NO/100 Dollars)** in Community Development Block Grant (CDBG) funds to **AGENCY** for energy efficient upgrades at 5353 – 31st Street North, St. Petersburg, Florida 33714-2402, as recorded in Official Records Book 21227 Pages 1728-1757 (hereinafter the AGREEMENT); and

WHEREAS, the 2020-2021 Action Plan, approved by the Board in Resolution 20-69, identified funding be provided to **AGENCY** for energy efficient upgrades including the installation of Photovoltaic (PV) Energy (solar panels) and Solar Hot Water Systems at the **AGENCY'S** Burkett Villas facility located at 5353 – 31st Street North, St. Petersburg, Florida 33714-2402, (hereinafter the PROJECT); and

WHEREAS, the AGREEMENT states that the PROJECT activities shall be completed by the AGREEMENT expiration date of September 30, 2021; and

WHEREAS, the **AGENCY**, will not be able to complete the PROJECT on or before the AGREEMENT expiration date of September 30, 2021; and

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

WHEREAS, the **AGENCY** has requested, and the **COUNTY** has agreed, to extend the AGREEMENT expiration date, three (3) months to **December 31, 2021**; and

WHEREAS, as a result of the extension of the term of the AGREEMENT, the restricted period of the land use restriction period will be extended to **January 1, 2029**.

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 **December 31, 2021**, or until **COUNTY’S** full and complete disbursement of funding to **AGENCY**, whichever comes first.
2. 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, 2020- December 31, 2021 |
|-----|---|---------------------------------------|

3. 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 **January 1, 2029** (hereinafter the “Restricted Period”).

4. Except as modified by this AMENDMENT, the remaining 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:

Della Klug

Witness #1 Signature

Della Klug

Print or Type Name

s/Jo Lugo

Witness #2 Signature

Jo Lugo

Print or Type Name

PINELLAS COUNTY, FLORIDA
a political subdivision of the State of Florida


By: 
Barry A. Burton, County Administrator

Date: August 3, 2021


APPROVED AS TO FORM
By: Anne M. Morris
Office of the County Attorney

ATTEST:

Note: Two witnesses are required


Witness #1 Signature

Michelle DeWelder
Print or Type Name



Witness #2 Signature

Mark W. Cavanaugh Jr
Print or Type Name

AGENCY: PARC Housing II, Inc.

By: 
Name/Title

Date: 07/23/2021

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 16 day of August 2021.
KENNETH P. BURKE, Clerk of the Circuit Court Ex-Officio Clerk of the Board of County Commissioners, Pinellas County, Florida.
By: 
Deputy Clerk